



UPDATED APRIL 2024

AMBULATORY SURGICAL FACILITY

APPLICATION FOR CERTIFICATE OF NEED (CON)

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

Required Format:

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

- **Responses to PARTS I, II, III, and IV of this application form**

Responses to PART IV must include responses to the Review Criteria listed at COMAR 10.24.01.08G. The first Review Criteria requires the Applicant to respond to all applicable standards in the State Health Plan chapter, COMAR 10.24.11.

- **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 four (4) hard copies of the application to:

Health Care 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. 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.

PDFs, Microsoft Word files, and spreadsheets should be submitted to mhcc.confilings@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.

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PART I - PROJECT IDENTIFICATION AND GENERAL INFORMATION

1. FACILITY

Name of Facility: SurgCenter at National Harbor, LLC d/b/a Harborside Surgery Center

Address:

251 National Harbor Boulevard,
Suite 200 Oxon Hill 20745 Prince George's

Street City Zip County

2. NAME OF OWNER SurgCenter at National Harbor, LLC d/b/a Harborside Surgery Center

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 and any related parent entities. Attach a chart that completely delineates this ownership structure.

Owner	Ownership Share (%)
M2 Orthopedic Partners Holdings, LLC*	51.0
Andrew Wolff, M.D.	6.72
Sameer Nagda, M.D.	5.13

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

Not Applicable. There is no co-applicant.

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

Address:

Street				
	City	Zip	State	County
Telephone:				

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

None. Applicant is licensee.

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	<input type="checkbox"/>	
B.	Corporation		
	(1) Non-profit	<input type="checkbox"/>	
	(2) For-profit	<input checked="" type="checkbox"/>	
	(3) Close	<input type="checkbox"/>	State & Date of Incorporation <input type="text"/>
C.	Partnership		
	General	<input type="checkbox"/>	
	Limited	<input type="checkbox"/>	
	Limited Liability Partnership	<input type="checkbox"/>	
	Limited Liability Limited Partnership	<input type="checkbox"/>	
	Other (Specify):		
D.	Limited Liability Company	<input checked="" type="checkbox"/>	
E.	Other (Specify):		

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

A. Lead or primary contact:

Name and Title: Sandra Gateau, RN Administrator

Company Name Harborside Surgery Center

Mailing Address:

251 National Harbor Boulevard, Suite 200
Street

Oxon Hill
City

MD
State20745
Zip

Telephone: 240-493-6110

E-mail Address (required): sgateau@harborsidesurgcenter.com

Fax:

If company name is different than applicant briefly describe the relationship

B. Additional or alternate contact:

Name and Title:

Jane Falk, RN
SVP Clinical Operations and
Programs

Company Name

M2 Orthopedics

Mailing Address:

5324 2nd Street

Boulder

CO

80304

Street

City

State

Zip

Telephone: 816-560-8645

E-mail Address (required): jfalk@m2orthopartners.com

Fax:

If company name is different than applicant briefly describe the relationship

M2 Orthopedic Partners is the majority owner of the Harborside Surgery Center

7. NAME OF THE OWNER OF THE REAL PROPERTY and Improvements (if different from the licensee or proposed licensee)

Legal Name of the Owner of the Real Property
SP V National Harbor 1, LLC

Address:

251 National Harbor Blvd	Oxon Hill	MD	20745
Street	City	State	Zip

Telephone:

8. If a management company or companies is or will be involved in the clinical or financial management of the facility or will provide oversight of any construction or renovations proposed as part of this APPLICATION, identify each company or individual that will provide the services and describe the services that will be provided. Identify any ownership relationship between the management company and the owner of the facility, bed rights, and/or the real property or any related entity.

Name of Management Company

Address:

Street	City	State	Zip	County
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Telephone:

***Please provide a chart showing the breakdown of ownership that includes the owners of the real property, and operations. Please include the management company if applicable.**

9. 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 hospital making a capital expenditure, as defined in Health-General Article, §19-120(k), Annotated Code of Maryland, and in this chapter, that exceeds the hospital capital threshold, including a capital expenditure: ☐
 - (a) For the relocation of an existing health care facility owned or controlled by a merged asset system, except as provided in Regulation .03E of this chapter; and
 - (b) By a relocated health care facility to permit the facility to offer a new health care service for which CON is otherwise required.

10. 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

Harborside Surgery Center ('Harborside') is currently licensed by the State of Maryland as an ASC-2 with two operating rooms and three procedure rooms. Harborside proposes to operate the center as an ambulatory surgical facility ('ASF') with three total operating rooms and two procedure rooms through the conversion of one procedure room to an operating room.

The proposed project involves the conversion of the procedure room labeled 235 and occupying 524 square feet to an operating room. As noted in the Determination of Coverage (DOC) letter issued by the Commission dated February 17, 2023, and in the subsequent DOC letter dated July 10, 2023, this procedure room was built and equipped in a manner consistent with an operating room, in anticipation of its future conversion to an operating room. This room is currently utilized solely as a procedure room according to the definition found in

COMAR 10.24.11.07B(30).

The Operating Room specifications built into the procedure room include:

- The flooring is poured epoxy.
- The ventilation system includes laminar air flow and a Clean Suite air filtration system.
- The ceiling is solid hard cap.
- There is no sink in the room.
- The room is fully equipped with table, booms, and an anesthesia machine.
- All required medical gases are present.

These characteristics make it suitable for use as an operating room.

The procedure room opens to a cross corridor separated by double doors from the sterile corridor and an additional set of double doors to the nonsterile pre- and post-operative areas.

(2) Rationale for the project

Background

Harborside Surgery Center has experienced a 36% increase in total facility volume since relocating to our new location at 251 National Harbor Blvd. on February 21, 2023. We are seeing an increase in surgical volume across all specialties; however, we are seeing a significant increase in Total Joint Arthroplasty. We are performing approximately 1,200 total joint arthroplasties (“TJAs”) annually and have experienced a 186% increase in TJA procedures performed from 2022 to 2023. Additionally, the facility OR utilization has been > 100% in 2022 and 2023 and is projected to be 122.4% in 2024. Projections and affidavits demonstrate the surgeons have current patient volume and request to bring additional patients to Harborside Surgery Center.

Harborside continues to see an increase in total joint arthroplasty cases. These patients have longer surgery times and longer post operative times. It is imperative to complete these cases by 3:30 in the afternoon to ensure adequate time for their recovery period. Recovery consists of appropriate recovery from anesthesia but also includes physical therapy, pain management and patient education. Patients need to be discharged to home at a reasonable time of day to ensure a safe transition to home and if additional community services are needed, we have allowed for time when services are still available to our patients.

The addition of the third Operating Room will allow us to provide needed services to patients and surgeons requesting surgeries be performed at Harborside

Surgery Center.

Why it Matters

Total Knee Arthroplasties have been performed in ambulatory surgery facilities for more than 10 years. In 2020, CMS moved total hip arthroplasties from the inpatient only list to the ASC-CPL lists and in 2023 CMS moved total shoulder arthroplasty from the inpatient only list to the ASC-CPL list. The demand for high performing ASC's with demonstrated ability to safely care for higher acuity surgical cases continues to rise and become not only accepted but preferred by payors including Medicare.

According to the American Joint Replacement Registry 2023 Annual Report ¹ there are now 42,228 TJA procedural cases reported by ASCs annually, an 84% increase from the year prior. Ambulatory surgery facilities are increasing becoming the site of choice by patients, payors and surgeons for more complex cases due to the lower cost to the patient, decrease infection rates, and enhanced technology that allow patient to be up and moving faster. This transition has been shown to increase patient satisfaction, decrease 30-day readmission rates, decrease infection rates and decrease post-acute care stays in SNF's and rehabs.

Harborside needs to respond to our current utilization needs and growing demand for services for our surgeon and patient populations. We built the current facility anticipating these trends and outcomes so we would be able to quickly respond to the demand with minimal cost and disruption to current operations.

(3) Cost

The total cost of the proposed project is expected to be \$247,985, as follows:

Construction/Contingency:	\$138,260
Architect/Engineering/Permits	\$9,725
CON Preparation	<u>\$100,000</u>
Total Project Cost	<u>\$247,985</u>

¹ AAOS American Joint Replacement Registry 2023 Annual Report

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.

(1) Construction, renovation, and demolition plans

The project is a renovation project of procedure room 235 and the sterile corridor. Utilizing plans that were submitted to and approved by the Commission through our Determination of Coverage, February 17, 2023, we have provided drawings that outline the work.

A2.10 on the plans delineates the current demarcation of the current red line defining the sterile corridor. It also delineates Procedure room 235 which will be converted to OR 3. A2.10 further describes post renovation the new demarcation of the new sterile corridor once the doors are moved and the floor repair work is complete.

Plans submitted provide architectural modifications, mechanical modification, electrical modifications, and plumbing. The work is detailed below.

(3) Changes in square footage of departments and units

- None

(4) Physical plant or location changes

Below is outlined the necessary requirements to update Procedure Room 235 to an Operating Room.

- Architectural Modifications:

- i. Removal of Existing Door 288

1. Patch, repair, and infill partition.
2. Install Wall Protection Panels in Procedure Room 235
3. Patch and Repair Integral Poured Epoxy Base

- ii. Add New Door and Door Hardware to Procedure 235:

1. Door Frame is prepared in the current wall space with a knockout panel.
2. Removal of Cross Corridor 236

<ul style="list-style-type: none"> iii. Patch and Repair Poured Epoxy Flooring iv. Patch and Repair Acoustical Panel Ceiling. v. Move Signage to define restricted area to Door 231 • Mechanical Modifications: <ul style="list-style-type: none"> i. Relocation of Differential Pressure Sensor and Differential Pressure Monitor from Existing Door 288 to new Door. • Electrical Modifications: <ul style="list-style-type: none"> i. Relocation of light switches in Corridor 236 to accommodate new door location. ii. Relocation of 2 GFI Outlets and 1 NEMA Outlet • Plumbing: <ul style="list-style-type: none"> i. Required Medical Gas is plumbed to existing Procedure Room Clean Suite. 	
(5)	Changes to affected services following completion of the project None
(5)	Outline the project schedule.
<div style="border: 1px solid black; padding: 5px;"> <p>The project is planned to take 4 weeks in total with work being performed on Saturday and Sundays from 6-2:30. Upon CON approval, the construction contract will be signed within 30 days of receipt. Work is intended to start within 2 months of signed contract.</p> </div>	

11. 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	3	(1)	2

12. 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.

Response:

No community-based services are or will be offered at the facility.

13. REQUIRED APPROVALS AND SITE CONTROL

- A. Site size: 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 ☐ (If NO, describe below the current status and timetable for receiving each of the necessary approvals.)

All prior approvals were obtained during previous development.

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

- (1) Owned by: SP V National Harbor 1, LLC
- (2) Options to purchase held by: _____
Please provide a copy of the purchase option as an attachment.
- (3) Land Lease held by: _____
Please provide a copy of the land lease as an attachment.
- (4) Option to lease held by: _____
Please provide a copy of the option to lease as an attachment.
- (5) Other: Lease
Explain and provide legal documents as an attachment.

SurgCenter at National Harbor, LLC, leases the premises from SP V National Harbor I, LLC.

A copy of the Lease Agreement By and Between SP V National Harbor I, LLC, as Lessor, and SurgCenter at National Harbor, LLC, as Lessee, at The Medical Pavilion at National Harbor I is provided as Attachment 1 to this application.

14. PROJECT IMPLEMENTATION SCHEDULE (COMAR 10.24.01.12A)

In completing this section, please note applicable obligation deadlines set forth in Commission regulations, COMAR 10.24.01.12. Ensure that the information presented reflects information presented in Application Item 10 (Project Description).

Project Implementation Schedule

An application for a CON or other Commission approval shall propose a schedule for implementation of the project in accordance with COMAR 10.24.01.12A(1) that specifies the estimated time for, at a minimum, the following project implementation steps: Obligation of Capital Expenditure, Beginning Construction, Complete Construction and Full Operation.

In developing the schedule, please note that COMAR 10.24.01.12C requires a holder to obligate at least 51 percent of the approved capital expenditure for a project involving building construction, renovation, or both, as documented by a binding construction contract or equipment purchase order, within the following specified time periods:

- (a) An approved new hospital has up to 36 months;
- (b) A project involving an approved new non-hospital health care facility or involving a building addition or replacement of building space of a health care facility has up to 24 months;
- (c) A project limited to renovation of existing building space of a health care facility has up to 18 months; and
- (d) A project that does not involve construction or renovation shall document that the approved project is complete and operational within 18 months.

In a multiphase plan of construction with more than one construction contract approved for an existing health care facility, a holder has:

- (a) Up to 12 months after approval to obligate 51 percent of the capital expenditure for the first phase of construction; and
- (b) Up to 12 months after completion of the immediately preceding phase of construction to obligate 51 percent of the capital expenditure for any subsequent approved phase.

Response:

The construction contract will be signed within 30 days of upon receipt of approval for Certificate of Need.

Construction will begin within 2 months of signing the construction contract to allow for orchestration by contractor to assign a team to perform the work and order needed supplies.

Duration of project is expected to not exceed 4 weeks, with work being performed on Saturdays and Sundays.

Upon completion of construction and completion of regulatory filings, the Operating Room will be put into immediate use following all regulatory approvals due to our current utilization.

15. 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 bathrooms, 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:

Project Drawings are provided in Attachment 2.

16. FEATURES OF PROJECT CONSTRUCTION

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

Table C – Construction Characteristics is provided in Attachment 3. Table D is not applicable according to Section .05(B)(7).

- 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.

Harborside currently operates an ASC-2. The proposed project will be in the same facility, and all necessary utilities are already available.

PART II - PROJECT BUDGET

Complete Table E of the Hospital CON Application Package

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

Response:

Table E - Project Budget is provided in Attachment 4.

**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.

Owner	Ownership Share (%)
M2 Orthopedic Partners Holdings, LLC	51.0
Andrew Wolff, M.D.	6.72
Sameer Nagda, M.D.	5.13
Kevin Fricka, M.D.	4.73
Ben Kittredge, M.D.	4.73
George Branche III, M.D.	4.35
William G. Hamilton, M.D.	4.35
Michael Nathan, M.D.	3.16
Robert Sershon, M.D.	2.80
Nitin Goyal, M.D.	2.37
David Weintritt, M.D.	1.99
Steven Saddler, M.D.	1.97
Cassie Root, M.D.	1.58
Corey Wallach, M.D.	1.58
Rikesh Gandhi, M.D.	1.32
Nigel Azer, M.D.	1.02
G. Anderson Engh, M.D.	0.51
Craig McAsey, M.D.	0.51
Jeffrey Lovallo, M.D.	0.18

2. Are the applicant, owners, or the responsible persons listed in response to Part 1, questions 2, 3, 4, 7, and 8 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.

Physician	Facility	City/State
George Branche III, M.D.	Fairfax Surgical Center	Fairfax, Virginia
Michael Nathan, M.D.	Fairfax Surgical Center	Fairfax, Virginia
Ben Kitteridge, M.D.	Inova Franconia Springfield Surgery Center OrthoVirginia Herndon	Alexandria, Virginia Herndon, Virginia
Andrew Wolff, M.D.	Massachusetts Avenue Surgery Center	Bethesda, Maryland

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 8, 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.

05/28/2024

Date
Official



Signature of Owner or Board-designated

Managing Member

Position/Title

P. Marshall Maran

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 10.24.01.08G(3), listed below.

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

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

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

Every applicant must address each applicable standard from COMAR 10.24.11: State Health Plan for Facilities and Services: General Surgical Services.²

Please provide a direct, concise response explaining the project's consistency with each standard. In cases where demonstrating compliance with a standard requires the provision of specific documentation, please include the documentation as a part of 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 covered by COMAR 10.24.11: State Health Plan for Facilities and Services: General Surgical Services shall address and document its compliance with each of the following general standards as part of its application.

Standard .05(A) (1) Information Regarding Charges and Network Participation.

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

(a) Each ambulatory surgery center, ambulatory surgical facility, and 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.

²Copies of all applicable State Health Plan chapter are available on the Commission's web site at <https://mhcc.maryland.gov/mhcc/pages/home/regulations/regulations.aspx>

Response:

Harborside maintains a list of charges that is routinely updated. It currently makes available to the general public, upon inquiry, information concerning charges for the full range of surgical services provided as required by applicable regulations or law.

(b) Each ambulatory surgery center, ambulatory surgical facility, and general hospital shall provide to the public, upon inquiry or as required by applicable regulations, the names of the health carrier networks in which it currently participates.

Response:

Harborside participates in the health carrier networks listed in the following table.

Harborside Surgery Center Contracted Carriers	
Blue Cross Blue Shield	Tricare
Medicare	Aetna
Cigna	United HealthCare
Humana	

Harborside will provide to the public, upon inquiry or as required by applicable regulations, the names of the health carrier networks in which it participates.

(c) Each ambulatory surgery center, ambulatory surgical facility, and general hospital shall provide to the public, upon inquiry, the names of the health carrier networks in which each surgeon and other health care practitioner that provides services at the facility currently participates.

Response:

Harborside participates in the health carrier networks listed in the table included in the response to criterion (c) above. Harborside will provide to the public, upon inquiry, the names of the health carrier networks in which each surgeon and other health care practitioner that provides services at Harborside participates.

(d) 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:

Harborside is not aware of any complaints filed with the Consumer Protection Division in the Office of the Attorney General of Maryland or to the Maryland Insurance Administration regarding its current operations.

(e) Providing a patient with an estimate of out-of-pocket charges prior to arrival for surgery shall be a condition of any CON issued by the Commission.

Response:

Harborside provides all patients with an out-of-pocket estimate of charges prior to arrival at the surgery center. A page from the Harborside brochure included in pre-surgery material given to each patient is included in Attachment 5. Harborside will continue to provide patients with this information when it has been issued a CON to operate as an ASF.

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

Each hospital, ambulatory surgical facility, and ambulatory surgery center shall provide to the public upon inquiry information concerning the volume of specific surgical procedures performed at the location. A hospital, ambulatory surgical facility, or ASC shall provide the requested information on surgical procedure volume for the most recent 12 months available, updated at least annually.

Response:

Harborside will provide, upon inquiry, information concerning the volume of specific surgical procedures it has performed over the most recent 12 months available, updated at least annually.

Standard .05(A) (3) Charity Care and Financial Assistance Policy. (See ADDENDUM A: ADDRESSING THE CHARITY CARE STANDARD, attached.)

Each hospital and ambulatory surgical facility shall have a written policy for the provision of charity care and financial assistance regarding free and reduced-cost care to uninsured, underinsured, or indigent patients and shall provide ambulatory surgical services on a charitable basis to qualified persons consistent with the policy. The policy shall include, as applicable below, at a minimum:

(a) Determination of Eligibility for Charity Care or Financial Assistance. Within two business days following a patient's request for charity care services, application for medical assistance, or both, the hospital or ambulatory surgical facility shall make a determination of probable eligibility and notify the patient of that determination.

Response:

Harborside has in place a Medical Financial Assistance (MFA) program that helps qualified

patients pay for care provided at Harborside. A copy of Section 2, Charity Care and Financial Assistance Policy, of Harborside's Policy and Procedure Manual is provided in Attachment 6. The Charity Care and Financial Assistance Policy describes in detail the criteria for eligibility, how information about the MFA program is disseminated to the public, and the process for approval of an application.

A patient, who is aware of Harborside's MFA policy, may express directly or through a referral source that the patient might need financial assistance to pay for a procedure offered by Harborside. At this point a surgical coordinator, based on the patient's verbally expressed need for financial assistance, whether the need is based on insufficient personal financial resources or a lack of medical insurance, will ensure that the patient receives an application for MFA, the patient will receive assistance with the completion and processing of the application.

A patient's eligibility for financial assistance is based on whether the patient's family income falls within two bands:

1. A patient whose family income falls below 100 percent of the current poverty level, has no health insurance, and is not eligible for a public program providing for medical expenses will be eligible for services at no charge.
2. A patient whose family income exceeds 100 percent of the federal poverty guideline but is less than 200 percent of the federal poverty guideline will be eligible to receive services at a discounted charge, based on a sliding scale of discounts determined by family income bands within the 100 – 200 percent range.

The patient's income may be derived from a number of sources, including employment, pension, self-employment, social security or supplement, investments, and spousal or child support. A list of potential sources of income, together with the documentary evidence of such income is shown in the Financial Assistance (MFA) Program application in Attachment 7. In such instances that a patient can demonstrate no income, written attestation and explanation would be sufficient evidence.

Within two business days after the initial request the surgical coordinator will provide the patient with a probable determination of eligibility based on a preliminary review of the application. Upon receipt of the supporting documentation, a Harborside representative will submit the application and required evidence to the business office for final determination. The conclusion will be conveyed to the patient telephonically or electronically or by other means, as agreed at the time the application was submitted.

(b) Notice of Charity Care Policy and Financial Assistance Policy. Public notice and information regarding the hospital or ambulatory surgical facility's charity care policy shall be disseminated, on an annual basis, through methods designed to best reach the facility's service area population 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. This notice shall include general information about who qualifies and how to obtain a copy of the policy or may include a posted copy of the policy. 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:

Harborside's Charity Care and Financial Assistance Policy, described in the preceding response and included in Attachment 6 includes a Plan for Achieving Charity Care Goals (paragraph 8.b) that states

Annually, Harborside will publish information about its Charity Care and Financial Assistance Policy, in English and Spanish, on its website, post information and place fliers in provider offices and post within waiting rooms,

An example of such public notice is provided in Attachment 8, Notice of Charity Care and Financial Assistance.

Harborside has included within its Charity Care and Financial Assistance Policy a plan for monitoring the success of the program. As stated, (paragraph 8.a)

Annually, a representative from Harborside will meet with surgeons, practice leaders, nurse coordinators of practice to reinforce the program, policy, and commitment, provide written materials for dissemination to patients and answer questions about the patient enrollment.

The feedback obtained from the annual reviews will help to measure the effectiveness of the communication program and will suggest additional avenues through which information about the financial assistance policy that may be designed and implemented.

(c) Criteria for Eligibility. A hospital shall comply with applicable State statutes and HSCRC regulations regarding financial assistance policies and charity care eligibility. 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 ambulatory surgical facilities described in these regulations. An ambulatory surgical facility, at a minimum, shall include the following eligibility criteria in its charity care policies:

(i) 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 charges; and

Response:

Harborside, in this application to establish a new ASF has presented a Charity Care and Financial Assistance Policy, (Attachment 6) that conforms precisely to the criterion of paragraph (i):

1. Eligibility Criteria

- a. Persons with family income below 100 percent of the current poverty level who have no health insurance coverage and are not eligible for any public program providing coverage for medical expenses shall be eligible for services at no charge.

(ii) 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.

Response:

Harborside, in this application to establish a new ASF, has presented a Charity Care and Financial Assistance Policy, (Attachment 6) that conforms precisely to the criterion of paragraph (ii):

1. Eligibility Criteria

- b. 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 who have no health insurance coverage and are not eligible for any public program providing coverage for medical expenses shall be eligible for services at no charge.

d) 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:

This criterion is not applicable to the current proposal. Harborside is not a hospital.

(e) A hospital shall be able to demonstrate that its historic level of charity care or its projected level of charity care is appropriate to the needs of its actual or projected service area population. This demonstration shall include an analysis of the socio-economic conditions of the hospital's actual or projected service area population, a comparison of those conditions with those of Maryland's overall socio-economic indicators, and a comparative analysis of charity care provision by the applicant hospital and other hospitals in Maryland. The socio-economic indicators evaluated shall include median income and type of insurance by zip code area, when available. The analysis provided may also include an analysis of the social determinants of care affecting use of health care facilities and services and the health status of the actual or projected hospital service area population.

Response:

This criterion is not applicable to the current proposal. Harborside is not a hospital.

(f) An applicant submitting a proposal to establish or expand an ambulatory surgical facility 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 ambulatory surgical facilities 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;

Response:

Harborside has been operating initially an ASC-1 and currently an ASC-2 and has not explicitly tracked the amount of charitable care it has provided during its existence. Its financial statements reflect an allowance for doubtful accounts and its payor mix may include patients classified as 'self-pay.' It is likely that services provided as 'charity care' would be captured as 'bad debt' or 'self-pay' patients. It is not possible to extricate 'charity care' from the historical record, as a result.

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

Response:

Harborside seeks approval to establish an ASF. It has developed a Charity Care and Financial Assistance Policy that conform to the applicable standards to ASFs. A copy of the Charity Care and Financial Assistance Policy is included in Attachment 6. The Policy includes the following statement:

4. Program Monitoring

Harborside shall review the Charity Care and Financial Assistance program and monitor services provided as a standard agenda item at quarterly Quality Assurance and Performance Improvement (QAPI) meetings and reported to the governing body, annually. Data for reporting progress in meeting program goals shall be provided through the facility practice management system, which will provide documentation of the charity care results,

Response:

Harborside commits in this proposal to provide charity care at a level equal to one percent of total operating expenses. The provision of the Charity Care and Financial Policy quoted in the preceding paragraph shows that this goal will be monitored as part of Harborside's QAPI process. It has also been noted within this proposal that Harborside has instituted mechanisms to disseminate information to the community about the charity care policy.

The financial projections presented in this application show the commitment of Harborside to provide charity care at one percent of total operating expenses.

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

Response:

This criterion is not applicable to the current proposal. Harborside is not an ‘existing ambulatory surgical facility.’

(g) 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 ambulatory surgical facilities, measured as a percentage of total ambulatory surgical facility expenses, in the most recent year reported. The applicant shall demonstrate that:

Response:

This criterion is not applicable to the current proposal. Harborside is not a health maintenance organization.

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

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

(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.

Standard .05(A)(4) Quality of Care.

A facility providing surgical services shall provide high quality care.

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

Response:

SurgCenter at National Harbor, d/b/a Harborside Surgery Center, located at 251 National Harbor Boulevard, Suite 200, Oxon Hill, Maryland 20745, is licensed by the State of Maryland Department of Health as an Ambulatory Surgery Facility: State License #A1535. Harborside operates as two Operating Room and three Procedure Room facility.

A copy of the Maryland DOH License is provided in Attachment 9.

(b) A hospital shall document that it is accredited by the Joint Commission or other accreditation organization recognized by the Centers for Medicare and Medicaid and the Maryland Department of Health as acceptable for obtaining Medicare certification and Maryland licensure.

Response:

This criterion is not applicable. Harborside is not a hospital.

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

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

Response:

Harborside is in compliance with the conditions of participation of the Medicare and Medicaid programs.

A copy of the Notice of Compliance, Life Safety, conditions of participation issued by the Maryland Department of Health is provided in Attachment 10.

(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 Services as acceptable for obtaining Medicare certification; and

Response:

Harborside is accredited by the Accreditation Association for Ambulatory Care.

A copy of the Accreditation Notification, Accreditation Term to expire 3/25/2026, is provided in Attachment 11.

(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 ASC, as applicable, compares on these quality measures to other facilities that provide the same type of specialized services in Maryland.

Response:

Harborside is enrolled in the Quality Net Program. Attachment 12 contains a report of Publicly Reported Data, which demonstrates successful submission for the required reporting period, 1/01/2024 - 5/15/2024.

The Publicly Reported Data has a report for eight measures. Harborside had no reportable events for each measure, which demonstrates the high quality of services delivered at the surgery center.

(d) An applicant seeking to establish an ambulatory surgical facility shall:

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

(ii) Agree that, within two years of initiating service at the facility, it will obtain accreditation by the Joint Commission, the Accreditation Association for Ambulatory Health Care, or the American Association for Accreditation of Ambulatory Surgery Facilities or another accreditation organization recognized by the Centers for Medicare and Medicaid Services as acceptable for obtaining Medicare certification and approved by the State of Maryland; and

(iii) Acknowledge in writing that, if the facility fails to obtain the accreditation in subparagraph (ii) on a timely basis, it shall voluntarily suspend operation of the facility.

Response:

Harborside currently meets or exceeds the minimum requirements for licensure 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 for an ASC-2. Harborside will similarly meet or exceed the minimum requirements for ASF if approved.

As noted in response to subpart (ii), Harborside is accredited by the Accreditation Association for Ambulatory Care. The Accreditation Term will expire on 3/25/2026, Harborside commits to renew its accreditation at the end of the current term.

(e) An applicant or a related entity that currently or previously has operated or owned one or more ASCs or ambulatory surgical facilities in or outside of Maryland, in the five years prior to the applicant's filing of an application to establish an ambulatory surgical facility, shall provide details regarding the quality of care provided at each such ASC or ambulatory surgical facility including information on licensure, accreditation, performance metrics, and other relevant information.

Response:

This Applicant has not operated any ASC or ASF other than Harborside in or outside of Maryland. As discussed in prior responses, Harborside is licensed in Maryland as an ASC-2. It has obtained accreditation from the Accreditation Association for Ambulatory Care. Harborside has no quality complaints in its history, and it began reporting its performance metrics in 2024.

Standard .05(A) (5) Transfer Agreements.

(a) Each hospital shall have arrangements for transfer of surgical patients to another hospital that comply with the requirements of Health-General Article §19-308.2.

Response:

This standard is not applicable.

(b) Each ambulatory surgical facility shall have a process for assuring the emergency transfer of surgical patients to a hospital that complies with the requirements of COMAR 10.05.05.09.

COMAR 10.05.05.09

- A. The freestanding ambulatory surgical facility shall have an effective procedure for the transfer of patients to a hospital when care beyond the capabilities of the facility is required.
- B. Procedures for emergency transfer to a hospital shall include, at a minimum:
 - (1) Having a written transfer agreement with a local Medicare participating hospital or requiring all physicians, dentists, or podiatrists performing surgery in the freestanding ambulatory surgical facility to have admitting privileges at such a hospital;
 - (2) Having a mechanism for notifying the hospital of a pending emergency case;
 - (3) Having a mechanism for arranging appropriate transportation to the hospital; and
 - (4) The manner in which a facility sends a copy of the patient's medical record to the hospital

Response:

Harborside Surgery Center has a well-defined policy and procedure for the transfer of emergent and non-emergent transfers from the facility. The policy and procedure is part of the on-boarding education for all staff and physicians. It is also reviewed annually with staff and physicians as part of their annual competencies. Harborside's Policy 10.09 Transfer from Surgery Center to Acute Care Hospital is provided in Attachment 13.

Harborside Surgery Center has both a transfer agreement in place and requires practicing surgeons to have admitting privileges at a Medicare participating hospital. A copy of the Transfer Agreement is provided in Attachment 14.

B. Project Review Standards.

The standards in this regulation govern reviews of Certificate of Need applications involving surgical facilities and services. An applicant for a Certificate of Need shall demonstrate consistency with all applicable review standards.

Standard .05B (1) Service Area.

An applicant proposing to establish a new hospital providing surgical services or an 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:

The Service Area of Harborside lies within Virginia and Maryland together with the District of Columbia. Recent patient origin data show that patients residing in 126 ZIP Codes located within 22 counties accounted for at least 85 percent of cases of Harborside. The total number of patients in that period was 3,050 and include surgeries and other procedures performed in the operating room. The following table presents data for the twelve months through May 2, 2024.

Table 1				
Harborside Surgery Center				
Patient Origin				
Discharges through May 2, 2024				
State	County	Case Count	Pct Total	Cum Pct
VA	Fairfax	1,321	43.97%	43.97%
VA	Arlington	269	8.95%	52.93%
VA	Alexandria City	199	6.62%	59.55%
VA	Prince William	196	6.52%	66.08%
MD	Prince Georges	164	5.46%	71.54%
MD	Charles	86	2.86%	74.40%
DC	District of Columb	68	2.26%	76.66%
VA	Loudon	56	1.86%	78.53%
MD	St. Mary's	52	1.73%	80.26%
VA	Stafford	57	1.90%	82.16%
MD	Montgomery	29	0.97%	83.12%
VA	Fauquier	22	0.73%	83.85%
VA	Spotsylvania	21	0.70%	84.55%
MD	Calvert	18	0.60%	85.15%
VA	Manassas	17	0.57%	85.72%
VA	Falls Church City	14	0.47%	86.19%
VA	Warren	10	0.33%	86.52%
VA	Winchester	10	0.33%	86.85%
MD	Anne Arundel	7	0.23%	87.08%
VA	King George	7	0.23%	87.32%
VA	City of Winchester	6	0.20%	87.52%
VA	Frederick	5	0.17%	87.68%
Total Service Area		2,634	87.68%	
Outside Service Area		416	13.85%	101.53%
Total Cases		3,050	101.53%	
VA		2,210	73.57%	73.57%
MD		356	11.85%	85.42%
DC		68	2.26%	87.68%
		2,634	87.68%	
Source: Internal Records				

As the information in the table shows, more than 75 percent of patients treated at Harborside during the reference period resided in ZIP Codes within seven counties in Virginia, Maryland, and the District of Columbia. The preponderance of these patients (43.31 percent) resided in Fairfax County, Virginia. More generally, nearly 75 percent of patients in the Service Area resided in the Commonwealth of Virginia.

Attachment 15 provides an extended listing of the ZIP Codes in which the patients resided. A map of the Service Area follows as Exhibit 1.

Exhibit 1 Harborside Surgery Center Service Area



Fairfax County is geographically the Virginia county most proximate to Harborside, and it is also the most populous. The following tables present the current population estimates, as well as projected population in 2029, for the Service Area ZIP Codes within the seven-county ‘core’ service area. Data are shown for four age cohorts: age 0-14, age 15-44, age 45-64, and age 65+.

Table 2						
Harborside Surgery Center						
Service Area Population, by Age Cohort						
Selected Counties, 2024						
State	County	0-14	15-44	45-64	65+	Total
VA	Fairfax	233,744	522,779	341,323	193,564	1,291,410
VA	Arlington	34,908	123,126	53,660	27,632	239,326
VA	Alexandria City	13,947	41,183	21,893	12,765	89,788
VA	Prince William	50,925	97,591	67,382	34,114	250,012
MD	Prince George's	63,522	146,814	108,966	71,209	390,511
MD	Charles	25,935	55,824	40,012	20,512	142,283
DC	District of Columb	58,238	178,197	74,014	46,403	356,852
	Total	481,219	1,165,514	707,250	406,199	2,760,182
<i>Source: Claritas</i>						

Table 3						
Harborside Surgery Center						
Service Area Population, by Age Cohort						
Selected Counties, 2029						
State	County	0-14	15-44	45-64	65+	Total
VA	Fairfax	220,951	525,839	345,469	227,048	1,319,307
VA	Arlington	34,348	107,307	59,288	32,271	233,214
VA	Alexandria City	14,676	37,207	23,211	14,726	89,820
VA	Prince William	48,588	103,961	69,788	42,368	264,705
MD	Prince George's	61,387	147,870	105,087	82,856	397,200
MD	Charles	25,120	59,928	39,903	26,499	151,450
DC	District of Columb	58,622	153,199	80,123	52,265	344,209
	Total	463,692	1,135,311	722,869	478,033	2,799,905
<i>Source: Claritas</i>						

It is apparent from the two preceding tables that the Service Area population in the selected counties is projected to increase. The following table shows that the Service Area population in the selected counties is projected to increase at an average annual rate of 0.3 percent from 2024 through 2029. The data show also that the anticipated growth is concentrated in the age 65+ cohort.

Table 4						
Harborside Surgery Center						
Service Area Population						
Average Annual Growth Rate, by Age Cohort						
Selected Counties, 2024 through 2029						
State	County	0-14	15-44	45-64	65+	Total
VA	Fairfax	-1.1%	0.1%	0.2%	3.2%	0.4%
VA	Arlington	-0.3%	-2.7%	2.0%	3.2%	-0.5%
VA	Alexandria City	1.0%	-2.0%	1.2%	2.9%	0.0%
VA	Prince William	-0.9%	1.3%	0.7%	4.4%	1.1%
MD	Prince George's	-0.7%	0.1%	-0.7%	3.1%	0.3%
MD	Charles	-0.6%	1.4%	-0.1%	5.3%	1.3%
DC	District of Columb	0.1%	-3.0%	1.6%	2.4%	-0.7%
	Total	-0.7%	-0.5%	0.4%	3.3%	0.3%
<i>Source: Claritas</i>						

The result of the different growth rates is that the age 65+ cohort will be an increasingly large proportion of the total population. The reliance on the age 65+ cohort is demonstrated by the data in the following table. On average the proportion of the total population in the Service Area ZIP Codes is expected to increase by 2.5 percent from 2024 through 2029. A broad range of orthopedic surgical procedures addresses the needs of the elderly population. The pattern of population growth in the Service Area suggests that Harborside can continue to enjoy continued growth in utilization.

Table 5				
Harborside Surgery Center				
Service Area Population				
Age 65+ Age Cohort				
Selected Counties				
		Pct Total	Pct Total	Increase,
State	County	2024	2029	2029/2024
VA	Fairfax	15.0%	17.2%	2.2%
VA	Arlington	11.5%	13.8%	2.3%
VA	Alexandria City	14.2%	16.4%	2.2%
VA	Prince William	13.6%	16.0%	2.4%
MD	Prince George's	18.2%	20.9%	2.6%
MD	Charles	14.4%	17.5%	3.1%
DC	District of Columb	13.0%	15.2%	2.2%
	Total	14.7%	17.1%	2.4%
Source: Claritas				

Detailed tables from which the data that have been employed in the preceding analysis were extracted are provided in Attachment 16.

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

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

(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 .06 of this Chapter.

Response:

The following table demonstrates the need for the proposed OR capacity at Harborside. As the data show, by the second full year after implementation of the proposal (2026) the projected volume supports the need for three operating rooms, consistent with the standards of COMAR 10.24.11.06.

Table 6							
Harborside Surgery Center							
Operating Room Capacity and Needs Assessment (COMAR 10.24.11.06)							
Entire Facility							
	Actual		Projected				
	CY2022	CY2023	CY2024	CY2025	CY2026	CY2027	CY2028
Total Cases	1,151	1,846	2,145	2,376	2,676	2,959	3,032
Total Surgical Minutes in OR	99,327	159,164	186,130	208,038	235,989	262,558	269,935
OR Turnaround Minutes, 25 minutes per case	28,775	46,150	53,625	59,400	66,900	73,975	75,800
Total OR Minutes, including Turnaround	128,102	205,314	239,755	267,438	302,889	336,533	345,735
Total Hours (minutes/60)	2,135.03	3,421.90	3,995.92	4,457.30	5,048.15	5,608.88	5,762.25
Optimal Capacity, Hours	1,632.00	3,264.00	3,264.00	4,896.00	4,896.00	4,896.00	4,896.00
Utilization, Percent	130.8%	104.8%	122.4%	91.0%	103.1%	114.6%	117.7%
OR Need (Total Hours/1632)	1.3	2.1	2.4	2.7	3.1	3.4	3.5
<i>Note: Optimal Capacity is 1,632 hours per year.</i>							

Discussion of the assumptions and other support information for the projections are provided in the response to paragraph (d) below.

(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 .06 of this Chapter.

Response:

The proposed additional operating room will be identical to the two existing operating rooms in functionality and basic equipment. It will share equally in future cases of Harborside with the existing operating rooms. The following table demonstrates the need for the proposed additional OR capacity at Harborside as if approval were being sought for a single operating room, standing alone. One-third of the case volume of Harborside will be assigned to this operating room. As the calculations show, by the second full year after implementation of the proposal the projected volume supports the need for the additional operating room, exceeding the standards of COMAR 10.24.11.06, which require only that the operating room will be utilized at optimal capacity by third year of operation.

Table 7				
Harborside Surgery Center				
Operating Room Capacity and Needs Assessment (COMAR 10.24.11.06)				
Project Only				
	Projected			
	CY2025	CY2026	CY2027	CY2028
Total Cases	792	892	986	1,011
Total Minutes (includes turnaround time @ 25 minutes)	89,146	100,963	112,178	115,245
Total Hours (minutes/60)	1,485.77	1,682.72	1,869.63	1,920.75
OR Need (Based on Optimal Capacity)	0.91	1.03	1.15	1.18
Utilization, Percent	91.0%	103.1%	114.6%	117.7%
<i>Note: Optimal Capacity is 1,632 hours per year.</i>				

Discussion of the assumptions and other support information for the projections are provided in the response to paragraph (d) below.

(c) An applicant proposing to establish or replace a hospital shall submit a needs assessment that includes the following:

Response:

The criteria of paragraphs (i) through (iii) are not applicable to the current proposal. Harborside is not a hospital.

(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 the relocation.

Not applicable.

(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.

Response:

Harborside has been in continuous operation since 2012. In 2023 it added one operating room and two procedure rooms and attained classification as an ASC-2. The data presented table show that Harborside has experienced a steady increase in utilization for the past two completed years after the abatement of the COVID pandemic. It is expected that Harborside will continue to increase utilization, as the projections show.

Table 8							
Harborside Surgery Center							
Statistical Projections							
Entire Facility							
	Two Most Recent Years (Actual)		Current Year Projected	Projected Years			
	CY2022	CY2023	CY2024	CY2025	CY2026	CY2027	CY2028
Number of Operating Rooms (ORs)	1	2	2	3	3	3	3
- Total Procedures in ORs	4,679	5,360	6,219	6,885	7,745	8,566	8,778
- Total Surgical Cases in ORs	1,151	1,846	2,145	2,376	2,676	2,959	3,032
- Total Surgical Minutes in ORs**	99,327	159,164	186,130	208,038	235,989	262,558	269,935
Number of Procedure Rooms (PRs)	1	3	3	2	2	2	2
- Total Procedures in PRs	2,824	3,167	4,007	4,233	4,511	4,837	4,992
- Total Cases in PRs	1,081	1,200	1,434	1,500	1,595	1,689	1,737
- Total Minutes in PRs**	62,026	73,459	91,636	96,417	101,778	108,531	111,862
Total Procedures	107,982	169,540	198,504	221,534	250,923	278,922	286,739
Total Cases	2,232	3,046	3,579	3,876	4,271	4,648	4,769
** Does not include turnaround time							

The projected utilization of Harborside after implementation of the proposed third operating room is based on two components:

- An anticipated shift of case volume by the Harborside surgeons from existing surgical facilities to Harborside, and
- A baseline that consists of the current case volume experienced by Harborside during the current year.

As the preceding discussion of the population of Harborside’s Service Area demonstrated, the overall population is anticipated to increase. Importantly, the most rapid growth in is expected to be in the age 65 and over cohort. It is this component of population that is most susceptible to injuries and conditions that require surgical intervention. Thus, it is likely that Harborside will be able to continue to increase its utilization.

The following table shows the projected utilization of Harborside from the current year (2024) through the year ending December 31, 2028, separated into the projected streams of patients noted above.

Table 9					
Harborside Surgery Center					
Source of Projected Surgical Cases					
	Projected				
	CY2024	CY2025	CY2026	CY2027	CY2028
Total Surgical Cases	2,145	2,376	2,676	2,959	3,032
Shift from Other Facilities and Future Growth		231	531	814	887
Cases, Baseline		2,145	2,145	2,145	2,145

It has been assumed in the above that the increase in cases will be accounted for by the shift of patients primarily from other facilities outside of Maryland. The reallocation of cases in the Service Area will, therefore, include both an increase in services provided and the cases attracted to Harborside from other facilities. The baseline volume captures the continued future support of Harborside by its surgeons.

The surgeons of Harborside perform surgeries at several facilities, of which the majority of cases have been at three such providers:

- Inova Alexandria Hospital Outpatient Surgery (hospital)
- Inova Mount Vernon Outpatient Surgery (hospital)
- Inova Healthplex Franconia Springfield (ambulatory surgery center)

Only one such provider, Capital Orthopedic Surgery Center, Germantown, Maryland, is located in Maryland. All the others are in Virginia.

Many surgeons like to consolidate their surgeries in a limited number of sites. Such consolidation is efficient for the surgeon who can schedule several procedures in a single day and avoid travel time. Further, the surgeon and facility staff develop familiarity with each other that enhances throughput and patient safety.

As a component of this application each Harborside surgeon has provided an Individual Physician Submission. The Submissions include, among other items, the number of projected cases and the facilities from which it is anticipated that cases will be shifted to Harborside. The number of such cases is also reported.

The Individual Physician Submissions have been included in this application in Attachment 17. The following table summarizes responses by nineteen physicians who practice at Harborside and may have an intention to transfer cases to Harborside.

The Individual Physician Submissions only record anticipated shifts for 2025 through 2027. As the information in the summary table shows, the projected shift for each surgeon increases over time, as the surgeon adjusts his surgical practice. The surgeons will maintain their practices at existing facilities. Broadly viewed, the information presented below shows that the surveyed physicians anticipate that their practices will grow substantially, and this growth will likely be accommodated in Harborside and existing practice sites. Thus, the impact of the potential shifts on the other area outpatient surgery settings will be mitigated by the overall increased volume.

Table 10					
Harborside Surgery Center					
Projected Cases					
Summary of Responses					
	Current Volumes at Harborside		Projected Volumes at Harborside		
	2022	2023	2025	2026	2027
Cases performed at Harborside	2,129	3,037			
Based on Current Volume			3,324	3,367	3,406
Shift from Other Facilities and Future Growth			561	906	1,241
Total	2,129	3,037	3,885	4,273	4,647
Increase from 2023			848	1,236	1,610
Source: Individual Physician Submissions					

The nineteen Harborside physicians have demonstrated in their submission a continuing support for Harborside. Their loyalty is manifested by the sustained volume based on their current levels of service as well as by the anticipated movement toward Harborside.

The recent sustained utilization and increase in utilization of Harborside, together with the information provided by the individual surgeons, that the utilization projections are reasonable and attainable.

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

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

Response:

The criteria of Standard .05B(3) are not applicable to the current proposal. The Harborside proposal is for a new ASF.

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

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

(c) Provide a needs assessment demonstrating that each proposed operating room is likely to be utilized at optimal capacity or higher levels within three years of the completion of the additional operating room capacity, consistent with Regulation .06 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.

Standard .05B (4) Design Requirements.

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

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

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

(c) Design features of a hospital or ambulatory surgical facility 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:

Harborside's architects confirmed that the design and construction of proposed conversion of space within the Harborside facility will adhere to the latest requirements of the FGI Guidelines. Applicable codes the facility adheres to are outlined on the project drawing labeled A2.10

Standard .05B (5) Support Services.

Each applicant seeking to establish or expand an ambulatory surgical facility shall provide or agree to provide laboratory, radiology, and pathology services as needed, either directly or through contractual agreements, in compliance with COMAR 10.05.05.

Response:

Harborside Surgery Center has developed procedures to provide laboratory services for its patients through contractual agreement with Lab Corp and through CLIA waived certification.

Staff are educated via annual competency on the safe handling and labeling of specimens. The procedure defines the process steps for obtaining a specimen and notification of pick-up of the specimen.

Stat results are called and faxed to the facility. The procedure defines the process for surgeon notification of lab results and documentation in the medical record.

See Attachment 18: 12.01 Provision of Services, Pathology and Medical Laboratory Services

Diagnostic radiology services are provided through the provision of C-Arm availability within the operating suites.

As part of the annual competency, staff who are sufficiently trained and experienced can conduct work of fluoroscopy and C-Arm services. The surgeon operates the foot pedal, controlling the emission of radiation or a certified X-Ray technician will be available.

Radiation safety techniques are utilized to reduce exposure to patient and staff.

Annual competency is measured for staff.

See Attachment 19: 13.02 Scope of Services – Diagnostic Imaging Services
13.03 C-Arm Use and Radiation Safety
13.04 Personnel Education and Training
13.06 Radiation Protection
13.07 Employee Safety

Standard .05B (6) Patient Safety.

The design of proposed 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

Response:

An initial risk assessment was completed to define potential risks for patients that might be created by the renovation during construction. Harborside and the contractor have developed restrictions and limitations during construction to ensure that patient safety will not be compromised. The risk assessment defined the work to be performed will include removal of doors and extending and redefining the sterile corridor to include the new operating room space. The work will occur adjacent to current operating rooms.

Harborside will continue to serve patients on weekdays during the construction period. Harborside is licensed by the Maryland Department of Health and accredited by the AAAHC and adheres to the standards for patient safety imposed by licensure and accreditation requirements. The construction will be accomplished in such a way that these standards will be not be violated.

Infection control plan has been defined:

1. Work will be completed on Saturday and Sunday between the hours 6-2:30 to not disrupt the patient flow and decrease risk of infection by not having work occurring while patients are present within the surgery center.
2. Sunday evening when work is complete, all trash and debris will be removed from the worksite, and a terminal clean will be performed to ensure operating suite is clean and ready for services on Monday morning.
3. A terminal clean check list will be completed by the cleaning staff
4. Prior to operations resuming on Monday morning, the facility administrator or her designee will before a walk through with staff to ensure areas are clean, free of dust and all airflow and systems are working appropriately.
5. The designated area of work will be contained by zip walls.
6. 1 month prior to start of construction, an infection control meeting will be held with involved parties to include construction lead, infection control officer and staff working in impacted area to review infection control plan, define any needed traffic patterns and set up infection control monitoring during the construction period.

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

Response:

Renovation of Procedure Room to convert to an Operating Room and the adjacent corridors followed all accreditation and Maryland safety standards and guidelines available.

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 adjustment of the hospital's global budget revenue authorized for 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:

The preceding criteria are not applicable to the current proposal. Harborside is not a hospital facility.

(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 25% 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:

The provisions of criteria (i) and (ii) are not applicable to the current proposal. Harborside does not propose to undertake any new construction in connection with this project.

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;

Response:

As discussed in response to Standard .05B (2), the utilization projections for Harborside are consistent with observed historic trends for Harborside as well as the projected shift of patients from other facilities documents by the surgeons on Harborside's medical staff.

(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;

Response:

Harborside's revenue estimates are consistent with its 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 Harborside.

(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

Response:

Harborside's staffing and overall expense projections are consistent with its utilization projections and are based on current expenditure levels and reasonably anticipated future staffing levels as experienced by the applicant facility

(iv) The hospital or ambulatory surgical facility will generate excess revenues over total expenses for the specific services affected by the project (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.

Response:

As shown in the financial schedules, the ASF will generate excess revenues over total expenses for the specific services affected by the project (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:

This standard is not applicable because Harborside projects an excess of revenue over total expenses.

A Statement of the Assumptions underlying the financial projections is provided in Attachment 20.

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 other practitioner;

Response:

The following Tables 11 and 12 show, respectively, the number of surgical cases projected to be performed in the operating rooms and the number of procedures projected to be performed in the operating rooms of Harborside through 2028. A separate projection for each of the nineteen physicians who currently practice at Harborside is displayed in the tables.

Table 11						
Harborside Surgery Center						
Projected Surgery Cases, by Physician						
Operating Room (Surgery) Cases						
Physician	Historical 2023	2024	2025	2026	2027	2028
	76	79	120	160	200	200
	95	68	75	80	84	89
	40	68	72	96	120	120
	363	460	484	521	558	558
	31	41	44	46	48	50
	17	14	14	15	15	16
	21	44	85	102	136	170
	266	372	386	414	414	414
	6	19	19	19	19	19
	70	105	134	179	201	224
	136	116	110	120	140	151
	27	159	159	159	159	159
	182	64	83	95	118	118
	43	22	22	22	22	22
	101	86	85	91	91	91
	259	349	404	477	551	551
	18	9	10	11	12	12
	59	54	54	54	54	54
	36	15	15	15	15	15
Total	1,845	2,145	2,376	2,676	2,959	3,032

Table 12						
Harborside Surgery Center						
Projected Surgery Procedures, by Physician						
Operating Room (Procedure) Cases						
Physician	Historical	Projected				
	2023	2024	2025	2026	2027	2028
	203	220	334	445	556	556
	362	269	295	314	332	350
	105	179	189	252	315	315
	957	1,213	1,275	1,373	1,471	1,471
	149	184	201	210	220	230
	30	25	26	27	28	29
	52	109	210	253	337	421
	733	1,025	1,065	1,141	1,141	1,141
	13	41	41	41	41	41
	200	305	390	520	584	649
	454	385	367	400	466	500
	104	500	500	500	500	500
	572	262	339	387	484	484
	91	43	43	43	43	43
	294	269	264	282	282	282
	730	985	1,139	1,346	1,553	1,553
	40	23	24	28	30	30
	118	122	122	122	122	122
	150	63	63	63	63	63
Total	5,355	6,219	6,885	7,745	8,566	8,778

(ii) A minimum of two years of historic surgical case volume data for each physician or other 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 other practitioners; and

Response:

Table 13 shows the number of cases performed by physicians on the medical staff at Harborside at hospital outpatient surgery departments and ambulatory surgery centers.

- The data encompass only the year 2023, which show the operation of Harborside as a two-OR ASC-2.

- The data include cases performed in operating rooms and procedure rooms at these other facilities because Harborside does not have information on the setting in which these cases were performed.
- Harborside does not have access to operating room time per case for cases performed at these other facilities.

All the non-Harborside facilities at which the physicians practice are located in Virginia, except for the Capital Orthopedic Center in Bethesda, Maryland, where two physicians practice.

Table 13									
Cases Performed at Other ASC and HOPD Locations by Members of Harborside's Medical Staff									
2023									
Physician	Hospital Outpatient Departments					Other ASC Locations			Total Anderson Cases Able to be Shifted from Other Sites
	Inova Alexandria Hospital	Inova Fair Oaks Hospital	Inova Mount Vernon Hospital	Reston Hospital	Virginia Hospital Center	Capital Orthopaedic Surgical Center	Fairfax Surgical Center	Fairfax Surgical Center	
	324	-	-	-	-	-	-	-	324
	-	-	-	-	-	-	28	-	28
	-	-	168	-	-	-	-	-	168
	-	-	264	-	-	-	-	-	264
	-	4	16	4	-	-	-	-	24
	-	-	-	-	4	-	-	100	104
	-	8	224	-	-	-	-	-	232
	-	-	208	-	-	-	-	-	208
	-	-	384	-	-	-	-	-	384
	-	-	208	-	-	-	-	-	208
	164	-	-	-	-	-	-	108	272
	-	-	92	-	-	-	-	-	92
	-	-	28	-	-	272	-	-	300
	-	-	140	-	-	156	-	-	296
	136	-	-	-	-	-	-	-	136
Total	624	12	1,732	4	4	428	28	208	3,040

Source: Harborside Records

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

Response:

Based on the information provided in the affidavits provided by the Harborside physicians in Attachment 17, Table 14 presents the expected growth in cases these physicians will perform at Harborside, the expected shift in patients from other facilities to Harborside, and the remaining cases these physicians are expected to perform at these facilities.

Table 14
Harborside Surgery Center
Projected Cases to be Shifted from Other Surgical Facilities

Physician Name	Current Volumes at Harborside		Projected Volumes at Harborside			Shift From
	2022	2023	2025	2026	2027	
██████████						
Cases performed at Harborside	24	78				
Based on Current Volume			78	80	80	
Shift from Other Facilities			52	96	140	Alexandria HOPD
Physician Total	24	78	130	176	220	
██████████						
Cases performed at Harborside	232	255				
Based on Current Volume			269	286	302	
Shift from Other Facilities			0	0	0	NA
Physician Total	232	255	269	286	302	
██████████						
Cases performed at Harborside	11	40				
Based on Current Volume			68	68	69	
Shift from Other Facilities			4	28	52	Mt Vernon HOPD
Physician Total	11	40	72	96	121	
██████████						
Cases performed at Harborside	159	363				
Based on Current Volume			459	460	460	
Shift from Other Facilities			24	61	98	Mt Vernon HOPD
Physician Total	159	363	483	521	558	
██████████						
Cases performed at Harborside	10	113				
Based on Current Volume			182	192	201	
Shift from Other Facilities			24	24	24	Mt Vernon HOPD
Physician Total	10	113	206	216	225	
██████████						
Cases performed at Harborside	245	217				
Based on Current Volume			198	211	224	
Shift from Other Facilities			104	104	104	Franconia
Physician Total	245	217	302	315	328	
██████████						
Cases performed at Harborside	0	21				
Based on Current Volume			44	44	44	
Shift from Other Facilities			41	58	92	Mt Vernon HOPD
Physician Total	0	21	85	102	136	
██████████						
Cases performed at Harborside	102	266				
Based on Current Volume			336	336	336	
Shift from Other Facilities			50	78	78	Mt Vernon HOPD
Physician Total	102	266	386	414	414	
██████████						
Cases performed at Harborside	156	77				
Based on Current Volume			84	84	84	
Shift from Other Facilities			0	0	0	NA
Physician Total	156	77	84	84	84	

Physician Name	Current Volumes at Harborside		Projected Volumes at Harborside			Shift From
	2022	2023	2025	2026	2027	
Cases performed at Harborside	7	72				
Based on Current Volume			72	72	72	
Shift from Other Facilities			70	117	140	Mt Vernon HOPD
Physician Total	7	72	142	189	212	
Cases performed at Harborside	222	265				
Based on Current Volume			284	284	284	
Shift from Other Facilities			0	11	60	Mt Vernon HOPD
Physician Total	222	265	284	295	344	
Cases performed at Harborside	13	48				
Based on Current Volume			120	120	120	
Shift from Other Facilities			35	58	102	Alexandria, Franconia
Physician Total	13	48	155	178	222	
Cases performed at Harborside	110	182				
Based on Current Volume			159	159	159	
Shift from Other Facilities			0	0	0	
Physician Total	110	182	159	159	159	
Cases performed at Harborside	276	332				
Based on Current Volume			192	192	192	
Shift from Other Facilities			0	0	0	NA
Physician Total	276	332	192	192	192	
Cases performed at Harborside	129	155				
Based on Current Volume			156	156	156	
Shift from Other Facilities			30	42	42	Franconia
Physician Total	129	155	186	198	198	
Cases performed at Harborside	76	261				
Based on Current Volume			344	344	344	
Shift from Other Facilities			65	140	214	Mt Vernon HOPD, Capita
Physician Total	76	261	409	484	558	
Cases performed at Harborside	107	122				
Based on Current Volume			96	96	96	
Shift from Other Facilities			62	89	95	Alexandria
Physician Total	107	122	158	185	191	
Cases performed at Harborside	130	134				
Based on Current Volume			168	168	168	
Shift from Other Facilities			0	0	0	
Physician Total	130	134	168	168	168	
Cases performed at Harborside	120	36				
Based on Current Volume			15	15	15	
Shift from Other Facilities			0	0	0	
Physician Total	120	36	15	15	15	
Total Physicians						
Cases performed at Harborside	2,129	3,037				
Based on Current Volume			3,324	3,367	3,406	
Shift from Other Facilities			561	906	1,241	
Grand Total	2,129	3,037	3,885	4,273	4,647	
Increase from 2023			848	1,236	1,610	

Note: Cases performed in operating rooms and procedure rooms

Table 15 reflects the Harborside physicians' cases remaining at these other facilities after the projected shift of cases to Harborside based on 2023 volumes. These other facilities are expected to experience growth in volumes based on overall population growth, the increasing percentage of elderly in the population, and the growth in complex surgical procedures migrating from the inpatient to the outpatient setting. As a consequence, the impact on these existing facilities from the redirection of these cases to Harborside will be mitigated by future growth.

Table 15
Harborside Physicians' Cases Remaining at Other ASC and HOPD Locations
Based on 2023 Volumes

	Cases Remaining at Other Sites of Service			
	2024	2025	2026	2027
	317	272	228	184
	91	67	50	34
	168	164	140	116
	264	240	203	166
	7	-	-	-
	-	-	-	-
	232	191	174	140
	172	158	130	130
	345	314	267	244
	208	221	197	148
	272	237	214	170
	59	62	50	50
	300	300	300	300
	286	231	156	82
	85	74	47	41
Grand Total	2,806	2,531	2,157	1,803

(b) An application shall assess the impact of the proposed project on surgical case volume at 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 that hospital, 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 .06A of this Chapter and the operating room inventory rules in Regulation .06C of this Chapter shall be used in the impact assessment.

Response:

There are no Maryland hospitals expected to be impacted by this project. Harborside does not have access to the information that would be necessary for determining the impact on the existing hospital providers in Virginia. As noted in the previous response, this impact of the Harborside project is expected to be mitigated by the growth in other cases served by these providers.

Other Criteria:

10.24.01.08G(3)(b). Need. The Commission shall consider the applicable need analysis in the State Health Plan. If no State Health Plan need analysis is applicable, the Commission shall consider whether the applicant has demonstrated a need for the proposed project.

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.

Response:

A detailed analysis of the need for one additional operating room at Harborside has been addressed in the responses to Standard .05B(1) Service Area and Standard .05B(2) Need. The proposal has been developed according to the need for additional operating room capacity at Harborside and the desire of surgeons to consolidate a portion of their surgical cases at Harborside.

There are no issues that relate to life safety code, age of physical plant, or standard of care, The Harborside facility is new, meets current building code standards, and is an attractive site for patients to receive care in an ambulatory setting.

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

(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

CY or FY (Circle)	Two Most Recent Years (Actual)		Current Year Projected	Projected Years (ending with first full year at full utilization)			
	2022	2023	2024	2025	2026	2027	2028
a. Number of operating rooms (ORs)	1	2	2	3	3	3	3
• Total Procedures in ORs	4,679	5,360	6,219	6,885	7,745	8,566	8,778
• Total Cases in ORs	1,151	1,846	2,145	2,376	2,676	2,959	3,032
• Total Surgical Minutes in ORs**	99,327	159,164	186,130	208,038	235,989	262,558	269,935
b. Number of Procedure Rooms (PRs)	1	3	3	2	2	2	2
• Total Procedures in PRs	2,824	3,167	4,007	4,233	4,511	4,837	4,992
• Total Cases in PRs	1,081	1,200	1,434	1,500	1,595	1,689	1,737
• Total Minutes in PRs**	62,026	73,459	91,636	96,417	101,778	108,531	111,862

**Do not include turnover time.

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

CY or FY (Circle)	Projected Years (Ending with first full year at full utilization)			
	2025	2026	2027	2028
a. Number of operating rooms (ORs)	1	1	1	1
• Total Procedures in ORs	665	1,525	2,347	2,559
• Total Cases in ORs	231	531	814	888
• Total Surgical Minutes in ORs**	21,907	49,858	76,428	83,804
b. Number of Procedure Rooms (PRs)	0	0	0	0
• Total Procedures in PRs	0	0	0	0
• Total Cases in PRs	0	0	0	0
• Total Minutes in PRs**	0	0	0	0

*Do not include turnover time

10.24.01.08G(3)(c). Alternatives to the Project. The Commission shall consider the alternative approaches to meeting the need identified for the project that were considered by the applicant in planning the project and the basis for the applicant's choice of the project among considered alternatives. In a comparative review of applications within the same review cycle, the Commission shall compare the costs and the likely effectiveness of alternative projects in meeting identified needs, improving the availability and accessibility of care, and improving the quality of care.

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.

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:

After its relocation and change from an ASC-1 to ASC-2, Harborside experienced significant growth in utilization of its 2 ORs. It undertook a planning process with a goal of identifying the best alternative to accommodate the need of the surgeons on its staff to offer timely surgery in a

freestanding environment for its patients. As discussed above, the two existing ORs cannot accommodate all of the demand. This planning process identified three alternatives:

- Maintain the status quo in terms of available capacity.
- Add new ORs.
- Convert one existing PR to an OR.

Maintaining the status quo was determined to be unacceptable because it ignores the capacity constraints that Harborside is currently experiencing. Without expansion of its ORs, some patients of surgeons on its staff will receive surgical care in a hospital-based setting, which results in higher costs, greater safety risks, and less convenient care.

Harborside also considered maintaining its existing complement of rooms and adding one or two additional ORs. This alternative would be costly given that it would require expansion of the existing space. Also, expanding the space would be disruptive to current operations. For these reasons, this alternative was rejected.

The chosen alternative, to convert one PR to an OR, best met the goal of expanding Harborside's capacity without the cost and disruption that an expansion would entail. Harborside can accommodate current and projected procedural volumes in two PRs. Moreover, there is minimal cost and disruption associated with converting the PR to an OR.

10.24.01.08G(3)(d). Project Financial Feasibility and Facility or Program Viability.
The Commission shall consider the availability of resources necessary to implement the project and the availability of revenue sources and demand for the proposed services adequate to ensure ongoing viability and sustainability of the facility to be established or modified or the service to be introduced or expanded.

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.

Response:

The funding for this project will be provided from internal cash reserves of Harborside. The availability of these funds is documented in the letter provided by Michael E. Wicks, CPA, Kositzka, Wicks & Company, in Attachment 21.

Complete Tables 3 and/or 4 below, as applicable. Attach additional pages as necessary detailing assumptions with respect to

- Identify the performance requirements applicable to the proposed project (Part 1, Question 14, "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 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 (each revenue and expense line item.)

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

Response:

Table L (Manpower) is provided in Attachment 22.

- 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.

Response:

Attachment 21 contains a letter from Micheal E. Wicks, CPA, Kositzka, Wicks & Company, that confirms the financial condition of Harborside,

- 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.

Response:

Harborside will provide funds for the project from its internal financial reserves. No external funds will be required for the project.

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

Response:

Harborside is dedicated to its role in offering exemplary care in a state-of-the-art facility. It is a visible example for the community of an ambulatory care center at a time when approximately 60 percent of all surgeries are performed in an outpatient setting. Surgery Center is dedicated to

upholding a standard of excellence in healthcare delivery, with a strong emphasis on equity and patient-centered care.

The surgeon-owners of Harborside exemplify a strong sense of social responsibility and community engagement. They are engaged in the community in ways that engender an awareness of the value of orthopedics in improving the lives of patients. The surgeons have offices in several counties within the Service Area of Harborside and participate in physician networks that result in referrals to Harborside.

Harborside engages directly with local communities through athletic programs. Dr. [REDACTED] volunteers as a team physician for various high school, collegiate, and professional sports teams. His participation promotes the ongoing health and physical capabilities of athletic participants.

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

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

	Two Most Recent Years Actual		Current Year Projected	Projected Years (ending with first full year at full utilization)			
CY or FY (Circle)	2022	2023	2024	2025	2026	2027	2028
1. Revenue							
a. Inpatient services	0	0	0	0	0	0	0
b. Outpatient services	82,867,820	135,756,360	173,714,825	192,611,848	217,616,111	241,160,779	248,076,963
c. Gross Patient Service Revenue	82,867,820	135,756,360	173,714,825	192,611,848	217,616,111	241,160,779	248,076,963
d. Allowance for Bad Debt	(15,099)	(263,323)	(296,772)	(372,545)	(420,333)	(465,191)	(477,899)
e. Contractual Allowance	69,558,999	114,017,154	145,728,275	161,584,147	182,617,139	202,435,711	208,294,810
f. Charity Care	0	0	(248,030)	(271,443)	(297,545)	(320,324)	(328,181)
g. Net Patient Services Revenue	13,293,722	21,475,883	27,441,748	30,383,713	34,281,094	37,939,642	38,976,073
h. Other Operating Revenues (Specify)	116,512	159,401	203,391	225,518	254,446	281,601	289,294
i. Net Operating Revenue	13,410,235	21,635,284	27,645,139	30,609,231	34,535,540	38,221,243	39,265,367

Table 3 Cont.	Two Most Recent Years Actual		Current Year Projected	Projected Years (ending with first full year at full utilization)			
	2022	2023	2024	2025	2026	2027	2028
2. Expenses							
a. Salaries, Wages, and Professional Fees, (including fringe benefits)	2,705,517	3,942,055	4,595,195	5,216,653	5,734,085	6,023,197	6,198,313

b. Contractual Services	588,960	836,770	1,083,722	1,155,922	1,275,031	1,386,431	1,420,565
c. Interest on Current Debt	71,765	973,779	987,297	884,644	776,320	667,996	559,673
d. Interest on Project Debt	0	0	0	0	0	0	0
e. Current Depreciation	151,344	1,034,315	735,004	735,004	735,004	735,004	735,004
f. Project Depreciation	0	0	0	14,799	14,799	14,779	14,779
g. Current Amortization	4,302,711	7,302,711	4,316,151	4,316,151	4,316,151	4,316,151	4,316,151
h. Project Amortization	0	0	0	0	0	0	0
i. Supplies	4,564,749	8,559,580	11,505,788	13,004,778	15,003,970	16,900,641	17,551,225
j. Other Expenses (Specify)	866,297	1,210,866	1,579,795	1,816,354	1,890,092	1,979,167	2,022,339
k. Total Operating Expenses	13,251,974	20,860,076	24,802,953	27,144,305	29,754,451	3,023,386	32,818,068
3. Income							
a. Income from Operation	158,260	775,208	2,842,186	3,464,926	4,781,089	6,197,857	6,447,299
b. Non-Operating Income	(902,768)	(675,969)	0	0	0	0	0
c. Subtotal	(744,507)	(99,239)	2,842,186	3,464,926	4,781,089	6,197,857	6,447,299
d. Income Taxes	0	0	0	0	0	0	0
e. Net Income (Loss)	(744,507)	99,239	2,842,186	3,464,926	4,781,089	6,197,857	6,447,299
4. Patient Mix:							
A. Percent of Total Revenue							
1. Medicare	12%	20%	25%	26%	26%	26%	26%
2. Medicaid	0.05	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

3. Blue Cross	38.	36%	31%	31%	31%	31%	31%
4. Commercial Insurance	40%	36%	37%	37%	36%	36%	36%
5. Self-Pay	0%	1%	0%	0.	0%	0.	0%
6. Other (WC, VA)	10%	7%	6%	6%	6%	6%	6.
7. TOTAL	100%	100%	100%	100%	100%	100%	100%

Note: Totals may not match due to rounding.

Table 3 Cont.	Two Most Recent Years Actual		Current Year Projected	Projected Years (ending with first full year at full utilization)			
	2022	2023	2024	2025	2026	2027	2028
B. Percent of Patient Days/Visits/Procedures (as applicable)							
1. Medicare	18%	24%	31%	31%	32%	32%	32%
2. Medicaid	0%	0.	0.	0%	0%	0%	0%
3. Commercial Insurance	73%	67%	62%	60%	60%	60%	60%
4. Self-Pay	0%	1%	0%	1%	1%	1%	1%
5. Other (WC, VA)	8%	8%	7%	7%	7%	7%	7%
6. TOTAL	100%	100%	100%	100%	100%	100%	100%

Note: Totals may not match due to rounding

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)	2025	2026	2027	2028
1. Revenues				
a. Inpatient Services	0	0	0	0
b. Outpatient Services	17,059,701	39,193,767	59,392,575	65,501,992
c. Gross Patient Services Revenue	17,059,701	39,193,767	59,392,575	65,501,992
d. Allowance for Bad Debt	(32,942)	(75,608)	(114,434)	(124,112)
e. Contractual Allowance	(14,312,085)	(32,901,942)	(49,876,774)	(54,179,989)
f. Charity Care	(27,993)	(49,875)	(68,438)	(75,694)
g. Net Patient Care Service Revenues	2,686,681	6,166,342	9,332,930	10,122,198
h. Total Net Operating Revenue	2,706,622	6,212,111	9,402,202	10,197,328
2. Expenses				
a. Salaries, Wages, and Professional Fees, (including fringe benefits)	621,458	1,138,890	1,428,002	1,603,118
b. Contractual Services	72,200	191,309	302,709	336,843
c. Interest on Current Debt	0	0	0	0
d. Interest on Project Debt	0	0	0	0
e. Current Depreciation	0	0	0	0
f. Project Depreciation	14,799	14,799	14,799	14,799
g. Current Amortization	0	0	0	0
h. Project Amortization	0	0	0	0
i. Supplies	1,854,278	3,323,215	4,698,898	5,172,059
j. Other Expenses (Specify)	236,559	319,296	399,371	442,544
k. Total Operating Expenses	2,799,293	4,987,509	6,843,780	7,569,362

Table 4 Cont.	Projected Years (Ending with first full year at full utilization)			
CY or FY (Circle)	2025	2026	2027	2028
3. Income				
a. Income from Operation	(92,671)	1,224,602	2,558,422	2,627,966
b. Non-Operating Income	0	0	0	0
c. Subtotal	(92,671)	1,224,602	2,558,422	2,627,966
d. Income Taxes	0	0	0	0
e. Net Income (Loss)	(92,671)	1,224,602	2,558,422	2,627,966
4. Patient Mix:				
A. Percent of Total Revenue				
1. Medicare	286%	289%	28%	28%
2. Medicaid	0%	0%	0%	0%
3. Commercial Insurance	68%	67%	67%	67%
4. Self-Pay	0.	0%	0%	0%
5. Other (Workers Comp, VA)	4%	4%	4%	4%
6. TOTAL	100%	100%	100%	100%
B. Percent of Patient Days/Visits/Procedures (as applicable)				
1. Medicare	34%	35%	35%	35%
2. Medicaid	0%	0%	0%	0%
3. Commercial Insurance	58%	58%	57%	57%
4. Self-Pay	1%	1%	1%	1%
5. Other (Workers Comp, VA)	6%	6%	6%	6%
6. TOTAL	100%	100%	100%	100%

Note: Totals may not match due to rounding

10.24.01.08G(3)(e). Compliance with Terms and Conditions of Previous Certificates of Need. An applicant shall demonstrate compliance with all terms and conditions of each previous CON granted to the applicant.

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:

Neither Harborside nor its affiliates has received prior CON approvals from the Commission. Harborside did receive a determination from the Commission in 2022 that it would relocate its facility and increase its scope to become an ASC-2 with 2 ORs and 3 PRs without CON review. This project was completed and implemented in 2023.

10.24.01.08G(3)(f). Project Impact. The Commission shall consider the impact of the proposed project on the costs and charges of existing providers of the facilities and services included in the project and on access to those facilities and services in the service area of the project.

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:

The proposed project will have minimal impact on the utilization of existing providers. The population growth, the increase in the 65+ population relative to the overall population, and the expansion of outpatient surgical services will increase the demand for orthopedic surgeries and procedures.

Harborside will continue to draw patients from the same sources of payment that it has in the past. It will not alter the payor mix experienced by other area facilities.

The third operating room at Harborside will improve access to health care services in the service area. The increased capacity will increase the efficiency of physician practices, will reduce potential waiting times for surgical services, and will accommodate the increasing range of services offered in an outpatient or ambulatory setting.

Harborside will not change its charge structure in response to the third operating room. By adding an operating room to an existing facility that incorporated plans for expansion in its original design, the project will be implemented at minimal costs. The additional staffing required consist of several nurses and surgical technicians and will not increase in a substantial way the competition for medical personnel.

10.24.01.08G(3)(g) Health Equity. The Commission shall consider how a proposed project will address health care disparities in availability, accessibility, and quality of care among different populations within the service area. The Commission shall consider how social determinants of health within the service area of the proposed project create disparities in the delivery of health care.

INSTRUCTIONS: In evaluating proposed projects for health equity, the Commission will scrutinize the project's impact on health care disparities and social determinants within the service area. Health equity involves the fair distribution of resources and opportunities, ensuring individuals, regardless of background, have the chance to achieve their highest level of health. It further encompasses addressing disparities and systemic barriers that affect different populations.

With health equity in mind, the applicant shall identify the specific medically underserved area(s)/group(s)³ within the designated service area and outline how the proposed project will address the unique health needs and quality of care for each identified group.

Applicants are expected to furnish a detailed overview of their organization's expertise and experience in health care access and service delivery. Emphasis should be placed on highlighting

³ According to HRSA, medically underserved populations and areas are identified as those which lack access to primary care services. These groups may face economic, cultural, or language barriers to health care. Some examples include: People experiencing homelessness, people who are low-income, people who are eligible for Medicaid, Native Americans and other historically disadvantaged populations of color, migrant farm workers, etc. (<https://bhw.hrsa.gov/workforce-shortage-areas/shortage-designation#mups>)

any relevant background that underscores the organization’s commitment to equitable health care. This encompasses efforts to integrate implicit bias and cultural competency training within the health facility and among current staff members.

Please provide a comprehensive account of how the applicant planned with the community during the preparations for this project and how it will continue to engage with the community. Include a description of any specific initiatives and programs aimed at improving community well-being that are relevant to the proposed project. If applicable, the applicant should acknowledge any unintended barriers caused by the project that may have been identified through community discourse and propose proactive solutions to mitigate and rectify potential issues.

Response:

Diversity, Equity and Inclusivity

According to the US Census Quick Facts, the 5 counties that comprise our primary service are racially and ethnically diverse.

Race and Hispanic Origin	Prince George's County, Maryland	Prince William County, Virginia	Alexandria city, Virginia	Arlington County, Virginia	Fairfax County, Virginia	United States
Population estimates, July 1, 2023, (V2023)	947,430	489,640	155,230	234,162	1,141,878	334,914,895
PEOPLE						
Race and Hispanic Origin						
White alone, percent	27.0%	61.1%	56.7%	73.4%	63.3%	75.5%
Black or African American alone, percent (a)	64.1%	21.9%	21.3%	10.6%	10.9%	13.6%
American Indian and Alaska Native alone, percent (a)	1.4%	1.1%	0.3%	0.7%	0.6%	1.3%
Asian alone, percent (a)	4.4%	10.7%	6.4%	11.3%	20.9%	6.3%
Native Hawaiian and Other Pacific Islander alone, percent (a)	0.2%	0.2%	0.0%	0.1%	0.1%	0.3%
Two or More Races, percent	2.9%	4.9%	10.0%	3.9%	4.2%	3.0%
Hispanic or Latino, percent (b)	20.9%	25.8%	16.6%	15.6%	16.8%	19.1%
White alone, not Hispanic or Latino, percent	11.4%	39.1%	51.1%	59.9%	48.5%	58.9%

Harborside Surgery Center is comprised of a racially and ethnically diverse medical staff and employees:

I. Medical Staff

Race / Ethnic Identity

White	58%
Black or African American	
American	17%
Asian	25%

II. Employees

White	54%
Black or African American	
American	24%
Hispanic	10%

Filipino	4%
Asian	4%
Native American	2%
Two or more Races present	2%

Harborside Surgery Center is committed to fostering a workplace environment that upholds principles of equality and inclusivity. As outlined in the Harborside Surgery Center Employee Manual, our hiring practices adhere strictly to the principles of equal employment opportunities. We are dedicated to providing fair and equitable treatment to all individuals, irrespective of race, color, creed, sex, marital status, age, national origin, physical handicap, disability, medical condition, or ancestry.

Equal Employment Opportunity (excerpt from Harborside Surgery Center Employee Manual)

Harborside Surgery Center is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available persons in every job. Harborside Surgery Center's policy prohibits unlawful discrimination based on race, color, creed, sex, marital status, age, national origin, physical handicap, disability, medical condition or ancestry or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful.

Harborside Surgery Center is committed to complying with all applicable laws providing equal employment opportunities to individual regardless of race, color, creed, sex, marital status, age, national origin, physical handicap, disability, medical condition or ancestry. This commitment applies to all persons involved in the operations of Harborside Surgery Center and prohibits unlawful discrimination by any employee of Harborside Surgery Center including supervisors and coworkers.

Harborside Surgery Center commitment to equality and inclusivity extends to our patients and their families. As part of onboarding, the staff orientation plan includes review of Harborside Surgery Center Code of Ethical Behavior which outlines the centers responsibility to the patients and the community it serves and will conduct business and patient care operations within an ethical framework as defined by the Center's mission, and goals and objectives and as approved by Board of Managers.

Below is an excerpt from the Code of Ethical Behavior:

Respect for the Patient

We treat all patients with compassion and respect safeguarding their dignity, cultural, psycho-social and spiritual needs. The patient and, with the patients' concurrence, the family, is involved in the decisions regarding treatment alternatives and risks associated with their care. Care, treatment, or services are provided based on patient needs, regardless of compensation or financial risk-sharing with those who work in the organization, including staff and licensed independent

practitioners. The safety and quality of care, treatment, or services do not depend on the patient's ability to pay.

Attachment 23 includes a copy of the Harborside Surgery Center Code of Ethical Behavior

Staff Development: Social Determinants of Health, Implicit Bias, and Cultural Competence

Harborside Surgery Center recognizes the critical importance of providing ongoing competency training for its staff and medical professionals to ensure that our healthcare professionals possess the necessary competence to understand and effectively practice key concepts such as Social Determinants of Health (SDOH), Implicit Bias, and Cultural Competence.

As part of our commitment to fostering a workplace environment that values cultural competence and inclusivity, we require all staff to complete a course on Social Determinants of Health (SDOH), Implicit Bias, and Cultural Competence during onboarding and on an annual basis thereafter.

We have recently adopted the following annual competency training described below:

Social Determinants of Health (SDOH):

This course is designed to help provide healthcare professionals with the knowledge, skills, and strategies necessary to provide culturally competent and responsive care to all patients. This course includes factors that need to be continually addressed and managed for healthcare professionals to continue to serve the diverse population of patients, social determinants of health, and the association with health and outcomes to provide culturally competent care.

Course objectives:

- 1.- Understand health inequities and barriers surrounding various cultural differences
- 2.- Describe how conditions in the environment influence health, functioning, and quality-of-life
- 3.- Deploy best practice approaches toward providing quality care for all individuals

Implicit Bias:

This course is designed to provide healthcare professionals with an understanding of implicit bias and its impact on patient care. It explores the concept of bias, specifically focusing on biases related to race, gender, sexual orientation, and socioeconomic status. Participants will learn to recognize and address their own implicit biases to promote equitable and inclusive healthcare practices. The course will cover the effects of bias on patient outcomes and the importance of creating a culturally sensitive and unbiased healthcare environment.

Course objectives:

- 1.- Explain how implicit bias impacts patient care and health outcomes.
- 2.- Give examples of real-world impacts of implicit bias on healthcare providers.

Cultural Competence:

This course equips healthcare professionals with the knowledge, skills, and strategies necessary to provide culturally competent and responsive care to all patients. It covers topics such as cultural competency, national standards, barriers to cultural competency, unconscious bias, gender disparities, identity and expression, and strategies for providing equitable, diverse, and inclusive care. By understanding cultural barriers and developing effective strategies, healthcare professionals can enhance their ability to provide culturally competent care and create a more inclusive healthcare environment.

Course objectives:

- 1.- Define the general principles of cultural competency.
- 2.- Describe the difference between conscious and unconscious biases and understand how they can impact health outcomes for patients.
- 3.- Understand the health inequities and barriers surrounding various cultural differences.
- 4.- Understand assumptions and myths of various concepts and groups detailed in the presentation and be able to identify those issues in the health care setting and mitigate those issues.
- 5.- Deploy best practice approaches toward providing quality care for all groups to ensure that all individuals have access to culturally and linguistically appropriate care.
- 6.- Establish welcoming and safe environments within respective facilities.

Expertise and experience in health care delivery

Harborside Surgery Center is dedicated to upholding a standard of excellence in healthcare delivery, with a strong emphasis on equity and patient-centered care.

One notable example of this commitment can be found in our interpretive services. Before each patient's procedure, an evaluation is conducted during the pre-operative phone assessment to determine if interpretation services will be required.

To address this need, interpreter services are readily available to all our patients at no additional cost. We have team members who are multilingual within our facility who are specifically assigned to cases where interpretation services are deemed necessary.

Attachment 24 contains a copy of Harborside's policy: Interpretive 1.08 Interpretive Services

By implementing these proactive measures, we demonstrate our commitment to equity and inclusivity in healthcare delivery.

Improving Community Well Being

US Census Bureau QuickFacts – from website

Table

Health	Prince George's County, Maryland	Prince William County, Virginia	Alexandria city, Virginia	Arlington County, Virginia	Fairfax County, Virginia	United States
Population estimates, July 1, 2023, (V2023)	947,430	489,640	155,230	234,162	1,141,878	334,914,895
PEOPLE						
Health						
With a disability, under age 65 years, percent, 2018-2022	6.8%	5.8%	4.5%	4.0%	4.7%	8.9%
Persons without health insurance, under age 65 years, percent	10.8%	9.6%	9.6%	5.0%	7.4%	9.3%
Income & Poverty	Prince George's County, Maryland	Prince William County, Virginia	Alexandria city, Virginia	Arlington County, Virginia	Fairfax County, Virginia	United States
Population estimates, July 1, 2023, (V2023)	947,430	489,640	155,230	234,162	1,141,878	334,914,895
PEOPLE						
Income & Poverty						
Median household income (in 2022 dollars), 2018-2022	\$97,935	\$123,193	\$113,179	\$137,387	\$145,165	\$75,149
Per capita income in past 12 months (in 2022 dollars), 2018-2022	\$43,833	\$48,958	\$75,884	\$85,221	\$67,598	\$41,261
Persons in poverty, percent	10.9%	6.9%	8.8%	6.8%	5.9%	11.5%

Review of the US Census data for our top 5 counties in Harborside Surgery Center service area, we find on average 8.5% of the population 65 and under are without health insurance and 7.7% persons in poverty.

Harborside Surgery Center is committed to providing access and care to the underserved, uninsured and persons of poverty. We have demonstrated this with our commitment to Charity Care as discussed earlier in this application.

Further, Harborside Surgery Center has supported Operation Walk Virginia and members of our medical staff with in-kind contributions of medications, supplies, and staff to mission trips providing hip and knee surgeries to patient in Central and South America.

To address the availability of access to the uninsured in our community, Harborside Surgery Center is partnering with our surgeon to identify uninsured patients in need and provide surgical services to this population.

As part of our ongoing commitment to increasing access to care within our community, we are exploring a partnership with Operation Walk USA.

Operation Walk USA is a medical charitable organization established in 2011, dedicated to assisting uninsured patients in the United States who require hip or knee replacement surgeries. While historically, Operation Walk USA has collaborated with hospital partners, we are interested in exploring the possibility of extending this partnership to our ambulatory surgery center (ASC) setting. Our goal is to provide these critical services to uninsured patients within our service area.

At present, our collaboration with Operation Walk USA is in the exploratory phase. We are actively assessing the feasibility and logistics of integrating their services into our ASC operations.

We are committed to keeping the Commission informed of our progress as we work towards enhancing access to care for underserved populations in our community.

0.24.01.08G(3)(h) Character and Competence. The Commission shall assess the character and competence of an applicant based upon experience and past performance, including any records of violation in operating a health care service or facility.

INSTRUCTIONS: In evaluating proposed projects for Character/Competence, the Commission will review the information provided in response to Part III of the application and look for a detailed narrative response highlighting any past issues and how any issues have now been corrected or addressed. If there have not been any past issues, please include in your narrative any history that has been a positive reflection of character/competence. The response should include, at minimum:

- Names/addresses of all owners and individuals responsible for the proposed project and its implementation. This includes any person with 5% or more ownership interest in the facility

Response:

The following table lists the names and addresses of all owners and individuals responsible for the proposed project and its implementation, including any person with 5% or more ownership interest in the facility.

Owner	Ownership Share (%)	Address
M2 Orthopedic Partners Holdings, LLC	51.0	5324 2nd Street Boulder, CO 80304
Andrew Wolff, M.D.	6.72	2021 K Street, NW Washington, DC 20006 Suite 516
Sameer Nagda, M.D.	5.13	2501 Parkers Lane, Alexandria Va 22306
Kevin Fricka, M.D.	4.73	2501 Parkers Lane, Alexandria Va 22306
Ben Kittredge, M.D.	4.73	6354 Walker Ln STE 300, Alexandria VA 22310
George Branche III, M.D.	4.35	2800 Shirlington Road Arlington Va 22206
William G. Hamilton, M.D.	4.35	2501 Parkers Lane, Alexandria Va 22306
Michael Nathan, M.D.	3.16	2616 Sherwood Hall Lane, Suite 408, Alexandria, VA 22306
Robert Sershon, M.D.	2.80	2800 Shirlington Road

		Arlington Va 22206
Nitin Goyal, M.D.	2.37	2800 Shirlington Road Arlington Va 22206
David Weintritt, M.D.	1.99	4660 Kenmore Ave, Suite 1018, Alexandria, VA 22304
Steven Saddler, M.D.	1.97	2800 Shirlington Road Arlington Va 22206
Cassie Root, M.D.	1.58	1715 N George Mason Dr STE 504, Arlington, VA 22205
Corey Wallach, M.D.	1.58	2800 Shirlington Road Arlington Va 22206
Rikesh Gandhi, M.D.	1.32	2800 Shirlington Road Arlington Va 22206
Nigel Azer, M.D.	1.02	2800 Shirlington Road Arlington Va 22206
G. Anderson Engh, M.D.	0.51	2501 Parkers Lane, Alexandria Va 22306
Craig McAsey, M.D.	0.51	2501 Parkers Lane, Alexandria Va 22306
Jeffrey Lovallo, M.D.	0.18	2800 Shirlington Road Arlington Va 22206

- For each individual identified disclose any involvement in the ownership, development, or management of another health care facility.

Response:

The following listing consists of those individuals who have any involvement in the ownership, development, or management of another health care facility.

Physician	Facility	City/State
George Branche III, M.D.	Fairfax Surgical Center	Fairfax, Virginia
Michael Nathan, M.D.	Fairfax Surgical Center	Fairfax, Virginia
Ben Kitteridge, M.D.	Inova Franconia Springfield Surgery Center OrthoVirginia Herndon	Alexandria, Virginia Herndon, Virginia
Andrew Wolff, M.D.	Massachusetts Avenue Surgery Center	Bethesda, Maryland

- For each individual and facility identified disclose if any license has been suspended or revoked, or been subject to any disciplinary action (such as a ban on admissions) in the last 5 years.

Response:

None.

- For each individual and facility identified disclose inquiries in the last from 10 years from any federal (CMS) or state authority (OHCQ), or other regulatory body regarding possible non-compliance with any state, or federal 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.

- **Response:**

None.

- Disclose if any owners and individuals responsible for the project have identified above have 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.

- **Response:**

None.

Positive Feature of Harborside Surgery Center and Owners

The Harborside Surgery Center prides itself on its dedicated staff who consistently strive to deliver an exceptional patient experience. This commitment is reflected in the numerous positive comments and feedback received from patients regarding the professionalism and compassion demonstrated by our staff and physicians.

Harborside requests that each patient complete a simple satisfaction report, which is shown below. A patient response is included, as well, and is an example of the positive comments received after receiving care at Harborside.



What did you like most about the facility? (Continued)

Response No.	Answer text
394	Process was very smooth. Everyone knew what they were doing. All very professional.
395	Dr Fricka, the anesthesiologist, the entire staff, and the facility.
396	Kindness, friendliness and professionalism.
397	Very clean
399	I observed positive and supportive interactions among all the staff and in turn I felt completely safe and cared for.
400	Staff was very helpful
401	Staff were extremely friendly, positive, and cheerful. They were very informative and professional. I felt an excellent care. Facility was very clean and well organized..

The owners of Harborside exemplify a strong sense of social responsibility and community engagement:

1. Drs. Hamilton and Fricka serve as Team Leads for Operation Walk Virginia, a charitable organization dedicated to providing hip and knee replacements to patients in need in Central and South America. Their involvement demonstrates a commitment to improving the lives of underserved populations beyond their local community.
2. Dr. [redacted] contributes to his community by volunteering as a team physician for various high school, collegiate, and professional sports teams. His dedication to supporting the health and well-being of athletes underscores his commitment to community service and healthcare advocacy.

Furthermore, the Harborside Surgery Center exemplifies excellence in patient care and commitment to quality assurance:

The center holds licensure from the State of Maryland, certification from Medicare, and accreditation from the Accreditation Association for Ambulatory Health Care (AAAHC). Our most recent AAAHC survey in March 2023 resulted in full compliance, with zero deficiencies identified in any area. This recognition underscores our unwavering dedication to maintaining the highest standards of patient care and safety.

Attachment 25 contains a copy of Harborside's most recent AAAHC Survey Report.

ADDENDUM A: GUIDANCE FOR CHARITY CARE AND FINANCIAL ASSISTANCE POLICY STANDARD

<p>(3) Charity Care Policy. Each hospital and ambulatory surgical facility shall have a written policy for the provision of charity care and financial assistance regarding free and reduced-cost care to uninsured, underinsured, or indigent patients and shall provide ambulatory surgical services on a charitable basis to qualified persons consistent with the policy. The policy shall include, as applicable below, at a minimum:</p>	<p>Provide a copy of the policy</p>
<p>(a) Determination of Eligibility for Charity Care or Financial Assistance. Within two business days following a patient's request for charity care services, application for medical assistance, or both, the hospital or ambulatory surgical facility shall make a determination of probable eligibility and notify the patient of that determination.</p>	<p>Quote the specific language from the policy that describes the determination <u>of probable eligibility</u> within 2 business days (as well as a citation to the location within the policy).</p> <p>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</p> <p>Quote the specific language from the policy that describes the determination <u>of probable eligibility</u> (and give a citation to the location within the policy).</p> <p>Provide copies of any application and/or other forms involved in the process for making a determination of probable eligibility within two business days.</p> <p>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.</p> <p><i>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.</i></p> <p><i>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</i></p>

	<i>policy must include the more easily navigated determination of probable eligibility.</i>
<p>(b) Notice of Charity Care Policy and Financial Assistance Policy. Public notice and information regarding the hospital or ambulatory surgical facility's charity care policy shall be disseminated, on an annual basis, through methods designed to best reach the facility's service area population 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. This notice shall include general information about who qualifies and how to obtain a copy of the policy or may include a posted copy of the policy. 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.</p>	Quote the specific language from the policy that describes the method of implementation, and provide a sample for each communication vehicle(s).
<p>(c) Criteria for Eligibility. A hospital shall comply with applicable State statutes and HSCRC regulations regarding financial assistance policies and charity care eligibility. 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 ambulatory surgical facilities described in these regulations. An ambulatory surgical facility, at a minimum, shall include the following eligibility criteria in its charity care policies:</p> <ul style="list-style-type: none"> (j) 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 charges; and (iii) 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. 	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.
<p>(d) 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</p>	Offer a complete explanation describing why its level of charity care is appropriate to the needs of its service area population.

the needs of its service area population.	
<p>(e) A hospital shall be able to demonstrate that its historic level of charity care or its projected level of charity care is appropriate to the needs of its actual or projected service area population. This demonstration shall include an analysis of the socio-economic conditions of the hospital's actual or projected service area population, a comparison of those conditions with those of Maryland's overall socio-economic indicators, and a comparative analysis of charity care provision by the applicant hospital and other hospitals in Maryland. The socio-economic indicators evaluated shall include median income and type of insurance by zip code area, when available. The analysis provided may also include an analysis of the social determinants of care affecting use of health care facilities and services and the health status of the actual or projected hospital service area population.</p>	<p>Submit an analysis that compares the socio-economic conditions of the hospital's actual or projected service area population with the socio-economic conditions in Maryland overall, and include a comparison of charity care provided by the applicant hospital and other hospitals in Maryland.</p> <p>The analysis shall include median income and type of insurance by zip code area, when available, and any social determinants of care affecting the use of health care facilities and services and the health status of the actual or projected hospital service area population.</p>
<p>(f) An applicant submitting a proposal to establish or expand an ambulatory surgical facility 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 ambulatory surgical facilities in the most recent year reported, measured as a percentage of total operating expenses. The applicant shall demonstrate that:</p>	
<p>(i) Its track record in the provision of charitable health care facility services supports the credibility of its commitment;</p>	<p>Provide data on history of charity care provision.</p>
<p>(ii) It has a specific plan for achieving the level of charitable care provision to which it is committed. and</p>	<p>Describe the plan to meet the charity care commitment. An "ideal" response for demonstrating a serious <i>"specific plan for achieving the level of charitable care provision to which it is committed"</i> would:</p> <p>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;</p> <p>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.</p>
<p>(iii) If an existing ambulatory surgical facility has not met the expected level of charity care for the two most recent years reported to Commission, the applicant shall demonstrate that its historic level of charity care was appropriate to the needs of the service area population.</p>	

<p>(g) 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 ambulatory surgical facilities, measured as a percentage of total ambulatory surgical facility expenses, in the most recent year reported. The applicant shall demonstrate that:</p> <ul style="list-style-type: none"> (i) Its track record in the provision of charitable health care facility services supports the credibility of its commitment; (ii) It has a specific plan for achieving the level of charitable care provision to which it is committed; and (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. 	<p>Please see the response in Paragraph (f)(i) – (iii) above.</p>
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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. 05B (9) Impact.

(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 other practitioner;

(ii) A minimum of two years of historic surgical case volume data for each physician or other 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 other practitioners; and

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

(b) An application shall assess the impact of the proposed project on surgical case volume at 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 that hospital, 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 .06A of this Chapter and the operating room inventory rules in Regulation .06C 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 1		Year 2		Year 3		
	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	

5 most frequently performed surgeries, two most recent years		
Surgical Procedure*	Yr1	Yr2

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

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_____

Print Name:_____

ATTACHMENTS

ATTACHMENT 1

LEASE AGREEMENT

LEASE AGREEMENT

(Suite No. 200)

By and Between

SP V NATIONAL HARBOR I, LLC
a Delaware limited liability company

AS LESSOR

AND

SURGCENTER AT NATIONAL HARBOR, LLC,
a Maryland limited liability company

AS LESSEE

AT

The Medical Pavilion at National Harbor I

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EXHIBITS AND SCHEDULES:

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- Addendum 2 - Additional Lease Provisions
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- Schedule 6 - Lessee's Renewal Options

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease”) is entered effective as of the 4th day of June, 2021, between Lessor and Lessee (as such terms are defined in the Basic Lease Information below).

W I T N E S S E T H:

BASIC LEASE INFORMATION

Building: The building located at 251 National Harbor Boulevard, Oxon Hill, Maryland (the “Building”) and known as The Medical Pavilion at National Harbor I.

Project: The Medical Pavilion at National Harbor I, inclusive of the Building and the land on which it is located (the “Land”), which Land is more particularly described on Addendum 3 attached hereto, as well as such other land and improvements which from time to time Lessor designates as part of the Project.

Lessor: SP V National Harbor I, LLC, a Delaware limited liability company.

Lessee: SurgCenter at National Harbor, LLC, a Maryland limited liability company (doing business as Harborside Surgery Center).

Premises: The premises demised by this Lease shall consist of approximately 19,352 rentable square feet (“Rentable Area of the Premises”) on the second (2nd) floor of the Building, otherwise known as Suite No. 200, together with the nonexclusive use of the Common Areas (as defined herein) of the Project made available by Lessor from time to time to all lessees of the Project (collectively, the “Premises”), as further described herein. The Premises are outlined on Addendum 4 attached hereto and hereby made a part hereof. Prior to the Scheduled Commencement Date the Rentable Area of the Building shall be measured by Lessor’s architect using the BOMA Method. If, as a result of such measurement the Rentable Area of the Premises or the Rentable Area of the Building shall be determined to contain an amount of square footage different than the amount of square feet referenced in the Basic Lease Information, the Base Rent (as defined herein), Lessee’s Share of Operating Expenses (as defined herein), the Lessee Improvement Allowance (as defined herein) and all other terms of this Lease which are based upon the size of the Rentable Area of the Premises or of the Building, shall be calculated based on the actual Rentable Area of the Premises or of the Building, and Lessor and Lessee shall enter into an amendment to this Lease confirming such adjustments. Unless otherwise specifically designated, all references to square footage or square feet in this Lease are to rentable square footage or square feet.

Permitted Use: Subject to the limitations and restrictions on use set forth in Section 2.2 hereof, the Premises shall be used by Lessee in accordance with any and all applicable Governmental Requirements and Healthcare Laws (as those terms are defined in Section 2.2(b), below) and solely for the following purposes, and for no other purpose whatsoever: medical office space and related administrative purposes.

Scheduled Commencement Date: The Commencement Date is anticipated to be January 15, 2022; provided, however, the actual Commencement Date shall be the earlier of: (a) the date that is fifteen (15) days following the first to occur of (i) the Actual Substantial Completion Date (as defined in Schedule 2 attached to this Lease) of the Premises, or (ii) the date on which the Actual Substantial Completion Date of the Premises would have occurred but for Tenant Delay (as defined in Schedule 2 attached to this Lease); or (b) beneficial occupancy of the Premises by Lessee therein.

Term: Sixteen (16) years and six (6) months.

Rentable Area of the Building: The Rentable Area of the Building is deemed to consist of 92,945 rentable square feet ("Rentable Area of the Building").

Rentable Square Feet: All references to "rentable square feet" contained herein shall mean the number of square feet of a given space, area or structure, measured in accordance with ANSI/BOMA ANSI Z65.1 – Rev. 2017 standard ("**BOMA Method**").

Base Rent: \$34.00 per square foot of Rentable Area of the Premises per year for the first (1st) year of the Term, and Base Rent shall increase annually at a rate equal to two and one half percent (2.5%).

Security Deposit: \$657,968.

Lessee Improvement Allowance: Up to \$2,322,240.00 (i.e. the amount which is equal to \$120.00 per square foot of Rentable Area of the Premises), subject to the terms and conditions of Schedule 2 to this Lease.

Lessor's Address for Notices:

c/o Seavest Healthcare Properties
707 Westchester Avenue
Suite 401
White Plains, NY 10604
Email: mbasheer@seavesthcp.com
c/o Seavest Healthcare Properties

Lessee's Address for Notices:

M2 Orthopedic Partners Holdings, LLC
5324 2nd Street
Boulder CO, 80304
Attention: Marshall Maran

Email:
marshall@americanorthopartners.com

“Lessor’s Related Parties” shall mean Lessor’s employees, agents, officers, principals, owners, directors, shareholders, trustees, partners, joint venturers, subsidiaries, corporate parents, affiliates, patients, representatives, successors, assigns, customers, invitees, licensees, tenants (other than Lessee and Lessee’s Related Parties), subtenants, concessionaires, contractors, servants, vendors, materialmen, suppliers or any other person or entity acting for or on behalf of Lessor, but shall not mean Lessee or any of Lessee’s Related Parties.

“Lessee’s Related Parties” shall mean Lessee’s patients, employees, agents, officers, principals, owners, directors, shareholders, trustees, partners, joint venturers, subsidiaries, corporate parents, affiliates, representatives, successors, assigns, customers, invitees, licensees, tenants, subtenants, concessionaires, contractors, servants, vendors, materialmen, suppliers or any other person or entity acting for or on behalf of Lessee, but shall not mean Lessor or any of Lessor’s Related Parties.

ARTICLE I. PREMISES

1 Premises.

(a) Subject to and upon the terms, provisions and conditions hereinafter set forth, and each in consideration of the duties, covenants and obligations of the other hereunder, Lessor does hereby lease, demise and let to Lessee and Lessee does hereby lease and take from Lessor the Premises described in the Basic Lease Information. Except as otherwise explicitly set forth herein, the lease of the Premises to Lessee includes the non-exclusive right, together with other tenants and occupants of the Project and their respective officers, agents, employees, invitees and customers (including those of Lessee), to use the Common Areas of the Building and the land on which the Building is situated.

(b) If Lessee occupies the Premises prior to the Scheduled Commencement Date, Lessee shall abide by the terms and conditions of this Lease, as if the Term of this Lease had already commenced, except that Lessee shall have no obligation to pay the Base Rent, any Additional Rent on account of Operating Expenses or any portion thereof until the Commencement Date; provided, however, that notwithstanding anything to the contrary contained herein, Lessee shall be responsible for paying the cost of all submetered or if there is no submeter, a pro rata share of, utilities supplied to the Premises during such period. In the event Lessee commences its business operations to the public within the Premises during such early occupancy period, then notwithstanding anything to the contrary contained herein, the Commencement Date shall be deemed to have occurred on the date Lessee commenced such business operations within the Premises.

(c) Following delivery of the Premises to Lessee as herein contemplated, Lessee agrees to occupy the entirety thereof and to continuously operate for the Permitted Use and for no other use. Lessee agrees that it will have no claim for damages, offset of rent or otherwise against Lessor arising out of completion of construction of the Building and constructing premises for other lessees of space in the Building, except as expressly provided herein to the contrary;

subject, however, to Lessor using commercially reasonable efforts to minimize disruption to Lessee's use of and access to the Premises while performing such construction.

ARTICLE II. TERM, USE AND RENT

2.1 Term. Subject to and upon the terms and conditions set forth in this Lease, this Lease shall be effective as of the Effective Date and the Term shall commence and continue in force for a term of sixteen (16) years and six (6) months beginning on the Commencement Date (as defined in Schedule 1) and ending at the close of business on the last day of the one hundred and ninety-eighth (198th) full calendar month following the Commencement Date (the "Term"). Lessee's obligations to pay Rent and Lessee's other obligations under this Lease shall commence upon the Commencement Date. After the occurrence of the Commencement Date, Lessor and Lessee shall, if requested by either party in writing, confirm the Commencement Date and certain other matters in the form of the Acknowledgement attached as Addendum 5 hereto; provided, however, either party's failure to enter into such certificate shall not affect the occurrence of the Commencement Date.

Anything to the contrary contained in this Lease notwithstanding, Lessee shall have the right and option to extend the Term of the Lease for two (2) additional five (5) year periods (each, a "Renewal Term"), subject to and on the terms and conditions set forth on **Schedule 6**.

2.2 Use.

(a) The Premises are to be used and occupied by Lessee for the Permitted Use, as set forth in the Basic Lease Information. Lessee shall occupy the Premises and conduct its business therein in compliance with all Governmental Requirements (as defined below). Lessee shall not knowingly conduct any activity in the Premises which would materially increase, or render void any insurance maintained by Lessor on any portion of the Premises or the Project. Lessee shall not cause any nuisance (as determined by Governmental Requirements) in the Premises, nor unreasonably interfere with any other tenant in their use of their respective Premises.

(b) Notwithstanding anything to the contrary contained herein, Lessee shall not use, or suffer or permit the use or occupancy of, or suffer or permit anything to be done in or anything to be brought into or kept in or about the Premises or the Building or any part thereof (i) which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease; (ii) which would cause Lessor to be in violation of any of the exclusive or restrictive use clauses set forth in Schedule 5 attached hereto; and/or (iii) which would, in the reasonable judgment of institutional landlords of comparable buildings in the Prince George's County, Maryland submarket (a) impair the appearance or reputation of the Building; or (b) impair, interfere with or otherwise diminish the quality of any of the Building services or the cleaning, ventilating, air conditioning or other servicing of the Building or Premises, or the use of any of the Common Areas of the Building (such that the scope or quality of the services provided will be less than that found at comparable buildings in the Prince George's County, Maryland submarket); or (c) constitute a nuisance at law, or cause any injury or damage to any occupants of the Premises or other tenants or occupants of the Building or their property; or (d) cause harmful air emissions or any unusual or other objectionable odors, noises or emissions to emanate from the Premises.

Moreover, without in any manner limiting the foregoing, Lessee shall be expressly prohibited from using the Premises for any use set forth on Schedule 5 hereto, as well as the following: (I) operation of a retail pharmacy, provided that Lessee shall be permitted to have within the Premises a pharmaceutical dispensary for its own clients and patients; (II) provision of medical services not performed directly by or under supervision of a physician or other licensed health care provider; (III) hospital; (IV) intermediate care facility; (V) nursing facility; (VI) dedicated emergency center; (VII) home health services; (VIII) birthing center; (IX) HMO; (X) ambulance service; (XI) overnight surgery center with a length-of-stay longer than 23 hours; (XII) healthcare or medical center offering assisted suicide services; or (XIII) a comprehensive spine and/or pain management center.

(c) At all times during the term of this Lease and any extension or renewal hereof, Lessee, at its cost, shall comply with, and shall promptly correct any violations of, (i) all requirements of any insurance underwriters, or (ii) any Governmental Requirements (as defined below) relating to Lessee's use and occupancy of the Premises, and/or (iii) any other applicable federal, state, and local laws, regulations, and ordinances relating to Lessee's operations ("Healthcare Laws"), including without limitation the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any and all other laws, regulations and ordinances pertaining to healthcare providers. Lessee shall indemnify, defend and hold Lessor harmless from and against any and all losses, damages, claims of third parties, costs of correction, expenses (including attorney's fees and cost of suit or administrative proceedings) and/or fines arising out of or in connection with Lessee's failure to comply with Governmental Requirements and/or applicable Healthcare Laws. Lessor shall not be liable to Lessee for any violation of any Governmental Requirements relating to Lessee's use and occupancy of the Premises or any violation of any Healthcare Laws, regardless of the cause of such violation. The provisions of this Section 2.2(b) shall survive the expiration or termination of this Lease. For purposes of this Lease, "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Building (including, without limitation, the Premises) including, but not limited to, requirements under all applicable state, county or local building, zoning, fire and other codes, requirements, decisions, directives, orders or approvals and all federal, state and local requirements and regulations and the provisions of, and regulations promulgated pursuant to, any other law, rule, statute, ordinance or regulation governing accessibility by persons with physical disabilities (including, without limitation, 42 U.S.C. Section 12101 et seq. (the "Americans with Disabilities Act"), and all requirements and restrictions contained in or promulgated pursuant to any declaration or other document placed of record applicable to or affecting the Building.

(d) Lessee shall not exceed the floor load which is standard to the Building and Lessor shall have the right to approve the location of any and all heavy objects Lessee proposes to place within the Premises. Lessee further agrees to provide not less than twenty-four (24) hours prior notice to Lessor prior to moving any heavy objects (including, without limitation, machinery, heavy equipment, freight, bulky matter or fixtures) into or out of the Building.

(e) Lessor shall not permit any of the following uses in the Building, and will not sell or lease the Building to any owner or tenant who undertakes business in, or otherwise uses the Building for, the following: adult entertainment, adult video or bookstore, secondhand or used

goods store, nightclub, tavern, lounge, dance hall, massage parlor, funeral home or morgue, pool hall, game parlor, commercial amusements, undertaking establishments, health spa, gym, skating rink, bingo games, betting agency, bowling alley or other entertainment, spa or fitness center, flea market, auto dealership, car rentals or sales, hazardous or illegal uses, or child care center.

2.3 Competitors.

(a) During the Term of this Lease, and subject to the rights of existing tenants of the Project (and their successors and assigns) as of the day hereof under their existing leases, Lessor covenants and agrees not to enter into a lease or any other occupancy agreement with another tenant (each, a “Competitor”) for space in the Project to be operated as a surgery center specializing in orthopedics. As used herein, the term “specializing in” means generates more than twenty-five percent (25%) of gross revenues therefrom.

(b) The covenant described above in Section 2.3(a) shall automatically become null and void and of no further force and effect in the event: (i) an Event of Default occurs, (ii) Lessee’s business changes such that, at a point after the first twelve (12) calendar months of the Term, Lessee no longer derives at least 25% of its gross revenues at the Premises from the provision of the services described in Section 2.3(a) above, (iii) Lessee assigns this Lease or sublets the Premises, or (iv) if such covenant shall be deemed in violation of any applicable law ordinance, rule or regulation.

(c) Notwithstanding anything to the contrary herein, the term “Competitor” shall not in any event include any existing tenants at the Project (and their successors and assigns) pursuant to their existing leases (including, without limitation, any renewals or extensions of the existing leases of any such existing tenants (or their successors and assigns), but not including any amendments to existing leases modifying the use clauses thereunder) as of the date hereof.

2.4 Rent.

(a) Beginning on the Commencement Date and continuing thereafter throughout the Term, Base Rent as set forth in the Basic Lease Information shall be payable in equal monthly installments in advance on the first (1st) day of each calendar month during the Term by electronic payment to an account designated by Lessor. Lessee shall execute and deliver to Lessor simultaneously with execution of the Lease, Lessor’s then current form Authorization For Automatic Payments.

(b) Notwithstanding the foregoing or anything to the contrary contained herein, and provided in all events that Lessee is not in default of its obligations under this Lease beyond applicable notice and cure periods during the first eighteen (18) months of the Term, Lessee’s obligation to pay monthly Base Rent and Lessee’s Share of Operating Expenses shall be abated. However, upon the occurrence of any default by Lessee under this Lease which extends beyond applicable notice and cure periods during the first eighteen (18) months of the Term, the abatement of monthly Base Rent described in the immediately preceding sentence shall automatically become null and void and of no further force and effect, and Lessee shall begin paying to Lessor monthly Base Rent on the first day of the next occurring calendar month; provided, however, that together with the Base Rent due for such month, Lessee shall pay an amount equal to the Base Rent due for

the period beginning on the day of the prior month on which Lessee's default occurred beyond applicable notice and cure periods and ending on the last day of such month.

(c) Lessee shall also pay and discharge as additional rent ("Additional Rent") during the Term all other amounts, liabilities, obligations, costs, expenses, fees, assessments and impositions which Lessee has agreed to bear and pay pursuant to this Lease or for which Lessee has agreed to reimburse Lessor under this Lease, including, without limitation, Lessee's Share of Operating Expense as determined pursuant to Section 2.5. All Base Rent and Additional Rent (collectively "Rent") shall be payable without demand, offset, reduction, abatement or deduction at Lessor's address as set forth in the Basic Lease Information or at such other address as may be designated by Lessor from time to time in writing received by Lessee. If the Term commences on other than the first (1st) day of a month or terminates on other than the last day of a month, then installments of Base Rent and Additional Rent (as appropriate) payable for such month or months shall be prorated accordingly on a per diem basis, and paid in advance. Except as otherwise provided herein, all past due Rent shall bear interest from the due date until paid at the lesser of twelve percent (12%) per annum or the maximum non usurious annual rate permitted by law (the "Past Due Rate"). Notwithstanding the foregoing or anything to the contrary contained herein, Lessor shall waive any late charge and/or interest otherwise payable hereunder so long as Lessee is not late paying Rent more than twice in any calendar year and provided that such late payment is paid within ten (10) days after Lessee's receipt of written notice thereof.

(d) Lessee shall have the right to pay Rent and any other sums due under the Lease to Lessor via Automated Clearing House payment ("ACH Payments"). Lessor agrees to reasonably cooperate with Lessee to complete all necessary forms and to provide any information needed to facilitate Lessee's ACH Payments within thirty (30) days of Lessee's written request therefor. Lessor agrees that any late payment of Rent or any other amounts due under the Lease due to the transitioning to ACH Payments shall not be considered a default or breach of the Lease as long as Rent payments are not delayed more than fifteen (15) business days. Lessee shall have the right from time to time to change Lessee's method of payment upon not less than thirty (30) days prior written notice to Lessor as long as such method is compatible with the terms of this Lease.

2.5 Operating Expenses.

(a) The term "Operating Expenses" as used herein shall mean those Operating Expenses listed under "Included Operating Expenses" on Addendum 1 attached hereto, but shall not include the Operating Expenses listed under "Excluded Operating Expenses" on Addendum 1 attached hereto. Operating Expenses shall be computed on an accrual basis in accordance with sound accounting principles.

(b) "Lessee's Share of Operating Expenses" as used herein shall mean the Operating Expenses multiplied by a fraction, the numerator of which is the Rentable Area of the Premises and the denominator of which is the greater of ninety-five percent (95%) of the Rentable Area of the Building leased or held for lease for the year in question or the total Rentable Area actually leased to tenants of the Building during such calendar year. Notwithstanding the foregoing, in calculating the Lessee's Share for any year, Lessor shall have the right to include in "Operating Expenses" all of the same operating expenses as are described above that are incurred

in connection with other real property which is part of the Project and are Project-wide expenses and specifically not expenses which are exclusive to another building located within the Project, provided that for such calculations the denominator used in determining the Lessee's Share shall include the rentable square footage of all buildings on such adjacent property or in the Project. By January 15 next following the Commencement Date (or as soon thereafter as is reasonably practicable), and by January 15 for each succeeding year (or as soon thereafter as reasonably practicable), Lessor shall provide Lessee with a forecast for estimated Operating Expenses for the following calendar year. The forecast will be based on (i) Operating Expenses incurred during the prior twelve (12) month or longer period and (ii) projected increases or decreases in Operating Expenses for the upcoming year as determined by Lessor. Lessee shall pay to Lessor, concurrently with each installment of Base Rent, one-twelfth (1/12th) of Lessee's Share of the estimated Operating Expenses. Should the Term commence or terminate as to any portion of the Premises at any time other than the first (1st) calendar day of a calendar year, Lessee's Share of Operating Expenses shall be prorated accordingly. All sums payable by Lessee under this Section 2.5 shall constitute Additional Rent.

(c) Within one hundred fifty (150) days after the end of each calendar year during the Term, Lessor shall deliver to Lessee a reconciliation statement itemized in reasonable detail showing Lessee's Share of actual Operating Expenses for the preceding calendar year ("Accounting Year") and Lessee's Share of estimated Operating Expenses for such preceding calendar year (the "Year End Accounting"). If the Year End Accounting shows that the Lessee's Share of actual Operating Expenses for the preceding calendar year exceeded Lessee's Share of estimated Operating Expenses for such preceding calendar year, Lessee shall pay such difference to Lessor within thirty (30) days after Lessee's receipt of the Year End Accounting. If, however, the Year End Accounting shows that Lessee's Share of actual Operating Expenses for the preceding calendar year is less than Lessee's Share of estimated Operating Expenses for such preceding calendar year, Lessor shall apply such excess to Lessee's Base Rent for the calendar month following the date that Lessor provides Lessee with the Year End Accounting or reimburse Lessee for same, if this Lease is then expired; provided, however, if there is insufficient time remaining in the Term for the credit to be fully paid out in accordance with this subsection (d), Lessor shall pay to Lessee the balance of such reimbursement within thirty (30) days of expiration of the Term.

(d) If the Building is less than ninety-five percent (95%) occupied throughout any calendar year of the Term, then the actual Operating Expenses for the calendar year in question which vary with occupancy levels in the Building (e.g., elevator maintenance, management fees, etc.) shall be adjusted to be the amount of Operating Expenses which Lessor reasonably determines would have been incurred during that calendar year if the Building had been at least 95% occupied throughout such calendar year.

2.6 Security Deposit.

(a) Simultaneously with Lessee's execution of this Lease, Lessee shall deposit the Security Deposit with Lessor, which shall be security for the performance by Lessee of all of Lessee's obligations, covenants, conditions and agreements under this Lease. Lessor shall not be required to maintain the Security Deposit in a separate account. Except as may be required by law, Lessee shall not be entitled to interest on the Security Deposit. Provided Lessee is not in

default under this Lease, within approximately sixty (60) days after the later of the expiration or earlier termination of the Term or Lessee's vacating the Premises, Lessor shall return the Security Deposit to Lessee, less such portion thereof as Lessor shall have appropriated to satisfy any of Lessee's obligations, or any default by Lessee, under this Lease. If there shall be any default by Lessee under this Lease, then Lessor shall have the right, but shall not be obligated, to use, apply or retain all or any portion of the Security Deposit for the payment of any (a) Base Rent, Additional Rent or any other sum as to which Lessee is in default, or (b) amount Lessor may spend or become obligated to spend, or for the compensation of Lessor for any losses incurred, by reason of Lessee's default (including, but not limited to, any damage or deficiency arising in connection with the reletting of the Premises). If any portion of the Security Deposit is so used or applied, then within three (3) business days after Lessor gives written notice to Lessee of such use or application, Lessee shall deposit with Lessor an amount sufficient to restore the Security Deposit to the original amount, and Lessee's failure to do so shall constitute a default under this Lease. If Lessor transfers the Security Deposit to any purchaser or other transferee of Lessor's interest in the Project, then Lessee shall look only to such purchaser or transferee for the return of the Security Deposit, and Lessor shall be released from all liability to Lessee for the return of the Security Deposit.

(b) Notwithstanding anything to the contrary contained herein, and provided there has not then occurred an Event of Default at any time, Landlord shall release the Security Deposit to Tenant (and this Section 2.6 and all references to "Security Deposit" set forth in the Lease shall be deemed to have been deleted) within thirty (30) days after the date on which Tenant has delivered to Landlord verifiable income statements, balance sheets and/or statements of cash flows evidencing to Landlord's reasonable satisfaction that Tenant has maintained earnings before interest, tax, depreciation and amortization (EBITDA) equal to or greater than \$19,348,000 in each of the two (2) most recent fiscal year periods.

ARTICLE III. LESSOR'S SERVICES

3.1 Services by Lessor. Lessor shall furnish the following services, the costs of which are included as Operating Expenses:

(a) Water (hot and cold) at those points of supply provided for general use of tenants and occupants of the Building.

(b) Central air conditioning ventilation and heating from 8:00 a.m. to 8:00 p.m. Monday through Friday, and from 8:00 a.m. to 1:00 p.m. on Saturday (but in all cases excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other generally recognized state or national holiday celebrated in Maryland (the "Building Holidays")) at such temperatures and in such amounts as are generally standard for a building of similar class in the Prince George's County, Maryland submarket. Lessor shall, upon at least a one (1) business day prior written request from Lessee, supply such "after hours" central air conditioning and heating at such temperatures and in such amounts as are generally standard for the Building for such additional hours or days as Lessee may from time to time designate in writing. Lessee shall pay Lessor, within thirty (30) days after presentation of an invoice therefor, Lessor's standard charges for such additional air conditioning and heating, which amount shall be deemed Additional Rent hereunder.

(c) Janitorial services for the Premises shall be contracted and paid for solely by the Lessee. The contractor shall be proposed by Lessee subject to Lessor's approval, in its discretion. Lessee acknowledges that due to the medical uses in the rest of the Building that all janitorial contractors must be licensed and bonded and subject to other criteria as Lessor deems appropriate. The parties acknowledge that janitorial services for cleaning the Premises will not be included in Lessee's Operating Expense calculations, but that Lessee shall pay its pro-rata share for janitorial services for the common areas of the Building.

(d) Non-exclusive automatic passenger elevator service to the floor on which the Premises are located twenty-four (24) hours per day, seven (7) days per week, and non-exclusive freight elevator service during normal building hours and at such other reasonable times as Lessee may from time to time reasonably request in writing (but in no event less than a one (1) business day prior written request) subject to Lessor's reasonable approval of the scheduling thereof. Outside of normal business hours, Lessor shall have the right to control elevator access on a floor by floor basis.

(e) Electrical capacity shall be as provided in Schedule 2 of this Lease.

(f) All fluorescent bulb and ballast replacement for Building standard lighting in all areas and all incandescent bulb replacement in all Building corridors, lobbies, restrooms, janitor closets, service areas and other areas not for the exclusive use of any particular tenant. All references to "Building standard" contained herein shall mean such quality materials, equipment, fixtures and specifications as Lessor shall have incorporated as a part of its standard construction in the Building as of the date of this Lease.

(g) Access control to the Building via electronic key cards or fobs twenty-four (24) hours per day, seven (7) days per week, inclusive of all Building Holidays.

3.2 Interruption of Services.

(a) Failure by Lessor or any of Lessor's Related Parties to any extent to furnish the foregoing defined services, or any interruption or cessation thereof, shall not render Lessor liable for any damages; provided, however, Lessor shall use reasonable efforts to restore any service required of it that becomes unavailable.

3.3 Payment for Non-Standard Services. Lessee shall pay to Lessor as Additional Rent, upon demand, such additional amounts as are necessary to recover additional costs incurred by Lessor in performing or providing (at Lessor's option except as otherwise provided in Section 3.5) additional janitorial, maintenance, access control or other services or requirements of Lessee or in performing any services (and in paying additional taxes, assessments and insurance) with respect to any improvements in the Premises composed or constructed of materials other than Building standard.

3.4 Keys and Locks. Lessor shall furnish to Lessee, at Lessor's cost, thirty (30) keys or access cards per 1,000 square feet of Rentable Area in the Premises for each Building standard lock to exterior entrance doors entering the Building and for Building standard locks entering the Premises. Additional regular keys will be furnished at a reasonable charge by Lessor on an order signed by Lessee or Lessee's authorized representative. All such keys shall be and remain the

property of Lessor. No additional locks shall be allowed on any door of the Premises without Lessor's consent, and Lessee shall not make, or authorize to be made, any duplicate keys, except those furnished by Lessor. Upon termination of this Lease, Lessee shall surrender to Lessor all keys for the Premises and Project, and give Lessor keys to or the combination for all locks for safes, safe cabinets, vault doors and security systems, if any, permanently remaining in the Premises.

3.5 Signs.

(a) Lessor shall provide and install, at Lessee's expense, the following:

- (1) Building standard letters or numerals at the entrance to the Premises identifying Lessee and Lessee's office number, and pursuant to such other specifications as are reasonably acceptable to Lessee;
- (2) Lessee's name and office number on the Building directory board located in the Building lobby; and
- (3) Such other signage in the interior of the Building as mutually agreed upon between Lessor and Lessee, such approval not to be unreasonably withheld, conditioned or delayed.

(b) Without limiting the generality of the foregoing, throughout the Term, and provided that there does not then exist an Event of Default hereunder, the parties hereby acknowledge and agree that Lessee shall have the right, at its sole cost and expense, to install "eyebrow" signage along the first floor of the Building, which sign shall (i) be in the location shown on **Schedule 4**, (ii) be in accordance with all Governmental Requirements, (iii) be installed by a contractor or other party which meets with Lessor's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed, and (iv) be otherwise subject to Lessor's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Such exterior signage shall not protrude (1) vertically, above the roof line of the Building or below the highest exposed point of any exterior Premises window, or (2) laterally, beyond the exterior surface of any exterior Building wall. The rights set forth in this Section 3.5(b) are personal to the original Lessee named hereinabove, and may not be exercised if the named Lessee has assigned this Lease or sublet more than 35% of the Premises to any party in a transaction where Lessor's consent was required under Article VI of this Lease.

(c) Notwithstanding anything to the contrary contained herein, Lessor hereby approves of the signage concepts set forth on **Schedule 4** attached hereto and incorporated herein by this reference; provided, however, the final size, materials, and installation of all such signage shall remain subject to the terms of this Section 3.5. Lessor's approval of any of the aspects of the Lessee signage described in the immediately preceding sentence shall not constitute any representation or warranty that such signage is in accordance with all applicable laws, ordinances, rules and regulations or that governmental authorities having jurisdiction thereover will approve the same.

(d) At such time as Lessee leases less than 10,000 rentable square feet within the Building, Lessee's rights to install exterior signage as described in subsection (b) above shall

automatically terminate and be of no further force or effect, and Lessor may remove Lessee's exterior signage or require Lessee to remove the same, at Lessee's cost, and repair and restore the Building façade to the condition which existed prior to such signage installation, normal wear and tear and damage due to casualty excepted.

(e) Any changes to such signage following the initial installation thereof shall be at Lessee's expense. Lessee shall not display or, except as provided in this Section 3.5, authorize to be displayed, any signs, numerals, letters, or other graphics on the exterior of or which may be visible from outside the Premises. Moreover, Lessee shall maintain all signs installed by Lessee at the Project (wherever located) in good condition, shall remove its signs at the expiration or sooner termination of this Lease (or, if earlier, termination of the applicable signage right(s) hereunder), shall repair any resulting damage, and shall restore the Project to its condition existing prior to the installation of Lessee's signs. Moreover, Lessee shall maintain all signs installed by Lessee at the Project (wherever located) in good condition, shall remove its signs at the expiration or sooner termination of this Lease (or, if earlier, termination of the applicable signage right(s) hereunder), shall repair any resulting damage, and shall restore the Project to its condition existing prior to the installation of Lessee's signs.

3.6 Repairs and Maintenance by Lessor.

(a) Lessor shall at all times keep and maintain in good condition all common areas ("Common Areas") of the Building (including, without limitation, the main utility lines to the point of connection into the Building [e.g., main electricity and water/sewer service to the Building] and any Building systems not exclusively serving the Premises or the premises of another tenant [collectively, the "Base Building Elements"]) in good operating condition in accordance with Governmental Requirements and standards customarily maintained by the owners of medical office buildings comparable to the Building in terms of age, size and location in Prince George's County, Maryland. Notwithstanding anything to the contrary contained herein, the foregoing obligation of Lessor shall not apply to any such systems (including, without limitation, the HVAC system) serving only the Premises, including those installed after the date of this Lease. Lessor further agrees that its foregoing maintenance obligation shall include the obligation to use commercially reasonable efforts to maintain the Base Building Elements and other equipment it is obligated to maintain hereunder in substantial compliance with the owner's manuals, operations manuals or manufacturer's specifications related thereto. Lessor shall maintain reasonable records memorializing its servicing of such items in accordance with such manuals or specifications, and Lessee shall have the right to review Lessor's records to ensure Lessor's compliance upon reasonable notice to Lessor. Lessor hereby covenants and agrees that it shall neither make nor permit any material modification, alteration or improvement without Lessee's consent, which consent shall not be unreasonably withheld, conditioned or delayed, to the Building lobby which would materially, adversely impact Lessee's access to the Premises. Any Common Area modification, alteration or improvement requested by Lessor and reasonably agreed to by Lessee shall be designed, permitted and constructed at Lessor's sole cost and expense. Lessor shall provide cleaning and janitorial service to the Common Areas. Lessor shall maintain and replace all Building standard light fixtures, light bulbs and related equipment to the standard such items existed as of the completion of installation of same. In the event of any interruption of any utility service, Lessor shall use reasonable diligence to restore such services.

(b) Notwithstanding anything to the contrary herein, the term “Lessor Maintenance Obligation” as used in this Lease shall be deemed to mean and include any obligation Lessor has to maintain, repair, restore or replace as explicitly set forth in this Lease, including, without limitation, Lessor’s obligation to maintain, repair, restore and replace, as necessary:

- (1) the Common Area improvements to be installed by Lessor which are located in Common Areas;
- (2) the Base Building Elements located in the Premises, including sprinkler heads and any special fire protection equipment located within the Premises; and
- (3) the Common Areas.

(c) Whenever Lessor is discharging a Lessor Maintenance Obligation hereunder involving the use, care and maintenance of a particular item of equipment, a fixture, an improvement or another component where such use, care and maintenance is described in the manufacturer’s specifications or in operations or owner’s manuals therefor, Lessor shall use commercially reasonable efforts to discharge its Lessor Maintenance Obligation in substantial accordance with such specifications or manuals.

3.7 Utilities Lessee shall be responsible for payment of all charges for electricity directly to the supplier, and Lessor shall be responsible for the payment of gas, water, sewer and all other utilities supplied to or used in connection with the Premises and shall include such costs and expenses in Operating Expenses. If Lessor reasonably determines Lessee is consuming a disproportionate amount of any utility at the Premises in relation to other tenants in the Building, Lessor may, at its option, either (a) require Lessee to pay monthly as Additional Rent the costs of the excess utilities consumed by Lessee over the average of that consumed by other tenants in the Building, as estimated by Lessor in its reasonable discretion, or (b) install at Lessee’s expense a submeter gauging consumption of the respective utility at the Premises, in which event Lessee shall arrange and pay for such utility directly with the supplier thereof (which supplier shall be determined by Lessor). Lessee shall pay any costs of submetering within thirty (30) days after Lessor furnishes Lessee with a statement of such costs.

ARTICLE IV. CARE OF PREMISES; COMPLIANCE

4.1 Acceptance of Premises. By taking possession of the Premises, Lessee acknowledges that it has made an inspection of the Premises and accepts them in their “AS IS and WHERE IS” condition.

4.2 Repairs and Maintenance by Lessee. Subject to Sections 3.6, 4.6, 5.1, 5.2, 5.5 and all other applicable provisions of this Lease, Lessee shall, at its expense, maintain and repair the Premises and otherwise keep the Premises in good order and repair. Lessee, at its sole cost and expense, shall also make all needed repairs and replacements thereto including the cost of repairs and maintenance to any Systems or structural elements of the Building that serve the Premises exclusively (even if such repairs and maintenance are to be performed by Lessor as provided for

herein), unless the need for such repairs was caused by the gross negligence or willful misconduct of Lessor, its agents, employees or contractors or Lessor's failure to maintain the Systems or such structural elements in the condition required herein. Lessor shall be under no obligation to inspect the Premises. If Lessee fails to commence and diligently and continuously pursue such repairs or replacements within ten (10) days after receipt of notice thereof by Lessor, Lessor may, at its option, make such repairs or replacements, and Lessee shall repay the reasonable cost thereof plus a charge of five percent (5%) of such costs for overhead to Lessor, within thirty (30) days following Lessee's receipt of an invoice therefor (including reasonable supporting documentation).

4.3 Alterations, Additions, and Improvements. Lessee shall not make any alterations or physical additions in or to the Premises or place safes, vaults, or other heavy furniture or equipment within the Premises, without first obtaining the written consent of Lessor, such consent not to be unreasonably withheld, delayed or conditioned. All permanent alterations, physical additions, and improvements to the Premises (but excluding all of Lessee's Property, as defined below) shall, upon termination of this Lease, whether by lapse of time or otherwise, become the property of Lessor and shall be surrendered to Lessor without compensation to Lessee. This Section 4.3 shall not apply, however, to any of Lessee's or any of Lessee's Related Parties', trade fixtures, equipment, furniture, medical equipment, fixtures, furnishings, decorations, patient files, or any other personal property, whether now or hereafter attached to, or placed in, on or about, the Premises, Building and/or Project, and whether leased or owned by Lessee or any of Lessee's Related Parties (collectively the "Lessee's Property"). Lessee shall bear the costs of all removal of Lessee's Property, and Lessee shall (subject to Section 5.2 and Section 5.3) bear the cost of repairing any damage to the Premises caused by Lessee during such removal and/or caused by the removal of Lessee's Property whether done by Lessee, Lessor or a third party. Nothing express or implied in this Lease shall authorize or permit Lessee or any of Lessee's Related Parties to place any lien, security interest or other encumbrance (including, without limitation, mechanic's and materialman's liens and liens from lenders advancing money for build-out costs, leasehold improvements, equipment or other collateral placed in or on the Premises) upon the Premises or the contents therein, or Lessor's interest in the Project or the contents therein, or any part thereof, and Lessee shall, promptly following written demand from Lessor, cause any such lien, security interest or encumbrance to be released or otherwise bonded in a manner reasonably satisfactory to Lessor. If any such lien, security interest or other encumbrance is placed upon the Project or any of Lessor's property by reason of an action by Lessee or any of Lessee's Related Parties, then Lessee shall become liable to the Lessor (as Additional Rent) for all reasonable attorney's fees and other reasonable related expenses incurred by Lessor in having such lien, security interest or other encumbrance removed and discharged.

4.4 Entry into Premises Except in the case of a bona fide emergency (where no notice shall be required), upon Lessor's providing Lessee with one (1) business day's prior written notice, and at Lessee's option, while accompanied by a Lessee's representative, Lessee shall permit Lessor to enter into and upon the Premises at reasonable hours to inspect the same, to clean or make repairs thereto or to adjoining space as Lessor may reasonably deem necessary, to show the Premises to prospective lenders, purchasers, investors or prospective new tenants (but with respect to new tenants only during the last two hundred seventy (270) days of the Term), or to cure any defaults of Lessee hereunder that Lessor elects to cure; provided that if such actions are Lessee's responsibility under this Lease, Lessor agrees to provide written notice and a reasonable opportunity to cure the same to Lessee, as provided in Section 7.1 below. Without limiting the

generality of the foregoing, and except in the case of a bona fide emergency, Lessee shall have the right to have an employee accompany Lessor or its agents and contractors at all such times, it being understood that the nature of Lessee's business requires privacy toward Lessee's patients; and Lessor and its agents and contractors shall (or, in case of emergency, shall endeavor to) strictly follow all of Lessee's reasonable privacy and safety guidelines (including any regulations promulgated under HIPAA). If in the exercise of its rights hereunder Lessor obtains any materials expressly identified as containing protected health information ("PHI") under HIPAA, or if Lessor otherwise has a reasonable, good faith belief that any such materials contain PHI, Lessor shall not use such PHI and shall use all necessary efforts to (x) prevent its disclosure while in Lessor's possession and (y) prevent its use by Lessor's agents and contractors.

4.5 Environmental Compliance. (a) Lessee shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any "Hazardous Substances" (as defined below) upon or about the Building, or permit Lessee's employees, agents, and contractors and any other occupants of the Premises to engage in such activities upon or about the Building or the Premises. However, the foregoing provisions shall not prohibit the transportation to and from, and use, storage, maintenance and handling within, the Premises of substances customarily used in offices, including medical offices (or such other business or activity expressly permitted to be undertaken in the Premises pursuant to the terms of this Lease), provided: (i) such substance shall be used and maintained only in such quantities as are reasonably necessary for such permitted use of the Premises, strictly in accordance with applicable Governmental Requirements and the manufacturers' instructions therefor, (ii) such substances shall not be disposed of, released or discharged in the Building, and shall be transported to and from the Premises in compliance with all applicable Governmental Requirements and as Lessor shall reasonably require, (iii) if any applicable Governmental Requirement or Lessor's trash removal contractor requires that any such substances be disposed of separately from ordinary trash, Lessee shall make arrangements at Lessee's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site (subject to scheduling and approval by Lessor), and shall ensure that disposal occurs frequently enough to prevent unnecessary storage of such substances in the Premises, and (iv) any remaining such substances shall be completely, properly and lawfully removed from the Building upon expiration or earlier termination of this Lease. In furtherance of the foregoing, Lessee will, upon Lessor's reasonable request, deliver to Lessor a list of any Hazardous Substances (other than de minimis quantities of office cleaning supplies used at the Premises in accordance with this Section 4.6) stored or intended to be stored and/or used at the Premises, along with copies of material safety data sheets ("MSDS") and other written information in Lessee's possession prepared by manufacturers, importers or suppliers of any such Hazardous Substances.

(b) Lessee shall promptly notify Lessor of: (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Substances on the Premises or the migration thereof from or to the Building, (ii) any demands or claims made or threatened by any party against Lessee or the Premises relating to any loss or injury resulting from any Hazardous Substances, (iii) any release, discharge or non-routine, improper or unlawful disposal or transportation of any Hazardous Substances on or from the Premises, and (iv) any matters where Lessee is required by any Governmental Requirement to give a notice to any governmental or regulatory authority respecting any Hazardous Substances on the Premises. Lessor shall have the right (but not the obligation) to join and participate as a party in any legal proceedings or actions affecting the

Premises initiated in connection with any environmental, health or safety Governmental Requirement. At such times as Lessor may reasonably request, Lessee shall provide Lessor with a written list identifying any Hazardous Substances then used, stored, handled, generated, processed or maintained upon the Premises and the use and approximate quantity of each such material. Throughout the Term, Lessee shall continue to update this list and provide to Lessor, upon request, written notification of any modifications thereto. Any other addition or other modification to Lessee's use of such Waste within the Premises, either by a change in the listing of chemical names, if any, or in the use of a category of chemicals in a process or activity, shall require the prior approval of Lessor. Lessee shall also furnish Lessor with a MSDS issued by the manufacturer as well as any written information concerning the removal, transportation and disposal of the same, and such other information as Lessor may reasonably require or as may be required by Governmental Requirement. For purposes hereof: (A) The term "Hazardous Substances" for purposes hereof shall mean any hazardous or radioactive material, polychlorinated biphenyls, friable asbestos, petroleum products, or other hazardous or medical waste substances defined as "hazardous" or "toxic" by the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 *et seq.*; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801 *et seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 *et seq.*; the Clean Air Act, as amended, 42 U.S.C. §7401 *et seq.*; the Oil Pollution Prevention Act, as amended, 33 U.S.C. §2701 *et seq.*; the Occupational Safety and Health Act, as amended, 29 U.S.C. 650 *et seq.*; or by any other federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a MSDS, and "Medical Waste" as defined below; and (B) the term "Governmental Requirement" shall be deemed to include, without limitation, any law, regulation, statute, code, rule, directive, order, policy statement, judicial decrees, standard, permit, license, or ordinance, or any judicial or administrative interpretation of any of the foregoing, pertaining to the protection of land, water, air, health, safety, or the environment from exposure to hazardous substances, including Subtitles 1 and 2 of Title 7 of the Environment Article, Maryland Code Annotated (1996), as amended (pertaining generally to Hazardous Materials and Hazardous Substances); Subtitles 4, 5, 6 and 7 of Title 4 of the Environment Article, Maryland Code Annotated (1996), as amended (pertaining generally to Water Pollution Control, Oil Pollution, and Underground Storage Tanks); Subtitles 3, 4, and 5 of Title 6 of the Environment Article, Maryland Code Annotated (1996), as amended (pertaining generally to lead-based paint and asbestos); and the regulations promulgated pursuant thereto.

(c) If any Hazardous Substances are released, discharged or disposed of by Lessee or any other occupant of the Premises, or their employees, agents or contractors, in or about the Building in violation of the foregoing provisions, Lessee shall immediately, properly and in compliance with applicable Governmental Requirements clean up and remove the Hazardous Substances from the Building and clean or replace any affected property at the Building (whether or not owned by Lessor), at Lessee's expense. Such clean up and removal work shall be subject to Lessor's prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, and the preparation and implementation of any remedial action plan required by any governmental body having jurisdiction or reasonably required by Lessor. If Lessee shall fail to comply with the provisions of this Section within five (5) days after written notice by

Lessor, or such shorter time as may be required by any Governmental Requirement or in order to minimize any hazard to any person or property, Lessor may (but shall not be obligated to) arrange for such compliance directly or as Lessee's agent through contractors or other parties selected by Lessor, at Lessee's expense (without limiting Lessor's other remedies under this Lease or applicable Governmental Requirement).

(d) To the extent Lessee's use of the Premises in any way involves the handling, use, disposal and/ or processing of medical waste, including but not limited to (A) human or animal tissue, blood, urine and/or other bodily fluids, materials and/or biological byproducts, (B) medical supplies (such as, but not limited to, used syringes, gauze and bandages, etc.) and (C) any other substances regulated by the Maryland Department of Health and Mental Hygiene, the Maryland Department of Environment or any other federal, state or local governmental authority having jurisdiction, as "special medical waste", "hazardous medical waste", or "infectious medical waste" or similar terms (hereinafter, collectively, "Medical Waste"), then notwithstanding any provision of this Lease to the contrary or pertaining to the disposal of hazardous substances generally, Lessee shall be solely responsible for the proper use, storage, removal and disposal of same from the Premises. Lessee shall make arrangements with a reputable and duly licensed Medical Waste disposal company or contractor for the proper disposal of Medical Waste in accordance with all applicable Medical Waste Laws (hereafter defined), and Lessee shall pay all costs associated with such disposal. Lessee shall separate all Medical Waste from any other types of waste and shall place Medical Waste in containers clearly labeled "Biohazard", "infectious medical waste" or the like and shall store all Medical Waste within the Premises pending proper disposal thereof in accordance with this Section and shall not place any Medical Waste in any of the Common Areas. In its processing, use and disposal of Medical Waste, Lessee shall comply with all applicable federal, state and local laws, regulations, ordinances, guidelines and/or procedures governing, regulating or pertaining to Medical Waste or to the generation, use, processing and disposal thereof ("Medical Waste Laws"), as well as any additional requirements which Lessor may reasonably establish from time to time by written notice to Lessee. In the event that Lessee fails to remove and dispose of Medical Waste in accordance with the provisions of this Section within three (3) business days after written notice from Lessor, or if any Medical Waste remains upon the Premises at the expiration or earlier termination of the Term hereof, then Lessor shall have the right to enter upon the Premises for the purposes of removing and disposing of such Medical Waste and Lessee shall reimburse Lessor for the cost of such removal and disposal. Lessee shall indemnify Lessor, its agents, employees or contractors, from and against any and all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees) incurred, suffered or sustained by (or brought against) Lessor or any of Lessor's employees or contractors arising from or associated with: (i) the acts or omissions of Lessee, its agents, employees or contractors with respect to the presence of Medical Waste at the Premises, the Building and/or the land upon which they are situate (including without limitation, liability arising from the transportation of Medical Waste to or from the Premises or the cleanup of Medical Waste); (ii) the storage and disposal of Medical Waste by Lessee, its agents, employees or contractors; (iii) Lessee's operations at the Premises related to the processing, use and disposal of Medical Waste, (iv) Lessee's violation of any Medical Waste Laws or the provisions of this Section, or (v) Lessor's removal and/or disposal of Medical Waste from the Premises in accordance with the provisions of this Section. The indemnities contained in this Section 4.5 shall survive the expiration or earlier termination of this Lease.

4.6 Laws and Regulations; Rules of Building Lessee shall, and shall cause all Lessee Parties to, comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal and of other agencies or bodies having jurisdiction) relating to the respective use, condition, maintenance, repair, operation and occupancy of the Premises or the Project, or the conduct of its businesses therein, including without limitation all Governmental Requirements and all Healthcare Laws, and with the rules and regulations of the Building set forth on Schedule 3; provided that in the event that there is a conflict between the rules and regulations and the terms of this Lease, the terms of this Lease shall control. Lessor reserves the right to make such other rules and regulations as in its judgment may from time to time reasonably be needed for the safety, care, and cleanliness of the Building or for the presentation of good order therein, all of which shall be applicable to all of the tenants of the Building on a non-discriminatory basis. Lessee agrees not to engage in or authorize Lessee's Related Parties to engage in the smoking of any material within the Premises, including, without limitation, the smoking of tobacco in the form of a cigarette or cigar or by means of a pipe.

ARTICLE V. CONDEMNATION, CASUALTY AND INSURANCE

5.1 Condemnation. If any portion of the Building or Project shall be taken or condemned for any public purpose to such an extent as to render all or substantially all of the Premises untenable as reasonably determined by Lessor, this Lease shall, at the option of Lessor, terminate as of the date of such taking or condemnation, whereupon all Rent owed up to the date of such taking or condemnation shall be paid by Lessee to Lessor and thenceforth this Lease shall terminate and the parties shall have no further obligations to each other under this Lease. If any portion of the Building or the Project shall be taken or condemned for any public purpose to such an extent, in Lessor's reasonable judgment, as to render the continued operation of the Building or Project impractical or unfeasible, this Lease shall, at the option of Lessor, terminate as of the date of such taking or condemnation. If only a portion of the Premises, the Building or Project be so taken so as not to render the remainder thereof untenable as reasonably determined by Lessor, this Lease shall continue in full force and effect, but Rent shall abate with respect to the portion so taken. All proceeds from any taking or condemnation of the Premises, Building or Project shall belong to Lessor. Lessor will not, however, have any right or interest in or to any awards or proceeds by or from any condemning authority made separately to Lessee, for Lessee's Property.

5.2 Fire or Other Casualty. In the event of a fire or other casualty in the Premises, Lessee shall promptly give verbal notice thereof to Lessor, followed by written confirmation thereof within three (3) days of such fire or other casualty. If any part of the Premises, Building or Project shall be destroyed, in whole or in part, by fire or other casualty, then Lessor may, in its reasonable business judgment, either terminate this Lease or repair the Premises, Building or Project, as the case may be, so as to put them in substantially the same condition as they existed prior to the date of such fire or other casualty; provided, however, Lessor shall not be required to replace or repair any of Lessee's Property. If Lessor elects to repair the Premises, Building or Project, as the case may be, Lessor shall give written notice to Lessee of such election within thirty (30) days after receiving notice of the occurrence of such casualty, and Rent shall be proportionately abated to the extent as is fair and reasonable under the circumstances until such time as the Premises are made tenantable as reasonably determined by Lessor and Lessee;

provided, however, if Lessor fails to complete the repair of such damage or destruction (other than for reasons set forth in Section 8.11), within two hundred seventy (270) days following the date of such fire or other casualty, then Lessee shall have the option, by delivering written notice thereof to Lessor within ten (10) business days following the expiration of such 270-day period, to terminate this Lease, whereupon the parties shall have no further duties, liabilities or obligations under this Lease effective as of the date of the occurrence of such fire or other casualty. If Lessor elects to terminate this Lease as a result of any such fire or other casualty, then the parties shall have no further duties, liabilities or obligations under this Lease effective as of the date of the occurrence of such fire or other casualty.

5.3 Insurance.

(a) At all times during the Lease Term, Lessor will maintain (a) commercial property insurance covering the Building, in an amount sufficient to prevent Lessor from being a co-insurer under its policies of insurance, and (b) commercial general liability insurance in an amount customary for properties which are comparable to the Building, determined by Lessor in its sole discretion. Lessor shall also have the right to obtain such other types and amounts of insurance coverage on the Building and Lessor's liability in connection with the Building as are customary or advisable for a first class office building in the Washington, D.C.- metropolitan area, as determined by Lessor in Lessor's sole discretion. Lessee acknowledges and agrees that all premiums for insurance obtained by Lessor pursuant to this Section 5.3(a) and all deductibles paid thereunder, shall be included within Operating Expenses.

(b) Lessee shall during the Lease Term, procure at its expense and keep in force the following insurance:

- (1) Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage, One Million U.S. Dollars (\$1,000,000) any one person or organization for personal and advertising injury, Two Million U.S. Dollars (\$2,000,000) general aggregate, and Two Million U.S. Dollars (\$2,000,000) products completed operations aggregate covering: (A) property/operations liability; (B) products/completed operations liability; (C) personal and advertising injury liability; (D) independent contractors liability; and (E) broad form contractual liability. Lessee's policy shall be primary and non-contributory to any other insurance available to Lessor with respect to claims arising from Lessee's use and occupancy of the Premises and it shall be endorsed to add Lessor as an additional insured;
- (2) Umbrella Liability Insurance providing excess liability coverage with respect to the commercial general liability, automobile liability and employers liability policies described above with limits of at least Five Million U.S. Dollars (\$5,000,000) per occurrence and Five Million U.S. Dollars (\$5,000,000) general aggregate and products/completed operations aggregate. Such insurance shall be

written as follow form or with a form that provides coverage that is at least as broad as the primary insurance policies;

- (3) Automobile Liability Insurance covering the ownership, maintenance, and operations of any automobile or automotive equipment, whether such auto is owned, hired, and non-owned. Lessee shall maintain insurance with a combined single limit for bodily injury and property damage of not less than the equivalent of One Million U.S. Dollars (\$1,000,000) each accident. Such insurance shall insure Lessee against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others caused by accident and arising from Lessee's operations of automobiles and whether such operations are performed by Lessee, or its agent's employees, or by any one directly or indirectly employed by any of them. Lessee's policy shall be primary and non-contributory to any other insurance available to Lessor and it shall be endorsed to add Lessor as an additional insured;
- (4) Workers Compensation Insurance covering statutory workers' compensation benefits and employers' liability coverage with limits of not less than Five Hundred Thousand U.S. Dollars (\$500,000) each accident for bodily injury by accident and Five Hundred Thousand U.S. Dollars (\$500,000) each employee and policy limit for bodily injury by disease;
- (5) Business interruption and/or loss of rental insurance in an amount equal to at least nine (9) months' Rent payable by Lessee hereunder, which shall not contain a deductible greater than an amount equal to seventy-two (72) hours of the Base Rent in effect at such time (or an equivalent amount expressed in dollars), and which shall name Lessor as an additional insured;
- (6) Commercial Property Insurance covering at replacement cost value the following property that is owned by, held by, or the legal responsibility of Lessee including but not necessarily limited to: (A) Lessee's Property; (B) furniture, unattached fixtures, equipment and inventory; (C) improvements and betterments that are the responsibility of the Lessee (including, without limitation, any alterations performed by Lessee to the Premises); and (D) any other property in which the Lessee retains the risk of loss including but not limited to electronic data processing equipment and employee personal property. Each policy shall provide coverage against those perils that are commonly included in an "all risk" or special causes of loss form, with no exclusions or other limitations of coverage for wind and hail. Coverage for the perils of earthquake and flood shall be added by endorsement at Lessor's request. Policies shall also

include (X) an “agreed amount” endorsement waiving any coinsurance requirement; (Y) time element insurance covering business interruption and extra expense resulting from loss or damage from the hazards specified above, to owned or non-owned property, which prevents normal operations from continuing; and (Z) a loss payable endorsement providing that Lessee and Lessor are loss payees as their interests may appear; and

- (7) Such other insurance as Lessor deems necessary and prudent or as is required by Lessor’s beneficiaries or mortgagees of any deed of trust or mortgage encumbering the Premises; provided, however, that in no event shall Lessor require Lessee to maintain insurance in types or amounts in excess of that required of similarly situated Lessees by institutional Lessors of medical office buildings in the Prince George’s County, Maryland submarket that are comparable to the Building.

(c) Limits of liability specified herein with respect to any insurance policy required to be obtained by Lessee under this Lease can be satisfied through the maintenance of a combination of primary and umbrella policies. Lessee shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Premises and to Lessor as required by this Lease.

(d) Any insurance policy required to be obtained by Lessee under this Lease shall be issued by an insurance company (i) of recognized responsibility which is reasonably satisfactory to Lessor, (ii) with a rating of at least “A-” and a financial rating of at least “Class VIII” as set forth in the most recent edition of “Best Insurance Reports”, and (iii) licensed to do business in the jurisdiction in which the Premises are located and domiciled in the United States.

(e) All policies must (i) be written on an occurrence basis and maintained without interruption from the date of this Lease until the date of termination of this Lease, (ii) be written as primary policy coverage and not contributing with or in excess of any coverage which Lessor may carry and (iii) include an endorsement acknowledging waiver of subrogation. Any deductible amounts under any insurance policies required hereunder shall not exceed One Thousand Dollars (\$1,000). Any and all of the deductibles and premiums associated with the policies providing the insurance coverage required herein shall be assumed by, for the account of, and at the sole risk of Lessee.

(f) Lessee shall furnish to Lessor upon execution of this Lease and thereafter within ten (10) calendar days of the renewal of any policy required herein a copy of each policy (which at Lessor’s request shall be a certified copy), a Certificate of Liability Insurance on Acord 25, and a Certificate of Property Insurance on Acord 24 or substitute equivalent forms approved by Lessor (“Certificates”). Certificates shall evidence the following for each and every policy providing the insurance coverage required herein: (i) insurance company name, (ii) policy number, (iii) policy period, (iv) per occurrence and aggregate limits, (v) deductibles or self-insured retentions, and (vi) any applicable additional insured or waiver of subrogation endorsements.

Lessee agrees to send to Lessor by certified mail at least ten (10) business days' advance written notice of cancellation, non-renewal, or material change with respect to any of the policies required herein. Each Lessee shall also endorse its commercial general liability and commercial automobile liability policies to require the insurer to provide at least ten (10) business days prior written notice of cancellation to Lessor as an additional insured. Lessee shall also cause its carrier to provide to Lessor at least ten (10) business days prior written notice of non-payment of premium. If any of the above insurance policies are canceled prior to expiration, Lessee shall immediately replace the insurance without lapse of coverage.

(g) A lack of insurance coverage does not reduce or limit Lessee's obligation to indemnify Lessor as set forth herein. In the event Lessee does not purchase the insurance required by this Lease or keep the same in full force and effect, Lessor may, but shall not be obligated to, upon five (5) business days' prior written notice, purchase the necessary insurance and pay the premium. Lessee shall repay to Lessor, as Additional Rent, any and all reasonable expenses (including attorneys' fees) and damages which Lessor may sustain in connection with Lessor's purchasing such necessary insurance.

5.4 Indemnity.

(a) Subject to Section 5.5 below, Lessee shall defend, indemnify and save harmless Lessor and its agents and employees against and from all liabilities, obligations, damages, penalties, claims, suits, demands, costs, charges and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted against Lessor and/or its agents or employees by reason of any of the following which shall occur during the term of this Lease, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Lessee may have been given access to or possession of all or any part of the Premises:

- (i) any negligence or other wrongful act or omission on the part of Lessee or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees;
- (ii) any accident, injury or damage to any person (including Lessee's employees and agents) or property occurring in, on or about the Premises or any part thereof, except only to the extent that such accident, injury or damage is caused solely by the gross negligence or willful misconduct of Lessor, its employees or agents; and
- (iii) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

Lessee's indemnity obligations as aforesaid shall not be limited or affected by the provisions of any Worker's Compensation Acts, disability benefits acts or other employee benefits acts or similar acts or statutes.

(b) In the event of a third party claim which is subject to indemnification by Lessee pursuant to this Lease, Lessor shall notify Lessee of such claim in writing within a

reasonable time period after its receipt of notice of such claim. The failure of Lessor to notify Lessee promptly after receipt of notice of the claim shall not, however, preclude Lessor from seeking indemnification hereunder except to the extent such failure has materially prejudiced the ability of Lessee to defend such claim or has caused Lessee to suffer actual loss, in which case such Lessee's obligations hereunder shall be reduced by the amount of such actual loss. Lessee shall promptly defend such claim by counsel selected by Lessee or its insurance carrier, and reasonably approved by Lessor, and Lessor shall cooperate with Lessee in the defense of such claim, including entering into a settlement of the matter on any reasonable basis proposed by Lessee and consented to by Lessor, which consent shall not be unreasonably withheld, *provided that* (a) Lessee shall be responsible for all costs and expenses of such settlement, and (b) in no event will Lessor be required to accept any settlement under which it is required to admit liability or to undertake any non-monetary executory obligations unless approved by Lessor in its sole and absolute discretion. The foregoing notwithstanding, Lessor shall have the right to retain its own separate counsel in connection with the defense of any such claim, provided that any such separate representation shall be at Lessor's sole cost and expense unless either (A) Lessee fails, within a reasonable time period after notice of a claim (which shall in no event later than ten (10) business days prior to the due date for the initial responsive pleading required to be filed by Lessor in any legal action brought in connection with such claim) to defend Lessor (in which event Lessor shall be entitled to undertake the defense, compromise or settlement of such claim, and retain its own legal counsel, at the expense of and for the account and risk of, Lessee), or (B) there is a conflict of interest between Lessor and Lessee which precludes the joint representation of both parties by a single legal counsel under applicable principles of legal ethics without the discretionary consent of both parties (in which event Lessee shall pay all legal expenses, including without limitation reasonable attorneys' fees, incurred by Lessor in retaining separate counsel to represent Lessor in such matter). Lessor shall provide access, at any reasonable time, to such information relating to the matter which is the subject to such indemnification as is within Lessor's possession, custody or control, to the extent necessary for Lessee to conduct such defense.

(c) The indemnities contained in this Section 5.4 shall survive the expiration or earlier termination of this Lease for a period of two (2) years.

5.5 Release and Waiver of Subrogation. Each party hereto hereby waives and releases any and every claim which arises or which may arise in its favor and against the other party hereto during the term of this Lease or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Building, to the extent that such loss or damage is recovered under an insurance policy or policies (or would have been recovered under the insurance required to be obtained by the waiving party pursuant to this Lease, regardless of whether such insurance was, in fact, obtained) and to the extent such policy or policies contain provisions permitting such waiver of claims without invalidating all or any part of the coverage afforded thereby. Each party shall cause its insurers to issue policies containing such provisions.

5.6 Acceptance and Waiver. Except to the extent caused by the gross negligence or willful misconduct of Lessor, its agents and employees (but subject to the insurance provisions hereinabove), Lessor shall not be liable to Lessee, its agents, employees, guests, contractors, invitees, licensees or subtenants (and, if Lessee is a corporation, its officers, agents, employees, guests, contractors, invitees, licensees or subtenants) for any damage caused to any of them due to

the Building or any part or appurtenances thereof being improperly constructed or being or becoming out of repair, or arising from the leaking of gas, water, sewer or steam pipes, or from electricity, but Lessee, by moving into the Premises and taking possession thereof, shall accept, and shall be held to have accepted the Premises as suitable for the purposes for which the same are leased, and shall accept and shall be held to have accepted the Building and every appurtenances thereof, and Lessee by said act waives any and all defects therein; provided, however, that this Section 5.6 shall not preclude Lessee from seeking recovery from any third party responsible for such damage or injury.

ARTICLE VI. ASSIGNMENT AND SUBLETTING

6.1 Assignment and Subletting.

(a) (i) If Lessee should desire to assign this Lease or sublet the Premises or any part thereof (each, a “Transfer”), Lessee shall give Lessor written notice of such desire (and the proposed effective date thereof) at least thirty (30) days in advance of the date on which Lessee desires to make such assignment or sublease. Such notice shall include the identity of the proposed assignee or sublessee (each, a “Transferee”), current financial data with respect to the proposed sublessee or assignee (certified as being true and correct in all material respects by such sublessee’s or assignee’s chief financial officer (or its equivalent)), the nature of its business, and its intended use of the Premises, and shall reasonably specify the financial terms, including rental, commissions, tenant build-out allowances and other inducements, and the term of the proposed sublease or assignment. Lessor shall have a period of ten (10) business days following receipt of such notice within which to notify Lessee in writing that Lessor elects; (a) to permit Lessee to assign this Lease or sublet such space, or (b) to refuse to consent to Lessee’s assignment of this Lease or sublease of such space and to continue this Lease in full force and effect as to the entire Premises. If Lessor fails to notify Lessee in writing of such election within such ten (10) business day period, Lessor shall be deemed to have elected option (b) above. At the same time Lessee provides Lessor written notice of any proposed assignment or sublease as provided hereinabove, Lessee shall pay to Lessor the sum of \$1,500 for administrative costs in connection with reviewing the notice and related documentation, regardless of whether Lessor permits or refuses such proposed assignment or sublease. Lessee agrees that it will not sublet or offer to sublet the Premises or any part thereof on terms that are materially more favorable to the subtenant than those then-currently being offered by Lessor to prospective tenants that are not affiliated with Lessee. No consent by Lessor to any assignment or sublease shall be deemed to be consent to a use not permitted under this Lease, to any act in violation of this Lease, or to any other subsequent assignment or sublease. Any attempted assignment or sublease by Lessee in violation of the terms and covenants of this Section 6.1 shall be null and void. If, at the time a default occurs under this Lease, the Premises or any part thereof have been assigned or sublet, Lessor, in addition to any other remedies and rights herein provided, may, at its option, collect directly from such assignee or sub-tenant all rents and other amounts due and becoming due to Lessee under such assignment or sublease and apply such rent against the Rent due to Lessor from Lessee hereunder, and no such collection shall be construed to constitute a novation or a release of Lessee from the further performance of its obligations hereunder.

6.2 Additional Compensation. Lessee shall pay to Lessor, immediately upon receipt thereof, 50% of the excess of the Rent applicable to the portion of the Premises covered thereby. In calculating the amount such excess, reasonable deduction shall be made for the actual out of pocket costs reasonably incurred by Lessee with unaffiliated third parties, (as, for example, brokerage commissions and tenant finish work) in connection with such assignment or subletting, with such cost shall be amortized on a straight-line basis over the term of the assignment or sublease in question.

6.3 Lessor's Transfers. Lessor shall have the unrestricted right to assign or transfer its interest in this Lease in good faith to purchasers of the Building, to holders of mortgages or deeds of trust on the Building, or to any other party, in which event Lessor shall be released from all duties, obligations and liabilities arising hereunder after the assignment or transfer becomes effective. Lessee waives the protection of any statute or rule of law which gives or purport to give Lessee any right to terminate this Lease or surrender possession of the Premises upon the transfer of Lessor's interest. Any transferee (other than a holder of merely a security interest) shall assume all of Lessor's obligations under this Lease arising from and after the date of such assignment or transfer, as the case may be.

6.4 Recapture In the event that Lessee requests approval of any Transfer of the Lease or Premises, Lessor shall have, in addition to the other rights set forth in this section, the right to (a) terminate this Lease, if the Transfer is in the nature of an assignment of the Lease, which termination shall be effective at the time indicated by Lessor to Lessee in a written notice of election to terminate, (b) terminate this Lease with respect to the portion of the Premises proposed to be subleased if the Transfer is in the nature of a subletting, which termination shall be effective on the date the proposed subletting is to become effective, and with the Rent provided herein to be adjusted proportionately with respect to any portion of the Premises not subject to such proposed subletting, or (c) sublet the Premises as subtenant, if the Transfer is in the nature of a subletting, in accordance with the terms of the proposed sublease. If requested by Lessee, Lessor shall either make its election or decline to make any such election in writing to Lessee given within thirty (30) days after Lessee's request. If Lessor elects by such notice to proceed under either of subparagraphs (a), (b) or (c), then Lessee, within ten (10) days following receipt of Lessee's notice, may elect to withdraw its request for approval of the Transfer of the Lease or the Premises, in which case Lessor's election will be null and void and of no further effect.

ARTICLE VII. DEFAULTS

7.1 Lessee Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" by Lessee under this Lease:

(a) the failure by Lessee to pay when due any sum of money to be paid by Lessee under this Lease, such failure continuing for a period of five (5) days after Lessor provides Lessee with written notice thereof; provided that Lessor shall be required to give such a notice only once in any consecutive twelve (12) month calendar period;

(b) the failure by Lessee to timely comply with or perform any of the other terms, obligations, agreements, duties, provisions, covenants, or conditions which Lessee is

required to observe and to perform hereunder (other than the obligations and matters described in Section 7.1(a)), and such failure continues for a period of thirty (30) days after Lessor provides Lessee with written notice thereof;

(c) if Lessee should violate its obligation to occupy and continuously operate the Premises as required by Section 1(c);

(d) the filing of any voluntary petition in bankruptcy by Lessee, or the filing of an involuntary petition by Lessee's creditors, which involuntary petition remains undischarged or unstayed for a period of ninety (90) days. In the event that under applicable law, the trustee in bankruptcy or Lessee has the right to affirm this Lease and continue to perform the obligations of Lessee hereunder, such trustee or Lessee shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Lessee hereunder outstanding as of the date of the affirmance of this Lease and provide to Lessor such adequate assurances as may be necessary to ensure Lessor of the continued performance of Lessee's obligations under this Lease;

(e) the filing by Lessee of a petition seeking any reorganization, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the filing by Lessee of an answer admitting a material allegation of a petition filed against Lessee in any such proceeding or, if within ninety (90) days after the commencement of any proceeding against Lessee seeking any reorganization, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been set aside, stayed or dismissed;

(f) the attachment, execution, or other judicial seizure of all or substantially all of Lessee's assets, if such attachment or other seizure remains undismissed, unstayed or undischarged for a period of ninety (90) days after the levy thereof; or

(g) the employment or appointment of a receiver to take possession of all or substantially all of Lessee's assets, if such receivership remains undissolved for a period of ninety (90) days after the creation thereof.

7.2 Remedies. Subject to the notice and cure periods and other grace periods, upon the occurrence of an Event of Default by Lessee under this Lease, Lessor, at its option, may exercise any one or more of the following described remedies as Lessor's sole and exclusive remedies:

(a) Lessor may terminate this Lease, and Lessor may repossess the Premises by detainer suit or any lawful means, and Lessor shall have the right and authority to expel or remove Lessee and any others who may be occupying or within the Premises, and to remove any or all property therefrom and to change all door locks of the Premises. In such event, Lessor shall be entitled to recover as damages a sum of money equal to the total of (i) the reasonable cost of recovering the Premises (including, without limitation, reasonable attorneys' fees), plus (ii) the unpaid Rent accrued as of the time of such termination, plus interest thereon at the Past Due Rate from the due date until paid, plus (iii) the present value, calculated using the Discount Rate (defined below), of the balance of the total Base Rent which would have accrued to Lessor hereunder for the remainder of the Term. As used in this Lease, the term "Discount Rate" shall mean twelve percent (12%) per annum.

(b) Lessor may terminate Lessee's right of possession to the Premises, and Lessor may repossess the Premises by detainer suit or any lawful means, and Lessor shall have the right and authority to expel or remove Lessee and any others who may be occupying or within the Premises, and to remove any or all property therefrom, and to change all door locks of the Premises, without terminating this Lease. In such event, Lessor may relet the Premises or any part thereof for the account of Lessee on terms and conditions determined by Lessor in Lessor's reasonable business judgment. Upon termination of Lessee's right of possession to the Premises as provided herein, Lessee shall be liable for and shall pay to Lessor all Rent payable by Lessee under this Lease (plus interest at the Past Due Rate if in arrears, from the due date until paid) plus an amount equal to (i) the reasonable costs of recovering possession of the Premises (including reasonable attorneys' fees), (ii) the reasonable cost of removing and storing any of Lessee's Property left on the Premises after re-entry, (iii) the reasonable cost of repairing any damage to the Premises caused by the Lessee, (iv) the reasonable cost of Building Standard improvements to the Premises required by a new lessee of the Premises pursuant to a final formal lease agreement, provided that such new lessee shall use the Premises for the same Permitted Use hereunder), (v) the reasonable costs of commissions incurred to relet the Premises (to the extent allocable to the remaining term of this Lease), and (vi) the cost of any material increase in insurance premiums caused directly and exclusively by such termination of possession of the Premises, all reduced by any and all sums received by Lessor through reletting the Premises. Lessor may file suit to recover any sums falling due under the terms of this Section 7.2(b) from time to time. No reletting shall be construed as an election on the part of Lessor to terminate this Lease unless a written notice of such intention is given to Lessee by Lessor. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous default and/or exercise its rights under Section 7.2(a) of this Lease.

(c) Lessee shall reimburse Lessor on demand for all reasonable costs incurred by Lessor in connection with any such default including reasonable attorneys' fees.

(d) Lessor may lease other portions of the Building in preference to reletting the Premises, and the same shall not be a breach of any duty of Lessor to mitigate the damages caused by Lessee's default.

(e) Lessor may (but shall not obligated to), without terminating this Lease or terminating Lessee's right of possession to the Premises, enter upon the Premises and perform all or any part of such obligations. Upon demand, Lessee shall reimburse Lessor for the reasonable cost to Lessor of performing such obligations, plus interest at the Past Due Rate from the date such costs are incurred by Lessor to the date of reimbursement by Lessee.

Any of Lessee's Property which may be removed from the Premises by Lessor pursuant to the exercise of its rights under this Section 7.2 shall be stored in a public warehouse or elsewhere at the cost and for the account of Lessee, for a period of up to thirty (30) days. Lessee shall pay to Lessor, within thirty (30) days following Lessee's receipt of a written invoice (including reasonable supporting documentation) therefor, all reasonable expenses incurred in such handling and removal and all reasonable storage and disposition charges against Lessee's Property, plus interest thereon at the Past Due Rate from the date such costs are incurred by Lessor to the date of payment by Lessee, but only for so long as Lessee refuses to recover such Lessee's Property. Lessor shall notify Lessee of the storage location of such items so that Lessee may remove such

items and Lessee's failure to claim or remove such items within the aforementioned thirty (30) day period shall be deemed to be Lessee's abandonment thereof. In the event any property removed from the Premises by Lessor pursuant to this Section 7.2 is expressly identified as containing PHI, or if Lessor otherwise has a reasonable, good faith belief that any such property contains PHI, Lessor shall: (i) not use such PHI; (ii) shall use commercially reasonable efforts to prevent its disclosure while in Lessor's possession; and (iii) if any such property is not removed or claimed by Lessee within the aforementioned thirty (30)-day period, Lessor shall destroy the same in accordance with Governmental Requirements or, if required by Governmental Requirements, cause delivery of the same to any third party (including any individual to whom the PHI pertains), and Lessee shall remain liable for all costs and expenses incurred by Lessor in connection therewith. In furtherance of the foregoing, and to the extent permitted by applicable laws, Lessee hereby waives (i) any and all claims (and shall in no event allege) that Lessor is a "Business Associate", as that term is defined by HIPAA and (ii) any and all claims against Lessor respecting the attendant liability resulting from any proposed or actual classification of Lessor as a "Business Associate".

ARTICLE VIII. MISCELLANEOUS

8.1 Subordination to Mortgage.

(a) This Lease is and shall be subject and subordinate to and any lien, mortgage, deed of trust, ground lease or other security instrument which may now or hereafter encumber the Building, the Project or the Premises and to all renewals, modifications, supplements, rearrangements, amendments, restatements, consolidations, replacements and extensions thereof and to each advance made or hereafter to be made thereunder (the "Security Documents") to the same extent as if the Security Documents had been executed, delivered, and recorded prior to the execution of this Lease. This clause shall be self-operative and no further instrument of subordination shall be needed. In confirmation of such subordination however, Lessee shall at Lessor's request promptly execute any appropriate certificate or instrument that Lessor may request.

(b) Lessee shall from time to time, within seven (7) days after request by Lessor or any Mortgagee, execute, acknowledge and deliver to Lessor (or, at Lessor's request, to any existing or prospective purchaser, assignee or Mortgagee) a written certification (a) that this Lease is unmodified and in full force and effect (or, if there has been any modification, stating the nature of such modification), (b) as to the dates to which the Minimum Rent and any Additional Rent and other charges arising hereunder have been paid, (c) as to the amount of any prepaid Rent or any credit due to Lessee hereunder, (d) that Lessee has accepted possession of the Premises and all improvements thereto are as required hereunder, and the date on which the Term commenced, (e) as to whether, to the best knowledge, information and belief of Lessee, Lessor or Lessee is then in default in performing any of its obligations hereunder (and, if so, specifying the nature of each such default), and (f) as to any other fact or condition reasonably requested by Lessor or such other party. Any such certificate may be relied upon by Lessor and any such other party to whom the certificate is directed.

8.2 Notices. All notices and other communications hereunder, to be effective, must be in writing (whether or not a writing is expressly required hereby), and must be either (i) hand delivered, or (ii) sent by a recognized national overnight courier service, fees prepaid, or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, or (iv) sent by electronic mail transmission (with a confirmation copy immediately to follow by any of the methods of delivery set forth above); in all of the foregoing cases to the address set forth in the Basic Lease Information or to such other address as either party may have specified upon ten (10) days prior written notice delivered in accordance herewith. Notice shall be deemed given and received if and when actually delivered (if by (i), (ii) or (iv) above) or upon refusal of delivery (if by (i) or (ii) above), or two (2) business days after the date deposited in the mail. Actual notice, however it may be given or received, shall be effective on the date received.

8.3 Amendments; Binding Effect. This Lease may not be altered, changed, amended, modified, renewed or extended, except by an instrument in writing signed by the parties hereto. This Lease shall be binding upon and inure to the benefit of the successors and assigns of Lessor and the heirs, beneficiaries, trustees, legal representatives, permitted successors and permitted assigns of Lessee.

8.4 Brokers. Lessee and Lessor represent to the other that they have not engaged any real estate or leasing broker, agent or finder in connection with this transaction other than Cushman & Wakefield (“Lessor’s Broker”), who has acted as agent for Lessor in this transaction and Colliers International, who has acted as agent for Lessee (collectively, the “Brokers”). The Brokers are to be paid a commission by Lessor pursuant to a separate written agreement. Lessee and Lessor shall INDEMNIFY, DEFEND and HOLD the other and their respective Related Parties HARMLESS from and against any claims, costs, losses, damages, fees, fines, commissions, penalties, interest, judgments, amounts paid in settlement or expenses incurred by virtue of a breach of the representation made in this Section 8.4.

8.5 Limitation of Liability. As to any particular time during the Term, the term “Lessor” shall mean only the owner of the Building at such time, and in the event of the transfer by such owner of its interests in the Building, such owner shall thereupon be released and discharged from the breaches of all covenants and obligations that are caused by third parties after its ownership has ended; provided, however, no owner shall be relieved of any breaches of any covenants or obligations that arise during their ownership regardless of whether or not such breaches are discovered, or whether or not any claims or actions are brought, until after the end of such owner’s ownership. All liability of Lessor for damages for breach of any covenant, duty or obligation of Lessor under this Lease shall be satisfied out of Lessor’s interest in the Project. Notwithstanding anything contained in this Section 8.5 or any other provision of this Lease to the contrary, and except with respect to any liability arising from or out of Lessee’s continued occupancy of the Premises beyond the expiration or sooner termination of the Lease without Lessor’s written consent pursuant to Section 8.14 below, under no circumstances shall Lessor or Lessee ever be liable to the other or any of their respective Related Parties, for any consequential, punitive, special or exemplary, damages for any reason or matter at any time arising out of relating to this Lease.

8.6 Quiet Enjoyment. Lessor covenants that, if Lessee is not in default hereunder beyond any applicable notice and cure period, Lessee shall at all times during the Term peaceably

and quietly have, hold and enjoy the Premises without disturbance from Lessor, subject to the terms of this Lease and to the rights of the parties presently or hereinafter secured by any deed of trust or mortgage against the Building or the Project.

8.7 Parking. Lessee hereby acknowledges that Lessor shall have no obligation to provide parking to Lessee or any of Lessee's Related Parties, and that Lessee may independently seek and obtain parking rights at The Fleet Street Garage at National Harbor "Garage E" located at the corner of Fleet Street and National Harbor (the "Garage"); provided, however, Lessor shall reasonably assist Lessee in obtaining the parking rights described below in an adjacent parking garage during the Term of this Lease. Parking fees charged to Lessee and its employees, agents, invitees, and customers shall be at the then prevailing market rate; provided, however, that Lessor covenants and agrees to provide to Lessee valet parking service, at no charge to Lessee's customers, from Monday to Friday between the hours of 8:00 AM and 5:00 PM Eastern time, but Lessee's customers shall still be obligated to pay parking fees at the Garage at the prevailing rate (subject to Lessor's obligation to provide parking validation pursuant to the foregoing clause (i)); provided, further, that the cost of valet parking service provided by Lessor shall be included in Operating Expenses. In furtherance of the foregoing, Lessee shall comply with all parking regulations reasonably promulgated by the operator of the Garage from time to time for the orderly use of the Garage. All vehicles entering or parking in the Garage shall do so at the owner's sole risk and Lessor assumes no responsibility for any damage, destruction, vandalism or theft, except if caused by the negligence or willful misconduct of Lessor or its agents, employees or contractors. Lessee shall cooperate with Lessor in any measures implemented by Lessor or the owner or operator of the Garage. Any vehicle which violates the parking regulations may be cited, towed at the expense of the owner, temporarily or permanently excluded from the parking areas, or subject to other lawful consequence. Payments from Lessee to Lessor pursuant to this Section shall constitute Additional Rent under the Lease, and shall be paid at the same time and in the same manner as monthly installments of Base Rent are paid.

8.8 Cumulative Remedies; Survival. All rights, powers, benefits, privileges and remedies of Lessor and Lessee under this Lease shall be cumulative, and none shall exclude any other rights, powers, benefits, privileges or remedies. All indemnities and other similar obligations of either party hereunder which of their nature extend beyond the expiration or earlier termination of this Lease shall survive such expiration or earlier termination of this Lease.

8.9 Choice of Law. THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF MARYLAND AND OF THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT. The county in which the Building is located shall be the only proper place of venue for any suit, action or other proceeding at any time arising out of or relating to this Lease.

8.10 Exhibits and Schedules; Counterparts. The Exhibits, Addenda and Schedules from time to time attached to this Lease are incorporated herein for all purposes. This Lease may be executed in any number of original counterparts, all of which shall constitute but one and the same instrument.

8.11 Force Majeure. Other than with respect to payment of monetary obligations, whenever a period of time is herein prescribed for action to be taken by either party hereto, such

party shall not be liable for, and there shall be excluded from the computation for any such period of time, any delays due to weather, strikes, riots, Acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.

8.12 Severability. If any clause or provision of this Lease is declared illegal, invalid or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8.13 Surrender. On the last day of this Lease, or upon the earlier termination of this Lease, Lessee shall (a) take any and all action required so that the Premises may be used for general office purposes upon Lessee's surrender thereof (and not for use as a medical clinic), including, without limitation, removing any and all Waste (as defined herein) brought upon, kept, used, stored, handled, treated, disposing of in the Premises, and obtaining any and all approvals required by law confirming that the Premises are free of Waste and suitable for occupancy; and (b) peaceably surrender the Premises to Lessor, broom clean, in as good a condition as when delivered to Lessee excepting reasonable wear and tear, and damage arising by fire or other casualty, and/or condemnation.

8.14 Holding Over. If Lessee holds over after expiration or termination of this Lease without the consent of Lessor, Lessee shall pay as liquidated damages one hundred fifty percent (150%) of the Rent then payable hereunder for the entire holdover period. Should Lessee continue to occupy the Premises after expiration of the term of this Lease or any renewals or extensions thereof, or after a forfeiture or other termination thereof or of Lessee's right of possession of the Premises, such tenancy shall (without limitation on any of Lessor's rights or remedies therefor) be a tenancy-at-sufferance at a minimum monthly rent equal to one hundred fifty percent (150%) of the Base Rent and additional rent payable for the last month of the term of this Lease and, in addition to the foregoing, all other charges payable with respect to such last month of this Lease and all damages suffered or incurred by Lessor as a result of or arising from such holdover tenancy. Nothing contained herein shall grant Lessee the right to holdover after the term of this Lease has expired, and Lessee shall indemnify, defend and hold harmless Lessor from and against all losses, liabilities, costs and damages sustained by Lessor by reason of such retention of possession, including without limitation any termination or other loss of a lease for the Premises by a replacement tenant due to delay in delivery of the Premises to the new tenant.

8.15 Fraud & Abuse Law. The Lessor and Lessee acknowledge and agree at all times during the term of this Lease to comply with all applicable federal, state and local laws in performing its/his/her obligations hereunder, including but not limited to the Deficit Reduction Act of 2005, the Federal False Claims Act and other federal and state laws addressing anti-kickback, self-referral, fraud, waste, and whistleblower protections for those reporting violations of such laws. Lessee has adopted policies and procedures meant to detect and prevent fraud, abuse and waste; such policies and procedures are available upon request or on the Lessee's website. The Lessor and Lessee enter into this Lease with the intent of conducting their relationship in full compliance with applicable state, local and federal law including the Medicare/Medicaid Anti-Fraud and Abuse Amendments. Notwithstanding any unanticipated effect of any of the provisions

herein, neither Lessor nor Lessee will intentionally conduct itself under the terms of this Lease in a manner that may or will constitute a violation of the Medicare and Medicaid Fraud and Abuse.

8.16 Entire Agreement. This Lease and the Schedules, Addenda, and Exhibits attached hereto constitute the entire agreement and understanding of Lessor and Lessee with respect to the subject matter hereof and fully supersede, and accordingly Lessor and Lessee, for themselves and on behalf of their respective Related Parties, hereby DISCLAIM and NEGATE, any and all statements, projections, understandings, agreements, covenants, representations and warranties, express or implied, between Lessor and Lessee, made by Lessor and Lessee, for themselves and on behalf of their respective Related Parties, or set forth in any document or writing delivered or made available prior to the execution and delivery of this Lease.

8.17 Financial Information.

(a) Within 15 business days following Lessor's request in connection with a proposed sale, financing or re-financing of the Project by Lessor or at any time during the pendency of a monetary default hereunder, and provided that Lessee is not then a publicly-traded corporation or the wholly-owned subsidiary of a publicly-traded corporation that does not maintain financial statements separate and apart from its publicly-traded "parent," Lessee shall deliver to Lessor (i) an income statement and statement of changes in financial position, both with respect to such calendar year then ending, for Lessee and each guarantor of this Lease, and (ii) a balance sheet as of December 31 of such calendar year for Lessee and each guarantor of this Lease. All such financial statements shall be in form and substance, and contain such detail, as is satisfactory to Lessor in its reasonable discretion. Furthermore, such financial statements shall be prepared in accordance with generally accepted accounting principles applied on a consistent basis.

(b) Lessor acknowledges and agrees that any financial statements and other information received from Lessee pursuant to the terms of this Lease shall be deemed privileged and confidential, intended only for the use of Lessor and Lessee. Lessor shall keep any and all such information strictly confidential and shall not disclose the same to any other persons or entities excepting only (i) attorneys, agents, auditors or employees involved in this transaction who have agreed to keep all such information confidential as herein provided (ii) as otherwise specifically agreed in writing by Lessor and Lessee, (iii) as required by law or by order of any court or governmental authority with jurisdiction (provided that the party required to disclose promptly notifies the other party so that it may take steps to obtain a protective order or otherwise minimize the extent of disclosure), or (iv) as required by any contract with the U.S. Government to which Lessee is a party.

8.18 Lessor's Lien. In addition to all available statutory and constitutional landlord's liens available at law, Lessee hereby grants to Lessor a security interest on Lessee's Property to secure the obligations of Lessee under this Lease. Notwithstanding anything to the contrary in the foregoing, Lessor does hereby subordinate any and all claims or rights in and to Lessee's Property to the security interest of Lessee's mortgagee in Lessee's Property; provided, however, that this subordination shall not prevent Lessor from exercising any right or remedy against Lessee to which Lessor may be entitled under the terms of the Lease or as may be provided by applicable law, nor shall it prevent Lessor from exercising any lien on any property of Lessee including Lessee's

Property or enforcing any judgment by levying upon any property of Lessee, including Lessee's Property, so long as Lessor recognizes such mortgagee's prior right to Lessee's Property.

8.19 Recordation. This Lease may not be recorded among the land records or among any other public records without Lessor's prior written consent. The party effectuating such recordation shall be responsible for the cost thereof, including any recordation and transfer taxes associated therewith.

8.20 Relocation. Lessor may, at Lessor's expense, relocate Lessee within the Building to space which is comparable in size, utility and condition to the Premises. If Lessor relocates Lessee, Lessor shall reimburse Lessee for Lessee's reasonable out-of-pocket expenses for moving Lessee's furniture, equipment, and supplies from the Premises to the relocation space. Upon such relocation, the relocation space shall be deemed to be the Premises and the terms of this Lease shall remain in full force and shall apply to the relocation space. No amendment or other instrument shall be necessary to effectuate the relocation contemplated by this Section 8.20; provided, however, if requested by Lessor, Lessee shall execute an appropriate amendment document within ten (10) business days after Lessor's written request therefor. If Lessee fails to execute such relocation amendment within such time period, or if Lessee fails to relocate within the time period stated in Lessor's relocation notice to Lessee (or if such relocation space is not available on the date specified in Lessor's relocation notice, as soon thereafter as the relocation space becomes available and is tendered to Lessee in the condition required by this Lease), then Lessor may terminate this Lease by notifying Lessee in writing thereof at least sixty (60) days prior to the termination date contained in Lessor's termination notice. Time is of the essence with respect to Lessee's obligations under this Section 8.20.

8.21 Waiver of Jury Trial. All parties hereto, both the Lessee and Lessor as principals and any guarantors, hereby release and waive any and all rights provided by law to a trial by jury in any court or other legal proceeding initiated to enforce the terms of this Lease, involving any such parties, or connected in any other manner with this Lease.

8.22 Loading Docks; Freight Elevator. Any loading docks or freight elevator shall be available for use by all tenants in the Building, subject to such reasonable scheduling as Lessor in its discretion shall deem appropriate. No equipment, materials, furniture, packages, supplies, merchandise or other property will be received in the Building or carried in the elevators except between such hours and in such elevators as may be reasonably designated by Lessor.

8.23 Reciprocal Litigation Costs. If either party commences litigation against the other arising out of or in connection with this Lease, the prevailing party in such litigation shall be entitled to its costs of suit and reasonable attorneys' fees as may be awarded by the court.

8.24 Authority. Lessee hereby represents and warrants to Lessor that the execution, delivery and performance of this Lease have been duly authorized by all required corporate,

partnership, limited liability or other action on the part of Lessee, and this Lease constitutes the valid and binding obligation of Lessee enforceable against Lessee in accordance with its terms.

8.25 OFAC; UBIT; REIT.

(a) Each of Lessor and Lessee, each as to itself, hereby represents its compliance and its agreement to continue to comply with all applicable anti-money laundering laws, including, without limitation, the USA Patriot Act, and the laws administered by the United States Treasury Department's Office of Foreign Assets Control, including, without limitation, Executive Order 13224 ("Executive Order"). Each of Lessor and Lessee further represents (such representation to be true throughout the Term) (i) that it is not, and it is not owned or controlled directly or indirectly by any person or entity, on the SDN List published by the United States Treasury Department's Office of Foreign Assets Control, and (ii) that it is not a person otherwise identified by government or legal authority as a person with whom a U.S. Person is prohibited from transacting business. As of the date hereof, a list of such designations and the text of the Executive Order are published under the internet website address www.ustreas.gov/offices/enforcement/ofac.

(b) Lessor and Lessee agree that no rental or other payment for the use or occupancy of the Premises is or shall be based in whole or in part on the net income or profits derived by any person or entity from the Project or the Premises. The terms of this Section 8.25(b) shall apply only during such period of the Lease Term as Lessor, or a direct or indirect beneficial owner of Lessor, is a real estate investment trust or another business entity for which unrelated business income tax (UBIT) causes potential problems.

ARTICLE IX. RIGHT OF FIRST OFFER

9.1 Right of First Offer. Subject to the rights of tenants of the Building under leases existing as of the date hereof, including, without limitation, any extension rights thereunder, Lessor hereby grants Lessee a right of first offer to lease the ROFO Space, as hereinafter defined, at any time during the Term, on and further subject to the following terms and conditions (the "Right of First Offer"). The Right of First Offer shall not be effective or exercisable by Lessee (i) during the existence of a Lessee default under this Lease continuing beyond any applicable notice and cure periods, (ii) if less than thirty-six (36) months remain in the then-current Term, (iii) if Lessee is leasing less than one hundred percent (100%) of the Premises, or (iv) if Lessee is occupying less than seventy percent (70%) of the Premises at the time of exercise.

(a) The "ROFO Space" shall mean any space located on the first and second floor of the Building.

(b) Should Lessor determine to lease all or any portion of the ROFO Space (such space, the "Affected ROFO Space"), Lessor shall notify Lessee of the good faith, commercially reasonable terms and conditions on which Lessor is willing to lease the Affected ROFO Space (the "Lessor Offer") and such term shall be coterminous with the Term of the Lease; provided, however, the Lessor Offer shall set forth a base rental rate and concessions ("Lessor's Market Rent Determination") consistent with the then-prevailing market rate of rent and all other

charges for similar space in comparable Class-A office buildings in Oxon Hill, Maryland, with such market rate to reflect such factors as concessions typically given to tenants at such time, location of the Building, size of rental area, condition of the Affected ROFO Space, and the time the particular rate under consideration becomes effective; provided, however, that in no event shall the Lessor Offer be required to set forth (on a per rentable square foot basis) a base rental rate which is less than the rate of Base Rent for the Premises in effect at the time of the Lessor Offer. Lessee shall have a period of ten (10) business days after the date of the Lessor Offer (the “Acceptance Period”) within which to give Lessor written notice of Lessee’s exercise of the Right of First Offer with respect to the entire Affected ROFO Space.

(c) If Lessee fails to duly exercise the Right of First Offer prior to the expiration of the Acceptance Period, or elects not to exercise the Right of First Offer, the same shall lapse and be of no further force and effect with respect to the portion of the ROFO Space offered in Lessor’s Offer, and Lessor shall be free to lease the Affected ROFO Space to third parties from time to time on such terms and conditions as it may deem appropriate in its sole discretion and this Right of First Offer shall terminate and be of no further force or effect; provided, however, that Lessee’s Right of First Offer shall continue with respect to any portion of the ROFO Space not offered in such Lessor’s Offer.

(d) If Lessee shall duly and timely exercise the Right of First Offer with respect to the ROFO Space which is the subject of the Lessor Offer, then within thirty (30) days after the effective date of Lessee’s exercise of the Right of First Offer, Lessor and Lessee shall enter into an amendment to this Lease adding the ROFO Space to the Premises, which amendment shall subject the ROFO Space to the same terms and conditions of Lessee’s lease of the Premises (including those relating to the expiration of the Term), except that the economic terms of Lessee’s lease of the Affected ROFO Space shall be the same as those set forth in the Lessor Offer.

(e) As long as all other terms and conditions set forth in this Section 9.1 have been satisfied, the parties’ failure to enter into the amendment described in subsection (d) within the aforementioned thirty (30) day period shall not affect the expansion of the Premises to include the ROFO Space, which expansion shall automatically be deemed to be effective as of the day the lease of such ROFO Space was to commence pursuant to the Lessor Offer; provided, however, that in such event, Lessor may send Lessee written notice updating the relevant Lease terms which are affected by such expansion.

(f) The rights set forth in this Section 9.1 are personal to the original Lessee named hereinabove, and may not be exercised if the named Lessee has assigned this Lease or sublet the Premises (or any portion thereof) to any party in a transaction where Lessor’s consent was required under Article VI of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date aforesaid.

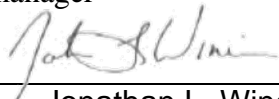
LESSOR:

SP V NATIONAL HARBOR I, LLC, LLC, a Delaware limited liability company

By: SP V-II, LLC, its sole member

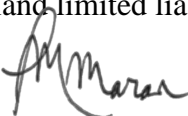
By: SP V II Manager, LLC, its Managing Member

By: Seavest Inc., its non-member manager

By: 
Name: Jonathan L. Winer
Its: Executive Vice President

LESSEE:

SURGCENTER AT NATIONAL HARBOR, LLC,
a Maryland limited liability company

By: 
Name: P. Marshall Maran
Title: Managing Member

ADDENDUM 1

INCLUDED OPERATING EXPENSES

“Operating Expenses” shall include all costs and expenses paid or incurred by Lessor in connection with the operation, management, maintenance, replacement and repair of the Project, in accordance with the standards applicable to other first-class buildings in Prince George’s County, Maryland, subject to the qualifications set forth below. Operating Expenses shall include without limitation the following:

- (i) Wages, salaries and benefits of all employees directly engaged in the supervision, management, operation, maintenance, repair, security or access control of the Project and personnel who may provide traffic control relating to ingress and egress to and from the Project to the adjacent public streets.
- (ii) The cost of all non-capital supplies, tools, equipment (including rental costs or depreciation), and materials used in the operation, management, supervision, repair and maintenance of the Project.
- (iii) The cost of all utilities for the Project including but not limited to the cost of gas, water, power and electricity for heating, lighting, air conditioning, and ventilating the Project, and sewer services for the Project, and including, without limitation, any and all usage, service, hookup, connection, deposits, or charges pertaining to same.
- (iv) The cost of all maintenance and service agreements for the Project and the equipment therein, including but not limited to access control service, window cleaning, elevator maintenance, landscaping, garbage and refuse collection and disposal, snow and ice removal, and janitorial services.
- (v) The cost of all insurance relating to the Project including, but not limited to, cost of casualty and liability insurance, glass breakage insurance, rental loss insurance and business interruption insurance and the cost of any deductible applicable to the Project.
- (vi) All real estate taxes, assessments, fees, impositions, levies and governmental charges levied with respect to the Project whether federal, state, county or municipal, and whether levied by taxing districts or authorities presently taxing the Project or by others subsequently created or otherwise, and all costs and expenses (including attorneys’ fees and costs of court or other proceedings) incurred in contesting property tax assessments (regardless of whether or not Lessor is successful in any such contest), other than federal, state or local income taxes, unless such taxes provided herein are charged in lieu of realty taxes.
- (vii) All association and other assessments, fees or costs charged to Lessor under instruments of record (including any and all declarations, covenants, conditions, restrictions or easement agreements encumbering the Building, the Project or portions thereof) or otherwise for the benefit of the Project or any portion thereof.

- (viii) The cost of non-capital repairs and general maintenance of the Project, including without limitation maintenance and replacement of directional signage and exterior lighting, fire detection and sprinkler systems, and storm drainage systems and facilities (including any off-site facilities).
- (ix) Amortization of the cost of capital items which (a) are required subsequent to the Commencement Date by governmental requirements, and (b) are acquired or installed by Lessor for the purpose of reducing Operating Expenses. All such costs shall be amortized over the reasonable life of the capital item.
- (x) Lessor's accounting costs solely attributable to the Project.
- (xi) Reserves for replacement and other appropriate reserves, including without limitation a reasonable reserve for the estimated annual costs of periodic maintenance of exterior surfaces (including painting).
- (xii) A management fee not to exceed 3% of Lessor's gross rents from the Building.

EXCLUDED OPERATING EXPENSES

Operating Expenses do not include any of the following:

- (a) Leasing commissions, attorneys' fees, costs, and other expenses incurred in connection with leasing space in the Project.
- (b) Advertising and promotional expenditures for leasing and marketing the Project.
- (c) Costs incurred by Lessor in the discharge of its obligations for tenant improvements, if any.
- (d) Costs (including, without limitation, permit, license, and inspection fees) incurred in renovating or otherwise improving or decorating, painting, or redecorating vacant space or space for tenants or prospective tenants of the Project, provided, however, the exclusion described in this Subparagraph (d) shall not be applicable to Common Areas.
- (e) Any cost or expense to the extent that Lessor is entitled to payment or reimbursement from any tenant (including Lessee), insurer, governmental or quasi-governmental authority, or other person (other than through payment of its proportionate share of Operating Expenses) or for which any tenant or other party (including Lessee) pays third persons.
- (f) Any depreciation and amortization on the Project except as permitted in Subparagraph (ix) of the list of Included Operating Expenses described above in this Addendum 1.

- (g) Costs incurred by Lessor for repairs or replacements which are considered to be capital repairs or replacements pursuant to generally accepted accounting principles consistently applied, except as permitted in Subparagraph (viii) of the list of Included Operating Expenses described above in this Addendum 1.
- (h) Debt service on any mortgages or other debt.
- (i) Expenses and costs of encapsulation, removal, replacement, repair, or abatement of any hazardous or toxic materials or substances (including, without limitation, asbestos containing materials) within the Building or the Project (except to the extent the need for same is caused by Lessee, in which event Lessee shall be responsible for such expenses and costs).
- (j) Costs, fees, fines, attorney's fees and disbursements, judgments, or any other sums at any time incurred or arising due to the violation or alleged violation by Lessor, any of Lessor's Related Parties, any tenant, or any other party, of laws, rules, regulations, statutes, ordinances, building codes, other governmental rules or requirements, or the terms and conditions of any lease, occupancy agreement, or any other agreement at any time pertaining to the Project.
- (k) Costs of Lessor's general corporate overhead and general administrative expenses, provided, however, the exclusion described in this Subparagraph (k) shall not be applicable to the management fee described in Subparagraph (xi) of the list of Included Operating Expenses described above in this Addendum 1.
- (l) Interest, fees, fines, attorney's fees and disbursements, costs, penalties or any other sums at any time incurred or arising from or due to late payments of taxes, utility bills, or any other costs or assessments.
- (m) Any utilities separately metered and not paid by Lessor, including, without limitation, separately metered or submetered electricity serving the Premises.
- (n) To the extent any utility is separately metered or submetered to measure the consumption of such utility in the Premises, such utility shall not be included in Operating Expenses except to the extent allocable to the Common Areas.

If Lessor obtains a refund applicable to any Accounting Year during which Lessee paid Real Estate Taxes, Lessor agrees to refund or credit to Lessee Lessee's Share of the amount of such refund (but in no event more than the amount of Real Estate Taxes paid by Lessee for such Accounting Year), less the fees and expenses (including attorneys' fees) incurred by Lessor in obtaining any such refund.

ADDENDUM 2

ADDITIONAL LEASE PROVISIONS

None.

ADDENDUM 3

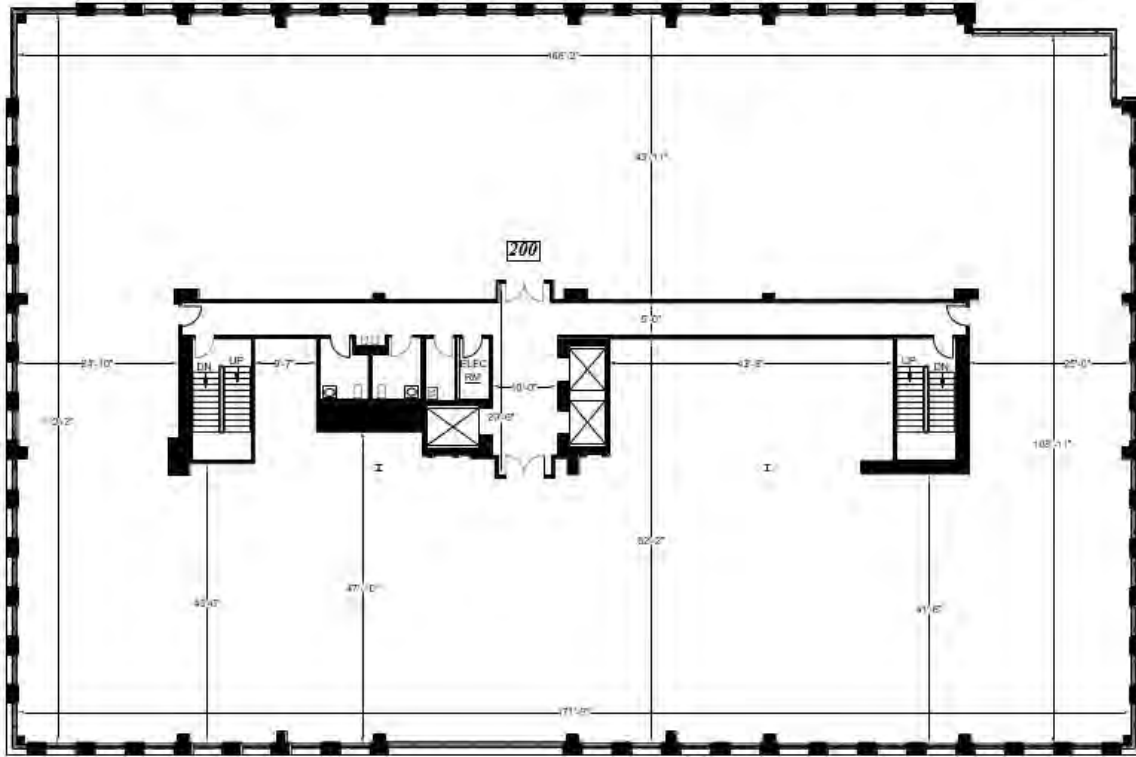
LEGAL DESCRIPTION OF LAND

ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being in the Oxon Hill (12th) Election District of Prince George's County, Maryland, and more particularly described as follows:

Parcel 45, containing 0.9 acres, more or less, as set forth on plat of subdivision entitled "Plat of Correction, Plat Twenty-One, Parcels Forty-Four and Forty-Five, National Harbor", and recorded in Plat Book SJH 246 at Plat No. 76, among the Land Records of Prince George's County, Maryland.

ADDENDUM 4

DESCRIPTION OF THE PREMISES



ADDENDUM 5

ACKNOWLEDGEMENT OF COMMENCEMENT DATE

THIS ACKNOWLEDGEMENT OF COMMENCEMENT DATE (this "Acknowledgement") is made as of the date set forth below between _____ (the "Lessor") and _____ (the "Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated _____ (the "Lease") for certain premises in the building known as _____ (the "Premises"); and

WHEREAS, Lessor and Lessee desire to execute this Agreement pursuant to and as required by the Lease.

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree as follows:

1. The Commencement Date of the Term of the Lease is _____, 202____
2. The Expiration Date of the term of the Lease is _____, 20 .
3. The Premises contain _____ rentable square feet.
4. Lessee's Share is _____.
5. Lessee is in possession of, and has accepted, the Premises and agrees that all the work to be performed by in the Premises as required by the terms of the Lease has been satisfactorily completed, except for any punch list items described attached hereto and agreed to by the parties.
6. Lessee certifies that all conditions of the Lease required of Lessor as of this date have been fulfilled and there are no defenses or setoffs against the enforcement of the Lease by Lessor.

WHEREFORE, the parties hereto have signed and sealed this Agreement, as of the _____ day of _____, 20__.

[Insert Signature Blocks]

SCHEDULE 1

TERM

The Term shall commence (the “Commencement Date”) upon the earlier of: (a) the date that is fifteen (15) days following the first to occur of (i) the Actual Substantial Completion Date (as defined in Schedule 2 attached to this Lease) of the Premises, or (ii) the date on which the Actual Substantial Completion Date of the Premises would have occurred but for Lessee Delay (as defined in Schedule 2 attached to this Lease); or (b) beneficial occupancy of the Premises by Lessee therein, and shall continue in full force for a period of 198 months thereafter (the last day of the Term of this Lease being herein referred to as the “Expiration Date”). The parties estimate that the Commencement Date will occur on or about the Scheduled Commencement Date set forth on the Basic Lease Information; provided, however, if Lessor is delayed in delivering possession of all or any portion of the Premises to Lessee as of such Scheduled Commencement Date, Lessee will take possession on the date Lessor delivers possession, which date will then become the Commencement Date (and the Expiration Date will be extended so that the length of the Term remains unaffected by such delay). Lessor shall provide Lessee with as much notice as circumstances allow of the date when Lessor expects to achieve Substantial Completion, based upon the progress of the work. Lessor shall not be liable for any loss or damage to Lessee resulting from any delay in delivering possession due to the holdover of any existing tenant or other circumstances outside of Lessor’s reasonable control. Lessee’s obligation to pay Rent and its other obligations for payment under this Lease shall commence upon the Commencement Date (except as expressly otherwise provided in this Lease with respect to obligations arising earlier).

SCHEDULE 2

WORK AGREEMENT

THIS WORK AGREEMENT (“Work Letter”) is entered into as of the 4th day of June, 2021, by and between SP V National Harbor I, LLC, a Delaware limited liability company (“Lessor”), and SurgCenter at National Harbor, LLC, a Maryland limited liability company (“Lessee”), in connection with that certain Lease Agreement dated of even date herewith (the “Lease”) pertaining to certain premises comprised of approximately 19,352 rentable square feet in a building located at 251 National Harbor Boulevard, in Oxon Hill, Maryland (the “Building”). All initial capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease. This Work Letter is attached as a Schedule to and is made a part of the Lease for all purposes.

1. Lessor’s Work. Upon full execution of this Lease, Lessor will cause a space plan and construction drawings to be completed (collectively the “Approved Plans and Specifications”) which shall incorporate and otherwise be consistent with the specifications contained herein and attached hereto as Rider 1. The work to be completed by Lessor in accordance with the Approved Plans and Specifications and this Work Letter is referred to herein collectively as the “Lessor’s Work”. Subject to Lessee Delay Days (hereinafter defined) and delays due to Force Majeure, Lessor estimates that the Lessor’s Work shall be substantially completed on or before January 15, 2022, but Lessee shall have no claim against Lessor for failure to complete construction of Lessor’s Work by such date.

2. Substantial Completion. Lessor’s Work shall be substantially completed (the “Actual Substantial Completion Date”) when all Lessor’s Work is complete, other than those items of work and adjustment of equipment and fixtures in the Premises, the incompleteness of which do not cause material and unreasonable interference with Lessee’s use of or access to the Premises (each, a “Punch List Item”, and collectively, the “Punch-List Items”), and a temporary certificate of occupancy has been issued with respect to the Premises (or would be issued but for completion of Lessee’s Work). Notwithstanding anything in the Lease to the contrary, in the event there are any days (each, a “Lessee Delay Day”) upon which Lessor is delayed in the performance of Lessor’s Work by reason of a Lessee Delay (hereinafter defined), then the Actual Substantial Completion Date shall be deemed to be date on which Lessor’s Work would have been substantially complete (as described in the immediately preceding sentence), but for such Lessee Delay Days. For purposes of this Lease, “Lessee Delay” shall mean any of the following (i) any delay by Lessee, or anyone employed or contracted for by Lessee (other than Lessor) in performing work to prepare the Premises for occupancy, including, without limitation, work in installing Lessee’s trade fixtures and/or furniture and/or any default or delay on the part of Lessee or its contractors including, without limitation, utility companies and other entities furnishing communications, data processing or other service or equipment to Lessee; (ii) any failure by Lessee in performing its obligations under this Work Letter or in delivering, when required under this Work Letter or any other matter for which Lessee is responsible hereunder which actually causes a delay in the occurrence of the Actual Substantial Completion Date; (iii) any delay caused by Lessee’s request or instruction to Lessor, the General Contractor (hereinafter defined) or any subcontractor or material supplier performing Lessor’s Work or providing materials once Lessor’s Work has commenced; (iv) any Change Order (hereinafter defined) or request for a Change Order

made by Lessee, or to changes in any Lessee Work (hereinafter defined) previously approved by Lessor which actually causes a delay in the occurrence of the Actual Substantial Completion Date; (v) any delay in the performance of Lessor's Work caused by the act or omission of Lessee or its Agents; or (vi) any delay caused by Lessee's failure to provide any response or approval within the time periods set forth herein. Any delay caused by an event of Force Majeure not within the reasonable control of Lessee shall not be deemed a Lessee Delay. "Force Majeure" means any Act of God, strike, lockout, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, delays in obtaining permits despite Lessor's commercially reasonable good faith efforts, riots, insurrection, war or other reason of a similar or dissimilar nature not the fault of or within the reasonable control of Lessor or Lessee, but shall not include any event based upon lack of financial resources.

3. Punch List. The Punch List Items shall be set forth in a so-called written "Punch List" prepared and signed by Lessee and Lessor as follows: Lessor shall give Lessee reasonable advance notice of the time when Lessor intends to walk through the Premises and compile the Punch List, and if Lessee does not accompany Lessor on such walk-through, Lessee shall be bound by the Punch List compiled by Lessor. Lessor shall, no later than thirty (30) days after the Actual Substantial Completion Date (or such greater time as may be reasonably necessary under the circumstances, so long as Lessor is working diligently to complete the same), complete all the Punch List Items, and Lessee shall cooperate with Lessor in providing access during the performance as may be required to complete such work in a normal manner.

4. Engagement of Contractor. Lessor shall engage the general contractor (the "General Contractor") as the general contractor to perform Lessor's Work.

5. Change Orders. Lessee shall have the right, in accordance with this Section 5, to submit for Lessor's approval (which shall not be unreasonably withheld) proposals for changes in Lessor's Work (each such request, when approved, a "Change Order"). Lessor agrees to respond to any such request for a Change order with reasonable diligence (taking into consideration the information contained in such request). Lessor's response shall advise Lessee of Lessor's approval and of any anticipated costs, which shall include Lessor's construction management fee with respect to such costs (not to exceed 4% of such costs) ("Change Order Costs") associated with such Change Order, as well as an estimate of any Lessee Delay days which would likely result on account of the proposed Change Order. Lessee shall have the right to then approve or withdraw its Change Order proposal within three (3) business days after receipt of such information. If Lessee approves such Change Order proposal and a Change Order is made, then the Change Order Costs associated with the approved changed order shall be paid by Lessee within ten (10) days after receipt of an invoice. Any revisions to the Space Plan and any revisions to the construction drawings based upon the Space Plan shall be considered a Change Order and all costs and expenses related thereto, including architectural and engineering services, shall be Change Order Costs.

6. Cost Statement. Lessor shall calculate and furnish to Lessee a "Cost Statement" which shall constitute the aggregate of (i) the amounts payable to subcontractors selected in a bid solicitation process and amounts payable to the General Contractor for trades where it is to perform work that would otherwise be performed by a subcontractor (collectively, "Direct Costs"), (ii) the amount of the General Contractor's fee and general conditions, (iii) a reasonable contingency, (iv)

Lessor's construction management fee, which fee shall in no event exceed 4% of all costs of Lessor's Work, and (v) an estimated amount of all architects', engineers' and other design professionals' fees and expenses (collectively, "Soft Costs") in connection with Lessor's Work. The components of the Cost Statement shall, subject to Change Orders (hereinbefore defined) and allowances, assumptions, estimates, unit prices and other matters set forth in the Cost Statement, be fixed at the rates set forth therein.

7. Payment of Costs for Lessor's Work.

(a) Lessor shall provide the Lessee Improvement Allowance towards the cost of the Lessor's Work. The Lessor's Work shall, subject to the application of the Lessee Improvement Allowance set forth below, be performed at Lessee's sole cost and expense. If the cost of completing Lessor's Work, including all costs of construction set forth in the Cost Statement and any additional Soft Costs which may be incurred in connection therewith (including, without limitation, Lessor's construction management fee and costs of final "as-built" drawings), exceeds the Lessor Contribution, then Lessee shall pay to Lessor the amount of such excess ("Lessee's Contribution"). Lessee shall pay the Lessee's Contribution within ten (10) days after the later of (i) receipt of an invoice from Lessor therefor, which may be billed by Lessor based upon the Cost Statement or (ii) the Actual Substantial Completion Date. Notwithstanding the foregoing, Lessee shall pay all Change Order Costs authorized by Lessee simultaneously with its approval thereof, as Additional Rent due under the Lease. Upon final completion of Lessor's Work, there shall be an accounting of the total cost of Lessor's Work, with either Lessor crediting to Lessee against its next due payments under the Lease for any overpayment by Lessee on account of Lessee's Contribution, or Lessee paying to Lessor, as Additional Rent under the Lease, within thirty (30) days of billing therefore, any underpayment by Lessee on account of Lessee's Contribution.

(b) Any portion of the Lessee Improvement Allowance that is not used in the initial construction of the Lessor's Work shall be deemed forfeited by Lessee.

8. Cooperation. "Lessee's Construction Representative" for purposes of Lessors' Work shall be [TO BE PROVIDED]. "Lessor's Construction Representative" for purposes of Lessor's Work shall be Keith Barkerivice (phone: 410-999-7466; email: kbarker@seavesthpc.com). Lessee and Lessor acknowledge and agree that Lessee's Construction Representative and Lessor's Construction Representative shall have full power and authority to act on their respective behalf and any action taken by either of them shall be fully binding upon Lessee or Lessor, respectively, for purposes of this Work Letter. Lessor shall reasonably cooperate with Lessee and Lessee's Construction Representative in such manner as Lessee may reasonably request by: (i) providing Lessee and Lessee's Construction Representative reasonable access to the job site (subject to Lessor's and the General Contractor's requirements) both prior to and during construction; and (ii) providing Lessee and Lessee's Construction Representative the right to attend job meetings relating to the Lessor's Work. Lessee shall ensure that all the Lessee Work (hereinafter defined) is coordinated with Lessor's Work and any other work being performed at or about the Building by or for Lessor in such manner as to maintain harmonious labor relations and facilitate prompt completion of Lessor's Work. Each party authorizes the other to rely in connection with design and construction upon approval and other actions on the party's behalf by

such party's Construction Representative or any person hereafter designated in substitution or addition by notice to the party relying.

9. Work by Lessee. The parties acknowledge that Lessor's Work does not include each and every item of work and/or preparation necessary to make the Premises fully functional, and that Lessee will be employing contractors in preparing the Premises for Lessee's occupancy to install wiring, telecommunications and data systems and furnishings in the Premises (collectively, the "Lessee Work"). Lessee, and not Lessor, shall be responsible for all matters relating to the Lessee Work, including, without limitation, the design and construction thereof, and the Lessee Work shall be subject to all the terms and provisions contained in the Lease, including, without limitation, the provisions of Section 4.3 thereof, and to Lessor's construction rules and regulations. Lessor shall give Lessee reasonable advance notice of the date ("Estimated Lessee Work Commencement Date") on which the Premises will be ready for the performance of the Lessee Work. Lessee shall take all necessary or reasonable measures to ensure that Lessee's contractors and their respective subcontractors and material suppliers shall avoid any delay to the performance of Lessor's Work. If the construction of the Lessee Work interferes in any way with the construction of Lessor's Work, Lessor may request that Lessee cease the construction of Lessee's Work until Lessor's Work is substantially complete. Lessor may inspect any of the Lessee Work at all reasonable times. Lessor shall provide Lessee, its employees, agents, contractors and subcontractors with access to the Premises approximately as soon as practical prior to the Commencement Date so that Lessee may install Lessee's fixtures and cabling. In exercising its rights to early access as provided herein, Lessee shall not interfere with or delay the work to be performed by Lessor and shall abide by the reasonable rules and regulations of Lessor's contractor.

10. Quality and Performance of Work. Lessor's Work shall be performed in accordance with the Approved Plans and Specifications and Change Orders thereto made in accordance with the terms and provisions of this Work Letter. Lessor's Work shall be performed in a good and workmanlike manner and in compliance with all applicable laws. Except to the extent to which Lessee shall have given Lessor notice of the manner in which Lessor has not performed Lessor's construction obligations under this Work Letter not later than the date which is thirty (30) days following the Actual Substantial Completion Date, Lessee shall be deemed conclusively to have approved the construction of Lessor's Work and shall have no claim that Lessor has failed to perform any of Lessor's obligations under this Work Letter. Lessor agrees to correct or repair at its expense items which are then incomplete or do not conform to Lessor's Work as contemplated under the Approved Plans and Specifications and approved Change Orders, but only if Lessee shall have given notice to Lessor, as aforesaid.

RIDER 1

LESSOR'S WORK SPECIFICATIONS

[TO BE PROVIDED]

SCHEDULE 3

RULES AND REGULATIONS OF BUILDING

1. Lessor will provide and maintain a directory for all lessees and other occupants on the lobby level of the Building. Lessee shall not place, or authorize to be placed, any sign, placard, picture, advertisement, notice or lettering whatsoever, on the exterior of the Premises or any part of the Building or Project except in and at such places as may be designated by Lessor and consented to by Lessor in writing. Any such sign, placard, advertisement, picture, notice or lettering so placed without such consent may be removed by Lessor without notice to and at the expense of such lessee. All lettering and graphics on corridors shall conform to the Building standard prescribed by Lessor.

2. Sidewalks, doorways, vestibules, halls, lobbies, common areas, elevators, elevator foyers, stairways and other similar areas shall not be obstructed by lessees or other occupants or used by any lessees or other occupants for any purpose other than ingress and egress to and from the leased area and for going from one part of the Building to another part of the Building.

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

4. Plumbing, fixtures, equipment and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags, medical waste or other unsuitable material shall be thrown or placed therein. Damage resulting to any such plumbing, fixtures, equipment or appliances from misuse by a lessee or other occupant shall be paid by that particular lessee or other occupant upon demand. In addition to recovery of all costs incurred by Lessor in connection with such damage, Lessor shall be entitled to recover five percent (5%) of such costs to cover Lessor's overhead.

5. Lessor shall provide all locks for doors, at lessee's expense, into each lessee's or other occupant's leased area, and no lessee or other occupant shall place any additional lock or locks on any door in its leased area without Lessor's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Lessees or other occupants shall not have any duplicate keys made except by Lessor.

6. Electric current shall not be used for cooking or heating without Lessor's prior written permission. Heating or cooking shall not mean the brewing of coffee, tea or similar beverages nor the heating of prepared food in small microwave ovens.

7. No contractor or other party shall perform any construction work in the Project unless such party and the procedures proposed to be followed by such party and insurance policies of such party are approved by Lessor in writing prior to the commencement of any work. This provision shall apply to all work performed in the Project including, but not limited to, installations of telephones, telecopy equipment, computer equipment, electrical devices and attachments, and any and all installations of every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment and any other physical portion of the Project.

8. Movement in or out of the Project of furniture or office equipment, or dispatch or receipt by lessees or other occupants of any heavy equipment, bulky material or merchandise which requires use of elevators or stairways, or movement through the Building entrances or lobbies shall be restricted to such hours as Lessor shall reasonably designate. All such movement shall be in a manner to be agreed to in writing between the lessee or other occupant and Lessor in advance. Such pre arrangement shall be initiated by the lessee or other occupant by a written request therefor to Lessor. The time, method, and routing of movement and limitations for safety or other concern which may prohibit any article, equipment or other item from being brought into the Project shall be subject to Lessor's discretion and control. Except for the negligence or willful misconduct of Lessor or any of Lessor's Related Parties, (i) the lessee or other occupant assumes final responsibility for all risks relating to damage to articles or property moved, damage to any part of the Project, and injury to persons or public engaged or not engaged in such movement, including, without limitation, equipment, property and personnel of Lessor or any of Lessor's Related Parties if damaged or injured as a result of acts or omissions in connection with carrying out this service for a lessee or other occupant, and (ii) Lessor shall not be liable for acts of any person or entity engaged in, or any damage or loss to any of said articles, property or persons resulting from any act or omission in connection with such service performed for a lessee or other occupant.

9. Lessor shall have the right to prescribe the weight, position and manner of installation of safes and other heavy equipment (including, without limitation, heavy medical examination or treatment equipment) which shall, if considered necessary by Lessor, be installed in a manner which shall insure satisfactory weight distribution. The time, routing and manner of moving safes and other heavy equipment shall be subject to prior written approval of Lessor.

10. No portion of any lessee's or other occupants' leased area shall at any time be used for cooking (except as provided above), sleeping or lodging quarters. No birds, animals or pets of any type, with the exception of service animals accompanying disabled persons, shall be brought into or kept in, on or about lessee's or other occupant's leased area.

11. Each lessee or other occupant shall keep its leased area neat and clean. Nothing shall be swept or thrown into the corridors, halls, elevator shafts, lobbies, stairways or common areas, nor shall lessees or other occupants place any trash receptacles in these areas.

12. Lessees and other occupants shall not employ, retain or otherwise utilize any person or entity for the purpose of cleaning other than the cleaning and maintenance personnel authorized by Lessor for the Project.

13. To ensure orderly operation of the Project, Lessor reserves the right to approve all concessionaires, vending machine operators or other distributors of cold drinks, coffee, food or other concessions, water, towels or newspapers.

14. Except for the negligence or willful misconduct of Lessor or any of Lessor's Related Parties, Lessor shall not be responsible or liable to the lessees or other occupants or their respective Related Parties, for any loss of money, jewelry or other personal property from the Project or public areas or for any loss or damage to any property therein from any cause whatsoever whether such loss or damage occurs when an area is locked against entry or not.

15. Lessees and other occupants shall exercise proper precautions in the protection of their personal property from loss or damage including, without limitation, keeping doors to unattended areas locked. Lessees and other occupants shall also report, in writing, any thefts or losses to the Building Manager and security personnel as soon as reasonably possible after discovery, and shall use reasonable efforts to notify the Building Manager and security personnel of the presence of any persons whose conduct is suspicious or causes a disturbance.

16. Lessees and other occupants and their respective Related Parties, may be called upon to show suitable identification and sign a Building register when entering or leaving the Project and all lessees and other occupants and their respective Related Parties, shall cooperate fully with Building security personnel in complying with such requirements.

17. Lessees and other occupants shall not solicit from or circulate advertising material among other lessees or other occupants of the Project except the regular use of the U.S. mail service. Lessees and other occupants shall notify the Building Manager or the Building security personnel promptly if it comes to their attention that any unauthorized persons are soliciting from or causing annoyance or nuisance to lessees, other occupants or their respective Related Parties.

18. Lessor reserves the right to deny entrance to the Project or to remove any person or persons (and their property) from the Project in any case where the conduct of such person or persons involves or might involve a hazard or nuisance to any lessee or occupant of the Project or to the public or in the event of fire, casualty or other emergency, riot, civil commotion or similar disturbance involving risk to the Project, the contents of the Project, lessees, other occupants or the general public.

19. Lessor reserves the right to rescind any of these rules and regulations and to make such other and further reasonable written rules and regulations as in its reasonable judgment shall from time to time be needed for the safety, protection, care, management, maintenance, repair or cleanliness of the Project, the operation thereof, the preservation of good order therein and the protection and comfort of the lessees and other occupants and their respective Related Parties, which rules and regulations, when made and written notice thereof is given to a lessee or other occupant shall be binding upon them in like manner as if originally herein prescribed and shall automatically become a part of this Lease for all purposes.

20. Lessees and other occupants hereby expressly confirm and agree that they shall be solely and exclusively responsible and liable for, at lessee's or other occupant's respective sole cost and expense, the disposal and handling of all of such lessee's or other occupant's respective Medical Waste, Waste and other hazardous materials (as such terms are defined above in this Lease) generated from their respective leased area and for complying with all applicable Governmental Requirements and Medical Waste Laws (as such terms are defined above in this Lease) with respect to their operations within their respective leased area.

21. Lessees, other occupants and their respective Related Parties shall not engage in or authorize the smoking of any material in their leased area, the Building or the Project, including, without limitation, the smoking of tobacco in the form of a cigarette or cigar or by means of a pipe.

22. Lessees and other occupants hereby expressly confirm and acknowledge that additional security services and security equipment may be available from Lessor for lessees and other occupants. It will, however, be lessee's or such other occupant's sole responsibility to advise Lessor of what additional security services and/or security equipment they shall need. All costs and expenses for any such additional security services and/or security equipment will be promptly paid by lessees or such other occupants.

SCHEDULE 4

LESSEE'S SIGNAGE CONCEPT

[TO BE PROVIDED]

Schedule 5

Exclusive and Prohibited Used

Dimensions Health Corporation:

(a) During the Term of this Lease, and subject to the rights of existing tenants of the Project (and their successors and assigns) as of the day hereof under their existing leases, Lessor covenants and agrees not to enter into a lease or any other occupancy agreement with another tenant (each, a “Competitor”) for space in the Project to be operated as a clinic specializing in the provision of cardiovascular services, including general cardiology practice, interventional cardiologist practice, cardio-electrophysiology practice, cardiac-thoracic surgery practice, vascular surgery practice and vascular lab service (such services, the “Protected Services”). As used herein, the term “specializing in” means generates more than 20% of gross revenues therefrom. Further, during the Term of this Lease, and subject to the rights of existing tenants of the Project (and their successors and assigns) as of the day hereof under their existing leases, Lessor covenants and agrees that (i) it shall not enter into any lease or other occupancy agreement with another tenant or occupant that permits such tenant or occupant to advertise to the public that it specializes in the provision of the Protected Services from its premises at the Project, and (ii) if Lessor obtains actual knowledge of a violation by a tenant or occupant of the aforementioned clause (i) Lessor shall use commercially reasonable efforts to pursue its remedies under its lease with such tenant or occupant or at law or equity.

(e) Lessor shall not permit any of the following uses in the Building, and will not sell or lease the Building to any owner or tenant who undertakes business in, or otherwise uses the Building for, the following: adult entertainment, adult video or bookstore, secondhand or used goods store, nightclub, tavern, lounge, dance hall, massage parlor, funeral home or morgue, pool hall, game parlor, commercial amusements, undertaking establishments, health spa, gym, skating rink, bingo games, betting agency, bowling alley or other entertainment, spa or fitness center, flea market, auto dealership, car rentals or sales, hazardous or illegal uses, or child care center.

Tower Radiology LLC:

“**Permitted Use:** The Premises shall be used by Lessee in accordance with any and all applicable Governmental Requirements and Healthcare Laws (as those terms are defined in Section 2.2(b), below) and solely for the following purposes, and for no other purpose whatsoever: Medical radiology clinic and office and related administrative purposes consisting of full service imaging including breast and diagnostic imaging, including without limitation, MRI and x-ray, related procedures, and medical services; and any other uses permitted by code. Lessor acknowledges that Lessee shall be the sole full service imaging center.”

SCHEDULE 6

LESSEE'S RENEWAL OPTIONS

Provided that Lessee is not then in default under this Lease beyond any notice and cure period or other grace period provided in this Lease or in any other documents related to this Lease, Lessee shall have the option to renew and extend the Term of this Lease for two (2) renewal terms of five (5) years each (each a "Renewal Term"), commencing upon the expiration of the Term or the preceding renewal term, as the case may be, by giving Lessor written notice thereof at least two hundred seventy (270) days prior to the expiration of the Term or the preceding renewal term, as the case may be. In the event of any such renewal, the "Term" as used in this Lease shall include such renewal term and such renewal shall be upon the same provisions set forth in this Lease applicable during the initial Term except that:

The Base Rent for the Premises applicable during the first year of the Renewal Term shall be at the greater of (i) an amount equal to 90% of the annual Base Rent in effect at the expiration of the then expiring Term of the Lease and (ii) one hundred percent (100%) of the then-prevailing market rate of rent and all other charges for similar space in comparable medical office buildings in the Prince George's county, Maryland submarket, with such market rate to reflect such factors as the provision to Lessee or absence thereof of then-market concessions typically given to medical office tenants renewing the leases of similar space in comparable buildings in the Prince George's county, Maryland submarket, location of the Building, size of rental area, and the time the particular rate under consideration becomes effective. Thereafter, during each succeeding one-year period of the Renewal Term (commencing with the second one-year period of such Renewal Term), the Base Rent shall increase by 2.5% over the Base Rent applicable during the immediately preceding one-year period.

If Lessee exercises an option in accordance with the foregoing, then Lessor shall notify Lessee in writing of the market rate of Base Rent if any, to apply during the applicable Renewal Term, as determined by experienced real estate brokers selected by Lessor ("Lessor's Market Rent Determination"). Lessor shall provide Lessor's Market Rent Determination within thirty (30) days after its receipt of the Renewal Notice. If Lessee advises Lessor in writing that the rate of Base Rent set forth in Lessor's Market Rent Determination is not acceptable within thirty (30) days of its receipt of Lessor's determination of the market rate of Base Rent, then within thirty (30) days of Lessee's written notice, each of Lessee and Lessor shall select one real estate broker, which brokers shall jointly select a third broker (the "Arbitrator"), each with at least ten (10) years' experience in leasing medical office space in Prince George's County, Maryland submarket; provided, however, that if the brokers appointed by Lessor and Lessee are unable to agree upon the identity of the Arbitrator within fifteen (15) days of their selection by Lessor and Lessee, then the Arbitrator shall be selected by the Washington, DC chapter of the American Arbitration Association; provided further, that if Lessee does not notify Lessor within the thirty (30) day period described above of its election to have the market rate of Base Rent determined by arbitration, or if Lessee fails to appoint a real estate broker within the thirty (30) day period described above, the rate set forth in Lessor's initial notice given under this subsection (B) above shall be binding on the parties. Each broker selected by Lessor and Lessee pursuant to this subsection (B) shall submit to the Arbitrator an opinion as to the market rate of Base Rent to apply during the applicable

Renewal Term and such other information as the Arbitrator shall require, following which the Arbitrator shall render an opinion as to the market rate of Base Rent, which shall be binding upon the parties. The Arbitrator's opinion shall be rendered in accordance with the method of dispute resolution commonly known as "Baseball Arbitration" and shall reflect either one of the opinions submitted by Lessor and Lessee as to the market rate of Base Rent, it being understood that the Arbitrator shall be expressly prohibited from selecting any compromise figure. Lessor and Lessee shall each bear their own costs associated with their respective determinations of the market Base Rent, and shall equally share the cost of the Arbitrator.

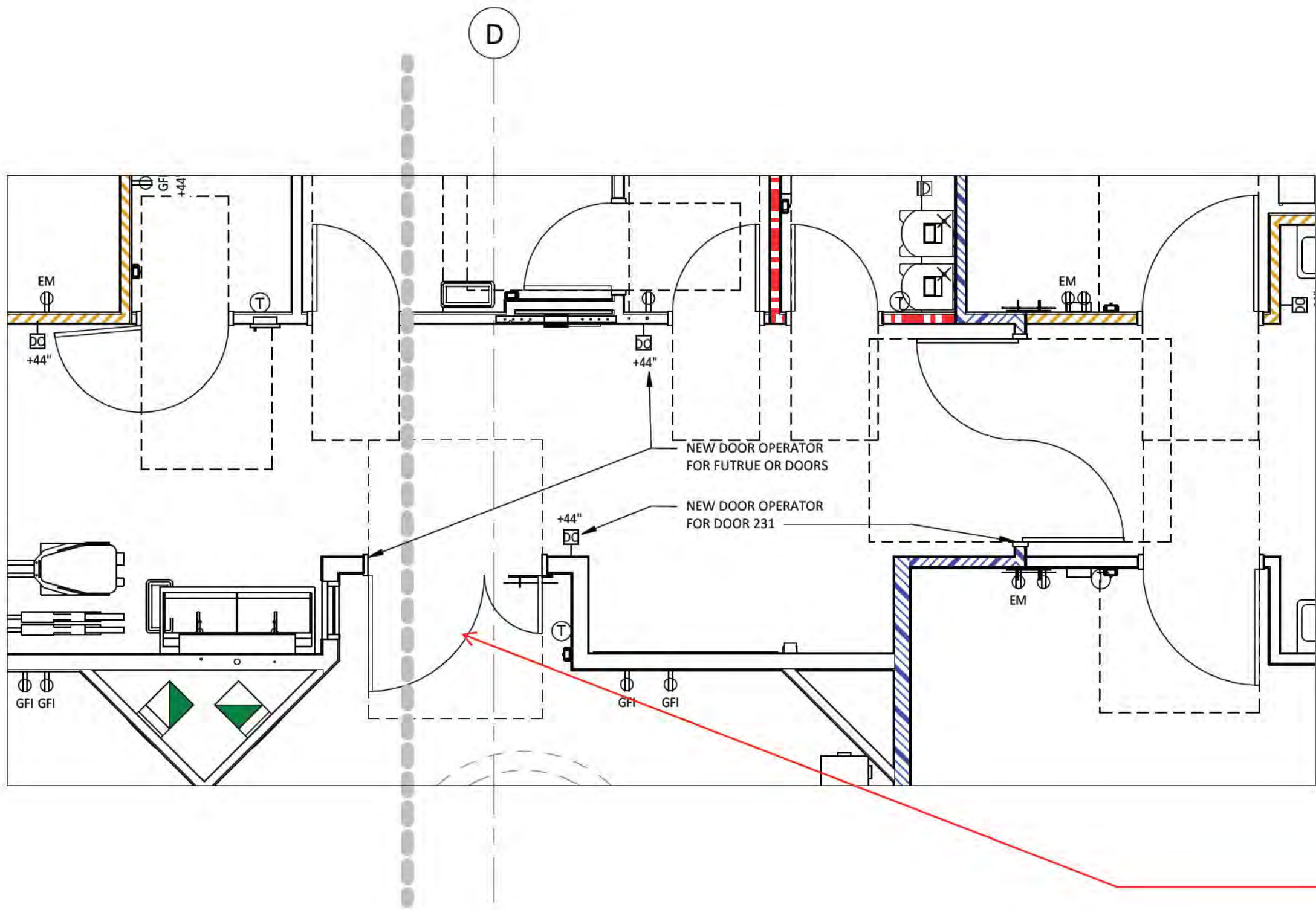
Lessee shall have no renewal options beyond those described hereinabove. The rights set forth in this Schedule 6 are personal to the original Lessee named hereinabove, and may not be exercised if the named Lessee has assigned this Lease or sublet the Premises (or any portion thereof) to any party in a transaction where Lessor's consent was required under Article VI of this Lease.

ATTACHMENT 2

PROJECT DRAWINGS

APPLICABLE CODES:

PRINCE GEORGE'S COUNTY:
- SUBTITLE 4 BUILDING, MECHANICAL AND ENERGY CODES
- SUBTITLE 9 ELECTRICAL CODE
- SUBTITLE 11 FIRE CODE
COMAR 9.12.53 MARYLAND ACCESSIBILITY CODE
COMAR 10.05 AMBULATORY CARE FACILITIES
2018 INTERNATIONAL BUILDING CODE
2018 INTERNATIONAL MECHANICAL CODE
2018 INTERNATIONAL EXISTING BUILDING CODE
2018 WSSC PLUMBING AND FUEL GAS CODE
2017 NFPA 70 NATIONAL ELECTRICAL CODE
2018 NFPA 101 CHAPTER 20
MARYLAND STATE FIRE PREVENTION CODE
2022 FGI



NEW DOOR 288, CENTER ON WALL.
SEE 6/A2.33 FOR DETAIL. DOOR
FRAME IS PREPARED IN EXISTING
PARTITION WITH A KNOCKOUT PANEL.

2 FLOOR 2 - FUTURE OR CONVERSION (FOR REFERENCE ONLY)
A2.10 1/4" = 1'-0"



EXISTING RED LINE

CURRENT
PROCEDURE ROOM
TO BE CONVERTED
TO OR 3

NEW RED LINE
INTO STERILE
CORE

1 FLOOR 2 - OVERALL
A5.10 A2.10 1/8" = 1'-0"

FLOOR PLAN GENERAL NOTES

- DIMENSIONS ARE TO FACE OF INTERIOR GYPSUM BOARD, TILE BACKER BOARD, FACE OF EXTERIOR WALL MATERIALS, STRUCTURAL GRIDS AND CENTERLINES WHERE INDICATED.
- ALL GYPSUM WALLBOARD TO BE 5/8" UNO TYPE 'X' EXCEPT AT THE FOLLOWING LOCATIONS:
 - AT RESTROOMS WITHOUT A SHOWER (TCNA COM2 AREAS), PROVIDE 5/8" UNO MOISTURE AND MOLD RESISTANT GYPSUM BOARD COMPLYING WITH ASTM C1396 FOR WALLS AND BEHIND TILE.
 - AT WET AREAS INCLUDING BUT NOT LIMITED TO SHOWERS, STERILE PROCESSING ROOMS, JANITOR CLOSETS, JANUAS, AND SWIMMING POOLS (TCNA COM3/A AREAS), PROVIDE:
 - AT TILE AND WALL PROTECTION LOCATIONS: PROVIDE 5/8" UNO COATED GLASS-MAT FACED WATER-RESISTANT GYPSUM WALLBOARD COMPLYING WITH ASTM C1378 OR 5/8" UNO CEMENT BACKER BOARD COMPLYING WITH ASTM C1325.
 - AT PAINTED GYPSUM BOARD LOCATIONS (INCLUDING CEILING): PROVIDE 5/8" UNO TYPE 'X' MOISTURE AND MOLD RESISTANT GYPSUM BOARD COMPLYING WITH ASTM C1396.
- PROVIDE RATED ENCLOSURES OR PUTTY PACKS AROUND ALL OUTLETS, BOXES, CABINETS, PIPING, DUCTWORK, ETC., THAT ARE RECESSED IN FIRE-RATED WALLS. ENCLOSE TO PROVIDE SAME RATING AS THE WALL WHERE IT IS LOCATED. SEE SHEET A7.11.
- DOORS SHALL BE LOCATED 4" FROM ADJACENT PERPENDICULAR WALL TO THE INSIDE EDGE OF THE DOOR FRAME, UNO. SEE DOOR DETAILS ON THE A8 SHEETS.
- BOXES SHOWN BACK-TO-BACK MAY BE ADJUSTED TO OFFSET THE BOXES WITH APPROVAL FROM THE ARCHITECT. SEE SHEET A7.11 FOR DETAILS RELATED TO RECESSED BOXES.

NURSE CALL LEGEND

SYMBOLS	DOOR LIGHT
NURSE CALL	WALL MOUNTED, PLAN VIEW
EMERGENCY PULL	WALL MOUNTED, ELEVATION
CODE BLUE	CEILING MOUNTED, PLAN VIEW
PATIENT CALL CORD	
ALARM PANEL	

MEDICAL GAS LEGEND

OXYGEN	VACUUM
VACUUM	VACUUM SLIDE
ZONE VALVE BOX	COMPRESSED AIR - WALL
COMPRESSED AIR - WALL	COMPRESSED AIR - CEILING
MED GAS AREA ALARM PANEL	MED GAS ALARM PANEL

NEW PARTITION GRAPHICS LEGEND

GRAPHIC	DESCRIPTION	TYPE	DETAIL	PRIORITY
	1 HOUR SMOKE BARRIER	1Aa	1/A7.10	HIGH
	1 HOUR FIRE BARRIER	1Ab	1/A7.10	HIGH
	SMOKE PARTITION	0Aa	1/A7.10	HIGH
	SOUND PARTITION	0Ac	1/A7.10	HIGH
	BRACED PARTITION	0Ba	1/A7.10	HIGH
	EXISTING PARTITION	0Bb	1/A7.10	LOW

- SEE PARTITION TYPES, SHEET A7.10.
- HIGHEST PRIORITY PARTITIONS ARE LISTED FIRST IN THE LEGEND. SUBSEQUENT PARTITIONS DECREASE IN PRIORITY. HIGHER PRIORITY WALLS TAKE PRECEDENCE. SEE WALL PRIORITY DETAILS.

POWER OUTLET LEGEND

SYMBOLS	DESIGNATIONS
	DUPLEX OUTLET
	QUAD OUTLET
	INDICATES HEIGHT IN INCHES AFF TO OUTLET CENTERLINE. DEFAULT HEIGHT = 18" AFF TO CENTERLINE UNLESS TAGGED OTHERWISE. TYPICAL FOR ALL OUTLETS.
	DEDICATED OUTLET
	208VOLT OUTLET
	OUTLET W/ GROUND FAULT CIRCUIT INTERRUPT PROTECTION
	EMERGENCY OUTLET

DATA OUTLET LEGEND

SYMBOLS	DESIGNATIONS
	DATA OUTLET
	PHONE OUTLET
	DATA/PHONE OUTLET
	RECESSED OUTLET (TYPE PER SYMBOL)

SPECIAL PURPOSE OUTLET LEGEND

SYMBOLS	DESIGNATIONS
	SPECIAL PURPOSE OUTLET
	DOMED SECURITY CAM
	TV OUTLET
	CARD READER
	DOOR OPENER BUTTON
	DOOR RELEASE BUTTON
	KEYPAD
	INTERCOM
	SECURITY CAMERA

JUNCTION OUTLET LEGEND

SYMBOLS	DESIGNATIONS
	JUNCTION BOX OUTLET
	JUNCTION FLOOR OUTLET
	JUNCTION BOX OUTLET FOR POWER
	JUNCTION BOX OUTLET FOR FURNITURE WHIPS
	JUNCTION BOX OUTLET FOR COMMUNICATION/DATA

MISCELLANEOUS ELECTRICAL LEGEND

POWER POLE - 'P' = POWER, 'D' = DATA, 'P/D' = POWER & DATA	FIRE ALARM
ELECTRICAL PANEL	FIRE ALARM CONTROL PANEL
GENERATOR	FIRE ALARM ANNUNCIATOR PANEL
ALARM PANEL	

OUT OF SCOPE



5646 MILTON STREET, SUITE 240
DALLAS, TEXAS 75206
214.420.5700

PROJECT P214954.00

**SURGCENTER AT
HARBOR, LLC
DBA
HARBORSIDE
SURGERY CENTER**
251 NATIONAL HARBOR BLVD.
SUITE 200
OXON HILL, MD 20745

**ISSUED FOR
CONSTRUCTION**

DATE 2022.06.03

REVISIONS

REVISIONS	DESCRIPTION	DATE
3	PRE CONSTRUCTION COORDINATION	06/03/2022
6	AS/4	7/13/2022
7	DUCTWORK COORDINATION	8/26/2022

RECORD DRAWING

PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. _____, EXPIRATION DATE: _____.

SHEET TITLE

FLOOR PLAN - OVERALL

SHEET NUMBER

A2.10

DOOR NOTES:

NEW DOOR 288 TO MATCH EXIST. OR DOORS
6'-0" (LEAF 1: 4'-0" LEAF 2: 2'-0") WIDE X 7'-0" HIGH, NARROW LITE/FLUSH PANEL
ACROVYN DOOR: ACROVYN WOODGRAINS; COLOR: CHARRED NEW OAK #1605, RAISED MICROTEXTURE

HOLLOW METAL, STANDARD PROFILE FRAME

HARDWARE SET 12

Set 12 - OR

Doors: 237, 238

2 Continuous Hinge

1 Push Plate

1 Pull Plate

2 Flush Bolt

1 Dust Proof Strike

1 Automatic Door Operator

2 Wave Sense Switch

2 Overhead Stop

1 Gasketing (Set)

1 Astragal (Set)

HG315 x 70" x HT

70" 8 x 16

110 x 70C 4 x 16

665 x 12"

670

6011 x 120VAC

507 x 24VDC

650S x 90 dmp

588 BL x DOW x DOH

(2) 297 AS x DOH

630

MR

US32D-MS

RO

US32D-MS

RO

US26D

RO

NO

SA

PE

PE

Wave sense switches to activate the automatic door operator at all times

EXISTING AREA

NEW PARTITION GRAPHICS LEGEND

GRAPHIC	DESCRIPTION	TYPE	DETAIL	PRIORITY
	1 HOUR SMOKE BARRIER	1Ab	1/A7.10	HIGH
	1 HOUR FIRE BARRIER	1Ab	1/A7.10	HIGH
	SMOKE PARTITION	0Ab	1/A7.10	HIGH
	SOUND PARTITION	0Ac	1/A7.10	HIGH
	BRACED PARTITION	0Bb	1/A7.10	HIGH

EXISTING PARTITION GRAPHICS LEGEND

GRAPHIC	DESCRIPTION	PRIORITY
	2 HOUR FIRE BARRIER / SHAFTWALL	HIGH
	2 HOUR FIRE BARRIER	HIGH
	BRACED PARTITION	HIGH
	FURRING PARTITION	LOW

- SEE PARTITION TYPES, SHEET A7.10
- HIGHEST PRIORITY PARTITIONS ARE LISTED FIRST IN THE LEGEND. SUBSEQUENT PARTITIONS DECREASE IN PRIORITY. HIGHER PRIORITY WALLS TAKE PRECEDENCE, SEE WALL PRIORITY DETAILS.

POWER OUTLET LEGEND

SYMBOLS	DESCRIPTION
	DUPLICATE OUTLET
	QUAD OUTLET
DESIGNATIONS	
+88"	INDICATES HEIGHT IN INCHES AFF TO OUTLET CENTERLINE. DEFAULT HEIGHT = 18" AFF TO CENTERLINE UNLESS TAGGED OTHERWISE. TYPICAL FOR ALL OUTLETS
D	DEDICATED OUTLET
208v	208 VOLT OUTLET
GFI	OUTLET W/ GROUND FAULT CIRCUIT INTERRUPT PROTECTION
EM	EMERGENCY OUTLET

DATA OUTLET LEGEND

SYMBOLS	DESCRIPTION
	DATA OUTLET
	PHONE OUTLET
	DATA/PHONE OUTLET
DESIGNATIONS	
R	RECESSED OUTLET (TYPE PER SYMBOL)

SPECIAL PURPOSE OUTLET LEGEND

SYMBOLS	DESCRIPTION
	SPECIAL PURPOSE OUTLET
	DOMED SECURITY CAM
DESIGNATIONS	
TV	TV OUTLET
CR	CARD READER
DO	DOOR OPENER BUTTON
DR	DOOR RELEASE BUTTON
KP	KEYPAD
I	INTERCOM
SC	SECURITY CAMERA

JUNCTION OUTLET LEGEND

SYMBOLS	DESCRIPTION
	JUNCTION BOX OUTLET
	JUNCTION FLOOR OUTLET
DESIGNATIONS	
J	JUNCTION BOX OUTLET FOR POWER
JW	JUNCTION BOX OUTLET FOR FURNITURE WHIPS
JC	JUNCTION BOX OUTLET FOR COMMUNICATION/DATA

MISCELLANEOUS ELECTRICAL LEGEND

SYMBOLS	DESCRIPTION
	POWER POLE - P = POWER, D = DATA
	P/D = POWER & DATA
	ELECTRICAL PANEL
	FIRE ALARM
	FACP = FIRE ALARM CONTROL PANEL
	GENERATOR
	FIRE ALARM
	FACP = FIRE ALARM ANNUNCIATOR PANEL

FLOOR PLAN GENERAL NOTES

- DIMENSIONS ARE TO FACE OF INTERIOR GYPSUM BOARD, TILE BACKER BOARD, FACE OF EXTERIOR WALL MATERIALS, STRUCTURAL GRIDS AND CENTERLINES WHERE INDICATED.
- ALL GYPSUM WALLBOARD TO BE 5/8" UNO TYPE "X" EXCEPT AT THE FOLLOWING LOCATIONS:
 - AT RESTROOMS WITHOUT A SHOWER (TCNA COM2 AREAS), PROVIDE 5/8" UNO MOISTURE AND MOLD RESISTANT GYPSUM BOARD COMPLYING WITH ASTM C1396 FOR WALLS AND BEHIND TILE.
 - AT WET AREAS INCLUDING BUT NOT LIMITED TO SHOWERS, STERILE PROCESSING ROOMS, JANITOR CLOSETS, SAUNAS, AND SWIMMING POOLS (TCNA COM2 AREAS), PROVIDE:
 - AT TILE AND WALL PROTECTION LOCATIONS: PROVIDE 5/8" UNO COATED GLASS-MAT FACED WATER-RESISTANT GYPSUM WALLBOARD COMPLYING WITH ASTM C1378 OR 5/8" UNO CEMENT BACKER BOARD COMPLYING WITH ASTM C1325
 - AT PAINTED GYPSUM BOARD LOCATIONS (INCLUDING CEILING): PROVIDE 5/8" UNO TYPE "X" MOISTURE AND MOLD RESISTANT GYPSUM BOARD COMPLYING WITH ASTM C1396
- PROVIDE RATED ENCLOSURES OR PUTTY PACKS AROUND ALL OUTLETS, BOXES, CABINETS, PIPING, DUCTWORK, ETC., THAT ARE RECESSED IN FIRE-RATED WALLS. ENCLOSE TO PROVIDE SAME RATING AS THE WALL WHERE IT IS LOCATED. SEE SHEET A7.11.
- DOORS SHALL BE LOCATED 4" FROM ADJACENT PERPENDICULAR WALL TO THE INSIDE EDGE OF THE DOOR FRAME, UNO. SEE DOOR DETAILS ON THE AS SHEETS.
- J-BOXES SHOWN BACK-TO-BACK MAY BE ADJUSTED TO OFFSET THE BOXES WITH APPROVAL FROM THE ARCHITECT. SEE SHEET A7.11 FOR DETAILS RELATED TO RECESSED BOXES.

NURSE CALL LEGEND

SYMBOLS	DESCRIPTION
	NURSE CALL
DESIGNATIONS	
EP	EMERGENCY PULL
CB	CODE BLUE
CC	PATIENT CALL CORD
AP	ALARM PANEL

MEDICAL GAS LEGEND

SYMBOLS	DESCRIPTION
	OXYGEN
	VACUUM
	VACUUM SLIDE
	ZONE VALVE BOX
	COMPRESSED AIR - WALL
	COMPRESSED AIR - CEILING
	MED GAS AREA ALARM PANEL
	MED GAS ALARM PANEL



BOULDER ASSOCIATES

5646 MILTON STREET, SUITE 240
DALLAS, TEXAS 75206
214.420.5700

PROJECT P214954.00

**SURGCENTER AT
NATIONAL
HARBOR, LLC
DBA
HARBORSIDE
SURGERY CENTER**
251 NATIONAL HARBOR BLVD.
SUITE 200
OXON HILL, MD 20745

**ISSUED FOR
CONSTRUCTION**

DATE 2022.06.03

REVISIONS	DESCRIPTION	DATE

RECORD DRAWING

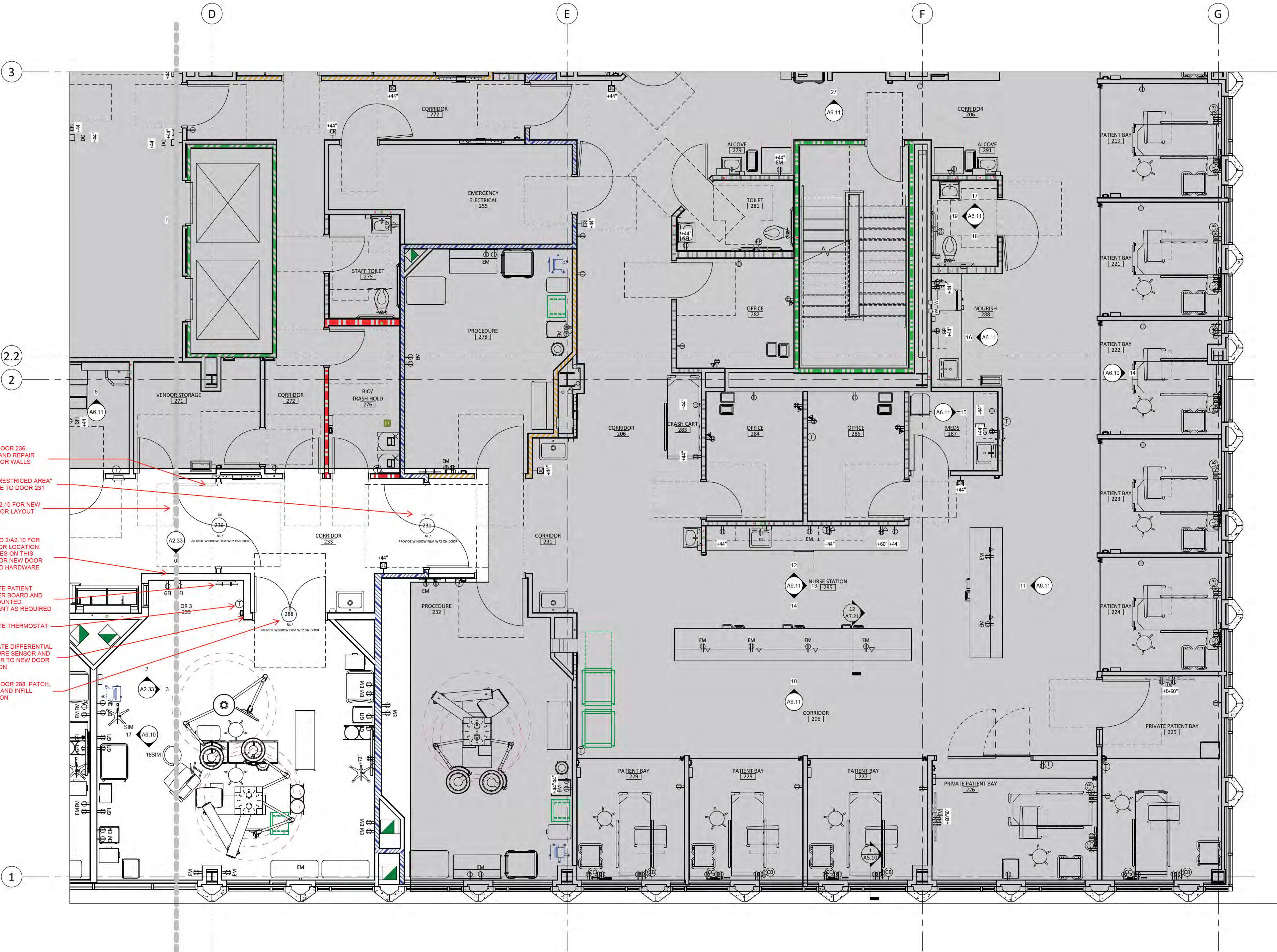
PROFESSIONAL CERTIFICATION: I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. _____, EXPIRATION DATE: _____.

SHEET TITLE

AREA FLOOR PLAN

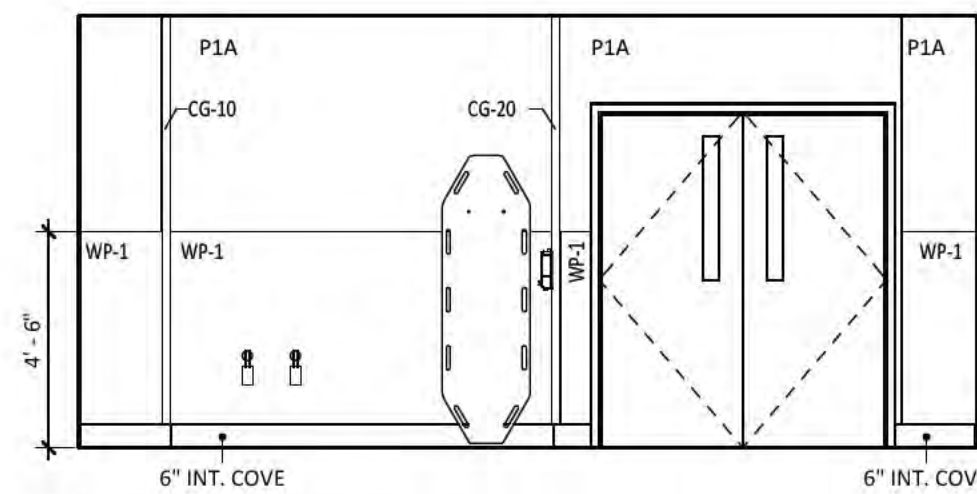
SHEET NUMBER

A2.13

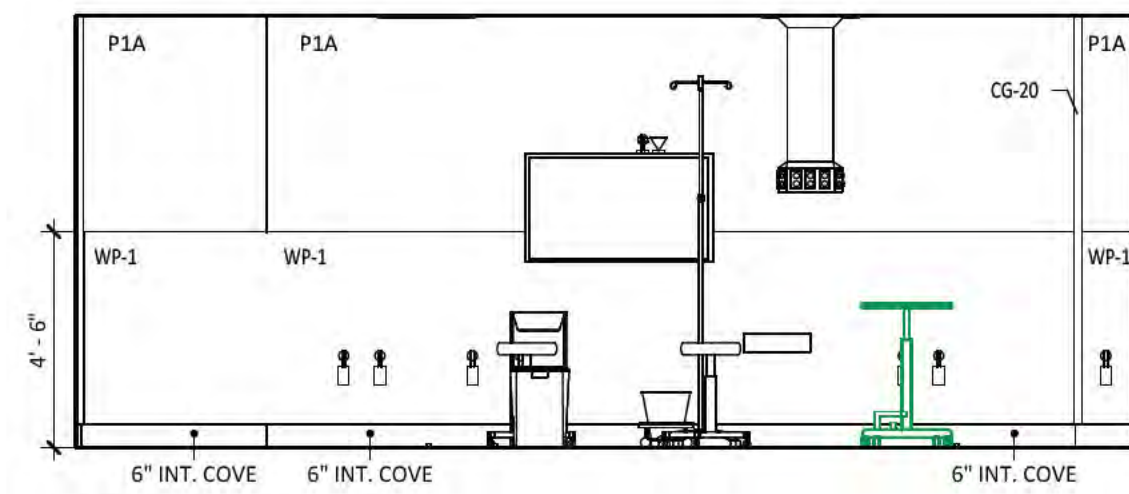


1 FLOOR 2 - OR ADDITION AREA FLOOR PLAN

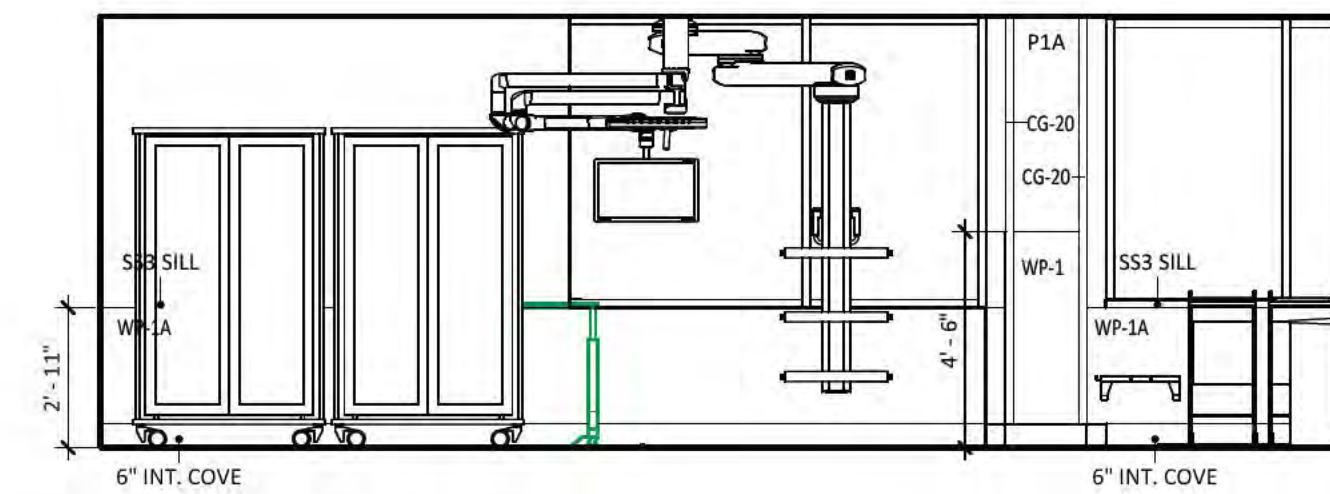
A2.13 1/4" = 1'-0"



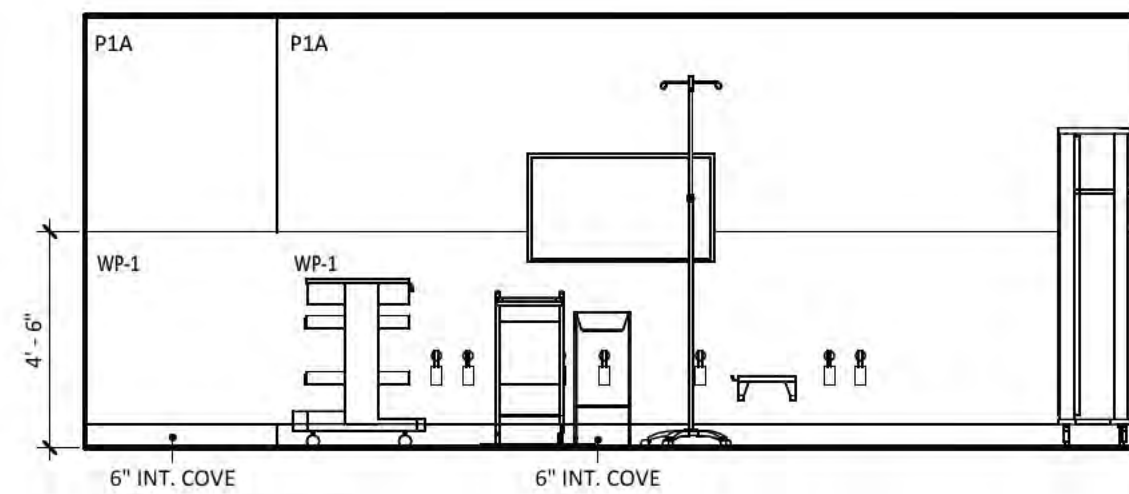
2 235 OR (N)
A2.11 | A2.33 1/4" = 1'-0"



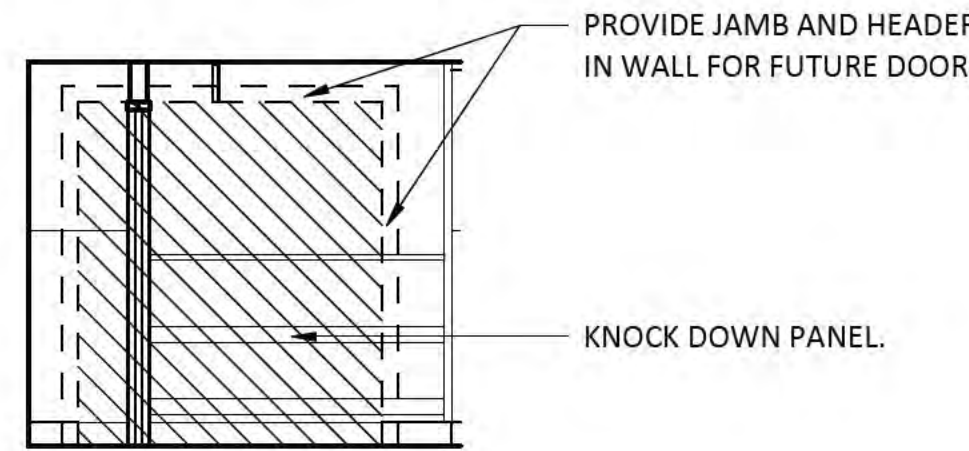
3 235 OR (E)
A2.11 | A2.33 1/4" = 1'-0"



4 235 OR (S) SIMILAR
A2.11 | A2.33 1/4" = 1'-0"



5 235 OR 3 (W) SIMILAR
A2.11 | A2.33 1/4" = 1'-0"



6 235 PROCEDURE FUTURE OR DOOR (S)
A2.11 | A2.33 1/4" = 1'-0"

FINISHES:

WS-1
ACROVYN 4000, .060 RIGID SHEET WALL PROTECTION, 48" SHEET INSTALLED AT TOP OF BASE, COLOR: 949 WHITE

SP-1
ACROVYN 4000, .060 RIGID SHEET WALL PROTECTION, 48" SHEET INSTALLED AT TOP OF BASE, COLOR: 949 WHITE WITH ECR-32A SERIES CRASH RAIL INSTALLED AT 18" AFF AND 36" AFF.

P-1A
BENJAMIN MOORE COLOR: 2121-70 CHANTILLY LACE, WATERBASED CATALYZED EPOXY - SEMIGLOSS

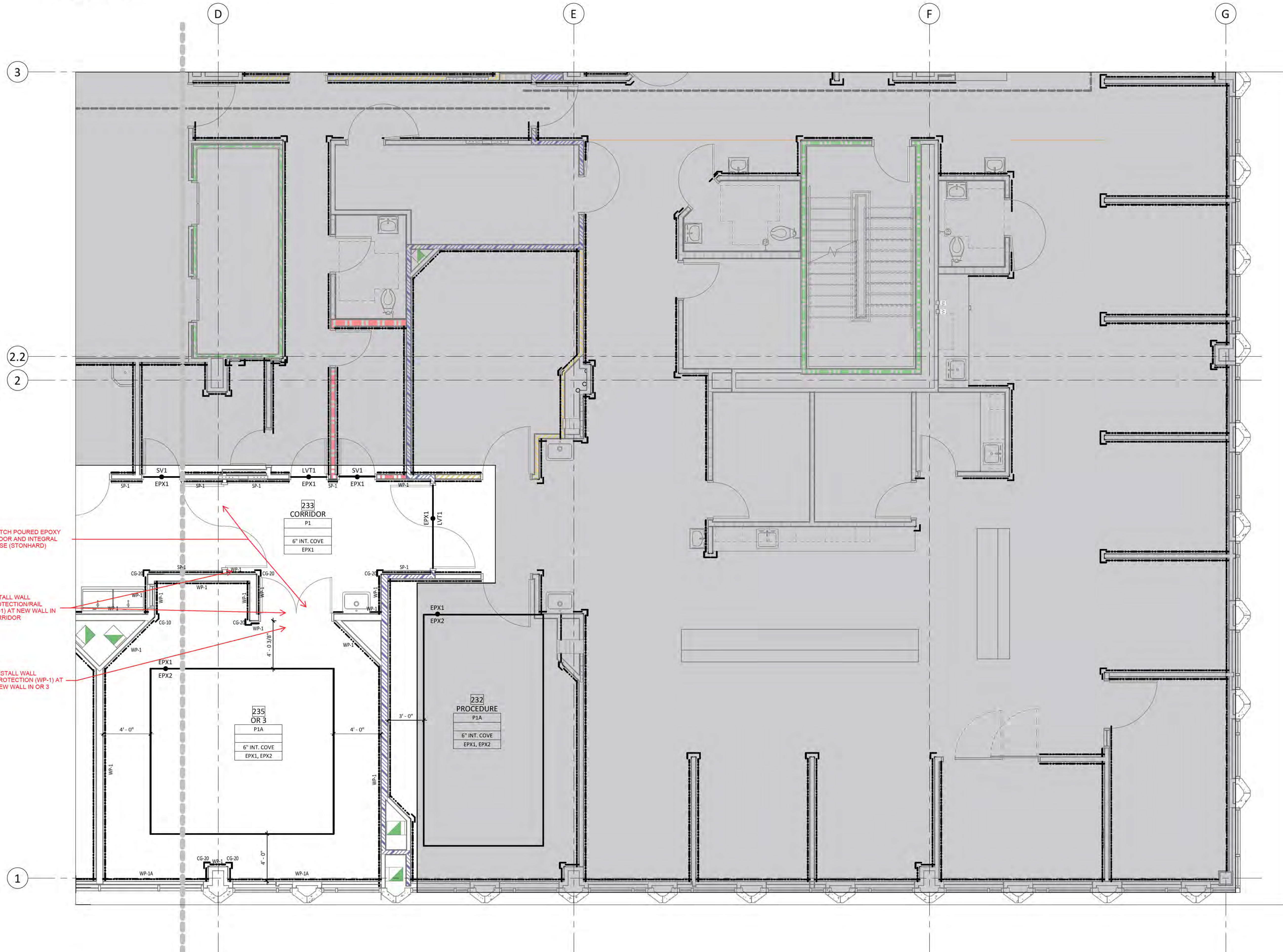
GENERAL FINISH NOTES

- GENERAL WALL PAINT TO BE P1, UNO.
- REFER TO SPECIFICATIONS FOR LEVEL OF GYPSUM BOARD FINISH.
- DOOR FRAME PAINT TO BE P2, SEMIGLOSS ACRYLIC ENAMEL, UNO.
- ALL FLOORING FINISHES TO TERMINATE AT CENTER OF DOOR, UNO. REFER TO TYPICAL FLOORING TRANSITION DETAILS ON INTERIOR DETAIL SHEETS.
- ALL SHEET GOOD FLOORING SEAMS TO BE HEAT WELDED, UNO.
- WHERE INTERIOR FINISH TAG INDICATES "6" INT. COVE" BASE, REFER TO INTERIOR DETAIL SHEETS FOR DETAIL OF INTEGRALLY FLASH-COVERED BASE.
- CEILING FINISHES ARE LOCATED ON REFLECTED CEILING PLANS. REFER TO SPECIFICATION FOR DOOR FINISHES.
- IF THERE IS CONFLICTING INFORMATION ON DOCUMENTS, CONTACT ARCHITECT FOR CLARIFICATION.
- ALL FINISHES TO CONTINUE BEHIND AND UNDERNEATH ALL EQUIPMENT, ACCESSORIES, AND MOVABLE CASEWORK.
- WALL COVERING SCHEDULED FOR A WALL WITH A CONTROL JOINT SHALL BE NEATLY AND EVENLY RECESSED INTO, AND FOLLOWING THE CONTOURS OF, THE CONTROL JOINT.
- PAINT CONTROL JOINTS TO MATCH THE WALL WHERE A WALL IS SCHEDULED TO BE PAINTED.
- BASE TO BE INSTALLED AT ALL CASEWORK TOE KICKS AND EXPOSED ENDS.

ID SYMBOL LEGEND

SYMBOL	DESCRIPTION
	WALL FINISH ACCENT SYMBOL
	FLOORING TRANSITION SYMBOL
	ROOM NAME
	GEN. WALL FNSH.
	ACC. WALL FNSH.
	BASE
	FLOORING
	KEY NOTES (KNF)
	INDICATES GRAIN/PATTERN
	INSTALLATION DIRECTION

EXISTING AREA



1 FLOOR 2 - OR ADDITION AREA FINISH PLAN
A2.33 1/4" = 1'-0"



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PROJECT P214954.00

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251 NATIONAL HARBOR BLVD.
SUITE 200
OXON HILL, MD 20745

**ISSUED FOR
CONSTRUCTION**

DATE 2022.06.03

REVISIONS

REVISIONS	DESCRIPTION	DATE
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SHEET TITLE

AREA FINISH PLAN

SHEET NUMBER

A2.33

SHEET TITLE

AREA PLAN RCP

SHEET NUMBER

A2.43



BOULDER ASSOCIATES

1426 PEARL STREET, SUITE 300
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PROJECT P214954.00

**SURGCENTER AT
NATIONAL
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SURGERY CENTER**
251 NATIONAL HARBOR BLVD.
SUITE 200
OXON HILL, MD 20745

**ISSUED FOR
CONSTRUCTION**

DATE 2022.06.03

REVISIONS	DESCRIPTION	DATE
1	PRE CONSTRUCTION	06.03.2022
2	COORDINATION	

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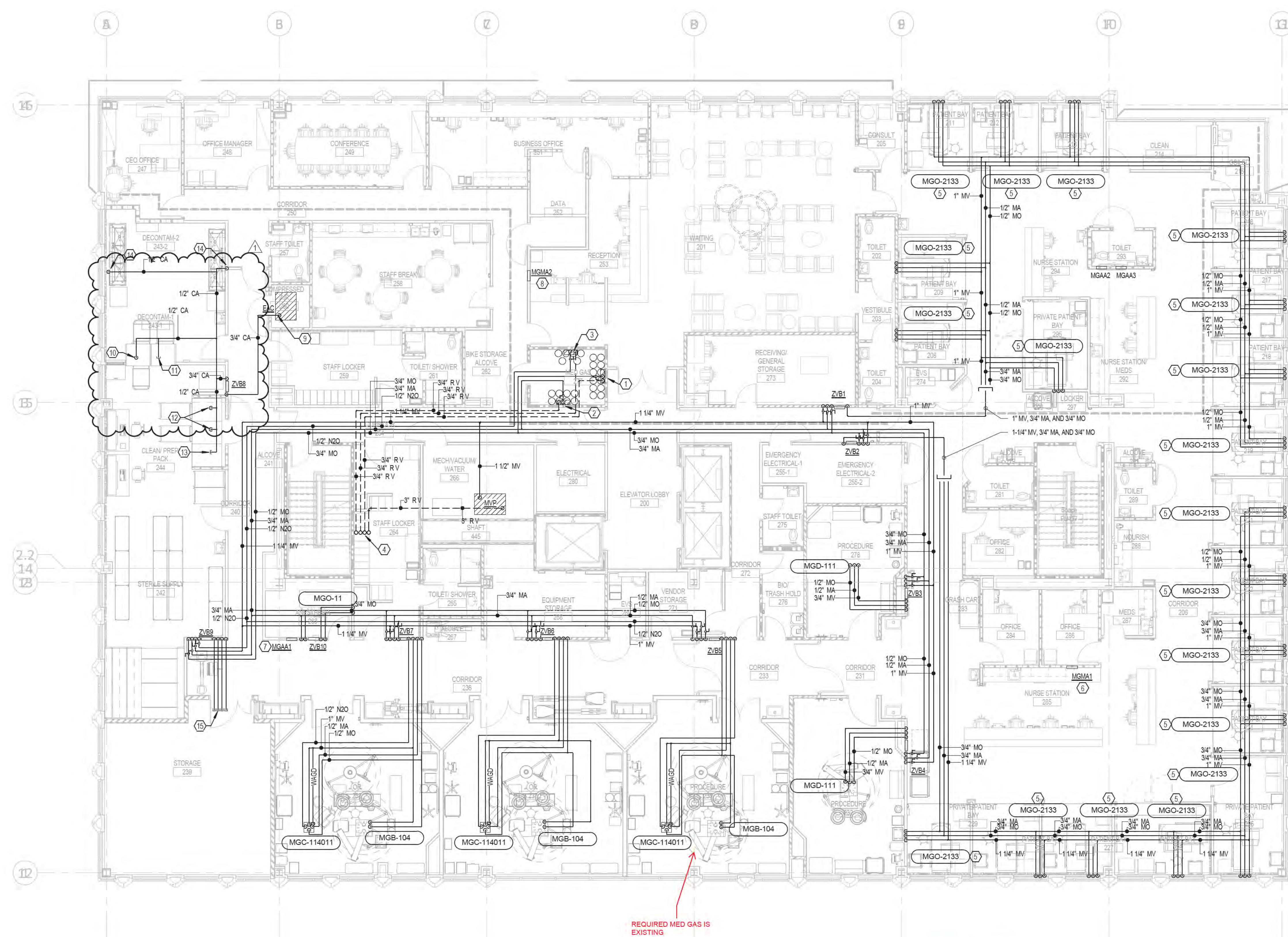
06/03/22

SHEET TITLE

**FLOOR PLAN - LEVEL 2 -
MED GAS**

SHEET NUMBER

P.302



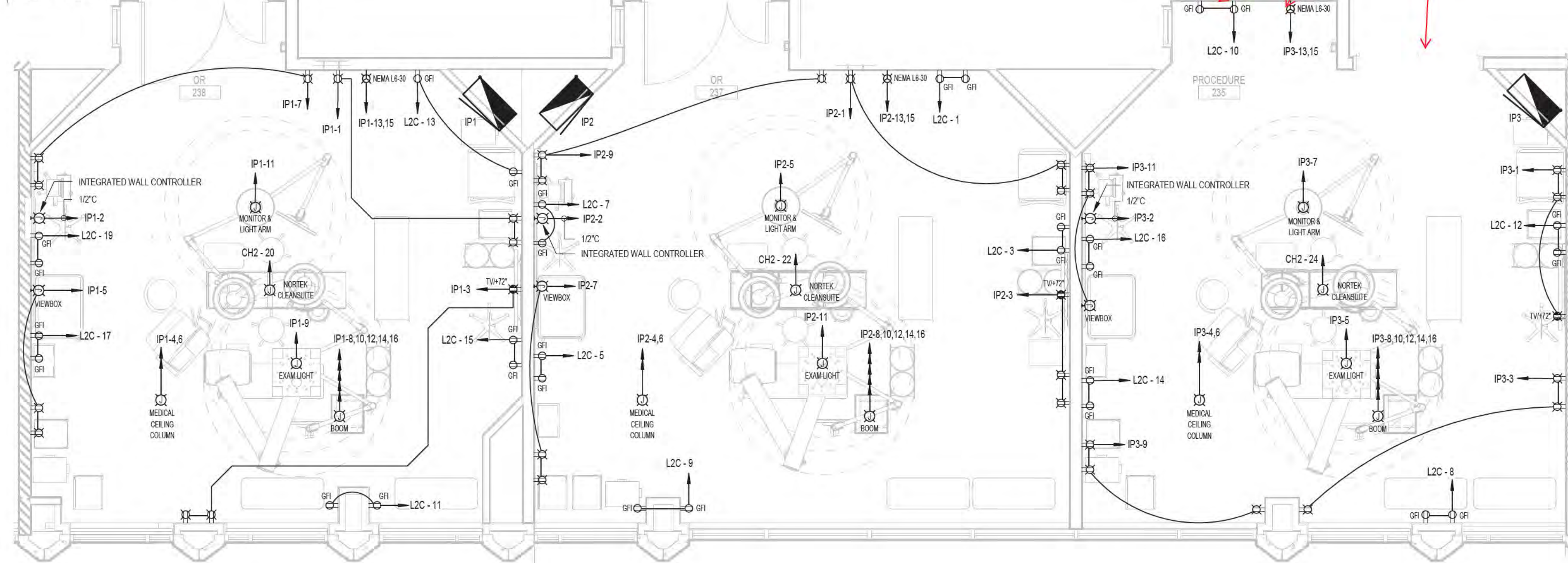
KEYED NOTES:

NOTE: REFERENCE NUMBER INSIDE HEXAGON

- 6X6 MEDICAL OXYGEN MANIFOLD. REFER TO P8.01 FOR DETAIL ROUTE MANIFOLD RELIEF VENT TO ROOF OF BUILDING AS HIGH AS POSSIBLE. TURN DOWN W/50° FLL AND PROVIDE RODENT AND INSECT AT TERMINATION POINT. CONTRACTOR TO FIELD COORDINATE EXACT ROUTING OF MANIFOLD RELIEF VENT THRU BUILDING.
- SAME NOTE AS ABOVE EXCEPT "4X4 MEDICAL AIR MANIFOLD".
- SAME NOTE AS ABOVE EXCEPT "3X3 NITROUS OXIDE MANIFOLD".
- 3" VACUUM EXHAUST & 3/4" MAINFOLD RELIEF UP TO 5TH FLOOR CEILING. RISE UP 18" A.F.F. AND TERMINATE WITH GOOSENECK TURN DOWN. PROVIDE RODENT AND INSECT SCREEN AT TERMINATION POINT. REFER TO P8.01 FOR DETAIL. LOCATE 25' 0" AWAY FROM ANY ROOF TOP UNIT OUTDOOR AIR INTAKES. CONTRACTOR TO FIELD COORDINATE EXACT ROUTING OF MANIFOLD RELIEF VENT THRU BUILDING.
- 1/2" MO, 1/2" MA, AND 1" MV DOWN WALL TO MEDICAL GAS OUTLETS.
- COMBINATION MASTER AND AREA ALARM PANEL TOP OF MGMA TO BE AT 66" A.F.F.
- AREA ALARM PANEL TOP OF MGAA TO BE AT 66" A.F.F.
- MASTER ALARM PANEL TOP OF MGMA TO BE AT 66" A.F.F.
- 3/4" COMPRESSED AIR (CA) FROM AIR COMPRESSOR FURNISHED WITH EQUIPMENT. LOCATED IN MECHANICAL ROOM. PROVIDE UNISTRUT ASSEMBLY AROUND A/C TO MOUNT ELECTRICAL DISCONNECT TO BE LOCATED IN FRONT OF ABOVE A/C FOR ELECTRICAL CLEARANCES. COORDINATE WITH ELECTRICAL CONTRACTOR AND ELECTRICAL DRAWINGS.
- STUB THRU CEILING, 1/2" CA WITH VALVE TO SERVE WASHER/DISINFECTOR. 1/2" CA PIPING WITH SHUT-OFF VALVE, PRESSURE REGULATOR AND PRESSURE GAUGE WITH PRESSURE GAUGE SET AS RECOMMENDED BY STERILIZER MANUFACTURE WITH PRESSURE SET AS RECOMMENDED BY WASHER/DISINFECTOR MANUFACTURE.
- STUB THRU CEILING, VALVE AND CAP 1/2" CA TO SERVE FUTURE WASHER/DISINFECTOR. 1/2" CA PIPING WITH SHUT-OFF VALVE, PRESSURE REGULATOR AND PRESSURE GAUGE WITH PRESSURE GAUGE SET AS RECOMMENDED BY STERILIZER MANUFACTURE WITH PRESSURE SET AS RECOMMENDED BY WASHER/DISINFECTOR MANUFACTURE.
- STUB THRU CEILING, 1/2" CA WITH VALVE TO SERVE ELECTRIC STEAM STERILIZER. 1/2" CA PIPING WITH SHUT-OFF VALVE, PRESSURE REGULATOR AND PRESSURE GAUGE WITH PRESSURE GAUGE SET AS RECOMMENDED BY STERILIZER MANUFACTURE WITH PRESSURE SET AS RECOMMENDED BY WASHER/DISINFECTOR MANUFACTURE.
- STUB THRU CEILING, VALVE AND CAP 1/2" CA TO SERVE FUTURE ELECTRIC STEAM STERILIZER. 1/2" CA PIPING WITH SHUT-OFF VALVE, PRESSURE REGULATOR AND PRESSURE GAUGE WITH PRESSURE GAUGE SET AS RECOMMENDED BY STERILIZER MANUFACTURE WITH PRESSURE SET AS RECOMMENDED BY WASHER/DISINFECTOR MANUFACTURE.
- 1/2" CA WITH VALVE TO SERVE THREE COMPARTMENT SINK. 1/2" CA PIPING WITH SHUT-OFF VALVE, PRESSURE REGULATOR AND PRESSURE GAUGE WITH PRESSURE GAUGE SET AS RECOMMENDED BY SINK MANUFACTURE WITH PRESSURE SET AS RECOMMENDED BY SINK MANUFACTURE. EQUIPMENT CONTRACTOR TO MAKE FINAL CONNECTIONS.
- CAP AND VALVE MED GAS LINE FOR FUTURE OR BUILD OUT.

1 FLOOR PLAN - LEVEL 2 - MED GAS

P.302 1/8" = 1'-0"



1 SECOND FLOOR PLAN - OR 237 OR 238 & PROCEDURE 235

E2.02 E5.02 1/4" = 1'-0"

ATTACHMENT 3

TABLE C – CONSTRUCTION CHARACTERISTICS

TABLE C. CONSTRUCTION CHARACTERISTICS

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

	NEW CONSTRUCTION	RENOVATION
BASE BUILDING CHARACTERISTICS	Check if applicable	
Class of Construction (for renovations the class of the		
Class A		X
Class B		
Class C		
Class D		
Type of Construction/Renovation*		
Low		
Average		
Good		
Excellent		X
Number of Stories		
*As defined by Marshall Valuation Service		
PROJECT SPACE	List Number of Feet, if applicable	
Total Square Footage	Total Square Feet	
Basement		
First Floor		
Second Floor		
Third Floor		400
Fourth Floor		
Average Square Feet		
Perimeter in Linear Feet	Linear Feet	
Basement		
First Floor		
Second Floor		
Third Floor		
Fourth Floor		
Total Linear Feet		
Average Linear Feet		
Wall Height (floor to eaves)	Feet	
Basement		
First Floor		
Second Floor		
Third Floor		7'10" - 9'
Fourth Floor		
Average Wall Height		
OTHER COMPONENTS		
Elevators	List Number	
Passenger		
Freight		
Sprinklers	Square Feet Covered	
Wet System		X
Dry System		
Other	Describe Type	
Type of HVAC System for proposed project	Dedicated rooftop unit	
Type of Exterior Walls for proposed project		

ATTACHMENT 4

TABLE E – PROJECT BUDGET

TABLE E. PROJECT BUDGET

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

NOTE: Inflation should only be included in the Inflation allowance line A.1.e. The value of donated land for the project should be included on Line A.1.d as a use of funds and on line B.8 as a source of funds

	Hospital Building	Other Structure	Total
A. USE OF FUNDS			
1. CAPITAL COSTS			
a. New Construction			
(1) Building		\$0	\$0
(2) Fixed Equipment		\$0	\$0
(3) Site and Infrastructure		\$0	\$0
(4) Architect/Engineering Fees		\$0	\$0
(5) Permits (Building, Utilities, Etc.)		\$0	\$0
SUBTOTAL	\$0	\$0	\$0
b. Renovations			
(1) Building		\$115,217	\$115,217
(2) Fixed Equipment (not included in construction)		\$0	\$0
(3) Architect/Engineering Fees		\$5,831	\$5,831
(4) Permits (Building, Utilities, Etc.)		\$3,894	\$3,894
SUBTOTAL	\$0	\$124,942	\$124,942
c. Other Capital Costs			
(1) Movable Equipment		\$0	\$0
(2) Contingency Allowance		\$23,043	\$23,043
(3) Gross interest during construction period		\$0	\$0
(4) Other (Specify/add rows if needed)		\$0	\$0
SUBTOTAL	\$0	\$23,043	\$23,043
TOTAL CURRENT CAPITAL COSTS	\$0	\$147,985	\$147,985
d. Land Purchase		\$0	\$0
e. Inflation Allowance		\$0	\$0
TOTAL CAPITAL COSTS	\$0	\$147,985	\$147,985
2. Financing Cost and Other Cash Requirements			
a. Loan Placement Fees		\$0	\$0
b. Bond Discount		\$0	\$0
c. CON Application Assistance		\$0	\$0
c1. Legal Fees		\$55,000	\$55,000
c2. Other (Specify/add rows if needed)		\$45,000	\$45,000
d. Non-CON Consulting Fees		\$0	\$0
d1. Legal Fees		\$0	\$0
d2. Other (Specify/add rows if needed) CON Consultant		\$0	\$0
e. Debt Service Reserve Fund		\$0	\$0
f. Other (Specify/add rows if needed)		\$0	\$0
SUBTOTAL	\$0	\$100,000	\$100,000
3. Working Capital Startup Costs			\$0
TOTAL USES OF FUNDS	\$0	\$247,985	\$247,985
B. Sources of Funds			
1. Cash			\$247,985
2. Philanthropy (to date and expected)			\$0
3. Authorized Bonds			\$0
4. Interest Income from bond proceeds listed in #3			\$0
5. Mortgage			\$0
6. Working Capital Loans			\$0
7. Grants or Appropriations			
a. Federal			\$0
b. State			\$0
c. Local			\$0
8. Other (Specify/add rows if needed)			\$0
TOTAL SOURCES OF FUNDS			\$0
	Hospital Building	Other Structure	Total
Annual Lease Costs (if applicable)			
1. Land			\$0
2. Building			\$0
3. Major Movable Equipment			\$0
4. Minor Movable Equipment			\$0
5. Other (Specify/add rows if needed)			\$0

* Describe the terms of the lease(s) below, including information on the fair market value of the item(s), and the number of years, annual cost, and the interest rate for the lease.

ATTACHMENT 5

HARBORSIDE PATIENT BROCHURE
OUT-OF-POCKET CHARGES



HARBORSIDE

SURGERY CENTER

SPECIALTIES

ENT

General Surgery

Orthopedics

Pain Management

Spine

251 National Harbor Blvd.

Suite 200

National Harbor, MD 20745

Phone 240-493-6110

you may have. If you have any unexpected problems, please call your doctor. If he/she does not respond, please go to the nearest emergency room.

Thank you for choosing the Harborside Surgery Center.

Helpful Reminders

Please limit the number of family or friends who come with you. Seating is very limited.

If you are driving more than 30 minutes, put one or two pillows in your car so you can elevate the operative extremity.

Females will need to give a urine sample for a pregnancy test pre-operatively.

If you or your family need the services of a foreign-language or hearing impaired interpreter, please call to arrange for one at no cost to you, prior to the day of surgery.

Billing Information

You will be informed about any coinsurance due for your surgery during your pre-operative call. This amount is due prior to, or on the day of your surgery. Please remember to bring a form of payment with you. We accept cash, checks and major credit cards. The Surgery Center also participates with Care Credit, a health care expense financing company.

After surgery Harborside Surgery Center, will submit your bill to your insurance company. You will receive a separate bill from your doctor, anesthesiologist and/or pathologist.

Please do not hesitate to contact our business office with any concerns or questions regarding your coinsurance obligation and/or payment options.

ATTACHMENT 6

HARBORSIDE SURGERY CENTER POLICY AND PROCEDURE MANUAL

2.14 CHARITY CARE AND FINANCIAL ASSISTANCE

Policy and Procedure Manual	HARBORSIDE SURGERY CENTER
Chapter 2 GOVERNANCE	Effective Date: 4/25/2024 Revised Date:

2.14 Charity Care and Financial Assistance

POLICY:

To provide surgical services on an uncompensated basis or at a reduced charge to uninsured, underinsured, and indigent persons, who meet eligibility criteria. Harborside will establish an annual budget for Charity Care which shall not be less than the percentage committed to the Maryland Health Care Commission.

PROCEDURE:

1. Eligibility Criteria

- a. Persons with family income below 100 percent of the current poverty level who have no health insurance coverage and are not eligible for any public program providing coverage for medical expenses shall be eligible for services at no charge.
- b. 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.
- c. Proof of income and verification of the number of dependents based upon the previous year's tax return must be provided. If this is not available, the last two months paycheck stubs will be accepted. Dependents must meet IRS definition of dependents to qualify as household members.
- d. Proof that medical assistance has been applied for and rejected. If the rejection is for non-compliance with all medical assistance paperwork requirements, reduced fee or charity will not be granted. If medical assistance rejection is based on income, disability, or assets, Harborside will review person's medical financial assistance application and make a final determination of eligibility. Harborside staff will assist all persons to complete the application or identify alternative programs such as Medicaid.

2. Public Notice and Program Information

Public Notices of Harborside's charity care and financial assistance program shall be provided, or posted, in English and Spanish:

- In patient waiting and other common patient areas at the providers' office
- In patient waiting and other common patient areas at the Harborside Surgery Center

Policy and Procedure Manual	HARBORSIDE SURGERY CENTER
Chapter 2 GOVERNANCE	Effective Date: 4/25/2024 Revised Date:

- At provider office and surgery center business office and registration area
- On the Harborside website homepage
- As provided to the Prince George's County Department of Health

3. Information about Harborside's Charity Care and Financial Assistance program shall be made available prior to arrival for surgery.

Patients presenting to the provider's office directly or through referral who inquire or demonstrate need for financial assistance are provided, through the provider or surgical scheduler, prior to arrival for surgery or consultation, with the policy and written information (description and application) about Harborside's Charity Care and Financial Assistance Policy.

4. Program Monitoring

Harborside shall review the Charity Care and Financial Assistance program and monitor services provided as a standard agenda item at quarterly Quality Assurance and Performance Improvement (QAPI) meetings and reported to the governing body, annually. Data for reporting progress in meeting program goals shall be provided through the facility practice management system, which will provide documentation of the charity care results.

5. Two-Step Approval Process

- a. A Harborside provider or designated representative shall provide a written copy of the Harborside Charity Care and Financial Assistance Policy, prepared in English and Spanish, when a patient presents to the providers office directly or through a referral and indicates need for financial assistance.
- b. Harborside surgical coordinator will serve as liaison and will assume, based on the patient's verbal expressed request for financial assistance or verbal indication of no insurance, that the patient is eligible for application for free or low-cost surgery. The surgical scheduler shall ensure the patient receives an application and is provided with assistance with completion and processing of the application. Within two business days following a patient's request for charity care services, application for medical assistance, or both, the hospital or ambulatory surgical facility shall make a determination of probable eligibility and notify the patient of that determination.

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- c. Patient shall provide, with the application, the required documents to support eligibility. Delays in receiving required documents may result in delays in the final determination of eligibility.
- d. Upon receipt of the required eligibility documents, a Harborside representative will submit the patient application and required paperwork to the business office for a final determination and convey this information to the patient by phone, email, or text (as agreed upon with the patient).
- e. If the patient is determined to be ineligible for uncompensated or reduced payment assistance, the patient is provided with information for Medicaid enrollment.

6. Post Approval Process

- a. Present patient information to surgical provider and office scheduler.
- b. Notify all necessary departments, billing department, front desk, surgical scheduler, etc. Inform these departments and personnel of patient financial responsibility, based on eligibility criteria.
- c. The facility's administrator shall contact the center's anesthesia provider and inform them the patient has been approved for Financial Assistance at Harborside and request their participation by providing uncompensated or discounted care for the patient's case.
- d. The facility's administrator shall contact the surgeon and staff and inform them that the patient has been approved for Financial Assistance Program at Harborside and request their participation by providing uncompensated or discounted care for the patient's case.

7. Post Operative Process

- a. The facility's administrator shall email billing and inventory, following the surgical procedure and provide communication and correspondence, including documentation of all supplies used in the surgery.

8. Plan for Achieving Charity Care Goals

Policy and Procedure Manual	HARBORSIDE SURGERY CENTER
Chapter 2 GOVERNANCE	Effective Date: 4/25/2024 Revised Date:

- a. Annually, a representative from Harborside will meet with surgeons, practice leaders, nurse coordinators of practice to reinforce the program, policy, and commitment, provide written materials for dissemination to patients and answer questions about patient enrollment.
- b. Annually, Harborside will publish information about its Charity Care and Financial Assistance Policy, in English and Spanish, on its website, post information and place fliers in provider offices and post within waiting rooms.

ATTACHMENT 7

FINANCIAL ASSISTANCE (MFA) PROGRAM APPLICATION

Financial Assistance (MFA) Program Application

If you need help paying for health care services from Harborside Surgery Center, our Medical Financial Assistance (MFA) program may be able to help you. You may apply by completing and submitting an application, including your household income information.

How the Program Works

- The program offers temporary “awards” to help qualified applicants pay for care based on their financial needs.
- It’s available to Harborside Surgery Center patients.
- If awarded, the program will cover medically necessary surgical services at Harborside Surgery Center for a specified time.
- The award does not apply to health care services provided and billed outside of Harborside Surgery Center.

How to Qualify

Qualifying Criteria:

- Persons with family income below 100 percent of the current poverty level who have no health insurance coverage and are not eligible for any public program providing coverage for medical expenses shall be eligible for services at no charge.
- 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.
- Proof of income and verification of the number of dependents based upon the previous year’s tax return must be provided. If this is not available, the last two months paycheck stubs will be accepted. Dependents must meet IRS definition of dependents to qualify as household members.
- Proof that medical assistance has been applied for and rejected. If the rejection is for non-compliance with all medical assistance paperwork requirements, reduced fee or charity will not be granted. If medical assistance rejection is based on income, disability, or assets, Harborside will review person’s medical financial assistance application and make a final determination of eligibility. Harborside staff will assist all persons to complete the application or identify alternative programs such as Medicaid.

Financial Assistance (MFA) Program Application

Proof-of-income documentation

Income verification is part of determining eligibility for medical financial assistance. Including proof-of-income documentation with your completed application will assist in confirming the accuracy of your income during the review process. The table below lists the optional documents to submit according to your household income source(s).

Household Income Source(s)	Provide Only One of the Following per Income Source
Business/rental income	Recent W-2s, 1099 statement(s) or tax return
Employment income/wages	Recent pay stubs Recent W-2s, 1099 statement(s) or tax return
Received pension/retirement/annuities income	Recent pay stubs Pension/retirement disbursement statement Recent W-2s, 1099 statement(s) or tax return
Self-employed income	Recent pay stubs Recent W-2s, 1099 statement(s) or tax return
Social Security/supplemental security income	Benefit verification letter from Social Security Administration Social Security statement
Unemployment benefits/disability income	Unemployment/disability benefits verification letter Recent W-2s, 1099 statement(s) or tax return
Veteran benefits income	VA benefits verification letter Recent W-2s, 1099 statement(s) or tax return
Government assistance (e.g., Medicaid, TANF, SNAP, WIC, or low-income housing)	Approval of eligibility letter
Interest or dividends income	Recent tax return
Spousal/child support payments received	A letter showing monthly gross income received for child support or alimony
No household income	Written attestation/explanation

What to expect after you apply

After we review your completed application, we'll let you know one of the following outcomes within two (2) days of receipt:

- If your application is approved, you'll receive a letter notifying you of your financial award.
- If your application is incomplete, you'll receive a letter explaining the information needed to process your application. You can either mail or in-person drop off the requested information; this could include proof of income or copies of your out-of-pocket expenses.
- If your application is denied, you'll receive a letter notifying you why it was denied.

Financial Assistance (MFA) Program Application

Section 1: Patient Information			
NAME		MEDICAL RECORD NUMBER (OPTIONAL)	
DATE OF BIRTH	SOCIAL SECURITY NUMBER (OPTIONAL) <input type="checkbox"/> I do not have a Social Security Number		
MAILING ADDRESS (STREET)			
CITY	STATE	ZIP CODE	
Is patient currently unhoused? <input type="checkbox"/> Yes <input type="checkbox"/> No		PRIMARY PHONE NUMBER	<input type="checkbox"/> Home <input type="checkbox"/> Mobile <input type="checkbox"/> Other <input type="checkbox"/> Work

Is the patient enrolled in a state-based assistance program such as Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Women, Infants & Children (WIC), low-income housing, or Medicaid? ☐ Yes ☐ No

Section 2: Household Information	
Household size: Number of household members (including you) who live in your home. May include a spouse or qualified domestic partner, children, a non-parent caretaker, relative, etc.	
Household income (monthly): Total gross income (income before taxes and deductions) for all household members over 18 years of age. Check ALL income types that apply: <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Business/rental income. </div> <div style="width: 50%;"> <input type="checkbox"/> Social Security/supplemental security </div> <div style="width: 50%;"> <input type="checkbox"/> Employment income/wages. </div> <div style="width: 50%;"> <input type="checkbox"/> Unemployment benefits/disability income </div> <div style="width: 50%;"> <input type="checkbox"/> Veterans' benefits income. </div> <div style="width: 50%;"> <input type="checkbox"/> Spousal/child support payments received </div> <div style="width: 50%;"> <input type="checkbox"/> Interest or dividends income </div> <div style="width: 50%;"> <input type="checkbox"/> Received pension/retirement/annuities </div> <div style="width: 50%;"> <input type="checkbox"/> Self-employed income. </div> </div> <input type="checkbox"/> No one in my household is earning or has received income in the last 2 months <p>If the annual gross income for all household members is zero, check the attestation box above. Below, provide a written explanation as to how the adult family members in the household support yourselves without income, i.e., food, shelter, utilities, and other necessities.</p>	<div style="border-top: 1px solid black; width: 100%;"></div> <div style="text-align: right; margin-top: -10px;">\$</div>

Financial Assistance (MFA) Program
Application

Health care costs: Total out-of-pocket expenses you had over a 12-month period for emergency, or medically necessary services provided by any other health care provider. May include copays, deposits, coinsurance, or deductible payments for eligible medical, pharmacy, or dental services.	\$
--	----

I hereby declare that all information set forth above in this application is true, accurate, and complete in all respects. I also acknowledge and agree that I am liable to Harborside Surgery Center owing for medical goods and services that are not eligible under the program (the "Remaining Amounts").

By submitting this application, I provide Harborside Surgery Center permission to request information from consumer credit reporting agencies and other third-party information sources to verify any information provided in this application that is deemed necessary.

SIGNATURE	DATE
-----------	------

ATTACHMENT 8

NOTICE OF CHARITY

AND

FINANCIAL ASSISTANCE PROGRAM

NOTICE OF CHARITY CARE AND FINANCIAL ASSISTANCE PROGRAM

Harborside Surgery Center has a Financial Assistance Program created to provide surgical services free or at a reduced-cost care to uninsured, underinsured, and persons who meet eligibility criteria.

General Eligibility Criteria

- Persons with family income below 100 percent of the current poverty level 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.
- 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.
- Proof of income and verification of the number of dependents based upon the previous year's tax return must be provided. If this is not available, the last two months paycheck stubs will be accepted. Dependents must meet IRS definition of dependents to qualify as household members.



To learn more about our financial assistance program or obtain a copy of our policy, ask your provider or one of our surgical coordinators.

Additional information is available by

Calling 240-493-6110

OR

www.harborsidesurgcenter.com

ATTACHMENT 9

MARYLAND DOH LICENSE



**STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
OFFICE OF HEALTH CARE QUALITY**

7120 SAMUEL MORSE DRIVE
SECOND FLOOR
COLUMBIA, MD 21046

License No.: A1535

Issued to: Surgcenter at National Harbor, LLC
D/b/a: Harborside Surgery Center, LLC
251 National Harbor Blvd, Suite 200
Oxon Hill, MD 20745-1580

Type of Facility or Community Program:
FREESTANDING AMBULATORY SURGICAL FACILITY

Date Issued: February 17, 2023

SPECIALTIES: General, Orthopedic, Otolaryngology and Pain Management

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 Toncks May, MD
Executive Director

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

ATTACHMENT 10

MARYLAND DOH NOTICE OF COMPLIANCE
WITH EMERGENCY PREPAREDNESS
AND
LIFE SAFETY CODE REQUIREMENTS



Wes Moore, Governor · Aruna Miller, Lt. Governor · Laura Herrera Scott, M.D., M.P.H., Secretary

Office of Health Care Quality
7120 Samuel Morse Drive, 2nd Floor
Federal Programs Unit
Columbia, MD 21046

July 28, 2023

Sandra Gateau, RN Administrator
Harborside Surgery Center
251 National Harbor Blvd., Suite 200
National Harbor, MD 20745

**RE: NOTICE OF COMPLIANCE WITH EMERGENCY PREPAREDNESS
AND LIFE SAFETY CODE REQUIREMENTS**

Dear Sandra Gateau:

On July 26, 2023, a federal recertification survey was conducted at your facility by the Office of Health Care Quality to determine if your facility was in compliance with the Emergency Preparedness and Life Safety Code requirements of Conditions for Coverage for Ambulatory Surgical Centers.

This survey found that your facility is in compliance with the above-mentioned requirements.

If you have any questions, please call me at (410) 402-8041.

Sincerely,

Oksana Likhova

Oksana Likhova, CPHQ
Program Manager Federal Programs
Office of Health Care Quality

cc: File

ATTACHMENT 11

AAAHC ACCREDITATION NOTIFICATION



ACCREDITATION ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

ACCREDITATION NOTIFICATION

March 30, 2023

Organization #	99858		
Organization Name	Surgcenter at National Harbor, LLC dba Harborside Surgery Center		
Address	125 Potomac Passage, Suite 200		
City State Zip	National Harbor	MD	20745-1580
Decision Recipient	Mrs. Sandra Gateau, RN		
Survey Date	3/15/2023-3/16/2023	Type of Survey	Re-Accreditation
Accreditation Type	Full Accreditation		
Accreditation Term Begins	3/26/2023	Accreditation Term Expires	3/25/2026
Accreditation Renewal Code		93297F5499858	

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

- 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.
- 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.
- 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.
- 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

Organization # 99858

Organization: Surgcenter at National Harbor, LLC dba Harborside Surgery Center

March 30, 2023

Page 2

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@aaaahc.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.

ATTACHMENT 12

ASC DATA FORM

ASC Data Form

Page 1 of 3
Exported 5/13/2024 9:56 AM

HARBORSIDE SURGERY CENTER LLC

National Provider Identification: 1912267592

Submission Period: 01/01/2024 - 05/15/2024

With Respect to Reporting Period: 01/01/2023 - 12/31/2023

Last Updated: 5/13/2024 9:56 AM

ASC



All Measures Successfully Submitted!

Measure	Submission Status	Last Updated
ASC-1	Submitted	5/13/2024 9:53 AM
ASC-2	Submitted	5/13/2024 9:54 AM
ASC-3	Submitted	5/13/2024 9:53 AM
ASC-4	Submitted	5/13/2024 9:54 AM
ASC-9	Submitted	5/13/2024 9:54 AM
ASC-11 (Voluntary)	Submitted	5/13/2024 9:54 AM
ASC-13	Submitted	5/13/2024 9:56 AM
ASC-14	Submitted	5/13/2024 9:54 AM

ASC-1

ASC admissions experiencing a burn prior to discharge

0

All ASC admissions

0

ASC-2

ASC admissions experiencing a fall within the confines of the ASC

0

All ASC admissions

ASC Data Form

Page 2 of 3
Exported 5/13/2024 9:56 AM

0

ASC-3

All ASC admissions experiencing a wrong site, wrong side, wrong patient, wrong procedure, or wrong implant

0

All ASC admissions

0

ASC-4

ASC admissions requiring a hospital transfer or hospital admission upon discharge from the ASC

0

All ASC admissions

0

ASC-9

Patients who had a recommended follow-up interval of at least 10 years for repeat colonoscopy documented in their colonoscopy report.

0

All patients aged 50 to 75 years of age receiving screening colonoscopy without biopsy or polypectomy.

0

What was your facility's Total Population?

What was your facility's sample size?

What was your facility's sampling frequency?

N/A

ASC-11

ASC Data Form

Page 3 of 3
Exported 5/13/2024 9:56 AM

Patients 18 years and older who had improvement in visual function achieved within 90 days following cataract surgery, based on completing both a pre-operative and post-operative visual function instrument.

0

All patients aged 18 years and older who had cataract surgery and completed both a pre-operative and post-operative visual function survey.

0

What was your facility's Total Population?

What was your facility's sample size?

What was your facility's sampling frequency?

N/A

ASC-13

Surgery patients with a body temperature equal to or greater than 96.8 Fahrenheit/36 Celsius recorded within fifteen minutes of Arrival in PACU.

0

All patients, regardless of age, undergoing surgical procedures under general or neuraxial anesthesia of greater than or equal to 60 minutes duration.

2089

What was your facility's Total Population?

3041

What was your facility's sample size?

800

What was your facility's sampling frequency?

Quarterly

ASC-14

All cataract surgery patients who had an unplanned anterior vitrectomy.

0

All cataract surgery patients.

0

ATTACHMENT 13

POLICY: TRANSFER FROM THE SURGERY CENTER TO ACUTE CARE HOSPITAL

HARBORSIDE SURGERY CENTER

POLICY: 10.09 Transfer from the Surgery
Center to Acute Care Hospital

Effective Date: 7/10/12

SECTION: Provision of Care, Treatment, and Services (PC)

Revised Date: 1/24/23

PURPOSE

To provide continuity of care in circumstances where hospitalization is indicated to evaluate, stabilize or treat emergencies or unplanned outcomes.

POLICY

Physicians and staff will identify patients whose outcomes require acute care. Patients will be transferred to the hospital via ambulance while providing detailed information/report to the transfer facility. All transfers to an acute facility will transfer to the Center's contracted transfer hospital.

PROCEDURE:

1. Surgeon or Anesthesiologist
 - A. The surgeon or anesthesiologist must make appropriate arrangements for the patient to be admitted to the hospital or transfer facility and communicate admission orders and reason for transfer.
 - I. The surgeon or anesthesiologist will write the following orders:
 - a. Patient to be transferred via ambulance to the center's contracted transfer hospital.
 - b. Patient to be discharged from the Surgery Center.
 - c. Specify emergency equipment, medications or personnel needed for the transport/transfer.
 - II. The surgeon or anesthesiologist will call report to the accepting facility's attending physician.
 2. The surgeon or anesthesiologist is responsible for notifying the patient's next of kin/family of the transfer.
2. RN or designee
 - A. The charge RN must notify the Administrator of the transfer.
 - B. To ensure continuity of care, summaries of the patient's records are transferred to the health care professional at the hospital. Initiate transfer of patient to the center's contracted transfer hospital packet located at the nurse's station in the transfer binder.
 - C. The RN will prepare the patient for transfer and arrange for needed equipment, x-rays, etc. to be forwarded with the patient.
 - D. The RN/designee will make transportation arrangements.
 - E. The RN will make copies of the patient record as directed.
 - F. The RN or designee will complete the Transfer Record and will call report to Emergency Department Charge Nurse at the receiving facility.
3. Anesthesiologist
 - A. The anesthesiologist may accompany the transferring patient via ambulance to the ER when appropriate.
 - B. The Anesthesiologist/Surgeon will determine whether the patient is unstable and therefore should be accompanied by the Anesthesiologist to the ER at the hospital.

4. Transportation
 - A. Call 911 for transportation to the transfer hospital.
 - B. Notify 911 dispatcher if this is an emergency transport or non-emergency transport as indicated.
 - C. Designate front desk staff to direct the ambulance/paramedics crew when they arrive to Surgery Center.
 - D. Notify patient/family members in waiting area of emergent situation in order to maintain calm environment.

Patient Transfer Checklist

- 1) Alert the Charge RN
- 2) Arrange for a bed or if patient to go to ER, call report to the ER Charge Nurse at the receiving hospital.
 - I. Be ready to provide the following information:
 - a. Name of facility-Harborside Surgery Center
 - b. Location of facility-251 National Harbor Blvd. Suite 200, Oxon, Hill, MD 20745
 - c. Request-We request transportation of patient from Harborside Surgery Center to Mt. Vernon Hospital (Mount Vernon ER 703-664-7112)
 - d. Identify yourself and provide telephone number
 - e. Provide patient's information and reason for transfer
- 3) Anesthesiologist or surgeon to call report directly to the admitting ER physician.
- 4) Gather order, forms & signatures
 - I. Written order for transfer by admitting physician on Harborside Physician's Order Sheet.
 - II. Patient to be transferred via ambulance to (facility name)
 - I. For emergency equipment, medications or personnel needed for transfer
- 5) Prepare the patient for transfer
 - I. Complete the patient's chart
 - II. Complete the "Harborside Surgery Center Transfer Form". Place original copy in the patient's medical record and send the other with the patient.
 - III. Photocopy and send the following with patient:
 - a. Patient Registration (demographics)
 - b. History & Physical
 - c. Anesthesia record
 - d. Medication record
 - e. Progress notes/Nurse's flowsheets
 - f. Operative report
 - g. PACU report
 - h. Laboratory report, EKG
 - i. Insurance Information
 - j. Authorization and disclosure form
 - k. The Surgery Center Transfer Report
 - l. Any applicable discharge instructions and prescriptions
- 6) Review the Patient Transfer Checklist and place original copy in the patient's medical records.

- 7) Provide the transfer documentation to the patient safety officer to transcribe information of transfer into the Transfer Log.
- 8) Prepare patient and family for transfer (physician must be involved).
 - I. Gather all patient's clothing and personal items, put it in the patient's belonging bag and label with name
 - a. Specify on the transfer form if it belongings/valuables were sent with patient or given to responsible adult.
 - b. Notify patient's immediate family/emergency contact, if not present.
- 9) Transportation
 - I. Call 911 for transport (indicate non-emergent when indicated)
 - II. Notify our front desk, they will direct the ambulance/paramedics crew when they arrive to Surgery Center.
 - III. Notify patients/family members in the waiting area of emergent situation in order to maintain a calm environment.

In all cases of transfer, the receiving hospital or other facility shall be requested to send a copy of the patient's discharge summary to the center for filing in the patient's chart. Preop/PACU RN and Patient Safety Officer will ensure this document is received.

ATTACHMENT 14

PATIENT TRANSFER AGREEMENT

PATIENT TRANSFER AGREEMENT

THIS PATIENT TRANSFER AGREEMENT (this "Agreement") is made and entered into as of June 1, 2016 (the "Effective Date"), by and between Harborside Surgery Center, LLC ("Transferring Facility"), and Inova Health Care Services, a Virginia non-stock, nonprofit corporation ("Inova"), for its unincorporated division, Inova Mount Vernon Hospital ("Receiving Facility"). Inova and Transferring Facility are each referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Receiving Facility is a not-for-profit hospital providing a wide array of health care services;

WHEREAS, Transferring Facility is required by federal or state regulations to secure support services for its patients;

WHEREAS, Transferring Facility may wish to transfer patients to Receiving Facility for the purpose of receiving services not available at Transferring Facility; and

WHEREAS, the Parties wish to enter into this Agreement for the transfer of patients from the Transferring Facility to Receiving Facility in order to ensure the quality and continuity of patient care;

NOW, THEREFORE, the Parties, in consideration of the mutual covenants and promises contained herein, hereby agree as follows:

1.0 Obligations of Transferring Facility:

1.1 During the term of this Agreement, Transferring Facility shall maintain its license and any and all certifications necessary for its operation pursuant to applicable laws and regulations, including the requirements of The Joint Commission.

1.2 Transferring Facility shall comply fully with all requirements of EMTALA, 42 U.S.C.A. § 1395dd.

1.3 Prior to transferring a patient, Transferring Facility shall determine that the patient is sufficiently stabilized for transfer to Receiving Facility. Specifically, Transferring Facility shall determine that within reasonable medical probability, no material deterioration of the patient's condition is likely to result from or occur during the patient's transfer to Receiving Facility.

1.4 Prior to transferring a patient, Transferring Facility shall obtain consent to transfer a patient from the patient or from an authorized representative of the patient. In emergency situations, a transfer may be requested when a patient cannot give valid consent and the person capable of giving substitute consent is not readily available. In such emergency situations, a physician or other authorized representative of Transferring Facility shall document Transferring Facility's efforts to obtain substitute consent on behalf of the patient. Transferring Facility shall also ensure, prior to transfer, that the attending physician at Transferring Facility has spoken to and obtained agreement from a receiving physician at Receiving Facility.

1.5 Transferring Facility shall provide sufficient notice of its desire for Receiving Facility to accept such patient and obtain acceptance by a physician at Receiving Facility of the transfer. The Facility shall coordinate these efforts through the designated Receiving Facility department.

1.6 In the event of a transfer, the patient's physician shall determine the safest and most appropriate means of transportation and assume medical care for the patient during transfer. Transferring Facility shall then initiate the transfer, and as ordered by the patient's attending physician, arrange for safe and appropriate transportation. The patient or Transferring Facility shall be responsible for all costs associated with the transfer.

1.7 Transferring Facility shall provide Receiving Facility with information reasonably available to Transferring Facility to facilitate Receiving Facility's efforts to bill and collect for services rendered to patients transferred pursuant to this Agreement. To the extent consistent with EMTALA, Transferring Facility shall comply with third-party precertification requirements and provide appropriate third-party billing data so that Receiving Facility may bill the correct payor. To the extent consistent with EMTALA, prior to transfer, the patient or his/her financial guarantor must acknowledge the obligation to pay for treatment at Receiving Facility, except in instances of emergency situations.

1.8 Transferring Facility shall send to Receiving Facility with the patient, all necessary and appropriate information and medical records concerning a transferred patient. Clinical information forwarded with the transferred patient shall ordinarily include a discharge summary, physicians' orders and notes, nursing notes, x-rays, results of laboratory work, and any other information necessary to promote uninterrupted treatment.

2.0 Obligations of Receiving Facility:

2.1 During the term of this Agreement, Receiving Facility shall maintain its license and any and all certifications necessary for its operation pursuant to applicable laws and regulations, including the requirements of The Joint Commission.

2.2 Receiving Facility agrees to accept patients from Transferring Facility when: (1) the provisions of Section 1.0 have been complied with by Transferring Facility; (2) Receiving Facility's admission requirements, including, but not limited to, medical necessity or acceptability by an attending physician for the appropriate service, have been met; (3) Receiving Facility has the bed capacity and appropriate medical resources and personnel to care adequately for the patient; and (4) financial responsibility for patient care at Receiving Facility has been determined to be in accordance with Receiving Facility's general admissions policies and procedures, except in instances of emergency situations.

Nothing in this Agreement shall be construed to require Receiving Facility to give priority of admission to patients being transferred from Transferring Facility

2.3 A transferred patient shall be under the control and care of Receiving Facility after the patient arrives at Receiving Facility, unless the transfer is affected by a mode of transportation operated by Receiving Facility.

3.0 Back Transfer

Transferring Facility agrees that a transferred patient who no longer requires specialized medical services at Receiving Facility shall, when medically appropriate, be accepted for return by Transferring Facility. Transferring Facility shall not unreasonably withhold consent for return transfer of patient.

4.0 Physician Referral.

In the event the patient's own physician does not have staff privileges at Receiving Facility, Receiving Facility agrees to assist the physician in making an appropriate referral of the patient to an appropriate member of Receiving Facility's medical staff.

5.0 Patient's Personal Property.

In the event of a transfer from Transferring Facility to Receiving Facility, the patient's personal possessions shall not accompany the patient. These possessions shall be kept at Transferring Facility unless advised otherwise by the patient or the family, and Transferring Facility shall be responsible for their safekeeping.

6.0 Professional Billing and Collection.

Charge for services performed by either Party or by medical staff members at either Party's facility for patients transferred pursuant to this Agreement shall be billable directly to the patient or other responsible third party payor by the provider of such services. Neither Party shall have any financial liability to the other for such services, except to the extent Receiving Facility incurs additional costs as a result of Transferring Facility's violation of Section 3.0 of this Agreement. Transferring Facility and Receiving Facility shall coordinate as necessary to ensure that billing of third party or government payors pursuant to this Agreement is consistent with all applicable legal requirements.

7.0 Insurance

7.1 Each Party shall maintain for itself, at its own expense, comprehensive general liability insurance with minimum coverage limits of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate.

7.2 Each Party agrees to maintain for itself and its employed staff, at its own expense, professional liability insurance with at least the following minimum limits: (a) a per claim limit of not less than the then current cap on damages in a medical malpractice suit, as set forth in Virginia Code § 8.01-581.15; and (b) an annual aggregate limit equal to three (3) times the amount of the required per claim limit set forth in item (a), above.

7.3 Upon request, each Party shall promptly provide the other's administrator certificates from the insurance company or companies evidencing this coverage agreed upon above. Each Party shall also provide, at its own expense, extended reporting coverage upon termination/expiration of the

above policies extending to all periods of the term; this obligation for extended reporting coverage shall survive termination or expiration of this Agreement.

8.0 Independent Contractor.

Transferring Facility, its employees and agents, shall at all times, be independent contractors and not employees or agents of Inova, and shall not hold itself/themselves out as employees or agents of Inova. Inova, its employees and agents, shall at all times, be independent contractors and not employees or agents of Transferring Facility, and shall not hold itself/themselves out as employees or agents of Transferring Facility. Neither Party shall withhold on behalf of the employees of the other, any sums for income tax, unemployment insurance, social security or any other withholding or benefit pursuant to any law or requirement of any governmental body. Nothing in this Agreement is intended nor shall be construed to create any employer/employee relationship, a joint venture relationship, or to allow the Parties to exercise control over one another or the manner in which their employees or agents perform the services which are the subject of this Agreement.

9.0 Indemnification.

9.1 Inova will indemnify and hold Transferring Facility, Transferring Facility's trustees, directors, officers, employees, and agents harmless from any and all damages, claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorney's fees), regardless of the outcome of such claims or actions, arising from any negligent or wrongful act or omission of Inova relating to the performance of Inova's duties hereunder. Upon notice from Transferring Facility, Inova will resist and defend at Inova's own expense, with legal counsel reasonably satisfactory to Transferring Facility, any such claims or actions.

9.2 Transferring Facility will indemnify and hold Inova, Inova's trustees, officers, employees, and agents harmless from any and all damages, claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorney's fees), regardless of the outcome of such claims or actions, arising out of or relating in any way to any negligent or wrongful act or omission of Transferring Facility relating to the performance of Transferring Facility's duties hereunder. Upon notice from Inova, Transferring Facility will resist and defend at Transferring Facility's own expense, with legal counsel reasonably satisfactory to Inova, any such claims or actions.

9.3 The obligation of the indemnifying party hereunder shall apply only if the indemnified party provides prompt notification upon receipt of notice of any claim or suit, permit the indemnifying party and its attorneys and personnel to handle and control the defense of such claims or suits, including pretrial, trial or settlement, and the indemnified party fully cooperates and assists in such defense. The indemnified party further agrees that if it settles or compromises any such claim or suit without the prior written consent of the indemnifying party, the indemnified party forfeits its right of indemnification. This Indemnification Section shall survive termination or expiration of this Agreement.

10.0 Judgment of Attending Physician/Consent of Patient.

This Agreement is not intended to influence the free choice of the patient in his or her ability to select facilities or services, nor is it intended to influence the independent judgment of the medical staff of either Transferring Facility or Receiving Facility.

11.0 Non-Exclusive Agreement.

The Parties agree that this Agreement is not exclusive and that both Parties are free to enter into similar agreements with other institutions. The Parties further agree that neither Party is obligated to transfer a patient to the other Party.

12.0 No Assumption of Liability of the Other Party.

Each of the Parties shall be responsible for its own acts and omissions in the performance of its duties hereunder. Neither Party by virtue of this Agreement assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other Party to this Agreement.

13.0 Access to Records.

Until the expiration of four (4) years after the furnishing of services under this Agreement, each Party shall make available to the Secretary of Health and Human Services, the U.S. Comptroller General, or any of their duly authorized representatives, upon written request, this Agreement and such of its respective books, documents and records as are necessary to verify the nature and extent of the costs incurred by it with respect to such services for which payment may be made under Title XVIII or XIX of the United States Social Security Act.

If a Party carries out any of the duties of this Agreement through a subcontract, with a value or cost of \$10,000 or more over 12 months with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the Department of Health and Human Services or the Comptroller General of the United States, or any their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to such subcontract.

14.0 Assignment; Successors and Assigns.

Transferring Facility may not assign its rights and obligations under this Agreement without the prior written consent of Inova. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors in interest and permitted assigns.

15.0 Term and Termination.

15.1 The term of this Agreement shall be for a period of one (1) year from the Effective Date (the "Initial Term"), unless terminated earlier as provided below. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (together with the Initial Term, the "Term") unless terminated earlier as provided below.

15.2 This Agreement may be terminated upon the mutual consent of the Parties at any time.

15.3 Either Party may terminate this Agreement at any time with or without cause upon thirty (30) days written notice to the other Party.

15.4 This Agreement will terminate automatically without notice if at any time either Party is sanctioned or excluded by any government health program, including, but not limited to, the Medicare or Medicaid program, or if the other's accreditation is revoked by the state or an accrediting body. The Party, whom is sanctioned or excluded by a governmental health program or whose license, certificate, or accreditation is revoked, must immediately provide written notice of such action to the other Party.

16.0 Notice.

Notice for purposes of this Agreement shall be deemed duly given when, in writing, personally delivered and receipt signed or when delivered by the United States mail, certified, postage prepaid, addressed to the Party to whom the notice is being given and receipt signed. Notice for the purpose of this Agreement shall be sent to the following persons:

If to Inova:

Inova Mount Vernon Hospital
2501 Parker's Lane
Alexandria, Virginia 22306
Attn: Chief Executive Officer

With a copy to:

Inova
8110 Gatehouse Road, Suite 200 East
Falls Church, Virginia 22042
Attn: General Counsel

If to Transferring Facility:

Harborside Surgery Center
125 Potomac Passage, Suite 200
National Harbor, Maryland 20745
Attn: Business Office Manager

17.0 Entire Agreement.

This Agreement supersedes all earlier agreements between the Parties and contains the final and entire Agreement between the Parties with respect to the subject matter hereof and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained, unless contained in a written executed amendment of this Agreement signed by all Parties.

18.0 Severability.

Should any provision(s) of this Agreement be invalid, unlawful, or unenforceable, this shall not affect the validity of any other provision(s) of this Agreement to the Agreement as a whole.

19.0 Governing Law.

This Agreement shall be construed and enforced under the laws of the Commonwealth of Virginia (excluding her choice of law provisions), and it shall be construed in a manner so as to conform with all federal, state, and local laws and regulations.

20.0 Compliance with Applicable Laws.

20.1 The Parties agree to comply with applicable laws, regulations, rulings, and standards and amendments thereto, of all entities that regulate, license, govern and/or accredit the Parties, including, but not limited to, federal, state and local governmental entities, and The Joint Commission.

20.2 In the event there are changes to or clarifications of federal, state, or local statutes, regulations or rules that may materially affect the operations of Receiving Facility, including, but not limited to, third-party reimbursement or the tax-exempt status of Inova, the Parties agree to examine this Agreement and to renegotiate any applicable provisions to accommodate the changes in the law.

21.0 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

22.0 Headings.

Headings used in this Agreement are solely for the convenience of the Parties and shall be given no effect in the construction or interpretation of this Agreement.

23.0 Waiver.

No waiver of any breach of this Agreement shall constitute or be deemed a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative to every other remedy provided hereby or at law.

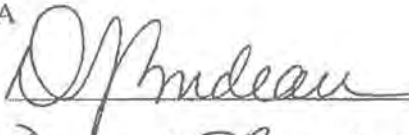
24.0 No Third Party Beneficiaries.

This Agreement is not intended to and shall not confer upon any other person or business entity, other than the Parties hereto, any rights or remedies with respect to the subject matter of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

INOVA

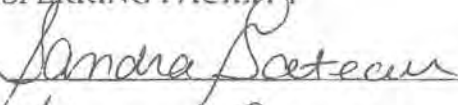
By: 

Name: Donald J. Brideau

Title: COO, CMO, IMVH

Date: May 18, 2016

TRANSFERRING FACILITY

By: 

Name: Sandra Gateau

Title: Nurse Administrator

Date: May 20, 2016

ATTACHMENT 15

SERVICE AREA ZIP CODES

SERVICE AREA ZIP CODES

ZIP Codes	Case Count	Pct Total	Cum Pct	State	County	City
22314	86	2.82%	2.82%	VA	Alexandria City	Alexandria
22302	47	1.54%	4.36%	VA	Alexandria City	Alexandria
22301	46	1.51%	5.87%	VA	Alexandria City	Alexandria
22311	20	0.66%	6.52%	VA	Alexandria City	Alexandria
21401	7	0.23%	6.75%	MD	Anne Arundel	Annapolis
22207	55	1.80%	8.56%	VA	Arlington	Arlington
22204	52	1.70%	10.26%	VA	Arlington	Arlington
22201	38	1.25%	11.51%	VA	Arlington	Arlington
22206	38	1.25%	12.75%	VA	Arlington	Arlington
22202	26	0.85%	13.61%	VA	Arlington	Arlington
22205	25	0.82%	14.43%	VA	Arlington	Arlington
22203	19	0.62%	15.05%	VA	Arlington	Arlington
22209	8	0.26%	15.31%	VA	Arlington	Arlington
22213	8	0.26%	15.57%	VA	Arlington	Arlington
20639	6	0.20%	15.77%	MD	Calvert	Huntington
20732	6	0.20%	15.97%	MD	Calvert	Chesapeake Beach
20754	6	0.20%	16.16%	MD	Calvert	Dunkirk
20646	21	0.69%	16.85%	MD	Charles	La Plata
20603	18	0.59%	17.44%	MD	Charles	Waldorf
20695	18	0.59%	18.03%	MD	Charles	White Plains
20601	12	0.39%	18.43%	MD	Charles	Waldorf
20602	6	0.20%	18.62%	MD	Charles	Waldorf
20637	6	0.20%	18.82%	MD	Charles	Hughesville
20616	5	0.16%	18.98%	MD	Charles	Bryans Road
22601	6	0.20%	19.18%	VA	City of Winchester	Winchester
20003	15	0.49%	19.67%	DC	District of Columbia	Washington
20002	14	0.46%	20.13%	DC	District of Columbia	Washington
20019	8	0.26%	20.39%	DC	District of Columbia	Washington
20032	8	0.26%	20.66%	DC	District of Columbia	Washington
20020	7	0.23%	20.89%	DC	District of Columbia	Washington
20016	6	0.20%	21.08%	DC	District of Columbia	Washington
20009	5	0.16%	21.25%	DC	District of Columbia	Washington
20015	5	0.16%	21.41%	DC	District of Columbia	Washington
22308	109	3.57%	24.98%	VA	Fairfax	Alexandria
22309	76	2.49%	27.48%	VA	Fairfax	Alexandria
22079	70	2.30%	29.77%	VA	Fairfax	Lorton
22304	65	2.13%	31.90%	VA	Fairfax	Alexandria
22310	65	2.13%	34.03%	VA	Fairfax	Alexandria
22315	64	2.10%	36.13%	VA	Fairfax	Alexandria
22015	63	2.07%	38.20%	VA	Fairfax	Burke
22153	57	1.87%	40.07%	VA	Fairfax	Springfield
22003	55	1.80%	41.87%	VA	Fairfax	Springfield
22306	54	1.77%	43.64%	VA	Fairfax	Alexandria
22307	48	1.57%	45.21%	VA	Fairfax	Alexandria
22039	42	1.38%	46.59%	VA	Fairfax	Fairfax Station
22032	39	1.28%	47.87%	VA	Fairfax	Fairfax
22191	38	1.25%	49.11%	VA	Fairfax	Reston
22152	35	1.15%	50.26%	VA	Fairfax	Springfield

SERVICE AREA ZIP CODES

ZIP Codes	Case Count	Pct Total	Cum Pct	State	County	City
22101	34	1.11%	51.38%	VA	Fairfax	McLean
22312	26	0.85%	52.23%	VA	Fairfax	Alexandria
22150	24	0.79%	53.02%	VA	Fairfax	Springfield
22030	23	0.75%	53.77%	VA	Fairfax	Fairfax
22031	23	0.75%	54.52%	VA	Fairfax	Fairfax
22042	23	0.75%	55.28%	VA	Fairfax	Falls Church
22303	23	0.75%	56.03%	VA	Fairfax	Alexandria
22151	21	0.69%	56.72%	VA	Fairfax	Springfield
22305	20	0.66%	57.38%	VA	Fairfax	Alexandria
22182	19	0.62%	58.00%	VA	Fairfax	Vienna
20112	18	0.59%	58.59%	VA	Fairfax	Centreville
22102	18	0.59%	59.18%	VA	Fairfax	McLean
20120	16	0.52%	59.70%	VA	Fairfax	Centreville
22180	15	0.49%	60.20%	VA	Fairfax	Vienna
22033	14	0.46%	60.66%	VA	Fairfax	Fairfax
22124	14	0.46%	61.11%	VA	Fairfax	Oakton
22066	13	0.43%	61.54%	VA	Fairfax	Great Falls
22043	12	0.39%	61.93%	VA	Fairfax	Falls Church
22044	11	0.36%	62.30%	VA	Fairfax	Falls Church
22181	11	0.36%	62.66%	VA	Fairfax	Vienna
22041	10	0.33%	62.98%	VA	Fairfax	Falls Church
20170	9	0.30%	63.28%	VA	Fairfax	Herndon
20191	9	0.30%	63.57%	VA	Fairfax	Reston
20171	8	0.26%	63.84%	VA	Fairfax	Herndon
22060	8	0.26%	64.10%	VA	Fairfax	Fort Belvoir
20124	7	0.23%	64.33%	VA	Fairfax	Clifton
20194	7	0.23%	64.56%	VA	Fairfax	Reston
20121	5	0.16%	64.72%	VA	Fairfax	Centreville
22046	14	0.46%	65.18%	VA	Falls Church City	Falls Church
20187	11	0.36%	65.54%	VA	Fauquier	Warrenton
20137	6	0.20%	65.74%	VA	Fauquier	Broad Run
20186	5	0.16%	65.90%	VA	Fauquier	Warrenton
22655	5	0.16%	66.07%	VA	Frederick	Stephens City
22485	7	0.23%	66.30%	VA	King George	King George
20165	14	0.46%	66.75%	VA	Loudon	Sterling
20176	14	0.46%	67.21%	VA	Loudon	Leesburg
20147	10	0.33%	67.54%	VA	Loudon	Ashburn
20148	7	0.23%	67.77%	VA	Loudon	Ashburn
20152	6	0.20%	67.97%	VA	Loudon	Chantilly
20132	5	0.16%	68.13%	VA	Loudon	Purcellville
20110	17	0.56%	68.69%	VA	Manassas	Manassas
20854	10	0.33%	69.02%	MD	Montgomery	Potomac
20817	7	0.23%	69.25%	MD	Montgomery	Bethesda
20816	6	0.20%	69.44%	MD	Montgomery	Bethesda
20878	6	0.20%	69.64%	MD	Montgomery	Gaithersburg
20744	49	1.61%	71.25%	MD	Prince Georges	Fort Washington
20735	22	0.72%	71.97%	MD	Prince Georges	Clinton
20745	21	0.69%	72.66%	MD	Prince Georges	Oxon Hill

SERVICE AREA ZIP CODES

ZIP Codes	Case Count	Pct Total	Cum Pct	State	County	City
20613	15	0.49%	73.15%	MD	Prince Georges	Brandywine
20607	12	0.39%	73.54%	MD	Prince Georges	Accokeek
20774	11	0.36%	73.90%	MD	Prince Georges	Upper Marlboro
20772	9	0.30%	74.20%	MD	Prince Georges	Upper Marlboro
20746	7	0.23%	74.43%	MD	Prince Georges	Suitland
20747	7	0.23%	74.66%	MD	Prince Georges	District Heights
20748	6	0.20%	74.85%	MD	Prince Georges	Temple Hills
20721	5	0.16%	75.02%	MD	Prince Georges	Bowie
22192	61	2.00%	77.02%	VA	Prince William	Woodbridge
22193	44	1.44%	78.46%	VA	Prince William	Woodbridge
22025	23	0.75%	79.21%	VA	Prince William	Dumfries
20169	17	0.56%	79.77%	VA	Prince William	Haymarket
20155	16	0.52%	80.30%	VA	Prince William	Gainesville
20136	13	0.43%	80.72%	VA	Prince William	Bristow
22026	12	0.39%	81.11%	VA	Prince William	Dumfries
20111	5	0.16%	81.28%	VA	Prince William	Manassas
20181	5	0.16%	81.44%	VA	Prince William	Nokesville
22407	13	0.43%	81.87%	VA	Spotsylvania	Fredericksburg
22408	8	0.26%	82.13%	VA	Spotsylvania	Fredericksburg
20659	19	0.62%	82.75%	MD	St. Mary's	Mechanicsville
20636	11	0.36%	83.11%	MD	St. Mary's	Hollywood
20650	9	0.30%	83.41%	MD	St. Mary's	Leonardtown
20619	8	0.26%	83.67%	MD	St. Mary's	California
20653	5	0.16%	83.84%	MD	St. Mary's	Lexington Park
22554	23	0.75%	84.59%	VA	Stafford	Stafford
22556	13	0.43%	85.02%	VA	Stafford	Stafford
22405	11	0.36%	85.38%	VA	Stafford	Fredericksburg
22406	10	0.33%	85.70%	VA	Stafford	Fredericksburg
22630	10	0.33%	86.03%	VA	Warren	Front Royal
22602	10	0.33%	86.36%	VA	Winchester	Frederick
Total Svc Area	2,634	86.36%				

Dates of Service through 2024/05/02.

ATTACHMENT 16

SERVICE AREA POPULATION

Population by ZIP Code

ZIP Codes	2024					2029				
	0-14	15-44	45-64	65+	Total	0-14	15-44	45-64	65+	Total
22301	2,677	6,495	3,733	1,705	14,610	2,748	6,038	3,822	1,961	14,569
22302	2,878	8,023	4,525	2,479	17,905	2,921	7,419	4,766	2,763	17,869
22311	4,072	9,883	4,383	2,623	20,961	4,131	8,951	4,830	2,919	20,831
22314	4,320	16,782	9,252	5,958	36,312	4,876	14,799	9,793	7,083	36,551
21401	5,578	14,547	9,404	10,812	40,341	5,580	14,351	9,168	12,187	41,286
22201	4,104	24,969	6,904	2,977	38,954	4,248	19,092	8,245	3,566	35,151
22202	2,545	16,861	6,145	3,154	28,705	2,766	13,303	7,109	3,815	26,993
22203	3,070	15,110	4,546	3,258	25,984	3,139	12,770	5,577	3,644	25,130
22204	9,105	25,261	12,783	5,873	53,022	8,862	23,525	13,807	7,085	53,279
22205	3,831	6,566	5,127	2,610	18,134	3,498	6,928	5,226	2,936	18,588
22206	3,442	11,014	4,749	2,158	21,363	3,452	9,500	5,219	2,523	20,694
22207	6,607	11,400	9,393	5,483	32,883	5,974	12,315	9,243	6,077	33,609
22209	1,486	10,676	3,027	1,636	16,825	1,742	8,542	3,861	2,061	16,206
22213	718	1,269	986	483	3,456	667	1,332	1,001	564	3,564
20639	2,818	5,754	4,782	2,793	16,147	2,658	6,171	4,536	3,442	16,807
20732	2,235	4,425	3,116	1,671	11,447	2,127	4,719	3,123	2,110	12,079
20754	1,219	2,351	2,019	1,479	7,068	1,127	2,509	1,884	1,705	7,225
20601	5,266	11,249	8,280	4,138	28,933	5,117	11,945	8,143	5,415	30,620
20602	5,819	12,419	7,734	3,942	29,914	5,590	13,086	7,852	5,020	31,548
20603	6,056	13,421	9,908	4,136	33,521	5,718	14,688	9,895	5,705	36,006
20616	1,557	3,163	2,071	975	7,766	1,544	3,379	2,119	1,316	8,358
20637	981	2,074	1,924	1,126	6,105	1,007	2,155	1,801	1,384	6,347
20646	3,533	7,756	6,075	4,264	21,628	3,471	8,263	5,888	5,140	22,762
20695	2,723	5,742	4,020	1,931	14,416	2,673	6,412	4,205	2,519	15,809
22601	5,097	12,899	6,835	5,275	30,106	5,042	12,763	6,952	5,839	30,596
20002	9,846	41,917	13,025	6,674	71,462	10,636	33,709	15,453	7,739	67,537
20003	4,641	23,891	7,289	3,490	39,311	5,296	20,265	9,096	4,067	38,724
20009	4,573	33,117	9,400	4,749	51,839	5,086	22,907	11,100	5,539	44,632
20015	2,948	4,704	4,191	3,963	15,806	2,808	4,967	4,194	4,076	16,045
20016	4,593	14,191	7,322	6,586	32,692	4,382	13,814	7,302	6,885	32,383
20019	11,723	23,403	13,328	8,870	57,324	11,402	22,453	13,320	10,011	57,186
20020	11,226	20,200	11,279	7,293	49,998	10,739	19,239	11,299	8,381	49,658
20032	8,688	16,774	8,180	4,778	38,420	8,273	15,845	8,359	5,567	38,044
20112	5,235	10,867	9,191	4,444	29,737	4,892	11,680	8,871	5,602	31,045
20120	7,273	17,207	12,463	5,357	42,300	6,689	17,453	12,228	6,861	43,231
20121	5,054	12,672	7,698	3,000	28,424	4,784	12,251	7,689	3,906	28,630
20124	2,392	4,893	4,535	2,885	14,705	2,132	5,154	4,233	3,390	14,909
20170	8,096	17,613	10,729	5,381	41,819	7,698	17,203	10,803	6,470	42,174
20171	9,742	23,095	13,727	5,915	52,479	9,119	23,431	14,506	7,441	54,497
20191	5,054	11,776	7,656	5,389	29,875	4,899	11,764	7,852	6,086	30,601
20194	1,915	5,004	3,866	2,288	13,073	1,922	4,932	3,730	2,699	13,283
22003	10,782	21,893	15,235	10,367	58,277	10,204	22,495	15,336	11,639	59,674
22015	7,803	15,495	11,881	7,834	43,013	6,994	16,335	11,811	8,751	43,891
22030	8,839	29,529	14,137	7,822	60,327	8,579	28,233	14,514	9,393	60,719
22031	6,163	17,610	8,718	5,146	37,637	6,214	16,867	9,461	6,055	38,597
22032	4,740	10,745	8,349	5,722	29,556	4,255	11,099	7,921	6,500	29,775
22033	6,672	17,285	10,990	5,374	40,321	6,103	17,104	11,304	6,422	40,933
22039	2,847	5,399	5,825	4,236	18,307	2,457	5,937	5,304	4,856	18,554
22041	5,434	11,642	6,460	4,328	27,864	5,341	11,520	6,851	4,855	28,567
22042	6,222	14,518	8,379	4,766	33,885	6,065	14,010	8,662	5,438	34,175
22043	4,980	10,453	6,525	3,459	25,417	4,654	10,558	6,839	3,899	25,950
22044	2,433	5,299	3,178	1,992	12,902	2,339	5,228	3,306	2,222	13,095
22060	3,210	4,513	1,409	900	10,032	2,872	4,434	1,860	1,067	10,233
22066	3,085	5,747	5,771	3,871	18,474	2,654	6,517	5,333	4,443	18,947
22079	6,341	13,827	9,981	4,530	34,679	5,812	14,575	9,894	5,738	36,019

Population by ZIP Code

ZIP Codes	2024					2029				
	0-14	15-44	45-64	65+	Total	0-14	15-44	45-64	65+	Total
22101	5,606	9,327	9,320	6,981	31,234	4,841	10,988	8,797	7,670	32,296
22102	3,695	13,280	6,992	4,395	28,362	3,646	12,872	7,673	5,336	29,527
22124	3,072	6,188	5,377	3,486	18,123	2,728	6,694	5,090	3,979	18,491
22150	4,681	10,367	6,834	5,781	27,663	4,489	10,118	6,798	6,753	28,158
22151	3,311	6,661	4,710	2,965	17,647	3,157	6,721	4,662	3,363	17,903
22152	5,808	10,892	8,050	4,686	29,436	5,300	11,426	8,058	5,325	30,109
22153	6,140	11,480	8,633	5,336	31,589	5,597	12,064	8,562	6,111	32,334
22180	4,886	10,130	7,048	3,882	25,946	4,505	10,329	7,162	4,476	26,472
22181	2,785	5,493	4,349	2,642	15,269	2,529	5,852	4,274	2,973	15,628
22182	4,733	9,448	8,179	5,147	27,507	4,162	10,361	7,921	5,902	28,346
22191	16,153	34,522	19,310	7,457	77,442	15,907	35,171	20,936	9,997	82,011
22303	2,345	8,004	3,674	2,288	16,311	2,504	7,307	4,086	2,762	16,659
22304	8,119	21,841	11,246	6,152	47,358	8,336	19,351	11,663	6,838	46,188
22305	3,691	8,398	3,771	1,362	17,222	3,536	7,542	4,068	1,594	16,740
22306	6,864	13,649	7,936	3,969	32,418	6,534	13,735	8,339	4,665	33,273
22307	1,695	3,349	2,951	2,227	10,222	1,717	3,424	2,866	2,444	10,451
22308	3,039	4,057	3,983	2,521	13,600	2,814	4,606	3,909	2,789	14,118
22309	6,459	12,785	8,870	4,927	33,041	6,091	12,858	8,725	5,824	33,498
22310	5,287	11,567	8,011	4,256	29,121	5,136	11,688	8,018	4,985	29,827
22312	5,687	13,012	7,387	3,910	29,996	5,581	12,438	7,558	4,543	30,120
22315	5,376	11,247	7,989	4,188	28,800	5,163	11,514	7,996	4,986	29,659
22046	3,530	6,960	5,219	3,123	18,832	3,169	7,551	5,378	3,534	19,632
20137	342	632	535	505	2,014	336	695	525	596	2,152
20186	2,540	5,626	4,253	3,378	15,797	2,560	5,975	4,094	3,977	16,606
20187	3,846	6,992	5,573	3,392	19,803	3,696	7,713	5,473	4,176	21,058
22655	4,559	8,970	5,725	3,848	23,102	4,712	9,604	5,939	4,556	24,811
22485	5,338	10,348	7,435	4,492	27,613	5,221	11,303	7,536	5,672	29,732
20132	3,738	6,716	5,689	2,596	18,739	3,514	7,533	5,692	3,291	20,030
20147	12,934	26,446	19,526	10,358	69,264	11,966	28,732	20,379	13,310	74,387
20148	16,881	28,685	18,069	3,898	67,533	16,154	33,695	21,427	5,965	77,241
20152	9,266	15,696	11,096	2,829	38,887	8,535	17,961	12,259	4,068	42,823
20165	5,989	12,860	10,059	4,591	33,499	5,447	13,457	9,980	5,828	34,712
20176	10,337	20,064	15,223	7,282	52,906	9,202	21,671	15,548	9,293	55,714
20110	10,197	21,561	12,259	6,183	50,200	10,010	21,362	12,643	7,590	51,605
20816	3,071	5,068	4,927	3,653	16,719	2,692	5,879	4,627	3,914	17,112
20817	6,796	11,146	10,933	7,846	36,721	5,938	13,005	10,305	8,561	37,809
20854	7,633	14,702	14,853	12,293	49,481	6,479	16,837	13,570	13,414	50,300
20878	11,711	25,372	18,714	10,564	66,361	10,799	26,943	18,853	12,392	68,987
20607	2,086	4,418	4,145	2,167	12,816	2,021	4,905	4,072	2,744	13,742
20613	2,718	5,654	5,067	2,466	15,905	2,707	6,234	5,042	3,119	17,102
20721	4,335	9,890	8,674	6,431	29,330	4,063	10,218	7,949	7,381	29,611
20735	5,545	13,027	11,428	7,843	37,843	5,159	13,396	10,642	8,975	38,172
20744	7,953	18,520	14,048	11,662	52,183	7,619	18,205	13,392	12,919	52,135
20745	6,011	13,577	7,865	4,805	32,258	5,808	13,274	8,115	5,592	32,789
20746	5,403	13,226	7,614	4,655	30,898	5,208	12,496	7,520	5,449	30,673
20747	6,844	15,647	10,083	6,388	38,962	6,497	15,071	9,683	7,425	38,676
20748	6,124	14,172	9,170	7,084	36,550	5,989	13,450	8,677	7,866	35,982
20772	8,277	19,393	15,955	8,018	51,643	8,194	20,636	15,425	9,910	54,165
20774	8,226	19,290	14,917	9,690	52,123	8,122	19,985	14,570	11,476	54,153
20111	7,799	16,962	9,830	4,301	38,892	7,527	16,896	10,159	5,528	40,110
20136	7,358	12,634	9,306	2,622	31,920	6,857	13,938	9,731	3,731	34,257
20155	7,543	13,641	10,186	6,796	38,166	7,192	14,997	10,654	8,174	41,017
20169	5,715	10,248	8,712	4,727	29,402	5,356	11,745	8,967	5,770	31,838
20181	1,804	3,572	3,161	1,647	10,184	1,704	3,942	3,130	2,039	10,815
22025	3,710	6,906	4,851	3,530	18,997	3,607	7,310	4,889	4,124	19,930

Population by ZIP Code

2024						2029				
ZIP Codes	0-14	15-44	45-64	65+	Total	0-14	15-44	45-64	65+	Total
22026	4,649	9,105	5,353	1,815	20,922	4,507	9,580	5,752	2,579	22,418
22192	12,347	24,523	15,983	8,676	61,529	11,838	25,553	16,506	10,423	64,320
22193	17,358	34,516	22,013	9,822	83,709	16,485	35,484	22,369	12,515	86,853
22407	12,756	25,995	16,550	11,645	66,946	12,711	27,875	17,166	14,007	71,759
22408	6,727	13,959	8,845	4,463	33,994	6,760	14,916	9,230	5,731	36,637
20619	3,108	6,418	3,713	2,005	15,244	3,063	6,662	3,823	2,521	16,069
20636	2,066	3,966	2,920	1,800	10,752	2,042	4,201	2,853	2,180	11,276
20650	3,002	5,597	4,373	2,764	15,736	2,910	6,099	4,302	3,269	16,580
20653	4,628	12,022	5,794	3,114	25,558	4,448	11,815	5,683	4,011	25,957
20659	4,583	9,090	6,592	4,162	24,427	4,443	9,357	6,110	4,971	24,881
22405	7,076	14,418	9,668	5,639	36,801	6,987	15,643	10,057	7,013	39,700
22406	5,366	10,739	7,589	5,612	29,306	5,321	11,897	7,819	7,101	32,138
22554	14,682	28,974	18,427	6,735	68,818	14,119	31,515	19,470	9,516	74,620
22556	6,426	13,010	8,622	3,592	31,650	5,922	14,095	8,764	4,907	33,688
22630	6,176	12,898	9,163	7,347	35,584	6,327	13,617	8,726	8,758	37,428
22602	5,969	12,295	8,713	5,811	32,788	6,060	13,304	8,889	6,944	35,197
Total	716,797	1,637,231	1,036,476	593,571	3,984,075	688,254	1,642,220	1,058,021	706,897	4,095,392

Population by County

State	County	2024					2029				
		0-14	15-44	45-64	65+	Total	0-14	15-44	45-64	65+	Total
VA	Alexandria City	13,947	41,183	21,893	12,765	89,788	14,676	37,207	23,211	14,726	89,820
MD	Anne Arundel	5,578	14,547	9,404	10,812	40,341	5,580	14,351	9,168	12,187	41,286
VA	Arlington	34,908	123,126	53,660	27,632	239,326	34,348	107,307	59,288	32,271	233,214
MD	Calvert	6,272	12,530	9,917	5,943	34,662	5,912	13,399	9,543	7,257	36,111
MD	Charles	25,935	55,824	40,012	20,512	142,283	25,120	59,928	39,903	26,499	151,450
VA	City of Winchester	5,097	12,899	6,835	5,275	30,106	5,042	12,763	6,952	5,839	30,596
DC	District of Columbia	58,238	178,197	74,014	46,403	356,852	58,622	153,199	80,123	52,265	344,209
VA	Fairfax	233,744	522,779	341,323	193,564	1,291,410	220,951	525,839	345,469	227,048	1,319,307
VA	Falls Church City	3,530	6,960	5,219	3,123	18,832	3,169	7,551	5,378	3,534	19,632
VA	Fauquier	6,728	13,250	10,361	7,275	37,614	6,592	14,383	10,092	8,749	39,816
VA	Frederick	4,559	8,970	5,725	3,848	23,102	4,712	9,604	5,939	4,556	24,811
VA	King George	5,338	10,348	7,435	4,492	27,613	5,221	11,303	7,536	5,672	29,732
VA	Loudon	59,145	110,467	79,662	31,554	280,828	54,818	123,049	85,285	41,755	304,907
VA	Manassas	10,197	21,561	12,259	6,183	50,200	10,010	21,362	12,643	7,590	51,605
MD	Montgomery	29,211	56,288	49,427	34,356	169,282	25,908	62,664	47,355	38,281	174,208
MD	Prince Georges	63,522	146,814	108,966	71,209	390,511	61,387	147,870	105,087	82,856	397,200
VA	Prince William	50,925	97,591	67,382	34,114	250,012	48,588	103,961	69,788	42,368	264,705
VA	Spotsylvania	30,114	60,511	38,563	21,467	150,655	29,196	63,359	39,535	26,522	158,612
MD	St. Mary's	19,531	41,962	25,645	14,146	101,284	19,223	43,693	25,891	17,712	106,519
VA	Stafford	38,133	76,231	50,898	25,740	191,002	36,792	82,507	52,220	33,508	205,027
VA	Warren	6,176	12,898	9,163	7,347	35,584	6,327	13,617	8,726	8,758	37,428
VA	Winchester	5,969	12,295	8,713	5,811	32,788	6,060	13,304	8,889	6,944	35,197
Total		716,797	1,637,231	1,036,476	593,571	3,984,075	688,254	1,642,220	1,058,021	706,897	4,095,392

Population by County
AAGR, 2024 through 2029

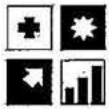
State	County	0-14	15-44	45-64	65+	Total
VA	Alexandria City	1.02%	-2.01%	1.18%	2.90%	0.01%
MD	Anne Arundel	0.01%	-0.27%	-0.51%	2.42%	0.46%
VA	Arlington	-0.32%	-2.71%	2.01%	3.15%	-0.52%
MD	Calvert	-1.18%	1.35%	-0.77%	4.08%	0.82%
MD	Charles	-0.64%	1.43%	-0.05%	5.26%	1.26%
VA	City of Winchester	-0.22%	-0.21%	0.34%	2.05%	0.32%
DC	District of Columbia	0.13%	-2.98%	1.60%	2.41%	-0.72%
VA	Fairfax	-1.12%	0.12%	0.24%	3.24%	0.43%
VA	Falls Church City	-2.13%	1.64%	0.60%	2.50%	0.84%
VA	Fauquier	-0.41%	1.65%	-0.52%	3.76%	1.14%
VA	Frederick	0.66%	1.38%	0.74%	3.44%	1.44%
VA	King George	-0.44%	1.78%	0.27%	4.78%	1.49%
VA	Loudon	-1.51%	2.18%	1.37%	5.76%	1.66%
VA	Manassas	-0.37%	-0.19%	0.62%	4.19%	0.55%
MD	Montgomery	-2.37%	2.17%	-0.85%	2.19%	0.58%
MD	Prince Georges	-0.68%	0.14%	-0.72%	3.08%	0.34%
VA	Prince William	-0.94%	1.27%	0.70%	4.43%	1.15%
VA	Spotsylvania	-0.62%	0.92%	0.50%	4.32%	1.03%
MD	St. Mary's	-0.32%	0.81%	0.19%	4.60%	1.01%
VA	Stafford	-0.71%	1.59%	0.51%	5.42%	1.43%
VA	Warren	0.48%	1.09%	-0.97%	3.58%	1.02%
VA	Winchester	0.30%	1.59%	0.40%	3.63%	1.43%
Total		-0.81%	0.06%	0.41%	3.56%	0.55%

Population by County
Percent of Total Population

State	County	2024					2029					2029 - 2024			
		0-14	15-44	45-64	65+	Total	0-14	15-44	45-64	65+	Total	0-14	15-44	45-64	65+
VA	Alexandria City	15.5%	45.9%	24.4%	14.2%	100.0%	16.3%	41.4%	25.8%	16.4%	100.0%	0.8%	-4.4%	1.5%	2.2%
MD	Anne Arundel	13.8%	36.1%	23.3%	26.8%	100.0%	13.5%	34.8%	22.2%	29.5%	100.0%	-0.3%	-1.3%	-1.1%	2.7%
VA	Arlington	14.6%	51.4%	22.4%	11.5%	100.0%	14.7%	46.0%	25.4%	13.8%	100.0%	0.1%	-5.4%	3.0%	2.3%
MD	Calvert	18.1%	36.1%	28.6%	17.1%	100.0%	16.4%	37.1%	26.4%	20.1%	100.0%	-1.7%	1.0%	-2.2%	3.0%
MD	Charles	18.2%	39.2%	28.1%	14.4%	100.0%	16.6%	39.6%	26.3%	17.5%	100.0%	-1.6%	0.3%	-1.8%	3.1%
VA	City of Winchester	16.9%	42.8%	22.7%	17.5%	100.0%	16.5%	41.7%	22.7%	19.1%	100.0%	-0.5%	-1.1%	0.0%	1.6%
DC	District of Columbia	16.3%	49.9%	20.7%	13.0%	100.0%	17.0%	44.5%	23.3%	15.2%	100.0%	0.7%	-5.4%	2.5%	2.2%
VA	Fairfax	18.1%	40.5%	26.4%	15.0%	100.0%	16.7%	39.9%	26.2%	17.2%	100.0%	-1.4%	-0.6%	-0.2%	2.2%
VA	Falls Church City	18.7%	37.0%	27.7%	16.6%	100.0%	16.1%	38.5%	27.4%	18.0%	100.0%	-2.6%	1.5%	-0.3%	1.4%
VA	Fauquier	17.9%	35.2%	27.5%	19.3%	100.0%	16.6%	36.1%	25.3%	22.0%	100.0%	-1.3%	0.9%	-2.2%	2.6%
VA	Frederick	19.7%	38.8%	24.8%	16.7%	100.0%	19.0%	38.7%	23.9%	18.4%	100.0%	-0.7%	-0.1%	-0.8%	1.7%
VA	King George	19.3%	37.5%	26.9%	16.3%	100.0%	17.6%	38.0%	25.3%	19.1%	100.0%	-1.8%	0.5%	-1.6%	2.8%
VA	Loudon	21.1%	39.3%	28.4%	11.2%	100.0%	18.0%	40.4%	28.0%	13.7%	100.0%	-3.1%	1.0%	-0.4%	2.5%
VA	Manassas	20.3%	43.0%	24.4%	12.3%	100.0%	19.4%	41.4%	24.5%	14.7%	100.0%	-0.9%	-1.6%	0.1%	2.4%
MD	Montgomery	17.3%	33.3%	29.2%	20.3%	100.0%	14.9%	36.0%	27.2%	22.0%	100.0%	-2.4%	2.7%	-2.0%	1.7%
MD	Prince Georges	16.3%	37.6%	27.9%	18.2%	100.0%	15.5%	37.2%	26.5%	20.9%	100.0%	-0.8%	-0.4%	-1.4%	2.6%
VA	Prince William	20.4%	39.0%	27.0%	13.6%	100.0%	18.4%	39.3%	26.4%	16.0%	100.0%	-2.0%	0.2%	-0.6%	2.4%
VA	Spotsylvania	20.0%	40.2%	25.6%	14.2%	100.0%	18.4%	39.9%	24.9%	16.7%	100.0%	-1.6%	-0.2%	-0.7%	2.5%
MD	St. Mary's	19.3%	41.4%	25.3%	14.0%	100.0%	18.0%	41.0%	24.3%	16.6%	100.0%	-1.2%	-0.4%	-1.0%	2.7%
VA	Stafford	20.0%	39.9%	26.6%	13.5%	100.0%	17.9%	40.2%	25.5%	16.3%	100.0%	-2.0%	0.3%	-1.2%	2.9%
VA	Warren	17.4%	36.2%	25.8%	20.6%	100.0%	16.9%	36.4%	23.3%	23.4%	100.0%	-0.5%	0.1%	-2.4%	2.8%
VA	Winchester	18.2%	37.5%	26.6%	17.7%	100.0%	17.2%	37.8%	25.3%	19.7%	100.0%	-1.0%	0.3%	-1.3%	2.0%
Total		18.0%	41.1%	26.0%	14.9%	100.0%	16.8%	40.1%	25.8%	17.3%	100.0%	-1.2%	-1.0%	-0.2%	2.4%

ATTACHMENT 17

INDIVIDUAL PHYSICIAN SUBMISSIONS



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
	Current Volumes at Harborside				Projected Volumes at Harborside						
	Year 2022		Year 2023		Year 1		Year 2		Year 3		
Azer, Nigel	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	
Cases performed at Harborside	24	2,318	78	7,534							
Projected Volume based on current practice pattern					78		80		80		
Shift from other Facilities					52		96		140		Alexandria Hospital HOPD
Total Projected					132	12,750	176	17,000	220	21,250	

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

5 most frequently performed surgeries, two most recent years		
Surgical Procedure*	Yr1	Yr2
27447	18	62
27130	3	9
29881	1	3
29880	1	1
27446		1

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



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
	Current Volumes at Harborside				Projected Volumes at Harborside						
	Year 2022		Year 2023		Year 1		Year 2		Year 3		
Branche, George	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	
Cases performed at Harborside	232	18,969	255	20,850							
Projected Volume based on current practice pattern					269		286		302		
Shift from other Facilities					0		0		0		
Total Projected					269	21,978	286	23,252	302	24,726	

5 most frequently performed surgeries, two most recent years		
Surgical Procedure*	Yr1	Yr2
29827	78	77
29881	49	45
29888	35	41
29806	22	15
29880	4	13

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

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

Print Name



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
	Current Volumes at Harborside				Projected Volumes at Harborside						
	Year 2022		Year 2023		Year 1		Year 2		Year 3		
Engh, Charles A.	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	
Cases performed at Harborside	11	1,307	40	4,754							
Projected Volume based on current practice pattern					68		68		69		
Shift from other Facilities					4		28		52		Inova Mt Vernon HOPD
Total Projected					72	8,553	96	11,404	120	14,255	

5 most frequently performed surgeries, two most recent years		
Surgical Procedure*	Yr1	Yr2
27130		27
27447	6	9
27446	4	3
27599	1	1

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

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

Print Name



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
	Current Volumes at Harborside				Projected Volumes at Harborside						
	Year 2022		Year 2023		Year 1		Year 2		Year 3		
Fricka, Kevin	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	
Cases performed at Harborside	159	14,793	363	33,774							
Projected Volume based on current practice pattern					459		460		460		
Shift from other Facilities					24		61		98		Inova Mt Vernon OP
Total Projected					484	44,994	521	48,455	558	51,916	

5 most frequently performed surgeries, two most recent years		
Surgical Procedure*	Yr1	Yr2
27446	105	198
27447	44	125
27130		21
27438	6	6
27599		8

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

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

Print Name



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
	Current Volumes at Harborside				Projected Volumes at Harborside						
	Year 2022		Year 2023		Year 1		Year 2		Year 3		
Gallagher, Brian	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	
Cases performed at Harborside	10	870	113	9,828							
Projected Volume based on current practice pattern					182		192		201		
Shift from other Facilities					24		24		24		Inova Mt Vernon HOPD
Total Projected					206	17,900	216	18,752	225	19,604	

5 most frequently performed surgeries, two most recent years		
Surgical Procedure*	Yr1	Yr2
27650	1	18
27829	4	15
20680		11
27689		7
27654		5

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

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

Print Name



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
	Current Volumes at Harborside				Projected Volumes at Harborside						
	Year 2022		Year 2023		Year 1		Year 2		Year 3		
Gandhi, Rikesh	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	
Cases performed at Harborside	245	16,757	217	14,842							
Projected Volume based on current practice pattern					198		211		224		
Shift from other Facilities					104		104		104		Inova Franconia OP
Total Projected					302	20,683	315	21,545	328	22,406	

5 most frequently performed surgeries, two most recent years		
Surgical Procedure*	Yr1	Yr2
64721	72	69
25609	24	19
25111	18	4
26123	12	9
64718	2	13

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

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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
	Current Volumes at Harborside				Projected Volumes at Harborside						
	Year 2022		Year 2023		Year 1		Year 2		Year 3		
Gebrelul, Aaron	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	
Cases performed at Harborside	X	X	21	2,371							
Projected Volume based on current practice pattern					44		44		44		
Shift from other Facilities					41		58		92		Inova Mt Vernon HOPD
Total Projected					85	9,598	102	11,518	136	15,357	

5 most frequently performed surgeries, two most recent years		
Surgical Procedure*	Yr1	Yr2
27130		14
27446		7

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

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Physician Name	Surgical Volume Latest 2 complete years				Projections						Facility(s) from which these cases will be migrating
	Current Volumes at Harborside				Projected Volumes at Harborside						
	Year 2022		Year 2023		Year 1		Year 2		Year 3		
Hamilton, William	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	
Cases performed at Harborside	102	9,153	266	23,869							
Projected Volume based on current practice pattern					336		336		336		
Shift from other Facilities					50		78		78		Inova Mt Vernon HOPD
Total Projected					386	34,673	414	37,150	414	37,150	

5 most frequently performed surgeries, two most recent years		
Surgical Procedure*	Yr1	Yr2
27130	87	188
27447	6	47
27446	8	23
27438		2
20610	1	1

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

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Physician Name	Surgical Volume Latest 2 complete years				Projections						Facility(s) from which these cases will be migrating
	Current Volumes at Harborside				Projected Volumes at Harborside						
	Year 2022		Year 2023		Year 1		Year 2		Year 3		
	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	
Kittredge, Ben	156	12,437	77	6,139	84	5,353	84	5,353	84	5,353	Current Practice No shift

5 most frequently performed surgeries, two most recent years		
Surgical Procedure*	Yr1	Yr2
29888	45	17
29881	27	22
29827	24	6
27385	10	7
27385	10	7

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

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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
	Current Volumes at Harborside				Projected Volumes at Harborside						
	Year 2022		Year 2023		Year 1		Year 2		Year 3		
McAsey, Craig	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	
Cases performed at Harborside	7	615	72	6328							
Projected Volume based on current practice pattern					72		72		72		
Shift from other Facilities					70		117		140		Inova Mt Vernon HOPD
Total Projected					142	12,446	189	16,595	212	18,669	

5 most frequently performed surgeries, two most recent years		
Surgical Procedure*	Yr1	Yr2
27130	4	33
27447		27
27446	3	9
27132		1
27599		1

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

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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
	Current Volumes at Harborside				Projected Volumes at Harborside						
	Year 2022		Year 2023		Year 1		Year 2		Year 3		
Nagda, Sameer	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	
Cases performed at Harborside	222	15,400	265	18,383							
Projected Volume based on current practice pattern					284		284		284		
Shift from other Facilities							11		60		Inova Mt Vernon HOPD
Total Projected					284	18,771	295	20,478	344	23,890	

5 most frequently performed surgeries, two most recent years		
Surgical Procedure*	Yr1	Yr2
29827	73	85
29881	27	35
29806	18	18
24301	21	10
29888	9	16

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

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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
	Current Volumes at Harborside				Projected Volumes at Harborside						
	Year 2022		Year 2023		Year 1		Year 2		Year 3		
Narvaez, Michael	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	
Cases performed at Harborside	13	1313	48	4846							
Projected Volume based on current practice pattern					120		120		120		
Shift from other Facilities					35		58		102		Inova, Alexandria & Franconia HOPD
Total Projected					155	15,690	178	17,932	222	22,415	

5 most frequently performed surgeries, two most recent years		
Surgical Procedure*	Yr1	Yr2
29882	3	6
29827		8
23515	2	3
27385	1	3
29881	1	2

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

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Physician Name	Surgical Volume Latest 2 complete years				Projections						Facility(s) from which these cases will be migrating
	Current Volumes at Harborside				Projected Harborside Volumes						
	Year 2022		Year 2023		Year 1		Year 2		Year 3		
	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	
Nathan, Michael	110	4877	182	8069	159	7049	159	7049	159	7049	Current Practice Pattern and Growth

5 most frequently performed surgeries, two most recent years		
Surgical Procedure*	Yr1	Yr2
30520	30	40
42826	28	23
69436	12	33
31253	1	19
31255	11	9

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

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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 Current Harborside Volumes				Projections Projected Harborside Volumes						Facility(s) from which these cases will be migrating
	Year 2022		Year 2023		Year 1		Year 2		Year 3		
	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	
Root, Cassie	276	14,291	332	17,191	192	9,942	192	9,942	192	9,942	Current practice pattern No shift

5 most frequently performed surgeries, two most recent years		
Surgical Procedure*	Yr1	Yr2
64721	80	90
26055	49	55
26160	25	33
26123	13	13
25447	9	14

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

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Physician Name	Surgical Volume Latest 2 complete years				Projections						Facility(s) from which these cases will be migrating
	Current Volumes at Harborside				Projected Volumes at Harborside						
	Year 2022		Year 2023		Year 1		Year 2		Year 3		
Saddler, Stephen	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	
Cases performed at Harborside	129	10,065	155	12,093							
Projected Volume based on current practice pattern					156		156		156		
Shift from other Facilities					30		42		42		Inova Franconia
Total Projected					186	14,512	198	15,480	198	15,480	

5 most frequently performed surgeries, two most recent years		
Surgical Procedure*	Yr1	Yr2
29882	33	46
29827	29	30
29881	7	12
29883	6	10
27412	8	6

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

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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
	Current Volumes at Harborside				Projected Volumes at Harborside						
	Year 2022		Year 2023		Year 1		Year 2		Year 3		
Sershon, Robert	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	
Cases performed at Harborside	76	5,874	261	20,174							
Projected Volume based on current practice pattern					344		344		344		
Shift from other Facilities					65		140		214		Inova Mt Vernon – OP Capital Orthopaedic Surg Center
Total Projected					409	31,629	484	37,380	558	43,131	

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

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Physician Name	Surgical Volume Latest 2 complete years				Projections						Facility(s) from which these cases will be migrating
	Current Volumes at Harborside				Projected Volumes at Harborside						
	Year 2022		Year 2023		Year 1		Year 2		Year 3		
Wallach, Corey	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	
Cases performed at Harborside	107	1829	122	2085							
Projected Volume based on current practice pattern					96		96		96		
Shift from other Facilities					62		89		95		Inova Alexandria HOPD
Total Projected					158	2,707	185	3,158	191	3,271	

5 most frequently performed surgeries, two most recent years		
Surgical Procedure*	Yr1	Yr2
64483	94	105
63030	8	2
22856	3	3
63047	1	5
DEP00		2

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

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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 Current Volumes at Harborside				Projections						Facility(s) from which these cases will be migrating
	Year 2022		Year 2-23		Year 1		Year 2		Year 3		
	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	
Weintritt, David	130	8,358	134	8,615	168	10,802	168	10,802	168	10,802	Maintain Current Volume and growth No shift

5 most frequently performed surgeries, two most recent years		
Surgical Procedure*	Yr1	Yr2
19125	44	38
19120	27	26
19301	22	28
36561	18	18
60220	2	2

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

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Physician Name	Surgical Volume Latest 2 complete years				Projections						Facility(s) from which these cases will be migrating
	Current Volumes at Harborside				Projected Volumes at Harborside						
	Year 22		Year 23		Year 1		Year 2		Year 3		
	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	Cases	Minutes	
Andrew Wolff	120	24,648	36	7,394	15	3,081	15	3,081	15	3,081	Maintain Current volume

5 most frequently performed surgeries, two most recent years		
Surgical Procedure*	Yr1	Yr2
29916	95	13
29915	20	11
29914	3	12
27385	1	
29861	1	

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

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ATTACHMENT 18

SUPPORT SERVICES - LABORATORY

Policy and Procedure Manual	HARBORSIDE SURGERY CENTER
Chapter 12 PATHOLOGY and MEDICAL LABORATORY SERVICES	Effective Date: 1/4/2014 Revised Date: 01/03/2023

12.01 Provision of Services

POLICY:

The facility meets the requirements for waived testing under the Clinical Laboratory Improvement Amendments of 1988 (CLIA), performs only waived tests, and has obtained a certificate of waiver. These tests are used only as a screening tool. Those tests are limited to

- Blood glucose by FDA-approved monitoring device
- Urine Pregnancy Test

Routine and emergency laboratory services are obtained from a Medicare-certified laboratory that meets CLIA requirements.

Facility employees performing CLIA-waived tests will be oriented to use of the equipment and trained by the manufacturer or the facility. Employees will be evaluated for ongoing competence in laboratory testing. The facility is responsible for performing and documenting appropriate quality control procedures, including the calibration of the equipment. A qualified practitioner shall order all laboratory services.

PROCEDURE:

1. A description of the necessary patient preparation for each laboratory procedure shall be supplied by the laboratory, and the physician's office staff is responsible for informing the patient of any special preparatory conditions. Any deviations from the usual patient preparations must be written in the physician's orders.
2. A completed laboratory request slip identifying the patient, physician, diagnosis, and laboratory or pathology work desired is sent to the laboratory or accompanies the patient to the laboratory service.
3. Routine pathology sent out by the Center will be logged as to patient name, specimen number, description of specimen, date, laboratory, and date report returned. This tracking method will be utilized with every specimen in order to insure timely reporting.
4. Laboratory and Pathology reports will be initialed by the physician, with a statement that abnormal labs have been reviewed by the physician with the patient.
5. Stat reports may be received by telephone, but a copy of the completed laboratory report must be obtained and placed in the patient's medical record as soon as received. Telephone reports will be recorded and then read back to the laboratory to ensure accurate recording of the results.
6. Emergency laboratory services will be provided by the contract laboratory.
7. The surgeon shall be notified immediately (by the nurse and/or the lab) of any abnormal laboratory or pathology findings.
8. The Governing Board periodically monitors the delivery of laboratory services to assure the appropriate, timely, and cost-effective care. This will be accomplished through monthly chart audits and/or Quality Improvement Studies.

ATTACHMENT 19

SUPPORT SERVICES - RADIOLOGY

Policy and Procedure Manual	HARBORSIDE SURGERY CENTER
Chapter 13 DIAGNOSTIC IMAGING SERVICES	Effective Date: 1/2/2014 Revised Date: 01/03/2023

13.01 Scope of Services

POLICY:

- Radiology services provided at the facility are minimal.
- The facility shall obtain specific state licensure for operation of radiation-emitting equipment if applicable.
- Each piece of radiation-generating equipment shall bear a warning label on the control panel which cautions individuals that radiation is produced when unit is activated.
- Radiology/fluoroscopy services are limited to intraoperative procedures.
- The center does not do pre-operative x-rays or provide radiation therapy.
- Diagnostic imaging services are limited to the production of images used for medical diagnosis or visualization.
- The patient confirms the site to be examined by radiology or fluoroscopy and the correct service that is to be provided. This is documented on the medical record. *Refer to Surgical and Related Services policy 10.12.*
- If a radiology procedure is ordered but cannot be performed at the facility, the facility will refer to a Medicare approved facility.
- A protective cover for the tube of the C-Arm may be used to prevent possible damage or soiling of the machine and to prevent contamination of the operative site.
- Diagnostic images will be maintained in the medical record and retained according to the medical records policy for retention of medical records.

PROCEDURE:

1. Surgeon will schedule patients for procedures with C-Arm.
2. Fluoroscopy services will be provided by use of a C-Arm intra-operatively.
3. Personnel will be trained in the use of the C-arm and competency will be assessed annually. Documentation will be maintained in the employee's file.
4. C-arm use/ fluoroscopy are performed under the supervision of the surgeon.
5. The surgeon interprets and authenticates radiology/fluoroscopy images.
6. All steps are taken to promote maximum safety to personnel and patients.
7. During the admission process, the patient is asked to verify the site to be examined by x-ray or fluoroscopy. This is documented on the medical record.

Policy and Procedure Manual	HARBORSIDE SURGERY CENTER
Chapter 13 DIAGNOSTIC IMAGING SERVICES	Effective Date: 1/2/2014 Revised Date: 01/03/2023

Policy and Procedure Manual	HARBORSIDE SURGERY CENTER
Chapter 13 DIAGNOSTIC IMAGING SERVICES	Effective Date: 1/2/2014 Revised Date:

POLICY: 13.03 C-Arm Use and Radiation Safety
SECTION: Environment of Care (EC)

Effective Date: 1/2/14
Revised Date:
Reviewed Date: 1/5/2017,
1/5/2020,
1/9/2023

PURPOSE

To ensure proper use of the C-Arm and the safety of employees, medical staff, patients, and visitors.

POLICY

The Center employees will comply with the established Radiation Policy and Procedure as outlined in the Radiation Safety Guidelines for Use of C-Arms.

Diagnostic imaging /fluoroscopy/C-Arm services provided by the facility are directed by trained professional who is qualified to assume appropriate, administrative, and organizational responsibility for the quality of services rendered. The professional will be credentialed and approved as a member of the medical staff.

Facility personnel will be trained and experienced in radiology /fluoroscopy/C-Arm services.

PROCEDURE:

1. Shielding

- A. During exposures, all doors to the room being used will be closed to control access to this "radiation area".
- B. Protective lead aprons, and thyroid shielding will be used whenever possible for the purpose of reducing radiation exposure. These devices shall be not less than 0.25 mm lead equivalent.
- C. A uniform system for monitoring the integrity of personnel protective devices (aprons, gloves, thyroid shield, etc.) will be conducted on an annual basis. Procedures are as follows;
 1. Develop a master inventory to include every lead apron, and lead thyroid shield used for radiation protection.
 2. Code each item with a permanent marker.
 3. List each item by code on master inventory.
 4. Master inventory;
 - a. Each item shall be checked on an annual basis.
 - b. Entries shall be logged with the inspection date and results of Acceptable, Questionable or Unacceptable.
 - c. Explanations shall be written in the Comment Field on the Questionable and Unacceptable findings.
 - d. All entries shall be initialed by the person performing the inspection.
 5. Inspection process shall be carried out in the following manner;
 - a. Perform a visual check of the integrity of the outside covering of the radiation protection device.
 - b. Check for suspicious breaks in the lead (i.e., tears, cracks or holes).
 6. If there is an obvious tear in the outer lining of a radiation protective device, the item will be removed from service. If the item is repaired, a repeat analysis will be performed.
 7. If there is an obvious break in the integrity of the lead in a radiation protection device, the item will be removed from service.

Policy and Procedure Manual	HARBORSIDE SURGERY CENTER
Chapter 13 DIAGNOSTIC IMAGING SERVICES	Effective Date: 1/2/2014 Revised Date:

5. Supervision of Radiology/Fluoroscopy/C-arm procedures
 - D. Physicians will provide verification of competency for use of portable radiology units/fluoroscopy/C-Arm procedures when applying for credentialing at the facility.
 - E. Physicians are granted privileges to supervise and assume responsibility during radiology/fluoroscopy/C-Arm procedures by the Board of Managers.
 - F. A certified x-ray technician or RN trained in the functions of the C-Arm may be utilized in accordance with state regulations.
 - G. Documentation of certification or training will be noted in the staff member's personnel file.

Policy and Procedure Manual	HARBORSIDE SURGERY CENTER
Chapter 13 DIAGNOSTIC IMAGING SERVICES	Effective Date: 1/2/2014 Revised Date: 01/03/2023

13.04 Personnel Education and Training

POLICY:

Sufficiently trained and experienced personnel are available to conduct the work of radiology/fluoroscopy/C-Arm services.

PROCEDURE:

1. The surgeon will operate the foot pedal, controlling the emission of radiation, or a certified x-ray technician will be available.
2. RNs trained in the use of the C-Arm by the manufacturer may run the C-Arm where permitted by state regulations or State nurse practice act does not permit nursing to handle C-arm.
3. Documentation of certification or training will be noted in the personnel file.

Policy and Procedure Manual	HARBORSIDE SURGERY CENTER
Chapter 13 DIAGNOSTIC IMAGING SERVICES	Effective Date: 1/2/2014 Revised Date: 01/03/2023

13.06 Radiation Protection

POLICY:

- Precautions shall be taken to reduce the patient's exposure to radiation.
- Proper warning signs will be in place that alert the public, patients, and personnel to the presence of hazardous energy fields and the use of radiation-emitting equipment.
- There will be signage alerting females to notify nursing personnel of any possible pregnancy.

PROCEDURE:

1. Parts of the patient's body not included in the intended radiation field shall be kept out of the radiation beam to the greatest extent possible.
2. Lead shielding shall be used, when possible, to protect the thyroid during X-ray studies of the upper extremities, trunk, head, hips, or upper legs.
3. Lead shielding shall be used, when possible, to protect the patient's ovaries or testes during x-ray studies.
4. C-Arm procedures will be avoided on the abdominal and pelvic regions of a known pregnant person.
5. Abdominal and pelvic areas will be protected on any female of childbearing age.
6. Perioperative documentation shall include:
 - a. The type of patient protection and the area(s) protected
 - b. Skin assessment of any signs/symptoms of injury to the skin

Policy and Procedure Manual	HARBORSIDE SURGERY CENTER
Chapter 13 DIAGNOSTIC IMAGING SERVICES	Effective Date: 1/2/2014 Revised Date:

8. If there is a questionable break in the integrity of the lead in a radiation protection device, the item will be removed from service and reviewed by qualified personnel.
9. Any new radiation protection device shall be visually and radiographically inspected upon delivery prior to use in the department.

2. Clinical Use of Radiation

- A. As a general principle, the exposure to the patient shall be kept to the practical minimum consistent with clinical objectives.
 1. The useful beam will be limited to the smallest area practicable and consistent with the objectives of the radiological examination.
 2. Suitable protective devices to shield the gonads of patients who are potentially procreative will be used when the examination or method of treatment may include the gonads in the useful beam, unless such devices interfere with the conditions or objectives of the examination or treatment.
 3. Fluoroscopy shall not be used as a substitute for radiography but will be reserved for the study of dynamics or spatial relationships or for guidance in spot-filming of critical details.

3. Portable C-Arm

- A. Undoubtedly the greatest exposure to personnel involved in diagnostic radiology occurs during fluoroscopy, angiography, and other special studies. Therefore, the following guidelines will be observed:
 - Except for patients who cannot be moved out of the room, only the staff and ancillary personnel required for the medical procedure will be in the room during the exposure. Everyone will be supplied with film badge monitors.
 - Staff and ancillary personnel will be protected from the direct scatter radiation by protective aprons of not less than 0.25 mm lead equivalent.
 - The operator will check that no one except the patient is in the direct or useful beam.
 - The hand of the fluoroscopist should not be placed in the useful beam unless the beam is attenuated by the patient and a protective glove of at least 0.25 mm lead equivalent.

4. Equipment Performance Testing

- A. On an annual basis, all diagnostic x-ray units will undergo state certification inspections by a State licensed inspector. All reports will be submitted to the state within 30 days of the PM on all machines.
- B. On an annual basis, compliance testing to ensure conformance with state and federal regulations as well as NCRP recommendations will be performed.
 - Fluoroscopy Procedures Guide
 - A. Position exam table, C-arm.
 - B. Allow C-arm to boot up completely.
 - C. Input patient information into C-arm.
 - D. Acquire patient history, verify pregnancy info, and verify proper exam and laterality.
 - E. Properly shield the patient.
 - F. Assist in positioning C-arm.
 - G. The trained professional/surgeon will fluoro only at the surgeons request.
 - H. Press save at the end of exam to save the final exam image taken.
 - I. Move the C-arm back into a safe position so the patient may exit the exam table safely.
 - J. Write down the fluoro time and all other pertinent information in the log book.
 - K. If no other exams are needed, turn off the C-arm.

Policy and Procedure Manual	HARBORSIDE SURGERY CENTER
Chapter 13 DIAGNOSTIC IMAGING SERVICES	Effective Date: 1/2/2014 Revised Date: 01/03/2023

13.07 Employee Safety

POLICY:

- Procedures will be in place to protect employees from exposure to radiation.
- All personnel in the room shall be protected by protective aprons, lead shields, and shields such as thyroid and hand shields.
- Anesthesia personnel shall wear protective devices during the procedure.
- All personnel shall wear radiation monitoring badges whenever there is potential exposure to radiation. If radiation exposure is not monitored, documentation exists within the organization to support this decision.
- Pregnant employees shall inform the administrator of her pregnancy.

PROCEDURE:

1. Personnel should wear lead aprons or stand behind a protective barrier while X-rays are taken. Shielding of the upper chest and neck is recommended for personnel nearest the x-ray tube.
2. Dosimetry badges will be worn during the procedure.
 - a. Badges are read on site quarterly to document individual radiation exposure.
 - b. A staff person is assigned to review and maintain records of individual radiation exposure.
 - c. Records are maintained for a minimum of 3 years.
 - d. Badges are to be worn at the collar level outside protective lead gear.
3. Extra personnel should stand out of the field of exposure if no aprons are available, either out of the room, behind the lead shield or standing behind the person running the machine.
4. Employees selected to hold patients for procedures using radiation-emitting equipment will have access to protective holding devices when the procedure permits.
5. Employees who are pregnant will have limited work assignments in the room using fluoroscopy. All pregnant employees shall wear an additional dosimeter badge at the waist.
6. Lead gloves and aprons will be provided when holding an extremity being exposed for X-ray.
7. Physicians will inform the staff of angle of exposure needed, and the physician will operate the exposure foot pedal.
8. Only qualified x-ray personnel or the physician will take permanent X-rays or operate the exposure foot pedal.
9. Activation of the radiation equipment will be announced by the physician or radiology technician when fluoroscopy is in use so that personnel are protected.
10. Warning signs shall be posted at entrances to ORs and procedure rooms where radiological equipment is in use to alert personnel to potential radiation hazards.

ATTACHMENT 20

STATEMENT OF FINANCIAL ASSUMPTIONS

Assumption and Explanation of Financial Projections

Table 3 and 4

The utilization and financial projections are based on calendar years, i.e., years ending December 31, 2022 through December 31, 2028.

In Tables 1 through 4, the 'Other' sources of revenue and cases include utilization and payment by workers compensation, Tricare, and other Veterans Administration programs.

Gross Patient Service Revenue has been projected in the years 2024 through 2028 by applying a schedule of charge per case to the utilization projections in Tables 1 and 2. The charge per case was calculated based on charges and utilization in 2023, the base year.

Contractual Allowances have been developed through a detailed analysis of payment expected to be received from third party payors. The expected payment per case by each third party payor has been based on the analysis of payment policies in 2023. The total of charges less expected payment is the contractual allowance in each year.

Bad debt expense is projected to be 1.2% of net operating revenue before bad debt expense.

Charity care is projected to be 1.0% of total operating expenses.

Other revenue consists of the charge for implants reduced by credits and refunds, based on experience in 2023.

Salaries, wages, and benefits have been based on salary and benefit expense in 2023. Salaries have been expected to increase at an annual rate of 3.5%. Benefits include payroll taxes, medical and dental care, disability, and paid time off. Each benefit item has been projected as a percentage of salary expense, at rates that differ by the benefit.

Incremental staffing required for the third operating room has been reflected in salary, wage, and benefit expense 2025 through 2028. The additional staffing has been phased in, with the result that two operating room nurses, four pre and post operating room nurses, and two surgical technicians will have been added to the Harborside staff by the end of the projection period.

Contract services are included in the financial projections in Tables 3 and 4. These services include janitorial and waste disposal, clean linen, transcription, dues and subscriptions, education and training, property taxes, local taxes and licensing, IT, accounting, legal, and insurance, among others. Many of these costs vary as a percent of activity, measured by revenue, others are fixed or budgeted.

Supplies expenses include office expense, minor office equipment, postage and mailing, and other administrative expenses.

Other expenses include rent, utilities, maintenance and repairs, and parking fees.

Interest, depreciation, and amortization expense is based on schedules of existing indebtedness and the depreciation and amortization of existing assets of Harborside. The annual depreciation of costs associated with the development of the third operating room has been reflected in the financial projections and is displayed separately in Table 4. The new physical assets have been assumed to be depreciated over a 10 year estimated useful life. Other costs associated with the project are associated with the development of the application for a certificate of need. These costs have been expensed in the current year by Harborside and will not be amortized.

ATTACHMENT 21

LETTER FROM CERTIFIED PUBLIC ACCOUNTANT



May 28, 2024

Wynee Hawk
Director, Center for Health Care Facilities Planning and Development
Maryland Health Care Commission
4160 Patterson Ave
Baltimore, MD 21215

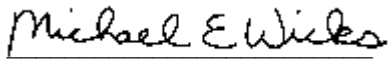
We are independent accountants and consultants and we have read the internally prepared financial statements for Surgcenter at National Harbor, LLC d/b/a Harborside Surgery Center for the year ended December 31, 2023, and for the four-month period ended April 30, 2024. Based on the internally prepared financial statements, we offer the following observations:

	For the year ended December 31, 2023	For the four months ended April 30, 2024
Net Worth, end of period	\$ 30,345,782	\$ 28,774,203
Distributions to Owners	\$ 5,680,000	\$ 2,625,000
Cash Balance, end of period	\$ 997,282	\$ 605,783

Based on Surgcenter at National Harbor, LLC d/b/a Harborside Surgery Center's budgeted conversion cost of \$250,000 and our reading of these internally prepared financial statements as of December 31, 2023 and April 30, 2024, and for the periods then ended, Surgcenter at National Harbor, LLC d/b/a Harborside Surgery Center would have had sufficient liquidity to convert their existing procedure room to an operating room as of these dates.

Sincerely,

Kositzka, Wicks and Company

By: 
Michael E. Wicks, CPA

ATTACHMENT 22

Table L – Manpower

TABLE L. WORKFORCE INFORMATION

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

Job Category	CURRENT ENTIRE FACILITY			PROJECTED CHANGES AS A RESULT OF THE PROPOSED PROJECT THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS)			OTHER EXPECTED CHANGES IN OPERATIONS THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS)			PROJECTED ENTIRE FACILITY THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS)	
	Current Year FTEs	Average Salary per FTE	Current Year Total Cost	FTEs	Average Salary per FTE	Total Cost (should be consistent with projections in Table G, if submitted).	FTEs	Average Salary per FTE	Total Cost	FTEs	Total Cost (should be consistent with projections in Table G)
1. Regular Employees											
Administration (List general categories, add rows if needed)											
ASC Administrator	1.0	\$160,000	\$160,000			\$0			\$0	1.0	\$160,000
Office Manager	1.0	\$118,998	\$118,998			\$0			\$0	1.0	\$118,998
Total Administration	2.0	\$139,499	\$278,998			\$0			\$0	2.0	\$278,998
Direct Care Staff (List general categories, add rows if needed)											
Charge Nurse OR	1.0	\$119,870	\$119,870			\$0			\$0	1.0	\$119,870
Charge Nurse Pre Op Pacu	1.0	\$114,234	\$114,234			\$0			\$0	1.0	\$114,234
Operating Room Nurse	6.0	\$99,332	\$595,991	2.0	\$99,332	\$198,664			\$0	8.0	\$794,655
Pre/Post Operative Nurse	13.5	\$95,821	\$1,293,589	4.0	\$95,821	\$383,286			\$0	17.5	\$1,676,875
Radiology Technologist	0.5	\$91,520	\$45,760			\$0			\$0	0.5	\$45,760
Surgical Tech Supervisor	1.0	\$105,934	\$105,934			\$0			\$0	1.0	\$105,934
Surgical Technologist	5.5	\$91,142	\$501,282	2.0	\$91,142	\$182,284			\$0	7.5	\$683,566
Total Direct Care	28.5	\$97,427	\$2,776,661	8.0	\$95,529	\$764,234			\$0	36.5	\$3,540,895
Support Staff (List general categories, add rows if needed)											
Sterile Technician Dept Supervisor	1.0	\$109,262	\$109,262			\$0			\$0	1.0	\$109,262
Sterile Processing Technician	3.0	\$68,556	\$205,667			\$0			\$0	3.0	\$205,667
Surgery Scheduler	1.0	\$59,072	\$59,072			\$0			\$0	1.0	\$59,072
Medical Receptionist	2.5	\$51,612	\$129,029			\$0			\$0	2.5	\$129,029
Materials Manager	1.0	\$93,122	\$93,122			\$0			\$0	1.0	\$93,122

TABLE L. WORKFORCE INFORMATION[illegible]

TABLE L. WORKFORCE INFORMATION

Administration (List general categories, add rows if needed)											
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
Total Administration			\$0			\$0			\$0	0.0	\$0
Direct Care Staff (List general categories, add rows if needed)											
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
Total Direct Care Staff			\$0			\$0			\$0	0.0	\$0
Support Staff (List general categories, add rows if needed)											
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
Total Support Staff			\$0			\$0			\$0	0.0	\$0
CONTRACTUAL EMPLOYEES TOTAL			\$0			\$0			\$0	0.0	\$0
Benefits (State method of calculating benefits below):											
TOTAL COST	42.5		\$3,820,416	8.0		\$764,234	0.0		\$0		\$4,584,650

ATTACHMENT 23

HARBORSIDE SURGERY CENTER
CODE OF ETHICAL BEHAVIOR

HARBORSIDE SURGERY CENTER

POLICY: 2.10 Code of Ethical Behavior

Effective Date: 7/10/12

SECTION: Governance

Revised Date: 4/24/19,
1/5/2023

POLICY

The Center believes that it has a responsibility to the patients and the community it serves and will conduct business and patient care operations within an ethical framework as defined by the Center's mission, and goals and objectives and as approved by Board of Managers.

Ethical practices include, but are not limited to, all areas of patient rights, billing practices, marketing practices, admission/ transfer/discharge practices, and avoidance of conflict of interest in contractual relationships.

The Center supports the rights of patients to ask and be informed of the existence of business relationships among other health care providers, payors, or networks that may influence the patient's treatment and care.

New lines of services and technology shall be consistent with established policies and are based on safety, efficacy, costs, known experience, availability from other sources, number of individuals who benefit, effect on the business, and the competence and qualifications of staff to provide services/technology.

It is the responsibility of members of the Governing Board, management, medical staff and other staff members, to act in a manner that is consistent with the mission and philosophy of the Center and its supporting policies.

PURPOSE:

To comply with the American College of Physicians' "Ethics Manual" and the American Medical Association's "Principles of Ethics" as they relate to our patients, partners, payers, and the communities we serve

PROCEDURE:

The manner in which business is conducted is guided by the following principles:

- All patients, partners and associates are treated with dignity, courtesy and respect.
- In all of the various settings in which this organization provides patient services, we consistently follow accepted standards of care based upon the needs of the patient.
- We provide care in the most economical manner for patients, payers, and providers.
- We endeavor to provide care that is of comparable quality regardless of the setting in which care is delivered.

The organization constantly strives to adhere to these principles and expands on them through policy statements addressing:

- Fair and accurate representation of our capabilities and ourselves
- Provision of services to meet the identified needs of our patients and constantly seeking to avoid the provisions of those services that are unnecessary, non-efficacious or those surrounded by varied ethical opinion.

HARBORSIDE SURGERY CENTER

- Adherence to a uniform standard of care throughout the organization

Respect for the Patient

We treat all patients with compassion and respect safeguarding their dignity, cultural, psycho-social and spiritual needs. The patient and, with the patients' concurrence, the family, is involved in the decisions regarding treatment alternatives and risks associated with their care. Care, treatment, or services are provided based on patient needs, regardless of compensation or financial risk-sharing with those who work in the organization, including staff and licensed independent practitioners. The safety and quality of care, treatment, or services do not depend on the patient's ability to pay.

Resolution of Conflict

We attempt to resolve conflicts or disagreements fairly and objectively, whether between physician and patient or caregivers and the patient. When a satisfactory resolution cannot be achieved, a multi-disciplinary approach is utilized in considering the patient's rights and wishes. It is policy to disclose the organization's owners and controlling partners, and whether the facility is licensed.

Billing and Marketing Practices

Patients receive information about charges for which they will be responsible for prior to day of surgery via a phone call as well as on the day of surgery during check-in. If a patient is added on the day before or the day of surgery, every attempt will be made to inform the patient of their financial responsibility prior to arriving at the surgery center. The Center bills patients or third-party payers only for services actually provided to the patient. Assistance is provided to patients seeking to understand the cost relative to their care. Marketing practice truthfully reflect the Center and its available services.

Confidentiality

The Center recognizes the need to maintain patient and other information in a confidential manner.

As such, health information, identifying and individual is not used or disclosed other than for treatment, payment or health care operations purposes or for certain public protection purposes authorized by law, unless authorized by the patient.

Except for treatment purposes, in those instances where use or disclosure of patient information is authorized by law or by the patient, such use or disclosure involves only the minimum amount of the patient's information necessary to accomplish the purpose of such use or disclosure.

Self-Treatment or Treatment of Immediate Family Members

In order to preserve professional objectivity and in accordance with Medicare payment guidelines, physicians do not treat members of their immediate family or a member of their household. (42 CFR 411.12)

Physicians do not provide treatment for themselves.

Physicians do not write prescriptions for controlled substances for themselves or immediate family members.

Definitions:

HARBORSIDE SURGERY CENTER

Immediate relative means any of the following:

- Husband or wife
- Natural or adoptive parent, child or sibling
- Stepparent, stepchild, stepbrother or stepsister
- Father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law

Member of Household means any person sharing a common abode as part of a single-family unit, including domestic employees and others who live together as a family unit. A roomer or boarder is not considered a member of household.

ATTACHMENT 24

INTERPRETIVE 1.08
INTERPRETIVE SERVICES

Harborside Surgery Center

POLICY:	1.08 Interpreter Services	Effective Date:	1/02/2018
SECTION:	Rights of Patients	Revised Date:	1/04/2021 1/08/2024

PURPOSE

To effectively communicate with patients and families so that information and instructions pertinent to their admission and care in the facility is clearly understood.

POLICY

The Center will attempt to identify interpreter needs prior to admission to the facility when indicated.

PROCEDURE:

Language needs are determined for each patient prior to the patient's arrival at the surgery center. Such information may be obtained from the physician's office at the time of scheduling or during the pre-op call. Information regarding the patient's primary language is recorded in the patient's medical record. An interpreter will be provided as needed at no cost to the patient or family.

ATTACHMENT 25

AAAHC SURVEY REPORT,
MARCH 15, 2023 – MARCH 16, 2023

v42 AAAHC Survey Report



Surgcenter at National Harbor, LLC

DBA: Harborside Surgery Center

Organization ID: 99858

National Harbor, Maryland

March 15, 2023 to March 16, 2023

Information Regarding the AAAHC Survey Report

This *Survey Report* is used in conjunction with the *v42 Accreditation Handbook for Ambulatory Health Care*. This Survey Report reflects an evaluation of the organization's compliance with the standards as stated in the *Handbook*.

Evaluation of the Standards

FC -- Fully Compliant indicates that all required elements of the standards are present.

SC -- Substantially Compliant

PC -- Partially Compliant

MC -- Minimally Compliant

NC -- Non-Compliant

The above four compliance levels are determined by the number of elements present for each standard.

NA -- Not Applicable indicates that the standard does not apply to the organization. Items found to be NA, should not be counted against the organization when determining scoring for compliance to the standard.

NS -- Not Surveyed indicates that the standard was not reviewed at this survey. Solely applies to focused surveys which review specified standards.

AAAHC maintains no responsibility for any work that an organization completes pursuant to any survey report or plan of correction, whether preliminary or final. Any corrective actions are undertaken at the discretion of the organization.

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

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

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

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

Chapter 1 - Patient Rights and Responsibilities			
Standard		Compliance Rating	Comments
	An accreditable organization recognizes the basic human rights of patients. Such an organization meets the following Standards.		
	Overall Chapter Compliance Level	Fully Compliant	Harborside Surgery Center provides respect for individual patient rights, and privacy was well-maintained during the survey. A copy of Patient Rights and Responsibilities and notice of the pending AAAHC survey was posted clearly for patients on the surgery center door.
1.A	Patients are treated with respect, consideration, and dignity.	Fully Compliant	During the survey, patient privacy was maintained. The clinical team treated patients, visitors, and each other with kindness, respect, and dignity.
	Elements of Compliance		
1.A.1	Patients are provided appropriate privacy:	Yes	Privacy was respected throughout the survey observation.
1.A.1.a	At check-in.	X	
1.A.1.b	In evaluation and treatment areas.	X	
1.A.2	Interpretation services are available.	Yes	Interpretation services are provided via language line and electronic translation equipment.
1.A.3	To the degree that it is known, patients are provided with information concerning their diagnosis, evaluation, treatment, and prognosis. When it is medically inadvisable to give such information to a patient, the information is provided to a person designated by the patient or to a legally authorized person.	Yes	In pre-op, the surgeon and anesthesiologist provided the patient with a thorough explanation of the medical and anesthesia plan for treatment and allowed time for questions from the patient.
1.A.4	Patients are given the opportunity to participate in decisions involving their health care, except when such participation is contraindicated for medical reasons.	Yes	During the survey observation, the patient actively participated in care.
1.B	Prior to receiving care, patients are informed of their rights.	Fully Compliant	Patients are provided a written copy of patient rights as specified in Standard.
	Elements of Compliance		
1.B.1	Patients and staff are informed of patient rights.	Yes	

1.B.2	Patients and staff are informed of how to voice grievances regarding treatment or care.	Yes	The process for voicing a complaint is listed on the Patient Rights notice. Complaints are tracked on an electronic log with no current complaints reported.
1.B.3	Patients and staff are informed of methods for providing feedback, including complaints.	Yes	
1.B.4	Patients and staff are informed of the patient's right to change providers if other qualified providers are available.	Yes	
1.B.5	Patients and staff are informed about advance directives, as required by prevailing laws and regulations.	Yes	Patients are provided information about advanced directives as required by Maryland state law and the center-specific policy.
	References / Notes For information about patient rights, refer to Standards related to patient respect, consideration, and dignity.		
1.C	Prior to receiving care, patients are informed of their responsibilities.	Fully Compliant	Patients are provided with a list of individual responsibilities to facilitate safe clinical care.
	Elements of Compliance		
1.C.1	Patients are informed of the responsibility to provide complete and accurate information to the best of their ability about their health, any medications taken, including over-the-counter products and dietary supplements, and any allergies or sensitivities.	Yes	Before admission to the center, patients are called by a registered nurse to review their health history, including all medications and allergies, with a description of the reactions and sensitivities.
1.C.2	Patients are informed of the responsibility to follow the agreed-upon treatment plan prescribed by their provider and participate in their care.	Yes	During the survey case observation, the physician and registered nurse verbally reviewed detailed discharge instructions with the patient and responsible adult before discharge.
1.C.3	Patients are informed of the responsibility to provide a responsible adult to provide transportation home and to remain with him/her as directed by the provider or as indicated on discharge instructions.	Yes	
1.C.4	Patients are informed of the need to accept personal financial responsibility for any charges not covered by insurance.	Yes	Patients are provided their financial responsibility, and payment arrangements are verified before admission to the surgery center.
1.C.5	Patients are informed of the responsibility to behave respectfully toward all health care professionals and staff, as well as other patients and visitors.	Yes	
1.D	Information about the organization is available to patients.	Fully Compliant	Patients receive a brochure that includes information about the services provided by the surgery center. A secure electronic patient portal collects health information from the patient before admission to the surgery center.

	Elements of Compliance		
1.D.1	Information about services provided by the organization is available.	Yes	
1.D.2	Information about provisions for after-hours and emergency care is available.	Yes	This information is included in printed patient discharge instructions.
1.D.3	Information about fees for services is available.	Yes	
1.D.4	Information about payment policies is available.	Yes	
1.D.5	Information about the credentials of health care professionals is available.	Yes	
1.D.6	Information about the absence of malpractice coverage is available.	NA	
	Consultative Comments		<u>Consultative Comments</u>

Chapter 2 - Governance - General Requirements I			
Standard		Compliance Rating	Comments
	An accreditable organization has a governing body that sets policy and is responsible for the organization. Such an organization meets the following Standards:		
	Chapter 2.I - General Requirements: This subchapter describes general requirements for an organization and its governing body.		
	Overall Chapter Compliance Level	Fully Compliant	Harborside Surgery Center relocated to a 20,000 sq. ft. facility on the second floor of a multi-tenant office building. Surgical procedures began on February 21, 2023. The Board of Managers serves as the governing body and is responsible for the safe and efficient relocation of the surgery center. The Administrator coordinated and managed the relocation in collaboration with the Medical Director. The Quality Committee and Medical Executive Committee hold oversight of daily operations to ensure high-quality, safe, and orderly operations of the surgery center. The required federal, state, regulatory, and local inspections were secured before starting patient care.
2.I.A	The organization is a legally constituted entity, or an organized sub-unit of a legally constituted entity, or is a sole proprietorship in the state(s) in which it is located and provides services, as documented by at least one of the following: articles of organization, articles of incorporation, partnership agreement, operating agreement, legislative or executive act, or bylaws, unless the organization is a sole proprietorship.	Fully Compliant	Harborside Surgery Center is legally constituted and licensed by the state of Maryland. The ownership and articles of organization are present.
2.I.B	The governing body is responsible for establishing strategic direction and supporting its accomplishment.	Fully Compliant	The Board of Managers serves as the governing body and has defined the strategic direction of the surgery center.
	Elements of Compliance		
2.I.B.1	The governing body determines the mission, goals, and objectives of the organization.	Yes	The surgery center's mission, goals, and objectives are documented in the center's policy and approved by the governing body.
2.I.B.2	The governing body formulates long-range plans in accordance with the mission, goals, and objectives of the organization.	Yes	Long-range strategic plans and objectives are present in the ASC's documents.
2.I.B.3	The governing body ensures that facilities and personnel are adequate and appropriate to carry out the mission.	Yes	Based on an interview with the Administrator and documentation of in-service education, evidence was provided to support adequate personnel to relocate the surgery.

2.I.C	The governing body addresses and is fully and legally responsible, either directly or by appropriate professional delegation, for the operation and performance of the organization.	Fully Compliant	The annual governing body approvals and delegations of authority for administrative and clinical operations are reflected in the Quality Committee meeting minutes and yearly goals.
	Elements of Compliance		
2.I.C.1	The governing body establishes an organizational structure and specifies functional relationships among various components of the organization.	Yes	The organizational governance chart reflects the center leaders' functional relationships and daily operations of components of the surgery center.
2.I.C.2	The governing body adopts bylaws or similar rules and regulations for the orderly development and management of the organization.	Yes	The governing body's responsibilities are in a written policy and define the delegation of authority to ensure the orderly management of the surgery center.
2.I.C.3	The governing body adopts policies and procedures necessary for the orderly conduct of the organization, including the organization's scope of clinical activities.	Yes	The scope of clinical activities is well-defined and approved annually by the governing body.
2.I.C.4	The governing body establishes a system of financial management and accountability appropriate to the organization.	Yes	
2.I.C.5	The governing body ensures fulfillment of all applicable obligations under prevailing laws and regulations, such as those addressing disabilities, medical privacy, grievances, fraud and abuse, self-referral, anti-trust, reporting to the National Practitioner Data Bank, etc.	Yes	The center uses ongoing OIG and NPDB query systems. A written Code of Ethics and Compliance programs are in place.
2.I.C.6	The governing body oversees compliance with applicable AAAHC Standards.	Yes	Evidence of oversight and adherence to AAAHC standards are reflected in the Quality Committee, Medical Executive Committee, and the governing body meeting minutes.
2.I.C.7	The governing body approves products sold to patients.	NA	The organization does not directly sell products to patients.
	References / Notes For information on the National Practitioner Data Bank, see http://www.npdb-hipdb.hrsa.gov .		
2.I.D	The governing body addresses and is fully and legally responsible, either directly or by appropriate professional delegation, for the clinical operations and performance of the organization.	Fully Compliant	The governing body has delegated the Administrator authority for clinical and administrative operations in collaboration with the Quality Committee, Medical Director, and Medical Executive Committee.
	Elements of Compliance		
2.I.D.1	The governing body is responsible for the employment or contracting of health care professionals.	Yes	The Administrator and/or Medical Executive Committee reports the employment status of personnel and the appointment of credentialed professionals to the governing body for review and approval.

2.I.D.2	The governing body establishes and maintains a policy on the rights and responsibilities of patients.	Yes	
2.I.D.3	The governing body establishes and maintains a written policy regarding the care of pediatric patients.	Yes	The scope of care includes adults and pediatrics. A pediatric policy is present and approved by the governing body.
2.I.D.4	The governing body ensures that the quality of care is evaluated and that identified problems are appropriately addressed.	Yes	The governing body approved the Quality Improvement Plan that includes monitoring high-risk, problem-prone areas and the quality of care provided.
2.I.D.5	The governing body establishes, implements and oversees a risk management program appropriate to the organization that includes review of risk management activities.	Yes	The risk management and safety programs are well-established and are under the direction of the OR Manager.
2.I.D.6	The governing body establishes, implements and oversees the organization's infection control and safety programs to ensure a safe environment of care.	Yes	The governing body approved the infection control and safety programs. The administrator reports on progress and audit results to the governing body during quarterly meetings.
2.I.D.7	The governing body establishes policies on patient education and continuing education for staff.	Yes	
2.I.E	The governing body is responsible for approving and ensuring compliance of all major contracts or arrangements affecting the medical and/or dental care provided under its auspices.	Fully Compliant	Patient care contracts are approved by the governing body and are being monitored for the quality of services provided.
	Elements of Compliance		
2.I.E.1	The governing body approves and ensures compliance with contracts or arrangements for the provision of external services, such as those for radiology, pathology, medical laboratory, and housekeeping services.	Yes	In collaboration with the governing body, the Administrator reviews and approves the continuation of external service agreements and contracts and is actively updating demographic details with contracted vendors where applicable.
2.I.E.2	The governing body approves and ensures compliance with contracts or arrangements for provision of education to students and postgraduate trainees.	Yes	The organization allows licensed physician surgeon fellows to participate in care. A well-defined teaching agreement is in place and has been approved by the Medical Director and governing body.
2.I.E.3	The governing body approves and ensures compliance with contracts or arrangements for the provision of after-hours patient information or telephone triage services, including the review of protocols.	Yes	
2.I.E.4	The governing body approves and ensures compliance with contracts or arrangements with The Centers for Medicare & Medicaid Services (CMS) requirements, if the organization participates in the Medicare/Medicaid program.	Yes	The organization is CMS-certified and obtained a letter from CMS approving the relocation and opening of the surgery center.
2.I.E.5	The governing body approves and ensures compliance with contracts or arrangements for activities or services delegated to another entity.	Yes	

2.I.E.6	The governing body ensures that services rendered under all major contracts or arrangements are provided in a safe and effective manner.	Yes	The Administrator is responsible for monitoring the quality and safety of major contracts and reports annually to the governing body for approval.
2.I.F	The governing body is responsible for ensuring appropriate communication within and on behalf of the organization.	Fully Compliant	The governing body has delegated the Administrator and leadership committees to ensure communication is active and effective throughout the organization.
	Elements of Compliance		
2.I.F.1	The governing body reviews all legal and ethical matters concerning the organization and its staff, and responds appropriately when necessary.	Yes	
2.I.F.2	The governing body ensures maintenance of effective communication throughout the organization, including ensuring links between quality management and improvement activities and other management functions of the organization.	Yes	Meeting minutes of the Quality Committee and Medical Executive Committees are reviewed by the governing body.
2.I.F.3	The governing body ensures that marketing, advertising and other statements regarding the competence and capabilities of the organization are not misleading.	Yes	
2.I.F.4	Evidence is present that policies, procedures and other information are communicated throughout the organization, as documented in staff meeting minutes, emails, intranet, manuals, and other forms of communication.	Yes	Information is communicated throughout the facility as evidenced by a review of staff meeting minutes, committee minutes, and policies.
2.I.F.5	Evidence is present of organizational procedures to permit appropriate responses to inquiries from entities such as, but not limited to, government agencies, attorneys, consumer advocate groups, and the media.	Yes	
2.I.G	The governing body meets at least annually, or more frequently as determined by the governing body, as evidenced by minutes or other records kept as necessary for the orderly conduct of the organization.	Fully Compliant	The governing body meets on an annual and as-needed basis.
2.I.H	Within 15 calendar days of significant organizational, ownership, operational, or quality of care events, the organization notifies AAAHC of the event in writing.	Fully Compliant	The organization is aware of this standard; based on a discussion with the Administrator, the relocation of the surgery center was communicated to AAAHC.
	References / Notes See the AAAHC policies and procedures for additional information regarding events that must be reported to AAAHC.		
2.I.I	Representation of accreditation to the public accurately reflects the AAAHC-accredited entity.	Fully Compliant	The AAAHC accreditation notice is nicely displayed in the patient waiting area.
2.I.J	Documentation demonstrates at least annual governing body review of AAAHC accreditation requirements.	Fully Compliant	The annual meeting of the Board of Managers minutes reflects a review of the AAAHC requirements.

	Elements of Compliance		
2.I.J.1	Patient's rights are reviewed.	Yes	
2.I.J.2	Delegated administrative responsibilities are reviewed.	Yes	As reflected in the Board of Manager's annual meeting, the administrative responsibilities of the surgery center are reviewed.
2.I.J.3	Key programs are reviewed:	Yes	
2.I.J.3.a	The quality management and improvement program is reviewed.	X	
2.I.J.3.b	The infection prevention and control program is reviewed.	X	
2.I.J.3.c	The safety program is reviewed.	X	
2.I.J.4	The organization's policies and procedures are reviewed.	Yes	
2.I.J.5	The appointment and reappointment processes are reviewed.	Yes	
2.I.J.6	The scope of procedures performed, and/or services provided, by the organization is reviewed.	Yes	
2.I.J.7	Revisions are made as needed to maintain compliance.	Yes	
2.I.K	The authority, responsibility and functions of officers and administrators elected, appointed, or employed to carry out governing body directives are clearly defined by the governing body.	Fully Compliant	
	Consultative Comments		<u>Consultative Comments</u>

Chapter 2 - Governance - Credentialing and Privileging II

Standard		Compliance Rating	Comments
	Chapter 2.II - Credentialing and Privileging: This subchapter describes the requirements for credentialing and privileging of health care professionals to provide patient care in an accreditable organization. Organizations may find the Tools section located in the back of the Handbook helpful in creating medical staff applications.		
	Credentialing is a three-phase process of assessing and validating the qualifications of an individual to provide services. The objective of credentialing is to establish that the applicant has the specialized professional background that he or she claims and that the position requires. An accreditable organization: 1) establishes minimum training, experience, and other requirements (i.e., credentials) for physicians and other health care professionals; 2) establishes a process to review, assess, and validate an individual's qualifications, including education, training, experience, certification, licensure, and any other competence-enhancing activities against the organization's established minimum requirements; and 3) carries out the review, assessment, and validation as outlined in the organization's description of the process.		
	Overall Subchapter Compliance Level	Fully Compliant	The credentialing and privileging process is well-defined in policies and procedures and the medical staff bylaws. The organization recently implemented credentialing software to support the process, and files are being transitioned from paper to electronic.
	Number of credential files reviewed during the survey:	10	A sample of surgeons, anesthesiologists, and allied health professionals (Physician Assistant-PA, Nurse Practitioner-PA, two Certified Registered Nurse Anesthetist-CRNA).
	Description of how files were selected:		A random sample of credentialed providers and selected files include the Medical Director and Director of Anesthesia.
2.II.A	The medical and/or dental staff is accountable to the governing body through a credentialing, privileging, and reappointment process for which the governing body is responsible.	Fully Compliant	The organized medical staff includes designated physician leaders appointed over clinical programs, a Medical Director, and Medical Executive Committee (MEC) that reports to the governing body.
	Elements of Compliance		
2.II.A.1	The governing body has defined specific criteria for the initial appointment and reappointment of medical staff.	Yes	The credentialing and privileging process is well-defined in policies and procedures and the medical staff bylaws.
2.II.A.2	The criteria for initial appointment and reappointment are uniformly applied.	Yes	

2.II.A.3	Applications for clinical privileges are processed according to timeframes specified in bylaws and/or policies.	Yes	Ten out of the ten credential files were processed by the credentialing team and presented to the MEC and governing body within the defined timeframe of two years.
2.II.A.4	The organization has its own independent process of credentialing and privileging.	Yes	
	<p>References / Notes</p> <p>Credentials may not be approved, nor privileges granted without further review, solely on the basis that another organization, such as a hospital, approved credentials or granted privileges. Such status at another organization may be included in the governing body's consideration of the application.</p>		
2.II.B	The governing body has approved processes for credentialing, privileging and reappointment of the medical and/or dental staff.	Fully Compliant	The governing body approved the credentialing, privileging, and reappointment criteria and policies.
	Elements of Compliance		
2.II.B.1	A process for credentialing has been approved.	Yes	
2.II.B.2	A process for initial appointment has been approved.	Yes	The medical staff bylaws define criteria for an initial appointment and a timeframe of one year.
2.II.B.3	A process for reappointment has been approved.	Yes	The approved reappointment process is every two years.
2.II.B.4	A process for granting clinical privileges has been approved.	Yes	
2.II.B.5	A process for suspending or terminating clinical privileges has been approved.	Yes	The medical staff bylaws define provisions for terminating clinical privileges.
2.II.B.6	A process for the appeal of decisions to suspend or terminate privileges has been approved.	Yes	
2.II.B.7	Processes for initial appointment, reappointment, and assignment or curtailment of clinical privileges of medical staff members are consistent with state law, if applicable.	Yes	
2.II.C	On a formal application for initial staff privileges, the applicant is required to provide sufficient evidence of training, experience, and current documented competence in performance of the procedures for which privileges are requested.	Fully Compliant	Initial medical staff credentialing application, attestation, and release of liability were present in ten out of the ten files. Sanctions or other notable activity was explained on a separate note when indicated.
	Elements of Compliance		

2.II.C.1	Information regarding relevant education, training, and experience is obtained.	Yes	
2.II.C.2	Peer references are obtained to document current competence.	Yes	Initial peer references were present in ten out of the ten files.
2.II.C.3	A current state license is obtained.	Yes	
2.II.C.4	Information is obtained from the National Practitioner Data Bank (NPDB).	Yes	Initial query from the NPDB is present in each file, and the organization participated in ongoing NPDB queries.
2.II.C.5	Drug Enforcement Administration (DEA) registration information is obtained, if applicable.	Yes	The state and federal DEA registration is obtained.
2.II.C.6	Proof of current medical liability coverage meeting governing body requirements, if any, is obtained.	Yes	All members of the medical staff retain liability coverage.
	References / Notes NPDB Continuous Query is an acceptable option for meeting this requirement. For information on the National Practitioner Data Bank, see https://www.npdb.hrsa.gov/		
2.II.D	The application for initial staff privileges includes written attestation from the applicant addressing other information pertinent to the appointment and privileging processes.	Fully Compliant	Ten out of the ten provider files included a signed attestation for requested privileges.
	Elements of Compliance		
2.II.D.1	The application includes professional liability information:	Yes	
2.II.D.1.a	Claims history.	X	
2.II.D.1.b	Refusal or cancellation of professional liability coverage.	X	
2.II.D.2	The application includes information on licensure revocation, suspension, voluntary relinquishment, licensure probationary status, or other licensure conditions or limitations.	Yes	
2.II.D.3	The application includes information about complaints or adverse action reports filed against the applicant with a local, state, or national professional society or licensure board.	Yes	
2.II.D.4	The application includes information about denial, suspension, limitation, termination, or nonrenewal of professional privileges at any hospital, health plan, medical group, or other health care entity.	Yes	
2.II.D.5	The application includes information about federal actions or sanctions including DEA and Medicare/Medicaid.	Yes	The organization participated in ongoing federal action queries.

2.II.D.6	The application includes information about conviction of a criminal offense (other than minor traffic violations).	Yes	
2.II.D.7	The application includes information about current physical, behavioral health, or chemical dependency problems that would interfere with the ability to provide high-quality patient care and professional services.	Yes	Health questions are included in the reapplication process.
2.II.E	The application for initial staff privileges is accurate and complete.	Fully Compliant	Staff privilege forms were present, complete in each file, and signed by the providers. Several copies of the DOPs were scanned into the files. Documentation of requests for privileges and approvals varied on paper forms. This observation was discussed with the administrator.
	Elements of Compliance		
2.II.E.1	The application includes a formal statement releasing the organization from any liability in connection with credentialing decisions.	Yes	
2.II.E.2	The application includes the applicant's attestation to the accuracy and completeness of the application and additional information provided.	Yes	
2.II.E.3	The application includes the applicant's dated signature.	Yes	
2.II.F	Upon receipt of a completed and signed initial application, primary or secondary source verification of credentials is conducted in accordance with the organization's written procedures for credentialing.	Fully Compliant	Primary source verification of credentials, education, and licensure was present in each file sampled.
	Elements of Compliance		
2.II.F.1	Written procedures are present.	Yes	
2.II.F.2	Credentials are verified using primary and/or secondary sources.	Yes	
	<p>References / Notes</p> <p>An accreditable organization may use information provided by a Credentials Verification Organization (CVO) after proper assessment of the capability and quality of the CVO. A CVO may demonstrate such capability and quality by becoming accredited or certified by a nationally recognized accreditation organization. Accredited organizations are required to conduct primary or secondary source verification of the items on the formal application for initial staff privileges, unless a CVO, or other organization performing primary source verification that is accredited or certified by a nationally recognized body, is used. If the organization uses a CVO or another organization to verify credentials, those entities must perform primary source verification unless such sources do not exist or are impossible to verify.</p>		
2.II.G	Members of the medical and/or dental staff apply for reappointment every three years, or more frequently if prevailing laws and regulations, or organizational	Fully Compliant	Credentialing policies and medical staff bylaws required reappointment every two years.

	policies, so stipulate.		
	Elements of Compliance		
2.II.G.1	Applicants are required to complete a formal reappointment application.	Yes	
2.II.G.2	The reappointment application includes, at minimum:	Yes	
2.II.G.2.a	Updated personal information.	X	
2.II.G.2.b	Completed attestation questions.	X	
2.II.G.2.c	Dated signature of the applicant.	X	
	References / Notes For more information about attestation questions, reference Standards for the application for initial staff privileges.		
2.II.H	Upon receipt of the completed reappointment application, primary or secondary source verification is conducted.	Fully Compliant	The medical staff, bylaws, and credentials policy require a completed application and primary and secondary source verification.
	References / Notes Items requiring primary and secondary source verification are the same as the formal application for initial staff privileges, e.g., current state license, NPDB report. Please refer to those Standards for more information.		
2.II.I	The governing body makes appointment and reappointment decisions following review of the applications or based on recommendations from an internal delegate.	Fully Compliant	The Board of Managers meeting minutes reflect the appointments of the medical staff. The approval signatures were present, although challenging to verify in the electronic files.
	Elements of Compliance		
2.II.I.1	Applications are reviewed by the governing body or its delegate.	Yes	
2.II.I.2	If the governing body delegates responsibility for reviewing the applications, documentation of the delegation is present.	Yes	The MEC and Quality Committee are appointed to review credential files and make recommendations to the governing body. The MEC and Quality Committee meeting minutes reflect a review of credential files and appointment decisions.
2.II.I.3	Peer references and/or peer review activities and results, completed in accordance with AAAHC Standards for peer review, are incorporated into the decision process.	Yes	Peer references are used at initial appointments, and peer review audits and provider evaluations are used as part of reappointment decisions.

2.II.I.4	Appointment and reappointment decisions made by the governing body are documented.	Yes	
	<p>References / Notes</p> <p>In this context, "delegate" refers to an internal reviewer or reviewers, e.g., the Medical Director or a Committee that provides recommendations for appointment and reappointment to the governing body. The governing body remains responsible for making appointment and reappointment decisions. Such delegation is not an option for solo providers because a separate Standard requires review by an outside provider.</p>		
2.II.J	The currency of date-sensitive credentialing and privileging information is monitored and documented on an ongoing basis (at minimum, at expiration, appointment, and re-appointment).	Fully Compliant	The approval signatures, although present for each level of approval, were challenging to verify in the electronic files.
	Elements of Compliance		
2.II.J.1	Ongoing monitoring of licensure is documented.	Yes	
2.II.J.2	Ongoing monitoring of DEA registrations is documented.	Yes	
2.II.J.3	Ongoing monitoring of Board certifications, as applicable, is documented.	Yes	
2.II.J.4	Ongoing monitoring of professional liability insurance (if required) is documented.	Yes	
2.II.K	Solo providers adhere to appropriate credentialing, initial appointment and reappointment procedures.	Not Applicable	
	Elements of Compliance		
2.II.K.1	The provider is required to complete an application or reapplication, and the documentation is present in the credentials file.	NA	
2.II.K.2	Documentation in the credentials file includes a list of procedures that may be performed, or services that may be provided, by the provider in the organization/practice setting.	NA	
2.II.K.3	To ensure currency, accuracy, and completeness of credentials, the provider's credentials file is reviewed by an outside physician (for a medical practice) or an outside dentist (for a dental practice) at least every three years, or more frequently if state law or organizational policies so stipulate.	NA	
2.II.K.4	An outside physician (for medical practices) or dentist (for dental practices) has reviewed the granting of privileges and provided documentation of his/her recommendation.	NA	

2.II.K.5	Applications for privileges submitted by other providers are processed in the same manner.	NA	
	References / Notes For documentation required in the credentials file refer to Standards for the formal application for initial staff privileges.		
	Privileging is a three-phase process. The objective of privileging is to determine the specific procedures and treatments that a health care professional may perform. An accreditable organization: 1) determines the clinical procedures and treatments that are offered to patients; 2) determines the qualifications related to training and experience that are required to authorize an applicant to obtain each privilege; and 3) establishes a process for evaluating the applicant's qualifications using appropriate criteria and approving, modifying, or denying any or all requested privileges in a nonarbitrary manner		
2.II.L	Privileges to carry out specified procedures are granted to legally and professionally qualified applicants.	Fully Compliant	Privileges are granted based on written requests and individual qualifications.
	Elements of Compliance		
2.II.L.1	Privileges are granted based on:	Yes	
2.II.L.1.a	The applicant's written request for privileges.	X	
2.II.L.1.b	Qualifications for the services provided by the organization.	X	
2.II.L.1.c	Recommendations from qualified medical or dental personnel.	X	
2.II.L.2	Privileges are granted to the health care professional to practice for a specified period of time.	Yes	The reappointment timeframes are every two years.
2.II.M	The governing body provides a process for the initial appointment, reappointment, and assignment or curtailment of privileges and practice for allied health care professionals.	Fully Compliant	The medical staff bylaws define processes for appointments, reappointment, granting or curtailing clinical privileges.
	Elements of Compliance		
2.II.M.1	The process is consistent with state law.	Yes	
2.II.M.2	The process includes verification of education, training, experience, and current competence.	Yes	
2.II.M.3	The process includes primary or secondary source verification of licensure or certification, as applicable.	Yes	

	Consultative Comments		<p><u>Consultative Comments</u></p> <p>Consider a way to display the appointment approval signatures in the electronic credentialing software.</p> <p>Suggest developing a streamlined approach to managing the various clinical specialty delineation of privilege forms to ensure requested privileges and supervision are reflected consistently.</p>
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Chapter 2 - Governance - Peer Review III

Standard		Compliance Rating	Comments
	Chapter 2.III - Peer Review: An accreditable organization maintains an active and organized process for peer review that is integrated into the quality management and improvement program. Accredited organizations may determine which health care professionals can peer review each other, within the following guidelines: 1) differently licensed practitioners reviewing each other must be privileged to provide similar services to similar patients; and 2) prevailing laws must permit peer review by differently licensed practitioners.		
	Overall Subchapter Compliance Level	Fully Compliant	Medical staff members conduct peer reviews to ensure high-quality, safe care and efficient utilization of the resources. Peer review also assists in maintaining ongoing high-quality care through analysis, assessment, and evaluation of clinical practices among all specialties at Harborside Surgery Center.
2.III.A	Each physician, dentist or health care professional is reviewed by at least one similarly-privileged and/or similarly-licensed peer.	Fully Compliant	Peer review documents provide evidence that a similar licensed individual conducts audits for providers.
2.III.B	In organizations with solo practitioners, an outside peer provides peer review.	Not Applicable	
2.III.C	Privileged health care professionals participate in the development and application of peer review criteria.	Fully Compliant	Healthcare professionals participate in the development of a standardized tool that is designed to incorporate a variety of clinical specialties and risk factors.
	Elements of Compliance		
2.III.C.1	Privileged health care professionals participate in the development and application of the peer review criteria used to evaluate the care they provide.	Yes	Peer review criteria are used to evaluate clinically relevant care.
2.III.C.2	Clinical care is selected for review on an ongoing basis.	Yes	
2.III.C.3	The selection process for care to be reviewed applies to all similarly privileged health care professionals.	Yes	
2.III.C.4	All clinical incidents are reviewed in accordance with the organization's peer review policies and procedures.	Yes	
2.III.C.5	All privileged health care professionals are reviewed at least annually by a peer or supervising health care professional.	Yes	A sample of credential files included a periodic evaluation by a supervising provider or as part of ongoing peer review criteria.
	References / Notes See glossary for the definition of "Incident".		

2.III.D	Ongoing monitoring of important aspects of the care provided by physicians, dentists, and other health care professionals is conducted.	Fully Compliant	In addition to a random review of medical records, peer review includes adverse events and hospital transfers. Peer review outcomes are integrated into the risk management and safety programs.
	Elements of Compliance		
2.III.D.1	Data are collected in an ongoing manner.	Yes	
2.III.D.2	The data are periodically evaluated to identify trends or occurrences that affect patient outcomes.	Yes	Data are reviewed to identify unfavorable trends for further assessment and improvement as indicated.
2.III.D.3	The data are used to establish internal benchmarks against which performance is compared to identify areas in which improvement is needed.	Yes	
2.III.E	The results of peer review activities are reported to the governing body.	Fully Compliant	MEC and Quality Committee minutes review the results of peer review activities and reports to the governing body.
2.III.F	The results of peer review are used as part of the process for granting continuation of clinical privileges.	Fully Compliant	The credential files contained evidence that peer-review results were considered for reappointment decisions.
2.III.G	Ongoing professional development and the improvement of staff performance are supported.	Fully Compliant	The medical staff participates in ongoing clinical education and expanding the surgical program. Joint replacement surgeons also participate in internal and external benchmarking programs.
	Elements of Compliance		
2.III.G.1	Convenient access to reliable, up-to-date information pertinent to the organization's clinical, educational, administrative, and research services is provided.	Yes	
2.III.G.2	As demonstrated in the organization's policies or procedures, health care professionals are encouraged to participate in internal or external educational programs and activities, consistent with the organization's mission, goals, and objectives.	Yes	
	Consultative Comments		<u>Consultative Comments</u> Consider expanding the clinical indicators options among clinical specialties.

Chapter 3 - Administration			
Standard		Compliance Rating	Comments
	An accreditable organization is administered in a manner that ensures the provision of high-quality health services and that fulfills the organization's mission, goals, and objectives. Organizations may find it helpful to use the Personnel Records Worksheet, found in the Tools section of the Handbook, to evaluate compliance with some Standards found in this chapter.		
	Overall Chapter Compliance Level	Fully Compliant	Administrative policies, procedures, and financial controls are in place to ensure the orderly hiring and management of the surgery center. In collaboration with the Board of Managers, the Administrator is responsible for hiring practitioners, financial oversight of the surgery center, and reporting to the governing body.
	Number of personnel files reviewed during the survey:	8	
	Description of how files were selected:		A random selection of registered nurses and technicians. Selected files include the Administrator, Infection control Specialist, and Sterile Processing technician.
3.A	Administrative policies, procedures, and controls adopted by the governing body are implemented to ensure the orderly and efficient management of the organization.	Fully Compliant	The governing body has adopted administrative policies and procedures to ensure orderly and efficient management of the surgery center.
	Elements of Compliance		
3.A.1	All policies adopted by the governing body are appropriate for the organization given the services provided and the patients served.	Yes	
3.A.2	As evidenced by the personnel files, all staff employed possess at least the minimum qualifications, experience, competencies, and licensure and/or certification required for their positions.	Yes	The reviewed employee files indicated qualifications are consistent with the job responsibilities. Appropriate licensure and certification were present in eight out of the eight files.
3.A.3	Written job descriptions define and delineate functional responsibilities, authority and qualifications including licensure and/or certification.	Yes	Eight out of the eight files contained signed job descriptions.
3.A.4	Written policies and procedures, as well as other documentation such as (but not limited to) meeting minutes and educational materials, indicate that all reasonable steps are taken to comply with applicable laws and regulations.	Yes	Safeguards are in place to protect and secure organizational documents.
3.A.5	Evidence is present that official organizational documents such as governing body meeting minutes, corporate organizational documents, bylaws and other	Yes	The data on patients and personnel are secured, and confidentiality is maintained.

	similar records are properly filed, secured and safeguarded.		
3.B	Fiscal controls are in place to protect the assets of the organization.	Fully Compliant	Ongoing financial monitoring is performed by the administrator and business office personnel. The financial performance is compared to the budget. Coding, billing, and collections are reviewed.
	Elements of Compliance		
3.B.1	Appropriate and adequate policies and procedures are in place to provide accounting controls over assets, liabilities, revenues and expenses.	Yes	The financial policies include a review of financials for accuracy, checks, and balances. The center may engage in an external accounting firm for various financial considerations.
3.B.2	Written policies and procedures are in place for controlling accounts receivable and accounts payable.	Yes	
3.B.3	Written policies and procedures are in place to control cash payments and credit arrangements.	Yes	Written policies are in place to address credit arrangements; cash is not collected at the surgery center.
3.B.4	Written policies and procedures are in place to manage unpaid accounts and accounts being considered for transfer to a collection agency.	Yes	
3.B.5	Written policies and procedures are in place to manage the purchase, receipt, distribution, maintenance, and security of supplies, equipment, and facilities.	Yes	
3.C	Written personnel policies are established and implemented to facilitate attainment of the mission, goals, and objectives of the organization.	Fully Compliant	New staff members receive and sign a copy of their job description, personnel policies, and a copy of the mission and goals for the surgery center.
	Elements of Compliance		
3.C.1	Written policies specify privileges and responsibilities of employment, including compliance with an incident and adverse event reporting system.	Yes	
3.C.2	Written policies require periodic appraisal of each person's job performance, including current competence.	Yes	Policies include expectations for periodic job performance reviews and skills evaluation for current competencies are documented at hire and annually.
3.C.3	Written policies describe incentives and rewards, if any exist.	NA	
3.C.4	Written policies are made known to employees at the time of employment.	Yes	
3.C.5	Written policies comply with prevailing laws and regulations regarding verification of eligibility for employment (I-9 form), and visas as required.	Yes	A random review of I-9 forms was completed and filed separately from personnel files.
3.C.6	Written policies define the status of students and postgraduate trainees, if present in the organization.	Yes	
	References / Notes		

	Refer to the risk management program Standards defining incidents and adverse events.		
3.D	Orientation and training addressing safety and privacy are provided.	Fully Compliant	Orientation includes a detailed tour of the organization, safety expectations, OSHA bloodborne pathogens, and adherence to privacy rights.
	Elements of Compliance		
3.D.1	Orientation and training address the fire safety and the disaster preparedness plan.	Yes	
3.D.2	Orientation and training address the use of emergency, safety and fire extinguishing equipment.	Yes	
3.D.3	Orientation and training address the infection prevention and control program, including bloodborne pathogen and other training required by OSHA.	Yes	
3.D.4	Orientation and training address the safety program, including exposure control training and sharps injury prevention.	Yes	A hazardous chemical exposure program is in place that includes the availability of SDS sheets, eye wash stations, and the appropriate PPE.
3.D.5	Orientation and training address the risk management program, including training in the reporting of incidents and adverse events.	Yes	
3.D.6	Orientation and training address confidentiality and privacy (e.g., HIPAA, FERPA).	Yes	
3.E	Orientation and training according to position description are provided to all staff.	Fully Compliant	Orientation and training for job-specific functions are documented in eight out of the eight personnel files.
	Elements of Compliance		
3.E.1	Documented orientation and training are completed within 30 days of employment.	Yes	Eight out of the eight files demonstrated evidence of orientation and training completed within 30 days of hire.
3.E.2	The training is provided annually thereafter.	Yes	The surgery center has an organized calendar for monthly education topics with additional "training days" to include a wide range of annual education topics.
3.E.3	The training is provided when there is an identified need.	Yes	
3.E.4	The delivery of all training is documented.	Yes	
	References / Notes		

	Training provided annually and when there is an identified need should include the safety and privacy orientation and training Standard requirements.		
3.F	Patient satisfaction with services and facilities provided is periodically assessed.	Fully Compliant	Patient satisfaction is tracked, and the results are monitored for improvement. The results are reported to the governing body and throughout the organization.
	Elements of Compliance		
3.F.1	Patient satisfaction surveys are conducted on an ongoing basis.	Yes	
3.F.2	Survey results are analyzed on an ongoing basis.	Yes	Patient satisfaction results are analyzed, and the organization has been working to increase the number of responses. Survey comments are reviewed for trends and to identify opportunities to improve.
3.F.3	The governing body reviews the survey results.	Yes	
3.F.4	Corrective actions are taken as needed.	Yes	
	Consultative Comments		<u>Consultative Comments</u>

Chapter 4 - Quality of Care Provided			
Standard		Compliance Rating	Comments
	An accreditable organization provides high-quality health care services in accordance with the principles of professional practice and ethical conduct, and with concern for the costs of care and for improving the community's health status. Such an organization meets the following Standards.		
	Overall Chapter Compliance Level	Fully Compliant	Harborside Surgery Center aims to provide high-quality, safe patient care in a compassionate and professional environment. The clinical areas were staffed with well-trained personnel. During the survey, the clinical teams were observed as kind and engaging with the patient and each other.
4.B	Health care professionals practice their professions in accordance with standards of care and prevailing laws and regulations.	Fully Compliant	
4.C	All personnel assisting in the provision of health care services are appropriately qualified and supervised and are available in sufficient numbers for the care provided.	Fully Compliant	The administrator, clinical managers, and several staff members have longevity with the organization. The staffing mix and numbers are adequate for the surgery center.
	Elements of Compliance		
4.C.1	Evidence of the following is present:	Yes	The providers and staff are well-qualified based on the staff interviews, survey observations, and review of the documentation.
4.C.1.a	Such personnel are appropriately qualified.	X	
4.C.1.b	Such personnel are appropriately supervised.	X	
4.C.2	Interviews and observation confirm that such personnel are available in sufficient numbers for the care provided.	Yes	
4.D	The organization has policies and procedures for identifying, storing, and transporting laboratory specimens and biological products.	Fully Compliant	A designated registered nurse is responsible for the oversight of specimen tracking policies and procedures. Monitoring of the pathology/specimen results is audited continuously to ensure the provider and patients are notified of test results.
	Elements of Compliance		
4.D.1	Logging and tracking procedures ensure that results for each specimen are	Yes	

	obtained.		
4.D.2	Results for each specimen are reported to the ordering health care professional in a timely manner.	Yes	
4.D.3	Biological products are handled, stored and transported in accordance with manufacturer's instructions and/or regulatory requirements, as applicable.	Yes	Tissues are stored in a dedicated tissue freezer equipped with an alarm. Tissues are logged from the time of receipt through implantation.
	References / Notes For a definition of biological products, see https://www.fda.gov/files/drugs/published/Biological-Product-Definitions.pdf		
4.E	High-quality health care is provided.	Fully Compliant	The surgery center demonstrates evidence of high-quality care based on survey observation and documents reviewed.
	Elements of Compliance		
4.E.1	Health care provided is consistent with the standard of care.	Yes	
4.E.2	Appropriate and timely diagnoses are made based on findings of the current history and physical examination.	Yes	
4.E.3	Medication reconciliation is performed.	Yes	
4.E.4	Treatment provided is consistent with clinical impression or working diagnosis.	Yes	
4.E.5	Appropriate and timely consultation and referrals are made.	Yes	
4.E.6	When clinically indicated, patients are contacted as quickly as possible for follow-up regarding significant problems and/or abnormal findings.	Yes	
4.E.7	Continuity of care and patient follow-up occurs.	Yes	
4.F	Patients are educated regarding their condition or illness.	Fully Compliant	During the survey, patients were examined by the proceduralist or surgeon and anesthesiologist in pre-op, and the plans for surgery and discharge were reviewed. Patients receive a detailed discharge teaching, printed materials, and a post-operative phone call from a registered nurse or physician.
	Elements of Compliance		
4.F.1	Patients are educated regarding the diagnosis and treatment of their condition or illness.	Yes	

4.F.2	Patients are educated regarding appropriate preventive measures.	Yes	
	<p>References / Notes</p> <p>In surgical settings, education may include preventive measures such as, for example, avoiding post-operative infections, venous thromboembolism and/or pulmonary embolism.</p>		
4.G	When the need arises, the organization assists patients with the transfer of their care from one health care professional to another.	Fully Compliant	
	Elements of Compliance		
4.G.1	Adequate specialty consultation services are available by prior arrangement.	Yes	
4.G.2	Referral to another health care professional is clearly outlined to the patient and arranged with the accepting health care professional.	Yes	
4.H	<p>The organization has written procedures for managing medical emergencies and unplanned outcomes for which transfer to a higher level of care is indicated to evaluate and stabilize the patient.</p> <ul style="list-style-type: none"> - The procedures address decision making authority for transferring a patient. - The procedures include the process for transferring a patient. - The procedures include provisions for caring for the patient until the transfer occurs. - The procedures describe documentation that must accompany the patient, if any. - Documentation demonstrates that staff have been trained on the procedures. 	Fully Compliant	The written procedures for medical emergencies, including emergency transfers, are in place. A transfer agreement with Inova hospital is in place.
	Consultative Comments		<u>Consultative Comments</u>

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

Standard		Compliance Rating	Comments
	<p>In striving to improve the quality of care and to promote more effective and efficient use of facilities and services, an accreditable organization maintains a quality management and improvement program that links peer review, quality improvement activities, infection prevention and safety, and risk management in an organized, systematic way.</p> <p>Organizations may also find it useful to refer to Developing Meaningful Quality Improvement Studies in the Tools section of the Handbook.</p> <p>Note: The intent of this chapter is that administrative and clinical personnel are involved in the quality management and improvement activities of the organization.</p>		
	Chapter 5.I - Quality Improvement Program: An accreditable organization maintains an active, integrated, organized, ongoing, data-driven, and peer-based quality improvement (QI) program that meets the following Standards.		
	Overall Subchapter Compliance Level	Fully Compliant	The Quality Committee and Board of Managers (governing body) approve the quality plan and policies. The quality program is a structured, system-wide approach integrating risk management, peer review, and continuous monitoring of clinical outcomes.
5.I.A	The organization has a written quality improvement program.	Fully Compliant	The written quality improvement program addresses the scope of surgical care and anesthesia services provided. The program aims to monitor the quality and safety of patient care.
	Elements of Compliance		
5.I.A.1	The program addresses the full scope of the organization's health care delivery services and describes how these services are assessed for quality.	Yes	
5.I.A.2	The specific committee(s) or individual(s) responsible for development, implementation, and oversight of the program are identified.	Yes	The Quality Committee structure supports the oversight of quality and safe operations of the center. The Administrator and Medical Director report to the Medical Executive Committee and governing body.
5.I.A.3	The program includes participation by health care professionals, one or more of whom is a physician or dentist.	Yes	The members of the medical staff and key clinical team members actively participate in the Quality Committee.
5.I.A.4	The purpose of the program and specific objectives to be achieved are identified.	Yes	The program objectives and goals are stated and monitored quarterly.

5.I.A.5	The program describes the ongoing data collection processes used to measure quality and identify quality-related problems or concerns.	Yes	Quality indicators are defined and include monitoring of problem prone areas.
5.I.A.6	The program describes how the organization integrates quality improvement activities, peer review, and the risk management and infection prevention and control programs.	Yes	The quality improvement program incorporates data collected from peer review, risk management, and infection control activities to monitor systems of care.
5.I.A.7	The program is evaluated at least annually for effectiveness and to determine if the program's purposes and objectives continue to be met.	Yes	
	References / Notes Refer to the Standard for ongoing data collection processes for information on the requirements for measuring quality and identifying concerns.		
5.I.B	The quality improvement program includes processes to ensure communication of the results of quality improvement activities.	Fully Compliant	Communication of the quality improvement goals, results of quality studies, and surveillance results are tracked on a log and reviewed in meeting minutes.
	Elements of Compliance		
5.I.B.1	The program includes processes to ensure that the results of quality improvement activities are reported to the governing body.	Yes	The Administrator and Medical Director report quality improvement activities to the Board of Managers (governing body) annually and as needed.
5.I.B.2	The program includes processes to ensure that the results of quality improvement activities are reported throughout the organization, as appropriate.	Yes	
5.I.B.3	The program includes processes to ensure that the results of the annual program evaluation are reported to the governing body.	Yes	
5.I.B.4	The program includes processes to ensure that the results of the annual program evaluation are reported throughout the organization, as appropriate.	Yes	
5.I.C	Ongoing data collection processes are in place to measure quality and to identify quality-related problems or concerns.	Fully Compliant	Based on the documents that were reviewed, and staff interviews, quality indicators focus on high-risk clinical care areas to monitor problem-prone areas' quality and safety outcomes.
	Elements of Compliance		
5.I.C.1	Processes include analysis of the results of peer review activities.	Yes	
5.I.C.2	Periodic audits of critical processes are conducted, as appropriate for the services provided. (See "audit" in the Handbook Glossary.)	Yes	
5.I.C.3	Ongoing monitoring of important processes and outcomes of care is conducted,	Yes	

	as appropriate for the services provided. (See "quality monitoring" in the Handbook Glossary.)		
5.I.C.4	The organization's performance is compared to internal and external benchmarks.	Yes	The internal and external benchmarking activities include hand hygiene and patient satisfaction. The external ASC benchmarking activities are for post-operative infections, burns, and wrong procedures.
5.I.C.5	Processes include methods to systematically collect information from other pertinent sources.	Yes	
5.I.C.6	The information and data obtained through the data collection processes is evaluated on an ongoing basis to identify the existence of unacceptable variation or results that require improvement.	Yes	The meeting minutes consistently reflect the aggregation of quality data collection to identify unfavorable trends.
	<p>References / Notes</p> <p>Examples of other pertinent sources include, but are not limited to, patient satisfaction surveys, financial data, medical/legal issues, and outcomes data.</p>		
5.I.D	The organization demonstrates that continuous improvement is occurring by conducting quality improvement studies when the data collection processes indicate that improvement is or may be warranted.	Fully Compliant	Quality improvement activities are documented, and improvements or corrective actions are taken when indicated. Results of quality studies are reported to the governing body and throughout the ASC.
	Elements of Compliance		
5.I.D.1	As evidenced by documentation of quality improvement studies conducted, the studies include the applicable components of the quality improvement process.	Yes	
5.I.D.2	At least one current quality improvement study demonstrates that improvement occurred and has been sustained.	Yes	The improvement studies include corrective actions and measurements using a Plan Study Do Act Check within the AAAHC improvement model.
5.I.D.3	As documented in committee and/or staff meeting minutes, and/or in records of educational activities, the findings of quality improvement activities are communicated:	Yes	
5.I.D.3.a	To the governing body.	X	
5.I.D.3.b	Throughout the organization, as appropriate.	X	
	<p>References / Notes</p> <p>See "Developing Meaningful Quality Improvement Studies" in the Tools section of the Handbook for the components of the quality improvement process.</p> <p>"Current" is defined as within the current accreditation term, or within the last twelve months for initial surveys.</p>		

	Refer to the Standard for ongoing data collection processes for information on the requirements for measuring quality and identifying concerns.		
5.I.E	The organization participates in external benchmarking activities that compare key performance measures with other similar organizations, with recognized best practices, and/or with national or professional targets or goals.	Fully Compliant	The organization engages with similar surgery centers in the local area to compare patient satisfaction results.
	Elements of Compliance		
5.I.E.1	External benchmarking activities include the selection and use of performance measures that are appropriate for improving the processes or outcomes of care relevant to the patients served.	Yes	There are standard performance measures that are defined when it comes to comparing the ASC's performance.
5.I.E.2	External benchmarking activities include collecting and analyzing data related to the selected performance measures on an ongoing basis.	Yes	
5.I.E.3	External benchmarking activities include comparing internal performance to external benchmarks that are based on valid and reliable local, state, national, or published data.	Yes	ASC benchmarking also includes post-operative infections, burns, and patient fall quality performance based on nationally published data.
5.I.E.4	External benchmarking activities include tracking changes in the organization's performance on the selected performance measures.	Yes	
5.I.E.5	The results of benchmarking activities are incorporated into other quality improvement activities of the organization.	Yes	
5.I.E.6	As documented in meeting minutes and/or records of educational activities, the results of benchmarking activities are reported:	Yes	Meeting minutes reflect well-documented quality and educational activities resulting from benchmarking results
5.I.E.6.a	To the governing body.	X	
5.I.E.6.b	Throughout the organization, as appropriate.	X	
	Consultative Comments		<u>Consultative Comments</u>

Chapter 5 - Quality Management and Improvement - Quality Improvement Studies

Standard		Compliance Rating	Comments
	Standard 5.I.D - Quality Improvement Studies		
	Rating scale for QI studies: Yes = Element is present No = Element is not present N/A = Not applicable to this study * = Study ongoing; cannot rate item yet		
QI1	Quality Improvement Topic #1 (Name of study):	Quality Improvement Study - Hand Hygiene	To review hand hygiene throughout the facility performed as recommended by CDC guidelines.
QI1.1	A statement of the purpose of the QI study that includes a description of the problem, and an explanation of why it is significant to the organization.	Yes	The purpose of this study is to determine if hand hygiene is being performed throughout the facility as recommended by CDC guidelines.
QI1.2	Identification of the measureable performance goal against which the organization will compare its current performance in the area of study. The goal must be stated in quantitative terms.	Yes	The goal is to have 100% compliance with hand hygiene from all healthcare workers.
QI1.3	Description of the data that have been or will be collected to determine the organization's current performance.	Yes	Direct observation of staff and physicians to collect hand hygiene behavior and record performance before and after patient care.
QI1.4	Evidence of data collection.	Yes	Observation by surveillance will be done by the Infection Prevention RN, Preop/Pacu RN, and OR Charge RN. Each nurse will observe 20 random healthcare workers.
QI1.5	Data analysis that describes findings about the frequency, severity and source(s) of the problem(s).	Yes	Data was collected and analyzed to evaluate the severity of the issue. Approximately 50% compliance after patient care and hand hygiene before patient care.
QI1.6	A comparison of the organization's current performance in the area of study against the previously identified performance goal.	Yes	The current performance did not meet the goal of 100% compliance.
QI1.7	Implementation of corrective action(s) to resolve identified problem(s).	Yes	Staff and provider in-service and information are displayed in ASC.
QI1.8	Re-measurement (a second round of data collection and analysis as described in 4-6 above) to objectively determine whether the corrective actions have achieved and sustained demonstrable improvement.	Yes	A second round of measurement resulted in the achievement of the state goal.

QI1.9	If the initial corrective action(s) did not achieve and/or sustain the desired improved performance, implementation of additional corrective action(s) and continued remeasurement until the problem is resolved or is no longer relevant.	NA	
QI1.10	As documented in committee and/or staff meeting minutes, and/or in records of educational activities, the findings of quality improvement activities are communicated:		
QI1.10.a	To the governing body.	Yes	
QI1.10.b	Throughout the organization, as appropriate.	Yes	
QI2	Quality Improvement Topic #2 (Name of study):	Patient Satisfaction	To increase the return rate of patient satisfaction at Harborside Surgery Center.
QI2.1	A statement of the purpose of the QI study that includes a description of the problem, and an explanation of why it is significant to the organization.	Yes	We strive for patient satisfaction and pride ourselves on how we care for patients; low return rates may impact results.
QI2.2	Identification of the measureable performance goal against which the organization will compare its current performance in the area of study. The goal must be stated in quantitative terms.	Yes	Return rate above 30%
QI2.3	Description of the data that have been or will be collected to determine the organization's current performance.	Yes	Return rate divided by cases every month.
QI2.4	Evidence of data collection.	Yes	Satisfaction returns reviewed for six months through 2021 and 2022.
QI2.5	Data analysis that describes findings about the frequency, severity and source(s) of the problem(s).	Yes	Rate of return was divided by cases monthly.
QI2.6	A comparison of the organization's current performance in the area of study against the previously identified performance goal.	Yes	30% or greater return rate was not achieved.
QI2.7	Implementation of corrective action(s) to resolve identified problem(s).	Yes	Increase education with patients and families during ASC visits and post-op phone calls.
QI2.8	Re-measurement (a second round of data collection and analysis as described in 4-6 above) to objectively determine whether the corrective actions have achieved and sustained demonstrable improvement.	*	Remeasurement is in progress in Q1 2023.
QI2.9	If the initial corrective action(s) did not achieve and/or sustain the desired improved performance, implementation of additional corrective action(s) and continued remeasurement until the problem is resolved or is no longer relevant.	*	
QI2.10	As documented in committee and/or staff meeting minutes, and/or in records of educational activities, the findings of quality improvement activities are communicated:		

QI2.10.a	To the governing body.	*	Ongoing communication on progress on improvement studies.
QI2.10.b	Throughout the organization, as appropriate.	Yes	Ongoing communication on progress on improvement studies.
QI3	Quality Improvement Topic #3 (Name of study):		
QI3.1	A statement of the purpose of the QI study that includes a description of the problem, and an explanation of why it is significant to the organization.		
QI3.2	Identification of the measureable performance goal against which the organization will compare its current performance in the area of study. The goal must be stated in quantitative terms.		
QI3.3	Description of the data that have been or will be collected to determine the organization's current performance.		
QI3.4	Evidence of data collection.		
QI3.5	Data analysis that describes findings about the frequency, severity and source(s) of the problem(s).		
QI3.6	A comparison of the organization's current performance in the area of study against the previously identified performance goal.		
QI3.7	Implementation of corrective action(s) to resolve identified problem(s).		
QI3.8	Re-measurement (a second round of data collection and analysis as described in 4-6 above) to objectively determine whether the corrective actions have achieved and sustained demonstrable improvement.		
QI3.9	If the initial corrective action(s) did not achieve and/or sustain the desired improved performance, implementation of additional corrective action(s) and continued remeasurement until the problem is resolved or is no longer relevant.		
QI3.10	As documented in committee and/or staff meeting minutes, and/or in records of educational activities, the findings of quality improvement activities are communicated:		
QI3.10.a	To the governing body.		
QI3.10.b	Throughout the organization, as appropriate.		
QI4	Quality Improvement Topic #4 (Name of study):		
QI4.1	A statement of the purpose of the QI study that includes a description of the problem, and an explanation of why it is significant to the organization.		

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

QI5.5	Data analysis that describes findings about the frequency, severity and source(s) of the problem(s).		
QI5.6	A comparison of the organization's current performance in the area of study against the previously identified performance goal.		
QI5.7	Implementation of corrective action(s) to resolve identified problem(s).		
QI5.8	Re-measurement (a second round of data collection and analysis as described in 4-6 above) to objectively determine whether the corrective actions have achieved and sustained demonstrable improvement.		
QI5.9	If the initial corrective action(s) did not achieve and/or sustain the desired improved performance, implementation of additional corrective action(s) and continued remeasurement until the problem is resolved or is no longer relevant.		
QI5.10	As documented in committee and/or staff meeting minutes, and/or in records of educational activities, the findings of quality improvement activities are communicated:		
QI5.10.a	To the governing body.		
QI5.10.b	Throughout the organization, as appropriate.		
ASK.1	How many studies has the organization conducted in the previous 12 month period?	2	
	Consultative Comments		<p><u>Consultative Comments</u></p> <p>The organization does an excellent job with quality studies and visual graphics for trending essential aspects of care. Harborside Surgery Center was encouraged to submit the ongoing patient satisfaction survey to AAAHC.</p>

Chapter 5 - Quality Management and Improvement - Risk Management II

Standard		Compliance Rating	Comments
	Overall Chapter Compliance Level	Fully Compliant	The risk management program is incorporated with the Quality Committee and aims to monitor and reduce the risk of harm or injury to staff, patients, or others in the ASC. The administrator is the risk manager. Incidents and adverse events are defined.
5.II.A	The risk management program includes written policies.	Fully Compliant	The written risk management policies and associated policies are present by AAAHC standards.
	Elements of Compliance		
5.II.A.1	The policies include methods by which a patient may be dismissed from care or refused care.	Yes	
5.II.A.2	The policies include methods for managing a situation in which a health care professional becomes incapacitated during a medical or surgical procedure.	Yes	
5.II.A.3	The policies include methods of addressing a situation involving an impaired health care professional.	Yes	
5.II.A.4	The policies require documentation of responsibility for coverage after normal working hours.	Yes	
5.II.A.5	The policies require documentation of clinical advice provided after normal working hours.	Yes	
5.II.A.6	The policies define restrictions on observers in patient care areas.	Yes	
5.II.A.7	The policies include requirements for evidence of patient consent for all persons permitted in patient care areas who are not authorized staff.	Yes	
	References / Notes Examples of unauthorized persons include students, visiting physicians, health care industry representatives, surveyors, maintenance workers, vendors, etc.		
5.II.B	The risk management policies address ongoing processes regarding patient safety and other important issues.	Fully Compliant	All staff and physician providers receive risk management education at the time of hire, appointment, and annually.
	Elements of Compliance		

5.II.B.1	Policies address encouraging the reporting of near-miss events.	Yes	
5.II.B.2	Policies address the communication of reportable events as required by law and regulation.	Yes	A list of reportable events is maintained; no state reportable events have been noted.
5.II.B.3	Policies address the periodic review of all litigation involving the organization and its staff and health care professionals.	Yes	
5.II.B.4	Policies address the ongoing review of patient complaints and grievances and includes defined response times, as required by law and regulation.	Yes	Policies address processes for review of patient complaints and or grievances.
5.II.B.5	Policies address the documentation of timely notification to the professional liability insurance carrier, in accordance with organization or carrier policy, when adverse or reportable events occur.	Yes	
5.II.B.6	Policies address the periodic review of clinical records and clinical record policies.	Yes	Clinical record audits are performed regularly for quality monitoring.
5.II.B.7	Policies address other state or federal risk management requirements.	NA	
5.II.C	The organization's risk management program and/or policies define incidents and adverse events.	Fully Compliant	A policy defines the risk management program and includes definitions of adverse events and incidents.
	Elements of Compliance		
5.II.C.1	The definition of an incident includes any clinical or non-clinical occurrence that is not consistent with the routine care or operation of the organization. Incidents may involve patients, visitors, employees, and medical or dental staff members and include circumstances or events that could have resulted in an adverse event but did not result in harm (i.e., near miss events).	Yes	
5.II.C.2	The definition of an adverse event includes:	Yes	
5.II.C.2.a	An unexpected occurrence during a health care encounter involving patient death or serious physical or psychological injury or illness, including loss of limb or function, not related to the natural course of the patient's illness or underlying condition.	X	
5.II.C.2.b	Any process variation for which a recurrence carries a significant chance of a serious adverse outcome.	X	
5.II.C.2.c	Events such as actual breaches in medical care, administrative procedures, or other events resulting in an outcome that is not associated with the standard of care or acceptable risks associated with the provision of care and service for a patient.	X	
5.II.C.2.d	Events involving reactions to drugs and materials.	X	

5.II.D	Incidents and adverse events are reviewed and corrective actions are taken as needed.	Fully Compliant	
	Elements of Compliance		
5.II.D.1	All incidents and adverse events are reviewed.	Yes	Based on a review of the event log, all incidents and adverse events are reviewed and reported to the Quality Committee and Med.
5.II.D.2	When appropriate, incidents are acted upon.	Yes	
5.II.D.3	All adverse events and incidents that could have resulted in an adverse event (i.e., near miss events) are analyzed to identify the underlying basic or causal factors and potential improvements in processes or systems, if any exist, to reduce the likelihood of such incidents in the future.	Yes	
5.II.D.4	Improvements that reduce the likelihood of future adverse events are implemented, when indicated.	Yes	
	Consultative Comments		<u>Consultative Comments</u>

Chapter 6 - Clinical Records and Health Information

Standard		Compliance Rating	Comments
	An accreditable organization maintains electronic and/or paper clinical records and a health information system. Such an organization meets the following Standards: The Clinical Records Worksheet, found in the Tools section, may be useful in assessing your organization's compliance with Chapter 6 Standards.		
	Overall Chapter Compliance Level	Fully Compliant	The clinical record is comprised of paper and electronic documents. One individual is responsible for oversight of the clinical record management, security, and storage.
	Number of patient files reviewed during the survey:	9	
	Description of how files were selected:		Two open records and a random selection of seven closed records, including one hospital transfer, two pediatric, and one adverse event.
6.A	A system for the accurate collection, processing, maintenance, storage, retrieval, and distribution of clinical records is maintained.	Fully Compliant	Clinical records are locked when not in use and protected from loss or damage.
	Elements of Compliance		
6.A.1	A designated person is in charge of clinical records.	Yes	The business office and Administrator are responsible for the clinical records.
6.A.2	A designated person is in charge of the health information system.	Yes	The electronic portion of the clinical records are password protected and secured from unauthorized access.
6.A.3	The system includes measures to ensure adherence to written policies and procedures.	Yes	
6.A.4	The system is monitored on a regular basis.	Yes	
6.B	Written policies for clinical records are present.	Fully Compliant	Record policies and medical staff bylaws documentation requirements and expectations for a complete and accurate clinical record.
	Elements of Compliance		
6.B.1	The policies address the security of information, including accountability for editing, deletion, and access of clinical record content.	Yes	The process of accessing and editing records.
6.B.2	The policies address the release of patient records.	Yes	

6.B.3	The policies address the protection of records from damage or loss, including back-up systems for electronic records.	Yes	
6.B.4	The policies address methods of deterring unauthorized access to clinical records.	Yes	An audited process is available to track individuals accessing a record.
6.B.5	The policies ensure timely access to individual records.	Yes	
6.B.6	The policies address the retention of active records.	Yes	
6.B.7	The policies address the retirement of inactive records.	Yes	
6.C	Clinical records are maintained in a manner that facilitates the provision of safe care.	Fully Compliant	Based on a review of nine records, entries were legible, complete, signed, and dated. The record follows a logical format and is organized consistently.
	Elements of Compliance		
6.C.1	Except when otherwise required by law, the content and format of clinical records, including the sequence of information, are organized in a consistent manner.	Yes	
6.C.2	Clinical record entries are legible, including items that are scanned into an electronic record.	Yes	
6.C.3	Clinical record entries are easily accessible within the record by authorized personnel.	Yes	
6.C.4	All clinical information relevant to a patient is readily available to authorized personnel any time the organization is open to patients.	Yes	All individuals caring for patients have readily available access to scanned records.
6.C.5	Patients are given the opportunity to approve or refuse release of records, except when release is permitted or required by law.	Yes	
6.D	Except when otherwise required by law, any record that contains clinical, social, financial, or other data about a patient is treated as strictly confidential.	Fully Compliant	Based on survey observation and document reviews indicated records and health information are managed confidentially.
	Elements of Compliance		
6.D.1	Written policies require strict confidentiality of information in the clinical record.	Yes	
6.D.2	Interviews and observation confirm that patient data is handled confidentially.	Yes	
6.E	An individual clinical record is established for each person receiving care.	Fully Compliant	Clinical records include pertinent demographic and contact information.
	Elements of Compliance		

6.E.1	Each clinical record includes the patient's name.	Yes	
6.E.2	Each clinical record includes an identification number, if used in the organization's system.	Yes	
6.E.3	Each clinical record includes patient date of birth.	Yes	
6.E.4	Each clinical record includes patient gender.	Yes	
6.E.5	Each clinical record includes a responsible party.	Yes	
6.F	Clinical record entries are consistent across records.	Fully Compliant	Each record reflects consistent forms and documentation.
	Elements of Compliance		
6.F.1	Entries for each visit include date (and department, if departmentalized).	Yes	
6.F.2	Entries for each visit include chief complaint or purpose of visit and history	Yes	
6.F.3	Entries for each visit include clinical findings and studies ordered, such as laboratory or x-ray studies.	Yes	The entries include clinical findings, the medications administered, a review of pre-operative tests, and tests performed in the surgery center if ordered.
6.F.4	Entries for each visit include care rendered and therapies administered.	Yes	
6.F.5	Entries for each visit include any changes in prescription and non-prescription medication with name and dosage, when available.	Yes	The records indicate a new list of medications and any changes in medications or prescriptions are obtained at each visit.
6.F.6	Entries for each visit include discharge diagnosis or impression, and disposition, recommendations and instructions given to the patient.	Yes	
6.F.7	Entries for each visit include signature of, or authentication by, the health care professional.	Yes	
6.G	The presence or absence of allergies, sensitivities and other reactions to drugs, materials, food and environmental factors is recorded in a prominent and consistently defined location in all clinical records.	Fully Compliant	Allergies, sensitivities, and reactions are noted on the medication reconciliation form consistently.
	Elements of Compliance		
6.G.1	Clinical records document that patients are asked to provide information about allergies and sensitivities at each encounter.	Yes	
6.G.2	Clinical records document that patients reporting allergies and sensitivities describe their reaction(s) to the allergen or irritant.	Yes	

6.G.3	Information about allergies, sensitivities and reactions is recorded in a prominent and consistently defined location in all clinical records.	Yes	
6.G.4	Such information is verified at each patient encounter and updated when changes are reported.	Yes	
6.H	Reports, histories and physicals, progress notes, and other patient information such as laboratory reports, x-ray readings, operative reports, and consultations, are reviewed and incorporated into the record, as required by the organization's policies.	Fully Compliant	Nine out of the nine records include external examinations, tests such as EKGs, and laboratory tests that are reviewed and initialed by a physician in the surgery center.
	Elements of Compliance		
6.H.1	There is evidence that such items were reviewed in accordance with policy prior to incorporation into the record.	Yes	
6.H.2	Such items have been incorporated into the clinical record.	Yes	
6.I	Clinical records document discussions with the patient concerning the necessity, appropriateness, and risks of the proposed care, surgery, or procedure, as well as discussions of treatment alternatives, as applicable.	Fully Compliant	
6.J	Any notation in a patient's clinical record indicating diagnostic or therapeutic intervention as part of clinical research is clearly contrasted with entries regarding the provision of non-research related care.	Not Applicable	
6.K	Clinical records demonstrate that the organization ensures continuity of care for its patients.	Fully Compliant	
	Elements of Compliance		
6.K.1	Clinical records include documentation regarding missed and canceled appointments, if any.	Yes	
6.K.2	Clinical records include documentation of medical advice given to a patient by text, e-mail, or telephone, including medical advice provided after-hours, if any.	Yes	The information regarding medical advice that a patient is given via text, e-mail, or telephone is included in the printed discharge instructions.
6.K.3	If a patient has had three or more visits/admissions, or if a clinical record is complex and lengthy, a summary of past and current diagnoses or problems, including past procedures, is present in the record to facilitate the continuity of care.	Yes	
6.L	If a patient's primary or specialty care provider(s) or health care organization is elsewhere, timely summaries or pertinent records necessary for continuity of patient care are available.	Fully Compliant	Based on a review of one hospital transfer record, the summary of the hospital visit was incorporated into the record.

	Elements of Compliance		
6.L.1	Summaries or records are obtained from the external provider(s) or organization.	Yes	
6.L.2	Summaries or records are incorporated into the clinical record.	Yes	
6.L.3	Summaries or records are provided to the external health care professional as appropriate.	Yes	
	References / Notes Records provided to external health care professionals should meet the Standard requirements for patient confidentiality, as applicable.		
	Consultative Comments		<u>Consultative Comments</u>

Chapter 7 - Infection Prevention, Control, and Safety

Standard		Compliance Rating	Comments
	An accreditable organization provides health care services while adhering to safe practices for patients, staff, and all others. The organization maintains ongoing programs designed to (1) prevent and control infections and communicable diseases, and (2) provide a safe and sanitary environment of care.		
	Chapter 7.1 - Infection Prevention and Control: An accreditable organization maintains an active and ongoing infection prevention and control program that meets the following Standards.		
	Overall Subchapter Compliance Level	Fully Compliant	The infection control program is approved by the governing body and is designed to prevent and control the spread of infections. The Quality Committee is responsible for the oversight of the infection control program.
7.1.A	The organization has a written program for infection prevention and control.	Fully Compliant	The infection control plan and written policies address staff key clinical elements of infection prevention, provider surveillance, and comprehensive staff and provider education at the time of hire or appointment and on an annual basis.
	Elements of Compliance		
7.1.A.1	The program is approved by the governing body.	Yes	
7.1.A.2	The program is relevant to the organization as demonstrated by a formal, documented infection prevention risk assessment.	Yes	The infection control risk assessment is well-documented and includes key risk areas specific to the surgical services provided and community risks.
7.1.A.3	The program is based on nationally-recognized infection prevention and control guidelines considered and selected by the governing body.	Yes	The program is based on CDC, AORN, and CMS, nationally recognized guidelines.
7.1.A.4	The program is an integral part of the organization's quality improvement program, as demonstrated by applicable policies and procedures, and by surveillance and monitoring activities.	Yes	The Quality Committee minutes reflect a well-integrated infection control program; including post-operative infection surveillance, hand hygiene, and environmental factors.
7.1.A.5	The program complies with all applicable state, federal and/or tribal requirements including, but not limited to, OSHA.	Yes	
7.1.B	The written infection prevention and control program describes how infections and transmission of communicable diseases are prevented, identified, and	Fully Compliant	The infection prevention and control program includes risks related to transmitting communicable diseases. Patients are screened for illnesses and

	managed.		those with known infections are not admitted for surgery.
	Elements of Compliance		
7.I.B.1	The program requires immediate implementation of corrective and preventive measures when problems are identified.	Yes	Hand-hygiene audit results are graphically displayed for providers and staff, including their prompt corrective action.
7.I.B.2	To reduce the risk of health care-acquired infection, the program requires education and active surveillance consistent with:	Yes	The evidence of safe injection practice audit tools includes using multi-dose vials and monitoring intravenous injections.
7.I.B.2.a	WHO, CDC, or other nationally-recognized guidelines for hand hygiene.	X	
7.I.B.2.b	CDC or other nationally-recognized guidelines for safe injection practices.	X	
7.I.B.3	A written policy outlines appropriate hand hygiene using products according to the product manufacturer's instructions for use.	Yes	
7.I.C	The infection prevention and control program is under the direction of a designated and qualified health care professional with training and current competence in infection prevention and control.	Fully Compliant	The designated infection control professional has documentation of training and qualifications to support the program.
	Elements of Compliance		
7.I.C.1	The governing body or its designee has assigned a qualified health care professional to direct the program.	Yes	The meeting minutes reflect a designated registered nurse responsible for directing the program.
7.I.C.2	There is documented evidence that the assigned person:	Yes	
7.I.C.2.a	Has obtained training in infection prevention and control.	X	
7.I.C.2.b	Demonstrates current competence in infection prevention and control.	X	
7.I.D	Safe processes are used for the cleaning, decontamination, high-level disinfection, and sterilization of instruments, equipment, supplies, and implants.	Fully Compliant	The sterile processing department (SPD) is managed by experienced surgical technicians collaborating with the administrator and the designated infection control professional. Based on staff interviews and survey observations, sterilization practices adhere to AORN, CMS recommendations, and manufacturer guidelines.
	Elements of Compliance		
7.I.D.1	Sterilization equipment is available, if needed.	Yes	
7.I.D.2	Internal and external indicators, including biological indicators, are used with items undergoing sterilization.	Yes	
7.I.D.3	A written policy addresses the identification and processing of medical	Yes	

	equipment and instruments that fail to meet high-level disinfection or sterilization parameters.		
7.I.D.4	Cleaning, decontamination, high-level disinfection, and sterilization processes adhere to:	Yes	Based on staff observation, interviews, and center policy, sterilization procedures follow acceptable practices per CDC, CMS, and AORN guidelines.
7.I.D.4.a	Nationally recognized guidelines.	X	
7.I.D.4.b	Manufacturer's instructions for use.	X	
7.I.D.4.c	State and federal guidelines.	X	
7.I.D.5	A written policy is in place for monitoring and documenting the cleaning, decontamination, high-level disinfection, and sterilization of medical equipment, accessories, instruments, and implants.	Yes	Based on survey observation, staff interview, and document review, the manual cleaning process begins in the operating room using an enzymatic spray solution before transport to decontamination. Procedures and the required equipment are in place to clean large instrument trays per manufacturer instructions.
7.I.D.6	Observation confirms that sterile packs of equipment and instruments are handled and stored to maintain their sterility.	Yes	
7.I.E	A written sharps injury prevention program is present in the organization.	Fully Compliant	A sharp safety program is present and includes staff training at the time of hire based on job responsibilities. Sharps containers are secured in the clinical areas.
	Elements of Compliance		
7.I.E.1	The program requires disposal of intact needles and syringes into appropriate puncture-resistant sharps containers, in accordance with current state and federal guidelines.	Yes	
7.I.E.2	The program requires placement of sharps containers in appropriate care areas, secured from tampering.	Yes	
7.I.E.3	The program requires replacement of sharps containers when the fill line is reached.	Yes	
7.I.E.4	The program requires handling, storage, and disposal of filled sharps containers in accordance with applicable regulations.	Yes	
7.I.F	Safeguards are in place to protect patients and others from cross-infection.	Fully Compliant	Safeguards are in place to protect all individuals from cross-infection, including pre-procedure illness screening during pre-admission phone calls, staff, and screening and immunization programs.
	Elements of Compliance		

7.I.F.1	Written policies and procedures for patients with communicable diseases require appropriate referral of care.	Yes	
7.I.F.2	Written policies and procedure require that public health authorities are notified of reportable conditions.	Yes	
7.I.F.3	Written policies and procedures require adequate surveillance to minimize the sources and transmission of infections.	Yes	
7.I.F.4	Written policies identify people authorized to be in patient care areas.	Yes	
7.I.G	Resources are sufficient to protect patients and others from cross-infection.	Fully Compliant	The newly opened surgical center provides abundant space, equipment, and resources adequate to protect patients and others from cross-infections.
	Elements of Compliance		
7.I.G.1	Space is sufficient.	Yes	
7.I.G.2	Equipment is sufficient.	Yes	
7.I.G.3	Supplies are sufficient.	Yes	
7.I.G.4	Personnel are sufficient.	Yes	
7.I.H	Written policies address the cleaning of patient treatment and care areas.	Fully Compliant	Cleaning processes and contracts are in place to ensure the cleaning of patient care areas and operating rooms.
	Elements of Compliance		
7.I.H.1	Policies address cleaning before use.	Yes	
7.I.H.2	Policies address cleaning between patients.	Yes	
7.I.H.3	Policies address terminal cleaning frequency based upon use of the area.	Yes	The environmental checklists and policies define requirements for terminal cleaning.
7.I.H.4	Policies address requirements for using cleaning products according to the manufacturer's instructions for use.	Yes	
7.I.I	Medical devices for use with multiple patients are processed between patients according to the manufacturer's instructions or nationally-recognized guidelines, whichever are more stringent.	Fully Compliant	Medical devices are cleaned between each patient per manufacturer instructions.
	Elements of Compliance		
7.I.I.1	Policies provide direction for how such devices are processed or cleaned.	Yes	

7.1.1.2	Manufacturer's instructions and/or nationally-recognized guidelines are available to appropriate staff.	Yes	
7.1.1.3	There is documented evidence of training and competency assurance of staff responsible for processing or cleaning these devices.	Yes	
	Consultative Comments		<u>Consultative Comments</u>

Chapter 7 - Safety

Standard		Compliance Rating	Comments
	Overall Subchapter Compliance Level	Fully Compliant	The Safety Program aims to provide a physical environment free of hazards to reduce the risk of injuries to employees, patients, and visitors.
7.II.A	A written safety program addresses the environment of care, the safety of patients, staff, and others, and meets or exceeds local, state, or federal safety requirements.	Fully Compliant	The safety program includes monitoring safe environmental practices, applicable federal and state laws, and OSHA regulations.
	Elements of Compliance		
7.II.A.1	The governing body has approved the written safety program.	Yes	
7.II.A.2	The program includes processes for managing identified hazards, potential threats, near misses, and other safety concerns.	Yes	
7.II.A.3	The program includes processes to reduce and avoid medication errors.	Yes	
7.II.A.4	The program includes practices employed to prevent falls and other physical injuries, and to ensure the accurate and timely reporting of such events.	Yes	
7.II.A.5	The program includes practices employed to prevent skin and tissue injury from chemicals, cleaning solutions, and other hazardous exposure.	Yes	
7.II.A.6	The program includes methods of ensuring that food and drink for patient use is stored, prepared, served, and disposed of in compliance with local, state, and federal guidelines.	Yes	
	References / Notes Examples related to element 2 include ergonomic exposures, violence in the workplace, and external physical threats, such as terrorism.		
7.II.B	The safety program requires performance of a proactive, documented risk assessment before commencing demolition, construction or renovation while the facility is occupied.	Fully Compliant	The proactive construction risk assessment was developed and approved by state and local authorities before the construction. Final inspections were completed before the opening of the new surgery center. AAAHC was notified of the new construction timeline.
	Elements of Compliance		
7.II.B.1	The risk assessment identifies potential risks to occupant health and/or safety.	Yes	

7.II.B.2	The risk assessment identifies actions necessary to eliminate or adequately mitigate such risks.	Yes	
7.II.B.3	The risk assessment identifies provisions for monitoring and mitigating risks during the process, and for updating or expanding the risk assessment if necessary to ensure continued protection of all occupants.	Yes	
7.II.C	Documentation demonstrates that the risk assessment was conducted or is underway in accordance with the requirements of the organization's safety program.	Fully Compliant	Evidence of a well-implemented construction risk assessment and transition plan to the new surgery center was reviewed during the survey. State and local building codes, life safety, Maryland department of health, and CMS approval letters were reviewed.
	References / Notes For initial surveys, apply the NA rating. May also be rated NA on reaccreditation surveys if no facility updating or expanding has occurred in the last three years, or no such project is anticipated.		
7.II.D	Personnel trained in basic life support (BLS) and the use of cardiac and all other emergency equipment and supplies are present in the facility when patients are present.	Fully Compliant	Clinical team members are certified in basic cardiac life support and the use of an AED according to American Heart Association guidelines. Recertification is required every two years.
	Elements of Compliance		
7.II.D.1	Personnel files include documentation of current BLS training.	Yes	
7.II.D.2	There is documentation of training in the use of cardiac and all other emergency equipment and supplies.	Yes	Mock CPR drills include hands-on participation and the use of equipment.
7.II.D.3	A policy requires the presence of trained and currently certified personnel when patients are present.	Yes	
7.II.E	A written policy and process addresses the recall of items including drugs and vaccines, blood and blood products, medical devices, equipment and supplies, and food products.	Fully Compliant	A recall policy is in place and includes the required monitoring of medications, implants, and possible recall items. The OR manager is responsible for the oversight of the program.
	Elements of Compliance		
7.II.E.1	The policy addresses sources of recall information (FDA, CDC, manufacturers, and other local, state, or federal sources).	Yes	
7.II.E.2	The policy addresses how applicable staff members are notified.	Yes	
7.II.E.3	The policy addresses how the organization determines if a recalled product is present or has been given or administered to patients.	Yes	
7.II.E.4	The policy addresses the response to recalled products.	Yes	

7.II.E.5	The policy addresses the disposition or return of recalled items.	Yes	
7.II.E.6	The policy addresses patient notification, as appropriate.	Yes	There are provisions for notifying patients of recalls if required. There have been no reported recall events.
7.II.F	All products, including medications, reagents, solutions, and supplies that have a manufacturer's printed expiration date are monitored and disposed of in compliance with facility policy and manufacturers' guidelines.	Fully Compliant	Expiration dates on solutions, medications, and reagents on the items reviewed during the survey were noted to be within acceptable ranges.
	Elements of Compliance		
7.II.F.1	A written policy for the monitoring and disposal of products with expiration dates is present.	Yes	
7.II.F.2	The policy describes the process for ensuring that products with a manufacturer's printed expiration date are monitored for currency.	Yes	
7.II.F.3	The policy for disposal or return of expired items complies with prevailing laws and regulations, and manufacturer guidelines.	Yes	
7.II.G	A system exists for the proper identification, management, handling, transport, and disposal of hazardous materials and wastes, whether solid, liquid, or gas.	Fully Compliant	Expiration dates are monitored and documented. The clinical staff tracks drug expiration dates and other items in the surgery center.
	Elements of Compliance		
7.II.G.1	Hazardous materials and waste are properly labeled.	Yes	
7.II.G.2	Hazardous materials and waste are managed and disposed of in accordance with prevailing laws and regulations.	Yes	
7.II.G.3	Staff responsible for hazardous waste management and disposal demonstrate knowledge of prevailing laws and regulations.	Yes	Staff receives an education in handling hazardous waste, and training is documented.
7.II.H	The temperature of items that are frozen, refrigerated, and/or heated is continuously monitored to ensure that the product manufacturer's recommended temperature range is maintained.	Fully Compliant	
	Elements of Compliance		
7.II.H.1	A mechanism is present for continuously measuring the temperature of frozen, refrigerated, and/or heated items.	Yes	Temperatures are continuously monitored by the digital display on the new refrigerators and the tissue freezer.
7.II.H.2	Logs or other documentation demonstrate that temperature monitoring occurs.	Yes	
7.II.H.3	Recommended temperature ranges are readily available to staff performing the monitoring function.	Yes	Temperatures are recorded on a log and include acceptable ranges for the inventory of stored items.

7.II.H.4	Documentation and/or interviews confirm that staff performing the monitoring function have been trained what to do if the temperature falls outside of the recommended range.	Yes	If temperatures fail to meet the allowed range, immediate corrective actions are taken; including disposal of the affected item if required.
7.II.I	A written policy requires documentation of the pre-cleaning, transport, and handling of medical devices intended for external vendor reprocessing, inspection, or repair.	Fully Compliant	Policies and staff interviews confirm the safe management of external vendor medical trays; including cleaning, inspection, and safe handling.
7.II.J	Reprocessing of manufacturer-labeled single-use devices complies with FDA regulation and is limited to devices approved for reprocessing in accordance with FDA 510(k) clearance.	Not Applicable	
	Elements of Compliance		
7.II.J.1	Documentation demonstrates that reprocessed single-use devices have been approved for reprocessing in accordance with FDA 510(k) clearance.	NA	
7.II.J.2	If a third-party reprocessor is used, documentation demonstrates that the reprocessor is FDA-registered.	NA	
7.II.J.3	If reprocessing is conducted in-house, documentation demonstrates that the organization is FDA-registered.	NA	
7.II.K	If medical devices are provided to patients, instructions to the patients regarding use of the devices are documented.	Fully Compliant	As part of post-operative care, medical devices such as compression devices, cooling machines, and crutches/ambulatory aids provided to patients include printed and verbal instructions.
7.II.L	Prior to use, appropriate education is provided to intended operators of newly-acquired devices or products to be used in the care of patients.	Fully Compliant	The newly opened surgery center includes new equipment in the clinical areas, operating rooms, and sterile processing department; staff education in-service records were provided and included staff signature/sign-in.
	Elements of Compliance		
7.II.L.1	A designated person is responsible for ensuring that clinical education occurs prior to the use of the devices or products.	Yes	The Administrator and designated individuals, including vendors, provided education to staff on new equipment, as noted on the in-service logs.
7.II.L.2	Vendor representatives are not used as the sole source for clinical education.	Yes	
7.II.M	Fire prevention and safety are addressed in the written safety program.	Fully Compliant	Evidence of fire safety, including surgery team response in the new surgical environment, was provided during the survey. Emergency exit diagrams are posted, and the fire marshal inspection was complete with no deficient findings before opening the new center. Harborside Surgery Center personnel participate in quarterly fire drills before moving the center.
	Elements of Compliance		
7.II.M.1	Policies and procedures to educate medical staff members, employees,	Yes	The staff, vendors, and credentialed providers have fire and safety training

	volunteers, and other providers and personnel in fire prevention and fire hazard reduction are followed.		documentation.
7.II.M.2	The safety program requires that fire safety, fire prevention, and fire drills are included in the surveillance activities of personnel responsible for safety and risk management.	Yes	
7.II.N	Health care workers are protected from biologic hazards, consistent with prevailing laws and regulations and nationally recognized guidelines.	Fully Compliant	Standard precautions are observed to prevent contact with blood or potentially infectious materials.
	Elements of Compliance		
7.II.N.1	The governing body has approved and implemented policies that comply with all applicable occupational health and safety regulations for health care workers designed to eliminate and/or minimize exposures.	Yes	All employees receive occupation exposure training, including OSHA education requirements and protection for risk associated with their job responsibilities.
7.II.N.2	A written exposure control plan is reviewed and updated at least annually, including an evaluation of the availability of safer medical devices and changes in technology.	Yes	
7.II.N.3	An immunization program offered to all staff includes vaccinations for infectious agents of risk to staff and patients as indicated by the infection prevention risk assessment.	Yes	The center makes immunizations available to the providers and staff.
7.II.N.4	A tuberculosis detection and protection plan is in place and follows requirements of prevailing health authorities. If no such requirements exist, nationally recognized guidelines for tuberculosis detection and prevention in health care are followed.	Yes	A tuberculosis detection program annually includes a skin test at hire and a self-screening questionnaire.
7.II.N.5	Programs that address other relevant biological hazards as indicated by the infection prevention risk assessment, such as bioterrorism, are provided as needed for safety and health.	Yes	
7.II.O	Procedures addressing bloodborne pathogens are in place.	Fully Compliant	Procedures are in place to protect patients and providers from bloodborne pathogens. Protective measures include Hepatitis B immunization, personal protective equipment, and safe handling of potentially infectious agents.
	Elements of Compliance		
7.II.O.1	The procedures include a Hepatitis B vaccination program.	Yes	Eight out of the eight employee files contained evidence of Hepatitis B vaccination or declination.
7.II.O.2	The procedures include post-exposure evaluation and treatment.	Yes	
7.II.O.3	The procedures include appropriate training in and communication of hazards	Yes	OSHA reporting and posted information are visible to employees.

	to health care workers.		
7.II.O.4	The procedures include appropriate record keeping and management.	Yes	
7.II.P	A program is maintained to assess and reduce risks associated with occupational chemical exposures.	Fully Compliant	The OSHA exposure plan includes educating employees to risk and safety measures associated with chemicals used in job-related duties.
	Elements of Compliance		
7.II.P.1	The program includes a hazard assessment of chemicals used in the workplace, conducted at least annually and as new products are added.	Yes	
7.II.P.2	The program includes engineering measures to reduce the risk of chemical exposure.	Yes	
7.II.P.3	The program includes worker training programs, as documented in personnel files, meeting minutes, or in another manner.	Yes	
7.II.Q	Work injuries and illnesses are appropriately documented and investigated with records maintained as applicable.	Fully Compliant	The ASC has a process to track and investigate work injuries and illnesses. Exposure events and injuries are reported to the Administrator for review and to the Quality Committee.
	Elements of Compliance		
7.II.Q.1	Work injury and illness records are documented and maintained in accordance with state and federal reporting requirements and any other insurance requirements.	Yes	
7.II.Q.2	Work injury and illness records detail the issue and any investigation of the occurrence.	Yes	
7.II.Q.3	Work injury and illness health records are maintained in compliance with state and federal confidentiality and security standards (e.g., OSHA).	Yes	
	Consultative Comments		<u>Consultative Comments</u>

Chapter 8 - Facilities and Environment			
Standard		Compliance Rating	Comments
	An accreditable organization provides a functionally safe and sanitary environment for its patients, personnel, and visitors, as demonstrated by meeting the following Standards.		
	Overall Chapter Compliance Level	Fully Compliant	Harborside Surgery Center is newly located on the second floor of a multi-tenant medical office building. The ASC is leased and comprises ~20,000 square feet.
8.A	Documentation demonstrates that the facility complies with applicable building codes and regulations.	Fully Compliant	State and local inspection reports required for the opening of the new surgery center were noted during the survey. The ASC is utilizing a temporary generator inspected and tested; a permanent generator is delayed due to supply chain issues.
	References / Notes Examples of such documentation include an occupancy permit, a report or letter from a relevant fire authority, and/or a report or letter from the relevant building approval authority.		
8.B	The facility is equipped to protect occupants from fire.	Fully Compliant	The building is fully sprinkled and protected with fire alarms, detectors, and fire extinguishers, as noted on fire marshal and vendor inspection reports.
	Elements of Compliance		
8.B.1	Fire extinguishers are provided at visually obvious locations such that the nearest "2A" or larger extinguisher is no more than 75 feet walking distance from any location in the facility.	Yes	Fire extinguishers are located throughout the facility and are quickly accessible to staff.
8.B.2	Monthly inspections of the extinguishers are conducted, as demonstrated by current inspection tags or logs.	Yes	The surgery center has been open for three weeks; provisions for weekly inspection are in place.
8.B.3	Documentation of annual inspection of the extinguishers in accordance with manufacturer's instructions is present.	Yes	Newly tested fire extinguishers are tagged.
8.B.4	If more than five gallons of flammable liquid (including alcohol-based hand rub) are present, the nearest visually obvious "20B" or larger extinguisher is no more than 50 feet walking distance from any location in the facility.	Yes	
8.B.5	The facility has emergency lighting to facilitate evacuation during loss of normal power.	Yes	

8.B.6	If a fire alarm and/or suppression system is present, inspection, testing and maintenance are performed and documented per manufacturer recommendations and the requirements of fire authorities having jurisdiction (AHJ).	Yes	
	References / Notes Extinguishers rated for both A and B type fires, such as "2A-40B," are suitable extinguishers to use to meet the Standard element requirements for location visibility and monthly inspections.		
8.C	The facility is designed to provide safe exiting in an emergency.	Fully Compliant	Based on interviews with the Administrator and clinical managers, safe exiting during an emergency has been reviewed with providers and staff before opening and included a demonstration of safe exiting from the operating areas with the fire inspector.
	Elements of Compliance		
8.C.1	The facility has prominently displayed illuminated exit signs with emergency power capability at all exits, including exits from each floor or hall.	Yes	
8.C.2	If the facility has stairwells that are part of the required exiting, they are enclosed in fire walls, including fire-rated doors.	Yes	
8.D	The facility is operated in a safe and secure manner.	Fully Compliant	The ASC is operated safely and securely. To prevent unauthorized access, the clinical area is protected by electronic badging.
	Elements of Compliance		
8.D.1	Written policies addressing safety and security practices are present.	Yes	
8.D.2	Observation and/or interviews confirm that security practices are followed.	Yes	
8.E	The physical environment supports patient comfort and privacy.	Fully Compliant	The new spacious ASC provides comfort and privacy for patients and families. A consultation room is available, and private rooms are located in the clinical area for pediatric patients and consideration for the growth of the surgery center.
	Elements of Compliance		
8.E.1	Reception areas and restroom facilities are appropriate for patient and visitor volume.	Yes	
8.E.2	Examination rooms, dressing rooms, and reception areas are constructed and maintained to ensure patient privacy during interviews, examinations,	Yes	

	treatment, and consultation.		
8.E.3	Smoking is prohibited within the facility.	Yes	
8.E.4	Provisions are made to reasonably accommodate disabled individuals.	Yes	
8.E.5	Adequate lighting and ventilation are provided in all areas.	Yes	
8.E.6	Observation and interviews confirm that the space allocated for a particular function or service is adequate for the activities performed therein.	Yes	
8.F	Facilities are clean and properly maintained.	Fully Compliant	The new ASC is clean, maintained, and well-furnished.
	<p>References / Notes</p> <p>Elements of "clean and properly maintained" include but are not limited to: Surfaces are free of dust and visible soil; wall finishes are smooth, uniform and easy to clean; lack of mold and rust in the facility; plumbing, window and door hardware, and HVAC systems are in working order; there is no visible damage or wear on electrical receptacles and light switches.</p>		
8.G	There are no visible hazards that might lead to slipping, falling, electrical shock, burns, poisoning, or other trauma.	Fully Compliant	
8.H	A comprehensive written emergency and disaster preparedness plan addresses internal and external emergencies.	Fully Compliant	An emergency and disaster preparedness plan is present and includes external disaster drills.
	Elements of Compliance		
8.H.1	A comprehensive written emergency and disaster preparedness plan to address internal and external emergencies is present.	Yes	
8.H.2	The plan includes a provision for the safe evacuation of individuals during an emergency, especially individuals who are at greater risk.	Yes	
8.H.3	The plan includes participation in community health emergency or disaster preparedness, if applicable.	Yes	
8.I	Scenario-based drills of the internal and external emergency and disaster preparedness plan are conducted.	Fully Compliant	Internal and external emergency drills are well documented and include a description of the event and a list of participants.
	Elements of Compliance		
8.I.1	All drills are scenario-based.	Yes	
8.I.2	At least one drill is conducted each calendar quarter.	Yes	

8.I.3	A cardiopulmonary resuscitation (CPR) technique drill, as appropriate to the organization, is conducted annually.	Yes	Harborside Surgery Center has documented clinical emergency drills for adult and pediatric resuscitation/CPR and malignant hyperthermia.
8.I.4	At least one drill based on the organization's emergency disaster plan, is conducted annually.	Yes	
8.I.5	A written evaluation of each drill is completed.	Yes	
8.I.6	Any needed corrections or modifications to the emergency plan are implemented promptly.	Yes	Corrective actions are noted on the written evaluation of the drill.
8.J	Medical equipment is appropriately maintained.	Fully Compliant	Emergency carts are present in the PACU and include an inventory of supplies and requirements for daily checks.
	Elements of Compliance		
8.J.1	Written policies and procedures for equipment maintenance are present.	Yes	
8.J.2	At minimum, the policies address:	Yes	
8.J.2.a	Standardized use of the equipment.	X	
8.J.2.b	Requirements for periodic calibration according to manufacturer's specifications (if equipment requiring calibration is used).	X	
8.J.2.c	Requirements for periodic testing and preventive maintenance according to manufacturer specifications.	X	
8.J.3	Documentation of periodic calibration according to manufacturer's specifications is present (if equipment requiring calibration is used).	Yes	
8.J.4	Documentation of preventive maintenance according to manufacturer's instructions is present.	Yes	
8.K	Appropriate emergency equipment and supplies are maintained and are readily accessible to all areas of each patient care service site.	Fully Compliant	Equipment is maintained appropriately, and safety checks are performed and documented.
	Elements of Compliance		
8.K.1	A written policy is present defining the minimum equipment and supplies required for:	Yes	
8.K.1.a	Medical emergencies.	X	
8.K.1.b	Other emergencies.	X	

8.K.2	Observation and interviews confirm that the required emergency equipment and supplies are maintained.	Yes	Based on interviews with the clinical managers in the operating room and pre/post-op area, emergency equipment is checked per center policy and documented.
8.K.3	Emergency equipment and supplies are readily accessible to all areas of each patient care service site.	Yes	The emergency cart is located in the PACU for prompt retrieval if needed in pre-op. The operating rooms are equipped with emergency airway supplies, suction, and emergency medications on each anesthesia cart.
	Consultative Comments		<u>Consultative Comments</u>

Chapter 9a - Anesthesia Information

Standard		Compliance Rating	Comments
	Chapter 9a - Anesthesia Info		
	The provisions of this chapter apply to all care involving the administration of sedation and anesthesia in all ambulatory settings. The following definitions are used in determining how the Standards of this chapter are applied based on the level of anesthesia and sedation administered by an organization.		
	If the organization provides any anesthesia services, please check the appropriate boxes below. If no anesthesia services are provided, leave this page blank.		
	Indicate all levels of anesthesia provided:		
	Local or topical anesthesia is the application of local anesthetic agents, in appropriate doses adjusted for weight.	X	
	Minimal sedation (anxiolysis) is a drug-induced state during which patients respond normally to verbal commands. Although cognitive function and coordination may be impaired, ventilatory and cardiovascular functions are unaffected. Inhaled nitrous oxide in low concentrations that would not reasonably be expected to result in loss of the patient's life-preserving protective reflexes would be considered minimal sedation.	X	
	Moderate sedation/analgesia (conscious sedation) is a drug-induced depression of consciousness during which patients respond purposefully to verbal commands, either alone or accompanied by light tactile stimulation. (Reflex withdrawal from a painful stimulus is NOT considered a purposeful response.) No interventions are required to maintain a patent airway, and spontaneous ventilation is adequate. Cardiovascular function is usually maintained.	X	
	Regional anesthesia is the application of anesthetic medication around the nerve or nerves in a major region of the body, which supply the area that is targeted for the abolition of painful neural impulses. No interventions are required to maintain a patent airway, and spontaneous ventilation is adequate. Cardiovascular function is usually maintained.	X	
	Deep sedation/analgesia is a drug-induced depression of consciousness during which patients cannot be easily aroused but respond purposefully following repeated or painful stimulation. (Reflex withdrawal from a painful stimulus is NOT considered a purposeful response.) The ability to independently maintain ventilatory function may be impaired. Patients may	X	

	require assistance in maintaining a patent airway, and spontaneous ventilation may be inadequate. Cardiovascular function is usually maintained.		
	General anesthesia is a drug-induced loss of consciousness during which patients are not arousable, even by painful stimulation. The ability to independently maintain ventilator function is often impaired. Patients often require assistance in maintaining a patent airway, and positive pressure ventilation may be required because of depressed spontaneous ventilation or drug-induced depression of neuromuscular function. Cardiovascular function may be impaired.	X	
	Note: Because sedation is a continuum, it is not always possible to predict how an individual patient will respond. Individuals administering minimal or moderate sedation/analgesia or regional anesthesia should be able to support the respiratory and cardiovascular system of patients who enter a state of deep sedation/analgesia, while those administering deep sedation/analgesia should be able to support the respiratory and cardiovascular system of patients who enter a state of general anesthesia.		
	Indicate all health care providers privileged to provide anesthesia:		
	Anesthesiologist	X	
	Surgeon		
	CRNA	X	
	Registered Nurse		
	Anesthesiologist Assistant		
	Others (Please list below):		
	Specify		

Chapter 9 - Anesthesia Services			
Standard		Compliance Rating	Comments
	Chapter 9: Anesthesia Care Services		
	In an accreditable organization, qualified health care professionals provide anesthesia care services in a safe and sanitary environment. Such an organization meets the following Standards.		
	Overall Chapter Compliance Level	Fully Compliant	Anesthesia services and policies are approved by the governing body and administered under the direction of an anesthesiologist. CRNAs practice under the supervision of an anesthesiologist.
	Was the delivery of sedation or anesthesia observed?	Yes	
	If so, what level?	General	
	The sedation/anesthesia was provided by:	CRNA	
	The sedation/anesthesia was supervised by:	Anesthesiologist	
	Standards A through H apply to all organizations involved in the administration of sedation and anesthesia, including those where only local or topical anesthesia or only minimal sedation is administered.		
9.A	Anesthesia services provided by the organization are limited to those techniques that have been approved by the governing body upon the recommendation of qualified professional personnel.	Fully Compliant	All levels of anesthesia care have been approved by the Medical Executive Committee and the Board of Managers (governing body).
9.B	The governing body has appointed one or more qualified physicians or dentists to supervise the anesthesia service.	Fully Compliant	As noted in the governing body meeting minutes, the governing body appointed an anesthesiologist to direct anesthesia services.
9.C	Anesthesia is only administered by health care professionals approved by the governing body to administer anesthesia in accordance with AAAHC Standards for credentialing and privileging.	Fully Compliant	
9.D	Other qualified health care professionals administering anesthesia are directly supervised by a physician or dentist who has been granted privileges for supervision.	Fully Compliant	
	References / Notes		
	Other qualified health care professionals are qualified by virtue of education,		

	experience, competence, professional licensure, and state laws, rules, and regulations. Other health care professionals must be approved for the administration of anesthesia by the governing body pursuant to the AAAHC Standards for credentialing and privileging.		
9.E	Written policies and procedures for anesthesia services are present.	Fully Compliant	Anesthesia policies are present and include clinical monitoring parameters, required equipment, and documentation requirements.
	Elements of Compliance		
9.E.1	Written policies and procedures address education, training, and supervision of personnel.	Yes	Anesthesiologists supervise CRNAs.
9.E.2	Written policies and procedures address responsibilities of non-physician anesthetists.	Yes	
9.E.3	Written policies and procedures address responsibilities of supervising physicians and dentists.	Yes	
9.F	The informed consent of the patient or of the patient's representative, if applicable, is obtained before the procedure is performed.	Fully Compliant	Anesthesia consents include the anesthesia plan; during the survey observation, the anesthesiologist examined the patient and explained the anesthesia plan. The patient actively participated in the consent process.
	References / Notes One consent form may be used to satisfy the Standard requirements for the anesthesia and surgical consents.		
9.G	Resuscitation equipment is available.	Fully Compliant	The operating rooms and clinical areas are equipped with emergency equipment and airway adjunct supplies in various sizes for adults and pediatrics.
	Elements of Compliance		
9.G.1	Oxygen is available.	Yes	
9.G.2	A device such as a self-inflating hand resuscitator bag capable of administering at least 90% oxygen is available.	Yes	
9.G.3	Appropriate emergency drugs, supplies, and equipment are available.	Yes	
9.G.4	A manual defibrillator, or an automated external defibrillator (AED), is available.	Yes	
9.H	Immediately before surgery, a physician or anesthetist on the surgical team examines the patient to evaluate the risk of anesthesia.	Fully Compliant	Ten out of the ten records included an examination, including vital signs immediately before anesthesia.
	Standards I through U apply to organizations that administer moderate		

	sedation/analgesia, regional anesthesia, deep sedation/analgesia, or general anesthesia.		
9.I	Clinical records reflect the administration of anesthesia.	Fully Compliant	The anesthesia record is time-based and reflects a complete history in the records. An electronic, real-time anesthesia record was used during the survey observation.
	Elements of Compliance		
9.I.1	Clinical record entries include:	Yes	
9.I.1.a	A pre-anesthesia assessment/evaluation.	X	
9.I.1.b	A plan for anesthetic administration.	X	
9.I.1.c	A chronologic record reflecting the anesthetic administered and the clinical status of the patient.	X	
9.I.1.d	A post-anesthesia assessment/evaluation.	X	
9.I.2	Medical discharge criteria were met.	Yes	
9.I.3	Patients are discharged in the company of a responsible adult except those patients exempted by the attending physician.	Yes	
9.J	The oxygenation, ventilation, and circulation of the patient is continually evaluated and documented.	Fully Compliant	The well-equipped operating rooms include all required equipment. The procedure room utilized for moderate or deep sedation was equipment with oxygen, portable suction, and clinical monitors. The procedure room will complete piped gases and wall-mounted monitor capabilities within the next week.
	Elements of Compliance		
9.J.1	Continuous intra-operative physiologic monitoring includes:	Yes	
9.J.1.a	Use of a pulse oximeter.	X	
9.J.1.b	Blood pressure determination at frequent intervals.	X	
9.J.1.c	Electrocardiogram (ECG) monitoring.	X	
9.J.2	The presence of exhaled CO ₂ is monitored during the administration of deep sedation/analgesia.	Yes	
9.J.3	End-tidal CO ₂ is monitored, during the administration of general anesthesia.	Yes	

9.J.4	A means of measuring body temperature is readily available, during the administration of general anesthesia.	Yes	
9.K	A written policy regarding the assessment and management of acute pain has been adopted.	Fully Compliant	The written pain assessment and management policy includes a scale for adults and pictorial images (FACES) for pediatrics.
9.L	Patients are observed and monitored in a post-anesthesia care unit, or in an area that provides equivalent care, by methods appropriate to each patient's medical condition and sedation/analgesia or anesthesia.	Fully Compliant	
	Elements of Compliance		
9.L.1	Patients are observed and monitored in a post-anesthesia care unit or in an area that provides equivalent care.	Yes	
9.L.2	Observation methods are appropriate for each patient's medical condition and sedation/analgesia or anesthesia.	Yes	
9.L.3	Appropriate monitoring equipment is present for the level(s) of anesthesia provided.	Yes	
9.M	A written policy requires the presence of a physician, dentist, or other delegated, qualified health care professional supervised by a physician or dentist until the medical discharge of the patient following clinical recovery from the surgery/procedure and anesthesia.	Fully Compliant	Patients are monitored and observed in the PACU and evaluated by an anesthesiologist before discharge.
9.N	At least one health care professional with current training in advanced cardiac life support (ACLS) is present to provide advanced resuscitative techniques until all patients operated on that day have been physically discharged.	Fully Compliant	A registered nurse with ACLS or a CRNA with ACLS and PALS remains onsite until all patients are physically discharged from the facility.
	Elements of Compliance		
9.N.1	Documentation of current ACLS training is present.	Yes	
9.N.2	Initial ACLS training and subsequent retraining is obtained from the American Heart Association or other vendor that includes "hands-on" training and skills demonstration of airway management and automated external defibrillator (AED) use.	Yes	
9.N.3	A policy requires that health care professionals with ACLS training are present until that day's patients have been physically discharged.	Yes	
9.O	Alternate power adequate for the types of surgery/procedures performed is available in operative and recovery areas.	Fully Compliant	A diesel generator provides alternate power to all critical areas.
	Elements of Compliance		

9.O.1	Alternate power is available in operative and recovery areas.	Yes	
9.O.2	The alternate power is adequate for the types of surgery/procedures performed.	Yes	
9.P	If anesthetic and resuscitative agents known to trigger malignant hyperthermia are available in the facility, staff are prepared to respond to an episode of malignant hyperthermia.	Fully Compliant	Malignant hyperthermia supplies are located on an emergency cart and are readily available.
	Elements of Compliance		
9.P.1	Written treatment protocols based on current, nationally-recognized guidelines have been adopted.	Yes	Malignant hyperthermia protocols are well-defined based on nationally-recognized standards and are visible on the emergency cart.
9.P.2	The protocols include:	Yes	
9.P.2.a	The administration of dantrolene and other medications.	X	
9.P.2.b	Readily-available methods of continuous cooling and temperature monitoring.	X	
9.P.2.c	Initiation of an emergency transfer protocol.	X	
9.P.3	The protocols are posted and/or immediately available in each area where triggering agents might be used.	Yes	
9.P.4	Documentation demonstrates that all appropriate staff have been educated and trained in the recognition and treatment of malignant hyperthermia.	Yes	An emergency malignant hyperthermia drill is documented and includes the recognition and the emergency treatment. Malignant hyperthermia posters are located in each operating room.
9.P.5	At least annually, a malignant hyperthermia drill is conducted and documented.	Yes	
	References / Notes An example is the Malignant Hyperthermia Association of the United States (MHAUS) protocol. See https://www.mhaus.org/		
9.Q	A written policy prohibits the administration of moderate or deep sedation or general anesthesia unless a physician, dentist, or other qualified individual supervised by a physician or dentist, in addition to the one performing the surgery, is present to monitor the patient.	Not Applicable	
	Elements of Compliance		
9.Q.1	A written policy is present.	NA	
9.Q.2	Clinical records demonstrate that the policy is followed.	NA	

	<p>References / Notes</p> <p>Not all states require physician supervision of CRNAs. The operating physician or dentist may be the supervising physician or dentist. During moderate sedation, the additional individual may assist with minor, interruptible tasks.</p>		
9.R	If anesthesia is provided by other than an anesthesiologist, oral and maxillofacial surgeon, certified registered nurse anesthetist, or an anesthesiologist assistant within his/her scope of practice, the governing body has granted such personnel privileges to administer sedative, hypnotic, or analgesic drugs that do not have an antagonist medication (for example, propofol), if these drugs are used.	Not Applicable	
9.S	If anesthesia is provided by other than an anesthesiologist, oral and maxillofacial surgeon, certified registered nurse anesthetist, or an anesthesiologist assistant within his/her scope of practice, a written protocol defines how the organization will respond in the event that a deeper-than-intended level of sedation occurs.	Not Applicable	
	Standards T and U apply to organizations that provide children with any level of anesthesia higher than local/topical.		
9.T	If pediatric patients are served, health care professionals with current training in pediatric advanced life support (PALS) and age- and size-appropriate resuscitative equipment are available at all times until pediatric patients operated on that day have been physically discharged.	Fully Compliant	Harborside Surgery Center treats pediatric patients and ensures qualified healthcare professionals with PALS certification remain onsite until all patients are physically discharged.
	Elements of Compliance		
9.T.1	Documentation of current PALS training and certification is present.	Yes	Based on the sample of files reviewed, PALS certification is present.
9.T.2	Initial PALS training and subsequent retraining is obtained from the American Heart Association or another vendor that includes "hands-on" training and skills demonstration of airway management and automated external defibrillator (AED) use.	Yes	
9.T.3	Documentation of training in age- and size-appropriate resuscitative equipment is present.	Yes	Age-appropriate equipment is organized according to color-coded equipment and Braslow protocols and is reviewed and documented during the pediatric emergency drill.
9.T.4	A policy requires that health care professionals with training in PALS and pediatric resuscitative equipment are present until that day's patients have been physically discharged.	Yes	
9.U	If pediatric patients are served, the equipment, medication, and resuscitative capabilities required for pediatric patients are present.	Fully Compliant	Age-appropriate pediatric equipment is maintained in an organized manner according to color-coded equipment and Braslow protocols.
	Elements of Compliance		

9.U.1	Age- and size-appropriate anesthesia equipment is present.	Yes	
9.U.2	Medications in appropriate concentrations are present.	Yes	Medication concentration dosing charts and pediatric IV tubing is available for emergency use.
9.U.3	Age- and size-appropriate resuscitative equipment is present.	Yes	
	Consultative Comments		<u>Consultative Comments</u>

Chapter 10 - Surgical and Related Services - General Requirements I

Standard		Compliance Rating	Comments
	Chapter 10: Surgical and Related Services		
	<p>Surgical and related services in an accreditable organization are performed in a safe and sanitary environment by qualified health care professionals to whom the governing body has granted privileges to perform procedures. The Standards in this chapter apply to organizations that perform any invasive procedures, such as pain management, endoscopy procedures, cardiac catheterization, lithotripsy, and in-vitro fertilization, as well as surgery.</p> <p>In this chapter and throughout this Handbook, the terms "surgery," "procedure," and "operation" are used interchangeably. The use of any of these terms is to reference any such skill, method, or technique that involves cutting, abrading, suturing, lasering, or otherwise physically entering or changing body tissues and organs, including invasive pain management procedures.</p> <p>Note: Some Standards may not apply to organizations that only perform minor, superficial procedures without anesthesia or under local or topical anesthesia.</p>		
	Chapter 10.I - General Requirements: This subchapter describes general requirements for an organization that provides surgical and related services.		
	Overall Subchapter Compliance Level	Fully Compliant	Harborside Surgery Center provides well-organized surgical care under the direction of a qualified physician and an experienced surgical team. A registered nurse supervises the operating rooms. Adherence to patient safety standards is a primary focus of the clinical team.
	Was a surgical procedure observed during the survey?		
	Name of procedure:	Hand Surgery - Carpel Tunnel Release	
10.I.A	Surgical procedures performed are limited to those approved by the governing body upon the recommendation of qualified medical staff.	Fully Compliant	The governing body approves the surgical procedure list upon the recommendations of the Medical Director and Medical Executive Committee.
10.I.B	The governing body has appointed one or more qualified physicians, dentists, or other qualified practitioners to supervise surgical services.	Fully Compliant	The governing body meeting minutes reflect the appointment of a medical director overseeing surgical services annually.
	References / Notes May be N/A in primary care settings.		

10.I.C	A written policy requires that, whenever patients are present in the facility, at least one physician, dentist or other practitioner qualified to address medical emergencies and authorized by the governing body is present or immediately available by telephone.	Fully Compliant	According to the center's policy, at least one qualified registered nurse, CRNA, or anesthesiologist remains onsite whenever a patient is present. A surgeon is available by phone.
10.I.D	The organization must develop and maintain a policy regarding the requirement for medical history and physical examination prior to surgery.	Fully Compliant	The medical staff bylaws and policies define the medical history and physical examination requirements before the survey. All records reviewed included a completed history and physical examination.
	Elements of Compliance		
10.I.D.1	The written policy must include the requirement and timeframe for completion of a medical history and physical examination prior to surgery.	Yes	
10.I.D.2	The policy must address, but is not limited to, the following factors: patient age, diagnosis, the type and number of procedures scheduled to be performed on the same surgery date, known comorbidities, and the planned anesthesia level.	Yes	
10.I.D.3	The policy must be based on any applicable nationally recognized standards of practice and guidelines, and any applicable state and local health and safety laws.	Yes	
10.I.E	The organization has written policies regarding the procedures and treatments offered to patients.	Fully Compliant	The clinical scope of services policy includes approved procedures and treatments offered to patients.
	Elements of Compliance		
10.I.E.1	The written policies address the criteria for patient selection.	Yes	Patient selection criteria are defined. Total joint replacement patients also receive a pre-anesthesia evaluation and testing before admission to the surgery center.
10.I.E.2	The written policies address the need for anesthesia support.	Yes	
10.I.E.3	The written policies address post-procedural care.	Yes	
10.I.E.4	The written policies address staffing requirements to ensure that registered nurse(s) or other health care professionals assisting in the provision of surgical services are available in sufficient numbers for the surgical care provided.	Yes	The staffing levels are defined and supervised by registered nurses.
10.I.F	If procedures performed pose the risk that blood loss may require blood replacement, the organization has written policies and procedures to address this situation.	Fully Compliant	Procedures are in place to address situations posing a risk for blood loss. Policies define an immediate hospital transfer by 911 emergency transport.
10.I.G	If applicable, protocols for the handling, maintenance, and storage of blood or blood products for transfusion, and/or human cells or tissues for transplantation, are present.	Fully Compliant	Blood and or blood products are not stored by the surgery center. Tissues for transplantation are stored in a designated tissue freezer that is equipped with a digital temperature and alarm to ensure temperatures are maintained.

	Elements of Compliance		
10.I.G.1	Written protocols for handling, maintaining and storing blood or blood products for transfusion are present.	Yes	
10.I.G.2	Written protocols for handling, maintaining and storing human cells for transplantation are present.	Yes	Tissue logs are in place and include FDA protocols for inspecting and storing the tissues for implants.
10.I.G.3	The written protocols are consistent with those of a nationally-recognized authority, such as the American Association of Tissue Banks (AATB) or the U.S. Food and Drug Administration (FDA).	Yes	The ASC has a state permit to store tissues per regulation.
10.I.H	A written policy is in place for assessing the risk of, and implementing practices to prevent, deep vein thrombosis when appropriate for the patient.	Fully Compliant	DVT policies include risk assessment and prevention strategies, including compression stockings for identified cases.
	References / Notes May not apply depending on services provided by the organization.		
10.I.I	If pediatric patients are served, written policies define appropriate care.	Fully Compliant	Pediatric policies include age-based treatment care plans and supplies.
	Elements of Compliance		
10.I.I.1	Policies address criteria for treatment as a pediatric patient.	Yes	
10.I.I.2	Policies address requirements for the appropriate pediatric:	Yes	
10.I.I.2.a	Equipment.	X	
10.I.I.2.b	Supplies.	X	
10.I.I.2.c	Medications.	X	
10.I.J	Informed consent for the proposed procedure is obtained.	Fully Compliant	Nine out of the nine records reviewed included an informed consent document signed and dated by the patient or legal representative and provider.
	Elements of Compliance		
10.I.J.1	Documentation is present to demonstrate that the following have been discussed with the patient:	Yes	
10.I.J.1.a	The necessity or appropriateness of the proposed procedure or surgery.	X	
10.I.J.1.b	Alternative treatment techniques.	X	

10.I.J.2	The clinical record demonstrates that the patient's written consent, or that of the patient's representative, was obtained before the surgery or procedure was performed.	Yes	
10.I.K	Immediately before surgery, a physician on the surgical team must examine the patient to evaluate the risk of the procedure to be performed.	Fully Compliant	The records reviewed included an examination by the surgeon or proceduralist on the day of surgery.
10.I.L	The surgical environment contains safeguards to protect patients and others from cross-infection.	Fully Compliant	Policies require only authorized personnel may enter the restricted surgical area and include donning laundered surgical attire, masks, shoe, and hair covering.
	Elements of Compliance		
10.I.L.1	Written policies define the proper attire of all persons entering operating or procedure rooms.	Yes	
10.I.L.2	Written policies address acceptable aseptic techniques to be used by all persons in the surgical area.	Yes	
10.I.L.3	Written policies address the removal or covering of patient clothing prior to the patient's entry into a surgical area, as needed to minimize the potential contamination of the surgical environment and surgical staff.	Yes	Patients don surgical gowns and remove shoes before entering the surgical area.
10.I.L.4	Written policies require freshly laundered attire to be donned in an area inside of the organization prior to entry into areas designated as restricted.	Yes	
10.I.L.5	Written policies address appropriate and timely surgical hand antisepsis (scrub) using either an antimicrobial soap or an alcohol-based hand rub according to product manufacturer's recommended guidelines.	Yes	
10.I.L.6	Written policies address pre-procedure site antisepsis, as appropriate to service(s) provided and patient requirements and needs.	Yes	The registered nurses review pre-procedure site antiseptic during the pre-operative phone call according to individual physicians' protocols.
10.I.L.7	Environmental controls adopted by the organization for temperature, humidity and air pressure following nationally-recognized guidelines.	Yes	The new surgery center has continuous monitoring and alarms to monitor acceptable temperature, humidity, and air pressure parameters.
	References / Notes Standard does not apply in non-surgical settings. Elements 3-7 may be NA if only non-sterile procedures are conducted (e.g., endoscopy).		
10.I.M	Attire contaminated with blood or body fluid is laundered by an approved laundry.	Fully Compliant	
	Elements of Compliance		

10.I.M.1	The laundry adheres to nationally recognized guidelines.	Yes	
10.I.M.2	The laundry has been approved by the organization.	Yes	
10.I.N	If procedures requiring counts of sponges, sharps, and instruments are performed, a written policy, based on nationally recognized guidelines for conducting counts, is present.	Fully Compliant	A surgical count policy details procedures requiring surgical counts.
	Elements of Compliance		
10.I.N.1	The policy addresses the types of procedures requiring counts of sponges, sharps, and instruments.	Yes	
10.I.N.2	The policy requires a count before the start of the procedure and before skin closure.	Yes	Surgical counts are performed before the procedure and before closure with the surgical team.
10.I.N.3	The policy addresses how start and end counts are reported to the surgeon.	Yes	
10.I.N.4	The policy requires documentation of the counts in the patient's record.	Yes	Surgical counts are performed and documented in the clinical record per center policy.
10.I.N.5	The policy includes actions to be taken if the count is not correct.	Yes	
10.I.N.6	Observation and interviews confirm that the policy is followed.	Yes	Based on survey observation and staff interviews, surgical count policies are followed.
	References / Notes An example of nationally recognized guidelines includes the World Health Organization (WHO) Surgical Safety Checklist.		
10.I.O	Prior to the surgery or procedure, the intended procedure is verified.	Fully Compliant	The planned surgery was confirmed with the patient and clinical team before surgery and reaffirmed in the operating room.
	Elements of Compliance		
10.I.O.1	A written verification policy based on nationally recognized guidelines is present.	Yes	
10.I.O.2	The patient or their authorized representative is involved in the verification process.	Yes	
10.I.O.3	Clinical records contain documentation of procedure verification.	Yes	
	References / Notes		

	An example of nationally recognized guidelines includes the World Health Organization (WHO) Surgical Safety Checklist.		
10.I.P	Prior to a surgery or procedure involving level or laterality, the site is marked.	Fully Compliant	In pre-operative, the surgeon was observed performing the site marking, and the patient actively participated. The surgical team confirmed the site marking in the operating room as part of the time-out process.
	Elements of Compliance		
10.I.P.1	A written site marking policy is present.	Yes	
10.I.P.2	The policy includes the organization's definition of "surgical team."	Yes	
10.I.P.3	The patient or their authorized representative is involved in the site marking process prior to the administration of anesthesia.	Yes	The patient participated in site marking during the pre-operative assessment.
10.I.P.4	The site is marked by the person performing the procedure, or by their designated member of the surgical team who will be present during the time-out.	Yes	
10.I.P.5	Clinical records contain documentation of site marking.	Yes	Site marking is documented in the clinical record.
	References / Notes Standard does not apply if no procedures involving level or laterality are performed.		
10.I.Q	A time-out is conducted immediately prior to beginning a procedure.	Fully Compliant	A well-conducted time-out was conducted in the operating room, and all team members participated; the surgeon verbally affirmed the time-out.
	Elements of Compliance		
10.I.Q.1	The provider performing the procedure assumes responsibility for the time-out.	Yes	
10.I.Q.2	The entire team is engaged in the time-out.	Yes	
10.I.Q.3	During the time-out, the following items are verified:	Yes	
10.I.Q.3.a	Patient identification.	X	
10.I.Q.3.b	Intended procedure.	X	
10.I.Q.3.c	Correct surgical/procedural site.	X	

10.I.Q.3.d	All equipment necessary for performing the scheduled procedure is immediately available and functional in the operating/procedure room.	X	
10.I.Q.3.e	Any implantable devices intended for use during the procedure were prepared before the procedure and are available.		
10.I.R	The findings and techniques of a procedure are accurately and completely documented immediately after the procedure.	Fully Compliant	An immediate post-procedure note that includes surgical findings, specimens, and complications is incorporated into the clinical record.
	Elements of Compliance		
10.I.R.1	The health care professional who performed the procedure documents the findings and techniques.	Yes	
10.I.R.2	The documentation is immediately available for patient care.	Yes	
10.I.R.3	The documentation is incorporated into the patient's clinical record.	Yes	
10.I.R.4	When pre-operative antibiotics are ordered, the antibiotic and time of administration are documented in the patient's clinical record.	Yes	The six records reviewed included documentation of pre-operative antibiotics on the anesthesia record.
10.I.R.5	If tissues are removed during surgery:	NA	
10.I.R.5.a	A pathologist examines the tissues, except for those exempted in writing by the governing body after medical review.		
10.I.R.5.b	The signed report of the pathologist is incorporated into the patient's clinical record.		
10.I.S	Written guidelines for the transition of care from one provider to another are present.	Fully Compliant	Based on the review of one transfer record, the clinical record included documentation of the patient's current clinical condition medications and pertinent clinical records sent with the patient.
	Elements of Compliance		
10.I.S.1	The guidelines address information to be transferred about a patient's care including, at minimum:	Yes	
10.I.S.1.a	Treatment/services.	X	
10.I.S.1.b	Current condition.	X	
10.I.S.1.c	Any recent or anticipated changes.	X	
10.I.S.2	The guidelines address how the information will be communicated among	Yes	

	members of the health care team.		
10.I.T	Patients are provided with written instructions for self-care prior to and after surgery/procedure.	Fully Compliant	Patients are provided with detailed, printed discharge instructions specific to the procedure performed. Discharge teaching is initiated in the pre-operative room by the physician and registered nurse.
	Elements of Compliance		
10.I.T.1	Clinical records document that written instructions have been provided to the patient.	Yes	
10.I.T.2	Written instructions for discontinuation or resumption of medications prior to and after a procedure are provided.	Yes	
	Consultative Comments		<u>Consultative Comments</u>

Chapter 11 - Pharmaceutical Services			
Standard		Compliance Rating	Comments
	Chapter 11: Pharmaceutical Services		
	<p>Pharmaceutical services provided by an accreditable organization meet the needs of the patients and are provided in accordance with ethical and professional practices and legal requirements.</p> <p>Note: This chapter applies to any organization that uses drugs or pharmaceutical medical supplies, regardless of the presence or absence of an on-site pharmacy.</p>		
	Overall Chapter Compliance Level	Fully Compliant	Pharmacy services are under the supervision of a contracted licensed pharmacist as approved by the governing body. A registered nurse is responsible for daily quality monitoring of medication storage and pharmacy activity. Quarterly pharmacy and medication audit reports are provided to the Quality Committee.
11.A	Pharmaceutical services are directed by a qualified licensed provider.	Fully Compliant	A contracted pharmacist directs pharmacy services.
11.B	If the organization owns or operates a pharmacy, it is supervised by a licensed pharmacist.	Not Applicable	
11.C	Documentation is present to demonstrate that patients are not required to use a pharmacy owned or operated by the organization.	Not Applicable	
11.D	Pharmaceutical services are provided in accordance with standards of care and prevailing laws and regulations.	Fully Compliant	Based on staff interviews and survey observation, pharmacy practices follow acceptable standards of care and regulation.
	Elements of Compliance		
11.D.1	If state licensure is required, a current license is posted.	Yes	
11.D.2	When controlled substances are present, current DEA certification is maintained onsite and readily retrievable by authorized personnel.	Yes	
11.D.3	Through interviews, staff demonstrates knowledge of prevailing pharmaceutical laws and regulations.	Yes	
11.D.4	Direct access to current drug information and other decision support resources is available to all relevant staff.	Yes	

11.E	Pharmaceutical services made available through a contractual agreement are provided in accordance with the same professional practices and legal requirements required if such services were provided directly by the organization.	Not Applicable	
	Elements of Compliance		
11.E.1	A current contract is in place.	NA	
11.E.2	Documentation is present demonstrating that the pharmacy contractor is appropriately licensed and/or certified.	NA	
11.F	The medication inventory is monitored to track the presence or absence of high-alert medications and medications with confused drug names.	Fully Compliant	Based on staff interviews, written policy, and survey observation, a designated registered nurse monitors drug inventory for high-alert medications and drugs with confusing names. The clinical director is responsible for ensuring the policy is fully implemented.
	Elements of Compliance		
11.F.1	A written policy describes the monitoring process and responsibility(ies) for its implementation.	Yes	
11.F.2	Documentation demonstrates that relevant staff have been trained on the policy.	Yes	
11.F.3	Monitoring activities are documented.	Yes	The safe use of medications is included in risk management activities as part of the pharmacy report provided to the Administrator.
11.G	Procedures are in place to prevent errors from high-alert medications.	Fully Compliant	Procedures are in place to prevent errors from the availability of high-alert medications based on ISMP information.
	Elements of Compliance		
11.G.1	A list of high-alert medications currently present in the facility is maintained.	Yes	
11.G.2	Processes are in place to prevent errors from administration of these medications, in accordance with nationally-recognized guidelines.	Yes	
	References / Notes For a list of high-alert medications, see https://www.ismp.org/sites/default/files/attachments/2017-11/highAlert-community.pdf		
11.H	Procedures are in place to prevent errors from medications with confused drug names.	Fully Compliant	Procedures define steps to prevent errors from medications with confused drug names based on ISMP information.

	Elements of Compliance		
11.H.1	A list of medications with confused drug names currently present in the facility is present.	Yes	A list of confused drugs was available.
11.H.2	Processes are in place to prevent errors from administration of these medications, in accordance with nationally-recognized guidelines.	Yes	
	References / Notes "Confused drug names" refers to drugs that were previously called "look-alike, sound-alike" medications. For a list of such drugs, see https://www.ismp.org/recommendations/confused-drug-names-list		
11.J	Drug storage and security, including recordkeeping, are maintained to ensure the control and safe dispensing of drugs (including samples), to minimize medication errors, and to prevent diversion in compliance with prevailing laws and regulations.	Fully Compliant	Efforts to prevent diversion include narcotic wastes by two licensed people, daily am and pm narcotic counts, double-locked cabinets, and secured anesthesia dispensing boxes. Based on staff interviews and survey observation, consistent processes for safe medication controls are in place.
	Elements of Compliance		
11.I.1	Procedures are in place to ensure that prescription pads, if used, are controlled and secured from unauthorized access.	NA	
11.I.2	Pre-signed and/or post-dated prescriptions are prohibited by written policy.	Yes	
11.I.3	Procedures are in place to ensure that electronic prescribing systems, if used, are controlled and secured from unauthorized access.	Yes	
11.I.4	Medications are segregated into organized, labeled storage areas designed to minimize drug selection errors.	Yes	The center maintains a large inventory of medications. A dedicated nursing leader is responsible for monitoring the safe storage and labeling of medication storage areas.
11.I.5	If a high-alert medication is present for which there is an antidote, rescue, or reversal agent, the agent is stocked in the same area as the medication along with appropriate directions for use.	Yes	
11.I.6	Medications are stored and managed in accordance with manufacturer requirements, and state and/or CDC guidelines.	Yes	
11.J	Interviews with staff, and/or observations of patient interaction, confirm that patients are provided with information concerning the safe and effective use of medications consistent with legal requirements and patient needs.	Fully Compliant	
11.K	If not administered immediately, all medications (injectable, oral, etc.) removed from the original container or packaging are labeled in a standard format in	Fully Compliant	Based on survey observation during the surgical procedure and in pre-op, medications and solutions removed from the original containers were noted to

	accordance with law, regulation and standards of practice.		be labeled according to policy.
	Elements of Compliance		
11.K.1	A written policy addresses the labeling of such medications.	Yes	
11.K.2	At minimum, the policy requires that labels include:	Yes	
11.K.2.a	Drug name(s).	X	
11.K.2.b	Drug strength(s).	X	
11.K.2.c	Amount(s) or volume(s) if not apparent from the container or packaging.	X	
11.K.2.d	Expiration date and time.	X	
11.K.2.e	Name or initials of person transferring the drug(s).	X	
	<p>References / Notes</p> <p>Immediate administration is when the person who prepares or transfers the drug(s) in a new container completely administers (or directly witnesses the administration of the drug(s) to the patient without any break in the process, and administers some amount of the medication within 1 hour of preparation or transfer.</p> <p>"Original container or packaging" includes syringes, basins, bottles, bags, etc.</p>		
11.L	A written policy is present addressing the disposal or return of expired, damaged, and recalled medications in accordance with prevailing laws and regulations and accepted guidelines.	Fully Compliant	
	Elements of Compliance		
11.L.1	A written policy is present.	Yes	
11.L.2	The policy includes the monitoring of all medications, including vaccines and samples, for expiration dates on a regular basis.	Yes	
11.L.3	The policy includes expired, damaged and recalled drugs to be removed are segregated from drugs available for active use.	Yes	
11.L.4	The policy includes such drugs are disposed of or returned in a safe manner that prevents unauthorized access and diversion.	Yes	
11.M	Procedures are in place for the maintenance, cleaning, distribution, and use of devices such as nebulizer units, intravenous infusion pumps, or other	Fully Compliant	

	mechanical device used in the medication delivery process.		
	Elements of Compliance		
11.M.1	Procedures adhere to manufacturers' instructions.	Yes	
11.M.2	Documentation is present to demonstrate that relevant staff has been trained in the procedures.	Yes	
11.N	Nationally recognized guidelines for vaccine storage and handling are followed.	Not Applicable	
	Elements of Compliance		
11.N.1	Nationally recognized guidelines have been adopted by the governing body.	NA	
11.N.2	Written policies and procedures are present for routine storage and handling.	NA	
11.N.3	Written policies and procedures are present for storage, handling and transport in case of emergency (e.g., equipment failure, power outage, natural disasters).	NA	
11.N.4	Documentation demonstrates that staff who receive, handle and/or administer vaccines have been trained on the policies and procedures.	NA	
11.N.5	The vaccine storage unit is equipped with a temperature monitoring device in accordance with the adopted guidelines.	NA	
11.N.6	Staff demonstrate knowledge of procedures to follow if vaccines are exposed to a temperature excursion.	NA	
	<p>References / Notes</p> <p>For an example, see www.cdc.gov/vaccines/hcp/admin/storage/toolkit/storage-handling-toolkit.pdf. This Standard applies to all organizations that store and handle vaccines for administration to patients and/or staff.</p>		
	Consultative Comments		<u>Consultative Comments</u>

Chapter 12 - Pathology and Medical Laboratory Services

Standard		Compliance Rating	Comments
	Chapter 12: Pathology and Medical Laboratory Services		
	Pathology and medical laboratory services performed by an accreditable organization meet the needs of the patients and are provided in accordance with ethical and professional practices and legal requirements. Such an organization meets the following Standards.		
	Overall Chapter Compliance Level	Fully Compliant	The governing body has approved service contracts with external laboratory providers. CLIA-waived testing includes blood glucose and urine pregnancy tests. Pathology services are provided in an organized manner under the supervision of the OR manager.
12.A	As appropriate for the laboratory services performed, a current CLIA Certificate of Waiver, and/or a current Certificate for Provider Performed Microscopy Procedures (PPMP), and/or a current Certificate of Registration, Compliance or Accreditation is present.	Fully Compliant	A current CLIA Certificate of Waiver is on file.
	References / Notes Standard does not apply if the State licensure or certification program is exempt from CLIA program requirements.		
12.B	If the organization has obtained a CLIA Certificate for Provider Performed Microscopy Procedures, or a CLIA Certificate of Registration, Compliance or Accreditation, services are provided under the direction of a pathologist, other physician, or other qualified individual as delineated under CLIA.	Not Applicable	
	References / Notes Standard does not apply if the State licensure or certification program is exempt from CLIA program requirements.		
12.C	A current state medical laboratory license or certificate appropriate for the level of testing performed is present.	Fully Compliant	State permits are in place consistent with CLIA.
	References / Notes Standard applies if State licensure program is exempt from CLIA program requirements, or if State and CLIA certification are both required.		
12.D	Provider-performed microscopy, moderate complexity testing and high	Not Applicable	

	complexity testing are provided under the direction of a pathologist, other physician or other qualified individual as specified by the state for the level of testing performed.		
	References / Notes Standard applies if these services are provided and State licensure program is exempt from CLIA program requirements, or if State and CLIA certification are both required. Standard does not apply if these services are not provided.		
12.E	If the organization has obtained a CLIA Certificate of Waiver or a state license or certificate to perform waived testing, services are provided under the direction of an individual holding the qualifications required by the state, if any, for this position. If the state does not have qualification requirements, services are provided under the direction of a person holding the qualifications required by the organization for this position.	Fully Compliant	
12.F	Laboratory services are conducted by qualified personnel.	Fully Compliant	A registered nurse is responsible for daily clinical oversight of laboratory practices and quality monitoring of CLIA waived tests and pathology procedures.
	Elements of Compliance		
12.F.1	Staff members with laboratory responsibilities are appropriately trained for their roles, as demonstrated by documented competency tests.	Yes	
12.F.2	Observation and interviews confirm that a sufficient number of trained and experienced personnel are available to supervise and conduct the work of the laboratory.	Yes	
12.G	Pathology and medical laboratory services provided adequately support the organization's clinical capabilities.	Fully Compliant	Based on staff interviews and survey observation, pathology and laboratory services are provided in a safe and organized manner.
	Elements of Compliance		
12.G.1	Tests are performed in a timely manner, as defined by the organization's policies.	Yes	
12.G.2	Test results are made available to the ordering provider.	Yes	
12.G.3	Test results are documented in the patient's medical record in accordance with the organization's policies.	Yes	Based on clinical record review, test results are documented in the clinical record and on a tracking log.
12.H	Laboratory test results are reviewed and acknowledged in writing (manually or electronically) by the ordering provider or qualified designee.	Fully Compliant	A qualified provider acknowledges test results in the clinical record.

12.I	Laboratory quality control procedures are performed.	Fully Compliant	Quality controls are performed for the glucose device and pregnancy tests.
	Elements of Compliance		
12.I.1	Quality controls are performed in accordance with manufacturer instructions.	Yes	
12.I.2	The results of quality control procedures are documented.	Yes	
12.I.3	Equipment is calibrated in accordance with manufacturer instructions.	NA	
12.I.4	Validation tests for new equipment are performed in accordance with manufacturer instructions.	NA	
	References / Notes Elements 3 and 4 apply only if moderate complexity or high complexity testing is performed.		
12.J	Proficiency testing is performed if required by CLIA, the CLIA accrediting body, the state, and/or the organization's policies.	Not Applicable	
12.K	Established laboratory procedures are followed.	Fully Compliant	Based on staff interviews and center policies, the storage and transport of specimens adhere to acceptable practices and center policies.
	Elements of Compliance		
12.K.1	At minimum, procedures are established for obtaining, identifying, storing, and transporting specimens.	Yes	
12.K.2	Staff members with laboratory responsibilities demonstrate understanding of the established procedures.	Yes	
12.K.3	Procedures are in place to obtain routine and emergency laboratory services outside of the organization's capabilities from a hospital or licensed medical or clinical laboratory.	Yes	
12.L	Complete written descriptions of each test procedure performed are available to staff with laboratory responsibilities.	Fully Compliant	
	References / Notes As applicable for each test, such descriptions include information about patient preparation, specimen requirements and criteria for specimen rejection, reagents, calibration procedures, quality control, step-by-step instructions for performance of the test, result reporting, reporting of critical values, and		

	reference ranges.		
12.M	Laboratory work is performed with optimal accuracy, precision, efficiency, and safety.	Fully Compliant	
	Elements of Compliance		
12.M.1	All test kits, laboratory devices and supporting supplies are FDA approved for use under the type of CLIA or state certificate obtained.	Yes	
12.M.2	Observation and interviews confirm that the following are sufficient:	Yes	
12.M.2.a	Space.	X	
12.M.2.b	Equipment.	X	
12.M.2.c	Supplies.	X	
	References / Notes Not all "supporting supplies" must be FDA approved, e.g., cotton balls.		
12.N	If the laboratory is testing for Department of Transportation (DOT) regulated industries or federal agency employees, a licensed physician approved as a Medical Review Officer is responsible for receiving and reviewing laboratory results, and evaluating medical explanations for non-negative drug test results.	Not Applicable	
	References / Notes See https://www.transportation.gov/odapc/mro .		
	Consultative Comments		<u>Consultative Comments</u>

Chapter 13 - Diagnostic and Other Imaging Services			
Standard		Compliance Rating	Comments
	Chapter 13: Diagnostic and Other Imaging Services		
	Imaging services within an accreditable organization, including those used for screening, diagnosing, monitoring, or assisting with procedures provided, meet the needs of the patients and are provided in accordance with ethical and professional practices and legal requirements. Imaging services may include, but are not limited to radiographic, fluoroscopic, magnetic resonance, and/or ultrasonic imaging. Such an organization meets the following Standards.		
	All Standards apply to organizations that provide imaging services for screening, diagnosing, monitoring, or assisting with procedures. Standards 13.G, H, I and J do not apply if the organization only provides peri-operative imaging services.		
	Overall Chapter Compliance Level	Fully Compliant	The newly opened surgery provides diagnostic imaging limited to surgical and pain procedures. The recently purchased imaging c-arm machines have been inspected and are registered with the state. A current physicist report is present, indicating no deficient findings. The staff has documented radiation safety training, and dosimeter monitoring is in place.
13.A	Health care professionals providing imaging services and/or interpreting results are appropriately trained and privileged.	Fully Compliant	The surgeons and anesthesiologists are privileged to use imaging devices limited to the scope of treatment or surgical procedures being performed.
	Elements of Compliance		
13.A.1	Personnel and/or credentials files document appropriate training and credentials.	Yes	
13.A.2	There is evidence that such personnel have been granted privileges to provide these services, or have job descriptions containing these duties.	Yes	The governing body appointed a physician to direct imaging services, as noted in the governing body meeting minutes.
13.A.3	There is evidence that such personnel have completed appropriate safety training.	Yes	
13.B	Imaging services provided are appropriate to the needs of patients and support the organization's clinical capabilities.	Fully Compliant	Images are uploaded and stored in the patient record when applicable to the procedure.
	Elements of Compliance		

13.B.1	Image interpretation is appropriately documented in a timely manner.	Yes	
13.B.2	Records or reports of services provided are maintained.	Yes	Surgical and procedural images are stored in the clinical record.
13.B.3	Observation and interviews indicate that the following are sufficient to ensure the provision of quality services:	Yes	
13.B.3.a	Space.	X	
13.B.3.b	Supplies.	X	
13.B.3.c	Equipment.	X	
13.C	Written policies and procedures addressing safety aspects of imaging services are present.	Fully Compliant	Based on staff interviews and a review of written policies, procedures are in place to support the safe use of radiation equipment.
	Elements of Compliance		
13.C.1	Written policies and procedures address precautions to safeguard against electrical, mechanical, magnetic, radiation, and other potential hazards.	Yes	A standardized training program is used to include risks and safeguards against potential hazards related to imaging devices.
13.C.2	Written policies and procedures require periodic evaluation by qualified personnel of energy sources and of all safety measures followed, including calibration of equipment and testing the integrity of personal protective devices in compliance with federal, state, and local laws and regulations.	Yes	Evidence that equipment calibration is included in the radiation inspection report conducted by the state inspector.
13.D	Written policies and procedures address the management of potentially hazardous energy sources.	Fully Compliant	Procedures include safe handling of radiation equipment, proper use of individual shielding, and exposure monitoring. Corrective measures will be taken to reduce exposure if indicated.
	Elements of Compliance		
13.D.1	Written policies and procedures comply with prevailing laws and regulations for the use, removal, handling, and storage of potentially hazardous materials.	Yes	
13.D.2	Written policies and procedures require proper shielding where radiation and other potentially hazardous energy sources are used.	Yes	
13.D.3	Written policies and procedures include instructions for dealing with accidental hazardous energy exposure.	Yes	
13.D.4	If radiation exposure is monitored, appropriate exposure records are maintained.	Yes	
13.D.5	If radiation exposure is not monitored, documentation exists within the organization to support this decision.	NA	

13.E	Proper warning signs are in place alerting pregnant females to the presence of hazardous energy fields.	Fully Compliant	
13.F	Documentation demonstrates that patients are involved in identification of the correct site to be imaged.	Fully Compliant	
	Standards 13.G, H, I, and J do not apply if the organization only provides peri-operative imaging services.		
13.G	Diagnostic imaging services are directed by a qualified physician or dentist.	Not Applicable	
	Elements of Compliance		
13.G.1	Documentation of qualifications is present in the credentials file.	NA	
13.G.2	There is evidence that the physician or dentist has been designated by the governing body to hold this responsibility.	NA	
13.H	Diagnostic imaging tests are performed, authenticated, and documented appropriately.	Not Applicable	
	Elements of Compliance		
13.H.1	Diagnostic imaging tests are performed only upon the order of a health care professional.	NA	
13.H.2	The order includes the reason for the examination.	NA	
13.H.3	A radiologist authenticates all examination reports.	NA	
13.H.4	If a radiologist does not authenticate all examination reports:	NA	
13.H.4.a	The governing body has determined that specialist physicians or dentists may authenticate reports of specific procedures.		
13.H.4.b	Such physicians or dentists have been granted privileges by the governing body or its designee to authenticate these reports.		
13.H.5	Authenticated, dated reports of all examinations performed are made a part of the patient's clinical record.	NA	
	References / Notes Element 3 does not apply to organizations that function in accordance with element 4. Element 4 does not apply to organizations that function in accordance with		

	Element 3.		
13.I	Diagnostic images are accessible and appropriately retained and stored.	Not Applicable	
	Elements of Compliance		
13.I.1	A policy addresses:	NA	
13.I.1.a	The storage of diagnostic images.		
13.I.1.b	The retention of diagnostic images.		
13.I.2	Diagnostic images are maintained in a readily accessible location for the time required by policy and by any applicable laws.	NA	
13.J	If magnetic resonance imaging is conducted, proper warning signs are in place.	Not Applicable	
	Elements of Compliance		
13.J.1	Signs warn patients and other personnel with metal implants.	NA	
13.J.2	Signs warn patients and other personnel with magnetically inscribed credit cards, identification cards, and similar items.	NA	
13.J.3	Signs warn patients and other personnel wearing metallic objects capable of potentially dangerous motion.	NA	
13.J.4	Signs warn patients and other personnel with pacemakers, internal defibrillators, cochlear implants, cardiac stents, insulin pumps, or nerve stimulators.	NA	
	Consultative Comments		<u>Consultative Comments</u>

Chapter 18 - Teaching and Publication Activities			
Standard		Compliance Rating	Comments
	Chapter 18: Teaching and Publication Activities		
	If staff is involved in teaching or publishing, an accreditable organization has policies governing those activities that are consistent with its mission, goals, and objectives. Such an organization meets the following Standards.		
	Standards A and B of this chapter apply to organizations with formal teaching agreements with training institutions.		
	Overall Chapter Compliance Level	Fully Compliant	Harborside Surgery Center partners with a local hospital to allow licensed physicians in fellowship programs to participate in care at the center under the direction of an attending surgeon. The governing body approves the teaching and student trainee programs.
18.A	A current, fully executed written agreement with each training institution is present.	Fully Compliant	Teaching agreements are present and include the level of clinical participation while supervised in the surgery center.
	Elements of Compliance		
18.A.1	Each agreement includes a description of the types of students and/or postgraduate trainees eligible for the teaching experience.	Yes	
18.A.2	Each agreement describes the extent to which students and postgraduate trainees are involved in patient care activities.	Yes	
18.A.3	Each agreement includes expectations of students and postgraduate trainees regarding adherence to organizational policies and other regulations.	Yes	
18.A.4	Each agreement indicates whether liability coverage is required and, if so, minimum amounts required.	Yes	
18.A.5	Each agreement describes responsibilities of each party for:	Yes	
18.A.5.a	HIPAA/FERPA training.	X	
18.A.5.b	OSHA training related to bloodborne pathogens.	X	
18.A.6	Each agreement includes a requirement that each student or postgraduate	Yes	

	trainee signs an addendum to the teaching agreement accepting its terms and conditions.		
	<p>References / Notes</p> <p>Depending on the level of involvement in patient care, credentialing of residents and fellows, as described in the AAAHC Standards for credentialing, may be appropriate.</p>		
18.B	Written policies concerning teaching activities have been adopted.	Fully Compliant	The organization has a policy concerning teaching activities adopted by the governing body.
	Elements of Compliance		
18.B.1	Written policies address how the identity of the person arriving for training is confirmed.	Yes	
18.B.2	Written policies address requirements for orientation and other training.	Yes	
18.B.3	Written policies addressing the provision of health care by personnel with student or postgraduate trainee status include a definition of "close and adequate supervision" of these individuals.	Yes	The teaching agreement provided by the school delineates the extent to which students can participate in patient care and supervision by qualified providers.
18.B.4	Written policies addressing the provision of health care by personnel with student or postgraduate trainee status include the process for obtaining patient consent for student/trainee participation in or observation of the patient's care.	Yes	
18.C	If staff is involved in publishing, a written policy specifies approvals needed, if any, of publications attributed to or resulting from care provided by the organization.	Not Applicable	
	Consultative Comments		<u>Consultative Comments</u>

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

Ch. 15 - Travel Medicine	NA
Ch. 16 - Health Education and Promotion	NA
Ch. 17 - Behavioral Health Services	NA
Ch. 18 - Teaching and Publication Activities	FC
Ch. 19 - Research Activities	NA
Ch. 20 - Overnight Care	NA
Ch. 21 - Occupational Health	NA
Ch. 22 - Urgent Care Services	NA
Ch. 23 - Emergency Services	NA
Ch. 24 - Radiation Oncology Treatment	NA
Ch. 25 - Medical Home	NA

ATTACHMENT 26

AFFIRMATIONS

AFFIRMATION

I hereby declare and affirm under the penalties of perjury that the facts stated in this certificate of need application on behalf of SurgCenter at National Harbor, LLC d/b/a Harborside Surgery Center and its attachments are true and correct to the best of my knowledge information and belief.

m. jane Falk
Signature
Senior Vice President, Clinical Programs and Services
M2 Orthopedics

Position/Title

June 3, 2024

Date

AFFIRMATION

I hereby declare and affirm under the penalties of perjury that the facts stated in this certificate of need application on behalf of SurgCenter at National Harbor, LLC d/b/a Harborside Surgery Center and its attachments are true and correct to the best of my knowledge information and belief.

Daniel J. Sullivan
Signature

6/3/24
Date

President, Sullivan Consulting Group, Inc.
Position/Title

AFFIRMATION

I hereby declare and affirm under the penalties of perjury that the facts stated in this certificate of need application on behalf of SurgCenter at National Harbor, LLC d/b/a Harborside Surgery Center and its attachments are true and correct to the best of my knowledge information and belief.

John F. Hill
Signature

Consultant
Position/Title

June 5, 2024
Date

AFFIRMATION

I hereby declare and affirm under the penalties of perjury that the facts stated in this certificate of need application on behalf of SurgCenter at National Harbor, LLC d/b/a Harborside Surgery Center and its attachments are true and correct to the best of my knowledge information and belief.

Sandra Pateau
Signature
Administrator
Position/Title

5/31/2024
Date