2002 Medical Parkway, Suite 320, Annapolis, MD 21401

Jennifer Knopp, RN Director of Surgical Services
P: 410-353-8491
E: jknopp@vipeyes.com

October 7, 2022

VIA OVERNIGHT AND EMAIL

Ruby Potter
Health Facilities Coordinator
Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, MD 21215

RE: Cheapeake Eye Surgery Center
Certificate of Need Application

Dear Ms. Potter

Enclosed please find six (6) hard copies of the Certifcate of Need Application being filed on behalf of Cheapeake Eye Surgery Center (CESC) regarding a renovation project to add an additional operating room bringing the total ORs from two to three. A full copy of the application has also been emailed to you and Kevin Mcdonald in a searchable PDF format, Word document and Excel files.

If any further information is needed please let us know.

Sincerely,
Cheapeake Eye Surgery Center

Jennifer Knopp RN

Jennifer Knopp, RN Director of Surgical Services

Chesapeake Eye Surgery Center
Certificate of Need Application

Submitted:
October 7, 2022

STATE OF MARYLAND

Craig P. Tanio, M.D.
CHAIR

Ben Steffen
EXECUTIVE DIRECTOR

For internal staff use:

MARYLAND HEALTH CARE COMMISSION

MATTER/DOCKET NO.

DATE DOCKETED

INSTRUCTIONS: GENERIC APPLICATION FOR CERTIFICATE OF NEED (CON)

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

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

Required Format:

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

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

Application pages must be consecutively numbered at the bottom of each page. Exhibits attached to subsequent correspondence during the completeness review process shall use a consecutive numbering scheme, continuing the sequencing from the original application. (For example, if the last exhibit in the application is Exhibit 5, any exhibits used in subsequent

responses should begin with Exhibit 6. However, a replacement exhibit that merely replaces an exhibit to the application should have the same number as the exhibit it is replacing, noted as a replacement.

SUBMISSION FORMATS:

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

- **Hard copy:** Applicants must submit six (6) hard copies of the application to:
  Ruby Potter
  Health Facilities Coordinator
  Maryland Health Care Commission
  4160 Patterson Avenue
  Baltimore, Maryland 21215

- **PDF:** Applicants must also submit *searchable* PDF files of the application, supplements, attachments, and exhibits.[1] All subsequent correspondence should also be submitted both by paper copy and as *searchable PDFs*.

- **Microsoft Word:** Responses to the questions in the application and the applicant's responses to completeness questions should also be electronically submitted in Word. Applicants are strongly encouraged to submit any spreadsheets or other files used to create the original tables (the native format). This will expedite the review process.

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

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

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

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

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

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PART I - PROJECT IDENTIFICATION AND GENERAL INFORMATION

1. FACILITY

Name of Facility: Chesapeake Eye Surgery Center (CESC)

Address:

2002 Medical Parkway, Suite 330	Annapolis	21401	Anne Arundel
Street	City	Zip	County

2. NAME OF OWNER

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

Response: See Exhibit 1 Ownership for all ownership information.

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

Legal Name of Project Applicant (Licensee or Proposed Licensee):

Chesapeake Eye Surgery Center

Address:

2002 Medical Parkway, Suite 330	Annapolis	21401	MD	Anne Arundel
Street	City	Zip	State	County
Telephone:	410-353-8491			

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

N/A

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

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

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

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

A. Lead or primary contact:

Name and Title: Jennifer Knopp, RN (Director of Surgical Services)

Company Name: Chesapeake Eye Surgery Center

Mailing Address:

2002 Medical Parkway Suite 330	Annapolis	21401	MD
Street	**City**	**Zip**	**State**

Telephone: 410-353-8491

E-mail Address (required): Jknopp@vipeyes.com

Fax: N/A

If company name is different than applicant briefly describe the relationship N/A

B. Additional or alternate contact:

Name and Title: Thomas Piteo, Vice President of Facilities & Resource Management

Company Name Vision Innovation Partners

Mailing Address:

2661 Riva Road, Building 100, Suite 1030	Annapolis	21401	MD
Street	City	Zip	State

Telephone: 410-353-8491
E-mail Address (required): thomas.piteo@vipeyes.com

Fax:

If company name is different than applicant briefly describe the relationship Vision Innovation Partners is one of the owners of Chesapeake Eye Surgery Center.

7. TYPE OF PROJECT

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

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

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

8. PROJECT DESCRIPTION

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

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

(1) **Brief Description of the project:** Chesapeake Eye Surgery Center (CESC), which is a state licensed ambulatory surgery center with Medicare certification and AAAHC accreditation is requesting to add one (1) Class C sterile operating room to their two (2) Class C operating room surgery center and two (2) non-sterile procedure rooms, resulting in three (3) Class C operating rooms upon completion of the project. The existing recovery room, which was previously an operating room, will be converted back to an operating room while expanding the preoperative and postoperative area. It will enable CESC to accommodate the increase in surgical volume and operating time requested by the surgical team to service patient surgical needs in a more efficient and timely manner. The addition of a third operating room will better allow the surgery center to provide surgical services to the community.

(2) **Rationale for the project:** CESC is an ophthalmic surgery center that is experiencing substantial growth that has continued prior to and throughout the Covid Pandemic. As volume of cases increase the space has become increasingly deficient in supporting future growth and meeting surgeon and patient surgical needs. The OR time is consistently occupied and unable to accommodate surgeon and patient needs. Since 2021 we have added three additional surgeons and have had requests from other surgeons that we have been unable to accommodate. CESC has been a successful Medicare center and has negotiated contracts with several other insurance companies these contracts continue to increase CESC volume year after year, and CESC anticipates continued growth for years to come. CESC is on track to experience a 20% Increase in caseload for the year of 2023 due to increased volume and community growth. CESC is keenly aware of the need for increased operating rooms and physical space to safely accommodate increasing demand and support a state-of-the-art High Quality Eye Surgery Program. This is in addition to its current case mix to meet the patient, family, surgeons, and staff needs in a more spacious state of the art facility. This expansion will enable the organization to better accommodate the demand of surgical needs of the patients and community. The expansion will be supported by following Life Safety Guidelines and Medicare regulations. The expansion will enable CESC to enhance the patient experience and patient outcomes by expediting surgical needs by scheduling patients in a timelier manner. Without out this additional operating capacity CESC will not be able to meet community demand as it has desired to do so. The purpose of this request to expand and provide the highest quality and surgical experience for all. The addition of operating room capacity will satisfy the increased demand for surgical needs of the community, to grow as it grows, and meet the needs of the surgeons performing surgical procedures at CESC the organization continues to commit to provide increasing service to the underserved in a high-quality ASC. This project will minimize cases being turned away for reasons of space restrictions and lack of OR scheduling time.

To conclude: CESC's request to build a third operating room within the current ASC space and expanding into the current clinic area with the goals including, but not limited to

1. Promote ease in surgical scheduling within the normal operating hours.
2. Reduce the need to turn cases away due to lack of OR time.
3. Support significant case volume increase due to ongoing patient needs and community growth.
4. Provide the ability to add services as needed to the organization to support the community needs including specialized services such as Glaucoma and Cornea Surgery. Which the current local hospital (AAMC) lacks such services for our community.

(3) Cost: The estimated cost of this project is $530,137.00

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

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

When the original ASC space was designed and built, it was to contain three operating rooms but only two were commissioned. The third operating room which was previously used as a recovery room will now be converted to an operating room. With the addition of the third operating room, the FGI Guidelines require additional support spaces for the staff and patients.

This project will include the following design elements:

1. Converting the existing Recovery Room into the third operating room. Work includes closing in an existing passage entry to the room, adding a new door to the existing entry via the Clinical Hallway, adding upgraded electrical devises and controls, monitors, etc. The existing HVAC system will be upgraded as per code for this space. Millwork will be done to upgraded requirements and the room will receive new paint. The existing monolithic floor finish will remain.
2. Combining the existing Staff Support Room and adjacent Closet into a new Staff Support Room and Staff Toilet Room. Along with new partitions and finishes, the electrical devices will be revised as well as the HVAC and plumbing system. The addition of this space will be accomplished by removing the existing closet in the FEMTO Laser Room and reducing the FEMTO space by 69 sf.
3. The existing Patient Pre-Post OP will be expanded to allow for the new patient recovery areas. This component of the project will involve expanding the existing space by an additional 494 s.f. to allow for a new total of 6 patient bays, relocated Staff Lounge and a reconfigured Administration Area. The new space will be taken from the adjacent

clinical practice of Chesapeake Eye Care. Work in this area will involve new partitioning and finishes, upgrade mechanical and electrical systems and enclose the new space into the existing fire zone of the ASC.

4. Th existing Staff Lounge will be relocated to the newly acquired floor space and still be in visual contact with the patient bays.
5. The existing administration area will be reconfigured to allow for the addition of the Proposed Pre/Post Op and Staff Lounge. The Administration Area will be reduced by a total of 5 sf.
6. General finish upgrades to the entire space will include new floor finished in the Patient Recovery Area, Exam Room, Patient Toilet, Waiting Room, Reception, Administration, Nurse Office and Staff Lounge. All walls, doors and trims will receive a new coat of paint.
7. In the existing and new Pre/Post Op, Staff Lounge, Nurse Station and miscellaneous areas will have a revised HVAC system to meet codes.

Changes is floor areas for the ASC will be an increase of 494 sf. of new construction and renovations and reconfigurations to the existing center to allow for the new Staff Toilet and Staff Support and related areas. The balance of the rooms will have new painting and new floor finishes except for the sterile areas. There will be no changes to the physical plant or location, and there will be no effect on existing services.

The project schedule calls for the construction to be started approximately two months after the capital obligation is secured and the entire construction is expected to be completed within three months after commencing.

9. CURRENT CAPACITY AND PROPOSED CHANGES

Unit Description	Currently Licensed/ Certified	Units to be Added or Reduced	Total Units if Project is Approved
Operating Rooms	2	1	3
Procedure Rooms	2	0	2

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

Charity care: Charity care provided to the community will remain in place through the Operation Sight program. CESC is committed to meet or exceed the industry averages for our community-based needs. Availability of charity care to our community during construction will not be affected during renovation. Charity care is communicated by our marketing department, via provider education, OOSS web site, facility publications and correspondence with community service centers. Charity care is provided as needs arise and offered to patients as indicated based upon financial hardships.

11. REQUIRED APPROVALS AND SITE CONTROL

A. Site size: _N/A_ acres

B. Have all necessary State and local land use and environmental approvals, including zoning and site plan, for the project as proposed been obtained? YES_____ NO __X__ (If NO, describe below the current status and timetable for receiving each of the necessary approvals.)

As there is no site work, the only non-departmental approval required will be for a building permit for the actual construction.

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

(1) Owned by: Anne Arundel Medical Center (AAMC)

(2) Options to purchase held by: N/A
Please provide a copy of the purchase option as an attachment.

(3) Land Lease held by: N/A
Please provide a copy of the land lease as an attachment.

(4) Option to lease held by: N/A
Please provide a copy of the option to lease as an attachment.

(5) Other: N/A
Explain and provide legal documents as an attachment.

12. PROJECT SCHEDULE

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

For new construction or renovation projects.
Project Implementation Target Dates

A. Obligation of Capital Expenditure __3 (Three)_ months from approval date.
B. Beginning Construction ___3 (Three)__ _____ months from capital obligation.
C. Pre-Licensure/First Use _____7 (Seven)_ ____ months from capital obligation.
D. Full Utilization _____10 (ten)_____ ____ months from first use.

For projects not involving construction or renovations.
Project Implementation Target Dates

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

For projects not involving capital expenditures.
Project Implementation Target Dates

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

13. PROJECT DRAWINGS

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

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

A. Floor plans for each floor affected with all rooms labeled by purpose or function, number of beds, location of bath rooms, nursing stations, and any proposed space for future expansion to be constructed, but not finished at the completion of the project, labeled as "shell space".

B. For projects involving new construction and/or site work a Plot Plan, showing the "footprint" and location of the facility before and after the project.

C. Specify dimensions and square footage of patient rooms.

Response: See Exhibit 2a Existing Floor Plan and Exhibit 2b Proposed Floor Plan

14. FEATURES OF PROJECT CONSTRUCTION

A. If the project involves new construction or renovation, complete **Tables C and D of the Hospital CON Application Package**

Response: See Exhibit 4b and Exhibit 4c for completed tables

B. Discuss the availability and adequacy of utilities (water, electricity, sewage, natural gas, etc.) for the proposed project and identify the provider of each utility. Specify the steps that will be necessary to obtain utilities.

Response: The existing space ASC has all utilities present and in sufficient quantities to accommodate anticipated project scope.

PART II - PROJECT BUDGET

Complete Table E of the Hospital CON Application Package

Response: See Exhibit 4d for Table E Project Budget and Exhibit 5 for Statement of

Assumptions.

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

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

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

   See Exhibit 1 Ownership for details on persons, corporate entities, or other organizations with an ownership interest in the ASC-2 and on percentage of ownership, and the officers, directors, partners, and owners of those entities or organizations

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

   Columbia Surgical Institute
   6020 Meadowridge Center Drive, Suite H
   Elkridge, Maryland 21075

   Baltimore Eye Surgical Center
   6229 North Charles Avenue
   Baltimore, Maryland

   Carroll County Eye Surgery Center
   410 Malcolm Drive, Suite B
   Westminster, Maryland 21157

   Maryland Eye Surgery Center
   d/b/a The Surgery Center
   800 Prince Frederick Boulevard
   Prince Fredrick, Maryland 20678

   Bergman Eye Surgery Center
   d/b/a Physicians Surgery Center
   220 Champion Drive, Suite 100
   Hagerstown, Maryland 21740

   Eyes of York Surgical Center
   1880 Kenneth Road, Suite 2
   York, Pennsylvania 17408

   Surgical Specialty Center of
   Northeastern Pennsylvania
   190 Welles Street
   Forty Fort, Pennsylvania 18704

   NEI Ambulatory Surgery
   204 Mifflin Avenue
   Scranton, Pennsylvania 18503

   Main Street ASC
   1318 Eisenhower Boulevard
   Johnstown, Pennsylvania 15904

   Pennsylvania Eye Surgery Center
   4100 Linglestown Road, Suite B
   Harrisburg, Pennsylvania 17112

3. Has the Maryland license or certification of the applicant facility, or any of the facilities listed in response to Question 2, above, been suspended or revoked, or been subject to any disciplinary action (such as a ban on admissions) in the last 5 years? If yes, provide a written explanation of the circumstances, including the date(s) of the actions and the

disposition. If the applicant, owners or individuals responsible for implementation of the Project were not involved with the facility at the time a suspension, revocation, or disciplinary action took place, indicate in the explanation.

No

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

   No

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

   No

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

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

10/07/2022
Date

Mike Dunn
Signature of Owner or Board-designated Official

CEO
Position/Title

Michael Dunn
Printed Name

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

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

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

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

10.24.01.08G(3)(a). <u>The State Health Plan</u>.

Every applicant must address each applicable standard in the chapter of the State Health Plan for Facilities and Services[2]. Commission staff can help guide applicants to the chapter(s) that applies to a particular proposal.

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

Surgery Standards

A. General Standards.

The following general standards reflect Commission expectations for the delivery of surgical services by all health care facilities in Maryland, as defined in Health-General §19-114(d). Each applicant that seeks a Certificate of Need for a project or an exemption from Certificate of Need review for a project covered by this Chapter shall address and document its compliance with each of the following general standards as part of its application.

Standard .05(A) (1) <u>Information Regarding Charges.</u>

Information regarding charges for surgical services shall be available to the public.

(a) A physician outpatient surgery center, ambulatory surgical facility, or a general hospital shall provide to the public, upon inquiry or as required by applicable regulations or law, information concerning charges for the full range of surgical services provided.

Response (a) Chesapeake Eye Surgery Center maintains a master charge list for all procedures in its practice management software (Nextgen). It is updated periodically and

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

as indicated. CESC maintains a readily available list of all surgical services provided. This list is available to the public upon request. The Center provides all patients scheduled for surgery information regarding their financial responsibilities prior to surgery. An educational guide on financial services is provided to all surgical patients explaining estimates of charges and insurance specific payments and rates based upon the surgical procedure they are scheduled for prior to surgery. CESC financial advisors communicate with patients prior to surgery via email, telephone, text and letter or method preferred by patient and are available to explain all financial charges prior to surgery, so there are no surprises to the patient. All Charges are presented to the patient prior to surgery performed. Please note that ASC reimbursement is set by payors, and that patients do not pay the fees that are listed on the Fee Schedule. See Exhibit 7 List of Facility Fee Schedule

(b) The Commission shall consider complaints to the Consumer Protection Division in the Office of the Attorney General of Maryland or to the Maryland Insurance Administration when evaluating an applicant's compliance with this standard in addition to evaluating other sources of information.

Response (b) The patients are informed about procedures for expressing suggestions, complaints, and grievances, including those required by state and federal regulations. The patient has the right to make recommendations or log a complaint about any aspect of care. Grievances will be investigated promptly, and the Clinical Director or Administrator will contact the patient within 7 days and a written response provided within 30 days, along with the information on any further rights of appeal that may apply. The patient may make a complaint to the Center's Administrator, or to the Medical Director. The Administrator will attempt to resolve the concern and inform the patient within 7 days. If the patient continues to have a concern, the patient may submit the complaint or grievance in writing within thirty (30) days. If the Medical Director is not able to decide within this thirty (30) day period he/she will notify the patient in writing regarding the status. Patient satisfaction is monitored and utilized to implement quality improvement activities as an integral component of business operation and performance improvement program at the organization.

(c) Making this information available shall be a condition of any CON issued by the Commission.

Response (c) Patients are provided with all financial responsibilities, charges, and insurance estimates prior to surgery. Education on financial information, billing vocabulary and explanation of benefits is provided prior to surgery and upon request. Patients are offered the opportunity for questions and answers, or assistance as needed prior to all surgical services. They are offered multiple forms of payment and each patient experience is customized per patient based on financial status and need as described in the facility Charity Care Policy. All patients are advised on their personal responsibilities of payments and up-front charges are explained and patients sign understanding of explanations. CESC accepts contracted payment with the various insurance companies and the insured person's responsibility based upon their insurance provider's directive. Communication with patient and insurance carriers is interactive and ongoing.

Standard .05(A) (2) Information Regarding Procedure Volume.

A hospital, physician outpatient surgery center, or ASF shall provide to the public upon inquiry information concerning the volume of specific surgical procedures performed at the location where an individual has inquired. A hospital, POSC, or ASF shall provide the requested information on surgical procedure volume for the most recent 12 months available, updated at least annually.

Standard .05(A) (3) Charity Care Policy.

Response: See Exhibit 10 Charity Care Policy

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

Response (a): See Exhibit 10a Charity Care – A Guide to Implementing Your Charitable Cataract Surgery Program

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

Response (ai): See Exhibit 10d Financial Assistance Application (Operation Sight)

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

Response (aii): Notice of Charity Care is posted in the Business Office in English and Spanish. Other language interpretations available upon request. See Exhibit 10c Operation Sight Charity Care in English and Spanish.

Public notice and information regarding the facility's charity care policy through media outlets Two examples of past notifications:

1. https://www.capitalgazette.com/business/ph-ac-cn-eye-surgeries-0909-20160913-story.html
2. https://living.aahs.org/giving/surgeon-donates-time-to-give-free-cataract-surgery-to-low-income-patients/

Also see Exhibit 10e Public Notice Media Outlets.

Each surgical coordinator is educated on our charitable services during a patient's registrations patients are provided educational material upon request and who anyone who could possibly be a qualified candidate are given options on financial services as well as operation sight information. At any time, a patient may fill out an operation sight

application or provided financial assistance based on financial needs. Operation sight services are provided throughout the year at any time the need arises on a case-by-case basis. Surgeons and local providers are notified periodically via email/letters reminding that CESC supports Operation Sight Charity Care and to allow CESC to assist any of their patients in need of this offering for indigent patients. CESC is a proud partner with Operation Sight is the ASCRS Foundations' US based charitable cataract surgery program, which launched in 2014 to serve financially vulnerable, uninsured Americans who cannot afford or access care. To date, Operation Sight has delivered more than 6,3000 surgeries through a nationwide network of volunteer surgeons, CESC surgeons are committed to caring for those who could not otherwise afford life changing surgery.

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

Response (aiii): CESC policy directs employees to support patients with financial assistance and provides guidance on the eligibility for charity and reduced charge care. CESC provides written notices and policies available in both English and Spanish or language of choice, as well as provides interpreters for non-English speaking patients at no charge.

The CESC Charity Care Policy defines Criteria for Eligibility as:

Persons with a family income below 100% of current federal poverty guidelines who have no health insurance coverage, insufficient coverage, and are not eligible for any public program to cover medical expenses are eligible for services free of charge. Those above 100% but below 200% are eligible for discounts on a sliding scale for families. Any person stating hardship and are unable to pay the balance of their bill after surgery due to sudden unforeseen hardship will have their situation assessed and evaluated for need and consideration for assistance on a sliding scale prior to being sent for collections. Eligibility criteria will remain the same for that period. All situations will be considered and evaluated upon request. The patient will be provided with a determination of coverage within two business days from application.

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

Response (b): This standard is inapplicable as the Applicant is not a hospital.

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

Response (c): CESC qualifies any person who meets the criteria of indigent patient and of need in the facility's Charity Care Policy throughout the year. CESC supports the community needs of at-risk patients seeking treatment through AAMC community outreach programs, patients are encouraged to be scheduled at CESC. A certain number of this population are also scheduled for surgery, yet do not show up for service and therefore do not partake in this offer due to cancellation. However, CESC absorbs the financial cost of planning, staffing and supplies unused. To prevent this occurrence, CESC strongly supports those in need or are indigent to follow through with their planned procedures regardless of ability to pay. While CESC provides reminders to surgeons and local providers regarding our Operations Sight program, it remains a challenge to meet the criteria state above. Therefore, Charity Care is offered to all patients based on need and situational issues out of the patients' control.

In addition to Charity Care through Operation Sight, CESC offers assistance and support with payment plans and completing documents for those patients undergoing financial difficulties payments are adjusted so they are manageable to the patient's particular situation. CESC in good faith is committed to meeting this challenge and strives to meet or exceed the minimum of expected contribution of charity care on a yearly basis. Our goal is to meet or exceed the average amount of charity care provided in Ambulatory Surgical Facilities.

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

Response (ci): Any percent below 0.64% is inadequate to the average of all centers throughout the state of Maryland compared to the data provided for 2019 by MHCC. The ASC has evaluated effectiveness of procedures in place, documentation is not to include any bad debit, and has improved upon its guidelines to periodically and as needed promote community awareness and participation. CESC found that through Operation Sight Charity Care Program and physician awareness we are to encourage more participation within the volunteer nationwide program of our surgeons and staff to promote to our community the importance of the utilization of these services to our patient area. Yearly we will provide educational training to physicians and staff regarding the processes and procedures of capturing indigent patients in need of assistance and support to our communities.

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

Response (cii): Any patient stating concern over financial commitments will be offered the opportunity to apply for Operation Sight or discounted care rates. Applications will be provided, and determination made within two business days as required. All staff will have annual training to promote Charity Care through Operation Sight and refer patients to the billing department financial advisor for financial assistance and guidance. New

Physicians on boarding process will include education annual education and volunteer agreements on charity care through Operation Sight Programs. Reports from the Billing Department regarding Charity Care Contributions will be reported to the Governing Body and QAPI Committee on a quarterly basis. Any Patient unable to pay the balance of financial commitment prior to surgery will be offered the opportunity to apply for discounted care or Charity Care. All Charity and Discounted Care will be entered into Nextgen software for accurate record keeping and tracking of amounts awarded, not to include bad debt. CESC will monitor its record keeping of Charity Care expenses to the indigent community and commits to meeting its most recent year reported as a percentage of total operating expenses year over year. CESC will promote educational opportunities to the community as needed regarding Operation Sight Programs to encourage the community participation to assist in meeting its annual commitment via media flyers, Health Fairs, Vendors, Reps and ASCRS.

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

Response (ciii): CESC will monitor Charity Care through Operation Sight and the ambulatory surgical services on an annual basis and will work to achieve and exceed the minimum of what MHCC reports annual. CESC will adjust its commitment on an annual basis and incorporate into its policies as approved by the Governing Body. The Governing Body will be provided with ongoing progress reports including area poverty levels in the community and will be given all information regarding its Charity Care utilization and processes annually.

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

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

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

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

Response (di-iii): This standard is inapplicable as the Applicant is not a health maintenance organization.

Standard .05(A) (4) <u>Quality of Care.</u>

A facility providing surgical services shall provide high quality care.

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

Response (a): CESC is fully licensed by the state of Maryland. A copy of CESC license letter is attached as Exhibit 15. CESC is in compliance with all mandated federal, State, and local health and safety regulations. It is certified by the Health Care Financing Administration as a provider in the Medicare program. CESC has also received certification by the Maryland Department of Health and Mental Hygiene to be a provider in the Medicaid Program.

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

Response (b): This standard is inapplicable as the Applicant is not a hospital.

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

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

Response (ci): See attached CMS inspections, Exhibits 17a-17c.

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

Response (cii): CESC is certified by the Accreditation Association for Ambulatory Health Care AAAHC. A copy of the certification is attached as Exhibit 16.

(iii) A provider of quality services, as demonstrated by its performance on publicly reported performance measures, including quality measures adopted by the Centers for Medicare and Medicaid Services. The applicant shall explain how its ambulatory surgical facility or each POSC, as applicable, compares on these quality measures to other facilities that provide the same type of specialized services in Maryland.

Response (ciii): See Attached QAPI Policy, Exhibit 11.
Annual Benchmarking studies: CESC performs external and internal benchmarking studies through OOSS and other similar surgery centers within the field of Ophthalmology. CESC compares favorably and if needed adjusts processes as indicated. In turn, that enables CESC to continually provide positive outcomes compared to other facilities as well as use as a tool for continual improvement. Annual MHCC reporting and analysis is completed and utilized to compare and improve processes as needed. AHRQ reporting and benchmarking is performed. HNSN reporting performed annually and utilized to compare and improve processes as needed. All reporting above and benchmarking activities are utilized as a component of the organizations Performance Improvement and Risk Management activities. The Governing Body is

actively involved in reviewing all results and improvement and evaluations are discussed and implemented on a continual basis.

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

Response (d): This is not applicable to this Applicant.

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

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

(e) An applicant or a related entity that currently or previously has operated or owned a POSC or ambulatory surgical facility, in Maryland or outside of Maryland, in the five years prior to the applicant's filing of a request for exemption request to establish an ASF, shall address the quality of care provided at each location through the provision of information on licensure, accreditation, performance metrics, and other relevant information.

Standard .05(A) (5) <u>Transfer Agreements.</u>

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

Response (a): CESC has a transfer agreement with Anne Arundel Medical Center. A copy is attached as Exhibit 13. See Exhibit 14 for Patient Transfer Policy.

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

Response (b): This standard is inapplicable as the Applicant is not a hospital

(c) Each ASF shall have procedures for emergency transfer to a hospital that meet or exceed the minimum requirements in COMAR 10.05.05. 09.

Response (c): Ambulance service is provided by the Emergency Medical System by calling 911.

B. Project Review Standards.

The standards in this regulation govern reviews of Certificate of Need applications and requests for exemption from Certificate of Need review involving surgical facilities and services. An applicant for a Certificate of Need or an exemption from Certificate of Need shall demonstrate

consistency with all applicable review standards, unless an applicant is eligible for an exemption covered in Regulation .06. of this chapter.

Standard .05B (1) <u>Service Area.</u>
An applicant proposing to establish a new hospital providing surgical services or a new ambulatory surgical facility shall identify its projected service area. An applicant proposing to expand the number of operating rooms at an existing hospital or ambulatory surgical facility shall document its existing service area, based on the origin of patients served.

Response (1): See Exhibit 22 Patient Population Analysis for CESC service area by zip code.

Maryland is the primary area our facility provides care to with its primary county of Anne Arundel. However, neighboring areas such as the Eastern and Southern shores of Maryland are less than 20 miles away of the facility and many patients from those areas are provided ambulatory surgical services at CESC from rural areas of Maryland.

Standard .05B (2) <u>Need - Minimum Utilization for Establishment of a New or Replacement Facility.</u>

Response (2): This standard is inapplicable as the applicant is not proposing to establish or replace a hospital or ambulatory surgical facility.

An applicant proposing to establish or replace a hospital or ambulatory surgical facility shall:

(a) Demonstrate the need for the number of operating rooms proposed for the facility, consistent with the operating room capacity assumptions and other guidance included in Regulation .07 of this chapter.

(b) Provide a needs assessment demonstrating that each proposed operating room is likely to be utilized at optimal capacity or higher levels within three years of the initiation of surgical services at the proposed facility, consistent with Regulation .07 of this chapter.

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

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

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

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

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

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

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

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

Standard .05B (3) <u>Need - Minimum Utilization for Expansion of An Existing Facility.</u>

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

(a) Demonstrate the need for each proposed additional operating room, utilizing the operating room capacity assumptions and other guidance included at Regulation .07 of this chapter;

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

(c) Provide a needs assessment demonstrating that each proposed operating room is likely to be utilized at optimal capacity or higher levels within three years of the completion of the additional operating room capacity, consistent with Regulation .07 of this chapter. The needs assessment shall include the following:

(i) Historic and projected trends in the demand for specific types of surgery among the population in the proposed service area;

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

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

Response (3): Refer to financial tables and projections for historical trends and projected data. With a growing aging population more patients need care, we are booked up 4 months into the future. The need is there, the capacity is not. With the addition of one new Physician this year and another new one in 2024 coupled with no imminent retirements from the physicians on staff, there is currently not enough room to house our Physicians and patients.

Standard .05B (4) Design Requirements.

Floor plans submitted by an applicant must be consistent with the current Facility Guidelines Institute's Guidelines for Design and Construction of Health Care Facilities (FGI Guidelines):

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

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

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

Response (4): See Exhibit 3 Architect's Letter.

Standard .05B (5) Support Services.

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

Response (5): CESC holds an active CLIA waiver for limited testing, all other services our outsourced through AAMC and other local providers in the area. See Exhibit 18 for a copy of the CLIA Waiver.

Standard .05B (6) Patient Safety.

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

(a) Document the manner in which the planning of the project took patient safety into account; and

(b) Provide an analysis of patient safety features included in the design of proposed new, replacement, or renovated surgical facilities.

Response (6a,b): CESC has been mindful of Patient Safety from the beginning of the design of this project. Patient safety will be addressed by maintaining the recommended clearances and space requirements as outlined in the FGI guidelines, along with proper finish selections to maximize the ability to sanitize the space. CESC will adjust the HVAC system to meet or exceed the required air changes in the room, as well as assuring that the medical gases, call systems, and power meet the requirements, which will also help assure a safe environment for the patient to receive surgical services. The revamped operating room will be designed similarly to the existing ORs, which will minimize training requirements and allow staff to move from one room to another with minimal chance of confusion, thus improving patient safety.

Standard .05B (7) Construction Costs.

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

(a) Hospital projects.

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

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

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

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

Response (7a): This standard is inapplicable as this project does not involve a hospital.

(b) Ambulatory Surgical Facilities.

(i) The projected cost per square foot of new construction shall be compared to the benchmark cost of good quality Class A construction given in the Marshall Valuation Service® guide, updated using Marshall Valuation Service® update multipliers, and adjusted as shown in the Marshall Valuation Service® guide as necessary for site terrain, number of building levels, geographic locality, and other listed factors. This standard does not apply to the costs of renovation or the fitting out of shell space.

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

Response (7b): This standard is inapplicable as this project does not involve new construction. See Exhibits 4a-4d for applicable project information and project costs.

Standard .05B (8) Financial Feasibility

A surgical facility project shall be financially feasible. Financial projections filed as part of an application that includes the establishment or expansion of surgical facilities and services shall

be accompanied by a statement containing each assumption used to develop the projections.

(a) An applicant shall document that:

(i) Utilization projections are consistent with observed historic trends in use of each applicable service by the likely service area population of the facility;

(ii) Revenue estimates are consistent with utilization projections and are based on current charge levels, rates of reimbursement, contractual adjustments and discounts, bad debt, and charity care provision, as experienced by the applicant facility or, if a new facility, the recent experience of similar facilities;

(iii) Staffing and overall expense projections are consistent with utilization projections and are based on current expenditure levels and reasonably anticipated future staffing levels as experienced by the applicant facility, or, if a new facility, the recent experience of similar facilities; and

(iv) The facility will generate excess revenues over total expenses (including debt service expenses and plant and equipment depreciation), if utilization forecasts are achieved for the specific services affected by the project within five years of initiating operations.

(b) A project that does not generate excess revenues over total expenses even if utilization forecasts are achieved for the services affected by the project may be approved upon demonstration that overall facility financial performance will be positive and that the services will benefit the facility's primary service area population.

Response (8): Refer to financial tables and projections for historical trends and projected data. Each individual physician's projected case count for the years 2023-2026 were based on the individuals' historical trends, their current and future weekly working schedules, and how far into the ramping process they are. Some of the newer doctors we have hired recently have more room to grow on an annual basis than others.

Standard .05B (9) Impact. (See ADDENDUM B: PROVIDING INDIVIDUAL PHYSICIAN VOLUME DATA.)

(a) An application to establish a new ambulatory surgical facility shall present the following data as part of its impact assessment, in addition to addressing COMAR 10.24.01.08G(3)(f):

(i) The number of surgical cases projected for the facility and for each physician and practitioner;

(ii) A minimum of two years of historic surgical case volume data for each physician or practitioner, identifying each facility at which cases were performed and the average operating room time per case. Calendar year or fiscal year data may be provided as long as the time period is identified and is consistent for all physicians; and

(iii) The proportion of case volume expected to shift from each existing facility to the proposed facility.

Response (9a): This standard is inapplicable as this project does not involve establishing a new ambulatory surgical facility.

(b) An application shall assess the impact of the proposed project on surgical case volume at general hospitals:

(i) If the applicant's needs assessment includes surgical cases performed by one or more physicians who currently perform cases at a hospital within the defined service area of the proposed ambulatory surgical facility that, in the aggregate, account for 18 percent or more of the operating room time in use at a hospital, then the applicant shall include, as part of its impact assessment, a projection of the levels of use at the affected hospital for at least three years following the anticipated opening of the proposed ambulatory surgical facility.

(ii) The operating room capacity assumptions in Regulation .07A of this chapter and the operating room inventory rules in Regulation .07C of this chapter shall be used in the impact assessment.

Response (9b): This project will not impact surgical cases at general hospitals as all physicians are already employed by CESC.

Response (9): See completed Addendum B for Individual Physician Data.

Standard .05B (10) <u>Preference in Comparative Reviews.</u>
In a comparative review of CON applications to establish an ambulatory surgical facility or provide surgical services, preference will be given to a project that commits to serve a larger proportion of charity care and Medicaid patients. An applicant's commitment to provide charity care will be evaluated based on its past record of providing such care and its proposed outreach strategies for meeting its projected level of charity care.

10.24.01.08G(3)(b). <u>Need</u>.

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

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

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

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

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

Complete Tables 1 and/or 2 below, as applies.

Response: Demand for Ophthalmologists with Aging Population. By 2030, more than 72 million people will be over 60 years of age and the population growth of those older than 85 years is a fast-growing segment. In 2019, An Aging Nation, released by the U.S. Census Bureau, indicated Americans are living longer. While many are living healthier lives, advanced age is associated with an increased risk for a number of medical conditions, related to the eye, that include: cataract, glaucoma, macular degeneration, and retinopathy. All of these conditions rank as leading causes of vision loss or blindness. The below table (Source: United States Census Bureau) illustrates a Maryland population growth of 2%; between the ages of 65 and 74 in 2019 the percentage of Maryland's total population was 9.3%, this age range increased to 9.8% of total population in 2021. This particular age range is in CESC's primary and secondary service area. See Exhibit 22 for service area zip codes.

	2019	2021
Under 5 years	5.9%	5.7%
5 to 9 years	5.9%	6.1%
10 to 14 years	6.5%	6.4%
15 to 19 years	6.3%	6.3%
20 to 24 years	6.2%	6.1%
25 to 34 years	13.6%	13.2%
35 to 44 years	13.0%	13.5%
45 to 54 years	13.2%	12.8%
55 to 59 years	6.8%	6.7%
60 to 64 years	6.7%	6.8%
65 to 74 years	9.3%	9.8%
75 to 84 years	4.7%	4.7%
85 years and over	1.9%	1.8%
Total population	6,045,680	6,165,129

[(INSTRUCTION: Complete Table 1 for the Entire Facility, including the proposed project, and Table 2 for the proposed project only using the space provided on the following pages. Only existing facility applicants should complete Table 1. All Applicants should complete Table 2. Please indicate on the Table if the reporting period is Calendar Year (CY) or Fiscal Year (FY)]

TABLE 1: STATISTICAL PROJECTIONS - ENTIRE FACILITY

	Two Most Actual Ended Recent Years		Current Year Projected	Projected Years (ending with first full year at full utilization)			
CY or FY (Circle)	2020	2021	2022	2023	2024	2025	2026
a. Number of operating rooms (ORs)	2	2	2	3	3	3	3
● Total Procedures in ORs	-	-	-	-	-	-	-
● Total Cases in ORs	3,121	3,844	4,033	5,165	5,685	6,101	6,605
● Total Surgical Minutes in ORs**	43,338	56,963	60,108	75,289	82,869	88,933	96,280
b. Number of Procedure Rooms (PRs)	2	2	2	2	2	2	2
● Total Procedures in PRs	708	1,110	954	1,291	1,421	1,525	1,651
● Total Cases in PRs	-	-	-	-	-	-	-
● Total Minutes in PRs**	3,540	5,550	4,768	6,456	7,106	7,626	8,256

*Number of beds and occupancy percentage should be reported on the basis of licensed beds.
**Do not include turnover time.

TABLE 2: STATISTICAL PROJECTIONS - PROPOSED PROJECT
(INSTRUCTION: All applicants should complete this table.)

	Projected Years (Ending with first full year at full utilization)			
CY or FY (Circle)	2023	2024	2025	2026
a. Number of operating rooms (ORs)	1	1	1	1
● Total Procedures in ORs	-	-	-	-
● Total Cases in ORs	1,377	1,705	1,830	2,202
● Total Surgical Minutes in ORs**	20,077	24,861	26,680	32,093
b. Number of Procedure Rooms (PRs)	-	-	-	-
● Total Procedures in PRs	-	-	-	-
● Total Cases in PRs	-	-	-	-
● Total Minutes in PRs**	-	-	-	-

*Do not include turnover time

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

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

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

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

Response: The proposed plan is the most cost-effective route to achieve the goal of an additional operating room while also maintaining the desired number of recovery beds. Other plans were suggested that involved less expansion but ultimately did not meet the minimum requirements for CESC to be able to maintain patient comfort & satisfaction while reducing the overall wait time for surgery. CESC currently has two OR rooms and utilizes 7 pre/post-op beds, but all alternate plans only allowed 4 pre/post-op beds in the space base on the FGI Guidelines. These options were not viably due to the fact that only 4 pre/post-op beds would not allow CESC to effectively treat patients, therefore, the proposed floor plan to expand into the adjoining suite was proposed. The adjoining suite is part of the lease which CESC holds and houses other operations for the Chesapeake Eye & Laser Center company and the expansion would not greatly affect any services offered in this area.

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

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

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

- Complete Tables 3 and/or 4 below, as applicable. Attach additional pages as necessary detailing assumptions with respect to each revenue and expense line item.

- Complete Table L (Workforce) from the Hospital CON Application Table Package.

- Audited financial statements for the past two years should be provided by all applicant entities and parent companies to demonstrate the financial condition of the entities involved and the availability of the equity contribution. If audited financial statements are not available for the entity or individuals that will provide the equity contribution, submit documentation of the financial condition of the entities and/or individuals providing the funds and the availability of such funds. Acceptable documentation is a letter signed by an independent Certified Public Accountant. Such letter shall detail the financial information considered by the CPA in reaching the conclusion that adequate funds are available.

- If debt financing is required and/or grants or fund raising is proposed, detail the experience of the entities and/or individuals involved in obtaining such financing and grants and in raising funds for similar projects. If grant funding is proposed, identify the grant that has been or will be pursued and document the eligibility of the proposed project for the grant.

- Describe and document relevant community support for the proposed project.

- Identify the performance requirements applicable to the proposed project (see question 12, "Project Schedule") and explain how the applicant will be able to implement the project in compliance with those performance requirements. Explain the process for completing the project design, obtaining State and local land use, environmental, and design approvals, contracting and obligating the funds within the prescribed time frame. Describe the construction process or refer to a description elsewhere in the application that demonstrates that the project can be completed within the applicable time frame(s).

Response: Refer to financial tables and projections for historical trends and projected data. No debt financing is required for this project, it will be done using 100% cash. See Exhibit 4h for completed Table L Workforce.

TABLE 3: REVENUES AND EXPENSES - ENTIRE FACILITY (including proposed project)

(INSTRUCTION: ALL EXISTING FACILITY APPLICANTS MUST SUBMIT AUDITED FINANCIAL STATEMENTS)

	Two Most Actual Ended Recent Years		Current Year Projected	Projected Years (Ending with first full year at full utilization)			
CY or FY (Circle)	2020	2021	2022	2023	2024	2025	2026
1. Revenue							
c. Gross Patient Service Revenue	$9,308,610	$13,609,049	$13,416,033	$17,431,200	$19,186,200	$20,590,200	$22,291,200
d. Allowance for Bad Debt	-	$22,383	$22,159	$22,000	$22,000	$22,000	$22,000

e. Contractual Allowance	$2,424,224	$6,298,283	$6,287,041	$8,144,134	$8,966,565	$9,624,509	$10,421,634
f. Charity Care	$2,309	-	$2,045	$2,500	$2,500	$2,500	$2,500
g. Net Patient Services Revenue	$6,882,077	$7,288,382	$7,104,788	$9,262,566	$10,195,135	$10,941,191	$11,845,066
h. Other Operating Revenues (Specify)	-	-	-	-	-	-	-
i. Net Operating Revenue	$6,882,077	$7,288,382	$7,104,788	$9,262,566	$10,195,135	$10,941,191	$11,845,066

Table 3 Cont.	Two Most Actual Ended Recent Years		Current Year Projected	Projected Years (Ending with first full year at full utilization)			
	2020	2021	2022	2023	2024	2025	2026
2. Expenses							
a. Salaries, Wages, and Professional Fees, (including fringe benefits)	$971,515	$1,148,581	$1,304,640	$1,511,691	$1,594,026	$1,741,895	$1,893,928
b. Contractual Services	$169,560	$175,529	$166,255	$171,243	$176,380	$181,671	$187,122
c. Interest on Current Debt	-	-	-	-	-	-	-
d. Interest on Project Debt	-	-	-	-	-	-	-
e. Current Depreciation	$163,000	$166,000	$166,000	$166,000	$166,000	$166,000	$166,000
f. Project Depreciation	-	-	-	$59,200	$59,200	$59,200	$59,200
g. Current Amortization	-	-	-	-	-	-	-
h. Project Amortization	-	-	-	-	-	-	-
i. Supplies	$2,975,490	$3,017,349	$2,787,199	$3,621,355	$3,985,959	$4,277,642	$4,631,027
j. Office Expense + medical surgical costs + marketing + Professional fees	$286,073	$311,771	$333,967	$343,986	$354,306	$364,935	$375,883
k. Total Operating Expenses	$4,565,639	$4,819,229	$4,758,062	$5,873,475	$6,335,871	$6,791,343	$7,313,160

3. Income							
a. Income from Operation	$2,316,438	$2,469,153	$2,346,727	$3,389,091	$3,859,264	$4,149,847	$4,531,906
b. Non-Operating Income	-	-	-	-	-	-	-
c. Subtotal	$2,316,438	$2,469,153	$2,346,727	$3,389,091	$3,859,264	$4,149,847	$4,531,906
d. Income Taxes	-	-	-	-	-	-	-
e. Net Income (Loss)	$2,316,438	$2,469,153	$2,346,727	$3,389,091	$3,859,264	$4,149,847	$4,531,906
Table 3 Cont.	Two Most Actual Ended Recent Years		Current Year Projected	Projected Years (Ending with first full year at full utilization)			
	2020	2021	2022	2023	2024	2025	2026
4. Patient Mix: A. Percent of Total Revenue							
1. Medicare	40.6%	39.2%	39.2%	39.7%	39.7%	39.7%	39.7%
2. Medicaid	0.3%	0.6%	0.6%	0.5%	0.5%	0.5%	0.5%
3. Blue Cross	10.7%	13.9%	12.6%	12.4%	12.4%	12.4%	12.4%
4. Commercial Insurance	8.4%	9.4%	9.0%	8.9%	8.9%	8.9%	8.9%
5. Self-Pay	40.0%	36.8%	38.9%	38.6%	38.6%	38.6%	38.6%
6. Other (Specify)	0.0%	0.1%	-0.3%	-0.1%	-0.1%	-0.1%	-0.1%
7. TOTAL	100%	100%	100%	100%	100%	100%	100%
B. Percent of Patient Days/Visits/Procedures (as applicable)							
1. Medicare	67.6%	70.4%	70.8%	69.6%	69.6%	69.6%	69.6%
2. Medicaid	0.6%	0.7%	0.5%	0.6%	0.6%	0.6%	0.6%
3. Blue Cross	17.1%	17.2%	16.1%	16.8%	16.8%	16.8%	16.8%
4. Commercial Insurance	10.5%	9.9%	11.0%	10.5%	10.5%	10.5%	10.5%
5. Self-Pay	4.0%	1.6%	1.5%	2.4%	2.4%	2.4%	2.4%
6. Other (Specify)	0.1%	0.2%	0.1%	0.1%	0.1%	0.1%	0.1%
7. TOTAL	100%	100%	100%	100%	100%	100%	100%

TABLE 4: REVENUES AND EXPENSES - PROPOSED PROJECT

(INSTRUCTION: Each applicant should complete this table for the proposed project only)

	Projected Years (Ending with first full year at full utilization)			
CY or FY (Circle)	2023	2024	2025	2026
1. Revenues				
a. Inpatient Services	-	-	-	-
b. Outpatient Services	$4,648,320	$5,116,320	$5,490,720	$5,944,320
c. Gross Patient Services Revenue	$4,648,320	$5,116,320	$5,490,720	$5,944,320
d. Allowance for Bad Debt	$5,867	$5,867	$5,867	$5,867
e. Contractual Allowance	$2,171,769	$2,391,084	$2,566,536	$2,779,103
f. Charity Care	$667	$667	$667	$667
g. Net Patient Care Service Revenues	$2,470,018	$2,718,703	$2,917,651	$3,158,684
h. Total Net Operating Revenue	$2,470,018	$2,718,703	$2,917,651	$3,158,684
2. Expenses				
a. Salaries, Wages, and Professional Fees, (including fringe benefits)	$403,118	$425,073.70	$464,505	$505,047
b. Contractual Services	$45,665	$47,035	$48,446	$49,899
c. Interest on Current Debt	-	-	-	-
d. Interest on Project Debt	-	-	-	-
e. Current Depreciation	$44,267	$44,267	$44,267	$44,267
f. Project Depreciation	$15,787	$15,787	$15,787	$15,787
g. Current Amortization	-	-	-	-
h. Project Amortization	-	-	-	-
i. Supplies	$965,695	$1,062,922	$1,140,705	$1,234,941
j. Other Expenses (Specify)	$91,730	$94,482	$97,316	$100,235
k. Total Operating Expenses	$1,566,260	$1,689,566	$1,811,025	$1,950,176
3. Income				
a. Income from Operation	$903,757	$1,029,137	$1,106,626	$1,208,508

Table 4 Cont.	Projected Years (Ending with first full year at full utilization)			
CY or FY (Circle)	2023	2024	2025	2026
b. Non-Operating Income	-	-	-	-
c. Subtotal	$903,757	$1,029,137	$1,106,626	$1,208,508
d. Income Taxes	-	-	-	-
e. Net Income (Loss)	$903,757	$1,029,137	$1,106,626	$1,208,508
4. Patient Mix: A. Percent of Total Revenue				
1. Medicare	39.7%	39.7%	39.7%	39.7%
2. Medicaid	0.5%	0.5%	0.5%	0.5%
3. Blue Cross	12.4%	12.4%	12.4%	12.4%
4. Commercial Insurance	8.9%	8.9%	8.9%	8.9%
5. Self-Pay	38.6%	38.6%	38.6%	38.6%
6. Other (Specify)	-0.1%	-0.1%	-0.1%	-0.1%
7. TOTAL	**100%**	**100%**	**100%**	**100%**
B. Percent of Patient Days/Visits/Procedures (as applicable)				
1. Medicare	69.6%	69.6%	69.6%	69.6%
2. Medicaid	0.6%	0.6%	0.6%	0.6%
3. Blue Cross	16.8%	16.8%	16.8%	16.8%
4. Commercial Insurance	10.5%	10.5%	10.5%	10.5%
5. Self-Pay	2.4%	2.4%	2.4%	2.4%
6. Other (Specify)	0.1%	0.1%	0.1%	0.1%
7. TOTAL	**100%**	**100%**	**100%**	**100%**

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

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

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

Response (3e): See Exhibit 19 Original Certificate of Need

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

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

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

a) On the volume of service provided by all other existing health care providers that are likely to experience some impact as a result of this project;

b) On the payer mix of all other existing health care providers that are likely to experience some impact on payer mix as a result of this project. If an applicant for a new nursing home claims no impact on payer mix, the applicant must identify the likely source of any expected increase in patients by payer.

c) On access to health care services for the service area population that will be served by the project. (State and support the assumptions used in this analysis of the impact on access);

d) On costs to the health care delivery system.

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

Response (3f): It is common for surgeons to maintain credentialing with more than one ASC and/or hospital. This provides new surgeons with options for securing operating room time as established, high volume surgeons and facility owners generally are given scheduling preference for operating room time. For established, and new, surgeons in multiple physician practices, this provides the opportunity to perform surgery at a facility near their practice and/or patient population. The benefits to the patient include – treatment by a preferred provider; treatment at a convenient geographic location; treatment at a facility with a specialized team and equipment; a wider offering of surgical appointments. Physicians benefit from the opportunity to expand their practice within a desired geographic region, access to specific equipment and personnel, expanded operating room time and/or block scheduling, increased opportunity to schedule urgent cases, and efficiency in time management with a practice in close proximity to their facility. Given the trend of managing previously hospital-based ophthalmic surgery in an ASC setting, and the interest of surgeons to align with multiple facilities suited to their patient's needs and their practice specialty, it is unlikely the proposed project will have an adverse impact on existing health care providers in the service area as the additional operating room is proposed to meet both the current and projected case volume that is consistent with the population growth in the area and, therefore, the demand for facilities with the capacity to accommodate this growth and expanding physician practices and specialized services.

ADDENDUM A: ADDRESSING THE CHARITY CARE STANDARD

(3) Charity Care Policy. (a) Each hospital and ambulatory surgical facility shall have a written policy for the provision of charity care that ensures access to services regardless of an individual's ability to pay and shall provide ambulatory surgical services on a charitable basis to qualified indigent persons consistent with this policy. The policy shall have the following provisions:	Provide a copy of the policy. **Response:** Please refer to previous answers regarding Charity Care and see Exhibit 10 for all documentation regarding Charity Care.
(i) Determination of Eligibility for Charity Care. Within two business days following a patient's request for charity care services, application for medical assistance, or both, the facility shall make a determination of probable eligibility.	Quote the specific language from the policy that describes the determination *of probable eligibility* within 2 business days (as well as a citation to the location within the policy). Provide a copy of your policy regarding a determination of probable eligibility within two business days of request for charity/reduced fee care or application for Medicaid Quote the specific language from the policy that describes the determination *of probable eligibility* (and give a citation to the location within the policy). Provide copies of any application and/or other forms involved in the process for making a determination of probable eligibility within two business days. Provide a copy of your procedures, if any, and other documents that detail your process for making a determination of probable eligibility and your procedures, if any, for making a final determination. *Note that requiring a completed application with documentation does not comply with this standard, which is intended to ensure that a procedure is in place to inform a potential charity/reduced fee care recipient of his/her probable eligibility within two business days of initial inquiry or application for Medicaid based on a simple and expeditious process.* *A two-step process that allows for a probable determination to be communicated within two days based on an abridged set of information, followed by a final determination based on a completed*

	application with the required documentation is permissible. But the policy must include the more easily navigated determination of probable eligibility.
(ii) Notice of Charity Care Policy. Public notice and information regarding the facility's charity care policy shall be disseminated, on an annual basis, through methods designed to best reach the facility's service area population and in a format understandable by the service area population. Notices regarding the facility's charity care policy shall be posted in the registration area and business office of the facility. Prior to a patient's arrival for surgery, the facility shall address any financial concerns of the patient, and individual notice regarding the facility's charity care policy shall be provided.	Quote the specific language from the policy that describes the method of implementing, and provide a sample for each communications vehicle(s).
(iii) Criteria for Eligibility. A hospital shall comply with applicable State statutes and Health Services Cost Review Commission ("HSCRC") regulations regarding financial assistance policies and charity care eligibility. An ASF, at a minimum, shall include the following eligibility criteria in its charity care policies. • Persons with family income below 100 percent of the current federal poverty guideline who have no health insurance coverage and are not eligible for any public program providing coverage for medical expenses shall be eligible for services free of charge. • At a minimum, persons with family income above 100 percent of the federal poverty guideline but below 200 percent of the federal poverty guideline shall be eligible for services at a discounted charge, based on a sliding scale of discounts for family income bands. A health maintenance organization, acting as both the insurer and provider of health care services for members, shall have a financial assistance policy for its members that is consistent with the minimum eligibility criteria for charity care required of ASFs described in these regulations.	Quote the specific language from the policy that describes the provisions for the sliding fee scale and time payment plans…also provide a citation to the location within the policy where the language can be found.

(b) A hospital with a level of charity care, defined as the percentage of total operating expenses that falls within the bottom quartile of all hospitals, as reported in the most recent HSCRC Community Benefit Report, shall demonstrate that its level of charity care is appropriate to the needs of its service area population.	Offer a complete explanation describing why its level of charity care is appropriate to the needs of its service area population.
(c) A proposal to establish or expand an ASF for which third party reimbursement is available, shall commit to provide charitable surgical services to indigent patients that are equivalent to at least the average amount of charity care provided by ASFs in the most recent year reported, measured as a percentage of total operating expenses. The applicant shall demonstrate that:	
(i) Its track record in the provision of charitable health care facility services supports the credibility of its commitment; and	Provide data on history of charity care provision.
(ii) It has a specific plan for achieving the level of charitable care provision to which it is committed.	Describe the plan to meet the charity care commitment. An "ideal" response for demonstrating a serious *"specific plan for achieving the level of charitable care provision to which it is committed"* would: a) name the specific social service organizations/agencies that an applicant has contacted or plans to contact to inform them of the availability of charity care, and; b) incorporate a real-time reporting mechanism that will alert management regarding its progress toward its charity care commitment, and a statement of what actions will then be taken.
(iii) If an existing ASF has not met the expected level of charity care for the two most recent years reported to MHCC, the applicant shall demonstrate that its historic level of charity care was appropriate to the needs of the service area population.	
(d) A health maintenance organization, acting as both the insurer and provider of health care services for members, if applying for a Certificate of Need for a surgical facility project, shall make a commitment to provide charitable services to indigent patients. Charitable services may be surgical or non-surgical and may include charitable programs that subsidize health plan coverage. At a minimum, the amount of charitable services provided as a percentage of total operating expenses for the health maintenance organization will be equivalent to the average amount of charity care provided statewide by ASFs, measured as a percentage of total ASF expenses, in the most recent year reported. The applicant shall demonstrate that:	

(i) Its track record in the provision of charitable health care facility services supports the credibility of its commitment; and (ii) It has a specific plan for achieving the level of charitable care provision to which it is committed. (iii) If the health maintenance organization's track record is not consistent with the expected level for the population in the proposed service area, the applicant shall demonstrate that its historic level of charity care was appropriate to the needs of the population in the proposed service area.	

ADDENDUM B: PROVIDING INDIVIDUAL PHYSICIAN VOLUME DATA

Volume projections – ambulatory surgery facility applications

This forms package has been prepared to assist CON applicants for Ambulatory Surgical Facilities in providing information required for the CON review (see below). Each potentially involved physician should be asked to complete an individual submission, and the project sponsor (applicant) should aggregate that data (final table in this package). The information requested in this form will enable the applicant to comply with the regulations (listed immediately below) that prescribe data an applicant must provide.

The State Health Plan….General Surgical Services

Excerpted from COMAR 10.24.11.06C.

An application to establish a new ambulatory surgical facility shall present the following data as part of its impact assessment, in addition to addressing COMAR 10.24.01.08G(3)(f):

(1) The number of surgical cases projected for the facility and for each physician and practitioner;

(2) A minimum of two years of historic case volume data for each physician or practitioner, identifying each facility at which cases were performed and the average operating room time per case. Calendar year or fiscal year data may be provided as long as the time period is identified and is consistent for all physicians; and

(3) The proportion of case volume expected to shift from each existing facility to the proposed facility.

(4) Impact on an affected hospital.

(a) If the needs assessment includes surgical cases performed by one or more physicians who currently perform cases at a hospital within the defined service area of the proposed ambulatory surgical facility that, in the aggregate, account for 18 percent of the operating room capacity at a hospital, then the applicant shall include, as part of the impact assessment, a projection of the levels of use at the affected hospital for at least three years following the anticipated opening of the proposed ambulatory surgical facility; and

(b) The operating room capacity assumptions in .06A of this Chapter and the operating room inventory rules in .06D of this Chapter shall be used in the impact assessment.

Note: duplicate and/or expand these forms as needed to accommodate providers.

Individual Physician's Submission (provide this form for each physician who will do procedures at the proposed facility)

Physician Name	Surgical Volume Latest 2 complete years				Projections						Facility(s) from which these cases will be migrating
	Year 2020		Year 2021		2023		2024		2025		
	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	
Maria Scott	1,563	17,652	1,803	20,058	960	10,680	920	10,235	900	10,012	N/A
Olivia Dryjski	154	2,755	199	3,443	600	10,380	720	12,456	840	14,532	N/A
Heather Nesti	794	11,311	935	14,437	2,080	32,116	2,080	35,204	2,080	35,204	N/A
Orin Zwick	469	9,495	600	13,733	576	13,183	576	13,183	576	13,183	N/A
Gaurav Srivastava	141	2,125	307	5,293	960	16,552	1,080	18,621	1,200	20,690	N/A
Prisca Diala	N/A Only Yags (Does not work in OR)										N/A
Luke Chang	-	-	-	-	720	12,414	810	13,966	870	15,000	N/A

5 most frequently performed surgeries, two most recent years

* List in descending order based on the cumulative 2-year volume

Physician: Maria Scott		
Surgical Procedure*	**Yr 1**	**Yr2**
Phaco IOL w/ Femto Laser	945	1273
Phaco with IOL	308	469
Phaco IOL w/ Femto Laser/ MIG	9	16
IOL Exchange	6	7
Phaco IOL w/ Micro Implantable Stent	2	6

Physician: Olivia Dryjski		
Surgical Procedure*	**Yr 1**	**Yr2**
Phaco IOL w/ Femto Laser	54	79
Phaco with IOL	42	42
Pterygium Excision	15	16
Lesion Removal	7	10
DSEK-Descemet's Stripping Endothelial Keratoplasty	8	8

Physician: Heather Nesti		
Surgical Procedure*	**Yr 1**	**Yr2**
Phaco IOL w/ Femto Laser	320	481
Phaco with IOL	203	307
Phaco IOL w/ Femto Laser/ MIG	29	35
Phaco IOL w/ Micro Implantable Stent	16	22
Aqueous Tube Shunt w/ Patch Graft	6	11

Physician: Orin Zwick		
Surgical Procedure*	**Yr 1**	**Yr2**
Blepharoplasty	148	249
Ptosis Repair	46	116
Mohs Reconstruction	51	57
Oculoplastics	33	49
Entropion Repair	13	17

Physician: Luke Chang		
Surgical Procedure*	**Yr 1**	**Yr2**
Phaco IOL w/ Femto Laser	-	-
Phaco with IOL	-	-
Phaco IOL w/ Femto Laser/ MIG	-	-
Blepharoplasty	-	-
Ptosis Repair	-	-

Physician: Gaurav Srivastava		
Surgical Procedure*	**Yr 1**	**Yr2**
Phaco IOL w/ Femto Laser	81	232
Phaco with IOL	15	64

Physician: Prisca Diala		
Surgical Procedure*	**Yr 1**	**Yr2**
N/A Only Yag Lasers (Does not work in the OR)		

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

Signature: Scott Lastova

Print Name: **Scott Lastova**

LIST OF EXHIBITS

1. Ownership
2. Floor Plans
    a. Existing Floor Plan
    b. Proposed Floor Plan
3. Architect's Letter
4. CON Table Packet
    a. Table B: Department Gross Square-footage
    b. Table C: Construction Characteristics
    c. Table D: Onsite and offsite cost included
    d. Table E: Project Budget
    e. Table F: Entire Facility – Statistical Projections
    f. Table G: Entire Facility – Revenues & Expense, Uninflated
    g. Table H: Entire Facility – Revenues & Expenses, Inflated
    h. Table L: Workforce Information
5. Statement of Assumptions
6. Approved Procedure list
7. Facility Services Fee Schedules
8. Patient Care Policies – Financial Agreements
9. Insurance Forms and Fee Sheets
    a. Verification Form
    b. 20% Co-Insurance Federal Blue Cross and Blue Shield Fee Sheet
    c. 20% Co-Insurance CareFirst Blue Cross and Blue Shield of Maryland Fee Sheet
    d. 20% Co-Insurance Medicare Fee Sheet
10. Charity Care Policy
    a. Charity Care – A Guide to Implementing or Charitable Cataract Surgery Program
    b. Operation Sight Policy
    c. Operation Sight Charity Care in English and Spanish
    d. Operation Sight Application
    e. Public Notice Media Outlets
11. QAPI Policy
12. Lease Agreement
13. Transfer Agreement
14. Patient Transfer Policy
15. Surgery Center License
16. AAAHC Accreditation Letter
17. Notice of Compliance with Health Component Requirements MHCC
    a. Compliance Letter from April 25, 2019
    b. Compliance Letter from June 23, 2022
    c. Compliance Letter from July 12, 2022
18. CLIA Certificate of Waiver
19. Original Certificate of Need
20. Maryland HCC Acknowledgment Letter
21. Brief Economic Facts – Anne Arundel County
22. Patient Population Analysis

EXHIBIT 1:

OWNERSHIP

Facility Name Chesapeake Eye Surgery Center, LLC

Updated 05/12/2022

AAAHC Change Notification - Organization ID 23114

Ownership Structure

2% ownership or more AAAHC Notices

Updated 4/7/2022

Ownership Prior to 4/7/2022

NAME AND TITLE	ADDRESS	PERCENTAGE OWNED
Chesapeake Eye Surgery Center, LLC	2002 Medical Parkway, Suite 330, Annapolis, MD 21401	100% of Chesapeake Eye Surgery Center
Chesapeake Eye Care Company, LLC	601 Lexington Ave, FL 55, New York, NY 10022-4611	100% Chesapeake Eye Surgery Center, LLC
Chesapeake Eye Care Intermediary II, LLC	601 Lexington Ave, FL 55, New York, NY 10022-4611	100% Chesapeake Eye Care Company, LLC
Chesapeake Eye Care Intermediary I, LLC	601 Lexington Ave, FL 55, New York, NY 10022-4611	100% Chesapeake Eye Care Intermediary II, LLC
Chesapeake Eye Care Holdco, LLC	601 Lexington Ave, FL 55, New York, NY 10022-4611	100% Chesapeake Eye Care Intermediary I, LLC
Centre Partners Capital Investors VI, LP	601 Lexington Ave, FL 55, New York, NY 10022-4611	100% of Chesapeake Eye Care Holdco, LLC
Centre Partners VI Opportunity Fund, LP		
Eye Care Specialists PC		
Maria Scott		
Mark Whitten		
Heather Nesti		
Augustus Stern		
Sidney Chang		
Scott LaBorwit		
Twin Brook		

	Owner	PERCENTAGE OWNED
Chesapeake Eye Care Holdco Owners with >2%	Centre Partners Capital Investors VI, LP	31.16%
	Centre Partners VI Opportunity Fund, LP	3.59%
	Eye Care Specialists PC	10.71%
	Maria Scott MD	15.45%
	Mark Whitten MD	4.70%
	Heather Nesti MD	2.55%
	Augustus Stern MD	5.93%
	Sidney Chang MD	4.81%
	Scott LaBorwit	3.34%
	Twin Brook	2.70%

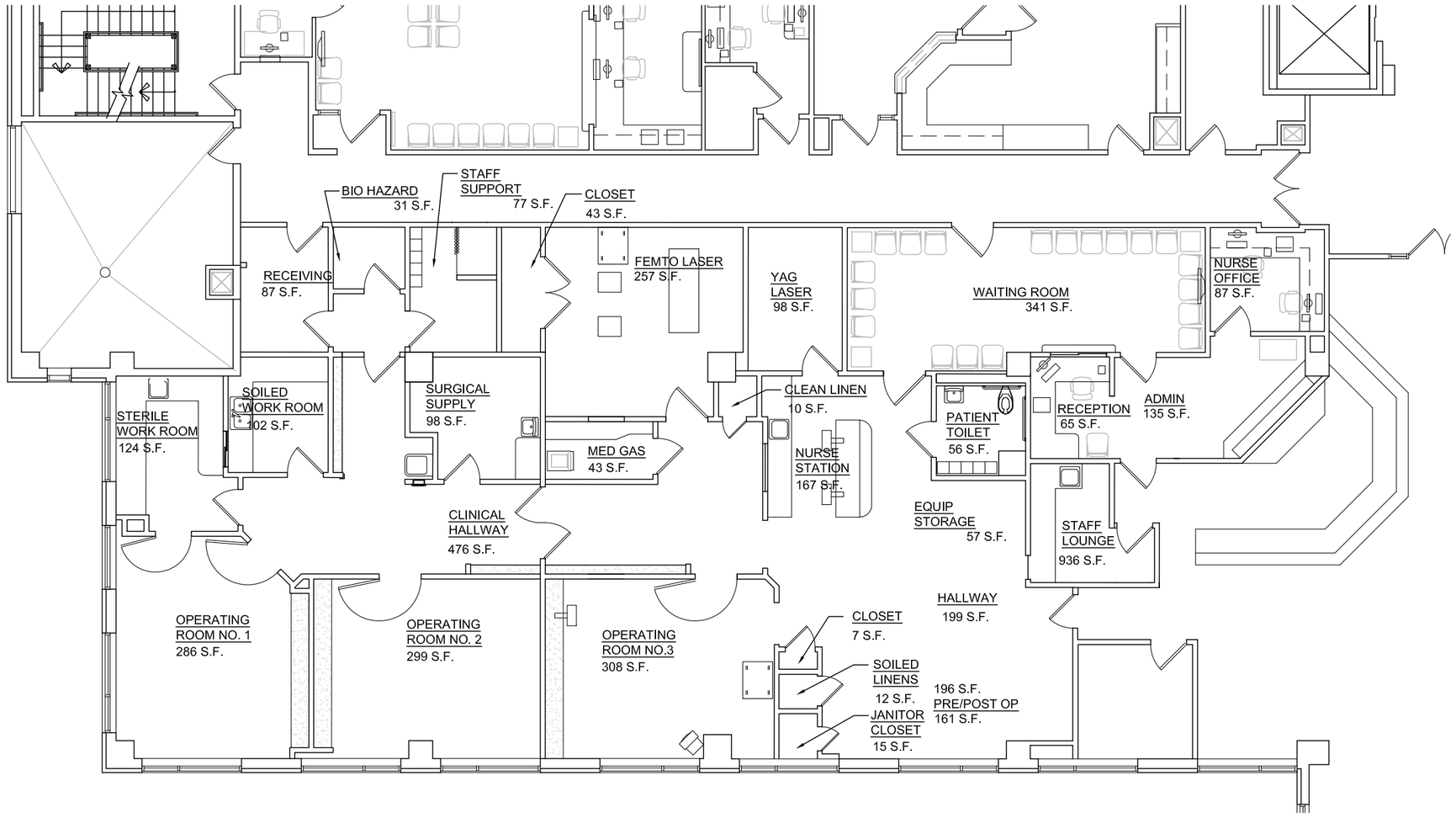
Ownership effective 4/7/2022

NAME AND TITLE	ADDRESS	PERCENTAGE OWNED
Chesapeake Eye Surgery Center, LLC	2002 Medical Parkway, Suite 330, Annapolis, MD 21401	100% of Chesapeake Eye Surgery Center
Chesapeake Eye Care Company, LLC	601 Lexington Ave, FL 55, New York, NY 10022-4611	100% Chesapeake Eye Surgery Center, LLC
Chesapeake Eye Care Intermediary II, LLC	601 Lexington Ave, FL 55, New York, NY 10022-4611	100% Chesapeake Eye Care Company, LLC
Chesapeake Eye Care Intermediary I, LLC	601 Lexington Ave, FL 55, New York, NY 10022-4611	100% Chesapeake Eye Care Intermediary II, LLC
Vision Innovation Partners Borrowers LLC	One Maritime Plaza, Suite 2300, San Francisco, CA 94111	100% Chesapeake Eye Care Intermediary I, LLC
Vision Innovation Partners Guarantor LLC	One Maritime Plaza, Suite 2300, San Francisco, CA 94111	100% Vision Innovation Partners Borrowers LLC
Vision Innovation Partners Holdco LLC	One Maritime Plaza, Suite 2300, San Francisco, CA 94111	100% Vision Innovation Partner Guarantor LLC
Vision Innovation Partners Topco, L.P.	One Maritime Plaza, Suite 2300, San Francisco, CA 94111	100% of Vision Innovation Partners Holdco LLC
Gryphon Partners, VI, LP	One Maritime Plaza, Suite 2300 San Francisco, California 94111	100% of Vision Innovation Partners Topco, L.P.
Gryphon Partners VI-A, LP		
Maria Scott, MD		

	Owner	PERCENTAGE OWNED
Vision Innovation Partners Topco, L.P. Owners with >2%	Gryphon Partners, VI, LP	30.30%
	Gryphon Partners VI-A, LP	41.00%
	Maria Scott, MD	4.50%

EXHIBIT 2:

FLOOR PLANS



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A-101

EXISTING FLOOR PLAN

SCALE: 3/32"=1'-0"

CHESAPEAKE AMBULATORY SURGERY CENTER
2002 MEDICAL PARKWAY
SUITE 310
ANNAPOLIS, MD 21401

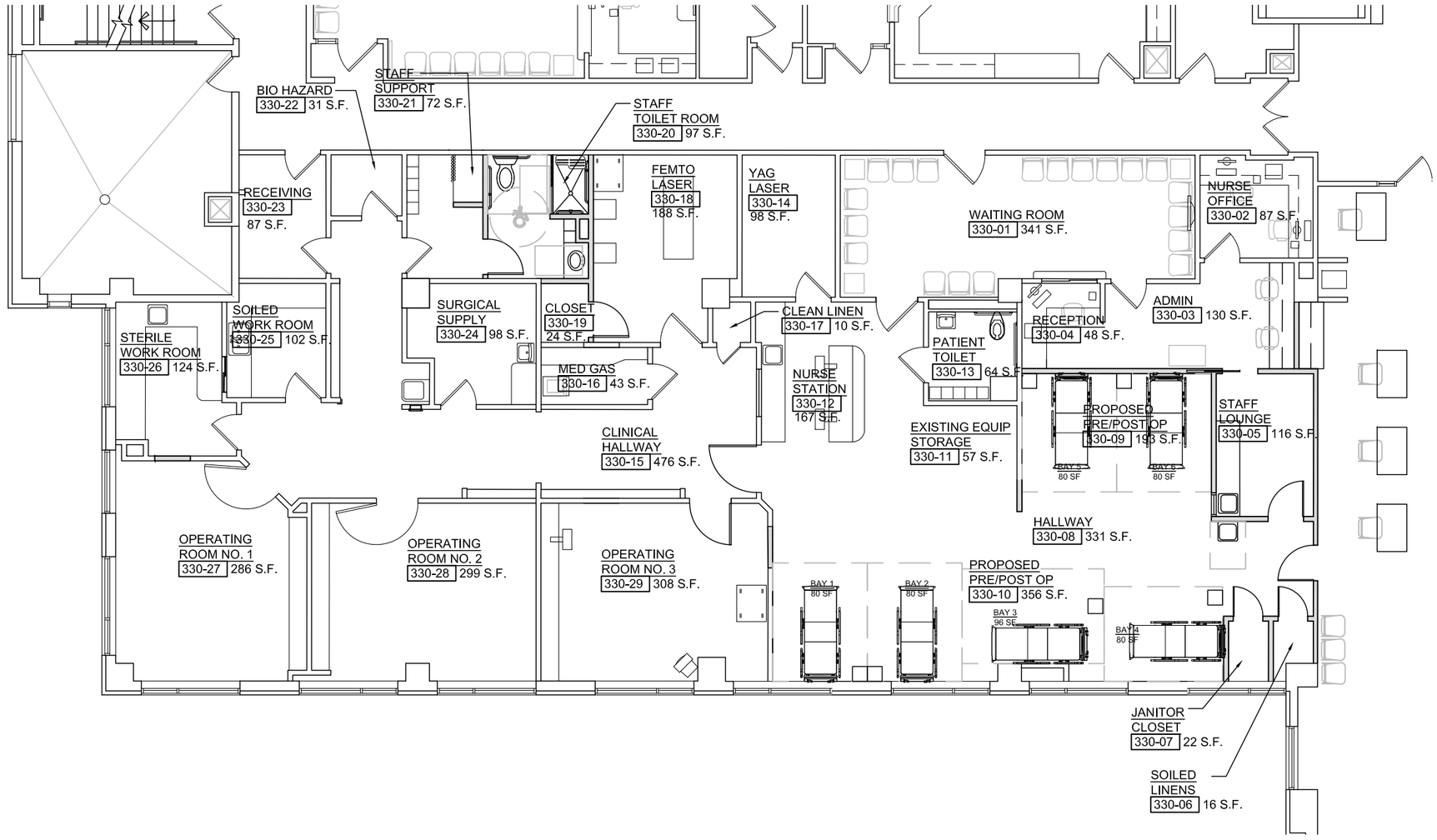
Ballina GROUP, LLC
1439 Monroe Ave, Ste. 1, Dunmore, Pennsylvania 18509
Tel: 570 207 0195 email: info@ballinagroup.com
www.ballinagroup.com

No.	Description	Date

EXISTING
FLOOR PLAN

Project Number	2022-17
Date	10/07/2022
Drawn By	MLY/CGA
Checked By	BAC
Scale	3/32" = 1'-0"

A-101



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PROPOSED FLOOR PLAN

SCALE: 3/32"=1'-0"

CHESAPEAKE AMBULATORY SURGERY CENTER
2002 MEDICAL PARKWAY
SUITE 310
ANNAPOLIS, MD 21401

Ballina GROUP, LLC
1439 Monroe Ave, Ste. 1, Dunmore, Pennsylvania 18509
Tel: 570 207 0195 email: info@ballinagroup.com
www.ballinagroup.com

No.	Description	Date

PROPOSED FLOOR PLAN

Project Number	2022-17
Date	10/07/2022
Drawn By	MLY/CGA
Checked By	BAC
Scale	3/32" = 1'-0"

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EXHIBIT 3:

ARCHITECT'S LETTER

Bällina
GROUP, LLC

October 7, 2022

Ruby Potter
Health Facilities Coordinator
Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, Maryland 21215

RE: ASC Certificate of Need Application
Chesapeake Eye Surgery Center, LLC
2002 Medical Parkway, Suite 330
Annapolis, MD 21401
License No: A1358

Dear Ms. Potter,

Please be advised that the design and construction of the anticipated ASC Expansion and Renovations will adhere to the latest requirements of The Facility Guidelines Institute for the Construction of Outpatient Facilities 2018 Edition.

Sincerely,

Jordan G. Clark, AIA
Managing Principal/Partner
570.207.0195
jclark@ballinagroup.com

The Ballina Group, LLC
Brian A. Clark, AIA
Jordan G. Clark, AIA
1439 Monroe Ave, Suite 1
Dunmore, Pa 18509
ph. 570.207.0195
fax. 570.207.0198
info@ballinagroup.com

EXHIBIT 4:

CON TABLE PACKET

Name of Applicant: Chesapeake Eye Surgery Center, LLC

Date of Submission: 7-Oct-22

Applicants should follow additional instructions included at the top of each of the following worksheets. Please ensure all green fields (see above) are filled.

Table Number	Table Title	Instructions
Table B	**Departmental Gross Square Feet**	All applicants, regardless of project type or scope, must complete Table B for all departments and functional areas affected by the proposed project.
Table C	**Construction Characteristics**	All applicants proposing new construction or renovation must complete Table C.
Table D	**Site and Offsite Costs Included and Excluded in Marshall Valuation Costs**	All applicants proposing new construction or renovation must complete Table D.
Table E	**Project Budget**	All applicants, regardless of project type or scope, must complete Table E.
Table F	**Statistical Projections - Entire Facility**	Existing facility applicants must complete Table F. All applicants who complete this table must also complete Tables G and H.
Table G	**Revenues & Expenses, Uninflated - Entire Facility**	Existing facility applicants must complete Table G. The projected revenues and expenses in Table G should be consistent with the volume projections in Table F.
Table H	**Revenues & Expenses, Inflated - Entire Facility**	Existing facility applicants must complete Table H. The projected revenues and expenses in H should be consistent with the projections in Tables F and G.
Table L	**Work Force Information**	All applicants, regardless of project type or scope, must complete Table L.

TABLE B. DEPARTMENTAL GROSS SQUARE FEET AFFECTED BY PROPOSED PROJECT

DEPARTMENT/FUNCTIONAL AREA	DEPARTMENTAL GROSS SQUARE FEET				
	Current	To be Added Thru New Construction	To Be Renovated	To Remain As Is	Total After Project Completion
330-01 WAITING ROOM	341	0	0	341	341
330-02 NURSE OFFICE	87	0	0	87	87
330-03 ADMIN.	135	9	0	121	130
330-04 RECEPTION	65	0	0	48	48
330-05 STAFF LOUNGE	93	116	0	0	116
330-06 SOILED LINENS	12	16	0	0	16
330-07 JANITOR CLOSET	15	22	0	0	22
330-08 HALLWAY	199	132	0	199	331
330-09 PRE/POST OP	0	73	120	0	193
330-10 PRE/POST OP	196	126	34	196	356
CLOSET (REMOVED ENTIRELY)	7	0	0	0	0
330-11 EQUIPMENT STORAGE	57	0	0	57	57
330-12 NURSE STATION	167	0	0	167	167
330-13 PATIENT TOILET	64	0	0	64	64
330-14 YAG LASER	98	0	0	98	98
330-15 CLINICAL HALLWAY	476	0	0	476	476
330-16 MED GAS	43	0	0	43	43
330-17 CLEAN LINEN	10	0	0	10	10
330-18 FEMTO LASER	257	0	0	188	188
330-19 CLOSET	43	0	24	0	24
330-20 STAFF TOILET ROOM	0	0	97	0	97
330-21 STAFF SUPPORT	77	0	0	72	72
330-22 BIO HAZARD	31	0	0	31	31
330-23 RECEIVING	87	0	0	87	87
330-24 SURGICAL SUPPLY	98	0	0	98	98
330-25 SOILED WORK ROOM	102	0	0	102	102
330-26 STERILE WORK ROOM	124	0	0	124	124
330-27 OPERATING ROOM NO. 1	286	0	0	286	286
330-28 OPERATING ROOM NO. 2	299	0	0	299	299
330-29 OPERATING ROOM NO. 3	308	0	0	308	308
Total	3,777	494	275	3,502	4,271

TABLE C. CONSTRUCTION CHARACTERISTICS

	NEW CONSTRUCTION	RENOVATION
BASE BUILDING CHARACTERISTICS	**Check if applicable**	
Class of Construction (for renovations the class of the building being renovated)*		
Class A	☐	☑
Class B	☐	☐
Class C	☐	☐
Class D	☐	☐
Type of Construction/Renovation*		
Low	☐	☐
Average	☐	☐
Good	☐	☐
Excellent	☐	☑
Number of Stories		

*As defined by Marshall Valuation Service

PROJECT SPACE	**List Number of Feet, if applicable**	
Total Square Footage	**Total Square Feet**	
Basement	N/A	N/A
First Floor	N/A	N/A
Second Floor	N/A	N/A
Third Floor	N/A	3,777
Fourth Floor	N/A	N/A
Average Square Feet		
Perimeter in Linear Feet	**Linear Feet**	
Basement	N/A	N/A
First Floor	N/A	N/A
Second Floor	N/A	N/A
Third Floor	N/A	332'
Fourth Floor	N/A	N/A
Total Linear Feet		**332'**
Average Linear Feet		
Wall Height (floor to eaves)	**Feet**	
Basement	N/A	N/A
First Floor	N/A	N/A
Second Floor	N/A	N/A
Third Floor	N/A	12' - 0"
Fourth Floor	N/A	N/A
Average Wall Height		**12'-0"**
OTHER COMPONENTS		
Elevators	**List Number**	
Passenger	N/A	N/A
Freight	N/A	N/A
Sprinklers	**Square Feet Covered**	
Wet System	494	3,777
Dry System	N/A	N/A
Other	**Describe Type**	
Type of HVAC System for proposed project	Renovations and Additions	
Type of Exterior Walls for proposed project	Existing to Remain	

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

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

*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.

TABLE E. PROJECT BUDGET

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		$320,061	$320,061
(2) Fixed Equipment (not included in construction)		$13,500	$13,500
(3) Architect/Engineering Fees		$31,000	$31,000
(4) Permits (Building, Utilities, Etc.)		$3,340	$3,340
SUBTOTAL	**$0**	**$367,901**	**$367,901**
c. Other Capital Costs			
(1) Movable Equipment		$131,000	$131,000
(2) Contingency Allowance		$21,000	$21,000
(3) Gross interest during construction period		$10,236	$10,236
(4) Other *(Specify/add rows if needed)*		$0	$0
SUBTOTAL	***$0***	***$162,236***	**$162,236**
TOTAL CURRENT CAPITAL COSTS	**$0**	**$530,137**	**$530,137**
d. *Land Purchase*			
e. Inflation Allowance (20%)		$106,027	$106,027
TOTAL CAPITAL COSTS	**$0**	**$636,164**	**$636,164**
2. Financing Cost and Other Cash Requirements			
a. Loan Placement Fees		$0	$0
b. Bond Discount		$0	$0
c CON Application Assistance			
c1. Legal Fees		$0	$0
c2. Other (Specify/add rows if needed)		$0	$0
d. Non-CON Consulting Fees			
d1. Legal Fees		$0	$0
d2. Other (Specify/add rows if needed)		$0	$0
e. Debt Service Reserve Fund		$0	$0
f Other *(Specify/add rows if needed)*		$0	$0
SUBTOTAL	***$0***	***$0***	**$0**
3. Working Capital Startup Costs			$0
TOTAL USES OF FUNDS	***$0***	***$636,164***	***$636,164***
B. Sources of Funds			
1. Cash		$636,164	$636,164
2. Philanthropy (to date and expected)		$0	$0
3. Authorized Bonds		$0	$0
4. Interest Income from bond proceeds listed in #3		$0	$0
5. Mortgage		$0	$0
6. Working Capital Loans		$0	$0
7. Grants or Appropriations			
a. Federal		$0	$0
b. State		$0	$0
c. Local		$0	$0
8. Other *(Specify/add rows if needed)*		$0	$0
TOTAL SOURCES OF FUNDS			**$636,164**
	Hospital Building	***Other Structure***	***Total***
Annual Lease Costs (if applicable)			
1. Land		$0	$0
2. Building (Suite 330)		$81,291	$81,291
3. Major Movable Equipment		$0	$0
4. Minor Movable Equipment		$0	$0
5. Other *(Specify/add rows if needed)*		$0	$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.

TABLE F. STATISTICAL PROJECTIONS - ENTIRE FACILITY

	Two Most Recent Years (Actual)		Current Year Projected	Projected Years (ending at least two years after project completion and full occupancy) Include additional years, if needed in order to be consistent with Tables G and H.						
Indicate CY or FY	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**			
1. DISCHARGES: NOT APPLICABLE										
a. General Medical/Surgical*										
b. ICU/CCU										
Total MSGA	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
c. Pediatric										
d. Obstetric										
e. Acute Psychiatric										
Total Acute	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***
f. Rehabilitation										
g. Comprehensive Care										
h. Other (Specify/add rows of needed)										
TOTAL DISCHARGES	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***
2. PATIENT DAYS: NOT APPLICABLE										
a. General Medical/Surgical*										
b. ICU/CCU										
Total MSGA	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
c. Pediatric										
d. Obstetric										
e. Acute Psychiatric										
Total Acute	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***
f. Rehabilitation										
g. Comprehensive Care										
h. Other (Specify/add rows of needed)										
TOTAL PATIENT DAYS	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***

TABLE F. STATISTICAL PROJECTIONS - ENTIRE FACILITY

	Two Most Recent Years (Actual)		Current Year Projected	Projected Years (ending at least two years after project completion and full occupancy) Include additional years, if needed in order to be consistent with Tables G and H.						
Indicate CY or FY	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**			
3. AVERAGE LENGTH OF STAY (patient days divided by discharges): NOT APPLICABLE										
a. General Medical/Surgical*										
b. ICU/CCU										
Total MSGA										
c. Pediatric										
d. Obstetric										
e. Acute Psychiatric										
Total Acute										
f. Rehabilitation										
g. Comprehensive Care										
h. Other (Specify/add rows of needed)										
TOTAL AVERAGE LENGTH OF STAY										
4. NUMBER OF LICENSED BEDS: NOT APPLICABLE										
a. General Medical/Surgical*										
b. ICU/CCU										
Total MSGA	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
c. Pediatric										
d. Obstetric										
e. Acute Psychiatric										
Total Acute	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***
f. Rehabilitation										
g. Comprehensive Care										
h. Other (Specify/add rows of needed)										
TOTAL LICENSED BEDS	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***

TABLE F. STATISTICAL PROJECTIONS - ENTIRE FACILITY

	Two Most Recent Years (Actual)		Current Year Projected	Projected Years (ending at least two years after project completion and full occupancy) Include additional years, if needed in order to be consistent with Tables G and H.						
Indicate CY or FY	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**			
5. OCCUPANCY PERCENTAGE: NOT APPLICABLE *IMPORTANT NOTE: Leap year formulas should be changed by applicant to reflect 366 days per year.										
a. General Medical/Surgical*										
b. ICU/CCU										
Total MSGA										
c. Pediatric										
d. Obstetric										
e. Acute Psychiatric										
Total Acute										
f. Rehabilitation										
g. Comprehensive Care										
h. Other (Specify/add rows of needed)										
TOTAL OCCUPANCY %										
6. OUTPATIENT VISITS										
a. Emergency Department										
b. Same-day Surgery	3,829	4,954	4,986	6,456	7,106	7,626	8,256			
c. Laboratory										
d. Imaging										
e. Other (Specify/add rows of needed)										
TOTAL OUTPATIENT VISITS	***3,829***	***4,954***	***4,986***	***6,456***	***7,106***	***7,626***	***8,256***	***0***	***0***	***0***
7. OBSERVATIONS: NOT APPLICABLE**										
a. Number of Patients										
b. Hours										

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

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

TABLE G. REVENUES & EXPENSES, UNINFLATED - ENTIRE FACILITY

	Two Most Recent Years (Actual)		Current Year Projected	Projected Years (ending at least two years after project completion and full occupancy) Add columns if needed in order to document that the hospital will generate excess revenues over total expenses consistent with the Financial Feasibility standard.						
Indicate CY or FY	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**			
1. REVENUE										
a. Inpatient Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
b. Outpatient Services	$ 9,308,610	$ 13,609,049	$ 13,416,033	$ 17,431,200	$ 19,186,200	$ 20,590,200	$ 22,291,200			
Gross Patient Service Revenues	***$ 9,308,610***	***$ 13,609,049***	***$ 13,416,033***	***$ 17,431,200***	***$ 19,186,200***	***$ 20,590,200***	***$ 22,291,200***	***$ -***	***$ -***	***$ -***
c. Allowance For Bad Debt	$ -	$ 22,383	$ 22,159	$ 22,000	$ 22,000	$ 22,000	$ 22,000			
d. Contractual Allowance	$ 2,424,224	$ 6,298,283	$ 6,287,041	$ 8,144,134	$ 8,966,565	$ 9,624,509	$ 10,421,634			
e. Charity Care	$ 2,309	$ -	$ 2,045	$ 2,500	$ 2,500	$ 2,500	$ 2,500			
Net Patient Services Revenue	***$ 6,882,077***	***$ 7,288,382***	***$ 7,104,788***	***$ 9,262,566***	***$ 10,195,135***	***$ 10,941,191***	***$ 11,845,066***	***$ -***	***$ -***	***$ -***
f. Other Operating Revenues (Specify/add rows if needed)										
NET OPERATING REVENUE	***$ 6,882,077***	***$ 7,288,382***	***$ 7,104,788***	***$ 9,262,566***	***$ 10,195,135***	***$ 10,941,191***	***$ 11,845,066***	***$ -***	***$ -***	***$ -***
2. EXPENSES										
a. Salaries & Wages (including benefits)	$ 971,515	$ 1,148,581	$ 1,304,640	$ 1,711,691	$ 1,884,026	$ 2,021,895	$ 2,188,928			
b. Contractual Services	$ 169,560	$ 175,529	$ 166,255	$ 171,243	$ 176,380	$ 181,671	$ 187,122			
c. Interest on Current Debt										
d. Interest on Project Debt										
e. Current Depreciation	$ 163,000	$ 166,000	$ 166,000	$ 166,000	$ 166,000	$ 166,000	$ 166,000			
f. Project Depreciation				$ 59,200	$ 59,200	$ 59,200	$ 59,200			
g. Current Amortization										
h. Project Amortization										
i. Supplies	$ 2,975,490	$ 3,017,349	$ 2,787,199	$ 3,621,355	$ 3,985,959	$ 4,277,642	$ 4,631,027			
j. Other Expenses (Specify/add rows if needed)	$ 286,073	$ 311,771	$ 333,967	$ 343,986	$ 354,306	$ 364,935	$ 375,883			
TOTAL OPERATING EXPENSES	***$ 4,565,639***	***$ 4,819,229***	***$ 4,758,062***	***$ 6,073,475***	***$ 6,625,871***	***$ 7,071,343***	***$ 7,608,160***	***$ -***	***$ -***	***$ -***
3. INCOME										
a. Income From Operation	**$ 2,316,438**	**$ 2,469,153**	**$ 2,346,727**	**$ 3,189,091**	**$ 3,569,264**	**$ 3,869,847**	**$ 4,236,906**	**$ -**	**$ -**	**$ -**
b. Non-Operating Income										
SUBTOTAL	***$ 2,316,438***	***$ 2,469,153***	***$ 2,346,727***	***$ 3,189,091***	***$ 3,569,264***	***$ 3,869,847***	***$ 4,236,906***	***$ -***	***$ -***	***$ -***
c. Income Taxes										
NET INCOME (LOSS)	***$ 2,316,438***	***$ 2,469,153***	***$ 2,346,727***	***$ 3,189,091***	***$ 3,569,264***	***$ 3,869,847***	***$ 4,236,906***	***$ -***	***$ -***	***$ -***

TABLE G. REVENUES & EXPENSES, UNINFLATED - ENTIRE FACILITY

	Two Most Recent Years (Actual)		Current Year Projected	Projected Years (ending at least two years after project completion and full occupancy) Add columns if needed in order to document that the hospital will generate excess revenues over total expenses consistent with the Financial Feasibility standard.						
Indicate CY or FY	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**			
4. PATIENT MIX										
a. Percent of Total Revenue										
1) Medicare	40.6%	39.2%	39.2%	39.7%	39.7%	39.7%	39.7%			
2) Medicaid	0.3%	0.6%	0.6%	0.5%	0.5%	0.5%	0.5%			
3) Blue Cross	10.7%	13.9%	12.6%	12.4%	12.4%	12.4%	12.4%			
4) Commercial Insurance	8.4%	9.4%	9.0%	8.9%	8.9%	8.9%	8.9%			
5) Self-pay	40.0%	36.8%	38.9%	38.6%	38.6%	38.6%	38.6%			
6) Other	0.0%	0.1%	-0.3%	-0.1%	-0.1%	-0.1%	-0.1%			
TOTAL	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***0.0%***	***0.0%***	***0.0%***
b. Percent of Equivalent Inpatient Days										
1) Medicare	67.6%	70.4%	70.8%	69.6%	69.6%	69.6%	69.6%			
2) Medicaid	0.6%	0.7%	0.5%	0.6%	0.6%	0.6%	0.6%			
3) Blue Cross	17.1%	17.2%	16.1%	16.8%	16.8%	16.8%	16.8%			
4) Commercial Insurance	10.5%	9.9%	11.0%	10.5%	10.5%	10.5%	10.5%			
5) Self-pay	4.0%	1.6%	1.5%	2.4%	2.4%	2.4%	2.4%			
6) Other	0.1%	0.2%	0.1%	0.1%	0.1%	0.1%	0.1%			
TOTAL	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***0.0%***	***0.0%***	***0.0%***

TABLE H. REVENUES & EXPENSES, INFLATED - ENTIRE FACILITY

	Two Most Recent Years (Actual)		Current Year Projected	Projected Years (ending at least two years after project completion and full occupancy) Add columns if needed in order to document that the hospital will generate excess revenues over total expenses consistent with the Financial Feasibility standard.						
Indicate CY or FY	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**			
1. REVENUE										
a. Inpatient Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
b. Outpatient Services	$ 9,308,610	$ 13,609,049	$ 13,416,033	$ 17,954,136	$ 19,761,786	$ 21,207,906	$ 22,959,936			
Gross Patient Service Revenues	***$ 9,308,610***	***$ 13,609,049***	***$ 13,416,033***	***$ 17,954,136***	***$ 19,761,786***	***$ 21,207,906***	***$ 22,959,936***	***$ -***	***$ -***	***$ -***
c. Allowance For Bad Debt	$ -	$ 22,383	$ 22,159	$ 22,660	$ 22,660	$ 22,660	$ 22,660			
d. Contractual Allowance	$ 2,424,224	$ 6,298,283	$ 6,287,041	$ 8,388,458	$ 9,235,562	$ 9,913,245	$ 10,734,284			
e. Charity Care	$ 2,309	$ -	$ 2,045	$ 2,575	$ 2,575	$ 2,575	$ 2,575			
Net Patient Services Revenue	***$ 6,882,077***	***$ 7,288,382***	***$ 7,104,788***	***$ 9,540,443***	***$ 10,500,989***	***$ 11,269,426***	***$ 12,200,417***	***$ -***	***$ -***	***$ -***
f. Other Operating Revenues (Specify/add rows if needed)										
NET OPERATING REVENUE	***$ 6,882,077***	***$ 7,288,382***	***$ 7,104,788***	***$ 9,540,443***	***$ 10,500,989***	***$ 11,269,426***	***$ 12,200,417***	***$ -***	***$ -***	***$ -***
2. EXPENSES										
a. Salaries & Wages (including benefits)	$ 971,515	$ 1,148,581	$ 1,304,640	$ 1,763,041	$ 1,940,547	$ 2,082,552	$ 2,254,596			
b. Contractual Services	$ 169,560	$ 175,529	$ 166,255	$ 176,380	$ 181,671	$ 187,122	$ 192,735			
c. Interest on Current Debt										
d. Interest on Project Debt										
e. Current Depreciation	$ 163,000	$ 166,000	$ 166,000	$ 166,000	$ 166,000	$ 166,000	$ 166,000			
f. Project Depreciation				$ 59,200	$ 59,200	$ 59,200	$ 59,200			
g. Current Amortization										
h. Project Amortization										
i. Supplies	$ 2,975,490	$ 3,017,349	$ 2,787,199	$ 3,729,996	$ 4,105,538	$ 4,405,971	$ 4,769,958			
j. Other Expenses (Specify/add rows if needed)	$ 286,073	$ 311,771	$ 333,967	$ 354,306	$ 364,935	$ 375,883	$ 387,160			
TOTAL OPERATING EXPENSES	***$ 4,565,639***	***$ 4,819,229***	***$ 4,758,062***	***$ 6,248,923***	***$ 6,817,891***	***$ 7,276,728***	***$ 7,829,648***	***$ -***	***$ -***	***$ -***
3. INCOME										
a. Income From Operation	**$ 2,316,438**	**$ 2,469,153**	**$ 2,346,727**	**$ 3,291,519**	**$ 3,683,098**	**$ 3,992,699**	**$ 4,370,769**	**$ -**	**$ -**	**$ -**
b. Non-Operating Income										
SUBTOTAL	***$ 2,316,438***	***$ 2,469,153***	***$ 2,346,727***	***$ 3,291,519***	***$ 3,683,098***	***$ 3,992,699***	***$ 4,370,769***	***$ -***	***$ -***	***$ -***
c. Income Taxes										
NET INCOME (LOSS)	***$ 2,316,438***	***$ 2,469,153***	***$ 2,346,727***	***$ 3,291,519***	***$ 3,683,098***	***$ 3,992,699***	***$ 4,370,769***	***$ -***	***$ -***	***$ -***
4. PATIENT MIX										
a. Percent of Total Revenue										
1) Medicare	40.6%	39.2%	39.2%	39.7%	39.7%	39.7%	39.7%			
2) Medicaid	0.3%	0.6%	0.6%	0.5%	0.5%	0.5%	0.5%			
3) Blue Cross	10.7%	13.9%	12.6%	12.4%	12.4%	12.4%	12.4%			
4) Commercial Insurance	8.4%	9.4%	9.0%	8.9%	8.9%	8.9%	8.9%			
5) Self-pay	40.0%	36.8%	38.9%	38.6%	38.6%	38.6%	38.6%			
6) Other	0.0%	0.1%	-0.3%	-0.1%	-0.1%	-0.1%	-0.1%			
TOTAL	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***0.0%***	***0.0%***	***0.0%***

TABLE H. REVENUES & EXPENSES, INFLATED - ENTIRE FACILITY

	Two Most Recent Years (Actual)		Current Year Projected	Projected Years (ending at least two years after project completion and full occupancy) Add columns if needed in order to document that the hospital will generate excess revenues over total expenses consistent with the Financial Feasibility standard.						
Indicate CY or FY	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**			
b. Percent of Equivalent Inpatient Days										
Total MSGA										
1) Medicare	67.6%	70.4%	70.8%	69.6%	69.6%	69.6%	69.6%			
2) Medicaid	0.6%	0.7%	0.5%	0.6%	0.6%	0.6%	0.6%			
3) Blue Cross	17.1%	17.2%	16.1%	16.8%	16.8%	16.8%	16.8%			
4) Commercial Insurance	10.5%	9.9%	11.0%	10.5%	10.5%	10.5%	10.5%			
5) Self-pay	4.0%	1.6%	1.5%	2.4%	2.4%	2.4%	2.4%			
6) Other	0.1%	0.2%	0.1%	0.1%	0.1%	0.1%	0.1%			
TOTAL	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***0.0%***	***0.0%***	***0.0%***

TABLE L. WORKFORCE INFORMATION

	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*	
Job Category	**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											
Administration *(List general categories, add rows if needed)*											
Clinic Manager	1.0	$41,000	$41,000			$0			$0	1.0	$41,000
Total Administration	1.0	41,000.0	41,000.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	$41,000
Direct Care Staff *(List general categories, add rows if needed)*											
Registered Nurse	12.0	$59,495	$713,940	2.0	$59,495	$118,990			$0	14.0	$832,930
Surgical Scrub Tech	5.0	$41,571	$207,855	1.0	$41,571	$41,571			$0	6.0	$249,426
Surgical Tech	2.0	$41,000	$82,000			$0			$0	2.0	$82,000
			$0			$0			$0	0.0	$0
Total Direct Care	19.0	142,066.0	1,003,795.0	3.0	101,066.0	160,561.0	0.0	0.0	0.0	22.0	$1,164,356
Support Staff *(List general categories, add rows if needed)*											
Front Desk	1.0	$38,358	$38,358			$0			$0	1.0	$38,358
			$0			$0			$0	0.0	$0
			$0			$0			$0	0.0	$0
			$0			$0			$0	0.0	$0
Total Support	1.0	38,358.0	38,358.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	$38,358
REGULAR EMPLOYEES TOTAL	***21.0***	***221,424.0***	***1,083,153.0***	***3.0***	***101,066.0***	***160,561.0***	***0.0***	***0.0***	***0.0***	***24.0***	$1,243,714

TABLE L. WORKFORCE INFORMATION

	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*	
Job Category	**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)*
2. Contractual Employees											
Administration *(List general categories, add rows if needed)*											
			$0			$0			$0	0.0	$0
			$0			$0			$0	0.0	$0
			$0			$0			$0	0.0	$0
Total Administration	0.0		$0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	$0
Direct Care Staff *(List general categories, add rows if needed)*											
Registered Nurse	2.0	$59,495	$118,990			$0			$0	2.0	$118,990
			$0			$0			$0	0.0	$0
			$0			$0			$0	0.0	$0
			$0			$0			$0	0.0	$0
Total Direct Care Staff	2.0		$118,990	0.0	0.0	0.0	0.0	0.0	0.0	2.0	$118,990
Support Staff *(List general categories, add rows if needed)*											
			$0			$0			$0	0.0	$0
			$0			$0			$0	0.0	$0
			$0			$0			$0	0.0	$0
			$0			$0			$0	0.0	$0
Total Support Staff	0.0		$0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	$0
CONTRACTUAL EMPLOYEES TOTAL	***2.0***		**$118,990**	***0.0***	***0.0***	***0.0***	***0.0***	***0.0***	***0.0***	***2.0***	$118,990
Benefits *(State method of calculating benefits below)* **:**											
TOTAL COST	***23.0***		***$1,202,143***	***3.0***		***$160,561***	***0.0***		***$0***		***$1,362,704***

EXHIBIT 5:

STATEMENT OF ASSUMPTIONS

STATEMENT OF ASSUMPTIONS

Line Item	Assumption/Source
Table B – Project Budget	
A. Use of Funds	
A.1.b.1 Building	Cost is derived from current projects of similar scope, contractor estimating, & RS Means.
A.1.b.2 Fixed Equipment (not in construction)	Cost is derived from ongoing projects of similar scope.
A.1.b.3 Architect/Engineering Fees	Based on project scope & previous time & efforts on projects with similar scope of work.
A.1.b.4 Permits	Percentage derived from recently filed permit of and calculated based on estimated construction cost.
A.1.c.1 Movable Equipment	Cost derived from similar project at another location that includes similar equipment needs.
A.1.c.2 Contingency Allowance	Standard percentage based on previous projects and ongoing projects.
A.1.c.3 Gross Interest	Standard percentage based on previous projects and ongoing projects.
A.2.d.d1	
A.2.d.d2	
B. Source of Funds	
B.1 Cash	All funds will be paid for with cash. No outside sourcing required.
Table F – Entire Facility Statistics	
6.b Same-day Surgery Projected Cases	Based on previous year-to-year case increase, current cases, current case waiting list as well as the intent to add an additional Physician starting 2024 with a volume of 300 cases
Table G & H – Revenue & Expense	
1.b Revenue Outpatient Services Projected	Based on projected increase of cases

EXHIBIT 6:

APPROVED PROCEDURE LIST

Operating Room Procedures

1. Anterior vitrectomy, limbal approach
2. Blepharoptosis repair
3. Brow ptosis repair
4. Canalicular injury repair
5. Cataract
6. Cataract extraction with intraocular lens insertion
7. Ciliary body destructive procedures
8. Conjunctival lesion excision
9. Conjunctival flap
10. Corneal lesion excision
11. Descemet's stripping endothelial keratoplasty
12. Corneal transplant
13. Dacryocystorhinostomy
14. Entropion and ectropion surgical repair
15. Enucleation and evisceration
16. Enucleation
17. Eye examination under anesthesia
18. Eye irrigation
19. Eyelid blepharoplasty, upper and lower
20. Eyelid lesion excision involving margin and repair
21. Eyelid injury repair
22. Eyelid reconstruction
23. Indirect ophthalmoscopy with scleral depression
24. Intraocular lens insertion, secondary
25. Intraocular lens removal
26. Intraocular foreign body removal
27. Lacrimal excretory system intubation
28. Lacrimal excretory system irrigation
29. Measurements, including papillary distance, near point of convergence, exophthalmometry, and accommodation
30. Neuro-ophthalmic disorders
31. Orbital floor (blowout) fracture repair
32. Orbital, adnexal and oculoplastic disorders
33. Penetrating eye injury repair
34. Pupil dilation
35. Strabismus correction, surgical
36. Tarsorrhaphy
37. Trabeculectomy
38. Trichiasis correction
39. Vitreous tap and intravitreal injection
40. Procedure Room Procedures:
41. Femtosecond laser assisted cataract procedure
42. Capsulotomy
43. Peripheral iridotomy
44. Selective laser trabeculoplasty
45. General anesthesia and intravenous conscious sedation will be used in the operating rooms.
46. Only local anesthesia will be used in the procedure room.

EXHIBIT 7:

FACILITY SERVICES FEE SCHEDULE

FACILITY SERVICE FEE SCHEDULE

Sv It	Sv It	Sv It Desc	CPT4	Department	Modality	Component	Eff Dt	Exp Dt	Non-Fac UP	Fac UP	Rv Cd
8	8	End Of Month	8	Other		Professional	1/1/2020	12/31/2099	$ -	$ -	
20	20	Prepay	20	Other	Fee	Global	2/25/2020	2/25/2099	$ -	$ -	
21	21	Shipping	21	Cataract Lens	Surgical	Global	10/1/2020	10/1/2050	$ 36.00	$ 36.00	
0191T	0191T	Insert ant segment drain int	0191T	Glaucoma	MIG	Professional	1/1/2020	12/31/2099	$ 5,489.00	$ 5,489.00	490
0207T	0207T	Clear eyelid gland w/heat	0207T	Dry Eye Service	Procedure	Professional	1/1/2019	12/31/2099	$ -	$ -	490
0376T	0376T	INSERT ANT SEGMENT DRAIN INT	0376T	Glaucoma	MIG	Professional	2/25/2020	12/31/2099	$ 750.00	$ 750.00	490
0449T	0449T	Insj aqueous drain dev 1st	0449T	Glaucoma	MIG	Professional	8/2/2021	12/31/2099	$ 5,865.00	$ 5,865.00	490
11200	11200	REMOVAL OF SKIN TAGS	11200	Oculoplastic/Plastics	Procedure	Professional	1/1/2021	12/31/2099	$ 215.00	$ 215.00	490
11312	11312	SHAVE SKIN LESION 1.1-2.0 CM	11312	Oculoplastic/Plastics	Procedure	Professional	8/1/2022	12/31/2099	$ 226.00	$ 226.00	490
11440	11440	EXC FACE-MM B9+MARG 0.5 CM/<	11440	Oculoplastic/Plastics	Surgical	Professional	9/1/2021	12/31/2099	$ 235.00	$ 235.00	490
11441	11441	EXC FACE-MM B9+MARG 0.6-1 CM	11441	Oculoplastic/Plastics	Procedure	Professional	1/1/2021	12/31/2099	$ 241.00	$ 241.00	490
11442	11442	EXC FACE-MM B9+MARG 1.1-2 CM	11442	Oculoplastic/Plastics	Procedure	Professional	10/1/2020	12/31/2099	$ 249.00	$ 249.00	490
11640	11640	EXC F/E/E/N/L MAL+MRG 0.5CM<	11640	Oculoplastic/Plastics	Procedure	Professional	1/1/2020	12/31/2099	$ 284.00	$ 284.00	490
11641	11641	EXC F/E/E/N/L MAL+MRG 0.6-1	11641	Oculoplastic/Plastics	Procedure	Professional	2/1/2020	12/31/2099	$ 316.00	$ 316.00	490
11642	11642	EXC F/E/E/N/L MAL+MRG 1.1-2	11642	Oculoplastic/Plastics	Procedure	Professional	2/1/2020	12/31/2099	$ 346.00	$ 346.00	490
12011	12011	RPR F/E/E/N/L/M 2.5 CM/<	12011	Oculoplastic/Plastics	Procedure	Professional	9/1/2022	12/31/2099	$ -	$ -	490
12051	12051	INTMD RPR FACE/MM 2.5 CM/<	12051	Oculoplastic/Plastics	Procedure	Professional	12/1/2021	12/31/2099	$ 353.00	$ 353.00	490
13160	13160	LATE CLOSURE OF WOUND	13160	Oculoplastic/Plastics	Procedure	Professional	12/1/2021	12/31/2099	$ 1,747.00	$ 1,747.00	490
14040	14040	TIS TRNFR F/C/C/M/N/A/G/H/F	14040	Oculoplastic/Plastics	Procedure	Professional	2/1/2020	12/31/2099	$ 1,657.00	$ 1,657.00	490
14060	14060	TIS TRNFR E/N/E/L 10 SQ CM/<	14060	Oculoplastic/Plastics	Procedure	Professional	2/25/2020	12/31/2099	$ 1,656.06	$ 1,656.06	490
14061	14061	TIS TRNFR E/N/E/L10.1-30SQCM	14061	Oculoplastic/Plastics	Procedure	Professional	2/25/2020	12/31/2099	$ 1,656.00	$ 1,656.00	490
14301	14301	TIS TRNFR ANY 30.1-60 SQ CM	14301	Oculoplastic/Plastics	Surgical	Professional	2/25/2020	12/31/2099	$ 3,038.00	$ 3,038.00	490
15004	15004	WOUND PREP F/N/HF/G	15004	Oculoplastic/Plastics	Surgical	Professional	4/1/2022	12/31/2099	$ 547.00	$ 547.00	490
15240	15240	SKIN FULL GRFT FACE/GENIT/HF	15240	Oculoplastic/Plastics	Surgical	Professional	2/25/2020	12/31/2099	$ 1,656.00	$ 1,656.00	490
15260	15260	SKIN FULL GRAFT EEN & LIPS	15260	Oculoplastic/Plastics	Surgical	Professional	2/25/2020	12/31/2099	$ 1,656.00	$ 1,656.00	490
15730	15730	MDFC FLAP W/PRSRV VASC PEDCL	15730	Oculoplastic/Plastics	Surgical	Professional	8/1/2022	12/31/2099	$ 3,681.00	$ 3,681.00	490
15731	15731	FOREHEAD FLAP W/VASC PEDICLE	15731	Oculoplastic/Plastics	Procedure	Professional	4/1/2022	12/31/2099	$ 3,681.00	$ 3,681.00	490
15820	15820	REVISION OF LOWER EYELID	15820	Oculoplastic/Plastics		Professional	1/1/2020	12/31/2099	$ 1,656.00	$ 1,656.00	490
15820c	15820c	REVISION OF LOWER EYELID Cosmetic	15820	Cosmetic Service	Surgical	Professional	2/25/2020	12/31/2099	$ 800.00	$ 800.00	490
15821	15821	Revision of lower eyelid	15821	Oculoplastic/Plastics	Surgical	Professional	1/1/2020	12/31/2099	$ 1,656.00	$ 1,656.00	490
15822	15822	REVISION OF UPPER EYELID	15822	Oculoplastic/Plastics	Surgical	Professional	1/1/2020	12/31/2099	$ 1,656.00	$ 1,656.00	490
15823	15823	Revision of upper eyelid	15823	Oculoplastic/Plastics	Surgical	Professional	2/25/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
15823C	15823C	REVISION OF UPPER EYELID Cosmetic	15823	Cosmetic Service	Surgical	Professional	2/25/2020	12/31/2099	$ 800.00	$ 800.00	
15824	15824	REMOVAL OF FOREHEAD WRINKLES	15824	Oculoplastic/Plastics	Surgical	Professional	1/1/2021	12/31/2099	$ 1,656.00	$ 1,656.00	490
17110	17110	DESTRUCT B9 LESION 1-14	17110	Oculoplastic/Plastics	Surgical	Professional	4/1/2022	12/31/2099	$ -	$ -	490
21282	21282	Revision of eyelid	21282	Oculoplastic/Plastics	Surgical	Professional	1/1/2020	12/31/2099	$ 2,131.00	$ 2,131.00	490
21386	21386	Opn tx orbit fx periorbital	21386	Oculoplastic/Plastics	Surgical	Professional	1/1/2019	12/31/2099	$ 1,441.00	$ 1,441.00	490
21390	21390	Opn tx orbit periorbtl implt	21390	Oculoplastic/Plastics	Surgical	Professional	1/1/2020	12/31/2099	$ 4,537.00	$ 4,537.00	490
37609	37609	Temporal Artery Pprocedure	37609	Oculoplastic/Plastics	Procedure	Professional	6/1/2021	12/31/2099	$ 1,198.00	$ 1,198.00	490
65125	65125	REVISE OCULAR IMPLANT	65125	Oculoplastic/Plastics	Surgical	Professional	12/1/2021	12/31/2099	$ 1,763.00	$ 1,763.00	490
65210	65210	REMOVE FOREIGN BODY FROM EYE	65210	General	Surgical	Professional	5/1/2022	12/31/2099	$ -	$ -	490
65235	65235	REMOVE FOREIGN BODY FROM EYE	65235	Cornea	Surgical	Professional	2/1/2021	12/31/2099	$ 2,095.00	$ 2,095.00	490
65275	65275	REPAIR OF EYE WOUND	65275	Oculoplastic/Plastics	Surgical	Professional	1/1/2020	12/31/2099	$ 2,738.00	$ 2,738.00	490
65280	65280	REPAIR OF EYE WOUND	65280	Cornea	Surgical	Professional	8/1/2022	12/31/2099	$ 3,872.00	$ 3,872.00	490
65285	65285	REPAIR OF EYE WOUND	65285	Cornea	Surgical	Professional	2/25/2020	12/31/2099	$ 3,708.00	$ 3,708.00	490
65286	65286	REPAIR OF EYE WOUND	65286	Cornea	Surgical	Professional	8/1/2022	12/31/2099	$ 942.00	$ 942.00	490
65400	65400	Removal of eye lesion	65400	Cornea	Surgical	Professional	1/1/2020	12/31/2099	$ 1,236.00	$ 1,236.00	490
65420	65420	Removal of eye lesion	65420	Cornea	Surgical	Professional	1/1/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
65426	65426	Removal of eye lesion	65426	Cornea	Surgical	Professional	1/1/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
65435	65435	Curette/treat cornea	65435	Cornea	Surgical	Professional	1/1/2019	12/31/2099	$ 143.00	$ 143.00	490
65436	65436	CURETTE/TREAT CORNEA	65436	Cornea	Surgical	Professional	1/1/2021	12/31/2099	$ 425.00	$ 425.00	490
65450	65450	Treatment of corneal lesion	65450	Cornea	Surgical	Professional	1/1/2019	12/31/2099	$ 660.00	$ 660.00	490
65600	65600	Revision of cornea	65600	Cornea	Surgical	Professional	1/1/2019	12/31/2099	$ 703.00	$ 703.00	490
65710	65710	Corneal transplant	65710	Cornea	Surgical	Professional	11/1/2020	12/31/2099	$ 8,100.00	$ 8,100.00	490
65730	65730	Corneal transplant	65730	Cornea	Surgical	Professional	11/1/2020	12/31/2099	$ 8,100.00	$ 8,100.00	490
65750	65750	Corneal transplant	65750	Cornea	Surgical	Professional	11/1/2020	12/31/2099	$ 8,100.00	$ 8,100.00	490
65755	65755	Corneal transplant	65755	Cornea	Surgical	Professional	11/1/2020	12/31/2099	$ 8,100.00	$ 8,100.00	490
65756	65756	Corneal trnspl endothelial	65756	Cornea	Surgical	Professional	11/1/2020	12/31/2099	$ 8,100.00	$ 8,100.00	490
65772	65772	CORRECTION OF ASTIGMATISM	65772	Cornea	Surgical	Professional	2/25/2020	12/31/2099	$ 822.00	$ 822.00	490
65778	65778	COVER EYE W/MEMBRANE	65778	General	Procedure	Professional	1/1/2021	12/31/2099	$ 5,400.00	$ 5,400.00	490
65780	65780	Ocular reconst transplant	65780	Cornea	Surgical	Professional	11/1/2020	12/31/2099	$ 8,100.00	$ 8,100.00	490
65782	65782	Ocular reconst transplant	65782	Cornea	Surgical	Professional	11/1/2020	12/31/2099	$ 8,100.00	$ 8,100.00	490
65800	65800	DRAINAGE OF EYE	65800	Cataract	Procedure	Professional	11/1/2021	12/31/2099	$ 2,095.00	$ 2,095.00	490
65810	65810	Drainage of eye	65810	Retina	Surgical	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
65815	65815	Drainage Of Eye	65815	Retina	Surgical	Professional	1/1/2021	12/31/2099	$ 2,045.00	$ 2,045.00	490
65820	65820	Relieve inner eye pressure	65820	Glaucoma	Surgical	Professional	1/1/2020	12/31/2099	$ 3,708.00	$ 3,708.00	490
65855	65855	TRABECULOPLASTY LASER SURG	65855	Glaucoma	Laser Procedure	Professional	2/25/2020	12/31/2099	$ 650.00	$ 650.00	490
65865	65865	INCISE INNER EYE ADHESIONS	65865	Glaucoma	Procedure	Professional	1/1/2021	12/31/2099	$ 2,095.00	$ 2,095.00	490
65870	65870	Incise inner eye adhesions	65870	Glaucoma	Surgical	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
65875	65875	INCISE INNER EYE ADHESIONS	65875	Glaucoma	Procedure	Professional	12/1/2020	12/31/2099	$ 2,084.00	$ 2,084.00	
65920	65920	Remove implant of eye	65920	Cornea	Surgical	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
65930	65930	Remove blood clot from eye	65930	Cornea	Surgical	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
66020	66020	INJECTION TREATMENT OF EYE	66020	Glaucoma	Procedure	Professional	1/1/2021	12/31/2099	$ 2,095.00	$ 2,095.00	490
66030	66030	INJECTION TREATMENT OF EYE	66030	Glaucoma	Procedure	Professional	1/1/2021	12/31/2099	$ 2,095.00	$ 2,095.00	490
66130	66130	Remove eye lesion	66130	Cornea	Surgical	Professional	1/1/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
66160	66160	GLAUCOMA SURGERY	66160	Glaucoma	Surgical	Professional	8/1/2022	12/31/2099	$ 2,152.00	$ 2,152.00	490
66170	66170	Glaucoma surgery	66170	Glaucoma	Surgical	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
66172	66172	Incision of eye	66172	Glaucoma	Surgical	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
66174	66174	Translum dil eye canal	66174	Glaucoma	Surgical	Professional	1/1/2020	12/31/2099	$ 3,708.00	$ 3,708.00	490
66179	66179	Aqueous shunt eye w/o graft	66179	Glaucoma	Surgical	Professional	1/1/2020	12/31/2099	$ 3,708.00	$ 3,708.00	490
66180	66180	Aqueous shunt eye w/graft	66180	Glaucoma	MIG	Professional	1/1/2020	12/31/2099	$ 4,973.00	$ 4,973.00	490
66183	66183	Insert ant drainage device	66183	Glaucoma	MIG	Professional	1/1/2020	12/31/2099	$ 5,235.00	$ 5,235.00	490
66184	66184	Revision of aqueous shunt	66184	Glaucoma	Surgical	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
66185	66185	Revise aqueous shunt eye	66185	Glaucoma	MIG	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
66250	66250	Follow-up surgery of eye	66250	Glaucoma	Surgical	Professional	1/1/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
66625	66625	Removal of iris	66625	Glaucoma	Surgical	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
66680	66680	Repair iris & ciliary body	66680	Glaucoma	Surgical	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
66682	66682	REPAIR IRIS & CILIARY BODY	66682	Glaucoma	Surgical	Professional	1/1/2022	12/31/2099	$ 2,146.00	$ 2,146.00	490
66710	66710	Ciliary transsleral therapy	66710	Glaucoma	Surgical	Professional	1/1/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
66711	66711	Ciliary endoscopic ablation	66711	Glaucoma	Surgical	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
66761	66761	Revision of iris	66761	Glaucoma	Laser Procedure	Professional	9/23/2021	12/31/2099	$ 900.00	$ 900.00	490
66762	66762	Revision of iris	66762	Glaucoma	Laser Procedure	Professional	1/1/2019	12/31/2099	$ 872.00	$ 872.00	490
66820	66820	Incision secondary cataract	66820	Cataract	Laser Procedure	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
66821	66821	After cataract laser surgery	66821	Cataract	Laser Procedure	Professional	9/23/2021	12/31/2099	$ 900.00	$ 900.00	490
66825	66825	Reposition intraocular lens	66825	Cataract	Surgical	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
66840	66840	Removal of lens material	66840	Cataract	Surgical	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
66850	66850	Removal of lens material	66850	Cataract	Surgical	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
66852	66852	REMOVAL OF LENS MATERIAL	66852	Cataract	Surgical	Professional	2/2/2020	12/31/2099	$ 3,708.00	$ 3,708.00	490
66930	66930	EXTRACTION OF LENS	66930	Cataract	Surgical	Professional	9/1/2022	12/31/2099	$ 3,872.00	$ 3,872.00	490
66940	66940	Extraction of lens	66940	Cataract	Surgical	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
66982	66982	Cataract surgery complex	66982	Cataract	Surgical	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
66984	66984	Cataract surg w/iol 1 stage	66984	Cataract	Surgical	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490

66985	66985	Insert lens prosthesis	66985	Cataract	Surgical	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
66986	66986	Exchange lens prosthesis	66986	Cataract	Surgical	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
66987	66987	Complex Cataract Surgery With ECP	66987	Cataract	Surgical	Professional	1/31/2020	12/31/2099	$ 4,833.00	$ 4,833.00	490
66988	66988	Cataract Surgery With ECP	66988	Cataract	Surgical	Professional	1/31/2020	12/31/2099	$ 4,833.00	$ 4,833.00	490
66989	66989	Complex Cataract Surgery, Insert Ant Seg Drain Dev	66989	Cataract	Procedure	Professional	1/1/2022	12/31/2099	$ 6,555.00	$ 6,555.00	490
66991	66991	Standard Cataract Sx, Insert Ant Seg Drain Dev	66991	Cataract	Procedure	Professional	1/1/2022	12/31/2099	$ 6,555.00	$ 6,555.00	490
66999	66999	EYE SURGERY PROCEDURE	66999	Lasik	Procedure	Professional	1/1/2021	12/31/2099	$ 2,595.00	$ 2,595.00	490
67005	67005	PARTIAL REMOVAL OF EYE FLUID	67005	Retina	Surgical	Professional	1/1/2022	12/31/2099	$ 2,152.00	$ 2,152.00	490
67010	67010	Partial removal of eye fluid	67010	Retina	Surgical	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
67015	67015	RELEASE OF EYE FLUID	67015	Retina	Surgical	Professional	5/1/2022	12/31/2099	$ 2,146.00	$ 2,146.00	490
67025	67025	REPLACE EYE FLUID	67025	Glaucoma	Procedure	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
67028	67028	INJECTION EYE DRUG	67028	Injection		Professional	1/10/2021	12/31/2099	$ 450.00	$ 450.00	490
67031	67031	Laser surgery eye strands	67031	Retina	Laser Procedure	Professional	1/1/2019	12/31/2099	$ 731.00	$ 731.00	490
67036	67036	Removal of inner eye fluid	67036	Retina	Surgical	Professional	1/1/2020	12/31/2099	$ 3,708.00	$ 3,708.00	490
67039	67039	Laser treatment of retina	67039	Retina	Laser Procedure	Professional	1/1/2020	12/31/2099	$ 3,708.00	$ 3,708.00	490
67040	67040	Laser treatment of retina	67040	Retina	Surgical	Professional	1/1/2020	12/31/2099	$ 3,708.00	$ 3,708.00	490
67041	67041	Vit for macular pucker	67041	Retina	Surgical	Professional	1/1/2020	12/31/2099	$ 3,708.00	$ 3,708.00	490
67042	67042	Vit for macular hole	67042	Retina	Surgical	Professional	1/1/2020	12/31/2099	$ 3,708.00	$ 3,708.00	490
67101	67101	Repair detached retina crtx	67101	Retina	Surgical	Professional	1/1/2019	12/31/2099	$ 584.00	$ 584.00	490
67105	67105	Repair detached retina pc	67105	Retina	Surgical	Professional	1/1/2019	12/31/2099	$ 564.00	$ 564.00	490
67107	67107	Repair detached retina	67107	Retina	Surgical	Professional	1/1/2020	12/31/2099	$ 3,708.00	$ 3,708.00	490
67108	67108	Repair detached retina	67108	Retina	Surgical	Professional	1/1/2020	12/31/2099	$ 3,708.00	$ 3,708.00	490
67110	67110	Repair detached retina	67110	Retina	Surgical	Professional	1/1/2020	12/31/2099	$ 1,027.00	$ 1,027.00	490
67113	67113	Repair retinal detach cplx	67113	Retina	Surgical	Professional	1/1/2020	12/31/2099	$ 3,708.00	$ 3,708.00	490
67120	67120	Remove eye implant material	67120	Retina	Surgical	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
67121	67121	Remove eye implant material	67121	Retina	Surgical	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
67141	67141	Treatment of retina	67141	Retina	Procedure	Professional	1/1/2019	12/31/2099	$ 998.00	$ 998.00	490
67145	67145	Treatment of retina	67145	Retina	Laser Procedure	Professional	1/1/2019	12/31/2099	$ 1,020.00	$ 1,020.00	490
67210	67210	Treatment of retinal lesion	67210	Retina	Laser Procedure	Professional	1/1/2019	12/31/2099	$ 1,025.00	$ 1,025.00	490
67220	67220	Treatment of choroid lesion	67220	Retina	Laser Procedure	Professional	1/1/2019	12/31/2099	$ 1,025.00	$ 1,025.00	490
67221	67221	Ocular photodynamic ther	67221	Retina	Laser Procedure	Professional	1/1/2019	12/31/2099	$ 437.00	$ 437.00	490
67228	67228	Treatment x10sv retinopathy	67228	Retina	Laser Procedure	Professional	1/1/2019	12/31/2099	$ 629.00	$ 629.00	490
67255	67255	Reinforce/graft eye wall	67255	Oculoplastic/Plastics	Surgical	Professional	1/1/2020	12/31/2099	$ 2,045.00	$ 2,045.00	490
67311	67311	Revise Eye Muscle	67311	Oculoplastic/Plastics	Surgical	Professional	2/1/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
67312	67312	Revise Two Eye Muscles	67312	Oculoplastic/Plastics	Surgical	Professional	1/1/2021	12/31/2099	$ 2,715.00	$ 2,715.00	490
67314	67314	Revise Eye Muscle	67314	Oculoplastic/Plastics	Surgical	Professional	2/1/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
67400	67400	Explore/biopsy eye socket	67400	Oculoplastic/Plastics	Surgical	Professional	1/1/2020	12/31/2099	$ 2,738.00	$ 2,738.00	490
67412	67412	Explore/treat eye socket	67412	Oculoplastic/Plastics	Surgical	Professional	1/1/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
67500	67500	INJECT/TREAT EYE SOCKET	67500	Oculoplastic/Plastics		Professional	2/25/2020	12/31/2099	$ 210.00	$ 210.00	490
67700	67700	DRAINAGE OF EYELID ABSCESS	67700	Oculoplastic/Plastics	Procedure	Professional	1/1/2020	12/31/2099	$ 276.00	$ 276.00	490
67800	67800	Remove eyelid lesion	67800	Oculoplastic/Plastics	Procedure	Professional	1/1/2019	12/31/2099	$ 212.00	$ 212.00	490
67801	67801	Remove eyelid lesions	67801	Oculoplastic/Plastics	Procedure	Professional	1/1/2019	12/31/2099	$ 274.00	$ 274.00	490
67805	67805	Remove eyelid lesions	67805	Oculoplastic/Plastics	Procedure	Professional	1/1/2019	12/31/2099	$ 337.00	$ 337.00	490
67808	67808	REMOVE EYELID LESION(S)	67808	Oculoplastic/Plastics	Surgical	Professional	2/25/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
67810	67810	BIOPSY EYELID & LID MARGIN	67810	Oculoplastic/Plastics	Surgical	Professional	1/1/2022	12/31/2099	$ 273.00	$ 273.00	490
67825	67825	REVISE EYELASHES	67825	Oculoplastic/Plastics	Procedure	Professional	6/1/2022	12/31/2099	$ 170.00	$ 170.00	490
67840	67840	REMOVE EYELID LESION	67840	Oculoplastic/Plastics	Surgical	Professional	1/1/2022	12/31/2099	$ 428.00	$ 428.00	490
67875	67875	CLOSURE OF EYELID BY SUTURE	67875	Oculoplastic/Plastics	Surgical	Professional	2/25/2020	12/31/2099	$ 822.00	$ 822.00	490
67880	67880	REVISION OF EYELID	67880	Oculoplastic/Plastics	Surgical	Global	2/25/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
67882	67882	REVISION OF EYELID	67882	Oculoplastic/Plastics	Surgical	Professional	12/1/2020	12/31/2099	$ 1,690.00	$ 1,690.00	
67900	67900	Repair brow defect	67900	Oculoplastic/Plastics	Surgical	Professional	1/1/2019	12/31/2099	$ 1,043.00	$ 1,043.00	490
67901	67901	Repair eyelid defect	67901	Oculoplastic/Plastics	Surgical	Professional	1/1/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
67902	67902	Repair eyelid defect	67902	Oculoplastic/Plastics	Surgical	Professional	1/1/2020	12/31/2099	$ 2,738.00	$ 2,738.00	490
67903	67903	Repair eyelid defect	67903	Oculoplastic/Plastics	Surgical	Professional	1/1/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
67904	67904	Repair eyelid defect	67904	Oculoplastic/Plastics	Surgical	Professional	1/1/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
67908	67908	Repair eyelid defect	67908	Oculoplastic/Plastics	Surgical	Professional	1/1/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
67911	67911	Revise eyelid defect	67911	Oculoplastic/Plastics	Surgical	Professional	1/1/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
67912	67912	Correction eyelid w/implant	67912	Oculoplastic/Plastics	Surgical	Professional	1/1/2019	12/31/2099	$ 1,690.00	$ 1,690.00	490
67916	67916	REPAIR EYELID DEFECT	67916	Oculoplastic/Plastics	Surgical	Professional	1/1/2021	12/31/2099	$ 1,721.00	$ 1,721.00	490
67917	67917	REPAIR EYELID DEFECT	67917	Oculoplastic/Plastics	Surgical	Professional	2/25/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
67921	67921	REPAIR EYELID DEFECT	67921	Oculoplastic/Plastics	Surgical	Professional	2/25/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
67923	67923	REPAIR EYELID DEFECT	67923	Oculoplastic/Plastics	Surgical	Professional	8/1/2021	12/31/2099	$ 1,721.00	$ 1,721.00	490
67924	67924	REPAIR EYELID DEFECT	67924	Oculoplastic/Plastics	Surgical	Professional	2/25/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
67935	67935	REPAIR EYELID WOUND	67935	Oculoplastic/Plastics	Surgical	Professional	2/1/2020	12/31/2099	$ 1,690.00	$ 1,690.36	490
67938	67938	REMOVE EYELID FOREIGN BODY	67938	Oculoplastic/Plastics	Surgical	Professional	7/1/2022	12/31/2099	$ 273.00	$ 273.00	490
67950	67950	REVISION OF EYELID	67950	Oculoplastic/Plastics	Surgical	Professional	2/25/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
67961	67961	REVISION OF EYELID	67961	Oculoplastic/Plastics	Surgical	Professional	2/25/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
67966	67966	REVISION OF EYELID	67966	Oculoplastic/Plastics	Surgical	Professional	2/25/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
67971	67971	RECONSTRUCTION OF EYELID	67971	Oculoplastic/Plastics	Surgical	Professional	2/25/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
67973	67973	RECONSTRUCTION OF EYELID	67973	Oculoplastic/Plastics	Surgical	Professional	2/25/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
67975	67975	RECONSTRUCTION OF EYELID	67975	Oculoplastic/Plastics	Surgical	Global	2/25/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
68020	68020	INCISE/DRAIN EYELID LINING	68020	Oculoplastic/Plastics	Procedure	Professional	8/1/2022	12/31/2099	$ 141.00	$ 141.00	490
68100	68100	BIOPSY OF EYELID LINING	68100	Oculoplastic/Plastics	Surgical	Professional	5/1/2022	12/31/2099	$ 274.00	$ 274.00	490
68110	68110	REMOVE EYELID LINING LESION	68110	Oculoplastic/Plastics	Surgical	Professional	2/25/2020	12/31/2099	$ 340.00	$ 340.00	490
68115	68115	REMOVE EYELID LINING LESION	68115	Oculoplastic/Plastics	Surgical	Professional	2/25/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
68320	68320	REVISE/GRAFT EYELID LINING	68320	Oculoplastic/Plastics	Surgical	Professional	1/1/2021	12/31/2099	$ 1,690.00	$ 1,690.00	490
68326	68326	REVISE/GRAFT EYELID LINING	68326	Oculoplastic/Plastics	Surgical	Professional	2/25/2020	12/31/2099	$ 2,738.00	$ 2,736.00	490
68335	68335	REVISE/GRAFT EYELID LINING	68335	Oculoplastic/Plastics	Surgical	Professional	7/1/2022	12/31/2099	$ 2,786.00	$ 2,786.00	490
68400	68400	INCISE/DRAIN TEAR GLAND	68400	Dry Eye Service		Global	2/1/2020	1/1/2051	$ 500.00	$ 500.00	490
68420	68420	INCISE/DRAIN TEAR SAC	68420	Oculoplastic/Plastics	Service	Professional	6/1/2021	12/31/2099	$ 526.00	$ 526.00	490
68440	68440	INCISE TEAR DUCT OPENING	68440	Oculoplastic/Plastics	Surgical	Professional	2/25/2020	12/31/2099	$ 134.00	$ 134.00	490
68510	68510	BIOPSY OF TEAR GLAND	68510	Oculoplastic/Plastics	Surgical	Professional	2/25/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
68525	68525	BIOPSY OF TEAR SAC	68525	Cataract		Professional	8/1/2021	12/31/2099	$ 1,721.00	$ 1,721.00	490
68700	68700	REPAIR TEAR DUCTS	68700	Oculoplastic/Plastics	Surgical	Professional	2/1/2020	12/31/2099	$ 1,690.00	$ 1,690.36	490
68720	68720	CREATE TEAR SAC DRAIN	68720	Oculoplastic/Plastics	Surgical	Professional	2/1/2020	12/31/2099	$ 2,738.00	$ 2,738.00	490
68750	68750	CREATE TEAR DUCT DRAIN	68750	Oculoplastic/Plastics	Surgical	Professional	2/25/2020	12/31/2099	$ 2,738.00	$ 2,738.00	490
68760	68760	CLOSE TEAR DUCT OPENING	68760	General	Procedure	Professional	6/1/2022	12/31/2099	$ 273.00	$ 273.00	490
68801	68801	DILATE TEAR DUCT OPENING	68801	Oculoplastic/Plastics	Procedure	Professional	6/1/2022	12/31/2099	$ -	$ -	490
68810	68810	PROBE NASOLACRIMAL DUCT	68810	Oculoplastic/Plastics	Surgical	Professional	4/1/2022	12/31/2099	$ 273.00	$ 273.00	490
68811	68811	Probe nasolacrimal duct	68811	Oculoplastic/Plastics	Surgical	Professional	1/1/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
68815	68815	Probe nasolacrimal duct	68815	Oculoplastic/Plastics	Surgical	Professional	1/1/2020	12/31/2099	$ 1,690.00	$ 1,690.00	490
68840	68840	EXPLORE/IRRIGATE TEAR DUCTS	68840	Oculoplastic/Plastics	Surgical	Professional	8/1/2022	12/31/2099	$ 175.00	$ 175.00	490
68899	68899	TEAR DUCT SYSTEM SURGERY	68899	Oculoplastic/Plastics	Surgical	Professional	1/1/2021	12/31/2099	$ 3,380.00	$ 3,380.00	
99070	99070	SPECIAL SUPPLIES PHYS/QHP	99070	Other		Professional	9/1/2021	12/31/2099	$ -	$ -	370
99204	99204	OFFICE/OUTPATIENT VISIT NEW	99204	General	Exam	Professional	9/1/2020	12/31/2099	$ -	$ -	
ALMono	ALMono	Alcon Monofocal IOL	VMono	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ -	$ -	490
ALPanOpX	ALPanOpX	Alcon Panoptix Trifocal IOL	V2788P	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ -	$ -	490
ALPanOpXL	ALPanOpXL	Alcon Panoptix Trifocal IOL With Femto	V2788PL	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ -	$ -	490
ALRestr	ALRestr	Alcon Restor MF IOL	V2788	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ -	$ -	490
ALRestrL	ALRestrL	Alcon Restor MF IOL With Femto	V2788L	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ -	$ -	490
ALRestrT	ALRestrT	Alcon Multifocal Toric IOL	V2788T	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ -	$ -	490
ALRestrTL	ALRestrTL	Alcon Multifocal Toric IOL With Femto	V2788TL	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ -	$ -	490
ALToric	ALToric	Alcon Toric IOL	V2787	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ -	$ -	490
ALToricL	ALToricL	Alcon Toric IOL With Femto	V2787L	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ -	$ -	490
ALViv	ALViv	Alcon Vivity MF IOL	V2788	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ -	$ -	490
ALVivL	ALVivL	Alcon Vivity MF IOL With Femto	V2788L	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ -	$ -	490
ALVivT	ALVivT	Alcon Vivity Multifocal Toric IOL	V2788T	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ -	$ -	490

ALVivTL	ALVivTL	Alcon Vivity Multifocal Toric IOL With Femto	V2788TL	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ -	$ -	490
AMREVAN	AMREVAN	SPECIAL SUPPLIES PHYS/QHP	99070	Other		Professional	9/1/2021	12/31/2099	$ -	$ -	370
AMREVREC	AMREVREC	SPECIAL SUPPLIES PHYS/QHP	99070	Other		Professional	9/1/2021	12/31/2099	$ -	$ -	710
ANEST	ANEST	Anesthesia Self Pay	ANEST	Other	Service	Professional	12/1/2020	12/31/2099	$ 150.00	$ 150.00	490
BLMono	BLMono	BL Monofocal IOL	VMono	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ -	$ -	490
BLToric	BLToric	BL Toric IOL	V2787	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ 600.00	$ 600.00	490
BLToricL	BLToricL	BL Toric IOL With Femto	V2787L	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ 600.00	$ 600.00	490
C9097	C9097	Faricimab Vabysmo Injection	C9097	Injection	Injection Drug	Professional	8/1/2022	12/31/2099	$ 74.16	$ 74.16	
C9257	C9257	Bevacizumab injection	C9257	Injection	Injection Drug	Professional	1/1/2022	12/31/2099	$ 30.00	$ -	490
CLE	CLE	Clear/Refractive Lens Exchange	CLE	Cataract Lens	Surgical	Professional	2/1/2020	12/31/2099	$ 2,000.00	$ 2,000.00	
Femto	Femto	FEMTO SECOND LASER	Femto	Femto		Global	9/10/2020	9/10/2050	$ 810.00	$ 810.00	
G8907	G8907	Pt doc no events on discharg	G8907	Other		Professional	2/25/2020	12/31/2099	$ -	$ -	490
G8918	G8918	Pt w/o preop order iv ab pro	G8918	Other		Professional	2/25/2020	12/31/2099	$ -	$ -	490
ICL	ICL	Implantable Collamer Lens	ICL	Lasik	Surgical	Professional	2/1/2020	12/31/2099	$ 2,000.00	$ 2,000.00	
ICLT	ICLT	Implantable Collamer Lens - Toric	ICL	Lasik	Surgical	Professional	2/1/2020	12/31/2099	$ 2,000.00	$ 2,000.00	
INV87	INV87	Toric IOL Invoice	V2787	Cataract Lens	IOL	Professional	10/1/2020	12/31/2099	$ 375.00	$ 375.00	
INV88	INV88	Panoptix Invoice	V2788	Cataract Lens	IOL	Professional	10/1/2020	12/31/2099	$ 885.00	$ 885.00	
INV88P	INV88P	Presbyopia-IOL Invoice	V2788	Cataract Lens	IOL	Professional	10/1/2020	12/31/2099	$ 750.00	$ 750.00	
INV99	INV99	FEMTO Invoice	Femto	Femto	Laser	Professional	10/1/2020	12/30/2099	$ 700.00	$ 700.00	
J000B	J000B	Belotero	J000B	Cosmetic Injection	Injection Drug	Professional	7/1/2021	12/31/2099	$ 650.00	$ 650.00	
J0178NC	J0178NC	Eylea Specialty Pharm	J0178	Injection	Retina Injection Drug	Professional	1/1/2022	12/31/2099	$ -	$ -	490
J0178PF	J0178PF	Eylea Pre Fill	J0178PF	Injection	Retina Injection Drug	Professional	1/10/2022	12/31/2099	$ 1,844.00	$ 1,844.00	490
J0178S	J0178S	Eylea injection SAMPLE	J0178S	Injection	Retina Injection Drug	Professional	1/10/2022	12/31/2099	$ -	$ -	490
J0197	J0197	Omidria	J0197	Injection	Injection Drug	Professional	2/25/2020	12/31/2099	$ 250.00	$ 250.00	490
J0197S	J0197S	Omidria	J0197	Injection	Injection Drug	Professional	2/25/2020	12/31/2099	$ -	$ -	
J1095	J1095	Dexcyu	J1095	Injection	Injection Drug	Technical	1/1/2020	12/31/2099	$ 2.40	$ 2.40	490
J1096	J1096	Dextenza	J1096	Injection	Injection Drug	Professional	1/1/2020	12/31/2099	$ 558.00	$ 558.00	490
J1096S	J1096S	Dextenza Sample	J1096	Injection	Injection Drug	Professional	5/1/2022	12/31/2099	$ -	$ -	636
J1097	J1097	Omidria	J1097	Injection	Injection Drug	Professional	2/25/2020	12/31/2099	$ 250.00	$ 250.00	636
J1097S	J1097S	Omidria Sample	J1097	Injection	Injection Drug	Professional	2/25/2020	12/31/2099	$ -	$ -	636
J2778PF3	J2778PF3	Lucentis Prefilled Syringe 3ml	J2778PF3	Injection		Professional	1/10/2022	12/31/2099	$ 646.00	$ 646.00	490
J2778PF5	J2778PF5	Lucentis Prefilled Syringe 5ml	J2778PF5	Injection		Professional	1/10/2022	12/31/2099	$ 646.00	$ 646.00	490
J2778SP	J2778SP	Lucentis SAMPLE	J2778SP	Injection		Professional	1/10/2022	12/31/2099	$ -	$ -	490
J7351	J7351	Durysta	J7351	Injection	Injection Drug	Professional	11/1/2020	12/31/2099	$ 390.00	$ 390.00	490
J9035	J9035	Bevacizumab injection	J9035	Injection		Professional	1/10/2022	12/31/2099	$ 151.00	$ 151.00	490
JJMono	JJMono	JJ Monofocal IOL	Vmono	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ -	$ -	490
JJSimp	JJSimp	JJ Simplicity Eyhance Monofocal IOL	VMono	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ -	$ -	490
JJSimpT	JJSimpT	JJ Simplicity Eyhance Toric IOL	V2787	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ 600.00	$ 600.00	490
JJSimpTL	JJSimpTL	JJ Simplicity Eyhance Toric IOL With Femto	V2787L	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ 600.00	$ 600.00	490
JJSyng	JJSyng	JJ Tecnis Synergy MF	V2788	Cataract Lens	IOL	Professional	9/1/2021	12/31/2099	$ 1,145.00	$ 1,145.00	490
JJSyngL	JJSyngL	JJ Tecnis Synergy MF With Femto	V2788L	Cataract Lens	IOL	Professional	9/1/2021	12/31/2099	$ 1,145.00	$ 1,145.00	490
JJSyngT	JJSyngT	JJ Tecnis Synergy Toric MF	V2788T	Cataract Lens	IOL	Professional	9/1/2021	12/31/2099	$ 1,145.00	$ 1,145.00	490
JJSyngTL	JJSyngTL	JJ Tecnis Synergy Toric MF With Femto	V2788TL	Cataract Lens	IOL	Professional	9/1/2021	12/31/2099	$ 1,145.00	$ 1,145.00	490
JJTecns	JJTecns	JJ Tecnis MF IOL	V2788	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ 1,145.00	$ 1,145.00	490
JJTecnSL	JJTecnSL	JJ Tecnis MF IOL With Femto	V2788L	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ 1,145.00	$ 1,145.00	490
JJTecnsS	JJTecnsS	JJ Tecnis Symfony MF IOL	V2788	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ 1,145.00	$ 1,145.00	490
JJTecnsSL	JJTecnsSL	JJ Tecnis Symfony MF With Femto	V2788L	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ 1,145.00	$ 1,145.00	490
JJTecnsST	JJTecnsST	JJ Tecnis Symfony Multifocal Toric IOL	V2788T	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ 1,145.00	$ 1,145.00	490
JJTecnsSTL	JJTecnsSTL	JJ Tecnis Symfony MF Toric IOL With Femto	V2788TL	Cataract Lens	IOL	Global	4/19/2021	12/31/2099	$ 1,145.00	$ 1,145.00	490
JJTecnsT	JJTecnsT	JJ Tecnis MF Toric IOL	V2788T	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ 1,145.00	$ 1,145.00	490
JJTecnsTL	JJTecnsTL	JJ Tecnis MF Toric IOLWith Femto	V2788TL	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ 1,145.00	$ 1,145.00	490
JJToric	JJToric	JJ Toric Tecnis IOL	V2787	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ 600.00	$ 600.00	490
JJToricL	JJToricL	JJ Toric Tecnis IOL With Femto	V2787L	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ 600.00	$ 600.00	
LRIC	LRIC	Limbal Relaxing Incision - Cosmetic	LRI	ORA	Surgical	Professional	1/1/2021	12/31/2099	$ 310.00	$ 310.00	490
NSFIR	NSFIR	Returned Check NSF	NSFIR	Other	Fee	Professional	1/1/2021	12/31/2099	$ 50.00	$ 50.00	
ORA	ORA	ORA Laser	ORA	ORA	Laser	Professional	2/1/2020	12/31/2099	$ 310.00	$ 310.00	
ORACF	ORACF	ORA Click Fee	ORACF	ORA		Professional	7/1/2021	12/31/2099	$ 100.00	$ 100.00	
Pns	Pns	Patient Not Seen	Pns	Other	No Charge	Global	2/1/2020	2/1/2050	$ -	$ -	
Prepay	Prepay	Prepay	Prepay	Prepayments		Global	2/25/2020	2/25/2050	$ -	$ -	
STICL	STICL	Staar ICL	ICL	Lasik	IOL	Professional	4/19/2021	12/31/2099	$ -	$ -	490
STICLL	STICLL	Staar ICL With Femto	ICL	Lasik	IOL	Professional	4/19/2021	12/31/2099	$ -	$ -	490
STICLT	STICLT	Staar ICL Toric	ICL	Lasik	IOL	Professional	4/19/2021	12/31/2099	$ -	$ -	490
STICLTL	STICLTL	Staar ICL Toric With Femto	ICL	Lasik	IOL	Professional	4/19/2021	12/31/2099	$ -	$ -	490
V2785	V2785	Corneal tissue processing	V2785	Cornea		Professional	8/1/2020	12/31/2099	$ -	$ -	278
V2788	V2788	Multifocal IOL	V2788	Cataract Lens	IOL	Professional	1/1/2021	12/31/2099	$ 1,525.00	$ 1,525.00	
V2788P	V2788P	Presbyopia-IOL	V2788	Cataract Lens	IOL	Professional	10/1/2020	12/31/2099	$ 1,525.00	$ 1,525.00	
V2788T	V2788T	Multifocal Toric IOL	V2788	Cataract Lens	IOL	Professional	1/1/2021	12/31/2099	$ 1,525.00	$ 1,525.00	
V2788TL	V2788TL	Mulitifocal Toric With LenSx	V2788	Cataract Lens	IOL	Professional	1/1/2021	12/31/2099	$ 1,525.00	$ 1,525.00	
V2799	V2799	Surgery Kit	V2799	General	Product	Professional	9/1/2021	12/31/2099	$ 15.00	$ 15.00	
V2799W	V2799W	Soloar Shields	V2799	Other	Product	Professional	10/15/2021	12/31/2099	$ 10.00	$ 10.00	
ZEMono	ZEMono	Zeiss Monofocal IOL	VMono	Cataract Lens	IOL	Professional	4/19/2021	12/31/2099	$ -	$ -	490

EXHIBIT 8:

PATIENT CARE POLICIES – FINANCIAL AGREEMENTS

CHESAPEAKE EYE SURGERY CENTER

Patient Care Policies

Financial Arrangements, Physician Charges and Payment Plans Policy 2-10

Policy:

To clarify policies regarding patient financial arrangements.

Procedure:

1. During the scheduling interview, the billing staff will clarify patient financial arrangements with patients or caregivers. Staff will obtain insurance information for primary and any secondary payers and inform patients of the costs of the procedure.

2. Patients will be informed that they will receive a bill for both the professional component of the procedure and the use of the facility, but that patients with insurance will usually have both components paid for by their insurance.

3. In compliance with Federal law, Medicare patients will be informed when their physician has a financial ownership interest in the facility and informed that they are free to select any facility of their choosing for their procedure. However, if they wish their attending surgeon to perform the procedure, they must select a facility where that physician maintains surgical privileges. This communication will take place in the surgeon's own office and documented in the office record.

4. Arrangements will be made with the patient prior to admission regarding cash or credit card payments.

EXHIBIT 9:

INSURANCE FORMS & FEE SHEETS

INSURANCE VERIFICATION

PTS NAME:_____PTID:_____

PRIMARY INSURANCE:_____**DOB**:_____

CALL DATE/TIME:_____**PHONE REP**:_____

POLICY #:_____

APPOINTMENT DATE:_____

EFFECTIVE DATE:_____

REFERRAL NEEDED Y/N **PREAUTH NEEDED Y/N**

HAS PT MET DEDUCTIABLE THIS YEAR Y/N

IS PT A MEMBER OF MC ADVANTAGE PLAN Y/N

INSURANCE VERIFICATION

PTS NAME:_____PTID:_____

PRIMARY INSURANCE:_____**DOB**:_____

CALL DATE/TIME:_____**PHONE REP**:_____

POLICY #:_____

APPOINTMENT DATE:_____

EFFECTIVE DATE:_____

REFERRAL NEEDED Y/N **PREAUTH NEEDED Y/N**

HAS PT MET DEDUCTIABLE THIS YEAR Y/N

IS PT A MEMBER OF MC ADVANTAGE PLAN Y/N

20% CO-INSURANCE DUE AT THE TIME OF SURGERY

FEDERAL BC/BS PATIENTS

Federal Blue Cross and Blue Shield covers your cataract surgery at 80% of the customary charges. The 20% balance is the patient's responsibility. This amount is due the day of surgery for both the practice and the facility. It does not include additional billing from The Anesthesia Company. These fees are per eye.

Chesapeake Eye Care and Laser Center	**$132.76**
Chesapeake Eye Surgery Center	**$154.18**

This amount also does not include any amounts due for upgraded lens options, bladeless cataract surgery or ORA.

We accept Visa, MasterCard, Discover, American Express, cash, check, CareCredit, and Alphaeon financing.

_____

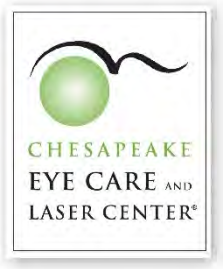
Name of Patient

_____

Signature of Patient (or legally responsible individual) *Date*

_____

Witness *Date*



20% CO-INSURANCE DUE AT THE TIME OF SURGERY

CAREFIRST BLUE CROSS/BLUE SHIELD STATE OF MARYLAND PATIENTS

CareFirst Blue Cross and Blue Shield covers your cataract surgery at 80% of the customary charges. The 20% balance is the patient's responsibility. This amount is due the day of surgery for both the practice and the facility. It does not include additional billing from The Anesthesia Company. These fees are per eye.

Chesapeake Eye Care and Laser Center	**$88.51**
Chesapeake Eye Surgery Center	**$102.79**

This amount also does not include any amounts due for upgraded lens options, bladeless cataract surgery or ORA.

We accept Visa, MasterCard, Discover, American Express, cash, check, CareCredit, and Alphaeon financing.

_____

Name of Patient

_____

Signature of Patient (or legally responsible individual) *Date*

_____

Witness *Date*

20% CO-INSURANCE DUE AT THE TIME OF SURGERY

MEDICARE PATIENTS

Medicare covers your cataract surgery at 80% of the customary charges. The 20% balance is the patient's responsibility. This amount is due the day of surgery for both the practice and the facility. It does not include additional billing from The Anesthesia Company. These fees are per eye.

Chesapeake Eye Care and Laser Center	**$139.77**
Chesapeake Eye Surgery Center	**$208.12**

This amount also does not include any amounts due for upgraded lens options, bladeless cataract surgery or ORA.

We accept Visa, MasterCard, Discover, American Express, cash, check, CareCredit, and Alphaeon financing.

_____

Name of Patient

_____

Signature of Patient (or legally responsible individual) *Date*

_____

Witness *Date*

EXHIBIT 10:

CHARITY CARE POLICY

Patient Care Policies

Charity Care Policy: **Policy 2-10A**

Policy:
To provide charity care that ensures access to services regardless of an individual's ability to pay and to provide ambulatory surgical services on a charitable basis to qualified indigent persons meeting the requirements of this policy.

Procedure:

1. Determination of eligibility for Charity Care. Within 2 business days following a patient's request for charity care services, application for medical assistance , or both, the facility shall make a determination of probable eligibility.

2. Notice of Charity Care Policy. Public notice and information regarding the facility's charity care policy shall be disseminated, on an annual basis, through methods designed to best reach the facility's service area population and, in a format, understandable by the service area population. Notices of the facility's program shall be posted in the waiting room and of the facility. Prior to scheduling surgery, the facility will address all financial concerns of the patient and if needed, will provide the charity care policy.

3. Criteria for Eligibility. The facility shall comply with State statutes and Health Services Cost Review Commission (HSRC). Regulations regarding financial assistance policies and charity care eligibility. The following criteria will be considered:

- Persons will family income below 100% of the current federal poverty guideline who have no health insurance and are not eligible for any public program providing coverage for medical expenses shale be eligible for services free of charge.
- At a minimum, persons with a family income above 100% of the federal poverty guideline but below 200% of the federal poverty guidelines shall be eligible for services at a discounted charge, based on a sliding scale of discounts for family income bands.

A Guide to Implementing Your

Charitable Cataract Surgery Program

CHESAPEAKE EYE CARE AND LASER CENTER®

OOSSUniversity™

2002 Medical Parkway ▪ Sajak Pavilion, Suite 320 ▪ Annapolis, MD 21401 ▪ ChesapeakeEyeCare.com

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CHESAPEAKE EYE CARE AND LASER CENTER®

Table of Contents

Overview

So you want to give away cataract surgery and change the lives of those who could not otherwise afford this procedure. We did too. When we set out to do this, we thought it should be pretty easy. Since we gave away surgeries before, what could be different? What we did not realize was the magnitude involved in a concerted effort to launch a full-fledged charitable cataract surgery program, whereas, the other surgeries we donated were just one individual integrated into our regular cataract surgery day. Always striving to set the bar high, we decided that both of our cataract surgeons would participate and we set the goal of 40 total cataract surgeries. As we delved into the program, we quickly realized this was not for the faint of heart. Truthfully, in the end this was one of the most worthwhile efforts not just for the patients, but also our staff and the community.

We learned a lot from this undertaking and realized that sharing our experience with other cataract surgeons and practices around the country could be helpful. In an effort to address preventable blindness in the United States and encourage other surgeons to participate in similar efforts, we created this guide. It is our intention to provide an informative, step by step valuable resource to implementing your own charitable cataract program. We hope you find it helpful and wish you great success in changing the lives of others!

Sincerely,

Maria Scott, MD

Cataract & Refractive Surgery
Chesapeake Eye Care and Laser Center

Vice President
Outpatient Ophthalmic Surgery Society

Getting Started

Where to begin? The first step is getting your team coordinated. For us, this included our Call Center Manager, Front Desk Manager, all of our Surgical Coordinators, Clinic Manager, Billing Manager, Surgery Center Managers, Marketing team, Practice Administrator, and the Surgeons. Once you have identified your team, select someone to lead the project. For us, our Director of Marketing was the primary point of contact.

With your key players identified, the next step is setting up your kick-off meeting. This is a critical step. During this meeting, you will create the foundation of your program which includes setting your goal for surgeries, identifying parameters for participation, discussing the needs and involvement of each department, and most importantly getting buy in from everyone involved.

Rally the Team

As you rally your team, there are key issues and specific questions for consideration within each department.

SURGEONS

Expectations

Discuss your surgeons' expectations for the program. What is their motivation? What is important to them in creating a program like this? How many surgeries do they want to perform? What parameters do they want to set for patient consideration? Should the patients be U.S. citizens, lack private insurance and government assistance? What is the financial threshold; what percent of the Federal Poverty Level qualifies them? What resources do you have to help offset costs? Will your anesthesia company donate their services? Who can offer free Health & Physicals? Can you get support from the lens companies or their foundations? What if a specialist, like a retina surgeon, is needed for specific scans or emergency surgery? Do you have that person on staff or do you have a relationship with a specialist in your area who you can utilize if needed? Do you offer interpretation services for non-English speaking patients? Is there an existing organization that offers support for a program like this?

For us, we chose to work with ASCRS Foundation's Operation Sight. This well-established organization offered guidance, support materials, and assistance with identifying and qualifying patients. We set our goal at 40 eyes with the following qualifying factors: Patients do not need to be U.S. citizens, they cannot have private insurance or receive government assistance (Medicare), and they need to be at the 200% Federal Poverty Level. With this said, you may encounter unique scenarios, as we did, with patients who have Medicare, but do not access it because they can't afford to pay the minimums. For special cases, use your best judgment to offer those in need this surgery, while maintaining fairness across the board.

Concerns

Discuss any concerns the surgeons have with scheduling cataract consultations, selecting surgery days, post-op visits. Discuss the revenue to produce this program that truly offers completely free surgery from consult to eye drops and post-op kits to 90 day follow up exam. Patient compliance, particularly with the drop regimen, is an important area of conversation, as well as ensuring the patients have someone to assist them with paperwork, day of surgery, post-op visits. Patient's housing is also important to note. Because of the possible complications, we chose not to offer surgery at this time to prospective patients who were homeless. We considered options to make this possible, but are not ready to include that situation in our program to date.

Surgery Schedule

When considering your surgery schedule, do you want to set aside a set day or two to offer the surgeries? Will you have a set day for all charitable cataract surgeries for just the first eyes and then integrate the second eyes into a regular surgery day? Depending on how many surgeries you schedule, do you want to set aside a specific time slot for the charitable surgeries (first half of surgery day) and then schedule non-charitable surgery patients for the other part of the day? Do you want to set aside a separate day for the first eyes and a separate day for the second eyes?

We set aside two days for the first eyes, so that each surgeon would have their own surgery days. This kept things much simpler with securing an anesthesiologist to donate their services, setting aside lenses to be used, and tracking any equipment that might be needed during surgery for unforeseen issues, which we fortunately did not encounter. Our first year, we integrated the second eyes on a regular surgery day; however, this became a challenge with anesthesia who was hired for the other non-charitable surgeries, but agreed to donate their time for the charitable cases. Going forward, we have now allocated a specific day for second eyes for the charitable surgeries. This ensures a smooth internal process for complete donation of all services and products. One other note, we found that many of our patients had very dense cataracts similar to those found in third world countries, which required significantly more time than our traditional patients. This experience was helpful in determining our schedule for these charitable cases.

As we opted to work with Operation Sight, we chose to set our first surgery days during the month of October in which the majority of Operation Sight surgeons offer charitable surgery. From a PR perspective, it was helpful to leverage this nationwide initiative, as well as capitalize on the press interest in World Sight Day and National Sight Week, which fall in October.

Laser v. Manual Surgery

In making this donation, it is important to determine if you will offer laser cataract surgery or manual surgery. This is a personal preference for the surgeon, but needs to be determined before the program is launched in order to set expectations for patients and ensure all paperwork supports the method of surgery.

Lens Options

Choosing which lenses to offer is completely up to the surgeon. You may be able to secure lenses from the manufacturing company. Some companies, like ALCON (ALCON Humanitarian Services), offer reimbursement for charitable programs through their foundations. ALCON Humanitarian Services requires complete documentation on the patient including financial status and products used. This paperwork may be submitted for reimbursement consideration after all surgeries are complete.

Determine Co-management Process for Referring Optometrists

If you choose to promote this program to your Optometrists who may have qualifying patients, it is important to agree upon the co-management process. At which post-operative visits will they co-manage and it must be agreed upon in writing that they are donating all their services and co-management fees for those referrals who participate in the program.

Outside Specialists (Unforeseen Events)

If you do not offer all ophthalmic specialties, such as retina surgery, or do not have specific equipment for advanced testing, you will want to align with specialists in your community who can offer their services free of charge for program participants should the need arise.

We had a patient that needed B-scans for which we do not have the equipment, nor the expertise. In preparation for our program, we secured a commitment from one of the retina surgeons in our area to donate his services pre-operatively and post-operatively as needed. This became critical when one of our charitable patients experienced a retinal tear during surgery. The retina surgeon was able to evaluate the situation and donated his time for the emergency surgery. This required immediate contact with the hospital where the retina surgery was to be performed. We successfully received approval from the hospital and anesthesia company to provide all services free of charge to the patient. Another critical component of this case, was securing the support of the patient's case manager and on staff nurse at his housing development to ensure the patient was given all additional eye drops, arrived on time for the retina surgery, had overnight care, and arrived for post-op visits. This particular patient had some mental health issues and coordination of all parties ensured a successful outcome.

SURGERY CENTER MANAGER

As you plan your charitable cataract surgery program, it is important to coordinate with the surgery center. What drops will your patients need? Be sure to plan for diabetic patients. Can you get these drops from your representatives? Be sure to coordinate the custom surgical packs for each surgeon, as some prefer different supplies. Also, check with the company that provides your custom surgical packs and post-op kits to see if they have a foundation to cover the cost of these supplies. Alcon provides these supplies for us and we were able to submit the charitable giving paperwork to their non-profit entity for reimbursement after the surgeries were completed. If you are offering laser cataract surgery, be sure to see if the company providing the cones needed will also reimburse for this expense through their foundation.

With regard to health and physicals (H&P), you will want to coordinate with a primary care provider in your area or a community health clinic who will be willing to offer this service free of charge to your charitable patients. Some of the patients may have their own primary care physician; however, given the financial constraints for these patients, it is unlikely in most cases. We worked with the Anne Arundel Medical Center Community Health Clinics who already cater to this population. They offer sliding scales, but may be willing to offer free H&Ps. It is important to make sure you coordinate with the surgery center to ensure that their required H&P intake is sent to the office/s you select to participate in the program.

SURGICAL COORDINATORS

Your surgical coordinators play a significant role in this program. Work with your coordinators to create surgical information folders for these charitable cases. Specifically, make sure none of your paperwork includes fees for services or drops, etc. Also, be sure your paperwork reflects the lenses and surgery method (laser v. manual) that you are offering these patients. For patients whose first language is not English, be sure your information folders are translated into their native language. We highly suggest using a professional translation company to ensure proper translation.

In scheduling your patients whose first language is not English, it is important to ensure that you have bilingual staff or an interpreter scheduled for screenings, cataract evaluations, surgery day and all post-operative visits. In coordination with your surgery center, it is important to create a system that clearly identifies these patient's native language, in order for the surgery center to have bilingual staff or an interpreter on hand when calling to confirm patients and discuss preoperative procedures before surgery day.

Your schedulers will need to have a point of contact at the primary care office or health clinic to enable them to easily schedule an H&P for the patient while they are at your practice. This will ensure that the patient gets scheduled within the proper time frame for their H&P and your surgery center will receive the paperwork with required exams.

BILLING MANAGER

Once you have determined the parameters for participation, you will need Applications to gather the necessary information to qualify the patient for financial hardship. You can reference Medicare guidelines for financial hardship or you may use guidelines from an existing charitable program. In working with Operation Sight, we chose to use their forms with our guidelines. Additionally, we created a financial check list of required documents for prospective patients to prove financial hardship. In creating this list, it is important to identify ways to prove financial hardship for your prospective patients who are not U.S. citizens, if you choose to include them in the program. In creating your financial quick check list, here are some suggestions:

- Copies of the most recent Federal Income Tax return or other proof of income for you and those in your household (i.e., letter from employer, or pay stub)
- If you are eligible for additional income such as Unemployment, Social Security, Supplemental Security, Pension/Retirement, or Child Support please provide proof for you and those in your household.

If the patient did not work, we asked to have proof of income for the people supporting them in that household.

CLINIC MANAGER

When creating your schedule for charitable cataract evaluations, allow enough time for additional testing or specialist visits should they be needed prior to surgery. You may also want to create a prescreen day with one of your optometrists to evaluate prospective candidates for the presence of a cataract or any medical conditions that might preclude cataract surgery. Adding a prescreen day to your schedule will ensure a more efficient use of clinic time. Prior to scheduling their appointments, these prospective patients should be prequalified for financial hardship.

For patients whose native language is not English, it is important to ensure bilingual staff or an interpreter is available for all appointments, unless the patient has a relative or friend who is fluent in English.

CALL CENTER MANAGER

Depending how your clinic is set up, the Call Center Manager will work with the Clinic Manager to create the appointment schedule. If you have a significant population of people who speak another language such as Spanish, you may want to set up a specific phone line assigned to a bilingual call center staff member. Keeping the lines of communication open with your team members is essential as special circumstances will arise, schedules will change, and it is essential that everyone is in the loop. For example, the call center schedules a Spanish-speaking patient for a cataract evaluation. The appointment needs to be noted as a charitable program participant. The Clinic Manager needs to be notified, so that the patient will have bilingual technicians and scribes assigned to that appointment or an interpreter will be available for the entire appointment (testing to surgeon to scheduling). The schedulers also need to be aware that this patient will need the custom charitable cataract scheduling folders with all paperwork.

FRONT DESK MANAGER

The manager of this department needs to ensure that the front desk staff is aware of the program, is well versed on participation, knows how to schedule for screenings and appointments, has all supporting paperwork to give prospective patients.

MARKETING DEPARTMENT

To ensure consistent messaging across all audiences internal and external, the marketing department will need to create numerous collateral materials. It is helpful to create informational folders for each team member.

Informational Folders for Surgeons and Supporting Staff:

- **Overview** – This document includes mission and purpose of the program; date and location for surgeries; number of surgeries offered; laser v. manual; lens options; qualifying parameters for prospective patients.
- **Quick Financial Checklist** – This includes a list of documents needed to prove financial hardship.

- **What Prospective Patients Should Expect** – This document outlines the entire process from qualifying a patient to screening and cataract evaluation to surgery to post-operative care. Clearly outlining the process, also helps set expectations for the team.
- **Frequently Asked Questions** – This will serve multiple purposes. Listing out key questions that staff, patients or community organizations may ask is helpful to communicate clearly and consistently across all lines. You may include these questions among others:
  - What is the Charitable Cataract Program?
  - How do I apply for the program?
  - What qualifies me for this program?
  - Will I have to pay anything?
  - What if the doctor finds another problem with my eyes?
  - Where is the surgery performed?
  - Will I see the same doctor before my surgery and after?
  - Do you provide transportation?

Program and Promotional Materials for Community Leaders

Community leaders are going to be your best asset in reaching prospective patients for this program, as they work with people who fall into the financial hardship category. This community is typically close knit and they will have valuable suggestions to assist with your outreach program. A very nice by product of working with these leaders, is the unofficial press you get – word of mouth is invaluable.

After our first year, we received great feedback on our materials, which led us to develop two different promotional flyers/ads. One spoke to the community at large and community leaders. The other spoke to the prospective candidates and used more simple language, asked specific qualifying questions, such as:

- Do you have blurry vision?
- Does it seem like you are looking through a foggy window?
- Do you see halos around lights?
- Are you over 50 years of age?
- Is a lack of money preventing you from getting your eyes examined?

When producing marketing materials in alternate languages, it is important to consult someone who knows that culture to discuss language nuances. Certain expressions we use in English, do not always translate the same in another language.

Create Bi-lingual/Multi-lingual Patient Paperwork

In preparing for your patients' arrival, you will need to have all of your materials organized. Some things to consider are as follows:

- Cataract Evaluation/Surgical Packets
- Patient in-take forms
- Compliance, Privacy Policy, HIPPA documents you require

Things to consider in preparing these materials: no mention of any costs, the type of surgery and lenses offered is clearly spelled out, and the materials are translated into the languages you need for your community.

In our office we utilize both kiosks and front desk staff to check-in patients. For our Charitable Cataract Surgery Program, we chose only to use front desk staff for check-in purposes.

Create Marketing Strategy & Timeline

Outreach - Identify Community Partners:

- Community Health Clinics
- Local Hospital Community Outreach
- Local Hospital Community Health Departments
- Local Hospital Director of Case Managers
- Department of Aging
- Department of Social Services
- Department of Housing
- Department of Health
- Senior Centers
- Local Religious Organizations, Churches, Temples
- Community Resource Center (ie. Latino Resource Center)
- County/State Executives Office on Community Outreach

Develop Marketing Collateral (translate into languages needed)

- Community Informational Flyer
- Prospective Patient Informational Flyer
- Ads
- Website
- Social Media Platforms
- Patient Release Forms to capture photos and testimonials

Press

Create Press Release

Try to secure coverage before procedure and day of surgeries

Advertising

Negotiate ad buys and donations

We were able to leverage our advertising contacts and either secure completely donated advertising of this program in addition to press, or we purchased one ad and they comped an identical size, color ad for this program.

Additional Resources

Translation/Interpretation Companies – Depending on your market, you may want to identify translation/interpretation companies who will donate services.

Food – Given that these patients are living within limited financial means, providing a nice, catered to go box lunch after their surgery may be welcomed. Also, we coordinated with several area restaurants to donate breakfast for all our patients on the Charitable Cataract Surgery One Day Post Op.

Transportation – Some patients may have transportation issues, which cause barriers to participation. You may find transportation/car service company to donate their services. You may also work with some patients' case managers to coordinate transportation if that is needed.

Explore Grant Funding

You may want to inquire with different organizations for grant funding. We found that ALCON Humanitarian Services will reimburse expenses for ALCON products used in the program. Be sure to inquire for assistance with U.S. based charitable giving programs.

Implementation

When you get ready to implement your program, be sure that your team member roles and responsibilities are clearly defined and communicated so that everyone knows what to expect and who to go to for specific questions and needs.

Summary

We recommend giving yourself ample time to plan this program, especially if your surgeons are booking several months out for cataract evaluations and surgeries. As you develop your time-line, keep in mind scheduling for screenings, cataract evaluations, any additional testing needed (B-Scans), H&Ps to be completed. You will need time to develop your marketing materials, secure your specialists and community leaders, and find prospective candidates to participate.

Although creating a charitable cataract surgery program is very involved, it is doable and certainly worthwhile. Your time, energy, effort and contribution will profoundly impact these patients' lives, their families and the community at large. Through this program, you will also generate more awareness about the importance of cataract surgery and help curtail preventable blindness. We hope this guide to implementing your own charitable cataract surgery program is helpful. We wish you great success!

The Cliff Notes

I. Set Your Goal of Surgeries to Give-a-way

II. Meet with each department

A. Surgeons

1. Expectations
2. Concerns
3. Surgery Dates - First Eyes, Second Eyes
4. Surgery Schedule (Separate Day, Integrated Non-Operation Sight)
5. Laser v. Manual Surgery
6. Lens Options
7. Cataract Evaluations
8. Pre- and Post-Op Schedule
9. Determine Co-management Process (Referring Optometrists)
10. Identify Anesthesiologists
11. Collaborate with Outside Specialists (Unforeseen Events)
12. Candidate Qualifying Parameters (U.S. Citizen, FPL – 200%)

B. Surgery Center

1. Supplies needed for each surgery
2. Pre- and Post-Op Drops
3. Lenses
4. Laser Cones
5. Surgical Packs and Post-Op Kits

C. Surgical Coordinators

1. Cataract Evaluation Packets (necessary adjustments)
2. Drop Schedules
3. Drops Donated
4. H&Ps
5. Schedule for Cataract Evaluations and Post-Op Visits
6. Interpretation Services
7. Transportation Services

D. Billing Manager

1. Review Financial Hardship Paperwork
2. Discuss Candidate Qualifying Parameters

E. Clinic Manager
    1. Discuss Screening Process/Schedule
    2. Determine Schedule: Cataract Evaluations, Pre- and Post-op

F. Call Center
    1. What are their needs? (address questions, schedule patients)
    2. Coordinate scheduling appointments with Clinic Manager

G. Front Desk
    1. What are their needs? (Greeting Patients, Check-in Process)

H. Marketing Department
    1. Informational Folders for Surgeons and Supporting Staff
        a. Overview
        b. Quick Financial Checklist
        c. What Prospective Patients Should Expect
        d. Frequently Asked Questions
    2. Program and Promotional Materials for Community Leaders
    3. Create Bi-lingual/Multi-lingual Patient Paperwork
        a. Cataract Evaluation Packets
        b. Patient In-take Forms
        c. Compliance, Privacy Policy, HIPPA Documents
    4. Create Marketing Strategy & Timeline
    5. Identify Community Partners to Identify Prospective Patients
        a. Community Health Clinics
        b. Department of Housing
        c. Department of Aging
        d. Department of Social Services
        e. Case Managers at local hospital
        f. Churches
        g. Civic Centers
        h. Senior Centers
    6. Develop Marketing Collateral – Multiple Languages
        a. Community Informational Flyer
        b. Prospective Patient Informational Flyer
        c. Ads

        d. Website
        e. Social Media Platforms
        f. Patient Release Forms (Photos, Testimonials)
    7. Press Release
    8. Advertising

III. Explore Grant Funding
    A. AMO
    B. ALCON
    C. Any Additional Resources

IV. Collaborate with Specialists
    A. Anesthesiologists
    B. Primary Care or Community Health Clinics for H&Ps
    C. Retina
    D. Case Manager for Community Outreach Programs – if applicable

V. Identify Additional Resources
    A. Translation Services
    B. Transportation
    C. Restaurants for food donations (Box Lunch Surgery Day, Breakfast)

VI. Implementation
    A. Coordinate Team Meeting – All Departments
    B. Review – Implementation Plan
    C. Discuss Program Parameters
    D. Discuss Schedule
        1. Prescreening Appointments
        2. Cataract Evaluations
        3. Surgery Dates
        4. Post-Op Appointments
    E. Review How to Manage Unforeseen Events

VII. Post-Event Wrap Up Meeting
    A. Internal Team
    B. Community Partners
    C. Charitable Organization – If you aligned with one

What is Operation Sight?

Operation Sight is the ASCRS Foundation's U.S. based charitable cataract surgery program, which was launched in 2014 to serve financially vulnerable, uninsured Americans who cannot afford or access care. These members of our own communities often rely on others to complete daily tasks, and if left untreated, risk debilitating vision loss. To date, Operation Sight has delivered more than 6,300 surgeries through a nationwide network of volunteer surgeons committed to caring for those who could not otherwise afford life-changing surgery.

At Vision Innovations Partners, we are proud to participate with this charitable program. Below are details and resources to help you register your provider and determine patient eligibility.

How can you register a provider?

https://ascrs.org/foundation/operation-sight/operation-sight-volunteers/operation-sight-volunteer-form

What patients are eligible?

The qualifications for an Operation Sight patient are as follows:

- Patient must be at or below the 200% of the Federal Poverty Level defined by the Federal Poverty Guidelines. Documentation of household income and dependents must be provided.

- Must be uninsured or underinsured where insurance does not cover cataract surgery. Patients who receive Medicare Part B are ineligible. The program does not pay or assist with copays.

- Must have a formal cataract diagnosis within the past 24 months, where cataract surgery has been deemed medically necessary. Bilateral vision correctable to 20/40 or below is not deemed as medically necessary unless a significant glare or double vision is otherwise noted.

- Must permanently reside in the United States. Applicants who are temporarily visiting do not qualify for the program.

Operation Sight's charitable surgery and care is offered to patients as a voluntary basis. The program and its volunteers reserve the right to approve or decline service to any approved patient for any reason at any time.

What is the process to quality a patient?

1. **Patient Inquiry Form:** The patient inquiry form is the first step of the screening process to determine patient eligibility. Once patient submits your inquiry form, they will be contacted within 5-7 business days via email regarding eligibility.

2. **Patient Application:** If patients information meets the requirements, they will be asked to complete a more detailed application and provide additional documentation. Patient will be contacted within 30 business days after application has been submitted and reviewed.

3. **Acceptance:** If approved, ASCR's will do their best to match patient with an Operation Sight volunteer surgeon at your practice. Surgeon must be registered as a volunteer with the program (see above on how to register surgeon).

Patient FAQ's:

https://ascrs.org/foundation/operation-sight/operation-sight-faq

What protocols should your practice follow once Operation Sight approves a patient?

1. Present patient information to volunteer surgeon to see if they are willing to participate in this surgery through Operation Sight.

2. Schedule patient for a cataract evaluation with the volunteer surgeon at your specific practice. Must state in scheduling notes: ***"patient is part of Operation Sight and does not pay for exam or surgery"***

3. Alert all necessary departments before patient has exam (billing department, front desk, surgical schedulers, etc.). Let these departments know that patient is part of Operation Sight and is not to be charged for services.

4. Once patient has evaluation and is scheduled for surgery, email Jennifer Knopp and your local surgery center Nurse Administrator to inform them that the Operation Sight patient is scheduled for surgery on *(date and time)* with *(surgeon name).* Surgery center Nurse Administrator must reach out to their anesthesiologists to see if they will donate their anesthesia services for free.

5. Following the patients' surgery, the Nurse Administrator must email Cristin Miller with lot number of custom packs, IOL box and lot number and all supplies used in surgery. Cristin will submit supplies information to Alcon to receive small stipend for surgery center.

6. If possible, have patient fill out our Model Consent Form, so we can promote charitable surgery on your website and social media profiles. Please send any pictures and Operation Sight doctor and patient quotes to Cristin Miller .

Free Cataract Surgery:

Giving the **gift of sight** to those who can't afford it.

"Participating in Operation Sight allows us to give back to our community and help change the lives of 20 people who could not otherwise afford cataract surgery."

—Dr. Maria Scott, Cataract and Refractive Surgeon
Founder, Chesapeake Eye Care and Laser Center

Do you or someone you know need cataract surgery, but can't afford it?

Chesapeake Eye Care and Laser Center is proud to participate in the American Society of Cataract and Refractive Surgery Foundation's Operation Sight program. Dr. Maria Scott and Dr. Heather Nesti will offer **40 free cataract surgeries** to area patients who lack health insurance and meet the 200% Federal Poverty Level. Help us address preventable blindness.

Call 410-571-8733, x230

Prospective candidates must schedule an appointment to review financial hardship. Once approved, candidates will be scheduled for a cataract screening to determine if a cataract has developed.

Maria Scott, M.D.
Cataract and Refractive Surgeon

Heather Nesti, M.D.
Glaucoma and Cataract Surgeon

CHESAPEAKE EYE CARE AND LASER CENTER®

ASCRS Foundation
ADVANCING THE WORLD'S VISION

operation sight

2002 Medical Parkway ■ Sajak Pavilion, Suite 320 ■ Annapolis, MD 21401 ■ ChesapeakeEyeCare.com

Cirugía gratuita de catarata:
Dando el **regalo de la vista** a aquellos que no pueden pagar el costo.

"Participar en Operation Sight nos permite ayudar a nuestra comunidad y a cambiar la vida de 20 personas que de lo contrario no podían pagar la cirugía de cataratas."

—Dr. Maria Scott, cirujana de Cataratas y de Refracción, fundadora de Chesapeake Eye Care and Laser Center

¿Usted o alguien que usted conoce necesitan cirugía de catarata, pero tiene fondos limitados?

Chesapeake Eye Care and Laser Center está orgulloso de participar en el programa American Society of Cataract and Refractive Surgery Foundation's Operation Sight. La Dra. Maria Scott y la Dra. Heather Nesti ofrecerán **40 cirugías de cataratas gratis** a pacientes del área que no tienen seguro médico y cumplen con el 200% de nivel de pobreza Federal. Ayúdenos a evitar la ceguera prevenible.

Llame a 410-571-8733, x219

Posibles candidatos deben programar una cita para revisar dificultades financieras. Una vez aprobado, los candidatos serán programados para una evaluación para determinar si se ha formado una catarata.

Maria Scott, M.D.
Cirujana de Cataratas y de Refracción

Heather Nesti, M.D.
Cirujana de Glaucoma y de Cataratas

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OPERATION SIGHT PATIENT APPLICATION

Operation Sight is the ASCRS Foundation's U.S-based charitable cataract surgery program. The program matches eligible patients with volunteer surgeons who are members of the Operation Sight Network. The Operation Sight volunteer network includes volunteer surgeons from the American Society of Cataract and Refractive Surgery (ASCRS) and other established charitable organizations. Operation Sight strives to provide accessible care in the home communities of eligible patients.

Who Qualifies? ***To qualify for the Operation Sight program, the following conditions must be met:***

A. Applicants must be at or below the set 200% Federal Poverty Level defined by the Federal Poverty Guidelines. Documentation and confirmation of household income and dependents must be provided with applications.
B. Patients must be uninsured or underinsured where insurance does not cover cataract surgery. Patients who receive Medicare Part B are ineligible for the Operation Sight program. Operation Sight does not assist with the payment of copays.
C. You must have received a formal cataract diagnosis within the past 12 months, with your visual acuity included. The removal of your cataracts should have been deemed medically necessary.
D. Applicants must be permanently residing in the United States. Applicants who are temporarily visiting do not qualify for the Operation Sight program.

To Apply:

Complete this Operation Sight Application and send with all the following <u>REQUIRED</u> documents:

☐ REQUIRED– Copy of household 2020 1040 tax return, or last two paystubs that includes year to date figures for all working individuals in the household, or a handwritten letter from employer. If unemployed, a copy of any financial award letters from disability, social security, food stamps, retirement fund/pension, alimony, or unemployment offices. If unemployed and living with family members or friends, send proof of the household income and letter from family confirming they are financially supporting the applicant.

☐ REQUIRED IF UNEMPLOYED–If someone other than your spouse supports you, he/she must complete the Statement of Support document, and provide his/her proof of income.

☐ REQUIRED–Patient Agreement form

☐ REQUIRED–Copy of last eye exam/doctor's notes which indicates cataract surgery is medically necessary (eye exam should include visual acuity and must have occurred within last 24 months)

Please ensure to remove all sensitive financial data prior to submitting your application.

Applications will not be processed until all required documentation has been provided. All pages must be legible and submitted together. Applications will be reviewed within 30 business days and updates will be provided via email.

Completed applications should be submitted via fax or email:

FAX: 703-434-3002 **EMAIL:** Jminhas@ascrs.org

OPERATION SIGHT PATIENT APPLICATION

ASCRS FOUNDATION

Patient Agreement Form

I, _____(print name), understand if accepted for the Operation Sight program, I must comply with the following terms or can be terminated from the program:

1. **Show up on time.** Volunteer surgeons and staff donate their time and services for your treatment. Please be respectful of their schedule as they have a private practice with other scheduled appointments.

   Patients Initials: _____

2. **Avoid cancellations.** If you are unable to attend your appointment for whatever reason, you must contact your physician's office to reschedule a minimum of 24 in advance.

   Patients Initials: _____

3. **Follow your physician's orders.** You must follow your physician's orders through the entirety of your patient status, including attending all appointments deemed medically necessary and follow through with all treatment plans.
   Patients Initials: _____

4. **I will be respectful.** I will treat the staff at the ASCRS Foundation and the volunteer practice respectfully at all times. I understand that if I am disrespectful to staff my patient status will be terminated.

   Patients Initials: _____

5. **Be responsible for all post-op care and costs after the 90-day period following surgery.** I understand the volunteer surgeon provides routine follow-up care for a 90-period after surgery is completed. After the 90-day period, I become financially responsible for any additional post-op care.

   Patients Initials: _____

Operation Sight charitable surgeries are done by volunteer surgeons at their own facilities and must be worked into their existing surgical schedule. Operation Sight volunteers are donating their surgical services and office visits to you. Some may happen quickly, others may require a wait of at least several months. Acceptance to the Operation Sight does **not** guarantee surgery.

Operation Sight's charitable surgery and care is offered to patients on a voluntary basis. The program and its volunteers reserve the right to approve or decline service to any approved patient for any reason at any time.

As stated, these instructions have been put in place to provide effective, quality care for you and other patients.

I have read, understand, and agree to comply with this policy. I understand if I fail to comply with the above-mentioned policies, my patient status can be terminated.

Signature: _____ Date: _____

Printed Name: _____

If you have any questions, please feel free to contact the ASCRS Foundation staff at info@ascrsfoundation.org

OPERATION SIGHT PATIENT APPLICATION

ASCRS FOUNDATION

STATEMENT OF SUPPORT

Please complete this document ONLY if the applicant is not employed. The person completing this form must provide his or her proof of income.

If someone other than your spouse supports you, he/she must fill out this form:

I, _____ (name of supporter) have supported _____ (patient's name) for this long (Example: 4 months): _____.

☐ I do ☐ I do not give him/her room and board.

☐ I do give him/her $_____ ☐Weekly ☐Every 2 weeks ☐Monthly ☐Twice monthly

My relationship to him/her is _____. I understand that I am not responsible for his/her medical bills unless I have a legal responsibility to support him/her. I receive income from _____ _____.

Signature: _____ Date:_____

Printed Name: _____ Telephone Number: _____

DECLARACIÓN DE AYUDA FINANCIERA

Por favor completa esta página si no trabaja el aplicante. La persona completando este documento tendrá que enviar su prueba de ingreso.

Si recibe ayuda de otra persona que no sea su cónyuge, esa persona deberá completar este formulario:

Yo, _____ (nombre de quién brinda ayuda financiera) he ayudado a

_____(nombre del cliente) durante (Ejemplo: 4 meses):_____.

☐Yo le otorgo ☐Yo no le otorgo alojamiento y comida.

☐Yo le otorgo $_____ ☐Semanal ☐Cada dos semanas ☐Bi-mensual ☐Mensual

Mi relación con él/ella es_____. Comprendo que no soy responsable del pago de sus cuentas médicas salvo que tenga la responsabilidad legal de mantenerlo/a. Recibo ingresos de

_____.

Firma: _____Fecha: _____

Nombre en imprenta: _____ Teléfono: _____

OPERATION SIGHT PATIENT APPLICATION

ASCRS FOUNDATION

Frequently Asked Questions

What is Operation Sight?
Operation Sight is the ASCRS Foundation's U.S-based charitable cataract surgery program. The program matches eligible cataract patients with volunteer surgeons who are members of the Operation Sight Network. The Operation Sight Network includes volunteer surgeons from the American Society of Cataract and Refractive Surgery (ASCRS) and other established charitable organizations. Operation Sight strives to provide accessible care in the home communities of eligible patients.

When and how will I be notified on my application status?
If an email is listed, patients will be notified via email within 7-10 business days of submitting their completed application. If no email is provided we will contact you via telephone, and inform you on your status.

If an application is incomplete an ASCRS Foundation staff member will contact you to request the additional information or documentation needed. Applications are placed on hold until all information or documentation requested has been provided.

How long will it take a patient to receive charitable cataract surgery through Operation Sight once approved?
Operation Sight charitable surgeries are done by volunteer surgeons at their own facilities and must be worked into their existing surgical schedule. Operation Sight volunteers are donating their surgical services and office visits to you. Some may happen quickly, others may require a wait of several months. Acceptance to the Operation Sight does not guarantee surgery. There is no single set timeframe for when an approved applicant will receive surgery. It is dependent on the location of the patient and the availability of a volunteer surgeon in the patient's home city or town.

What happens once I've been matched to a volunteer surgeon?
The volunteer surgeon who has accepted your case will have his or her staff members contact you via telephone to schedule a pre-operative eye exam.

We ask that you keep us updated in case there is a change in the telephone number(s) provided on your application. Please call the ASCRS Foundation at 703-383-5703 to update your information.

Does Operation Sight help with co-pays?
Operation Sight does not assist with the payment of co-pays or out of pocket costs through private insurance.

Do insured patients qualify for the Operation Sight program?
To qualify as an Operation Sight patient, patients must be uninsured or underinsured (If insured, patients must not have insurance that would cover cataract surgery). Medicare Part B patients do not qualify for the Operation Sight program.

How does Operation Sight financially qualify a patient to receive charitable cataract surgery?
When applying to become an Operation Sight patient, you will be asked to document your household income. To be eligible for the Operation Sight program, a patient must show annual household income of less than 200% of the federal poverty level. Proof of income can be submitted in the form of a W-2 or monthly paystub, or through your annual tax return.

If unemployed, a copy of any financial award letters from disability, social security, food stamps, retirement fund/pension, alimony, or unemployment offices. If unemployed and living with family members or friends, send proof of the household income and letter from family confirming they are financially supporting the applicant.

What happens if the initial exam indicates that the patient has another condition, such as glaucoma?
At this point in time, the Operation Sight program is only for cataract surgery. If the surgeon determines that the patient is not a good candidate for surgery due to another condition, the patient will – unfortunately – not be eligible for the Operation Sight program.

Does the patient supply their own transportation?
Yes, the patient is responsible for getting to and from the office/surgery center for both pre- and post-op exams and the surgery.

Who performs the cataract surgery?
The Operation Sight network program includes a network of established charitable organizations and ASCRS (American Society of Cataract & Refractive Surgery) member volunteer surgeons who perform the surgeries.

Where does the surgery take place?
The surgery takes place at the ambulatory surgery center used by the volunteer surgeon.

Who is responsible for the post-op care?
The volunteer surgeon/practice will provide routine follow-on care for a 90-day period following cataract surgery. After the 90-day period, if additional post-op care is required, it then becomes the responsibility of the patient.

OPERATION SIGHT PATIENT APPLICATION

ASCRS FOUNDATION

PATIENT INFORMATION:

Name:

Date of Birth:	Gender: ☐Female ☐Male	Marital Status: ☐Single ☐Married ☐Divorced ☐Widowed

Current Address:

Address 2:

City:	State:	ZIP Code:
Home Phone:	Mobile Phone:	Email:

PATIENT EMPLOYMENT INFORMATION

☐ Employed ☐Self Employed ☐Seasonally Employed ☐Not Employed

Employer Name: | Occupation:

Wages/Tips (Before taxes):
☐Hourly ☐Weekly ☐Bi-Weekly ☐Monthly
List Amount Selected: $_____

Average Hours Worked Per Week:

Please check this box if you did not file tax returns: ☐

Other Income
☐Unemployment: $_____/ week
☐Social Security: $_____/ month
☐Supplemental Security Income (SSI): $_____/month

☐Pension/Retirement: $_____/ month
☐Child Support: $_____/ month
☐Other: _____$ _____/month

HOUSEHOLD INCOME AND ADDITIONAL EMPLOYMENT INFORMATION

(Please include income and employment information for ALL members of the household. This includes children.)

Household Member Name (1) | Is household member a child? ☐ Yes

Employer Name: | Occupation:

Wages/Tips (Before taxes):
☐Hourly ☐Weekly ☐Bi-Weekly ☐Monthly
List Amount Selected: $_____

Average Hours Worked Per Week:

Please check this box if you did not file tax returns: ☐

Other Income
☐Unemployment: $_____/week
☐Social Security: $_____/ month
☐Supplemental Security Income (SSI): $_____/month

☐Pension/Retirement: $_____/ month
☐Child Support: $_____/ month
☐Other: _____$ _____/month

Household Member Name (2) | Is household member a child? ☐Yes

Employer Name: | Occupation:

OPERATION SIGHT PATIENT APPLICATION

ASCRS FOUNDATION

Wages/Tips (Before taxes):
☐ Hourly ☐ Weekly ☐ Bi-Weekly
☐ Monthly
☐ Yearly
List Amount Selected: $_____

Average Hours Worked Per Week:

Please check this box if you did not file tax returns: ☐

Other Income
☐ Unemployment: $_____/ week
☐ Social Security: $_____/ month
☐ Supplemental Security Income (SSI): $_____/month

☐ Pension/Retirement: $_____/ month
☐ Child Support: $_____/ month
☐ Other: _____$ _____/month

Household Member Name (3)

Is household member a child? ☐ Yes

Employer Name:

Occupation:

Wages/Tips (Before taxes):
☐ Hourly ☐ Weekly ☐ Bi-Weekly
☐ Monthly ☐ Yearly
List Amount Selected: $ _____

Average Hours Worked Per Week:

Please check this box if you did not file tax returns: ☐

Other Income
☐ Unemployment: $_____/ week
☐ Social Security: $_____/ month
☐ Supplemental Security Income (SSI): $_____/month

☐ Pension/Retirement: $_____/ month
☐ Child Support: $_____/ month
☐ Other: _____$ _____/month

Household Member Name (4)

Is household member a child? ☐ Yes

Employer Name:

Occupation:

Wages/Tips (Before taxes):
☐ Hourly ☐ Weekly ☐ Bi-Weekly
☐ Monthly ☐ Yearly
List Amount Selected: $ _____

Average Hours Worked Per Week:

Please check this box if you did not file tax returns: ☐

Other Income
☐ Unemployment: $_____/ week
☐ Social Security: $_____/ month
☐ Supplemental Security Income (SSI): $_____/month

☐ Pension/Retirement: $_____/ month
☐ Child Support: $_____/ month
☐ Other: _____$ _____/month

EYE CARE SERVICES

Have you received a formal cataract diagnosis?
☐ Yes ☐ No

Which Eye:
☐ Right ☐ Left
☐ Both

Last Exam Date: _____

Doctor Name/Location of Last Exam:

Have you been diagnosed with any other eye conditions or diseases?
☐ Yes ☐ No
If Yes, please explain_____

OPERATION SIGHT PATIENT APPLICATION

ASCRS FOUNDATION

Do you have notes from your doctor visit?

☐ Attached

☐ Unavailable_____

What is the maximum distance you can travel for your surgery and appointments (in miles)? _____

If we do not have active volunteer surgeons in your immediate area, your travel capacity may affect how quickly we are able to match you.

PATIENT INSURANCE STATUS

Do you have insurance?	If no, have you applied for state or county medical assistance?	Please list reason for ineligibility for state or county assistance (If applicable):
☐Yes ☐No	☐Yes ☐No	

ADDITIONAL PATIENT INFORMATION

Please tell me how you first heard of Operation Sight.

What kind of change will this procedure have on your life?

Operation Sight relies on the generosity of volunteer surgeons and donations. What would you tell someone who was trying to decide if they should volunteer or donate to this program?

OPERATION SIGHT PATIENT APPLICATION

ASCRS FOUNDATION

Why do you feel it's important to have programs like Operation Sight?

Would you be willing to share your responses to help raise awareness about Operation Sight?

☐ Yes, I would be willing to share my responses and disclose my name.
☐ Yes, I would be willing to share my responses, but would prefer my name to not be disclosed.
☐ No, I would not like to share my responses.

Please provide any additional information about your interests, daily activities, and challenges due to eye issues. (Optional)

I declare that all parts of this application are true and correct statements, to the best of my knowledge. I understand that the details of this application are solely used to determine my overall financial status and possible eligibility for Operation Sight.

Signature of Applicant:	Date:

PLEASE SUBMIT YOUR COMPLETED APPLICATION FORM AND THE ADDITIONAL REQUESTED DOCUMENTATION TO JMINHAS@ASCRS.ORG OR BY FAX TO: 703.434.3002

FOR IMMEDIATE RELEASE

40 FREE CATARACT SURGERIES OFFERED TO HELP REDUCE PREVENTABLE BLINDNESS FOR THOSE IN OUR COMMUNITY WHO COULD NOT OTHERWISE AFFORD IT

ANNAPOLIS, MARYLAND – CHESAPEAKE EYE CARE & LASER CENTER is proud to participate again this year in the American Society of Cataract and Refractive Surgery Foundation's **Operation Sight** program. On October 23rd and 24th, Dr. Maria Scott and Dr. Heather Nesti will be donating 40 cataract surgeries to area patients who lack private insurance and are ineligible for government care. Many poor Americans still fall outside the traditional safety nets. For uninsured or low-income patients, cataract surgery can be cost-prohibitive, at the ultimate price of their vision.

"Participating in Operation Sight last year was just as much of a gift for our staff, as it was a life changing gift for our patients. It was incredibly rewarding to witness the transformation of our patients, as they regained their vision after cataract surgery. We are grateful to be able to offer this service again to our community." said Dr. Maria Scott, Founder, Cataract and Refractive Surgeon, Chesapeake Eye Care and Laser Center.

Vision loss from a cataract has tremendous impact on those living in poverty. The economic and cultural stigmas associated with poor vision greatly limits employment and educational opportunities. And when family members of the visually impaired become caretakers, their economic future is also jeopardized.

"By participating in Operation Sight and offering free cataract surgery to those in extreme financial hardship, we are preventing vision loss for the individual, which has a huge ripple effect on our community," said Dr. Heather Nesti, Glaucoma and Cataract Surgeon, Chesapeake Eye Care and Laser Center.

Chesapeake Eye Care is proud to work with many area community organizations to serve prospective candidates for this program. *"Anne Arundel Medical Center's Community Health Clinics are committed to partnering with caregivers to bring better health and wellness to the community we serve. The donation of cataract surgeries will greatly improve the quality of life of community members in need, and we are proud to partner in this endeavor," said Dr. Scott Eden, Medical Director, AAMC Community Clinics.*

With a reputation for excellence, Dr. Maria Scott and Dr. Heather Nesti are two of the most respected cataract surgeons in our area. Dedicated to providing the most advanced, proven technology to yield the best possible outcomes, Drs. Scott and Nesti have been the trusted choice of countless patients and medical professionals in our community. Their passion to improve each patient's quality of life is evident throughout every aspect of the practice. Working in state-of-the-art facilities with a private, Medicare-certified surgical facility, provides the ideal setting and convenience for their surgical patients. Working with Anesthesia Company, LLC, Chesapeake Eye Care

and Laser Center is able to offer the best anesthetic service to ensure the most comfort for our patients. We are grateful that Anesthesia Company, LLC is part of our team for the Operation Sight program.

About Chesapeake Eye Care & Laser Center

Chesapeake Eye Care & Laser Center provides an array of eye care services including laser cataract surgery, laser vision correction, oculofacial plastic and reconstructive surgery, glaucoma, retina and dry eye treatment. Our world-renowned surgeons have outstanding credentials to deliver the best care and surgical outcomes for patients. **Chesapeake Eye Care & Laser Center** utilizes the most advanced, field-proven technology to deliver the best solutions safely and reliably. Located in Annapolis in the Sajak Pavilion on the Anne Arundel Medical Center campus, the practice's reputation of quality and personal attention has made it a top choice for thousands over the past two decades. More information is available at www.chesapeakeeyecare.com,

About Operation Sight

Operation Sight is ASCRS (American Society of Cataract and Refractive Surgery) Foundation's U.S. based charitable cataract surgery program. The program was launched in late 2014 and since its inception, has offered nearly 500 free cataract surgeries through 90 volunteer practices. These surgeries are made possible by a nationwide network of volunteer ASCRS surgeons, who provide the cataract care free of charge to qualifying individuals. Dr. Maria Scott and Dr. Heather Nesti are both part of the Operation Sight Volunteer Network.

This year, World Sight Day is Thursday, October 13, 2016. ASCRS is trying to unify the majority of volunteer surgeons across the nation to offer this service the week of October 24th which they have designated National Sight Week. In addition to offering patients this life changing surgery, it is an opportunity to create awareness about the importance of good eye health and the significant impact vision loss can have on an individual, family, and our community. For more information, visit www.ascrsfoundation.org/operation-sight.

Anesthesia Company, LLC

Anesthesia Company is a physician group of anesthesiologists providing anesthetic services to Anne Arundel Medical Center and multiple ambulatory surgery centers throughout the greater Annapolis area. Their anesthetic services encompass a broad range of surgical specialties. Some of the anesthesiologists have completed additional training in pediatric anesthesia, cardiac anesthesia, pain management, and critical care. The entire team at Anesthesia Company is dedicated to providing the highest standard of clinical care in the management of surgical and obstetrical patients.

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Media Contact:
Anna Nardone Hayden
Director, Marketing & PR
Chesapeake Eye Care & Laser Center
Mobile: 703.403.4955
Anna.nardone@gmail.com

EXHIBIT 11:

QAPI POLICY

ORGANIZATIONAL POLICIES

Quality Assessment / Performance Improvement (QAPI)
Risk Management

Policy 1-11

Policy:

The center will have a Risk Management Program designed to improve the quality of care and to promote a more effective and efficient use of facility services.

Purpose:

The Surgery Center shall establish, develop and implement a QAPI /Risk Management program.

Scope:

Will address how the organization delivers health care services and will assess these services for quality, completeness, their outcomes, and administrative issues. These committees are to protect the organization from liability exposure while simultaneously enhancing the quality of care for patients, cost of care performance issues and safety of patients. The governing body is responsible for approving and overseeing the program. The Nurse Manager is designated to oversee the program. Data collection is ongoing.

Objectives:

1. ***Risk management*** is a process driven by risk identification, risk assessment, risk control and risk evaluation. It is a process for the prevention and management of events that can lead to patient injury, employee injury, visitor or medical staff injury, and financial loss to the organization. Risk management relies upon the investigation of potentially compensable events and identification of appropriate actions to prevent recurrence. Risk management attempts to prevent risk-related situations before the situations occur; to reduce the severity of incidents if they do occur; and to prevent similar incidents from occurring in the future.

2. ***Risk identification*** is the process of identifying the types of risk that could result in a loss. 'Losses includes not only financial loss, but also injury to persons, as well as loss of equipment, or public confidence.

3. ***Risk assessment*** is evaluating the potential severity and the potential frequency of a particular risk.

4. ***Risk control*** is identification of the actions that can be initiated to address and abate a particular risk, including accepting, avoiding, minimizing, or transferring the risk

5. ***Risk evaluation*** identifies the effectiveness of a particular action or actions with respect to managing risk.

6. Risk management shares many common goals with quality assurance, quality improvement, and infection control such as improved quality of health care for patients. It also shares some techniques,

particularly with quality improvement analysis of critical events. While significantly different in their evolutions and goals, the close association between the functions' techniques and outcomes lead this Center to combine them as a Quality Assessment Performance Improvement (QAPI) /Risk Management.

7. The primary vehicle for carrying out the work of the QAPI Program is the Committee, which includes members from various disciplines with the Administrator representing all areas. It will have regular meetings at least quarterly and may meet at other times a It will maintain minutes of its work, can create task forces, teams or working groups at its own discretion, and will report its findings to the Board. At least one physician will be a member of the committee.

8. The Committee will review the Critical Issues list annually, which will serve as a vehicle for both risk evaluation and quality improvement concurrent monitoring. The Critical Issues list can lead to the preparation of in-depth studies on items of potential loss exposure or quality improvement. Follow-up studies can assist with risk evaluation by determining whether particular risk control actions have been effective. Focus on high risk, high volume, and problem-prone areas. Considers incidence, prevalence, and severity of problems in these areas.

9. The Committee will evaluate relevant data including health outcomes, patient safety, quality of care, incident reports, and adverse event, evaluate whether they constitute instances of potential loss exposure, and will conduct a risk assessment for identifying a risk control strategy if required.

10. Relevant data can include:

- Patient Safety Issues
- Information on consistent application of the risk management program throughout the organization. Methods by which a patient may be dismissed from care or refused care.
- Review and analysis of all breaches, SSIs, and other HAI in accordance with the Infection Control Plan.
- Methods of collection of unpaid accounts should be reviewed before referral to a collection agency with consideration of such factors as outcome.
- Reporting and reviewing all incidents reported by employees, visitors, or patients.
- Periodic review of all litigations involving the organization and its staff and health care practitioners.
- Review of all deaths, trauma, and adverse events.
- Review of patient complaints or grievances
- Methods by which a patient may be dismissed from care or refused care
- Communication with the professional liability insurance carrier.
- Methods of dealing with inquiries from governmental agencies, attorneys, consumer advocacy groups, reporters, and the media.
- Method for addressing the relationships with competing health care organizations so as to avoid anti-trust and restraint of trade concerns.
- Providing or managing a situation in which a physician becomes incapacitated during a medical or surgical procedure.
- The impaired health care provider.
- Methods for complying with all applicable government regulations.
- Methods for complying with contractual agreements.
- Establishment and documentation of coverage after normal working hours.
- Methods for prevention of unauthorized prescribing.

- Methods for communicating concerns regarding an impaired health care professional
- Processes for identifying and designating correct surgical site including patient involvement.
- Active surveillance of processes and techniques for detection and prevention of disease, infection, and potential and communicable infective sources.
- Restricting observers in patient care areas
- Persons authorized to perform or assist in the procedure area
- Requirements for evidence of patient consent for all persons permitted in patient care areas that are not authorized staff.
- Encourage the reporting of near-miss events
- Periodic review of clinical records and clinical record policies.

11. The risk management program conducts a periodical review of clinical records and clinical record policies.

12. Education in risk management activities is provided to all staff within the organization within 30 days of commencement of employment, annually thereafter, and when there is an identified need.

13. The Board will review the program annually or as needed.

The definition of a Near Miss is any process variation that did not affect the outcome, but for which a recurrence carries a significant chance of a serious adverse outcome.

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.

2. The definition of an adverse incident includes:
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.
b. Any process variation for which a recurrence carries a significant chance of a serious adverse outcome.
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 patient.
d. All events involving reactions to drugs and materials.
e. Circumstances or events that could have resulted in an adverse event (i.e., near-miss events)

EXHIBIT 12:

LEASE AGREEMENT

MEDICAL OFFICE BUILDING LEASE AGREEMENT

AT THE SAJAK PAVILION

THIS LEASE AGREEMENT (this "**Lease**") is made as of this 10th day of June,2021 (the "**Effective Date**"), by and between **PAVILION PARK, INC.**, a Maryland corporation (hereinafter called "**Landlord**") and CHESAPEAKE EYE SURGERY CENTER, LLC a Maryland limited liability company (hereinafter called "**Tenant**"). In consideration of the rents hereinafter reserved and the agreements hereinafter set forth, Landlord and Tenant mutually agree as follows:

1. BASIC LEASE INFORMATION.

(a) Building. A six (6) story building deemed to contain one hundred forty-five thousand and five hundred fifty-seven (145,557) square feet of rentable area, located at 2002 Medical Parkway, known as the Sajak Pavilion, Annapolis, Anne Arundel County, Maryland 21401 (the "**Building**").

(b) Premises. Deemed to contain Three Thousand Seven Hundred Eighty square feet (3,781 s.f.) of rentable area located on the third (3rd) floor of the Building, known as Suites 330 & 340, as more particularly described on **Exhibit A** attached hereto (the "**Premises**").

(c) Term: Sixty (60) months, with two (2) options to renew as described in Section 4(b).

(d) Base Rental. Initially an amount based on Twenty One and 50/100 Dollars ($21.50) per square foot of rentable space, payable in equal monthly installments of Six Thousand Seven Hundred Seventy Four and 29/100 Dollars ($6,774.29), subject to increases as set forth in Section 5(b) ("**Base Rental**").

(e) Tenant's Broker. There is no broker involved in consummating this Lease.

(f) Tenant Notice Address. 2661 Riva Road, Suite 1030, ATTN: Rosemary Free, Annapolis, MD 21401.

(g) Landlord Notice Address. Luminis Health, Inc., Attn: General Counsel, 2000 Medical Parkway, Belcher Pavilion, Suite 606, Annapolis, MD 21401.

(h) Landlord Payment Address.

Lockbox Address: Anne Arundel Real Estate Holding Company
P.O. Box 45752
Baltimore, MD 21297-5752

Overnight Payments: BB&T
Attn: Lockbox 45752

Attn: Lockbox 45752
16410 Heritage Boulevard, 2nd Floor
Bowie, MD 20617-3172

(i) Building Hours. Monday-Friday, 6:00 a.m. to 7:00 p.m. (excluding holidays).

(j) Tenant's Proportionate Share. 2.6%

(k) Holidays. All holidays recognized by the United States federal government.

2. PREMISES.

(a) Tenant leases the Premises from Landlord subject to the terms and conditions set forth in this Lease and the Exhibits hereto. The Building is located on that certain real property (the "**Property**") that is subject to that certain Ground Lease dated October 20, 1999 (the "**Ground Lease**"), between Anne Arundel Medical Center, Inc., a Maryland corporation (predecessor by name to Luminis Health, Inc.) as Ground Lessor thereunder (herein referred to as the "**Ground Lessor**") and Pavilion Park Inc., as Ground Lessee thereunder (Landlord hereunder).

(b) Landlord shall deliver the Premises to Tenant in its "as is" condition.

(c) Tenant will have the non-exclusive right to use those areas and facilities of the Building and improvements to the Property which are from time to time provided by Landlord for the use or benefit of tenants in the Building and their employees, clients, customers, licensees and invitees or for use or benefit by the public ("**Common Areas**"), including, (a) access corridors, elevator foyers and core bathrooms, to the extent the same are not located on floors fully leased to a single tenant, (b) Building-wide mailrooms, vending areas, and other similar facilities of the Building, (c) any and all non-exclusive grounds, parks, landscaped areas, courtyards, plazas, outside sitting areas, sidewalks, pedestrian ways, loading docks, and (d) generally all other common and public improvements on the Property. Except as may otherwise be expressly provided in this Lease, the lease of the Premises does not include the right to use the roof, mechanical rooms, electrical closets, janitorial closets, telephone rooms, parking areas or non-common or non-public areas of any portion of the Building, whether or not any such areas are located within the Premises it being understood, however, that Tenant shall have the non-exclusive right to use (1) the plenums, risers, electrical closets, telephone rooms, ducts or pipes on or serving the floor on which the Premises are located (other than those installed for another tenant's exclusive use and provided Tenant shall have utilization of each such facility or area in no greater proportion than the ratio by which the square feet of rentable area in the Premises compares to the square feet of rentable area in the Building) in accordance with plans and specifications to be approved by Landlord in its reasonable discretion, (2) the Parking Garage (as hereinafter defined), but only in strict accordance with Section 2(d), and (3) any mechanical rooms, electrical closets and telephone rooms located within the Premises, for the purpose for which they were intended, but only with Landlord's prior consent (except to the extent that such rooms and closets contain no system, wiring or other items related to either the Building structure or utility systems (including without limitation, electrical,

plumbing, HVAC or sprinklers) or to a structure or system of any tenant or occupant other than Tenant, in which case no such prior consent of Landlord shall be required for the use of such area by Tenant's on-site, properly licensed and trained technicians) and strictly in accordance with Landlord's rules, regulations and requirements in connection therewith), however Tenant shall be required to provide two (2) business days' advance notice to Landlord of Tenant's intent to use such areas.

(d) The Building is provided access to parking spaces within a parking garage known as **Garage D** adjacent to the Building (the "**Parking Garage**") pursuant to agreements between the Landlord and Ground Lessor. Such parking spaces within the Parking Garage are to be used in common by patients and invitees of the Tenant and other tenants of the Building. Landlord shall have no obligation to designate parking spaces for the exclusive use of Tenant's patients or invitees and Landlord shall not be responsible or liable for any loss, damage or inconvenience to any person occasioned by any unavailability or shortage of parking spaces. Tenant shall observe any and all parking regulations established by Landlord and shall require that Tenant's employees, patients, invitees and visitors observe said parking regulations. Tenant hereby expressly understands and agrees that Landlord may at any time, and with notice to Tenant, take such action as may be necessary to enforce said parking regulations. Furthermore, Landlord shall have the right to grant preferred access and use of any parking spaces in the Parking Garage and shall have the right to modify, relocate, reconfigure, or otherwise change the location and layout of any parking areas within the Parking Garage.

3. PURPOSE; RESTRICTION ON USE.

(a) General Restriction. Tenant will comply with all applicable laws, ordinances, rules and regulations of the federal, state and local governments or any agency thereof and shall be solely responsible for obtaining all necessary permits or approvals for its use of the Premises. Tenant will comply with all rules and regulations regarding use and occupancy of the Building as may, from time to time, be promulgated by the Landlord including, without limitation the Rules and Regulations (as defined in Section 28). If Tenant commits or permits any violation of the Rules and Regulations of this Section, the Landlord may specifically enforce the restrictions contained hereto.

(b) Restriction on Services. The Premises shall be used solely for providing medical services and licensed ambulatory surgical services and shall not be used for any other purpose or contain any other facilities without the prior written consent of the Landlord. In addition, Tenant warrants and agrees that, without the express written consent of Landlord, or as permitted below, Tenant shall not use or permit to be used on the Premises any medical equipment, nor perform or permit to be performed any activity, procedure or service ("**Procedure**") in the Premises, including without limitation:

(i) the performance of clinical or pathological laboratory tests other than those performed on patients of Tenant;

(ii) radiological procedures including x-ray, fluoroscopy, C/T scanning, MRI scanning, electro shockwave lithotripsy, or mammography, ultrasound or similar diagnostic imaging or interventional radiological procedures; and

(iii) the operation of a sleep lab in the Premises.

(c) The prohibitions in Section 3(b)(i) do not apply if all of the following are met with respect to the Procedure performed or permitted to be performed in the Premises:

(i) the person for whom the equipment is used or on whom the Procedure is performed is, at the time the equipment is used or Procedure is performed, a patient of Tenant; and

(ii) the Procedure is one that is customarily and regularly performed in the office of the Tenant; provided, however, that if Tenant (or if Tenant is a partnership, professional corporation or association, any partner or shareholder of Tenant) is a physician whose specialty is pathology, radiology or anesthesiology, then Tenant warrants and agrees that the Premises shall not be used for the performance of any clinical or pathological laboratory tests or radiological procedures.

(d) Equipment. The Tenant shall not install any equipment in violation of Section 10 of this Lease.

4. TERM.

(a) Initial Term.

(i) Initial Term. All of the provisions of this Lease shall be in full force and effect from and after the date first above written. The initial term of this Lease shall commence on the Commencement Date (hereinafter defined) and shall expire on the last day of the number of months specified in Section 1(c) above unless the Commencement Date is not the first day of a month, then the Initial Term shall be the period set forth in Section 1(c) plus the partial month in which the Commencement Date occurs (the **"Initial Term"**). As used herein, the term "**Lease Year**" means (a) each twelve (12) month period commencing on the Commencement Date, except that if the Commencement Date does not occur on the first day of a calendar month, the first Lease Year shall commence on the Commencement Date and expire on the last day of the twelfth (12^{th}) full calendar month after the Commencement Date, and (b) each successive period of twelve (12) calendar months thereafter during the Term. Each of the parties hereto agrees, upon demand of the other, to execute a declaration expressing the Commencement Date and expiration date of the Initial Term at any time after the Commencement Date has been determined.

(ii) Commencement Date. The **"Commencement Date"** shall be August 1, 2021.

(b) Renewal Term. Tenant will have the right to renew this Lease for two (2) additional successive five (5) year terms each (each a "**Renewal Option**") (any Renewal Option

exercised by Tenant pursuant to this Section 4(b) are hereinafter collectively referred to as the "**Renewal Term**", and the Initial Term together with the Renewal Term is hereinafter called the "**Term**") upon all the terms and conditions set forth in this Lease, including the increases in Base Rental provided for in Section 5(b). Tenant's exercise of the Renewal Option will be made by giving notice of intent to renew (a "**Renewal Notice**") to Landlord not more than three hundred and sixty-five (365) days and not less than one hundred eighty (180) days before the expiration of the then current Term, as applicable. Provided Tenant is not in default under this Lease at the time a Renewal Notice is received by Landlord, this Lease will be automatically extended without execution of any further document provided that each of the parties hereto agrees, upon demand of the other, to execute a declaration confirming the exercise of the applicable Renewal Option and the term thereof.

(c) Expiration of Term. This Lease and the tenancy hereby created shall expire at the end of the Term without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate. For the period of six (6) months prior to the expiration of the Term, Landlord may show the Premises and any part thereof, with sufficient advance notice to the Tenant, to prospective tenants between the hours of 9:00 a.m. and 5:00 p.m. on Monday through Friday and between the hours of 9:00 a.m. and 6:00 p.m. on Saturday, except on any legal holiday on which Tenant shall not be open for business.

(d) Holding Over. If Tenant holds possession of the Premises after the expiration or termination of this Lease, Landlord shall have the option, exercisable in writing at any time after the date of expiration or termination, to treat the Tenant as a trespasser, or to treat Tenant as a tenant from month to month. If Landlord elects to treat the Tenant as a tenant from month to month, then Tenant shall become a tenant from month to month at one hundred fifty percent (150%) of the Base Rental and upon all other terms herein specified and shall continue to be such tenant from month to month until such tenancy shall be terminated by written notice (i) from Landlord to Tenant, or (ii) from Tenant to Landlord at least one (1) month prior to Tenant's intention to terminate. Landlord's election to treat the Tenant as a tenant may either be in writing or by acceptance of rents paid by Tenant in accordance with the terms outlined in this Section 4(d). Notwithstanding anything to the contrary herein, nothing contained in this Lease shall be construed as consent by Landlord to the occupancy or possession of the Premises by Tenant after the expiration or termination of this Lease. Landlord, upon the expiration or termination of this Lease, shall be entitled to the benefit of all public general or public local laws relating to the speedy recovery of the possession of lands and tenements held over by tenants that may now or hereafter be in force.

5. RENT.

(a) Base Rental. Tenant covenants and agrees to pay to the Landlord a base annual rental for the first (1st) Lease Year for the Premises in the amount set forth in Section 1(d) in advance on the first day of each full calendar month during the Term. If the Term shall commence or terminate on a day other than the first day of a month, the monthly installment of Base Rental for any such partial month of the Term shall be prorated on a per diem basis. Concurrently with Tenant's execution of this Lease, Tenant shall pay an amount equal to one (1) monthly installment of the Base Rental payable during the first Lease Year plus an amount equal to one-twelfth (1/12th) of Landlord's estimate of Operating Costs during the first Lease Year, which amount

shall be credited toward the monthly installment of Base Rental and Operating Costs payable for the first full calendar month of the Initial Term.

(b) Increases to Base Rental. Base Rental payable under Section 5(a) shall be increased on the first day of the month immediately following the expiration of every Lease Year starting on the second Lease Year and every year thereafter. On the first day of the second Lease Year, and every Lease Year thereafter, Base Rental shall be increased by the Base Rental in effect during the immediately preceding Lease Year multiplied by two and one-half percent (2.5%).

Notwithstanding the foregoing, the Base Rental for the first (1st) year of each Renewal Term shall equal the greater of (i) CPI Rent (as defined immediately hereafter) or (ii) the Base Rental in effect during the last year of the Term prior to the applicable Renewal Term multiplied by 102.5%. As used herein, "**CPI Rent**" means the amount determined by increasing the Base Rental as of the **first** year of the Term by the proportional amount the Consumer Price Index increased between the Commencement Date and the last day of the Term prior to the applicable Renewal Term. The term "**Consumer Price Index**" as used in this Lease shall mean "United States City Average All Items for All Urban Consumers (CPI-U, 1982-84=100)" published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the publication of the Consumer Price Index of the U.S. Bureau of Labor Statistics is discontinued, comparable statistics on the purchasing power of the consumer dollar published by a responsible financial periodical selected by Landlord shall be used for making such computations.

For the second and any subsequent year of any Renewal Term, Base Rental shall be increased by two and one half percent (2.5%) each year.

(c) Additional Rent. If Landlord shall pay any monies or incur any expense in correction of violation of obligations or covenants herein set forth, the amounts so paid or incurred shall be considered additional rent. Further, all sums or payments due from Tenant under this Lease other than Base Rental shall be considered **"Additional Rent"**.

(d) Rent. As used herein, the term "**Rent**" shall mean Base Rental and Additional Rent.

(e) Time for Payment. Tenant covenants to pay promptly all Rent herein prescribed and any other sums due hereunder when and as the same shall become due and payable. Tenant shall pay all such Rent and sums to Landlord by ACH or by mail (postage prepaid) to the Landlord Payment Address set forth herein, or to such other party or address as may be designated by Landlord. Except as otherwise expressly provided herein, on notice from Landlord to Tenant of any Additional Rent provided herein, such Additional Rent shall become due and payable with the next installment of Base Rental. Any payment of Base Rental or Additional Rent not paid when due shall result in a late fee in the amount of five percent (5%) of the amount due and shall bear interest from the due date until paid at the higher annual rate of (i) five percent (5%), or (ii) two percent (2%) above the prime interest rate quoted on such due date in the Wall Street Journal.

(f) No Set-Off. Tenant shall pay all Base Rental and all Additional Rent provided for in this Lease when due, without any abatement, deduction, set-off or counterclaim, and

in the event of any non-payment thereof, Landlord shall be entitled to exercise all of the rights and remedies provided for herein or otherwise available at law or in equity. No abatement, diminution or reduction of Rent or Additional Rent shall be claimed by, or allowed to, Tenant for any inconvenience, interruption, cessation, or loss of business or any other reason, caused directly or indirectly by any present or future laws or regulations of any governmental authority or by governmental priorities, rationing or curtailment of labor or materials, or a market shortage of labor or materials or by war, civil commotion, pandemic, strikes or riots, or any other cause, nor shall this Lease be effected by any such matters. Landlord's acceptance of Rent after it shall have become due and payable shall not excuse a delay upon any subsequent occasion or constitute a waiver of any of Landlord's rights hereunder. All checks tendered to Landlord from anyone other than Tenant as and for the Base Rental and/or Additional Rent reserved hereunder may, at Landlord's discretion, be deemed payments for the account of Tenant. Acceptance by Landlord, in its discretion, of Base Rental and/or Additional Rent from anyone other than Tenant shall not be deemed to operate as (1) an attornment to Landlord by the payor of such Rent and/or Additional Rent, (2) the consent of Landlord to an assignment of this Lease or subletting by Tenant of the Premises to such payor, (3) a modification of any of the provisions of this Lease, (4) an acknowledgment or agreement by Landlord that such payor has any right to possess or otherwise use or occupy the Premises, or (5) a waiver of Landlord's right to refuse to accept future payments from anyone other than Tenant. If any sum payable by Tenant under this Lease is paid by check which is returned due to insufficient funds, stop payment order, or otherwise, then: (a) such event shall be treated as a failure to pay such sum when due; and (b) in addition to all other rights and remedies of Landlord hereunder, Landlord shall be entitled (i) to impose a returned check charge of Seventy Five Dollars ($75.00) to cover Landlord's administrative expenses and overhead for processing, and (ii) if such event has occurred more than two times during the Term, to require that all future payments be remitted by wire transfer, money order, or cashier's or certified check.

6. UTILITIES AND OTHER SERVICES.

(a) Water, Gas, & Electricity. Tenant shall be responsible and shall pay for all electricity used in the Premises during the Term, where separately metered, and Landlord shall not be responsible for such electricity charges. If Tenant fails to make any payment for such electricity when due, Landlord may, at its option and without obligation to do so, make such payment, and all sums so paid by Landlord shall be payable by Tenant on demand as Additional Rent. If electricity is not separately metered, electricity charges shall be included in Operating Costs. Water and gas services shall be included in Operating Costs.

(b) Common Areas. Landlord shall furnish heat, air conditioning and electricity during the Building Hours for the Common Areas of the Building. If Tenant requires any services during hours other than Building Hours, Tenant shall provide reasonable advance notice to Landlord, and Landlord will directly charge Tenant for any such services. If more than one tenant directly benefits from such services, then the cost shall be allocated proportionately between or among the benefiting tenants based upon the amount of time each tenant benefits and the square footage each such tenant leases in the Building. Tenant's charges for the extra services provided hereunder shall be billed by Landlord to Tenant at Landlord's standard rate of supplying such services. Tenant's failure to pay the charges within thirty (30) days of receiving an invoice from Landlord shall entitle Landlord to the same remedies it has upon Tenant's failure to pay Rent

hereunder.

(c) Janitorial Services. Landlord shall furnish janitorial service to clean and maintain the Premises and the public areas of the Building, in accordance with a reasonable schedule of such services adopted by Landlord.

(d) Suspension of Services. Landlord reserves the right to temporarily suspend any service provided hereunder for purposes of inspection, repair or replacement of the facilities for the same. In the event of any temporary suspension of any service provided hereunder, Landlord agrees to use its reasonable efforts to restore the same as promptly as possible; provided that failure to furnish any service hereunder shall not (i) be construed as constructive eviction of Tenant, (ii) justify Tenant in failing to perform any of Tenant's obligations under this Lease, nor (iii) give Tenant, or any other person or party, any claim against Landlord for failure to provide such service. Notwithstanding the foregoing to the contrary, if such services shall be unavailable to the Premises for a period of more than five (5) consecutive business days due to Landlord's negligence, then Tenant shall be entitled as its sole and exclusive remedy, to an abatement of all Rent attributable to the entire period of unavailability.

(e) Medical Waste.

(i) Notwithstanding anything to the contrary herein, the parties agree, to the extent any trash removal is included in the janitorial services furnished by Landlord pursuant to Section 6(c), that removal of Trash (as defined herein below) shall be the responsibility of Landlord, but the removal, disposal, or destruction of Medical Waste (as defined herein below) shall be exclusively the responsibility of Tenant under all circumstances, and shall not become the obligation of Landlord for any reason. All such disposals of Medical Waste shall comply with all applicable laws and regulations and shall be accomplished at times, in a manner and in a path approved in writing and in advance by Landlord. As used in this Section, "**Trash**" means paper, refuse, and other used or abandoned items commonly thought of as trash EXCEPT THAT, under no circumstances does Trash relate to or refer to any of the following (collectively, the "**Medical Waste**"):

(A) medical devices or paraphernalia such as syringes, sutures, cotton swabs or pads, sponges, bandages, or wraps of any sort, or any other item which is utilized to treat any patient or other person for any medicinal, medical, diagnostic or therapeutic reason or purpose;

(B) any material of any type or nature whatsoever that is radioactive to any degree, whether as the result of their manufacture, use or application;

(C) any device or thing which is intended to come into contact with any part of the body, whether or not such item or device is so utilized prior to its disposal;

(D) any instrument or thing which is designed for use or application in the office of Tenant, whether or not such device, instrument or thing is intended for any medical, diagnostic, or therapeutic use; or

(E) any device, instrument or thing which has become infected, contaminated, diseased, or otherwise exposed to harmful, contagious, or communicable organisms, bacteria, or other life form.

(ii) Tenant agrees that Medical Waste will be disposed of separately from the Trash which is removed by Landlord. Tenant also agrees that Tenant will not mix or place Medical Waste in regular trash containers, and shall use receptacles identified as being only for Medical Waste and colored red.

(iii) The parties further agree that, in the event any harm or injury, of any type or nature whatsoever, should be caused to, incurred by, inflicted upon, or suffered by any individual, including Tenant or Tenant's agents, employees, patients, visitors, invitees or licensees, or Landlord or any other tenant within the Building, or any of their respective agents, employees, guests, visitors, invitees or licensees, as the result of the failure of Tenant to timely, thoroughly and completely dispose of Tenant's Medical Waste, or as the result of coming into contact, whether by touching, breathing, inhaling, or in any other manner ingesting or consuming such item, or by being exposed in any manner thereto, due to Tenant's negligence, Tenant shall save and hold Landlord and other tenants, and their respective agents, employees, patients, visitors, invitees or licensees harmless against any damages, liability, claims, causes of action or judgments arising therefrom. Tenant shall pay any injured party for all damages, costs or expenses, including attorney fees, arising out of any exposure, harm, injury, disease, contamination, or affliction suffered as the result of any Medical Waste stored, generated, or disposed of by Tenant or in the Premises.

(iv) The parties agree that it is the purpose of this Section 6(e) to impose upon Tenant the full responsibility to timely, thoroughly and properly remove or dispose of all Medical Waste related to Tenant's use of the Premises, and Tenant shall not permit the exposure of anyone to any Medical Waste.

7. REAL ESTATE TAXES.

(a) Payment of Real Estate Taxes. Tenant shall pay, as Additional Rent, Tenant's Proportionate Share (as hereinafter defined) of the amount, if any, by which Taxes (as hereinafter defined) applicable to the Property and Improvements in any year exceeds Base Year Taxes (each as hereafter defined). Landlord may bill Tenant for Tenant's Proportionate Share of Taxes annually. Alternatively, Landlord may elect for Tenant to pay such Taxes monthly. In such case, Tenant shall pay to Landlord on the first day of each calendar month, one-twelfth (1/12th) of the amount of Tenant's Proportionate Share of Taxes as estimated by Landlord from time to time during the Term. Tenant shall pay, or Landlord shall refund, any underpayment or overpayment of such Additional Rent within thirty (30) days after receipt by Tenant from Landlord of a statement therefor, which statement Landlord shall endeavor in good faith to provide within one hundred twenty (120) days after the end of each Fiscal Year (as defined in Section 7(d) below). If the Taxes allocable during the Term to the Building or the Property cannot be readily ascertained from the worksheets and other assessment information on file with the Maryland State Department of Assessments and Taxation, and the parties are not otherwise able to agree on an appropriate allocation, Landlord will, at Landlord's sole expense, appoint an appraiser to determine Tenant's Proportionate Share of Taxes. These determinations shall be reviewed and, if necessary, adjusted every three years or more frequently, such reviews and adjustments to coincide with the Maryland

State Department of Assessments and Taxation's triennial re-assessment of the Building and the Property.

(b) Definition of "Tenant's Proportionate Share". "**Tenant's Proportionate Share**" shall be a fraction, the numerator of which shall be the total number of agreed upon rentable square feet in the Premises as set forth in Section 1(b) and the denominator of which shall be the total number of rentable square feet in the Building. The term Taxes shall exclude any income, franchise, corporation, capital levy, excess profits or gross receipts tax.

(c) Definition of "Taxes". As used in this Lease, "**Taxes**" shall mean real estate taxes assessed, levied or imposed by any state or local government (including any special assessments) upon the Property and/or the improvements on the Property and including the Parking Garage (the "**Improvements**") or any tax or charge of whatever nature or description levied or assessed in lieu of real estate taxes, upon the (i) Property, (ii) Improvements, or (iii) leases or rents related to the Property or Improvements. The term Taxes shall exclude any income, franchise, corporation, capital levy, excess profits or gross receipts tax. Taxes shall include any cost incurred in appealing assessments for Taxes. "**Base Year Taxes**" shall mean the Taxes imposed in connection with the Property and Improvements and applicable during the 2020/2021 tax year.

(d) Time for Payment. Tenant agrees to pay any and all Additional Rent provided for in this Section 7 on the same day Base Rental is due and together therewith. The Additional Rent payable by Tenant shall be prorated for any fractional part of a fiscal year to which Taxes relate. "**Fiscal Year**" shall mean the period from July 1st of any year through June 30th of the following year, unless a different tax year is adopted for real estate tax purposes by any taxing authority, in which event, Fiscal Year as used herein respecting such tax shall mean the tax year so adopted for purposes of such tax. If the tax year for real estate taxes shall be a period other than from July 1st of any year through June 30th of the following year, then an appropriate adjustment shall be made in the computation of any Additional Rent which may become due the Landlord on account of Taxes. Such adjustment shall be made in accordance with sound accounting principles to effectuate the changeover to any new tax year adopted by the taxing authorities. Tenant's obligation to pay any Additional Rent due under this Section 7 shall survive the expiration or termination of this Lease.

8. OPERATING COSTS.

(a) Operating Costs. Tenant agrees to pay to Landlord, as Additional Rent, Tenant's Proportionate Share (as defined in Section 7(b) of Landlord's estimate of the Operating Costs (as hereinafter defined) for any Fiscal Year during the Term. Operating Costs shall be paid as Additional Rent pursuant to Section 8(c) of this Lease.

(b) Definition of "Operating Costs". As used in this Lease, "**Operating Costs**" shall mean the aggregate of all costs and expenses paid or incurred by Landlord in a manner which, from time to time during this Lease, is normal, customary, and usual in connection with the ownership and operation of the Building and the Property and shall include but not be limited to, the cost of painting, electricity, steam, water, sewer rents and charges, fuel, heating, lighting, air conditioning, window cleaning, insurance (including, but not limited to, fire and extended coverage,

liability, business interruption, workers' compensation, elevator, boiler, or any other insurance otherwise carried in good faith by Landlord and applicable to the Building), capital costs incurred to reduce utility costs or Operating Costs, uniforms, parking control systems, customary management fees, supplies, sundries, sales or use taxes on supplies or services, cost of all wages, salaries or compensation of all persons engaged in one or more of the operations, maintenance or repair of the Building, the charges of any independent contractor who, under contract with Landlord or its representatives, does any of the work of operating, maintaining, or repairing the Building and outside areas, legal and accounting expenses with respect to the ownership, operation, maintenance (including maintenance of the heat pumps), or repair of the Building, managing agents' fees or any other expense or charge, whether or not hereinbefore mentioned, which in accordance with generally accepted accounting and management principles would be considered as an expense of owning, operating, maintaining or repairing the Building. Furthermore, the parties expressly understand and agree that Operating Costs shall include all costs and expenses paid and incurred in connection with the maintenance, operation and repair of the Parking Garage including, without limitation, the cost of insurance applicable thereto. Notwithstanding anything to the contrary in the definition of "**Taxes**" and "**Operating Costs**," Taxes and Operating Costs shall not include the following (collectively, the "**Excluded Items**"):

(i) Expenses of repairs, restoration, replacements or other work occasioned by (1) fire, windstorm or other casualty of an insurable nature (whether such destruction be total or partial) and payable (whether paid or not) by insurance required to be carried by Landlord under this Lease, (2) the exercise by governmental authorities of the right of eminent domain, whether such taking be total or partial, (3) the negligence or intentional tort of Landlord, or any subsidiary or affiliate of Landlord, or any representative, employee or agent of same (including the Expenses of any deductibles paid by Landlord), or (4) the act of any other tenant in the Building, or any other tenant's agents, employees, licensees or invitees to the extent Landlord has the right to recover the applicable cost from such person;

(ii) Leasing commissions, attorneys' fees, expenses, disbursements and other expenses incurred in connection with negotiations for leases with tenants, other occupants, or prospective tenants or other occupants of the Building, or similar expenses incurred in connection with disputes with tenants, other occupants, or prospective tenants, or similar expenses and expenses incurred in connection with negotiations or disputes with consultants, management agents, purchasers or mortgagees of the Building;

(iii) Allowances, concessions and other expenses and expenses incurred in completing, fixturing, furnishing, renovating or otherwise improving, decorating or redecorating space for tenants (including Tenant), prospective tenants or other occupants and prospective occupants of the Building, or vacant, leasable space in the Building;

(iv) Expenses of the initial construction of the Building and repairing, replacing or otherwise correcting defects (but not the expenses of repair for normal wear and tear) in the construction of the base Building, the Parking Garage, or in the Building equipment;

(v) Expenses relating to another tenant's or occupant's space which (1) were incurred in rendering any service or benefit to such tenant that Landlord was not required, or were for a service in excess of the service that Landlord was required, to provide Tenant

hereunder (including without limitation insurance coverage for another tenant's or occupant's leasehold improvements), or (2) were otherwise in excess of the Building standard services then being provided by Landlord to all tenants or other occupants in the Building, whether or not such other tenant or occupant is actually charged therefor by Landlord;

(vi) Payments of principal and interest or other finance charges made on any debt and rental payments made under any ground or underlying lease or leases, except to the extent that a portion of such rental payments is expressly for *ad valorem*/real estate taxes or interest charges;

(vii) Expenses incurred in connection with the sale, financing, refinancing, mortgaging, selling or change of ownership of the Building, including brokerage commissions, attorneys' and accountants' fees, closing expenses, title insurance premiums, transfer taxes as a result of such action, interest charges;

(viii) Expenses, fines, interest, penalties, legal fees or expenses of litigation incurred due to the late payments of taxes, utility bills and other expenses incurred by Landlord's failure to make such payments when due;

(ix) Expenses incurred by Landlord for trustee's fees, partnership organizational expenses and accounting fees except accounting fees relating solely to the ownership and operation of the Building (exclusive of the incremental accounting fees to the extent incurred separately in reporting operating results to the Building owners or lenders);

(x) Landlord's general corporate overhead and general and administrative expenses;

(xi) Any compensation paid to clerks, attendants or other persons in commercial concessions operated by Landlord or in the Parking Garage of the Building;

(xii) Rent and other related expenses incurred in leasing air conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature, except equipment not affixed to the Building which is used in providing janitorial or similar services or equipment used to temporarily provide Building services;

(xiii) Landlord's income and franchise taxes, special assessments and other business taxes except those business taxes which relate solely to the operation and leasing of the Building;

(xiv) All amounts which would otherwise be included in Operating Costs which are paid to any affiliate or subsidiaries of Landlord, or any representative, employee or agent of same, to the extent the expenses of such services exceed the then-applicable market rates for similar services of comparable quality rendered by persons or entities of similar skill, competence and experience;

(xv) Expenses of utilities directly metered to tenants of the Building and payable separately by such tenants;

(xvi) Increased insurance premiums caused by Landlord's or any other tenant's hazardous acts;

(xvii) Moving expenses of tenants of the Building to the extent not provided by Landlord (a) to Tenant and (b) generally to other initial tenants of the Building;

(xviii) Advertising and promotional expenses associated with the leasing of the Building;

(xix) Expenses incurred to correct violations by Landlord of any law, rule, order or regulation which was in effect and applicable to the Building as of the date of this Lease;

(xx) Expenses incurred (less expenses of recovery) for any items to the extent covered by a manufacturer's, materialman's, vendor's or contractor's warranty (a "**Warranty"**) which are paid by such manufacturer, materialman, vendor or contractor (Landlord shall pursue a breach of warranty claim for items covered by a Warranty unless Landlord determines in good faith that such action would not be in the best interest of the tenants of the Building);

(xxi) Non-cash items, such as deductions for depreciation and amortization of the Building and the Building equipment, or interest on capital invested, except on materials, tools, supplies and vendor-type equipment purchased by Landlord to enable Landlord to supply services Landlord might otherwise contract for with a third party where such depreciation is included in the charge for such third party's service, all as determined in accordance with generally accepted accounting principles, consistently applied;

(xxii) Electric power expenses for which any tenant directly contracts with the local public service company;

(xxiii) Consulting expenses unless they relate exclusively to the management or operation of the Building;

(xxiv) The cost of any "tap fees" or one-time lump sum sewer or water connection fees for the Building payable in connection with the initial construction of the Building;

(xxv) Depreciation expenses of any kind;

(xxvi) Management fees in excess of five percent (5%) of Building gross revenues;

(xxvii) Rent for any space in the Building set aside for conference facilities, storage facilities or exercise facilities;

(xxviii) Costs of services, supplies or other materials provided to the Building by Landlord's affiliates to the extent that the cost of such services, supplies or materials

exceeds the fair market value of such services, supplies or materials as reasonably determined by Landlord;

(xxix) Salaries, wages or other compensation paid to Landlord's executives or to property management employees above the level of director; and

(xxx) Except as otherwise provided elsewhere in this Section, expenses of a capital nature, including without limitation, capital improvements, capital repairs, capital equipment and capital tools, all as determined in accordance with GAAP.

(c) Time for Payment. Unless Landlord exercises its right to estimate in accordance with Section 8(d), Tenant agrees to pay any Operating Costs on the same day Base Rental is due and together therewith. In any fractional Fiscal Year during the Term, the Operating Costs shall be prorated for the fractional part of such Fiscal Year. Tenant's obligation under this Section 8 shall survive the expiration or termination of this Lease.

(d) Landlord's Estimate. Landlord shall make a reasonable estimate of Additional Rent due with respect to any Fiscal Year and require Tenant to pay each month during such year 1/12 of such amount at the time of making payment of each monthly installment of Base Rental. Tenant shall pay, or Landlord shall refund, any underpayment or overpayment of such Additional Rent within thirty (30) days after receipt by Tenant from Landlord of a statement therefor, which statement Landlord shall endeavor in good faith to provide within one hundred twenty (120) days after the end of each Fiscal Year.

(e) Audit Rights. Tenant shall have the right, on an annual basis beginning with the anniversary of the Commencement Date, to have a certified public accounting firm or other representative audit the Landlord's books and records pertaining to the cost associated with Operating Costs. If such audit identifies an overpayment by Tenant of Operating Costs with respect to a Lease Year, Landlord shall apply the amount of any such overpayment to the payment of Tenant's future rental obligations under this Lease. If such audit identifies an underpayment by Tenant of Operating Costs with respect to a Lease Year, Tenant shall pay to Landlord, as Additional Rent and within thirty (30) days of such audit, the amount of any such underpayment. Tenant shall be responsible for the cost of the audit unless an error, in the Tenant's favor, greater than five percent (5%) is identified, in which event Landlord shall be responsible for all reasonable and verifiable third-party costs actually incurred by Tenant with respect to the audit not to exceed One Thousand Five Hundred Dollars ($1,500.00). Tenants shall have up to ninety (90) days following the expiration of each Lease Year in which to audit Landlord's books and records for Operating Costs for such Lease Year, provided that such audit shall be conducted at a time and place reasonably acceptable to Landlord and all information provided in connection with such audit shall be held in strict confidence by Tenant and its agents. Tenant's audit right shall survive termination or expiration of this Lease. No such auditor may be compensated on a contingency basis. Tenant may only audit one (1) year at a time and may only audit any year one (1) time.

(f) Calendar Year Election. Landlord shall have the right to invoice and reconcile Operating Costs on a calendar year as opposed to a Fiscal Year basis.

9. MAINTENANCE AND REPAIRS.

At all times Tenant shall, at its own cost and expense, keep the interior of the Premises in good order, repair and condition and in a clean, neat, and orderly fashion. Tenant further agrees not to injure, overload, deface or commit waste with respect to any part of the Premises or the Building. The Common Areas of the Building shall not be obstructed by Tenant or used for any purposes other than those for which they were constructed. No boring, cutting or stringing of wires, or installation of linoleum or other similar floor covering shall be permitted in the Building, nor shall Tenant attach, hang or use any curtains, blinds, shades, screens or other fixtures on any window or door of the Building, without Landlord's prior written consent. Tenant will be responsible for any injury or damage of any kind or character to the Premises, including the windows, floors, walls and ceilings, caused by Tenant's violation of this Section 9. Tenant will not overload the electrical wiring serving the Premises and will install at its own expense, but only after obtaining Landlord's prior written approval, any additional electrical wiring which may be required in connection with Tenant's apparatus. If Tenant fails, after fifteen (15) days written notice from Landlord, to commence and continuously prosecute any repairs required to be made by Tenant, Landlord may at its option (but without being obligated to do so) enter upon the Premises at all reasonable hours to make such repairs, and the expenses incurred by Landlord shall be paid by Tenant as Additional Rent upon demand. All rights given to Landlord herein shall be in addition to any other right or remedy of Landlord contained in this Lease. Notwithstanding Tenant's obligation to keep the interior of the Premises in good order, repair and condition, Landlord may elect to upgrade components of the interior of the Premises as preventative measures or to reduce operating or repair costs. For example, Landlord may elect to replace water heaters, install overflow prevention devices in toilets or upgrading lighting. Tenant shall pay the cost of such upgrades to the Premises upon receipt of an invoice for such from Landlord.

10. EQUIPMENT.

(a) Restrictions on Installation. Tenant shall not install any equipment whatsoever which requires any additions, changes or replacements of or to the plumbing, mechanical, electrical, heating, air conditioning, or other such systems of the Building, or any equipment which requires the use of the water system, plumbing system, heating system, air conditioning system or electrical system of the Premises without the Landlord's prior written consent. Tenant shall not install any equipment, including without limitation any computer, data processing or duplicating equipment, which requires abnormal use of electricity, heating, air conditioning, water, or other facilities, without the Landlord's prior written consent and without specific arrangements for compensation of the Landlord for any additional charges and costs required to support such special equipment. All expenses of any modification shall be borne by Tenant. For the purposes hereof, "abnormal use" shall include any machinery or equipment using water or electrical current which either (i) exceeds an electrical usage of 120/208 volts, 3 phase, 4 wire service, or (ii) in any way increases the amount of the electricity or water which would normally be consumed upon the Premises when used as general office space.

(b) Modifications to Electric Current. Tenant shall not use any electric current except that approved by Landlord. Tenant shall not bring or run electric, telegraph, telephone or other wires or telephone call boxes into the Premises or any part of the Building except with

Landlord's prior written consent and under Landlord's direction. Wires shall not be attached to the outside of the Building by Tenant.

(c) Specialized Medical Equipment and Materials. The Tenant shall not install any radiology equipment ("**Equipment**") without Landlord's prior written approval. Tenant shall provide plans and specifications of such Equipment and improvements related thereto to Landlord for approval which Landlord may withhold or condition in Landlord's sole discretion. If Landlord's prior written approval is obtained by Tenant, and Tenant uses or requires the use of X-ray, radium, cobalt or other radioactive materials or other material requiring the use of special devices or equipment, Tenant agrees that Tenant shall, at its sole cost and expense (i) comply with all laws, rules and regulations of all governmental agencies and authorities in connection therewith, (ii) indemnify Landlord and hold Landlord harmless against and with respect to any and all damages, claims, liabilities, or losses of every kind or nature to any and all persons, including Landlord and its principals agents, employees, and invitees, and the property of any such persons, and to reimburse Landlord for any expenses incurred by Landlord (including but not limited to reasonable legal fees and expenses), arising out of or based upon the handling, use or possession of any such Equipment and materials by Tenant, and (iii) be responsible for all claims of damage arising from, incident to, or occasioned by the use of such materials and Equipment to all persons, including Landlord. This indemnity shall be in addition to and not in limitation of any other indemnity provided in this Lease and shall survive the expiration or sooner termination of the Term. If required by Landlord, Tenant shall remove any such Equipment or improvements related thereto at the end of the Term.

11. ALTERATIONS AND INSTALLATIONS.

(a) Tenant shall not make any alterations, decorations, installations, additions or improvements in, about, or to the Premises, including but not limited to the installation of an air conditioning system or unit, water cooler, additional locks or bolts on the doors or windows, or changes in existing locks or other similar or dissimilar equipment or appliances, without Landlord's prior written consent and then only by contractors or mechanics designated or otherwise approved by Landlord. All such work shall be done at Tenant's sole expense and shall be done solely in accordance with the plans and specifications therefor approved by Landlord and any other reasonable terms or conditions specified by Landlord. Further, all such work (both in progress and at completion) shall be subject to Landlord's inspection and approval, Landlord expressly reserving the right to require Tenant to correct any defects in such work. All alterations, decorations, installations, additions or improvements made by either of the parties hereto within or to the Premises, except movable office furniture and equipment and medical equipment and other Tenant's personal property and moveable fixtures and equipment, shall become the property of Landlord at termination of this Lease, and shall remain upon and be surrendered with the Premises at the termination of this Lease without molestation or injury. Should Landlord elect that any alterations, installations, changes, replacements, additions or improvements to the Premises be removed upon termination of this Lease, Landlord will provide Tenant with written notice of Landlord's election and Tenant hereby agrees to cause same to be removed at Tenant's sole cost and expense, restoring the Premises to substantially the same condition (normal wear and tear excepted) as existed at the commencement of the Term. If Tenant fails to remove any such items, then and in such event Landlord shall cause such items to be removed at Tenant's expense, and Tenant hereby agrees to

reimburse Landlord for the cost of such removal together with any and all damages which Landlord may suffer by reason of Tenant's failure to remove such items.

(b) Tenant shall (i) within ten (10) days after it is filed or claimed, bond or have released any mechanic's, materialman's, or other lien filed or claimed against any or all of the Premises, the Building, the Property, or any other property owned or leased by Landlord, by reason of labor or materials provided for Tenant or any of its contractors or subcontractors (other than labor or materials provided by Landlord) or otherwise arising out of Tenant's use or occupancy of the Premises or any other portion of the Property, and (ii) defend, indemnify, and hold harmless Landlord against and from any and all liability, claim of liability or expense (including, by way of example rather than of limitation, reasonable attorneys' fees) incurred by Landlord on account of any such lien or claim.

12. SURRENDER.

Upon the expiration or other termination of this Lease, Tenant shall quit and surrender the Premises (and alterations, installations, changes, replacements, additions or improvements to the Premises which are to remain upon and be surrendered with the Premises in accordance with Section 11) free of any damage caused by or arising from Tenant's use or surrender of the Premises, and in as good order and condition as when received, excepting only depreciation caused by ordinary wear and tear and damage caused by fire, unavoidable accident or casualty or act of God. Tenant shall remove all of its property from the Building by the date of expiration or termination of this Lease. Tenant shall deliver to Landlord all keys to the Premises and to offices and other spaces, either furnished to or otherwise procured by Tenant. Tenant's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease.

13. SIGNS AND ADVERTISING.

Tenant shall not (1) obstruct the windows, doors, partitions and lights that reflect or admit light into the halls or other places in the Building, or (2) inscribe, paint, affix or otherwise place or display signs, advertisements, notices or other thing of any kind in, on, upon or behind any windows or on any door, partition or other part of the interior or exterior of the Premises or the Building without the prior consent of Landlord, which consent may be granted or withheld in Landlord's sole and absolute discretion. If such consent be given by Landlord, and such sign, advertisement, or notice shall be inscribed, painted or affixed by Landlord, or a company approved by Landlord, the cost of the same shall be charged to and be paid by Tenant and Tenant agrees to pay the same promptly, on demand.

14. INSURANCE.

(a) Required Coverage. In addition to any additional insurance required by Landlord or applicable law from time to time, Tenant will purchase and keep in force at its own expense as long as this Lease remains in effect, (i) general liability insurance with respect to the Premises with companies and in form acceptable to Landlord with initial minimum limits of One Million Dollars ($1,000,000.00) on account of bodily injuries per occurrence, and Three Million Dollars ($3,000,000.00) on account of bodily injuries aggregate, and (ii) property damage insurance on a replacement cost basis for Tenant's own fixtures, furniture, furnishings and equipment. The

initial minimum limits of coverage herein set forth shall be subject to reasonable reassessment on every fifth (5th) anniversary of the Commencement Date to reflect prudent insurance protection practices as reasonably determined by Landlord and Tenant jointly. Tenant shall add Landlord and Luminis Health, Inc., as additional insureds on such insurance and shall furnish the certificates thereof to Landlord prior to the Commencement Date and certificates of renewal of such policy or policies or replacement policies thirty (30) days prior to expiration of such policy or policies. If Tenant shall not comply with its covenants made in this Section 14, Landlord may, at its option, cause insurance as aforesaid to be issued and in such event Tenant agrees to pay the premium for such insurance as Additional Rent payable on the first day of the month following any payment made by Landlord.

(b) Landlord will purchase and keep in force general liability insurance for bodily injury and property damage occurring in or about the Premises. Such insurance shall have a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence with a Three Million Dollar ($3,000,000.00) aggregate limit and excess umbrella liability insurance in the amount of Five Million Dollars ($5,000,000.00).

Workers' compensation insurance shall be maintained in accordance with statutory laws.

All risk property insurance shall be written on a replacement cost basis in an amount equal to one hundred percent (100%) of the full replacement value of the insured improvements.

(c) Compliance with Law and Insurance Policies. Tenant, at Tenant's sole cost and expense, shall comply promptly with all laws, ordinances, rules and regulations of the federal, state and local governments or any agency thereof, and the Maryland Fire Underwriters Rating Bureau and other such authorities relating to insurance applicable to the Building, and with all orders, notices and requirements pertaining to Tenant's use or occupancy of the Premises (whether such notices are served on Landlord or on Tenant).

(d) Non-Contravention of Insurance; Conduct. Tenant shall not do or permit to be done any act or thing within the Premises, or bring or keep anything therein, which will in any way invalidate or contravene the fire insurance policies covering the Premises and fixtures and property therein, and shall neither do nor permit to be done any act or thing within said Premises which shall or might obstruct or interfere with the rights of Landlord or other persons, or in any way injure or annoy Landlord or the other persons, or subject Landlord to any liability or responsibility for injury to any person or to property, or interfere with the good order of the Building.

(e) Insurance Rates. If, as a result of any act or omission by Tenant, the rate for fire or other insurance applicable to the Building shall be increased, Tenant shall reimburse the Landlord for all increases of insurance premiums so caused. Such reimbursements shall be Additional Rent from the date such increases become effective payable upon the first day of the month following any payment by Landlord for such increased insurance premium.

15. FIRE OR OTHER CASUALTY.

(a) Restoration or Termination. If the Premises shall be damaged by fire or other casualty:

(i) Except as otherwise provided in subparagraphs (ii), (iii), and (iv) hereof, the damage shall be repaired by and at the expense of Landlord, except that Tenant agrees to insure, repair and replace at Tenant's sole cost and expense its own fixtures, furniture, furnishings and equipment, and the Rent until such repairs to be made by Landlord shall be apportioned as of the date of damage by fire or other casualty according to the part of the Premises which is usable by Tenant. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord or on account of labor problems, or any other cause beyond Landlord's control.

(ii) If the Premises are substantially damaged or rendered substantially untenantable by fire or other casualty, or if Landlord's architect certifies that the Premises cannot reasonably be repaired within ninety (90) working days during normal working hours, said period commencing with the start of the repair work, either party may, at its option within thirty (30) days after such fire or other casualty, give the other party notice in writing of such decision, and thereupon this Lease shall expire at the end of the third (3rd) day after such notice is given, and Tenant shall vacate the Premises and surrender the same to Landlord. Upon such expiration of this Lease, Tenant's liability for Rent shall cease as of the day following the casualty.

(iii) If the restoration of the Premises is not substantially completed within one hundred eighty (180) days following the casualty, then Tenant may, within a period ending fifteen (15) days thereafter, terminate the Lease upon giving thirty (30) days' prior notice of such termination to Landlord.

(iv) If the Building is substantially damaged or rendered substantially untenantable by fire or other casualty, or if Landlord shall decide not to restore or repair the same, or shall decide to demolish the Building, then Landlord may within sixty (60) days after such fire or other casualty, give Tenant notice in writing of such decision, and thereupon this Lease shall expire at the end of the third (3rd) day after such notice is given, and Tenant shall vacate the Premises and surrender the same to Landlord. Upon such expiration of this Lease, Tenant's liability for Rent shall cease as of the day following the casualty.

(b) Notice to be given to Landlord. Tenant shall give Landlord immediate notice of any fire or accident in the Premises or the Building, and of the need for any repairs which Landlord or Tenant is obligated to make under this Lease.

16. CONDEMNATION.

If the entire Premises shall be taken (either temporarily or permanently) or condemned for public or quasi-public purposes or if Landlord shall convey or lease the Premises to any public authority in settlement of a threat of condemnation or taking, the Rent shall be adjusted to the date of such taking, lease or conveyance and this Lease shall thereupon terminate. If only a

portion of the Premises shall be so taken or condemned and Tenant is reasonably able to use the remainder of the Premises for the purposes intended hereunder, then this Lease shall not terminate but, effective as of the date of such taking or condemnation, the Rent hereunder shall be abated in an amount apportioned according to the area of the Premises so taken or condemned. If, following such partial taking, Tenant is not reasonably able to use the remainder of the Premises for the purposes intended hereunder, then this Lease shall terminate, the same as if the entire Premises had been taken or condemned. If this Lease is so terminated or adjusted, Tenant shall have no claim against Landlord for the value of any unexpired Term of this Lease. Tenant shall have no claim against Landlord for and shall not be entitled to any portion of any amount that may be awarded as damages or paid as a result of such proceedings or as the result of any agreement by the condemning authority with Landlord. Tenant shall not be entitled to any portion of the condemnation award for the Building or Landlord's interest in the land on which the Building is located, provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any separate award made to Tenant for its relocation expenses or the taking of personal property and fixtures belonging to Tenant.

17. ENTRY BY LANDLORD.

Landlord or its agents shall have the right upon reasonable notice to Tenant, to enter the Premises to examine same and to make such repairs, alterations or improvements as Landlord may deem necessary or proper. Landlord shall not be liable in any manner for any interruptions to, or interference with, Tenant's business by reason of making any repairs, alterations, or improvements to the Premises or the Building, provided the same does not materially and adversely interfere with Tenant's business. Landlord shall not be deemed or held guilty of an eviction of Tenant, the Rent reserved shall not abate while said repairs, alterations, or additions are being made, provided the same does not materially and adversely interfere with Tenant's business. Landlord shall at all times have the right, at its election, to make such changes in the Building as Landlord may from time to time deem desirable; provided that any changes so made shall not materially alter the character or size of the Premises. Landlord shall have the right to install utilities or any other improvements above ceilings, along columns or in plenums or risers within the Premises.

18. ASSIGNMENT OR SUBLETTING.

Tenant shall not assign or sublet the Premises or any part thereof, nor permit the Premises or any part thereof to be used by any other person or persons whatever, without the prior written consent of Landlord in Landlord's sole discretion. For purposes of this Section 18, an assignment shall include a transfer (or one transfer in a series of related transfers) of a controlling interest in Tenant. No permitted assignment, subletting or use of the Premises shall constitute a waiver of the provisions of this Section, or permit any subsequent proscribed act without compliance with this Section. Any permitted subtenant shall execute a document to Landlord's satisfaction that obligates subtenant to comply with all terms of this Lease applicable to Tenant. No permitted assignment, sublease, or use, although consented to by Landlord and without regard to any document signed by subtenant and delivered to Landlord, shall relieve Tenant of its obligations under this Lease.

19. LANDLORD'S LIABILITY.

(a) The Landlord and its agents shall not be liable for any injury or damages to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Building, or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Landlord shall not be liable for damage or loss of any property arising from any emergency repairs made to any part of the Building unless caused by or due to the negligence of Landlord, its agents, servants or employees. Landlord shall not be liable for damage to property placed in the custody of its employees, nor for the loss of any property by theft or otherwise, unless due to the negligence of its employees. Tenant agrees to indemnify and hold harmless Landlord against any and all losses, claims, damages or liabilities due to Tenant's negligence, and to reimburse Landlord as Additional Rent for all expenses, damages or fines (including without limitation legal fees and expenses) incurred or suffered by Landlord arising out of such negligence, or Tenant's contractors, employees, or agents breach of any covenant or provision of this Lease, or by reason of damage or injury to persons or property caused by moving or installing property of or for Tenant, or arising out of the occupancy or use by Tenant of the Premises, or arising out of any negligent act or any omission or of Tenant, or Tenant's contractors, employees, or agents. Subject to the provisions of Section 19(b) below, Landlord agrees to indemnify Tenant and save it harmless from and against any and all claims, damages, fines, judgments, penalties, costs, liability and expenses arising out of or in connection with Landlord's negligence regarding matters arising in the Building or Premises, unless such claim or loss arises from Tenant's or its agents', contractors', employees', tenants' or licensees' negligence or willful misconduct.

(b) Landlord cannot guarantee that Tenant its employees, contractors, agents or invitees ("**Tenant Parties**") will not become infected on the Property and that exposure or infection will not result from the actions, omissions, or negligence of Tenant and others, including, but not limited to other tenants in the Building, their agents, employees or invitees. Tenant voluntarily agrees to assume the risk of contracting COVID-19 or any disease on Property by any Tenant Parties and accepts sole responsibility for any injury to Tenant and Tenant Parties (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that Tenant or any Tenant Party may incur in connection with exposure to COVID-19 or any disease on Property ("**Claims**"). Tenant hereby releases, covenants not to sue, discharges, and indemnifies and holds harmless Landlord, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. This release includes any Claims based on the actions, omissions, or negligence of Landlord, other tenants on the Property, and their respective employees, agents, and representatives, whether an infection occurs before, during, or after presence on the Property. Tenant further agrees to follow all reasonable safety guidelines implemented by Landlord while on Property which may include, but are not limited to, use of face coverings, maintaining proper physical distance from other persons and making regular use of hand sanitizing areas.

20. INABILITY TO PERFORM.

This Lease and Tenant's obligation to pay Rent and perform all of Tenant's other covenants and agreements hereunder shall not be affected, impaired or excused because Landlord is unable to fulfill any of its obligations hereunder, or to supply, or is delayed in supplying, any service to be supplied by it under the terms of this Lease or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply, or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of pandemic, governmental regulation, strikes or labor troubles or any cause beyond Landlord's control. Nothing contained in this Section shall be deemed to impose any obligation on Landlord not expressly imposed by other Sections of this Lease.

21. DEFAULT.

(a) Events of Default. Each of the following events of default ("**Events of Default**") shall be deemed a default by Tenant and a breach of this Lease:

(i) Any admission in writing by or on behalf of Tenant of its inability to pay its debts generally as they become due;

(ii) The commencement of proceedings by or against Tenant under the Bankruptcy Code, 11 U.S.C. 101 *et. seq*., as amended from time to time (the "**Bankruptcy Code**") or any other law, whether state or federal, now or hereafter existing for the relief of debtors, composition of creditors, arrangement, reorganization, receivership, liquidation or any similar event by or against Tenant; provided, however, that if any such proceeding is commenced against Tenant, Tenant shall have a period of ninety (90) days from the date of commencement to have the same dismissed;

(iii) An application is made for the appointment of a receiver or trustee for Tenant or any substantial part of Tenant's assets or, the making of a general assignment for the benefit of creditors with respect to, or the insolvency of Tenant;

(iv) The suspension of operations by, or any unapproved subleasing or assignment by, Tenant;

(v) The failure of Tenant to comply with Section 38 of this Lease;

(vi) The failure of Tenant to notify Landlord within five (5) days of any change in medical staff standing at Luminis Health, Inc. of Tenant (or if Tenant is a professional corporation, association or partnership, of any physician or medical professional who is a shareholder, member, partner or employee of Tenant who shall practice in the Building);

(vii) Tenant's causing or permitting the Premises or a substantial part of the Premises to be abandoned;

(viii) Default by Tenant in the payment of any Rent herein reserved, or any part thereof, or any other sum required by this Lease, when and as due under this Lease if Tenant fails to cure such within ten (10) days of receiving written notice thereof from Landlord; and

(ix) Failure by Tenant to perform or breach by Tenant of any term, covenant, agreement or condition of this Lease (other than a default in the payment of any Rent herein reserved, or any part thereof, or any other sum required by this Lease), if Tenant fails to cure such default within twenty (20) days of receiving written notice thereof from Landlord or from any other party or source unless compliance reasonably requires a longer period of time, in which case Tenant shall not be considered in default, if it has commenced performance promptly and is diligently and in good faith pursuing its cure until its timely resolution.

(b) Landlord's Rights. Upon the occurrence of an Event of Default:

(i) Landlord may immediately or at any time thereafter, without further notice to Tenant, enter the Premises without terminating this Lease and do any and all acts which Landlord may deem necessary, proper or convenient to cure such default, for the account and at the expense of Tenant. Tenant agrees to pay as Additional Rent to Landlord, upon demand, all reasonable expenses incurred by Landlord in curing such default.

(ii) Landlord may terminate this Lease and Tenant's right to possession of the Premises and, with or without legal process, take possession of the Premises and remove Tenant, any occupant and any property therefrom in accordance with applicable laws. Landlord shall be entitled to recover damages from Tenant in an amount equal to the amount herein covenanted to be paid as Rent, together with (A) all expenses of any proceedings, including but not limited to reasonable attorneys' fees and legal expenses, which may be necessary in order for Landlord to recover possession of the Premises, and (B) the expenses of re-renting the Premises (including but not limited to any commissions paid to any real estate agent, advertising expense, rental concessions, and the costs of such alterations, repairs, replacements and decoration or redecoration as Landlord in its sole judgment considers advisable and necessary for the purpose of re-renting the Premises); provided that there shall be credited against the amount of such damages all amounts received by Landlord from such re-renting of the Premises. No act or thing done by Landlord shall be deemed to be an acceptance of a surrender of the Premises, unless Landlord shall execute a written agreement of surrender with Tenant. Tenant's liability hereunder shall not be terminated by the execution of a new lease of the Premises by Landlord. Tenant agrees to pay to Landlord, upon demand, the amount of damages herein provided after the amount of such damages for any month shall have been ascertained, provided that any expenses incurred by Landlord shall be deemed to be a part of the damages for the month in which they were incurred. Separate actions may be maintained each month or at other times by Landlord against Tenant to recover the damages when due, without waiting until the end of the Term of this Lease to determine the aggregate amount of such damages. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or being dispossessed for any cause, or if Landlord seeks possession of the Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease. Notwithstanding anything contained herein to the contrary, if this Lease is terminated or Landlord repossesses the Premises for default by Tenant, Landlord shall use commercially reasonable efforts to relet the Premises in one or more transactions

for the account of Tenant for the rent and upon the terms Landlord deems advisable and in so doing Landlord may make changes, additions, improvements, redecorations, and repairs to the Premises as Landlord deems advisable, all without affecting Tenant's liability under this Lease. There will be a presumption that Landlord has made commercially reasonable efforts to relet the Premises if Landlord lists the Premises for rent with a broker experienced in leasing properties similar to the Premises, and Landlord will not be required to give priority to the reletting of Premises over other available space or relet the Premises for other than medical office use or other uses permitted herein.

(iii) Landlord may declare all Rent for the then current Lease Year and the remainder of the Term to be immediately due and payable without further demand or notice, such amount to be discounted to present value at a factor of four percent (4%).

(c) Costs of Enforcement. Tenant shall pay, upon demand, all of the other reasonable costs, charges and expenses, including fees of counsel, agents and other retained by Landlord incurred in enforcing the Landlord's obligations hereunder.

(d) Landlord's Lien. If Tenant should default in the payment, when due, of the Rent herein provided (including any Additional Rent), or any part thereof, or any other sum due by Tenant hereunder, then Landlord shall have a lien upon all of the property of Tenant in the Premises for all such unpaid amounts. In such event, Tenant shall not remove any of Tenant's property from the Premises, except with the prior written consent of the Landlord, and Landlord shall have the right and privilege, at its option, to take possession of all property of Tenant in the Premises, to store the same in the Premises, or to remove and store the same in such place as may be selected by Landlord, at Tenant's risk and expense. Notwithstanding the preceding, Landlord agrees that it will not have any lien upon protected health information, patient records, medical records, lab work, blood and tissue, prescription drugs and devices, and controlled substances.

(e) Cumulative Remedies. All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other right or remedy now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either in law or in equity or both. For the purposes of any suit brought or based hereon, this Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained on this Lease as successive periodic sums mature hereunder.

(f) Landlord Default. It shall be a default under this Lease by Landlord if Landlord shall fail to perform or observe any obligation or covenant required to be performed or observed by it under this Lease for a period of thirty (30) days after written notice thereof from Tenant. Upon the occurrence of any such default, if the same has not been reasonably cured by Landlord within said period of thirty (30) days (provided, however, that if no emergency exists and the default is of such nature that the same cannot reasonably be cured within a thirty (30) day period, such cure period shall be extended for a reasonable time if Landlord commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same).

22. SUBORDINATION AND ATTORNMENT.

(a) Subordination. Subject to the terms of the Ground Lease, Tenant shall have peaceful and quiet use and possession of the Premises without hindrance on the part of Landlord or anyone claiming by, through or under Landlord, and Landlord shall warrant and defend Tenant in such peaceful and quiet use and possession against the claims of all persons claiming by, through, or under Landlord. However, Tenant expressly agrees that this Lease is and shall be subject and subordinate to the lien and the operation and effect of the Ground Lease and any mortgage, deed of trust or other security instrument now or hereafter placed upon the land and/or Building or any part or parts thereof (each a "**Superior Property Right**"), and on Landlord's demand Tenant agrees to take any action related to such subordination which might be necessary to comply with any Superior Property Right; provided that if the holder of any Superior Property Right should, at its option so to do, elect to hold this Lease superior, then upon written notice given Tenant by such holder, Tenant's rights under this Lease shall thereupon become superior to the operation and effect of such Superior Property Right from and after the date of such notice being sent Tenant. This Section shall be self-operative, and no further instrument subordinating this Lease, or any Superior Property Right to this Lease after notice as aforesaid, as the case may be, shall be required. In confirmation thereof, Tenant shall execute such further assurances, instruments, releases or other document that may be required by any holder of any Superior Property Right further assuring the foregoing, and the failure of Tenant to execute and deliver any such instrument, release or document within ten (10) days following written request by Landlord for the same shall constitute a default hereunder.

(b) Landlord's Right to Convey. Tenant expressly acknowledges that Landlord may sell or convey the Building or any part thereof to such purchaser, at such time, and on such terms as Landlord may in its sole discretion determine, and nothing herein is or shall be construed as a limit upon Landlord's right to sell or convey the Building or part thereof. Landlord may freely assign this Lease, in connection with such sale or conveyance or otherwise, without consent of Tenant, but with notice to Tenant.

(c) Attornment. Tenant agrees that upon foreclosure or sale under any mortgage or deed of trust or ground lease to which this Lease is now or shall hereafter become subject and subordinate, or upon any sale or conveyance of the Building or part thereof or any assignment of this Lease, Tenant will attorn to the mortgagee, purchaser, owner or assignee, will pay to said mortgagee, purchaser, owner or assignee all the rents and other monies required to be paid by Tenant hereunder and perform all of the other terms, covenants, conditions and obligations in this Lease contained.

23. ESTOPPEL CERTIFICATES.

Tenant agrees that at any time and from time to time at reasonable intervals, within twenty (20) days after written request by Landlord, Tenant will execute, acknowledge and deliver to Landlord or any assignee or mortgagee or other party designated by Landlord, a certificate stating (i) that the Lease is unmodified and in force and effect (or if there have been modifications, that the Lease is in force and effect as modified, and identifying the modification agreements), or that the Lease is not in force and effect; (ii) the date to which Base Rental has been paid under the Lease; (iii) whether or not there is any existing default by Tenant in the payment of any Rent under

the Lease, and whether or not there is any other existing default by either party under the Lease with respect to which a notice of default has been served, and if there is any such default or any other default, specifying the nature and extent thereof; (iv) whether or not Tenant claims any set-offs, defenses or counterclaims against enforcement of the obligations to be performed by Tenant under this Lease; and (v) such other matters as may be reasonably requested by Landlord.

24. WAIVER.

The failure of either party to insist, in any one or more instances, upon a strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of Rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party. No waiver by either party of any breach by the other party of any of the terms, covenants, agreements, or conditions of this Lease shall be deemed to constitute waiver of any succeeding breach thereof, or a waiver of any breach of any of the other terms, covenants, agreements and conditions herein contained. No employees of Landlord or of Landlord's agents shall have any authority to accept the keys of the Premises prior to termination of the Lease, and the delivery of keys to any employee of Landlord or Landlord's agents shall not operate as a termination of the Lease or a surrender of the Premises. No endorsement or statement on any check or any letter or other instrument accompanying any check or payment as Rent shall 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 such Rent or pursue any other remedy in this Lease provided. The failure of Landlord to enforce any of the Rules and Regulations against Tenant or any other tenant in the Building shall not be deemed a waiver of any such Rules and Regulations.

25. SEVERABILITY.

If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

26. NOTICES.

Any notices, demands and requests required or permitted to be given by either party hereunder shall be in writing and shall be deemed to be duly given when hand delivered or when mailed by registered or certified mail, postage prepaid, return receipt requested or by overnight delivery by a recognized overnight delivery service, to the other party at their respective Notice Address set forth in Section 1 (Basic Lease Information) hereinabove. Any party may designate a new address to which such notices, demands or requests shall be sent by written notice actually delivered to the other party at least ten (10) days before such change of address becomes effective.

27. CAPTIONS AND HEADINGS.

The captions and headings throughout this Lease are for convenience and reference only and the words contained herein shall in no way be held or deemed to interpret or construe this Lease.

28. RULES AND REGULATIONS.

Tenant covenants and agrees, for itself and its employees, agents and servants, to comply with the rules and regulations with respect to the Building which are set forth at the end of this Lease as **Exhibit B** (the "**Rules and Regulations**") and are expressly made a part hereof. Landlord shall have the right to make reasonable additions and amendments thereto from time to time upon written notice to Tenant, and Tenant, for itself and its employees, agents and servants, covenants and agrees to comply with such additions and amendments after notice from Landlord.

29. ENTIRE AGREEMENT.

This Lease contains the entire agreement between the parties and Tenant agrees that Tenant has not relied on any statements, representations, agreements or warranties, except as expressed herein. No amendment or modification of this Lease shall be valid or binding unless it is contained in writing executed by the parties hereto.

30. SUCCESSORS AND ASSIGNS.

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. If any mortgagee or the beneficiary of any deed of trust become owner of the Building, it shall be obligated by the provisions of this Lease only during such time as it is the owner and not prior thereto or thereafter.

31. MARYLAND LAW.

This Lease and its validity, construction and performance shall be governed in all respects by the Laws of the State of Maryland, without regard to principles of conflicts of law.

32. RECORDATION.

Neither party shall be permitted to record this Lease or a memorandum hereof without the express prior written approval of the other party. The party electing to record the memorandum of Lease shall pay the entire cost of any recordation.

33. APPROVALS.

Tenant shall be responsible for obtaining all approvals, consents and permits necessary in connection with Tenant's use of the Premises. Tenant represents that it has reviewed all applicable laws, ordinances, rules and regulations of the federal, state and local governments and the agencies hereof and that Tenant has made a determination that all necessary approvals, consents

and permits can be obtained. Tenant acknowledges that this Lease will not be terminated, nor will Tenant be relieved of liability under this Lease if, for any reason, all necessary approvals, consents and permits are not obtained. Notwithstanding anything in this Lease to the contrary, Landlord warrants and represents that Landlord has obtained any required approvals and consents under the Underlying Lease in connection with Tenant's use of the Premises. The party executing this Lease on behalf of Tenant represents that it has all requisite authority to do so and represents that Tenant is duly formed and in good standing in the jurisdiction in which it was formed.

34. MUTUAL WAIVER OF TRIAL BY JURY.

THE LANDLORD AND TENANT HEREBY MUTUALLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE OR THE USE AND OCCUPANCY OF THE PREMISES.

35. MUTUAL WAIVER OF INSURANCE SUBROGATION.

Each of the parties hereto agrees to have every insurance policy (which it carries as an insured with regard to the Building or any part thereof, and with regard to any personal property which is or may be on or in the Building, or any part thereof) include a subrogation waiver clause, pursuant to which the insurance coverage involved shall not be invalidated by a waiver by either party hereto of (i) any right of recovery against the other party hereto for any damage to the Building and any of its said property covered by such policy, or (ii) any liability for any action or lack of action by such other party hereto, and by which the insurer expressly waives any and all rights of subrogation to any rights or claims of the insured against the other party hereto. Notwithstanding any other provision of this Lease, the party hereto carrying such insurance as the insured thereunder waives all rights of recovery against the other for any loss, or with regard to any liability, to the extent covered by such insurance or covered by insurance required to be carried hereunder..

36. DEFINITION OF THE "LANDLORD".

(a) As used herein, the "**Landlord**" means the person hereinabove named as such, and its successors and assigns (each of whom shall have the same rights, remedies, powers, authorities and privileges as it would have had, had it originally signed this Lease as the Landlord).

(b) No person holding the Landlord's interest hereunder (whether or not such person is named as the Landlord herein) shall have any liability hereunder after such person ceases to hold such interest, except for any such liability accruing while such person holds such interest.

(c) No mortgagee not in possession of the Premises or the Building shall have any liability hereunder.

(d) Neither the Landlord nor any principal, agent, employee or invitee of the Landlord, whether disclosed or undisclosed, shall have any personal liability under any provision

of this Lease. If the Landlord defaults in performing any of its obligations hereunder or otherwise, the Tenant shall look solely to the Landlord's equity, interest and rights in the Property to satisfy the Tenant's remedies on account thereof.

37. DEFINITION OF THE "TENANT".

As used herein, the "**Tenant**" means each person hereinabove named as such and such person's heirs, personal representatives, successors and assigns, each of whom shall have the same obligations, liabilities, rights and privileges as it would have possessed had it originally executed this Lease as the Tenant; provided, that no such right or privilege shall inure to the benefit of any assignee of the Tenant, immediate or remote, unless the assignment to such assignee is made in accordance with the provisions of Section 18.

38. AFFILIATION WITH LUMINIS HEALTH, INC..

(a) Tenant acknowledges that, (A) if (i) Tenant is a physician and not on the active medical staff of Luminis Health, Inc. with admitting privileges, as that term is defined in the Bylaws of Luminis Health, Inc.; or (ii) if Tenant is a professional corporation, association, partnership, or limited liability company or similar entity, if any physician or other medical professional who is a shareholder, member, partner or employee of Tenant who shall practice in the Building, is not on the active medical staff of Luminis Health, Inc. with admitting privileges, then (B) this Lease shall not be deemed effective until such physician or other medical professional has applied for and become an active member in good standing of the medical staff of Luminis Health, Inc. with admitting privileges.

(b) As used in this Lease, (i) "**on the active medical staff of Luminis Health, Inc. with admitting privileges**" means a licensed medical practitioner entitled to admit and treat patients at Luminis Health, Inc. as such term is defined in the medical staff bylaws of Luminis Health, Inc. ("**Bylaws**") in effect from time to time, excluding however individuals who have limited privileges, such as surgical assist or consulting privileges, it being understood that associate staff members who are primary care physicians will be deemed to meet this criteria if and only if they practice in the field of pediatrics, family practice or internal medicine without a sub-specialty, and (ii) "**practice in the Building**" includes any activity related to the practice of medicine conducted in the Building.

(c) The provisions of subsections (a) and (b) above do not apply to, and Landlord may lease space without compliance with subsections (a) and (b) above to, any affiliate or subsidiary (meaning any entity controlled by, under the control of, or under common control with) of Luminis Health, Inc.

39. EFFECTIVE DATE.

This Lease shall become effective upon the parties as of the date hereof.

40. TIME IS OF THE ESSENCE.

Time shall be of the essence in this Lease.

41. EXHIBITS.

Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.

42. FAIR MARKET VALUE; COMPLIANCE WITH LAW.

The parties intend that this Lease falls entirely within the exception for rental of office space, currently found in 42 C.F.R. §411.357(a), as may be amended from time to time. Tenant represents and warrants that the space leased by it does not exceed that which is currently reasonable and necessary for its present and anticipated needs, will be used by Tenant exclusively when being used by Tenant, and that the rental is fair market value.

43. BOOKS AND RECORDS.

Tenant agrees that it shall have no right to access, inspect or review the books and records of Landlord because of the parties' relationship hereunder other than to audit Operating Costs in accordance with the provisions of Section 8(e).

44. HIPAA.

Landlord acknowledges that Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1997 and related regulations ("**HIPAA**"), an may be or become subject to other state or federal privacy or confidentiality laws or regulations (collectively, with HIPAA, "**Confidentiality Requirements**"), and that the Confidentiality Requirements require Tenant to ensure the safety and confidentiality of patient medical records. Landlord further acknowledges that, in order for Tenant to comply with the Confidentiality Requirements, Tenant must restrict access to the portions of the Premises where patient medical records are kept or stored. Landlord hereby agrees, that notwithstanding the rights granted to Landlord pursuant to this Lease, except for an emergency entry into the Premises taken pursuant to this Lease or when accompanied by an authorized representative of Tenant, neither Landlord, not its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Tenant as locations where patient medical records are kept or stored or such other areas required to be secured by Confidentiality Requirements or other applicable laws. Tenant agrees to reasonably safeguard any protected health information from any intentional or unintentional disclosure in violation of the Confidentiality Requirements by implementing appropriate administrative, technical and physical safeguards to protect the privacy of such protected health information. The parties agree that neither the Landlord nor its contractors, subcontractors or agents shall need access to, nor shall they use or disclose, any protected health information of Tenant. The parties agree that the foregoing does not create, and is not intended to create a "business associate" relationship between the parties. Notwithstanding the foregoing, Landlord will provide janitorial services in such prohibited or secured areas pursuant to reasonable rules and regulations imposed by Tenant in connection therewith and subject to Tenant's providing reasonable access thereto.

Landlord and Tenant acknowledge that Tenant, in the first instance, is primarily responsible for maintaining and securing health information in the Premises and that such health information may constitute Protected Health Information ("**PHI**"), as defined by HIPAA. Upon the expiration or sooner termination of the Lease, or if Tenant vacates the Premises, regardless of the reason, and any PHI remain in the Premises: (A) Landlord shall use commercially reasonable

efforts to keep the PHI confidential, and shall abide by any applicable laws, including HIPAA, regulating the release of the PHI or the medical information contained therein; and (B) any PHI remaining in the Premises shall be deemed abandoned by Tenant and may be disposed of by Landlord in accordance with applicable laws, and Tenant shall indemnify, defend, and hold Landlord harmless from any loss, costs, actions, damages or claims, including reasonable legal fees, related to such abandoned PHI.

45. ENVIRONMENTAL LAWS.

Landlord warrants and represents to Tenant that, on the Commencement Date, to Landlord's knowledge, the Premises and Building are in full compliance with all applicable environmental laws, rules, requirements, orders, directives, ordinances and regulations of the United States of America or any state, city or municipal government or lawful authority having jurisdiction over the Premises (collectively, "**Environmental Laws**"). Landlord shall take at its expense all action necessary, including all remediation and cleanup work required by law, to ensure that the Premises and Building comply at all times with Environmental Laws and that the Premises are safe for use and occupancy at all times except that the Tenant shall be required remediate any contamination caused by Tenant, its agent, employees or contractors. Landlord shall defend, indemnify and save Tenant and its directors, officers, agents, employees and contractors harmless from and against all claims, obligations, demands, actions, proceedings, judgments, losses, damages and liabilities, fines, penalties and expenses (including, without limitation, sums paid on settlement of claims, reasonable attorneys' fees and reasonable consultant and expert fees and expenses) that anyone or more of them may sustain in connection with a breach of the foregoing representation. Tenant shall not use the Premises for the generation, use, manufacture, recycling, transportation, treatment, storage, handling, discharge or disposal of any hazardous, toxic or polluting substance or waste (including petroleum or radioactive materials) ("**Hazardous Substances**") in violation of Environmental Laws (as hereinafter defined). Tenant shall not engage in any activity at the Premise which would subject Tenant, Landlord, or the Premises to responsibility or liability under any federal, state or local environmental law, rule, regulation or ordinance, including without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, (42 U.S.C.A. Section 9601 et seq.) ("**CERCLA**"), the Federal Water Pollution Control Act (33 U.S.C.A. Section 1151 et seq.), the Clean Water Act of 1977 (33 U.S.C.A. Section 1251 et seq.) and the regulations promulgated thereunder and as each may be amended from time to time during the Term. Tenant shall defend, indemnify and save Landlord and its directors, officers, agents, employees and contractors harmless from and against all claims, obligations, demands, actions, proceedings, judgments, losses, damages and liabilities, fines, penalties and expenses (including, without limitation, sums paid on settlement of claims, reasonable attorneys' fees and reasonable consultant and expert fees and expenses) that anyone or more of them may sustain in connection with a breach of Tenant's obligations in this Section 45.

Landlord, in addition to its other rights under this Lease, may enter upon the Premises at any time for the purposes of inspecting to determine whether the Premises or the environment have become contaminated with Hazardous Substances. In the event Landlord discovers the existence of any such Hazardous Substance due to fault or other act of Tenant or its agents, employees, invitees or licensees, Tenant shall reimburse Landlord upon demand for the costs of such inspection, sampling and analysis.

46. COUNTERPARTS.

This Lease may be executed in multiple counterparts, each of which it shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures to this Lease which are transmitted by facsimile or other electronic form of transmission shall have the same binding effect as original signatures.

47. EXISTING LEASE FOR THE PREMISES

Landlord and Tenant hereby acknowledge that Landlord and Tenant are parties to those certain leases dated February 15, 2002 (Suite 330), and February 22, 2011 (Suite 340), collectively as amended, for the same area as collectively the Premises (the "**Prior Leases**"), which Prior Leases Landlord and Tenant hereby agree shall terminate on July 31, 2021. Tenant hereby acknowledges that it has been in possession of the Premises prior to the Commencement Date hereof and that said possession will be continuous through said date.

48. SECURITY DEPOSIT.

Landlord has held security deposit from Tenant in the amount of Three Thousand Seven Hundred Six and 56/100 Dollars ($3,706.56) and Landlord returns this security deposit to Tenant simultaneously with the execution hereof.

[**End of Page; Signatures on the Following Page**]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease the day and year first above written.

WITNESS:

Rita C. Jackson

LANDLORD:

PAVILION PARK, INC.,
a Maryland corporation

By: _____ (SEAL)
Name: Bob Reilly
Title: V.P. Treasury Services

WITNESS:

Gene Chadwick

TENANT:

CHESAPEAKE EYE SURGERY CENTER, LLC
a Maryland limited liability company

By: Laura F. Goodrich (SEAL)
Name: Laura F. Goodrich
Title: Dir of Accounting Operations

EXHIBIT A

DEPICTION OF PREMISES

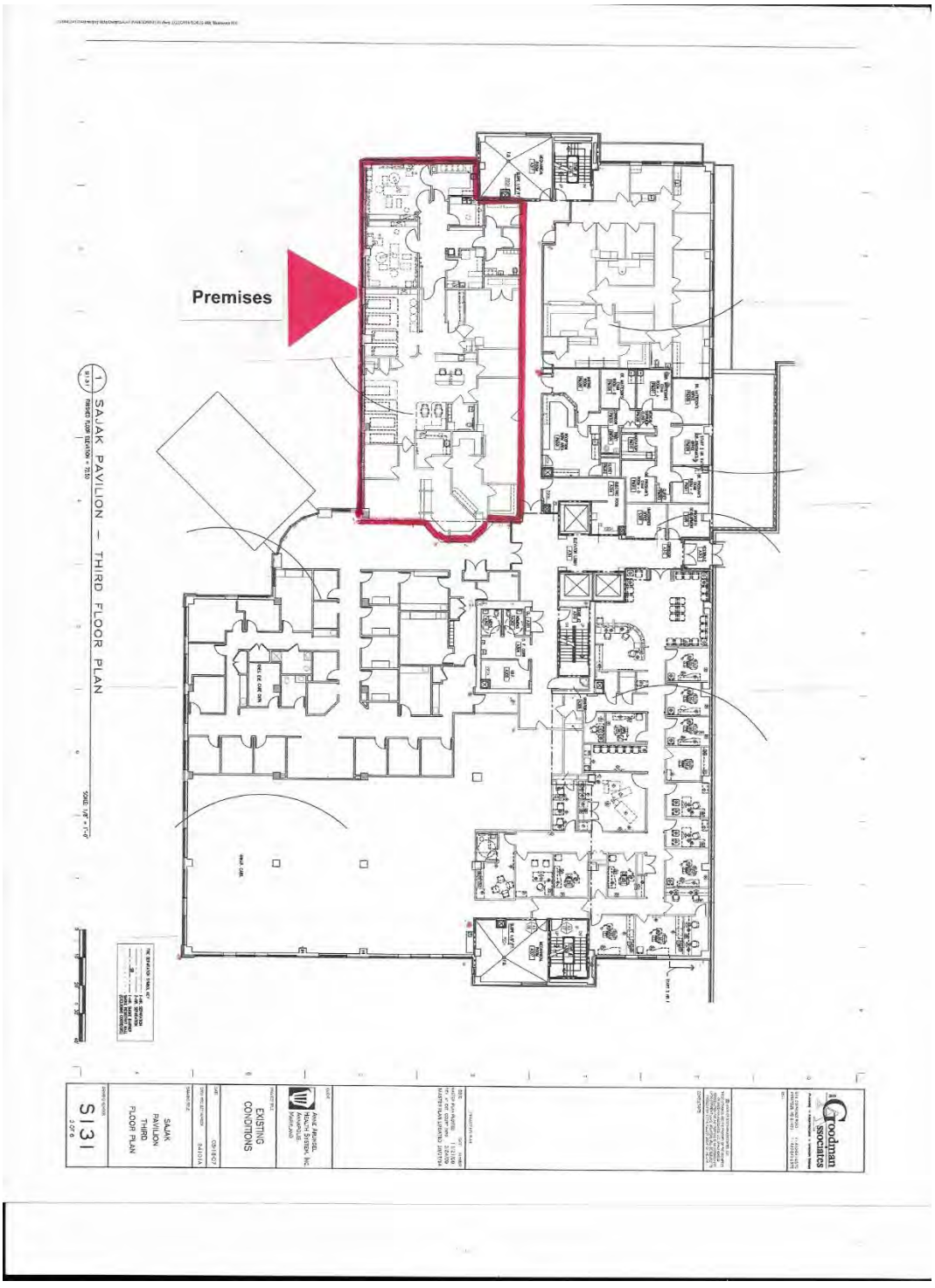


EXHIBIT B

RULES AND REGULATIONS

1. The sidewalks, lobbies, passages, and stairways shall not be obstructed by the Tenant or used by the Tenant for any purpose other than ingress and egress from and to the Tenant's Premises. The Landlord shall in all cases, retain the right to control or prevent access thereto by any person whose presence, in the Landlord's judgment, would be prejudicial to the safety, peace, character or reputation of the Building or of any tenant of the Property.

2. The toilet rooms, water closets, sinks, faucets, plumbing and other service apparatus of any kind shall not be used by the Tenant for any purpose other than those for which they were installed, and no sweepings, rubbish, rags, ashes, chemicals or other refuse or injurious substances shall be placed therein or used in connection therewith by the Tenant, or left by the Tenant in the lobbies, passages, elevators or stairways of the Building.

3. No skylight, window, door or transom of the Building shall be covered or obstructed by the Tenant, and no window shade, blind, curtain, screen, storm window, awning or other material shall be installed or placed on any window or in any window space, except as approved in writing by the Landlord. If the Landlord has installed or hereafter installs any shade, blind or curtain in the Premises, the Tenant shall not remove it without first obtaining the Landlord s written consent thereto.

4. No sign, lettering, insignia, advertisement, notice or other thing shall be inscribed, painted, installed, erected or placed in any portion of the Premises which may be seen from outside the Building, or on any window, window space or other part of the exterior or interior of the Building, unless first approved in writing by the Landlord. Names on suite entrances shall be provided by and only by the Landlord using in each instance, lettering of a design and in a form determined by the Landlord. The Tenant shall not erect any stand, booth or showcase or other article or matter in or upon the Premises and/or the Building without first obtaining the Landlord s written consent thereto.

5. The Tenant shall not place any additional lock upon any door within the Premises or elsewhere upon the Property, and shall surrender all keys for all such locks at the end of the Term. The Landlord shall provide the Tenant with two sets of keys to the Premises when the Tenant assumes possession thereof. Additional sets will be provided at cost to Tenant. Unauthorized locksmiths are not permitted in the Building or on the Premises. In the event that rekeying of the locks is required, Tenant shall contact Landlord who will designate the appropriate vendor.

6. The delivery of towels, ice, water, food beverages, newspapers and other supplies, equipment and furniture will be permitted only under the Landlord's direction and control.

7. The Tenant shall not do or permit to be done anything which obstructs or interferes with the rights of any other tenant of the Property. The Tenant shall not keep anywhere within the Property any matter having an offensive odor, or and kerosene, gasoline, benzene, camphene, nitrogen, oxygen, helium, fuel or other explosive or highly flammable material without first obtaining, in each case, the Landlord's prior written consent thereto.

8. No cooking shall be done or permitted by any tenant on its Premises, except that, the Tenant may install and operate for the convenience of its employees, a lounge or coffee room with a microwave oven, sink, and refrigerator. Toasters, toaster ovens and stoves are not permitted. No tenant shall cause or permit any unusual or objectionable odors to originate from its Premises.

9. The Landlord shall not be responsible to the Tenant for any damage done to any furniture or other property of the Tenant or any other person caused by any person, for any loss sustained by any of the Tenant's employees, or for any loss of property of any kind in or from the Premises, however occurring, unless the loss is solely due to the negligence or intentional act of Landlord. Actions of the agents or employees of any entity which provides services such as janitorial or maintenance shall not be considered the acts of the Landlord. The Tenant shall see each day that the windows are closed and the doors securely locked before leaving the Premises, and that all lights and standard office equipment within the Premises are turned off.

10. If the Tenant desires to install signaling, telegraphic, telephonic, protective alarm or other wires, apparatus or devices within the Premises, the Landlord shall direct where and how they are to be installed and, except as so directed, no installation, boring or cutting shall be permitted. Access systems must meet local jurisdictional requirements and be tested and approved by the Fire Marshal. The Landlord shall have the right (a) but not the obligation to perform the installation itself or choose a contractor to do so, all at the Tenant's expense, (b) to prevent or interrupt the transmission of excessive, dangerous or annoying current of electricity or otherwise into or through the Building or the Premises, (c) to require the changing of wiring connections or layout at the Tenant's expense, to the extent that the Landlord may deem necessary, (d) to require compliance with such reasonable rules as the Landlord may establish relating thereto, and (e) in the event of noncompliance with such requirements or rules immediately to cut wiring or do whatever else it considers necessary to remove the danger, annoyance or electrical interference with apparatus in any part of the Building. Each wire installed by or for the Tenant must be clearly tagged at each distributing board and junction box and elsewhere where required by the Landlord, with the number of the office to which such wire leads and the purpose for which it is used, together with the name of the tenant or other concern, if any operating or using it.

11. A directory will be provided by the Landlord on the lobby of the Building, on which the Tenant's name may be placed.

12. No furniture, package, equipment, supplies or merchandise may be received in the Building, or carried up or down in the stairways, except during such hours as are designated for such purpose by the Landlord, and only after the Tenant gives notice thereof to the Landlord. The Landlord shall have the exclusive right to prescribe the method and manner in which any of the same is brought into or taken out of the Building, and the right to exclude from the Building any heavy furniture, safe or other article which may create a hazard and to require it to be located at a designated place in the Premises. The Tenant shall not place any weight anywhere beyond the safe carrying capacity of the Building. The cost of repairing any damage to the Building or any other part of the Property caused by taking any of the same in or out of the Premises, or any damage caused while it is in the Premises or the rest of the Building, shall be borne by the Tenant.

13. Without the Landlord's prior written consent, (a) nothing shall be fastened to (and no hole shall be drilled, or nail or screw driven into) any wall or partition, except such as

may be reasonably required for the hanging of pictures and similar wall decorations, (b) no wall, or partition shall be painted, papered or otherwise covered or moved in any way or marked or broken, (c) no connection shall be made to any electrical wire for running any fan, motor or other apparatus, device or equipment, (d) no machinery of any kind other than customary small business machinery shall be allowed in the Premises, (e) no switchboard or telephone wiring or equipment shall be placed anywhere other than where designated by the Landlord, and (f) no mechanic shall be allowed to work in or about the Building other than one employed by the Landlord.

14. The Landlord shall have the right, but not the obligation, to close and keep locked all entrance and exit doors of the Building during which Landlord may deem advisable. The Tenant and its employees, agents, associates and invitees, or other persons entering or leaving the Building, at any time when so locked, may be required to sign the building register if one exists; and any person attempting to enter without a pass or other satisfactory identification, may, in the Landlord's sole discretion, be denied access. The Landlord assumes no responsibility and shall not be liable for any injury or damage resulting from the admission of any authorized or unauthorized persons to the Building.

15. Canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate to prevent the same.

16. Tenant shall not exceed the floor load capacities that have been established by Landlord at 250 p.s.f. at slabs on grade and 80 p.s.f for framed floors.

17. No animals of any kind shall be brought into or kept in or about the Building.

18. Open flames, space heaters and/or portable heaters are prohibited on the Premises. Tenant shall be responsible for any damage or loss resulting from the violation of this paragraph 18 or any provision of these Rules and Regulations.

19. The use of any room within the Building as sleeping quarters is strictly prohibited at all times.

20. The Tenant shall keep the windows and doors of the Premises (including those opening on corridors and all doors between rooms entitled to receive heating or air conditioning service and rooms not entitled to receive such service), closed while the heating or air conditioning system is operating, in order to minimize the energy used by, and to conserve the effectiveness of, such systems. The Tenant shall comply with all reasonable Rules and Regulations from time to time promulgated by the Landlord with respect to such systems or their use.

21. No carpet, rug, or other article shall be hung or shaken out of any window or placed in corridors as a door mat, and nothing shall be thrown or allowed to drop by the Tenant, out of the windows or doors, or down the passages or shafts of the Building, and the Tenant shall not sweep or throw, or permit to be thrown from the Premises, any dirt or other substance into any of the corridors, halls, shafts or stairways of the building.

22. Landlord hereby reserves to itself any and all rights not granted to Tenant hereunder, including but not limited to the following rights that are reserved to Landlord for its purpose in operating the Building:

(a) The right to change the name or address of the Building without incurring any liability to Tenant for so doing;

(b) The right to install and maintain a sign or signs on the exterior of the Building;

(c) The exclusive right to use or dispose of the use of the roof of the Building; and

(d) The right to limit the space on the directory of the Building to be allotted to Tenant.

23. Landlord hereby reserves for itself and the lessors under the Ground Lease the right to assign the exclusive right to use of the name of the Building for all purposes, except that Tenant may use the name as its business address and for no other purpose.

24. The Tenant shall take the necessary steps to ensure that all its employees obtain the parking stickers required for parking at the Medical Park, and to ensure that all its employees are parking in the designated "**Staff Parking**" area.

All staff, tenants, employees, principals, physicians, contract and part time workers will be required to adhere to the parking rules & regulations as set forth by Luminis Health, Inc. and enforced by Luminis Health, Inc. Security while parking on the Luminis Health, Inc. campus. The spaces marked "Patient and Visitors Only" are designed to allow patients and visitors the closest and easily accessible parking for their convenience. Any staff parking in non-designated spaces will be subject to towing at their cost and responsibility.

25. Nothing in these Rules and Regulations shall give any tenant any right or claim against the Landlord or any other person if the Landlord does not enforce any of them against any other tenant or person (whether or not the Landlord has the right to enforce them against such tenant or person), and no such nonenforcement with respect to any tenant shall constitute a waiver of the right to enforce them as to the Tenant or any other tenant or person.

26. The Landlord shall have the right to rescind, suspend or modify the Rules and Regulations and to promulgate such other Rules or Regulations as, in the Landlord's judgment, are from time to time needed for the safety, care, maintenance, operation and cleanliness of the Building, or for the preservation of good order therein. Upon the Tenant's having been given notice of the taking of any such action, the Rules and Regulations as so rescinded, suspended, modified or promulgated shall have the same force and effect as if in effect at the time at which this Lease was entered into (except that nothing in the Rules and Regulations shall be deemed in any way to alter or impair any provision of this Lease).

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "**Amendment**") made effective as of this 27th day of April, 2022 (the "**Effective Date**"), by and between PAVILION PARK, INC., a Maryland corporation (hereinafter referred to as "**Landlord**") and CHESAPEAKE EYE SURGERY CENTER, LLC, a Maryland limited liability company (hereinafter referred to as "**Tenant**"), which terms "Landlord" and "Tenant" shall include the successors and assigns of the respective parties.

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Medical Office Building Lease Agreement dated June 10, 2021 (the "**Lease**"), for Suites No. 330 and 340 containing approximately 3,781 rentable square feet on the third floor of the building known as Sajak Pavilion located at 2002 Medical Parkway, Annapolis, Maryland 21401 (the "**Building**"), (as more particularly defined in the Lease, the "**Premises**");

WHEREAS, Landlord and Tenant now desire to modify and extend the Term of the Lease subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, in hand, paid by Tenant to Landlord, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

1. The recitals of this Amendment are incorporated herein by reference.

2. Section 1(c) of the Lease is hereby deleted and replaced with the following in lieu thereof:

(c) Term: One Hundred Twenty (120) months, with two (2) options to renew as described in Section 4(b).

3. The first sentence of Section 14(a) of the Lease is hereby deleted and replaced with the following in lieu thereof:

(a) Required Coverage. In addition to any additional insurance required by Landlord or applicable law from time to time, Tenant will purchase and keep in force at its own expense as long as this Lease remains in effect, (i) general liability insurance with respect to the Premises with companies and in form acceptable to Landlord with initial minimum limits of Two Million Dollars ($2,000,000.00) on account of bodily injuries per occurrence, and Four Million Dollars ($4,000,000.00) on account of bodily injuries aggregate, and (ii) property damage insurance on a replacement cost basis for Tenant's own fixtures, furniture, furnishings and equipment.

4. Miscellaneous.

(A) It is mutually understood and agreed that the Lease shall be and remain in full force and effect, as modified and amended hereby, and Landlord and Tenant, as parties thereto, hereby ratify and affirm the Lease in all respects as amended hereby. Without limitation of the foregoing, Landlord hereby affirms it's granting of the Premises to Tenant, and Tenant hereby affirms its acceptance of the Premises on all of the terms and conditions of the Lease as hereby amended.

(B) If Tenant is not an individual, the person signing this document on behalf of Tenant represents (by such signature) that he or she has been duly authorized by Tenant to execute this document and that such signature creates a binding obligation of Tenant.

(C) Tenant acknowledges that no default exists on the part of Landlord under the Lease as of the date hereof.

(D) In the event of a discrepancy between the Lease and this Amendment, this Amendment shall prevail. If not defined herein, all capitalized terms used in this document shall have the meaning ascribed to them in the Lease unless the context otherwise requires. This Amendment contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement (other than the Lease), arrangement or understanding pertaining to any of such matters shall be effective for any purpose.

(E) No Broker. Tenant represents and warrants to Landlord that it has not dealt with any broker in connection with this Amendment and Tenant does hereby agree to defend, indemnify and hold Landlord harmless of and from any claim of or liability to any broker, finder, or like agent with whom Tenant may have dealt in connection with this transaction. Landlord represents and warrants to Tenant that it has not dealt with any broker in connection with this Amendment and Landlord does hereby agree to defend, indemnify, and hold Tenant harmless of and from any claim of or liability to any broker, finder, or like agent with whom Landlord may have dealt in connection with this transaction.

(F) OFAC. Tenant represents and warrants to Landlord that neither Tenant nor any of its subsidiaries, directors, officers, or employees, nor, to the knowledge of the Tenant, any agent or affiliate or representative of Tenant (i) is the target of any sanctions administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person" (collectively, "**Sanctions**")), (ii) is engaged in activities in violation of Sanctions; or (iii) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering. In the event any of the representations in this Article are determined to be false now or at any time during the Lease Term, Tenant shall be deemed to have committed an incurable default, entitling Landlord, in addition to all other remedies at law or in equity, to immediately terminate the Lease on written notice to Tenant.

(G) Counterparts. This Amendment may be executed in any number of counterparts via facsimile or electronic transmission or otherwise, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(H) To the extent required under applicable law to make this Amendment legally effective, this Amendment shall constitute a deed of lease.

[Signatures to appear on following page]

IN WITNESS WHEREOF, Landlord and Tenant, by their duly authorized representatives, have hereunto set their hands and seal as of the year and day first set forth above, intending this Amendment to constitute an agreement under seal, and intending to be legally bound, hereby execute this Amendment.

WITNESS:

_____

LANDLORD:

PAVILION PARK, INC., a Maryland corporation

By: _____ (SEAL)

Name: Kevin L. Smith

Title: CFO

WITNESS:

_____

TENANT:

CHESAPEAKE EYE SURGERY CENTER, LLC, a Maryland limited liability company

By: _____ (SEAL)

Name: Michael Dunn

Title: CEO

EXHIBIT 13:

TRANSFER AGREEMENT

PATIENT TRANSFER AGREEMENT

HOSPITAL: Anne Arundel Medical Center
Medical Parkway
Annapolis MD 21401

FACILITY: Chesapeake Eye Surgery Center
2002 Medical Parkway Suite 330
Annapolis MD 21401

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

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

1. Subject to the policies and procedures established and agreed upon by both parties, upon recommendation of a physician who is a member of the Medical Staff of the Hospital with admitting privileges, a patient shall be admitted to the Hospital as promptly as possible under the circumstances, subject to the provisions of Paragraph 2a, below.

2. The following provisions shall apply to the transfer of patients:

   a. No patient will be transferred to the Hospital from the Facility unless the patient has actually been seen by the attending physician within six (6) hours prior to the transfer, except in the case of life-endangering emergencies.

   b. Upon receipt of the Physician's order to transfer a patient from the Facility to the Hospital, the Facility will alert the Hospital of the impending transfer, for evaluation of the patient's need for admittance, the patient's health status, and the services needed.

   c. When a patient is to be transferred from the Hospital or from the Facility, the transferring party shall arrange for appropriate and safe transfer, consistent with necessary life support measures and

services, including personnnel and equipment, required to stabilize the patient. The mode of transportation will depend upon the Physicians's order.

d. The transferring party will be responsible for the security of the patient's personal effects and for keeping appropriate records.

e. Once the patient is transferred, the receiving party shall inform the transferring party that the patient meets its admission criteria, relating to appropriate bed, physician, and other services and has been appropriately admitted.

f. The Hospital assumes no liability for the cost of transferring patients to or from the Hospital.

3. The Hospital and the Facility mutually agree to send with each patient, at the time of the transfer, or in the case of emergency, as promptly as possible, an abstract of pertinent treatment without interruption and to provide essential identifying information. The transferrring party shall provide all necessary patient records to the receiving facility to ensure continuity of care for the patient.

4. All bills incurred with respect to services performed by either the Hospital or the Facility for patients referred by the other pursuant to this agreement shall be collected by the facility rendering such services from the patient, third-party insurance coverage, or other sources normally billed by the institution, and neither the Hospital nor the Facility shall have any liability to the other for such charges; provided, however, that the Hospital may bill the Facility directly, and the Facility assumes responsibility for payment to the Hospital, for the reasonable cost of any emergency or out-patient services performed at the request of the Facility by the Hospital for a patient of the Facility, if such services are not payable to the Hospital under the terms of any third-party insurance coverage.

5. The Administrators of the Hospital and the Facility, or their designees, shall have the responsibility to plan and supervise the initial implementation of the terms of this Agreement, recommend practices and procedures under this Agreement, review said practices and procedures under this Agreement, and consider and resolve any problems arising under this Agreement.

6. Any dispute which may arise under this Agreement shall first be discussed directly by the departments of the two institutions that are directly involved. If the dispute cannot be resolved at this level, it shall be referred to the

Administrators of the Hospital and the Facility or their designees for discussion and resolution.

7. The governing bodies of the Hospital and the Facility shall have the exclusive control of the policies, management, assets and affairs of their respective institutions. Neither party assumes any liability, by virtue of this Agreement, for any debts or other obligations of the other party.

8. Nothing in this agreement shall be construed to limit the right of either party hereto to affiliate or contract with any other Hospital or facility while this agreement is in effect.

9. Neither party shall use the name of the other party in any promotional or advertising material without prior consent.

10. This Agreement may be modified or amended from time to time by mutual agreement, and any such modification or amendment shall be reduced to writing, signed by the parties, and shall be attached to and become part of this Agreement.

11. This Agreement shall be in effect from the date of execution and shall be in effect indefinitely, except that either party may withdraw by giving thirty (30) days notice, in writing, to the other party of its intention to withdraw from this Agreement. Withdrawal shall be effective at the expiration of the thirty (30) day notice period. However, if either party shall have its license to operate revoked by the State or become ineligible as a provider of the service under Title 1, Part 1 of Public Law 89-97 (42 U.S.C.S., Sec. 426, et seq.), this Agreement shall terminate on the date such revocation or ineligibility becomes effective.

12. In accordance with the Title 19 Program and in order to maintain a continuity of care for patients in the Health Care Facility, the Hospital agrees to provide Diagnostic Services for the patients of the Facility on an out-patient basis when the services are unavailable in the community laboratories. These services will include, but not be limited to, blood work, x-rays and EKG's, which have been ordered by the attending or consulting physician. The Facility agrees to make the appointments for its patients in the outpatient clinic of the Hospital and will arrange transportation to and from the Hospital.

13. This Agreement is subject to all the requirements of Public Law 89-97 and any regulations issued pursuant thereto, and that where the Agreement is in conflict with the provisions of said law or regulations, this Agreement shall be deemed amended to conform to said law and regulations.

THE PARTIES have executed this AGREEMENT this_____ day of _____, 20____.

ATTEST:

FOR THE HOSPITAL: _____
SIGNATURE

_____
TITLE

ATTEST:

FOR THE FACILITY: _____
SIGNATURE

_____
TITLE

EXHIBIT 14:

PATIENT TRANSFER POLICY

Patient Care Policies

Patient Transfer to Hospital **Policy 2-14**

Policy:

To ensure an organized and safe patient transfer in the event of an unexpected complication in the Surgery Center that needs to be dealt with in a hospital setting.

Procedure:

1. Either the surgeon or anesthesiologist will make the determination that a patient's condition warrants transfer to a hospital. In the event that the patient is under the ongoing care of a primary physician and the current condition is not life-threatening, staff will contact the primary physician to determine whether the patient should be transferred to a hospital or to the physician's office. The ordering physician will determine mode of transport (e.g., ambulance or private car.)

2. In the event of serious emergency, the primary physician will be bypassed, and staff will call 911. Stabilizing intervention will be carried out by the medical staff at the Surgery Center so that the patient will be able to tolerate transfer safely under the particular set of circumstances. For example, for patients in respiratory or cardiac arrest, CPR measures would immediately initiate by the surgeon, anesthesiologist and/or nursing staff and maintained until the emergency unit team intervenes and stabilizes the patient for transfer.

3. In the event of non-emergency ambulance transfer, the staff will call the ambulance service and briefly explain the nature of the problem and what measures are being implemented at the Surgery Center and any special needs or equipment required.

4. Document all interventions and sequence of events in the electronic medical record and complete up to time of transfer. Fill out transfer report form for the admitting hospital.

5. Print the Electronic Medical Record as well as other pertinent patient's records and together with transfer report, give to emergency team for delivery to the hospital along with the patient. Include Advance Directive, if applicable.

6. Assist family/friend through the event by offering support, empathy, explanations, and instructions as to the sequence of events and directions to the hospital, if not riding with the emergency unit.

7. Anesthesiologist/Surgeon or RN will report condition to the ambulance staff and provide documents, transfer sheets, and records. Document transfer on facility records, make a nursing note and ensure that a physician writes a transfer order.

EXHIBIT 15:

SURGERY CENTER LICENSE

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
OFFICE OF HEALTH CARE QUALITY

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

License No.: A1358

Issued to: Chesapeake Eye Surgery
2002 Medical Parkway Suite 330
Annapolis, MD 21401

Type of Facility or Community Program:
FREESTANDING AMBULATORY SURGICAL FACILITY

Date Issued: **July 1, 2018**

SPECIALTIES: Opthalmology, Otolaryngology and Plastic Surgery

Authority to operate in this State is granted to the above entity pursuant to The Health-General Article, Title 19, Subtitle 3B, Annotated Code of Maryland, including all applicable rules and regulations promulgated there under. This document is not transferable.

Expiration: **NON-EXPIRING**

Patricia Tomsko May MD

Executive Director

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

EXHIBIT 16:

AAAHC ACCREDITATION LETTER

AAAHC

ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

ACCREDITATION NOTIFICATION

July 14, 2022

Organization #	23114		
Organization Name	Chesapeake Eye Surgery Center, LLC		
Address	2002 Medical Parkway Suite 330		
City | State | Zip	Annapolis	MD	21401-7901
Decision Recipient	Mrs. Jennifer Knopp		
Survey Date	6/2/2022-6/3/2022	**Type of Survey**	Re-Accreditation
Accreditation Type	Full Accreditation		
Accreditation Term Begins	6/12/2022	**Accreditation Term Expires**	6/11/2025
Accreditation Renewal Code		C2EF95FA23114	

As an ambulatory health care organization that has undergone the AAAHC Accreditation Survey, your organization has demonstrated its substantial compliance with AAAHC Standards. The AAAHC Accreditation Committee recommends your organization for accreditation.

Next Steps

1. Members of your organization should take time to thoroughly review your Survey Report.
   - Any standard rated less than "FC" (Fully Compliant) must be corrected promptly. Subsequent surveys by AAAHC will seek evidence that deficiencies from this survey were addressed without delay.
   - The Summary Table provides an overview of compliance for each chapter applicable to your organization.
2. AAAHC Standards, policies and procedures are reviewed and revised annually. You are invited to participate in the review through the public comment process each fall. Your organization will be notified when the proposed changes are available for review. You may also check the AAAHC website in late summer for details.
3. Accredited organizations are required to maintain operations in compliance with the current AAAHC Standards and policies. Updates are published annually in the AAAHC *Handbooks*. Mid-year updates are announced and posted to the AAAHC website, www.aaahc.org.
4. In order to ensure uninterrupted accreditation, your organization should submit the *Application for Survey* approximately five months prior to the expiration of your term of accreditation. In states for which accreditation is mandated by law, the *Application* should be submitted six months in advance to ensure adequate time for scoping and scheduling the survey.
   NOTE: You will need the Accreditation Renewal Code found in the table at the beginning of this document to submit your renewal application.

Additional Information

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

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

EXHIBIT 17:

NOTICE OF COMPLIANCE WITH HEALTH COMPONENT REQUIREMENTS MHCC

MARYLAND
Department of Health
Larry Hogan, Governor · Boyd K. Rutherford, Lt. Governor · Robert R. Neall, Secretary

Office of Health Care Quality
7120 Samuel Morse Drive, 2nd Floor
Columbia, MD 21046
410.402.8040

April 25, 2019

Ms. Jennifer Knopp, RN, Director of Surgical Services
Chesapeake Eye Surgery Center
2002 Medical Parkway, Suite 330
Annapolis, MD 21401

Re: Acceptable Life Safety Code Plan of Correction

Dear Ms. Knopp:

We have reviewed and accepted the Plan of Correction received on March 25, 2019, as a result of a **LIFE SAFETY CODE** survey completed during a Recertification survey completed at your facility on March 6, 2019.

Please be advised that an unannounced follow-up visit may occur prior to the standard survey to ensure continual compliance.

Please maintain this document on file as proof of an Office of Health Care Quality survey. A request for this document will be handled as a Public Information Request with a response time of up to 30 days. If there are any questions concerning this notice, please contact this Office at 410-402-8040.

Sincerely,

Leon Carlton, Program Coordinator
Ambulatory Care Programs
Office of Health Care Quality

Maryland
DEPARTMENT OF HEALTH

Larry Hogan, Governor · Boyd K. Rutherford, Lt. Governor · Dennis R. Schrader, Secretary

Office of Health Care Quality
7120 Samuel Morse Drive, 2nd Floor
Columbia, MD 21046
410-402-8040

June 23, 2022

Jennifer Knopp, RN, Administrator
Chesapeake Eye Surgery Center Survey
2002 Medical Parkway, Suite 330
Annapolis, MD 21401

RE: NOTICE OF COMPLIANCE WITH HEALTH COMPONENT REQUIREMENTS
COMPONENT REQUIREMENTS

Dear Ms. Knopp:

On June 14 - 15, 2022, a re-certification 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 an Ambulatory Surgery Center participating in the Medicare and/or Medicaid programs.

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
Leon Carlton Program Coordinator
Office of Health Care Quality

cc: File

Maryland
DEPARTMENT OF HEALTH

Larry Hogan, Governor · Boyd K. Rutherford, Lt. Governor · Dennis R. Schrader, Secretary

Office of Health Care Quality
7120 Samuel Morse Drive, 2nd Floor
Columbia, MD 21046
410-402-8040

July 18, 2022

Jennifer Knopp, RN, Administrator
Chesapeake Eye Surgery Center Survey
2002 Medical Parkway, Suite 330
Annapolis, MD 21401

RE: NOTICE OF COMPLIANCE WITH HEALTH COMPONENT REQUIREMENTS
COMPONENT REQUIREMENTS

Dear Ms. Knopp,

On July 12, 2022, a Life Safety re-certification survey was conducted at your facility by the Office of Health Care Quality to determine if your facility was in compliance with the Federal participation requirements for an Ambulatory Surgery Center participating in the Medicare and/or Medicaid programs.

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
Leon Carlton Program Coordinator
Office of Health Care Quality

cc: File

EXHIBIT 18:

CLIA CERTIFICATE OF WAIVER

CENTERS FOR MEDICARE & MEDICAID SERVICES

CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF WAIVER

LABORATORY NAME AND ADDRESS

CHESAPEAKE EYE SURGERY CENTER LLC
2002 MEDICAL PARKWAY STE 330
ANNAPOLIS, MD 21401

CLIA ID NUMBER

21D0998394

EFFECTIVE DATE

04/15/2022

LABORATORY DIRECTOR

MARIA C SCOTT

EXPIRATION DATE

04/14/2024

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

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

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

Monique Spruill

Monique Spruill, Director
Division of Clinical Laboratory Improvement & Quality
Quality & Safety Oversight Group
Center for Clinical Standards and Quality

432 Certs1_031522

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

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

EXHIBIT 19:

ORIGINAL CERTIFICATE OF NEED

MARYLAND HEALTH CARE COMMISSION

Certificate of Need

TO: Maria C. Scott, M.D.
Chesapeake Eye Surgery Center, LLC
2002 Medical Parkway, Suite 330
Annapolis, Maryland 21401

May 19, 2005
(Date)

RE: Chesapeake Eye Surgery Center
Conversion of an existing procedure room into an operating room.

04-02-2149
(Docket No.)

PROJECT DESCRIPTION

The Chesapeake Eye Surgery Center will renovate an existing procedure room to establish a sterile operating room, resulting in two operating rooms and no procedure rooms at the facility. Capital expenditures for the renovation of the procedure room are $191,068. The source of funds is cash provided by Chesapeake Eye Surgery Center. The proposed operating room will be constructed to meet the standards and guidelines for the design and construction of a Class B operating room published by the American Institute of Architects. Construction will be completed within five months of the start of the renovation.

ORDER

The Maryland Health Care Commission has reviewed the Staff Report and Recommendation and, based on Staff's analysis and the record in this review, ordered, on May 19, 2005, that a CON be issued for the project.

Performance Requirements

In accordance with COMAR 10.24.01.12, the project is subject to the following performance requirements:

1. Obligation of not less than 51% of the approved capital expenditure as documented by binding construction contract within **eighteen (18) months** of the date of this Certificate of Need,
2. Initiation of construction within **four (4) months** of the effective date of the binding construction contract; and
3. Documentation that the approved project has been completed and has otherwise met all applicable legal requirements, and that Chesapeake Eye Surgery Center is providing ambulatory surgery services in the new operating room within **eighteen (18) months** of the binding construction contract.

Failure to meet these performance requirements will render the Certificate of Need void, subject to the requirements of COMAR 10.24.01.12.F through I.

Proposed Changes to Approved Project

Before making any changes to the facts in the Certificate of Need application approved by the Commission, Chesapeake Eye Surgery Center must notify the Commission in writing and receive Commission approval of each proposed change, including the obligation of any funds above those approved by the Commission in accordance with COMAR 10.24.01.17.

Submission of Project Drawings to DHMH

Your architect or engineer is required to contact the Plans Review and Approval section of the Department of Health and Mental Hygiene, to ascertain the specific information concerning your project's drawings and specifications that the law requires to be submitted and approved prior to the initiation of construction.

Quarterly Status Reports

Chesapeake Eye Surgery Center must submit quarterly status reports to the Commission, beginning August 19, 2005, three months from the date of Certificate of Need approval, and continuing through the completion of the project.

Request for First Use Review

Chesapeake Eye Surgery Center must request in writing, not less than 60 days but not more than 120 days before the first use of the renovated space, a first use review from the Commission and the Office of Health Care Quality specifying the anticipated date of first use. The Commission will review the request in consultation with the Office of Health Care Quality, in accordance with COMAR 10.24.01.18., to determine whether the project conforms to this Certificate of Need. First use approval remains in effect for 90 days. If the renovated space is not occupied within 90 days of approval, Chesapeake Eye Surgery Center shall reapply for first use review.

EXHIBIT 20:

MARYLAND HCC
ACKNOWLEDGEMENT LETTER

MARYLAND
Health Care
Commission

Andrew N. Pollak, MD, Chairman
Ben Steffen, Executive Director

April 1, 2022

Michael Dunn
Chief Executive Officer
Chesapeake Eye Surgery Center, LLC
2002 Medical Parkway
Sajak Pavilion, Suite 320
Annapolis, Maryland 21401

Re: Chesapeake Eye Surgery Center, LLC
2002 Medical Parkway
Sajak Pavilion, Suite 320
Annapolis, Maryland 21401

Dear Mr. Dunn:

I write in response to your letter of February 22, 2022, which notified the Maryland Health Care Commission of the transfer of ownership of the above-referenced ambulatory surgical center (ASC). The equity of Chesapeake Eye Surgery Center, LLC (CESC) is owned by Chesapeake Eye Care Holdco, LLC. The owners of the ultimate owner of Chesapeake Eye Care Holdco, LLC have negotiated a transaction whereby the equity of Chesapeake Eye Care Intermediary I, LLC (a wholly owned subsidiary of Chesapeake Eye Care Holdco, LLC, and a parent entity of CESC) will be sold to a new entity, Vision Innovation Partners Borrower, LLC. The following information has been provided on this transaction.

1. The name and address of the ASC-P, ASC-1, or ASC-2.

Chesapeake Eye Surgery Center
2002 Medical Parkway
Sajak Pavilion, Suite 320
Annapolis, Maryland 21401

2. The name and address of the person or organization seeking to provide or expand ambulatory surgical services, including street address, phone number, and e-mail address, where the Commission should direct correspondence and requests for additional information.

Michael Dunn
Chief Executive Officer
Chesapeake Eye Surgery Center, LLC
2002 Medical Parkway

Sajak Pavilion, Suite 320
Annapolis, Maryland 21401
410-571-9880
mdunn@vipeyes.com

3. The date anticipated for the transaction.

The parties plan to close the transaction once this determination of coverage has been issued.

4. The number of sterile operating rooms and the number of non-sterile procedure rooms at the ASC.

The facility has two sterile operating rooms and one non-sterile procedure room.

5. A statement attesting that the ASC intends to meet the quality of care and patient safety requirements for State licensure and Medicare certification, including all requirements 5for life and fire safety, infection control, quality assessment and improvement, patient transfer, credentialing, medical record-keeping, and the provision of an estimate of out-of-pocket charges to each patient prior to arrival for surgery. An existing ASC shall provide documentation of State licensure and Medicare certification and certify that it is meeting each of the requirements in this subsection, including the provision of an estimate of out-of-pocket charges for each patient prior to arrival for surgery.

The center stated that it "meets the quality of care and patient safety requirements for State licensure and Medicare certification… The Center is currently licensed by the State of Maryland, is Medicare certified and is accredited by the American Association for Accreditation of Ambulatory Surgery Facilities (AAAASF). The Center will continue to maintain licensure, Medicare certification and AAAASF accreditation."

6. A statement attesting that the ASC will provide volume information on specific types of surgeries over the most recent 12-month period available upon inquiry by prospective patients.

The center attests that "will make available volume information on specific types of surgeries over the most recent 12-month period upon request by prospective patients."

7. The names of all persons, corporate entities, or other organizations with an ownership interest in the ASC and percentage of ownership, and the officers, directors, partners, and owners of those entities or organizations.

See Attachment 1 for detail on persons, corporate entities, or other organizations with an ownership interest in the ASC-2 and on percentage of ownership, and the officers, directors, partners, and owners of those entities or organizations.

8. The names and locations of any other ambulatory surgical facilities, or offices with ambulatory surgical capacity, in which individuals, entities, or organizations listed in response to Item 7 have an interest or other economic relationship, as an officer, director, partner, member, or owner.

Columbia Surgical Institute
6020 Meadowridge Center Drive, Suite H
Elkridge, Maryland 21075

Baltimore Eye Surgical Center
6229 North Charles Avenue
Baltimore, Maryland 21212

Carroll County Eye Surgery Center
410 Malcolm Drive, Suite B
Westminster, Maryland 21157

Maryland Eye Surgery Center
d/b/a The Surgery Center
800 Prince Frederick Boulevard
Prince Fredrick, Maryland 20678

Bergman Eye Surgery Center
d/b/a Physicians Surgery Center
220 Champion Drive, Suite 100
Hagerstown, Maryland 21740

Eyes of York Surgical Center
1880 Kenneth Road, Suite 2
York, Pennsylvania 17408

Surgical Specialty Center of Northeastern Pennsylvania
190 Welles Street
Forty Fort, Pennsylvania 18704

NEI Ambulatory Surgery
204 Mifflin Avenue
Scranton, Pennsylvania 18503

Main Street ASC
1318 Eisenhower Boulevard
Johnstown, Pennsylvania 15904

Pennsylvania Eye Surgery Center
4100 Linglestown Road, Suite B
Harrisburg, Pennsylvania 17112

9. A list of any other ASCs or ambulatory surgical facilities at the same address.

None

10. A list of any contractual relationships to provide ambulatory surgical services between the ASC and other health care facilities, or with health care providers who are not owners or employees of the entity, and who exercise only medical practice privileges at the location.

None

11. The names and specialties of physicians, podiatrists, or other qualified health care practitioners who will perform surgical or other services at the proposed ASC, or who currently COMAR 10.24.11 9 provide services, in the case of an existing ASC seeking to expand surgical capacity, as well as the general types of surgical procedures performed by these practitioners.

Prisaca Diala, M.D.	**Ophthalmology**
Olivia Dryjski, M.D.	**Ophthalmology**
Heather Nesti, M.D.	**Ophthalmology**
Maria Scott, M.D.	**Ophthalmology**
Guarav Srivastava, M.D.	**Ophthalmology**
Orin Zwick, M.D.	**Ophthalmology**

To the extent any of the above listed physicians will be an owner in Vision Innovation Partners Topco, L.P. as reflected on Attachment 1 and referring patients to the Center following the transaction, any health care services provided to such patients either will be personally performed by such physicians or performed under the direct supervision of such physicians, as contemplated by the exception contained in Section 1-302(d)(3) of the Maryland self-referral statute.

12. The specific procedures that will be performed in any sterile operating room and the types of anesthesia that will be used in the sterile operating room, and the specific procedures that will be performed in any non-sterile procedure room and the types of anesthesia that will be used in each non-sterile procedure room.

Operating Room Procedures:

Anterior vitrectomy, limbal approach
Blepharoptosis repair
Brow ptosis repair
Canalicular injury repair
Cataract
Cataract extraction with intraocular lens insertion
Ciliary body destructive procedures
Conjunctival lesion excision
Conjunctival flap
Corneal lesion excision
Descemet's stripping endothelial keratoplasty
Corneal transplant
Dacryocystorhinostomy
Entropion and ectropion surgical repair

Enucleation and evisceration
Enucleation
Eye examination under anesthesia
Eye irrigation
Eyelid blepharoplasty, upper and lower
Eyelid lesion excision involving margin and repair
Eyelid injury repair
Eyelid reconstruction
Indirect ophthalmoscopy with scleral depression
Intraocular lens insertion, secondary
Intraocular lens removal
Intraocular foreign body removal
Lacrimal excretory system intubation
Lacrimal excretory system irrigation
Measurements, including papillary distance, near point of convergence, exophthalmometry, and accommodation
Neuro-ophthalmic disorders
Orbital floor (blowout) fracture repair
Orbital, adnexal and oculoplastic disorders
Penetrating eye injury repair
Pupil dilation
Strabismus correction, surgical
Tarsorrhaphy
Trabeculectomy
Trichiasis correction
Vitreous tap and intravitreal injection

Procedure Room Procedures:
Femtosecond laser assisted cataract procedure
Capsulotomy
Peripheral iridotomy
Selective laser trabeculoplasty

General anesthesia and intravenous conscious sedation will be used in the operating rooms.

Only local anesthesia will be used in the procedure room.

13. An architectural drawing of the entire ASC, showing the functions, dimensions, fixed equipment, and with each room and area clearly labeled. For each connecting corridor,

the drawing shall indicate whether the corridor is restricted or non-restricted and sterile or non-sterile.

An adequate architectural drawing was provided.

14. A detailed description of the physical characteristics of the operating room and any procedure rooms, including the features that determine sterility or non-sterility of the rooms, air handling system specifications, in-line gases, types of surgical equipment, lighting, flooring, the presence of a sink in the room, and other relevant facts.

Operating Room #1:
The room is approximately 250 square feet in size. It has an oxygen tank on a movable caddy. It has impermeable floors, painted walls, and general lighting. It has a ventilation system with HEPA filtration. It has access to the sub-sterile room and the restricted hallway. There are no piped gases, no sink, and no negative pressure system.

Operation Room #2:
The room is approximately 250 square feet. It has an oxygen tank on a movable caddy. It has impermeable floors and operating room lighting. It has a ventilation system with HEPA filtration. It has access to the sub sterile room and the restricted hallway. There are no piped gases.

Procedure Room:
The room is approximately 250 square feet is size. It has painted walls and impermeable floors. It has general lighting. It has a storage closet. It has three humidifier units and a wall mounted split system electric heat pump to maintain temperature. It is accessed from an unrestricted hallway. It does not have piped gases.

15. The estimated total cost of constructing or fitting out the area associated with the provision of the ambulatory surgical procedures, and an identification of the sources of the estimates.

The center stated that there are no capital projects associated with the transaction.

16. The number of recovery beds or chairs provided for the proposed or existing center, which should also be clearly labeled on the architectural drawing.

There are three recovery chairs.

17. A request for determination of coverage, or notification of proposed changes to an existing ASC, must be accompanied by the following statement, signed by the principal owner of the proposed or existing center:

    In the proposed ASC, no more than the requested number of sterile operating rooms will be used as sterile operating rooms, in which surgical procedures are performed. I hereby declare and affirm under the penalties of perjury that the information I have given in this request for a determination of coverage under Certificate of Need law is true and correct to the best of my knowledge and belief.

The referenced statement was signed by Maria Scott, M.D.

Pursuant to Health General-Article, Section 19-114, et seq., and COMAR 10.24.01.05, you are not required to obtain a Certificate of Need to undertake this transaction. You must notify the Commission if any of the facts in this letter are incorrect or if you intend to change any of the stated facts or representations.

Please be advised that the Commission may conduct an onsite inspection to verify that the ambulatory surgical project developed is consistent with the facts and representations made about the project in the determination of coverage request. If you have any questions regarding this letter, please contact Wynee Hawk at (410) 764-5982 (or wynee.hawk1@maryland.gov).

Sincerely,

Ben Steffen,
Executive Director

cc: Nilesh Kalyanaraman, M.D., Health Officer, Anne Arundel County
Wynee Hawk, Chief, Certificate of Need
Sarah Pendley, Assistant Attorney General
Mariama Gondo, Chief, Outpatient Quality Initiative
Leon Carlton, Office of Health Care Quality, MDH

Attachment 1: Proposed Post-Closing Ownership

NAME AND TITLE	OFFICERS/DIRECTORS	PERCENTAGE OWNED
Chesapeake Eye Surgery Center, LLC	• Michael Dunn, Chief Executive Officer • Rosemary Free, Chief Financial Officer • Luke Schroeder, Director • Justin Saks, Director	
Chesapeake Eye Care Company, LLC	• Luke Schroeder, President and Director • Justin Saks, Vice-President and Director	100% of Chesapeake Eye Surgery Center, LLC
Chesapeake Eye Care Intermediary II, LLC	• Luke Schroeder, President and Director • Justin Saks, Vice-President and Director	100% of Chesapeake Eye Care Company, LLC
Chesapeake Eye Care Intermediary I, LLC	• Luke Schroeder, President and Director • Justin Saks, Vice-President and Director	100% of Chesapeake Eye Care Intermediary II, LLC
Vision Innovation Partners Borrower LLC	• Luke Schroeder, President and Director • Justin Saks, Vice-President and Director	100% of Chesapeake Eye Care Intermediary I, LLC
Vision Innovation Partners Guarantor LLC	• Luke Schroeder, President and Director • Justin Saks, Vice-President and Director	100% of Vision Innovation Partners Borrower LLC
Vision Innovation Partners Holdco LLC	• Luke Schroeder, President and Director • Justin Saks, Vice-President and Director	100% of Vision Innovation Partners Guarantor LLC
Vision Innovation Partners Topco, L.P.	• Michael Dunn, Chief Executive Officer • Kevin Blank, Director • Luke Schroeder, Director • Justin Saks, Director • Bill Hughson, Director • Barry Tanner, Director • Bruce Maller, Director • Chris Moore, Director	100% of Vision Innovation Partners Holdco LLC
Investor	Direct/Indirect Ownership of Vision Innovation Partners Topco, L.P.[1]	

Gryphon Partners, VI, LP	32.5%
Gryphon Partners VI-A, LP	42.6%
Teachers Insurance & Annuity Association of America	1.3%
NM Regal, LLC	0.9%
Mike Dunn	0.7%
Rosemary Free	0.3%
Elisa Chadwick	0.3%
Jay Vaughn	0.1%
Laura Goodrich	0.1%
Kerry Gooch	0.1%
Chris Mikesell	0.0%
Duane Sheldon	0.0%
Kara Vittetoe	0.0%
Lauren Kelly	0.0%
Amy Collins	0.0%
Gina Patla	0.0%
Jen Eminizer	0.0%
Jennifer Knopp	0.0%
Robert Harrington	0.0%
Cynthia Beres	0.0%
Brandy Livezey	0.0%
Anna Hayden	0.0%
Andrew Flisher	0.0%
Scott MD, Maria	4.8%
Whitten MD, Mark	1.5%
Nesti MD, Heather	0.8%
Zwick MD, Orin	0.4%
Stern MD, Augustus	1.8%
Chang MD, Sidney	1.5%
Malouf MD, George	0.1%
Malouf MD, Marc	0.1%
LaBorwit MD, Scott	1.0%
Roth DO, Richard	0.8%
Reiser MD, Harvey	0.8%
Kruger MD, Erik	0.8%
Hedaya MD, Joshua	0.8%
Kessler MD, Andrew	0.3%
Weintraub MD, Martin	0.2%
Friedman MD, Robert	0.3%
Barber MD, Wayne	0.3%
Patel OD, Roshni	0.1%
Huzella MD, K. Michelle	0.0%
Lutz MD, Daniel	0.0%
Wanner DO, Jason	0.0%
Doxanas MD, Marcos	0.1%
Visco MD, Denise	0.2%
Benz DO, Jerome	0.1%
Boland MD, Thomas	0.2%
Jordan MD, William	0.2%
Frattali MD, Mary	0.2%
Jordan MD, Christopher	0.2%
Jordan Sr OD, Arthur	0.1%

Jordan MD, Jerome	0.2%
Jordan JR DO, Arthur	0.2%
Peairs MD, Randall	0.2%
Giacometti MD, Joseph	0.1%
Brozetti MD, John	0.1%
Bezek MD, Joel	0.1%
Rajpal MD, Rajesh	0.2%
Feulner MD, Lisa	0.1%
Chotiner MD, Bennett	0.2%
Chotiner MD, Erik	0.2%
Falkenberg MD, Thomas	0.2%
Benjamin DO, Erin	0.0%
William Hughson	0.3%
Bruce Maller	0.2%
Barry Tanner	0.4%
Chris Moore	0.2%
Gryphon Ops	0.3%
GEAB	0.3%
TOTAL	100%

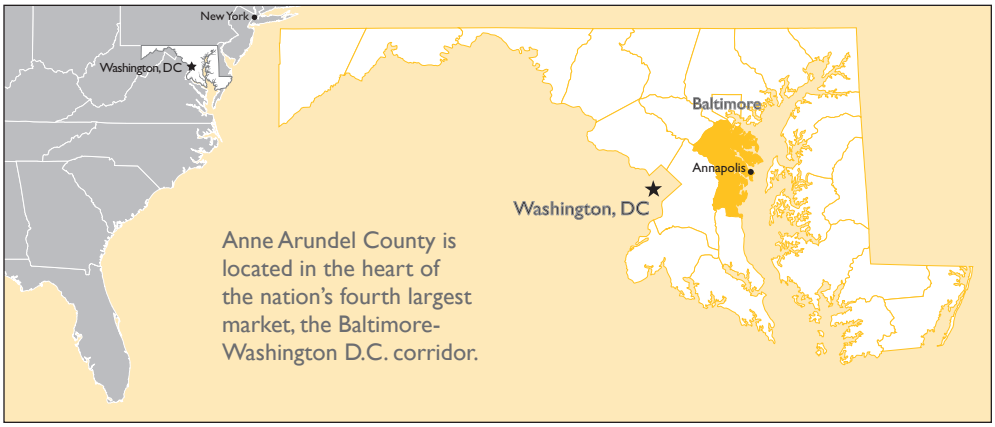
EXHIBIT 21:

BRIEF ECONOMIC FACTS
ANNE ARUNDEL COUNTY

Brief Economic Facts

ANNE ARUNDEL COUNTY, MARYLAND

Anne Arundel County is located in the heart of the nation's fourth largest market, the Baltimore-Washington D.C. corridor. It is home to the state capital, Annapolis, and the U.S. Naval Academy, both major visitor destinations. With over 500 miles of shoreline along the Chesapeake Bay and its tributaries, Anne Arundel combines natural beauty, rural charm, and metropolitan sophistication.



The county's economy is supported by a diverse set of economic drivers such as BWI Marshall Airport, the defense industry, world class private sector employers, and telecommunications, retail, and distribution operations. Its rapidly expanding defense industry is fueled by the presence of multiple federal agencies located at Fort George G. Meade. Ft. Meade is the center for cyber operations in the nation with the presence of U.S. Cyber Command, NSA and DISA.

The county continues to expand its economic base. Wholesaler SpartanNash leased a 363,872 sf space for a food distribution center in Severn. Amazon acquired a six-building in Hanover encompassing 648,173 sf of space. E-commerce startup Whitebox raised $18 million to expand its 365,000 sf of warehouse space operations in Curtis Bay and employs more than 200 people.

Key private sector employers include Booz Allen Hamilton, CSC, Johns Hopkins HealthCare, Northrop Grumman, Collins Aerospace, Southwest Airlines and KeyW. The county's private sector industries generate $34.1 billion in economic output.

LOCATION

Driving distance from Annapolis:	Miles	Kilometers
Atlanta, Georgia	648	1042
Baltimore, Maryland	25	41
Boston, Massachusetts	418	673
Chicago, Illinois	708	1,139
New York, New York	208	334
Philadelphia, Pennsylvania	119	191
Pittsburgh, Pennsylvania	244	393
Richmond, Virginia	129	208
Washington, DC	32	52

CLIMATE AND GEOGRAPHY[1]

Yearly Precipitation (inches)	44.6
Yearly Snowfall (inches)	14.1
Summer Temperature (°F)	76.6
Winter Temperatire (°F)	37.3
Days Below Freezing	71.4
Land Area (square miles)	418.4
Water area (square miles)	71.4
Elevation (ft)	sea level to 300

POPULATION[2,3]

	Anne Arundel County Households	Anne Arundel County Population	Baltimore metro*	Maryland
2010	199,375	537,656	2,594,194	5,773,552
2020	216,500	582,777	2,749,022	6,055,802
2030**	230,325	593,790	2,788,480	6,254,500

*Baltimore City, Anne Arundel, Baltimore, Carroll, Harford, Howard and Queen Anne's counties

**Projections

Selected places population (2010): Glen Burnie 67,639; Severn 44,231; Annapolis 38,394; Severna Park 37,634; Odenton 37,132; Crofton 27,348

POPULATION DISTRIBUTION[2,3] (2020)

Age	Number	Percent
Under 5yrs	35,229	6.1%
5 - 19 yrs	106,150	18.4%
20 - 44 yrs	194,687	33.9%
45 -64 yrs	154,321	26.9%
65 and over	85,034	14.7%
Total	575,421	100.0%
Median Age		38.5 Years

Brief Economic Facts // ANNE ARUNDEL COUNTY, MARYLAND

LABOR AVAILABILITY[3,4,5] (BY PLACE OF RESIDENCE)

Civilian Labor Force (2021 avg.)	County	Labor Mkt. Area*
Total civilian labor force	312,621	1,454,762
Employment	297,777	1,374,796
Unemployment	14,844	79,966
Unemployment rate	4.7%	5.5%
Residents commuting outside the county to work (2016-2020)	Number 93,673	Percent 34.1%
Employment in selected occupations (2016-2020)		
Management, business, science and arts	143,897	49.0%
Service	42,778	14.6%
Sales and office	60,574	20.6%
Production, transp. and material moving	23,707	8.1%

*Baltimore City, Anne Arundel, Baltimore, Carroll, Harford, and Howard Counties

MAJOR EMPLOYERS[6,7] (2020-2021)

Employer	Product/Service	Employment
Ft. George G. Meade*	Military installation	62,680
Northrup Grumman	Defense electronics	9,500
Luminis Health (AAMC)	Medical services	4,900
Southwest Airlines	Airline	4,857
UM Baltimore Washington Medical Center	Medical services	3,328
Live! Casino	Casino, hotel, and conference center	3,000
U.S. Naval Academy/Naval Activity Support	Federal naval education facility & support facilities	3,000
Booz Allen Hamilton, Inc	Strategy management, technology services	2,100
Amazon	Online retailer, distribution	2,000
Anne Arundel Community College	Higher education	1,555
Allegis Group	HQ / technology & administrative placement	1,500
DXC Technologies	IT services	1,230
Raytheon Technologies (Collins Aerospace)	Avionics telecom systems	1,160
Jacobs (KeyW)	HQ / IT services	1,035
Johns Hopkins Healthcare, LLC	Medical services	855
CACI, Inc.	Computer systems design	650
Mitre Corporation	Research & development	630
Verizon Communications MD	Telecommunications	560
Lockheed Martin	Systems engineering software	490
BGE	Utilities	404

Excludes post offices,state and local governments, national retail and national foodservice; includes higher education

*Employee counts for federal and military facilities exclude contractors to the extent possible; embedded contractors may be included

EMPLOYMENT[4] (2020)

Industry	Estab-lishments	Annual Avg. Empl.	Empl. %	Avg. Wkly. Wage
Federal Government	99	13,774	5.40	$1,874
State Government	77	11,906	4.67	1,261
Local Government	161	21,058	8.26	1,124
Private Sector	15,209	208,285	81.67	1,286
Natural resources and mining	29	277	0.11	1,062
Construction	1,763	19,282	7.56	1,389
Manufacturing	331	12,925	5.07	2,331
Trade, Transportation, and utilities	2,981	52,490	20.58	1024
Information	167	1,771	0.69	2,024
Financial activities	1,447	10,515	4.12	1,745
Professional and business services	3,590	44,512	17.45	1,780
Education and health services	1,760	31,849	12.49	1,096
Leisure and hospitality	1,552	26,356	10.33	485
Other Services	1,583	8,306	3.26	980
Total	15,546	255,024	100.0	1,303

Includes civilian employment only

HOURLY WAGE RATES[4] (2021)

Selected Occupations	Median	Entry	Skilled
Accountants	$37.54	$26.44	$46.84
Aerospace engineers	$48.69	$36.95	$62.76
Biological technicians	$23.07	$15.12	$31.03
Bookkeeping/accounting clerks	$25.20	$18.20	$29.16
Computer hardware engineers	$22.55	$14.95	$26.74
Computer systems analysts	$62.10	$42.23	$76.71
Computer user support specialists	$48.56	$31.95	$61.05
Customer service represenatives	$29.26	$19.95	$37.14
Electrical engineers	$17.79	$13.24	$21.47
Electronics engineering technicians	$61.47	$41.16	$69.60
Freight, stock and material movers	$60.27	$44.00	$68.48
Industrial truck operators	$16.52	$13.46	$19.89
Information security analyst	$18.61	$16.45	$23.61
Inspectors, testers, sorters	$61.11	$37.92	$74.92
Machinists	$24.77	$17.51	$34.67
Maintenance workers, machinery	$30.18	$21.43	$35.99
Mechanical Engineers	$17.93	$12.22	$23.99
Network support specialists	$48.31	$36.43	$63.49
Packaging/filling machine operators	$49.22	$35.35	$63.34
Packers and packagers hand	$17.55	$12.52	$18.17
Secretaries	$14.52	$12.64	$17.43
Shipping/receiving clerks	$22.41	$15.67	$26.01
Stock clerks and order fillers	$18.01	$13.64	$22.50
Team assemblers	$14.52	$12.91	$17.94
Telemarketer	$14.13	$11.82	$15.72

Wages are an estimate of what workers might expect to receive in Anne Arundel County and may vary by industry, employer and locality

Brief Economic Facts // ANNE ARUNDEL COUNTY, MARYLAND

SCHOOLS AND COLLEGES[3,8]

Educational Attainment - age 25 & over (2016-2020)

High school graduate or higher	93.2%
Bachelor's degree or higher	43.0%

Public Schools

Number: 81 elementary; 20 middle/comb.; 13 high; 2 career/tech, 2 charter

Enrollment: 83,163

Cost per pupil: $15,317

Students per teacher: 13.8

High school career / tech enrollment: 10,896

High school graduates: 5,439

Nonpublic Schools Number: 114

Higher Education (2020)	Enrollment	Degrees
2-year institution		
Anne Arundel Community College	11,948	2,547
4-year institutions		
St. John's College	453	100
United States Naval Academy	4,495	1,058

TAX RATES[9]

	Prince George's County	Maryland
Corporate Income Tax (2022)	none	8.25%
Base – federal taxable income		
Personal Income Tax (2022)	2.81%	2.0-5.75%
Base – federal adjusted gross income *Graduated rate peaking at 5.75% on taxable income over $300,000		
Sales & Use Tax (2022)	none	6.0%
Exempt – sales for resale; manufacturer's purchase of raw materials; manufacturing machinery and equipment; purchases of materials and equipment used in R&D and testing of finished products; purchases of computer programs for reproduction or incorporation into another computer program for resale		
Real Property Tax (FY 22)	$0.9330	$0.1120
Effective rate per $100 of assessed value In an incorporated area, the county rate will vary and a municipal rate will also apply		
Business Personal Prop. Tax (FY 22)	$2.3340	none
Rate per $100 of depreciated value Exempt – manufacturing and R&D machinery, equipment, materials and supplies; manufacturing, R&D and warehousing inventory In an incorporated area, a municipal rate may also apply; municipal exemptions may be available		

Major Tax Credits Available

Enterprise Zone, Job Creation, More Jobs for Marylanders, R&D, New Jobs, Biotechnology and Cybersecurity Investment, A&E District

INCOME[3] (2015-2019)

	Percent Households		
Distribution	Anne Arundel County.	Maryland	U.S.
Under $25,000	8.00%	12.80%	18.40%
$25,000 - $49,999	12.40%	15.40%	20.60%
$50,000 - $74,999	14.20%	15.20%	17.20%
$75,000 - $99,999	13.50%	13.00%	12.80%
$100,000 - $149,999	22.6%	19.30%	15.60%
$150,000 - $199,999	13.40%	10.80%	7.10%
$200,000 and over	15.90%	13.40%	8.30%
Median household	$103,225	$87,063	$64,994
Average household	$128,322	$114,236	$91,547
Per Capita	$48,125	$43,352	$35,384
Total income (millions)	$27,348	$254,806	$11,201,162

HOUSING[3,10]

Occupied Units (2016-2020) 213,122
(74.3% owner occupied)

Housing Transactions

Units Sold	12,211
Median Selling Price	$418,000

*All multiple listed properties excludes auctions and FSBO

BUSINESS AND INDUSTRIAL PROPERTY[6]

The commercial real estate market consists of more than 70 business parks situated throughout the county with concentration in the BWI Business District, Annapolis, and western Anne Arundel County.

National Business Park - 500-acre property directly across Route 295 from Ft. Meade; 29 bldgs. totaling 3.8 million sf Class A office, SCIF, ATFP, and data center space.

Annapolis Town Center - 2 million sf open-air mixed use center located in Annapolis just off Route 50; 557,000 sf of Retail anchored by Whole Foods and Target, 45,000 sf Class A office space, and 550 luxury multi-family units

Preston Gateway - 113-acre property in Hanover; 4 buildings with approximately 1.1 million sf of Class A warehouse space. Major tenants include Oceaneering Entertainment Systems & Mantech.

Market Profile Data (2019)	Low	High	Average
Land – cost per acre			
Industrial	$200,000	500,000	325,000
Office	$200,000	$600,000	$350,000
Rental Rates – per square foot			
Warehouse / Industrial	$4.25	$8.75	$5.75
Flex / R&D / Technology	$7.00	$13.00	$9.50
Class A Office	$22.00	$37.00	$26.00

Brief Economic Facts // ANNE ARUNDEL COUNTY, MARYLAND

TRANSPORTATION

Highways: East/West – U.S. 50/301, Rt. 32, Rt. 100, I-195, I-695; North/South – I-97, Baltimore-Washington Pkwy. (Rt. 295), Rt. 2; easy access to I-95 and major consumer markets.

Mass Transit: Light rail connects BWI Marshall Airport with Baltimore City and northern Anne Arundel County; a light rail station serves the international pier at BWI; municipal bus service links Baltimore City and Annapolis; private bus operators in northern and western Anne Arundel County.

Rail: CSX Transportation and Norfolk Southern provide freight carriage; Amtrak passenger service and MARC Commuter Rail link BWI Airport with Baltimore and Washington, D.C.

Truck: 160 local and long-distance trucking establishments.

Water: Port of Baltimore, a leading U.S. automobile and breakbulk port; 1,200-acre Foreign-Trade Zone; served by two major railroads; immediate access to major interstate highways; seven public terminals including the state-of-the-art Intermodal Container Transfer Facility; one of only four ports on the East Coast able to accommodate Neo-Panamax ships; 90+ cruise ship departures annually.

Air: Baltimore/Washington International Thurgood Marshall Airport has over 660 U.S. and international flights daily; 395,000 sq. ft. Air Cargo Center; 214-acre Foreign-Trade Zone; longest runway is 10500'; easy access to major highways; passenger rail service by MTA's light rail and Amtrak; bus service throughout central Maryland and the Washington suburbs via MTA, MTA ICC, RTA and WMATA; BayRunner Shuttle to the Eastern Shore and Western Maryland; 24-hour airport shuttle service.

RECREATION AND CULTURE

Maryland Live! Casino at Arundel Mills: 330,000 sf slot, electronic game and table game facility featuring Bobby's Burger Palace, Cheesecake Factory, Phillips Seafood and The Prime Rib; live entertainment venue provided by Rams Head Center Stage; Live! Hotel with 310 rooms/suites and a day spa.

Parks and Recreation: Two state parks, over 120 county parks and nature preserves provide many recreational pursuits; the county also manages 42 miles of bicycle and nature trails; boating and water activities including fishing, crabbing, skiing, sailing, and swimming.

Golf: Numerous public and private golf courses are located throughout the county.

Cultural and Historical: An active art community supports local symphonies, opera companies, theatre groups, and museums; historic buildings and landmarks abound.

Arts & Entertainment District: Annapolis.

Sports: Laurel Park house racing track; U.S. Naval Academy athletic events, particularly football, basketball, and lacrosse, provide sports-watching opportunities.

Events: Renaissance Festival, U.S. Sailboat and Powerboat Shows, 4th of July Fireworks at Annapolis City Dock, Maryland Seafood Festival, and New Year's Annapolis.

UTILITIES

Electricity and Gas: Baltimore Gas and Electric is the principal supplier; customers of investor-owned utilities and major cooperatives may choose their electric and supplier

Water and Sewer: Most heavily populated areas are serviced by public water and sewer

Telecommunications: Verizon Maryland offers Fiber to the Premises (FTTP), Fiber Optic Service (FiOS) and Business Ethernet; Comcast offers Ethernet network services, dedicated internet and private line services; Level 3 Communications offers VPN, Metro Ethernet, voice and video; XO Communications offers voice, data and IP services

GOVERNMENT

County Seat: Annapolis

Government: County executive and seven member county council elected for four-year terms; charter form of government allows for the separation of the executive from the legislative branch; lawmaking powers are vested in an elected legislative body

Steuart L. Pittman, Jr., County Executive 410.222.1821

Lisa Brannigan Rodvien, Chair, County Council 410.222.1401

Website: www.aacounty.org

Bond Rating: AAA (S&P); Aa1 (Moody's); AA+ (Fitch)

Anne Arundel Economic Development Corporation

Jill Seamon, Interim CEO
2660 Riva Road, Suite 200
Annapolis, Maryland 21401
Telephone: 410.222.7410
Email: info@aaedc.org
www.aaedc.org

Sources:

1 National Oceanic and Atmospheric Administration (1981-2010 normals); Maryland Geological Survey
2 American Community Survey
3 U.S. Bureau of the Census
4 Maryland Department of Labor, Office of Workforce Information and Performance
5 U.S. Bureau of Labor Statistics
6 Anne Arundel Economic Development Corporation
7 Maryland Department of Commerce
8 Maryland State Department of Education; Maryland Higher Education Commission
9 Maryland State Department of Assessments and Taxation; Comptroller of the Treasury
10 Maryland Association of Realtors
11 Maryland State Archives; Maryland Association of Counties

EXHIBIT 22:

PATIENT POPULATION ANALYSIS

Patient Population Analysis

Patient Population by Age

	2020	2021	YTD Sep2022
Greater than 90	1.8%	1.5%	1.0%
Between 71 and 90	62.2%	61.7%	59.6%
Between 51 and 70	33.8%	34.5%	36.8%
Between 31 and 50	1.7%	2.1%	2.1%
Between 18 and 30	0.5%	0.2%	0.4%
	100.0%	100.0%	100.0%

Patient Population by Gender

	2020	2021	YTD Sep2022
Male	41.3%	38.7%	37.2%
Female	58.7%	61.2%	62.8%
	100.0%	100.0%	100.0%

Patient Population by Zip Code

2020		2021		YTD Sep2022	
21401	13.46%	21401	13.82%	21401	14.43%
21403	8.61%	21403	8.71%	21403	9.49%
21037	5.77%	21037	5.57%	21037	4.94%
21409	4.24%	21409	4.06%	21409	4.40%
21012	3.63%	21012	3.44%	21012	3.74%
21146	3.48%	21146	3.16%	21114	3.57%
21114	2.81%	21114	2.65%	21146	3.32%
21113	2.32%	21032	2.11%	21666	2.46%
21666	2.11%	20715	2.07%	21035	2.29%
21122	2.05%	21666	2.07%	21054	2.26%
21035	1.95%	21035	1.83%	21113	2.00%
21619	1.83%	21054	1.77%	21122	1.94%
21032	1.80%	21619	1.75%	21108	1.69%
21054	1.62%	21113	1.67%	20715	1.63%
21108	1.56%	21108	1.57%	20711	1.46%
20715	1.50%	21122	1.43%	21032	1.46%
21617	1.47%	21617	1.41%	21619	1.43%
20639	1.40%	20736	1.31%	20639	1.23%
20736	1.37%	20639	1.29%	20736	1.09%
20711	1.19%	21601	1.27%	20754	1.06%
21140	1.16%	21140	1.21%	21140	0.97%
20764	1.13%	20754	1.17%	20764	0.89%
21061	0.98%	20711	1.15%	20776	0.86%
20716	0.85%	20764	1.13%	20774	0.83%
20776	0.85%	20774	1.05%	20721	0.77%
21601	0.85%	21144	1.01%	21617	0.77%
20732	0.82%	20776	0.91%	20733	0.69%
21638	0.79%	20716	0.80%	21601	0.69%

Patient Population by Zip Code (cont'd)

2020		2021		YTD Sep2022	
20678	0.73%	20678	0.78%	20732	0.66%
20657	0.70%	20732	0.74%	20714	0.63%
20721	0.67%	20733	0.74%	21060	0.63%
20733	0.64%	21061	0.74%	20678	0.60%
20774	0.64%	20720	0.72%	21144	0.60%
20754	0.61%	21060	0.68%	21620	0.60%
21144	0.58%	20657	0.64%	20751	0.57%
21405	0.58%	21658	0.64%	20772	0.54%
20685	0.55%	20772	0.62%	21638	0.54%
20714	0.55%	21638	0.60%	20720	0.49%
20751	0.52%	20721	0.58%	21061	0.49%
21060	0.52%	21620	0.58%	20716	0.46%
21620	0.52%	20688	0.54%	21658	0.46%
20772	0.49%	20650	0.52%	20653	0.43%
21658	0.49%	20636	0.50%	20778	0.43%
20653	0.46%	20735	0.48%	20779	0.43%
20735	0.46%	20751	0.48%	20657	0.40%
20720	0.40%	20778	0.48%	20659	0.40%
20646	0.37%	20714	0.44%	20743	0.37%
20619	0.34%	20619	0.38%	20619	0.34%
20637	0.34%	20646	0.38%	20636	0.34%
21663	0.34%	20653	0.38%	20646	0.31%
21660	0.31%	20758	0.38%	20744	0.31%
20676	0.27%	20601	0.36%	21629	0.31%
21811	0.27%	20659	0.36%	20601	0.29%
20613	0.24%	20685	0.32%	20603	0.29%
20636	0.24%	21811	0.32%	20613	0.29%
20659	0.24%	20706	0.28%	20688	0.29%