

# **CERTIFICATE OF NEED APPLICATION**

Intensiva Hospital of Greater St. Louis, Inc. d/b/a  
Select Specialty Hospital –St. Louis

St. Charles Bed Addition

Project # 6199 HS

## **DESCRIPTION**

Ten (10) Bed Addition to Long Term Care Hospital  
300 First Capitol Drive, St. Charles, MO 63108

Submitted to the Missouri Health Facilities Review Committee  
May 2, 2025

**DIVIDER I: APPLICATION SUMMARY**

### **Divider I: Application Summary**

**The Application Summary shall include the completed forms in the following order:**

**1. Applicant Identification and Certification (Form MO 580-1862).**

See **Attachment I.1.**

**2. Representative Registration Form (Form MO 580-1869).**

See **Attachments I.2.**

**3. Proposed Project Budget (Form MO 580-1863) and Detail Sheet.**

See **Attachments I.3.** See “Form 580-1863 Proposed Project Budget Detail Sheet” for more information.

**4. Provide documentation from MO Secretary of State that the proposed owner(s) and operator(s) or any affiliate of the proposed operator has been revoked within the previous five (5) years.**

Not applicable.

**5. State if the license of the proposed operator or any affiliate of the proposed operator has been revoked within the previous five (5) years.**

Not applicable.

**6. If the license of the proposed operator or any affiliate of the proposed operator has been revoked within the previous 5 years, provide the name and address of the facility whose license was revoked.**

Not applicable.

**7. State if the Medicare and/or Medicaid certification of any facility owned or operated by the proposed operator or any affiliate of the proposed operator has been revoked within the previous 5 years.**

Not applicable.

**8. If the Medicare and/or Medicaid certification of any facility owned or operated by the proposed operator or any affiliate of the proposed operator has been revoked within the previous 5 years, provide the name and address of the facility whose Medicare and/or Medicaid certification was revoked.**

Not applicable.

**DIVIDER I: ATTACHMENTS**

**Form 580-1863 Proposed Project Budget  
Detail Sheet**

1. The proposed location is in an existing building that will not require physical expansion of the building. There are no New Construction Costs required for this project.
2. Renovation costs are based on Applicant's prior experience of the design, renovation, repair and maintenance of LTCHs.
3. The Subtotal Construction costs include Renovation Costs.
4. Architectural and Engineering fee proposal from Tchoukaleff Kelly Hartke dated March 3, 2025 are detailed in **Attachment I.3.4**.
5. Other Equipment is estimated at **\$283,390** and detailed on **Attachment I.3.5**. The cost estimate of Other Equipment is based on Applicant's current purchase contracts and/or group purchasing organization ("GPO") pricing with vendors. Pricing is determined through negotiations with Applicant and vendors, and is consistent with costs paid for the same equipment in similarly sized LTCHs operated by Applicant.

The proposed location is leased space within SSM Health St. Joseph Hospital – St. Charles. Applicant currently leases the space where the additional ten beds will operate. There is no physical expansion of the building or additional leased space. The renovation work required will be minor in nature and involve repair / maintenance and aesthetic upgrades.

6. No Major Medical Equipment is included in this project.
7. Applicant is leasing the premises. There are no Land Acquisition Costs.
8. Consultant Fees and Legal fees were provided as an estimate from Applicant's counsel supporting the project.
9. Interest during construction will be \$0 as applicant will fund the project with available funds.
10. Other costs include fees for permits and inspection, equipment delivery, logistics, taxes and storage and the fair market value of the additional 7,650 s.f. of leased premises.
- 13 and 17. The renovation costs for the project will be funded by Applicant with available funds, and the lease for the premises is an existing expense.
19. The total square footage to be renovated is 7,650.



Certificate of Need Program

**APPLICANT IDENTIFICATION AND CERTIFICATION**

The information provided must match the <b>Letter of Intent</b> for this project, without exception.			
<b>1. Project Location</b> <small>(Attach additional pages as necessary to identify multiple project sites.)</small>			
Title of Proposed Project Select Specialty Hospital - St. Louis Bed Addition		Project Number #6199 HS	
Project Address <small>(Street/City/State/Zip Code)</small> 300 First Capitol Drive, 1st Floor - Wing 1A & 1B, 2nd Floor, St. Charles, MO 63301		County St. Charles	
<b>2. Applicant Identification</b> <small>(Information must agree with previously submitted Letter of Intent.)</small>			
<b>List All Owner(s):</b> <small>(List corporate entity.)</small>		Address <small>(Street/City/State/Zip Code)</small>	
Intensiva Hospital of Greater St. Louis, Inc.		4714 Gettysburg Road, Mechanicsburg, PA 17055	
		717-972-1100	
<b>List All Operator(s):</b> <small>(List entity to be licensed or certified.)</small>		Address <small>(Street/City/State/Zip Code)</small>	
Intensiva Hospital of Greater St. Louis, Inc. d/b/a Select Specialty Hospital - St. Louis		4714 Gettysburg Road, Mechanicsburg, PA 17055	
		717-972-110	
<b>3. Ownership</b> <small>(Check applicable category.)</small>			
<input type="checkbox"/> Nonprofit Corporation <input type="checkbox"/> Individual <input type="checkbox"/> City <input type="checkbox"/> District <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> County <input type="checkbox"/> Other _____			
<b>4. Certification</b>			
In submitting this project application, the applicant understands that:  (A) The review will be made as to the community need for the proposed beds or equipment in this application; (B) In determining community need, the Missouri Health Facilities Review Committee (Committee) will consider all similar beds or equipment within the service area; (C) The issuance of a Certificate of Need (CON) by the Committee depends on conformance with its Rules and CON statute; (D) A CON shall be subject to forfeiture for failure to incur an expenditure on any approved project six (6) months after the date of issuance, unless obligated or extended by the Committee for an additional six (6) months; (E) Notification will be provided to the CON Program staff if and when the project is abandoned; and (F) A CON, if issued, may not be transferred, relocated, or modified except with the consent of the Committee.			
We certify the information and date in this application as accurate to the best of our knowledge and belief by our representative's signature below:			
<b>5. Authorized Contact Person</b> <small>(Attach a Contact Person Correction Form if different from the Letter of Intent.)</small>			
Name of Contact Person Kathy H. Butler		Title Attorney	
Telephone Number 315-516-2661		Fax Number 314-241-5166	
E-mail Address kbutler@ubglaw.com			
Signature of Contact Person 		Date of Signature 4/4/2025	




# Certificate of Need Program

## REPRESENTATIVE REGISTRATION

Attachment I.2

Page 1 of 2

(A registration form must be completed for <b>each</b> project presented.)	
Project Name Select Specialty Hospital - St. Louis	Number # 6199 HS
(Please type or print legibly.)	
Name of Representative Kathy H. Butler	Title Attorney
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) UB Greensfelder LLP	Telephone Number 314-516-2661
Address (Street/City/State/Zip Code) 10 S Broadway, Suite 2000, St. Louis, MO 63102	
Who's interests are being represented? (If more than one, submit a separate Representative Registration Form for each.)	
Name of Individual/Agency/Corporation/Organization being Represented Intensiva Hospital of Greater St. Louis, Inc.	Telephone Number 717-972-1100
Address (Street/City/State/Zip Code) 4714 Gettysburg Road, Mechanicsburg, PA 17055	
Check one. Do you: <input checked="" type="checkbox"/> Support <input type="checkbox"/> Oppose <input type="checkbox"/> Neutral	Relationship to Project: <input type="checkbox"/> None <input type="checkbox"/> Employee <input checked="" type="checkbox"/> Legal Counsel <input type="checkbox"/> Consultant <input type="checkbox"/> Lobbyist <input type="checkbox"/> Other (explain):
Other Information: _____ _____	
I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: <i>Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in § 105.478, RSMo.</i>	
Original Signature 	Date 04/04/2025

MO 580-1869 (11/01)




## Certificate of Need Program

Attachment I.2

Page 2 of 2

# REPRESENTATIVE REGISTRATION

(A registration form must be completed for **each** project presented.)

Project Name		Number
(Please type or print legibly.)		
Name of Representative		Title
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other)		Telephone Number
Address (Street/City/State/Zip Code)		
Who's interests are being represented? (If more than one, submit a separate Representative Registration Form for each.)		
Name of Individual/Agency/Corporation/Organization being Represented		Telephone Number
Address (Street/City/State/Zip Code)		
<div>Check one. Do you:</div> <div><input type="checkbox"/> Support</div> <div><input type="checkbox"/> Oppose</div> <div><input type="checkbox"/> Neutral</div> <div>Other Information:</div> <div>_____</div> <div>_____</div>		
<div>Relationship to Project:</div> <div><input type="checkbox"/> None</div> <div><input type="checkbox"/> Employee</div> <div><input type="checkbox"/> Legal Counsel</div> <div><input type="checkbox"/> Consultant</div> <div><input type="checkbox"/> Lobbyist</div> <div><input type="checkbox"/> Other (explain):</div> <div>_____</div> <div>_____</div>		
<p>I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: <i>Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in § 105.478, RSMo.</i></p>		
Original Signature 		Date



## Certificate of Need Program

### PROPOSED PROJECT BUDGET

#### Description

#### Dollars

#### **COSTS:\***

(Fill in every line, even if the amount is "\$0".)

- |  |                |
|--|----------------|
| 1. New Construction Costs ***                                      | _____          |
| 2. Renovation Costs ***  | _____          |
| <b>3. Subtotal Construction Costs (#1 plus #2)</b>                 | <b>_____</b>   |
| 4. Architectural/Engineering Fees                                  | _____          |
| 5. Other Equipment (not in construction contract)                  | _____          |
| 6. Major Medical Equipment   | _____          |
| 7. Land Acquisition Costs ***                                      | _____          |
| 8. Consultants' Fees/Legal Fees ***                                | _____          |
| 9. Interest During Construction (net of interest earned) ***       | _____          |
| 10. Other Costs ***  | _____          |
| <b>11. Subtotal Non-Construction Costs (sum of #4 through #10)</b> | <b>_____</b>   |
| <b>12. Total Project Development Costs (#3 plus #11)</b>           | <b>_____**</b> |

#### **FINANCING:**

- |   |                |
|---|----------------|
| 13. Unrestricted Funds                                      | _____          |
| 14. Bonds   | _____          |
| 15. Loans   | _____          |
| 16. Other Methods (specify)                                 | _____          |
| <b>17. Total Project Financing (sum of #13 through #16)</b> | <b>_____**</b> |

- |  |       |
|--|-------|
| 18. New Construction Total Square Footage        | _____ |
| 19. New Construction Costs Per Square Foot ***** | _____ |
| 20. Renovated Space Total Square Footage         | _____ |
| 21. Renovated Space Costs Per Square Foot *****  | _____ |

\* Attach additional page(s) detailing how each line item was determined, including all methods and assumptions used. Provide documentation of all major costs.

\*\* These amounts should be the same.

\*\*\* Capitalizable items to be recognized as capital expenditures after project completion.

\*\*\*\* Include as Other Costs the following: other costs of financing; the value of existing lands, buildings and equipment not previously used for health care services, such as a renovated house converted to residential care, determined by original cost, fair market value, or appraised value; or the fair market value of any leased equipment or building, or the cost of beds to be purchased.

\*\*\*\*\* Divide new construction costs by total new construction square footage.

\*\*\*\*\* Divide renovation costs by total renovation square footage.



March 3, 2025

Mr. K. C. Tang  
Director of Construction Services  
4720 Gettysburg Road  
Mechanicsburg, PA 17055

Re.: Select Medical at SSM SJ-SC St. Louis  
Planning and Occupancy Documentation Proposal

Dear K.C.,

We appreciate the opportunity to submit this proposal for Architectural Occupancy Documentation services for the above-mentioned project. We understand the intent of the scope of work is to obtain DHSS Approval and to occupy the second level of the facility to allow decompression of the existing LTACH located on the first level of the facility. It is not anticipated that architectural or engineering renovations will be required and if required and therefore are not included as services offered with this proposal. In the event that Architectural and / or Engineering Services are required for reasons outside the control of TKH, a separate proposal for such services will be submitted to Select Medical for written approval and authorization to proceed in advance of commencing work.

We appreciate this opportunity to submit this proposal and welcome any questions.

Sincerely,

Michael P. Tchoukaleff, AIA  
Tchoukaleff Kelly Hartke, Inc.

Cc: Accounting

# Select Medical

LTACH proposed for SSM St. Joseph Hospital - St. Charles

Architectural Planning and Occupancy Documentaiton Proposal

February 26, 2025

Revision: March 3, 2025

## Fee Proposal

### 1 Architectural Fee: (Lump Sum Fee)

Phase		Hours	Fee
Programming / Planning (Field Verifications)		57	\$ 10,925.00
Schematic Design	Excluded	0	\$ 0.00
Design Development	Excluded	0	\$ 0.00
Construction Documentation	Excluded	0	\$ 0.00
Bidding and Negotiation	Excluded	0	\$ 0.00
Construction Contract Administration	Excluded	0	\$ 0.00
Occupancy Plans (Includes FFE)		68	\$ 16,050.00
Post Occupancy	Excluded	0	\$ 0.00
<b>Subtotal</b>		<b>125</b>	<b>\$ 26,975.00</b>

### 2 Reimbursable Expense: (Not to Exceed unless approved by the Owner / Client)

Architectural	\$ 500.00
Code Consulting	\$ 0.00
MEP / FP Engineering	\$ 0.00
Structural engineering	\$ 0.00
<b>Subtotal</b>	<b>\$ 500.00</b>

Note: Reimbursable Expenses are related to mileage, parking, and reproduction fees.

Printing of drawing sets related to Owner / Client review sets, State Review, Contractor / Subcontractor Permitting, Bid Sets, and Construction Sets are excluded form this reimbursable allowance. Expenses will be invoiced to the Client at direct cost to the Design Team firms.

### 3 Professional Consultant Fees (Lump Sum Fee)

Firm Name	Discipline / Service	Revised Amount
	Code Consulting Services	\$ 0.00
	MEP / FP Engineering	\$ 0.00
	Structural Engineering	\$ 0.00
<b>Subtotal</b>		<b>\$ 0.00</b>

### 4 Total Fee: (Total of Lines 1,2,and 3)

<b>Total - Architectural, Engineering Services and Fees</b>	<b>\$ 27,475.00</b>
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**Select Medical:****LTACH proposed for SSM St. Joseph Hospital - St. Charles  
Architectural Planning and Occupancy Documentation Proposal**

February 26, 2025

Revision: March 3, 2025

**Project Understanding**

- Select Medical has an existing 33 Bed LTACH located on the First Level of the SSM St. Joseph St. Charles Hospital, (SJSC). The existing LTACH has 27 patient rooms with six semi-private rooms / 12 beds and 21 private rooms / 21 beds. Select Medical proposes to expand the existing LTACH to the Second Level to allow space and bed decompression of the existing LTACH. Select Medical has indicated that they will be submitting a CON to the State of Missouri for the expansion of the LTACH to the second level that will result in additional bed capacity upon approval of the CON by the State of Missouri.
- The existing 10 patient room unit proposed for the expansion of the LTACH has been operated by SSM as a flex med / surg inpatient unit. The area of the proposed expansion is ±6,150 sf. Select Medical has stated that no renovations or refurbishments of the proposed expansion unit expansion on the second level or on the existing first level LTACH unit are anticipated and therefore are
- Documentation and submission of any and all Owner, (Select Medical), directed work including low voltage equipment, and all other FFE items are excluded from this proposal. If submission is required to DHSS or the AHJ's having jurisdiction of the proposed project will be by Select Medical and or their contracted vendors.
- Select Medical has requested TKH to submit a proposal to assist in the application process with the Missouri Department of Health and Senior Services, (DHSS), to obtain occupancy of the expansion unit and occupancy changes in the existing LTACH unit on the first level. The proposal excludes MEP, FP, and structural engineering services, in entirety.
- DHSS will require documentation of the proposed space use of both the existing LTACH and the proposed LTACH expansion. TKH will document the existing conditions and proposed conditions and will utilize the Select Medical design and equipment standards unless directed otherwise by the Select Medical Project Manager.
- FGI 2014 will service as a basis of planning and design for the project.

TKH is in receipt of AutoCAD base plans, and Life Safety plans for the First and Second Levels of SJSC. Additional items are requested by this design team upon acceptance of this proposal and include:

- ~ Copy of the Letter of Equivalency Approval Letter of 12-04-13 of Fire Alarm Pull Station mounting height.
- ~ Copies of any previous DHSS or other AHJ's variance or equivalency approvals for the existing LTACH and the second level unit proposed for expansion of the LTACH.
- ~ Receipt of the Key Note details indicated on the CCI Life Safety documents dated June 7, 2024 and including the CCI recommendations / action items for remediation to be addressed by the Owner with the Life Safety Plan updates. This includes obtaining an understanding of completed items on the survey listing.
- ~ Receipt of any notations or issues identified in the most recent Joint Commission Survey of the existing LTACH and proposed LTACH expansion unit. This includes documentation of items corrected or submitted action plan descriptions.

**Fee Proposal - Work Effort**

	Meetings	Fee Projection			Comments	
		Travel Hours	Hours	Rate		Fee
Architectural Planning						
Field Verifications and Plan Updates	On Site					
Existing LTACH - First Level			9.00	175	\$1,575.00	
Existing Med /Surg Unit - Second Level			6.00	175	\$1,050.00	
Planning Kick Off Meeting 1	Teams					
Review and Confirm Project Scope and Responsibilities			1.00	225	\$225.00	
Owner Planning Documentation - Level 1 and Level 2 Existing and Proposed			6.00	175	\$1,050.00	
FGI 2014 Review / Issue Identification			6.00	225	\$1,350.00	
Meeting / Notes			2.00	175	\$350.00	
Planning Meeting 2 - Plan Updates	Teams					
Planning Documentation Updates - Level 1 and Level 2 Existing, Proposed and Life Safety Documents			9.00	175	\$1,575.00	
Issue discussion / variance approach with DHSS			6.00	225	\$1,350.00	
Meeting / Notes			2.00	175	\$350.00	
Planning Meeting 3 - Plan Updates and Plan Approvals	Teams					
Planning Document and Variance Approach Approvals			4.00	225	\$900.00	
Open H Number with DHSS			2.00	175	\$350.00	
Meeting / Notes			2.00	225	\$450.00	
DHSS Variance Request Process						
Select Medical Provided Letter of Request			0.00	225	\$0.00	
TKH Process Management			2.00	175	\$350.00	
Planning Subtotals - Hours and Professional Services	0.00		57.00		\$10,925.00	
Subtotal Reimbursables					\$250.00	
Travel, Printing and Courier Service						
Architectural Occupancy Plan Development and DHSS Submission						
Development of Occupancy Plans (with Furniture and Equipment)	Teams				Assumes Architectural and Engineering Design for Construction Documentation are required - Only Occupancy Plans are required. If added Architectural or Engineering Services are required, services will be an additional service to this proposal.	
First Level Existing and Proposed Scope of Work with FFE			12.00	200		\$2,400.00
Second Level Existing and Proposed Scope of Work with FFE			12.00	200		\$2,400.00
Phasing Plans to corresponding with CON Phasing Approach			6.00	200		\$1,200.00
Review Meeting with Select Medical and Notes			2.00	225		\$450.00
Development of Occupancy Plans Refinement (with Furniture and Equipment)	Teams					
Updated First Level Existing and Proposed Scope of Work with FFE			9.00	175		\$1,575.00
Updated Second Level Existing and Proposed Scope of Work with FFE			9.00	175		\$1,575.00
Updated Project Phasing Plans			6.00	175		\$1,050.00
Review Meeting with Select Medical and Notes			2.00	225		\$450.00
Occupancy Plan Approval (Select Medical)	Teams					
Updated First Level Existing and Proposed Scope of Work with FFE			6.00	175		\$1,050.00
Updated Second Level Existing and Proposed Scope of Work with FFE			6.00	175		\$1,050.00
Updated Project Phasing Plans			4.00	175		\$700.00
Review Meeting with Select Medical and Notes			2.00	175		\$350.00
Submit Occupancy Plan Set to DHSS For Plan Approvals			4.00	225	\$900.00	
DHSS On Site Occupancy Inspection	On Site		2.00	225	\$450.00	
St. Charles County Zoning and Fire Marshall Occupancy Inspections	On Site		2.00	225	\$450.00	
Conceptual Design Subtotals - Hours and Professional Services	0.00		84.00		\$16,050.00	
Subtotal Reimbursables					\$250.00	
Travel, Printing and Courier Service - Excludes printing of Permit Plan Sets						
Total Architectural Programming, Conceptual Design and High Level Estimate Fee and Reimbursable					\$27,475.00	

Equipment	Qty	Vendor	Budget
Nurse Call	4	Rauland (Enter Channel Partner)	\$32,000
Nurse Call Phones	5	Peak	\$5,000
Interior Signage	5	Vixxo	\$1,500
Ice Machines with Filter	1	Supply America-Singer	\$6,839
Shower Curtains/Central Bathing	10	Standard Textile	\$4,000
Telemetry	1	Fukuda	\$100,000
Furniture Package	1	Steelcase- Phillips Workplace Interiors	\$25,000
			<b>\$174,339</b>
Med Room Refrigerator	1	Supply America-Singer	\$2,428
			<b>\$2,428</b>
Patient TV 43" LED	10	Grainger	\$6,270
TV Mount	10	Grainger	\$910
TV Remote Master	1	Grainger	\$23
TV Remote Guest	1	Grainger	\$25
Clocks	10	Grainger	\$210
Patient Communication Boards	10	Taylor Communications	\$2,780
PPE Station	10	Grainger	\$2,790
PPE Wall Hange	10	Grainger	\$490
Glove Box Holder	10	Grainger	\$280
Sphygmomanometer Wall Mounted	10	Cardinal/Welsh Allen	\$950
Linen Hampers	10	Grainger	\$1,890
Wastebasket w/ lid, White, 23 Gal. (Patient Rooms & Patient Care)	10	Grainger	\$1,840
Wastebasket w/ lid, Red, 8 Gal. Slim (Patient Rooms & Patient Care)	10	Grainger	\$1,040
Wastebasket, Beige, 7 Gal. (Patient Bathrooms)	10	Grainger	\$350
Wastebasket, Beige, 10 Gal. (Offices)	10	Grainger	\$430
			<b>\$20,278</b>
Linen Cart 5'	1	Grainger	\$308
Shelf Liner,60 x 24 in.,Clear,PK4	1	Grainger	\$36
Linen Cart Cover 5'	1	Grainger	\$399
Linen Cart 4'	1	Grainger	\$269
Shelf Liner,48 x 24 in.,Clear,PK4	1	Grainger	\$31
			<b>\$1,043</b>
Defibrillator	1	Zoll	\$15,500
Code Cart	1	TBD	\$2,420
Portable Suction	1	Tri Anim	\$659
Flowmeter Oxygen Chemetron	10	TriAnim	\$410
Flowmeter Air Chemetron	10	TriAnim	\$470
Microwave	1	Grainger	\$167
Refrigerator	1	Grainger	\$819
Refrigerator Thermometer	1	Grainger	\$3
			<b>\$20,448</b>
Capital	1		\$20,000
Expense	1		\$10,000
			<b>\$30,000</b>
<b>Total Equipment</b>			<b>\$248,537</b>
Sales Tax (6%)			\$14,912
Shipping (4%)			\$9,941
Storage			\$10,000
<b>Grand Total</b>			<b>\$283,390</b>

# STATE OF MISSOURI



**Rebecca McDowell Cook**  
**Secretary of State**  
CORPORATION DIVISION  
CERTIFICATE OF AMENDMENT

WHEREAS,

INTENSIVA HOSPITAL OF GREATER ST. LOUIS, INC.

FORMERLY,

TCA OF GREATER ST. LOUIS, INC.

A CORPORATION ORGANIZED UNDER THE GENERAL AND BUSINESS CORPORATION LAW HAS DELIVERED TO ME A CERTIFICATE OF AMENDMENT OF ITS ARTICLES OF INCORPORATION AND HAS IN ALL RESPECTS COMPLIED WITH THE REQUIREMENTS OF LAW GOVERNING THE AMENDMENT OF ARTICLES OF INCORPORATION UNDER THE GENERAL BUSINESS CORPORATION LAW, AND THAT THE ARTICLES OF INCORPORATION OF SAID CORPORATION ARE AMENDED IN ACCORDANCE THEREWITH.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 1ST DAY OF AUGUST, 1996.

*Rebecca McDowell Cook*  
Secretary of State

\$25.00



John R. Ashcroft Secretary of State  
2023-2024 BIENNIAL REGISTRATION REPORT  
BUSINESS

**00412125**  
**Date Filed: 7/5/2023**  
**John R. Ashcroft**  
**Missouri Secretary of State**

☒ I ELECT TO FILE A BIENNIAL REGISTRATION REPORT

**\* SECTION 1, 3 & 4 ARE REQUIRED**

<p>REPORT DUE BY: <u>10/31/2023</u></p> <p><b>00412125</b> INTENSIVA HOSPITAL OF GREATER ST. LOUIS, INC. C T CORPORATION SYSTEM 120 S CENTRAL AVE CLAYTON MO 63105-1705</p>	<p>RENEWAL MONTH: <b>JULY</b></p> <p><input type="checkbox"/> I OPT TO CHANGE THE CORPORATION'S RENEWAL MONTH TO FOR A \$25.00 FEE</p> <hr/> <p><b>PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS:</b> *</p> <p><b>4714 Gettysburg Rd</b> (Required)</p> <hr/> <p>STREET <b>Mechanicsburg PA 17055-4325</b></p> <p>CITY / STATE ZIP</p>				
<p><b>2</b> If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.</p> <p><input type="checkbox"/> The new registered agent _____</p> <p><b>IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.</b></p> <p><input type="checkbox"/> The new registered office address _____</p> <p><b>Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.</b></p>					
<p><b>3</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">OFFICERS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). <u>MUST LIST PRESIDENT AND SECRETARY BELOW</u></th> <th style="width: 50%; text-align: center;">BOARD OF DIRECTORS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). <u>MUST LIST AT LEAST ONE DIRECTOR BELOW</u></th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;"> <p><b><u>PRESIDENT</u></b> Mullin, Thomas P 4714 Gettysburg Rd</p> <p>STREET</p> <p>CITY/STATE/ZIP <u>Mechanicsburg PA 17055-4325</u></p> <p><b><u>SECRETARY</u></b> Tarvin, Michael E 4714 Gettysburg Road</p> <p>STREET</p> <p>CITY/STATE/ZIP <u>Mechancisburg PA 17055-4325</u></p> <p><b><u>VICE PRESIDENT</u></b> Duggan, John F 4714 Gettysburg Rd</p> <p>STREET</p> <p>CITY/STATE/ZIP <u>Mechanicsburg PA 17055-4325</u></p> <p><b><u>TREASURER</u></b> Veit, Joel T 4714 Gettysburg Rd</p> <p>STREET</p> <p>CITY/STATE/ZIP <u>Mechanicsburg PA 17055-4325</u></p> </td> <td style="vertical-align: top;"> <p><b><u>NAME</u></b> Tarvin, Michael E. 4714 Gettysburg Road</p> <p>STREET</p> <p>CITY/STATE/ZIP <u>Mechanicsburg PA 17055-4325</u></p> <p><b><u>NAME</u></b></p> <p>STREET</p> <p>CITY/STATE/ZIP _____</p> <p><b><u>NAME</u></b></p> <p>STREET</p> <p>CITY/STATE/ZIP _____</p> <p><b><u>NAME</u></b></p> <p>STREET</p> <p>CITY/STATE/ZIP _____</p> </td> </tr> </tbody> </table> <p style="text-align: center;">NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED</p>	OFFICERS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). <u>MUST LIST PRESIDENT AND SECRETARY BELOW</u>	BOARD OF DIRECTORS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). <u>MUST LIST AT LEAST ONE DIRECTOR BELOW</u>	<p><b><u>PRESIDENT</u></b> Mullin, Thomas P 4714 Gettysburg Rd</p> <p>STREET</p> <p>CITY/STATE/ZIP <u>Mechanicsburg PA 17055-4325</u></p> <p><b><u>SECRETARY</u></b> Tarvin, Michael E 4714 Gettysburg Road</p> <p>STREET</p> <p>CITY/STATE/ZIP <u>Mechancisburg PA 17055-4325</u></p> <p><b><u>VICE PRESIDENT</u></b> Duggan, John F 4714 Gettysburg Rd</p> <p>STREET</p> <p>CITY/STATE/ZIP <u>Mechanicsburg PA 17055-4325</u></p> <p><b><u>TREASURER</u></b> Veit, Joel T 4714 Gettysburg Rd</p> <p>STREET</p> <p>CITY/STATE/ZIP <u>Mechanicsburg PA 17055-4325</u></p>	<p><b><u>NAME</u></b> Tarvin, Michael E. 4714 Gettysburg Road</p> <p>STREET</p> <p>CITY/STATE/ZIP <u>Mechanicsburg PA 17055-4325</u></p> <p><b><u>NAME</u></b></p> <p>STREET</p> <p>CITY/STATE/ZIP _____</p> <p><b><u>NAME</u></b></p> <p>STREET</p> <p>CITY/STATE/ZIP _____</p> <p><b><u>NAME</u></b></p> <p>STREET</p> <p>CITY/STATE/ZIP _____</p>
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<p><b>4</b></p>	<p>The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 575.060 RSMo. Photocopy or stamped signature not acceptable. *</p> <p><b>Authorized party or officer sign here</b> <u>Michael E Tarvin</u> (Required)</p> <hr/> <p><b>Please print name and title of signer:</b> <u>Michael E Tarvin</u> / <u>Secretary</u></p> <p style="text-align: center;">NAME TITLE</p>				
<p><b>REGISTRATION REPORT FEE IS:</b>          ___\$40.00 If filed on or before 10/31/2023          ___\$55.00 If filed on or before 11/30/2023          ___\$70.00 If filed on or before 12/31/2023          ___\$85.00 If filed on or before 1/31/2024  <b>ADD AN ADDITIONAL \$25.00 FEE IF CHANGING THE RENEWAL MONTH.</b></p>	<p><b>WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE</b></p> <p>E-MAIL ADDRESS (OPTIONAL): <u>aaltland@selectmedical.com</u></p>				

**REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED**  
RETURN COMPLETED REGISTRATION REPORT AND PAYMENT TO: Secretary of State, P.O. Box 778, Jefferson City, MO 65102

**State of Missouri****John R. Ashcroft, Secretary of State**Corporations Division  
PO Box 778 / 600 W. Main St., Rm. 322  
Jefferson City, MO 65102

**X01018334**  
**Date Filed: 12/4/2024**  
**Expiration Date: 12/14/2029**  
**John R. Ashcroft**  
**Missouri Secretary of State**

**Registration of Fictitious Name***(Submit with filing fee of \$7.00)**(Must be typed or printed)*

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. The fictitious name registration expires 5 years from the filing date. (Chapter 417, RSMo)

**Please check one box:**

☐ New  
☐ Registration    ☒ Renewal X01018334    ☐ Amendment \_\_\_\_\_    ☐ Correction \_\_\_\_\_  
*Charter number*
*Charter number*
*Charter number*

**The undersigned is doing business under the following name and at the following address:**Business name to be registered: Select Specialty Hospital - St. LouisBusiness Address: 300 First Capitol Drive 1st Floor - 1A & 1B*(PO Box may only be used in addition to a physical street address)*City, State and Zip Code: St. Louis, MO 63301-2844**Owner Information:**

If a business entity is an owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed. Please attach a separate page for more than three owners. The parties having an interest in the business, and the percentage they own are:

Name of Owners, Individual or Business Entity	Charter # Required If Business Entity	Street and Number	City and State	Zip Code	If Listed, Percentage of Ownership Must Equal 100%
INTENSIVA HOSPITAL OF GREATER ST. LOUIS, INC.	00412125	4714 Gettysburg Rd	Mechanicsburg, PA	17055 - 4325	100.00

**All owners must affirm by signing below**

In Affirmation thereof, the facts stated above are true and correct:

*(The undersigned understands that false statements made in this filing are subject to the penalties of a false declaration under Section 575.060 RSMo)*INTENSIVA HOSPITAL OF GREATER ST. LOUIS,  
INC. - Michael E Tarvin*Owner's Signature or Authorized Signature of Business Entity*INTENSIVA HOSPITAL OF GREATER ST.  
LOUIS, INC. - MICHAEL E TARVIN*Printed Name*

12/04/2024

*Date*

Name and address to return filed document:

Name: Amanda AltlandAddress: Email: aaltland@selectmedical.com

City, State, and Zip Code: \_\_\_\_\_

Corp. 56 (09/2010)

## **DIVIDER II: PROPOSAL DESCRIPTION**

## **Divider II: Proposal Description:**

### **1. Provide a complete detailed project description.**

Intensiva Hospital of Greater St. Louis Inc. owns and operates Select Specialty Hospital – St. Louis (“SSH St. Louis” or “Applicant”) located at 300 First Capitol Drive, St. Charles, Missouri 63301. SSH St. Louis is a long-term acute care hospital (“LTCH”) currently licensed for thirty-three (33) beds. SSH St. Louis cares for patients with a prolonged need for an acute level of care. SSH St. Louis has specialized staff and resources designed to support chronically ill patients in their recovery journey and facilitate their return home. This hospital-in-a-hospital setting provides a unique care model that is proximate to available services SSM Health St. Joseph Hospital, a general acute care hospital.

SSH St. Louis is currently licensed for thirty-three (33) beds with six (6) semi-private/dual occupancy patient rooms and twenty-one (21) private patient rooms. Applicant is seeking to add ten (10) beds to its existing license for a total of forty-three (43) LTCH beds.

Applicant will operate the 10 additional beds as part of its “hospital within a hospital” on the 2<sup>nd</sup> floor directly above the current 1<sup>st</sup> floor operation. Applicant recently expanded its lease to include the 2<sup>nd</sup> floor space where the 10 additional beds will be located. No physical expansion of the existing structure is required but the space will be renovated for purposes of operating the additional licensed beds. Applicant will maintain its existing operations on the 1<sup>st</sup> floor and operate the 10 additional beds on the 2<sup>nd</sup> floor as private patient rooms.

The additional 10 beds will play a pivotal role in addressing the growing healthcare needs of the western side of the greater St. Louis metropolitan area and St. Charles, Warren and Lincoln counties. As St. Charles, Warren, and Lincoln counties are experiencing sustained population growth, these new LTCH beds will provide much-needed capacity to meet the rising demand for LTCH services in these areas. By adding these 10 beds, SSH St. Louis will enhance its ability to provide more private, personalized, high-quality care to patients who require extended stays for acute medical treatment. This expansion will help reduce strain on existing facilities and ensure that residents of these growing counties have access to timely and effective care. Furthermore, the new beds will support efforts to minimize patient transfers to facilities located farther away, thereby improving continuity of care and patient outcomes across the region.

LTCHs serve a critical role in comprehensive healthcare delivery. Through specialized treatment programs and staffing models, SSH St. Louis treats patients with acute, highly complex, and specialized needs. Treatment programs focus on specific patient needs and medical conditions, such as physical rehabilitation, ventilator weaning protocols, comprehensive wound care assessments and treatment protocols, medication review and antibiotic stewardship, infection control prevention, and customized mobility, speech, and swallow programs. Staffing models seek to ensure that patients have the appropriate clinical resources over the course of their stay. SSH St. Louis maintains quality assurance programs to support and monitor quality of care standards and to meet regulatory requirements and maintain Medicare certifications.

Select Specialty Hospital-St. Louis is the only LTCH operating in St. Charles County. The next nearest LTCHs west of St. Charles are located over 80 miles away in Springfield, MO and Columbia, MO. There is one other LTCH within the 15-mile radius of SSH St. Louis’s St. Charles location which is Select Specialty Hospital – Town and Country (“SSH T&C”), which is

currently licensed for 38 beds. SSH T&C has received CON approval to relocate to the Christian Hospital campus and reduce its bed count to 28 LTCH beds.

Applicant is seeking additional LTCH beds to support patient needs across the greater St. Louis metropolitan area and the growing population in St. Charles, Lincoln and Warren counties. The approval of 10 additional LTCH beds will allow Applicant to serve more patients and provide private rooms for patients who need LTCH services closer to the communities where the patients live, which will enhance the patient/family experience and quality outcomes.

**2. Provide a timeline of events for the project, from issuance of the CON through project completion.**

Upon receipt of Certificate of Need (anticipated decision July 2025):

- Calibration and Training: 4 weeks
  - o Includes staff orientation, onboarding, policy/procedure review, surveys, inspections, etc.
  - o Due to the limited nature of the construction/repair/maintenance work required for the 10 additional LTCH beds, it is anticipated that Applicant can move quickly into training and preparation of first patient upon receipt of CON.
- First Patient: Anticipated September 2025

The timeline is subject to issuance of CON and licensure inspections/survey schedules and availability prior to admitting first patient.

**3. Provide a legible city or county map showing the exact location of the proposed facility.**

See **Attachment II.3.**

**4. Provide a site plan for the proposed facility.**

See **Attachment II.4.**

**5. Provide preliminary schematic drawings for the proposed project.**

See **Attachment II.5.**

**6. Provide evidence that architectural plans have been submitted to DHSS.**

See **Attachment II.6.** The nature of this renovation does not require architectural plans, but discussions with DHSS are ongoing with respect to the renovations and life-safety plans for the space.

**7. Provide the proposed gross square footage.**

The proposed gross square footage of the proposed 10 bed expansion space is 7,650 square feet.

**8. Document ownership of the project site, or provide an option to purchase.**

Applicant is currently leasing the premises from SSM Health Care St. Louis through November 30, 2027 and has an option to renew at the end of the current term. See **Attachments II.8.**

**9. Define the community to be served.**

The community to be served will be all LTCH appropriate patients in the greater St. Louis metropolitan area and St. Charles, Warren and Lincoln counties. Due to its location on the west side of the Missouri River, our experience has been that the majority of patients treated at SSH St. Louis reside in St. Charles, Lincoln, and Warren counties and the north/western areas of St. Louis county.

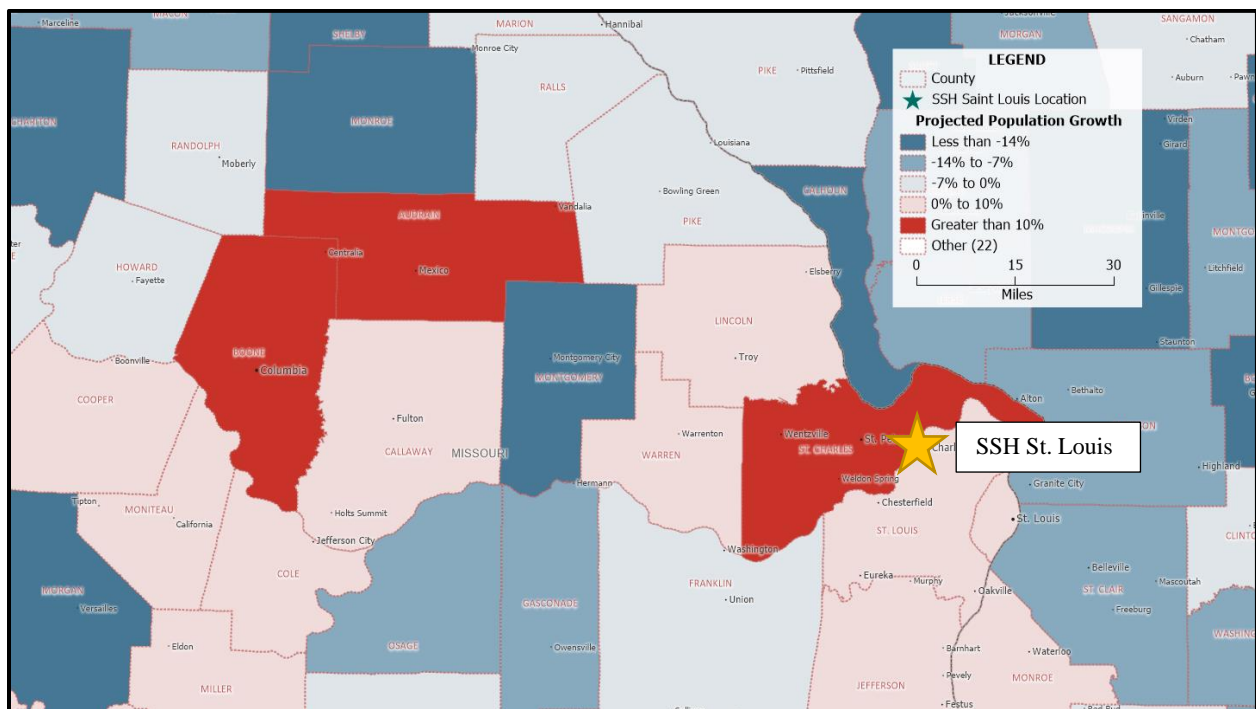
#### 10. Provide the projected population for the 15-mile radius service area

Based on the population data provided by DHSS, the estimated 2030 population for the 15-mile radius service area around SSH St. Louis is **967,449**. The 15-mile radius service area includes portions of St. Charles, St. Louis, and Lincoln counties, and a small portion of the western edge of the City of St. Louis.

Based on other studies, St. Charles, Lincoln, and Warren counties are projected to see year-over-year increases in population. Per the Office of Administration Division of Budgeting and Planning and the State of Missouri statistics, 2035 population growth is projected as follows:

- St. Charles County: >470,000
- Lincoln County: >65,000
- Warren County: >46,000

The map below shows the projected population growth by county, expressed as a percentage change, for the period 2020 to 2035. Statistics are provided by Caliper's Maptitude software.



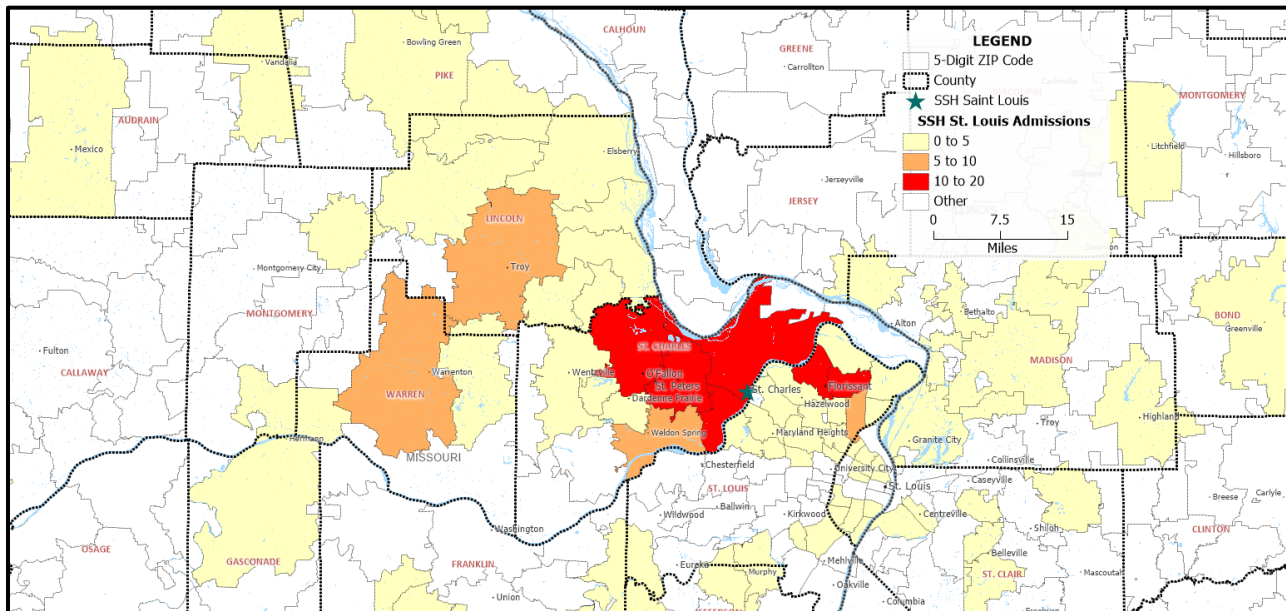
#### 11. Identify specific community problems or unmet needs the proposal would address.

There is currently a need for LTACH beds in the 15-mile radius surrounding SSH St. Louis's St. Charles facility, and that need will increase when SSH T&C reduces its bed count.

SSH St. Louis has historically run a high occupancy rate exceeding 80%. Applicant is often limited to admissions with the current configuration of 6 semi-private rooms due to “germ and gender” admission requirements and the inability to fully optimize the dual-occupancy/semi-private rooms. With the additional 10 private LTCH beds added to SSH St. Louis, applicant will have greater capacity and flexibility to care for more patients who require the LTCH level of care, with the new beds adding more capacity for patients to have private rooms.

Year	Occupancy Rate (%)
2022	87.8%
2023	91%
2024	84.2%
2025 (YTD through March)	81.2%

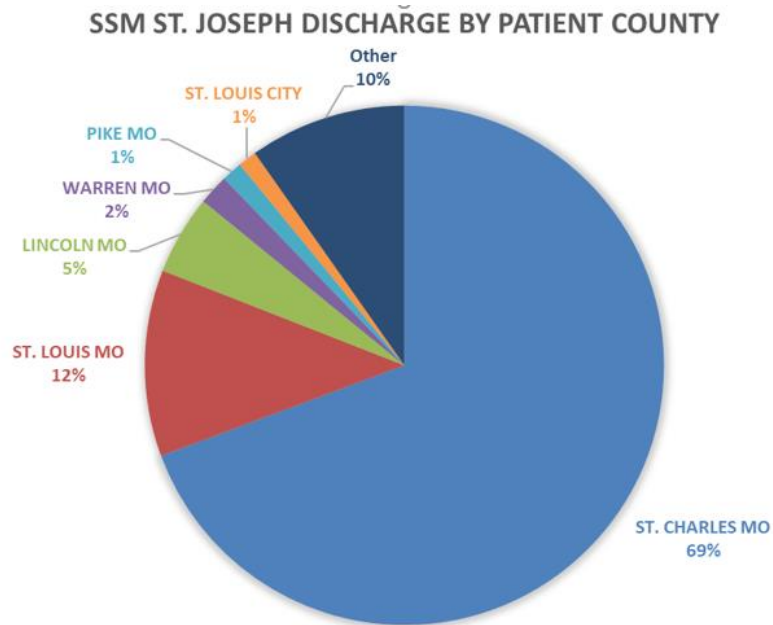
The population in the St. Charles and surrounding counties is projected to continue its growth year over year. The heat map below illustrates SSH St. Louis discharges for the trailing twelve months ending March 31, 2025. The yellow, orange, and red shading highlights patient origin zip codes, indicating where current SSH St. Louis patients reside. Of the 293 discharges during this period, 27% were from zip codes within St. Louis County, making it the leading source of patients. Close behind is St. Charles County, accounting for 26% of discharges. The next largest contributing areas are Lincoln County, Madison County (Illinois), and Saint Louis City at 6%, 5%, and 5% of discharges, respectively.



SSM St. Joseph Hospital West and SSM St. Joseph Hospital have historically accounted for over 20% of SSH St. Louis’s admissions. As population continues to grow to the west of the metropolitan St. Louis area, it is anticipated that the admission and volume will increase from SSM St. Joseph Hospital and SSM St. Joseph Hospital West.

Additionally, we analyzed MedPar data from our host hospital, SSM St. Joseph Hospital, to better understand the patient origins of the facility. This data reflects Medicare discharges for the twelve months ending June 30, 2024. As shown in the chart below, the majority of patients discharged

from SSM St. Joseph Hospital reside in St. Charles County. This further supports our recommendation to add 10 LTCH beds in the St. Charles County market to meet the needs of its growing community.



**12. Provide historical utilization for each of the past three (3) full years and utilization projections through the first three (3) full years of operations of the new LTCH beds.**

Year	Patient Days
2022	10,316
2023	10,417
2024	9,938

Year	Projected Patient Days
2026	10,242
2027	10,607
2028	10,972

**13. Provide the methods and assumptions used to project utilization.**

Methods and assumptions used for utilization are based on Applicant's history of provided LTCH services across the greater St. Louis market and the St. Charles market, and its understanding of the community needs considering the market reduction in LTCH beds in service.

Given the utilization of the other LTCHs in the greater St. Louis market, there is a need for more beds to be in operation to continue adequately serving the patient population.

The 10 additional LTCH beds at SSH St. Louis will help meet the continued need of LTCH care while accounting for the future reduction of operational LTCH beds at SSH T&C.

**14. Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input.**

St. Charles County only has one LTCH provider with SSH St. Louis's current 33 bed LTCH. Adding 10 LTCH beds to St. Charles County will help bridge the gap in the greater St. Louis community. See **Attachment II.14** which is a copy of the public notice concerning Applicant's plan to add 10 beds to SSH St. Louis.

**15. Provide copies of any petitions, letters or support or opposition received.**

See **Attachments II.15**.

**16. Document that providers of similar health services in the proposed 15-mile radius have been notified of the application by a public notice in the local paper.**

The only LTCH operating within a 15-mile radius SSH St. Louis is SSH T&C. SSH T&C is wholly-owned and operated by Applicant (Intensiva Hospital of Greater St. Louis, Inc.) and therefore does not require notification via public notice in the local paper.

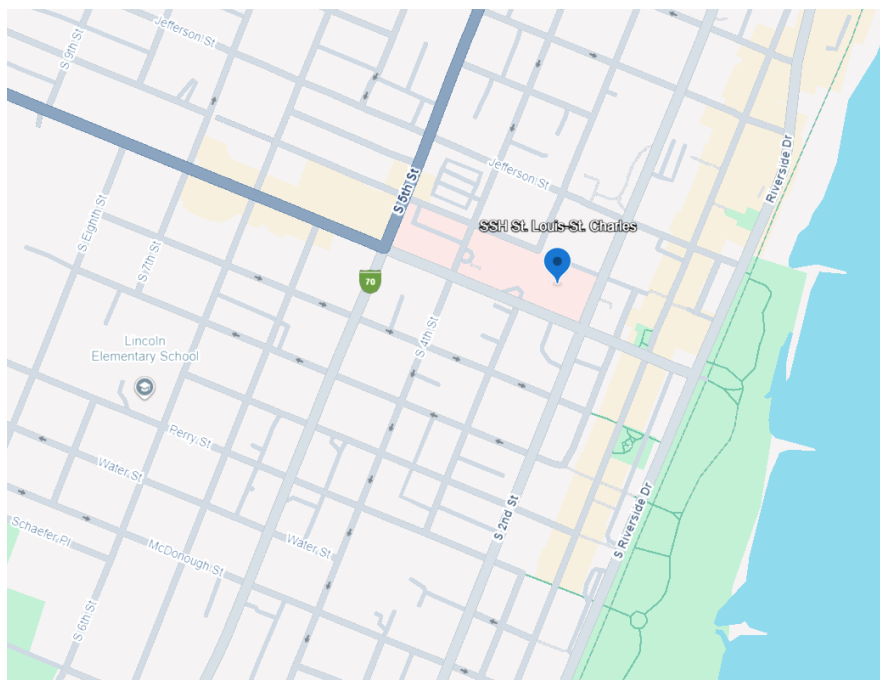
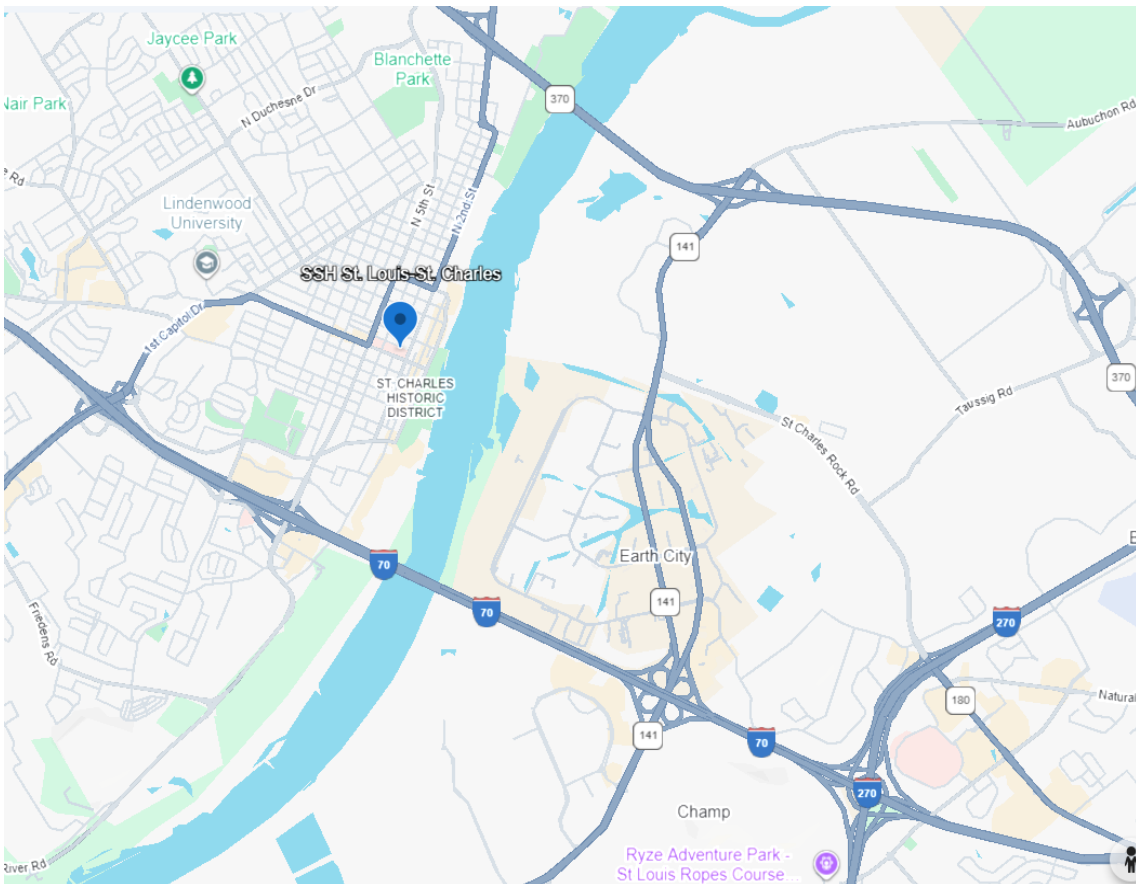
**17. Document that providers of all affected facilities in the proposed 15-mile radius were addressed letters regard this application.**

The only LTCH operating within a 15-mile radius SSH St. Louis is SSH Town and Country. SSH Town and Country is wholly-owned and operated by Applicant (Intensiva Hospital of Greater St. Louis, Inc.) and therefore does not require formal notification. A public notice was published in the St. Louis Post Dispatch on May 2, 2025. See **Attachment II.14**.

## **DIVIDER II: ATTACHMENTS**

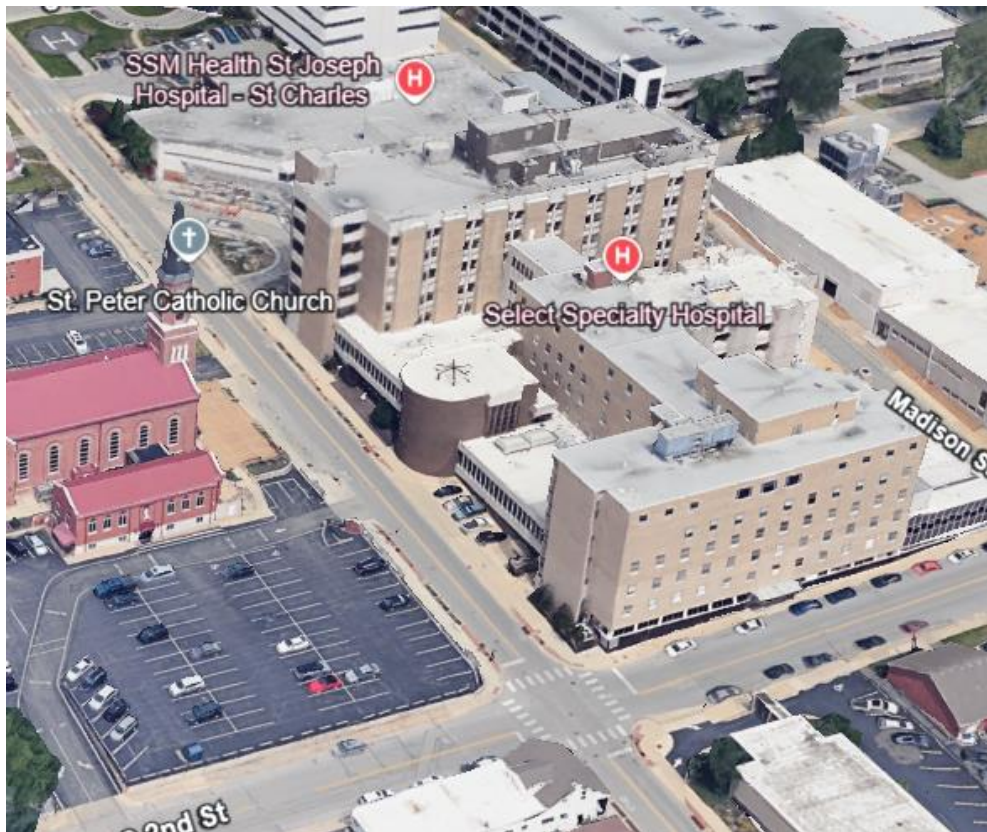
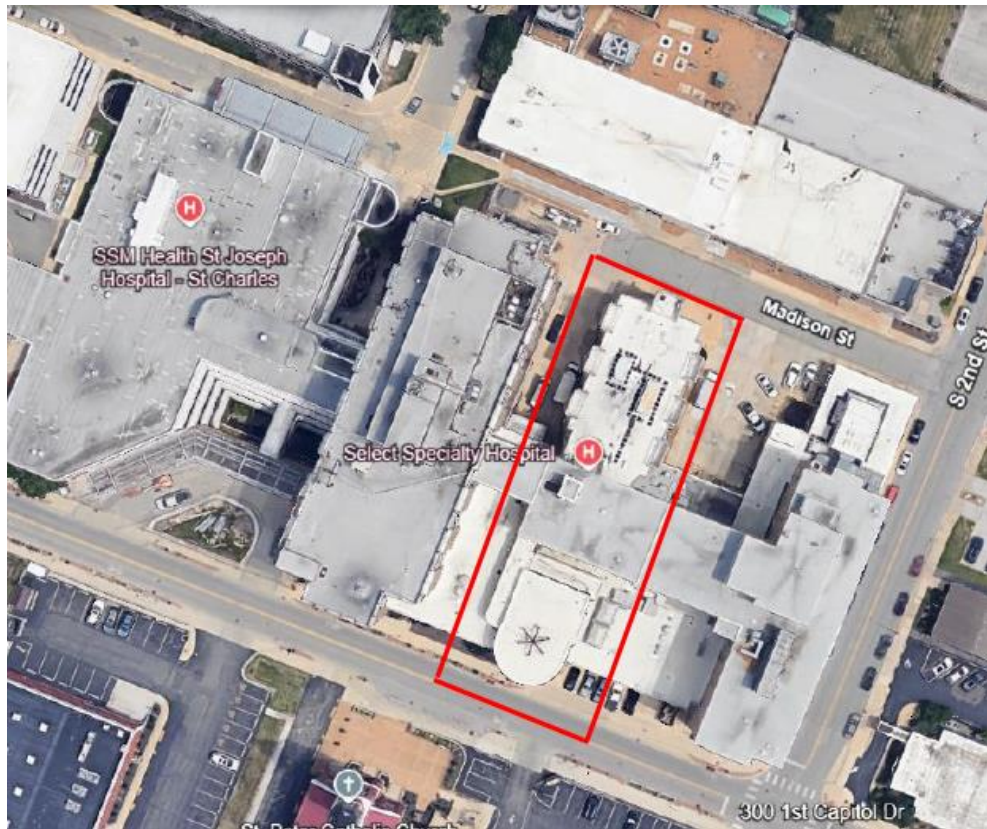
### Attachment II.3.

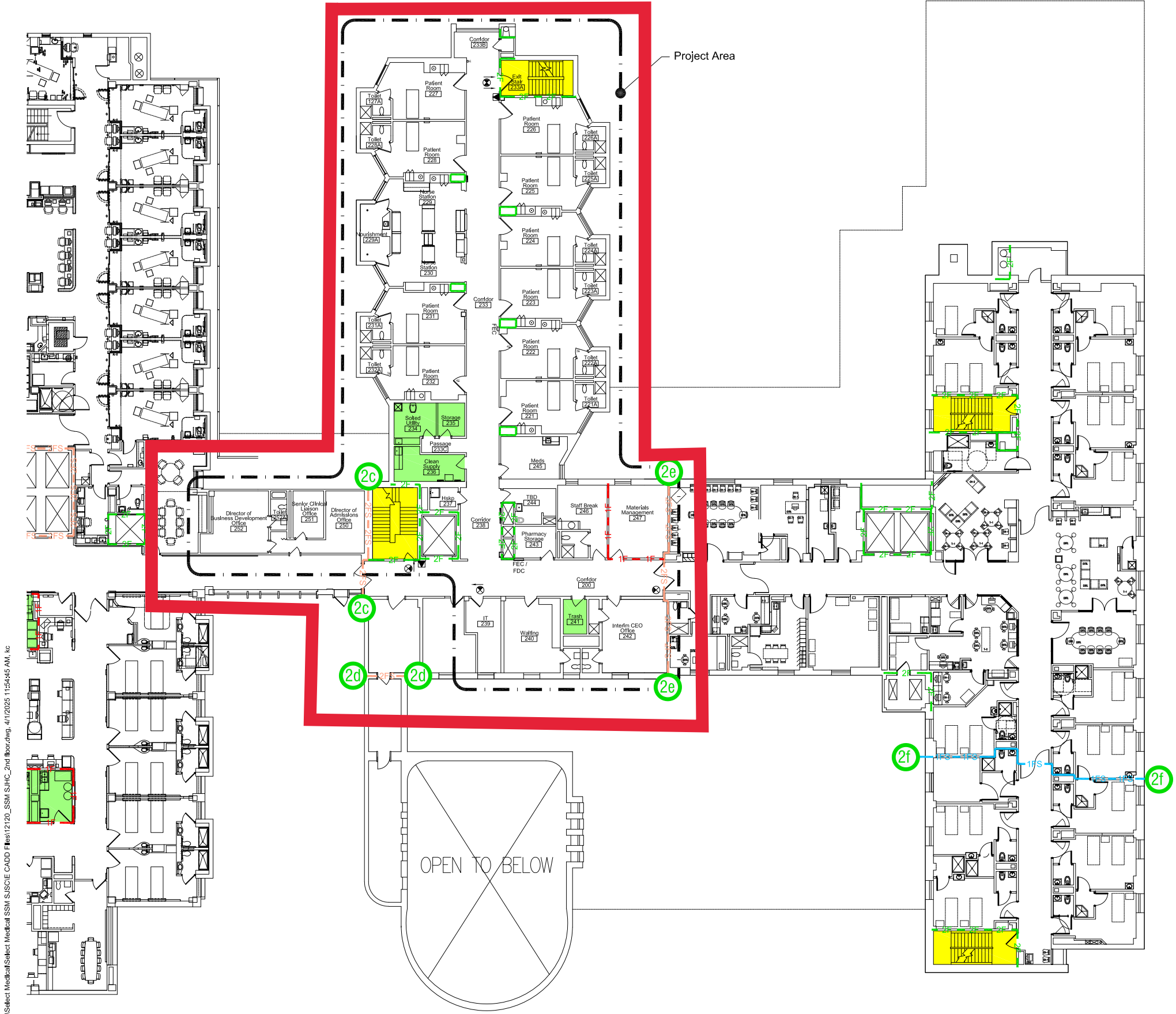
#### Location Map



## Attachment II.4.

### Site Plan





Life Safety Legend

Exit Direction

Rated Exit Enclosure

Hazardous Area

x'-x'

Travel Distance

2F - 2F

2 Hour Fire Barrier Wall

1F - 1F

1 Hour Fire Barrier Wall

2FS - 2FS

2 Hour Fire / Smoke Barrier

1FS - 1FS

1 Hour Fire / Smoke Barrier

SB - SB

Non-Rated Smoke Partition

Smoke Barrier Identification

FE

Fire Extinguisher /  
Fire Extinguisher Cabinet

Exit Sign

Manual Pull Station

Select Medical

SJ-SC 2nd Floor LTAC

Proposed Life Safety Plan

TKH

TCHOUMKALEFF KELLY HARTKE

HEALTHCARE FACILITY PLANNING, PROGRAMMING, DESIGN

03/26/2025

Project #: 25630-00-00

File Name: SM SJ-SC 2F LTAC.dwg

Drawn By: kg

0 NTS

F:\Drawings\Select Medical\Select Medical SSM SJ-SC 2nd Floor.dwg, 4/1/2025 11:54:45 AM, k

**From:** Tang, K.C. <KoTang@selectmedical.com>  
**Sent:** Friday, May 2, 2025 4:12 PM  
**To:** O'Donnell, Patrick J.  
**Subject:** FW: H-2073 Select Medical LTAC at SJ-SC 2F - Preliminary Drawing Review

Thanks

K.C. Tang

---

**From:** Katie Gallardo <kgallardo@tkhinc.com>  
**Sent:** Friday, April 18, 2025 3:01 PM  
**To:** DHSS, ECU <ECU@health.mo.gov>  
**Cc:** Michael Tchoukaleff <michaeltch@tkhinc.com>; Tang, K.C. <KoTang@selectmedical.com>  
**Subject:** RE: H-2073 Select Medical LTAC at SJ-SC 2F - Preliminary Drawing Review

WARNING: This email originated from outside the organization. Please validate the sender's email address and do not click links or open attachments unless you recognize the sender and are expecting the message.

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Good afternoon Carrie,  
No problem at all – thanks for getting back to me!

Thursday, April 24 at 1 pm would be great – we look forward to discussing.

Have a great weekend and Happy Easter!

**Katie Gallardo**

**Tchoukaleff Kelly Hartke**  
121 Hunter Avenue, Suite 205  
St. Louis, MO 63124  
Office: 314.721.1618  
Cell: 314.369.9709  
[www.tkhinc.com](http://www.tkhinc.com)

---

**From:** DHSS, ECU <[ECU@health.mo.gov](mailto:ECU@health.mo.gov)>  
**Sent:** Thursday, April 17, 2025 4:35 PM  
**To:** Katie Gallardo <[kgallardo@tkhinc.com](mailto:kgallardo@tkhinc.com)>; DHSS, ECU <[ECU@health.mo.gov](mailto:ECU@health.mo.gov)>  
**Cc:** Michael Tchoukaleff <[michaeltch@tkhinc.com](mailto:michaeltch@tkhinc.com)>; Tang, K.C. <[KoTang@selectmedical.com](mailto:KoTang@selectmedical.com)>  
**Subject:** RE: H-2073 Select Medical LTAC at SJ-SC 2F - Preliminary Drawing Review

Katie,

Did I email you back on this yet? I'm sorry if I did and forgot (and equally sorry if I didn't). Here are some times we have next week:

Tuesday, April 22 at 1 pm

Wednesday, April 23 at 10 am

Thursday, April 24 at 1 pm

Thank you,



**Carrie Schaumburg** | Architect  
Missouri Department of Health and Senior Services  
Engineering Consultation Unit  
P.O. Box 570, Jefferson City, MO 65102-0570  
573-526-5350 | [Carrie.Schaumburg@health.mo.gov](mailto:Carrie.Schaumburg@health.mo.gov)

**Online Reporting for Abuse and Neglect is now available. Adult abuse and neglect reports can now be made online 24/7, <https://health.mo.gov/safety/abuse/>**

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**From:** Katie Gallardo <[kgallardo@tkhinc.com](mailto:kgallardo@tkhinc.com)>  
**Sent:** Tuesday, April 15, 2025 9:04 AM  
**To:** DHSS, ECU <[ECU@health.mo.gov](mailto:ECU@health.mo.gov)>  
**Cc:** Michael Tchoukaleff <[michaeltch@tkhinc.com](mailto:michaeltch@tkhinc.com)>; Tang, K.C. <[KoTang@selectmedical.com](mailto:KoTang@selectmedical.com)>  
**Subject:** H-2073 Select Medical LTAC at SJ-SC 2F - Preliminary Drawing Review

Good morning,  
We would like to set up a preliminary review for the Select Medical LTAC project at SSM St. Joseph Hospital – St. Charles. The drawings for this project are attached for reference. Please let us know your availability for this review and if you have any questions.

Thank you,

**Katie Gallardo**

**Tchoukaleff Kelly Hartke**  
121 Hunter Avenue, Suite 205  
St. Louis, MO 63124  
Office: 314.721.1618  
Cell: 314.369.9709  
[www.tkhinc.com](http://www.tkhinc.com)

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**From:** DHSS HSLCARP <[HSLCARP@HEALTH.MO.GOV](mailto:HSLCARP@HEALTH.MO.GOV)>  
**Sent:** Friday, April 04, 2025 11:30 AM  
**To:** Katie Gallardo <[kgallardo@tkhinc.com](mailto:kgallardo@tkhinc.com)>  
**Cc:** Michael Tchoukaleff <[michaeltch@tkhinc.com](mailto:michaeltch@tkhinc.com)>; Tang, K.C. <[KoTang@selectmedical.com](mailto:KoTang@selectmedical.com)>; DHSS, ECU <[ECU@health.mo.gov](mailto:ECU@health.mo.gov)>; Dunlap, Terry <[Terry.Dunlap@health.mo.gov](mailto:Terry.Dunlap@health.mo.gov)>  
**Subject:** RE: Select Medical LTAC at SJ-SC 2F - H Number Request

Good morning! Your project number is H-2073. Please reference this number in future communications regarding this project. The Engineering Consultation Unit (ECU) will complete the initial plan review and construction inspections. Then, a Life Safety Code (LSC) surveyor will complete the 100% licensure inspection. Depending on the project details, a nurse surveyor may also be at the 100% inspection. Please see attached for the current state inspection process and construction tracking form. These are the most current forms to be used on future projects. Per the Steps for State Inspection Process, your next step is step #3. Please let us know if you have any questions.

Thank you.

Becky Edvall

Licensing Coordinator

Missouri Department of Health and Senior Services

Bureau of Hospital Standards

P: (573) 751-6303

F: (573) 526-3621

CONFIDENTIALITY STATEMENT:

This electronic communication is from the Missouri Department of Health and Senior Services and is confidential, privileged and intended only for the use of the recipient named above. If you are not the intended recipient or the employee or agent responsible for delivering this information to the intended recipient, unauthorized disclosure, copying, distribution or use of the contents of this transmission is strictly prohibited. If you have received this message in error, please notify the sender immediately at the following e-mail address [rebecca.edvall@health.mo.gov](mailto:rebecca.edvall@health.mo.gov)

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**From:** Katie Gallardo <[kgallardo@tkhinc.com](mailto:kgallardo@tkhinc.com)>

**Sent:** Thursday, April 3, 2025 11:28 AM

**To:** DHSS HSLCARP <[HSLCARP@HEALTH.MO.GOV](mailto:HSLCARP@HEALTH.MO.GOV)>

**Cc:** Michael Tchoukaleff <[michaeltch@tkhinc.com](mailto:michaeltch@tkhinc.com)>; Tang, K.C. <[KoTang@selectmedical.com](mailto:KoTang@selectmedical.com)>

**Subject:** Select Medical LTAC at SJ-SC 2F - H Number Request

Good morning,

Please find attached the completed project tracking form and Life Safety Plan for the Select Medical LTAC at St. Joseph Hospital – St. Charles 2<sup>nd</sup> Floor.

Please let us know if you have any questions or if there is anything else you need for assignment of a project number.

Thank you,

Katie Gallardo

Tchoukaleff Kelly Hartke

121 Hunter Avenue, Suite 205

St. Louis, MO 63124

Office: 314.721.1618

Cell: 314.369.9709

[www.tkhinc.com](http://www.tkhinc.com)

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** ("Lease") is made and entered into as of the 1<sup>st</sup> day of December, 2019, by and between **SSM HEALTH CARE ST. LOUIS**, a Missouri non-profit corporation, owning and operating, **SSM HEALTH ST. JOSEPH HOSPITAL – ST. CHARLES** ("Landlord"), and **INTENSIVA HOSPITAL OF GREATER ST. LOUIS, INC.**, a Missouri corporation, d/b/a **SELECT SPECIALTY HOSPITAL – ST. LOUIS** ("Tenant").

### **WITNESSETH, THAT:**

**WHEREAS**, Landlord owns and operates an acute care hospital (the "Host Facility") located at 300 First Capital Drive, St. Charles, Missouri 63301-2844 and known as SSM Health St. Joseph Hospital – St. Charles. The Host Facility includes approximately 18,817 square feet of space known as Wing 1A and 1B of the Host Facility, Room G342 and Office Space Room 1413 with room for not less than thirty-three (33) licensed beds and for related support services and administrative facilities as required for state licensure (such additional space containing at least 1,500 square feet and an on-site storage facility which is easily accessible) (collectively, the "Premises"). The Premises is depicted on the space plan attached hereto as Exhibit A. The address of the Premises and the Hospital (as hereinafter defined) to be operated therein is 300 First Capital Drive, St. Charles, Missouri 63301-2844.

**WHEREAS**, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Premises for the establishment and operation of a long-term care hospital (the "Hospital") to be operated in compliance with 42 C.F.R. 412.22(e)(5)(ii) (addressing situations where a hospital is operating within another hospital), subject to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the rent and the conditions, covenants, and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

**1. PREMISES AND USE.** Upon and subject to the terms, provisions, and conditions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises. The Premises shall be used for the purpose of operating a long-term acute care hospital and related facilities.

### **2. TERM AND TERMINATION.**

**2.1 Initial Term.** This Lease shall be for an initial term of five (5) years (the "Initial Term") commencing on December 1, 2019 (the "Commencement Date"), and ending on November 30, 2024 (the "Expiration Date").

**2.2 Renewal Term.** Tenant shall have the option to renew this Lease for two (2) additional three (3) year terms (each, a "Renewal Term"), commencing on the date the Initial Term or the first Renewal Term, as applicable, expires. Tenant may exercise such option by delivering written notice to Landlord six (6) months prior to the end of the Initial Term or the first Renewal Term, as applicable. Except as otherwise provided in this Lease, Tenant's leasing of the Premises

during each Renewal Term shall be subject to the same terms, covenants and conditions set forth in this Lease. The phrase "Term hereof", as used herein, shall mean and include the Initial Term and any Renewal Term, to the extent that this Lease is renewed as provided herein.

2.3 **Termination.** This Lease shall terminate upon expiration of the Initial Term or the first Renewal Term if Tenant does not give the notice to renew this Lease for a Renewal Term as described in Section 2.2 hereof.

3. **RENT.** During the Initial Term, Tenant shall pay to Landlord rent in the amount of Fifty Four Thousand Eight Hundred Eighty Two and 92/100 Dollars (\$54,882.92) per month (\$35.00 per square foot per year) during the first (1st) Lease Year; Fifty Five Thousand Nine Hundred Eighty and 58/100 Dollars (\$55,980.58) per month (\$35.70 per square foot per year) during the second (2nd) Lease Year; Fifty Seven Thousand Ninety Three and 91/100 Dollars (\$57,093.91) per month (\$36.41 per square foot per year) during the third (3rd) Lease Year; Fifty Eight Thousand Two Hundred Thirty Eight and 62/100 Dollars (\$58,238.62) per month (\$37.14 per square foot per year) during the third (4th) Lease Year; and Fifty Nine Thousand Three Hundred Ninety Nine and 00/100 Dollars (\$59,399.00) per month (\$37.88 per square foot per year) during the third (5th) Lease Year (together with all other amounts due hereunder, the "Rent" or "rent").

Rent for the Renewal Term(s), if Tenant exercises its option to renew as set forth in Section 2.2, shall be the then fair market rental value of the Premises as established by a fair market rental appraisal prepared by an independent third party appraiser with not less than five (5) years' experience appraising rental rates for clinical medical space. Landlord and Tenant shall jointly appoint the appraiser not less than four (4) months prior to the expiration of the Initial Term and shall share the costs of the appraisal equally. If the parties cannot agree on an appraiser, each of Landlord and Tenant shall, not less than three (2) months prior to the expiration of the Initial Term, appoint an appraiser meeting the qualifications set forth in this paragraph, and the two (2) appraisers shall jointly appoint a third appraiser meeting such qualifications to determine the fair market rent for the Premises. In such event, Landlord and Tenant shall each pay the fees of the appraiser appointed by it, and shall each pay one-half of the fees of the third appraiser. The third appraiser shall appraise the Premises within thirty (30) days after his or her appointment to determine its fair market rental value. If either Landlord or Tenant fails to appoint an appraiser within the time frame set forth above, the fair market rental value of the Premises shall be determined solely by the appraiser appointed by the other party.

Tenant shall pay Rent without advance notice, demand, offset, or deduction by the first day of each month during the Term of this Lease to Landlord at SSM Health St. Joseph Hospital – St. Charles, c/o Select Specialty Hospital Lease, 1195 Corporate Lake, St. Louis, MO 63132, or as Landlord may specify in writing to Tenant.

If the Term does not begin on the first day or end on the last day of a month, the Rent for that partial month shall be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the Term and the denominator of which is the total number of days in the full calendar month. If Tenant fails to pay part or all of the Rent within ten (10) days after receipt of notice from Landlord of such failure, the Tenant shall also pay a late charge equal to 1 percent of the unpaid Rent.

#### **4. OBLIGATIONS OF TENANT.**

4.1 **Compliance with Law.** Tenant shall not use or permit the use of the Premises or any part thereof for any purposes forbidden by law or ordinance now in force or hereafter enacted in respect to the use or occupancy of the Premises.

4.2 **Access.** Tenant shall give access to Landlord or its representatives, at all reasonable times to enter upon the Premises to examine the condition thereof and make such repairs as may be required pursuant to this Lease.

4.3 **Preservation of Premises.** Tenant shall use reasonable diligence in the care and protection of the Premises during the Term hereof. Throughout the Lease Term, Tenant shall keep the Premises free from waste or nuisance.

4.4 **Licensure, Certification and Accreditation.** Tenant shall maintain (i) a license from the state and any other permits or approvals required to operate the Hospital, (ii) accreditation of the Hospital by the Joint Commission, and (iii) certification of the Hospital as a long-term acute care hospital under the Medicare program. Should Tenant ever lose such licensure or certification under the Medicare program by reason of a change in the laws or regulations applicable to long-term acute care hospitals, or a change in such laws or regulations results in either substantial reduction or termination of Tenant's reimbursement by the Medicare program for services provided at the Premises, then Tenant may terminate this Lease without liability upon ten (10) days' written notice to Landlord.

4.5 **Notice of Necessary Repairs.** Tenant shall, as soon as reasonably practicable, notify Landlord of the necessity for any repairs or maintenance known to Tenant.

4.6 **Patient Care; Compliance with Requirements.** Tenant shall provide patient care to its patients in accordance with the standard for long-term acute care hospitals in the community in which the Hospital is located and consistent with the standard of patient care provided by Landlord. Tenant shall use diligent efforts to comply with all requirements to maintain state licensure, Joint Commission accreditation and Medicare certification.

4.7 **Alterations, Improvements or Additions.**

(a) Without the prior written consent of Landlord, which consent shall not be unreasonably withheld, Tenant shall not make, or permit anyone to make, any alterations, improvements, or additions in or to the Premises, or install any equipment of any kind that will cause any alteration or addition to the water, heating, air conditioning, or electrical or other systems or equipment of the Host Facility.

(b) Tenant is not an agent of Landlord and shall have no right or authority to do any act or make any contract which may create or be the basis for any lien on the fee or other estate of Landlord or of any interest of Landlord in the Premises or the Host Facility. In the event any laborers', materialman's or other statutory liens attach to the Premises as a result of Tenant's actions, Tenant shall pay and discharge the same in full and shall not permit any enforcement action to proceed to foreclosure. Tenant may, and upon request of Landlord shall, post a bond to remove the lien from the Premises and thereafter contest such foreclosure proceedings.

Notwithstanding the foregoing, Landlord shall have the right to pay any and all laborer's, materialman's or other statutory lien on the Premises that is due to Tenant's actions prior to initiation of enforcement proceedings if, in Landlord's reasonable judgment, Landlord deems its fee title to be in jeopardy.

4.8 **Trade Fixtures.** Tenant may install such trade fixtures as necessary in the conduct of its business provided that such trade fixtures do not cause material harm to the Premises either in their installation or removal. Tenant may remove such trade fixtures upon the expiration or earlier termination of this Lease, provided that Tenant shall repair any damage to the Premises caused by such removal; otherwise such trade fixtures shall become the property of Landlord.

4.9 **Signage.** Tenant, at Tenant's sole cost and expense, may place and maintain in and about the Premises, in Landlord's lobby areas and at the elevators, neat and appropriate signs clearly identifying Tenant and its business therein as separate and distinct from the business of Landlord. Landlord shall have the right to approve the placement, design and quantity of all such signs, which approval shall not be unreasonably withheld. Such signage shall be erected in accordance with any applicable government regulations. Upon the expiration or earlier termination of this Lease, Tenant shall remove all signs and repair any damage to the Premises or appurtenant areas caused by the erection, maintenance, or removal of the signs. Any signs must be consistent in design, size, and constructions with existing signs and buildings.

4.10 **Non-Competition Covenant.**

(a) Tenant, on behalf of itself and its subsidiaries, covenants and agrees that, during the Term hereof, it shall not, directly or indirectly, within a fifteen (15)-mile radius of the Host Facility, own, manage, operate, control, participate in the management or control of, or act as agent for, lend its name to or initiate or maintain or continue any interest whatsoever in a general acute care hospital (a "Competing Tenant Facility").

(b) If Tenant, or an affiliate, acquires another entity (the "Acquired Tenant Entity"), whether by asset or stock purchase, merger or consolidation, the restriction contained in Section 4.10(a) above will not apply to any Competing Tenant Facility with respect to which Tenant, or an affiliate, would own, manage, operate, etc. as a result of such acquisition; provided, however, that if such Competing Tenant Facility acquired as part of such acquisition accounts for more than fifteen percent (15%) of the Acquired Tenant Entity's net revenues at the time of the acquisition, then Tenant, or its affiliate, will sell or otherwise dispose of such Competing Tenant Facility within six (6) months after such acquisition.

(c) Tenant acknowledges that this non-competition covenant is essential to the continued success of Landlord and that Landlord would sustain irreparable harm and damage in the event that Tenant violates the covenant and that damages would not provide an adequate remedy to Landlord. Tenant further acknowledges that compliance with this non-competition covenant will not constitute an unreasonable hardship or deprive it of the opportunity to conduct its intended business.

4.11 **Tenant's Insurance Requirements.** The Tenant, at its sole cost and expense, will provide the following:

(a) Property Insurance. Property insurance covering Tenant's personal property and stock in an amount at least equal to 100% of the replacement costs.

(b) Workers Compensation and Employers Liability. Workers Compensation and Employers Liability insurance in amounts which meet statutory requirements and providing at least \$500,000.00 per employee and per accident.

(c) Auto Insurance. At all times during the term of this Lease, Tenant shall procure and maintain auto liability insurance covering itself and its employees and agents providing services pursuant to the Lease on an occurrence basis in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of all claims.

(d) Commercial General Liability Insurance and Medical Professional Liability Insurance. Medical professional liability insurance for limits of liability not less than \$10,000,000.00 per medical incident and commercial general liability insurance for limits of liability not less than \$10,000,000.00 per occurrence for bodily injury, property damage, and personal injury liability. Landlord shall be listed as Additional Insured for general liability insurance on a primary and non-contributory basis. These coverages can be provided under a single policy or combination of policies with total Aggregate Limits of Liability not less than \$10,000,000.00. These coverages will be maintained subject to a self-insured retention not to exceed \$5,000,000.00 per medical incident and \$2,000,000.00 per occurrence for commercial general liability claims. Tenant will maintain adequate security for claims within the self-insured retention selected as determined by a reputable actuary.

Tenant shall, at Landlord's request, provide a Certificate of Insurance evidencing these coverages which shall provide that the insurance carrier shall endeavor to provide Landlord with at least thirty (30) days' prior written notification in the event of cancellation, reduction, or expiration of such insurance. If Tenant shall fail to obtain any of the required insurance, or any renewal thereof, or to deliver the certificate of the same to Landlord, Landlord shall have the right, but not the obligation, without relieving Tenant of default, to obtain such insurance for the account of Tenant, and the premium and any other costs thereof shall be immediately payable to Landlord by Tenant.

4.12 Intentionally Omitted.

4.13 Tenant's Financing. Tenant shall have the right to finance and/or lease equipment, trade fixtures and inventory used in the conduct of its business at the Premises, but may not pledge or otherwise encumber the leasehold interest created hereby or any portion of the Premises. Landlord hereby waives any statutory or common law lien Landlord may have in Tenant's equipment, trade fixtures, inventory and other personal property, and agrees upon request to execute such documents as the lessor or lender with respect to any such personal property may reasonably require to confirm such waiver and the rights of such lessor or lender in such property.

4.14 Wireless Communication System. Tenant may install and maintain a wireless data communication system using 802.11 wireless standards (or comparable successor standards) capable of providing secure wireless data communication throughout the Premises. Landlord and Tenant shall work together to minimize interference between Tenant's wireless data

communication system and any wireless data communication system serving the Host Facility. Tenant may remove such wireless data communication system upon the expiration or earlier termination of this Lease, provided that Tenant shall repair any damage to the Premises caused by such removal; otherwise such wireless data communication system shall become the property of Landlord upon the expiration or sooner termination of this Lease.

## **5. OBLIGATIONS OF LANDLORD.**

5.1 **Licensed Beds.** Landlord will provide the space required to operate not less than thirty-three (33) licensed beds and additional space for all required related support services and administrative facilities, which space shall comply with all applicable federal, state, and local laws and regulations.

5.2 **Leasehold Improvements.** Landlord, at its own expense to the extent of any allowance set forth herein or in Exhibit C, shall make improvements to the Premises in accordance with Exhibit C ("Improvements"). Landlord shall, prior to the construction of the Improvements, obtain Tenant's input with respect to any decision related to the Improvements, including without limitation, color selections, finish selections, plans and specifications or any other selection. Tenant shall respond within ten (10) business days to Landlord's written request for approval of any such decision, and if Tenant does not respond as requested within such time period, Landlord's determination with respect to such selections shall be determinative and final. Landlord is responsible solely for the work expressly described on Exhibit C and for no other work. Landlord shall, prior to commencing the Improvements, provide a written estimate to Tenant for the costs of such Improvements, and Tenant shall have the right to select alternative finishes or paint colors to reduce such costs. If the cost of the Improvements exceed the allowance set forth in Exhibit C, the parties shall promptly meet and in good faith discuss payment for the additional costs of the Improvements in excess of the allowance. The Improvements shall be modified only by a writing signed by both parties.

5.3 **Services to be Provided by Landlord.** Landlord shall provide or arrange for the provision of the services set forth below to Tenant without additional cost to Tenant. Landlord and Tenant agree that a portion of the Rent is intended to compensate Landlord for such services.

(a) **Housekeeping and Janitorial Services.** Landlord shall provide all housekeeping and janitorial services necessary to keep the Hospital in good order and in compliance with all applicable federal, state, and local laws and regulations. These services shall include cleaning of needle disposal systems and medical and hazardous waste disposal. Landlord shall also provide pre-opening cleaning of the Premises.

(b) **Maintenance Services.** Landlord shall keep the Premises and all the equipment located therein (except equipment provided by Tenant) in good order, condition and repair, and in compliance with all applicable federal, state, and local laws and regulations. In furtherance thereof, Landlord shall maintain and repair the roof, the window system, all plumbing, water pipes, heating, cooling and ventilating apparatus, elevator equipment, sprinkler systems, electrical and lighting fixtures and facilities, and make, at Landlord's cost and expense, all repairs and alterations deemed reasonably necessary by Tenant and all such repairs and alterations shall remain as a part of the realty at the expiration of the Term hereof. Landlord, at Landlord's expense,

shall maintain in good condition and repair the remainder of the Host Facility, including the common areas and shall keep the exterior of the Host Facility and the parking and appurtenant areas clean and free of snow, ice and debris.

(c) **Safety and Security Services.** Landlord shall provide all safety and security services for the Hospital. Such services shall be comparable to the safety and security services provided in the Host Facility. Landlord shall provide security for all common areas of the Host Facility in accordance with generally accepted practice for acute care hospitals in the community in which the Host Facility is located.

(d) **Central Sterile Processing and General Stores.** Landlord shall provide all central sterile processing services required by Tenant. In addition, Landlord shall provide all non-purchasing-related general stores functions, including, but not limited to, shipping, receiving, storage, and distribution of mail, equipment or other supplies delivered for Tenant at Host Facility.

(e) **Parking.** During the Term hereof, Landlord shall, without charge to Tenant, provide for the use of Tenant, its employees, agents, invitees, patients and patient's families the non-exclusive use of any paved unrestricted automobile parking areas serving the Host Facility. Landlord shall maintain such parking areas in a satisfactory condition. Tenant agrees to cooperate with Landlord and to abide by any reasonable rules and regulations Landlord may make from time to time applicable to the use of the parking areas. Tenant acknowledges that it has no rights in or to any specific parking areas and that Landlord may relocate parking lots or add parking decks to the areas surrounding the Premises and may grant reserved parking spaces to such persons as Landlord may so choose.

(f) **Utilities; Telephone Installations.** Landlord, at its expense, shall furnish to the Premises, in accordance with the laws and standards from time to time prevailing in the operation of medical facilities similar to the Hospital, (A) all heating, air conditioning, ventilation, electricity, gas, sewer and water (including hot water) for drinking, lavatory and toilet purposes, (B) all medical gases (including oxygen for patient usage) used on the Premises, (C) lighting (including fluorescent and incandescent lighting), (D) plumbing fixtures and equipment, (E) elevators, (F) at least thirty (30) executive-level telephones and eight (8) facsimile lines for Tenant's offices and nursing stations and all patient room telephones, (G) telephone service capable of providing direct dial service to patient rooms and offices and nursing stations (as opposed to routing calls through the Landlord's operator), which telephone service shall include a dial tone, local calling, voice mail, auto-attendant service, and the option for patients to dial long distance, and (H) basic commercial cable television service for all patient rooms in the Hospital. If Landlord is unable or refuses to pay any costs required to provide any of the foregoing items, Landlord shall notify Tenant immediately and Tenant shall have the right, but not the obligation, to pay any such costs and to offset the amount of any such costs so paid by Tenant against future Rent to be paid to Landlord. Landlord agrees that such utilities and services are to be provided to the Premises on weekends and holidays in not less than the same manner as such services are provided to the rest of the Host Facility.

#### 5.4 **Intentionally Omitted.**

5.5 **Landlord's Insurance Requirement.** The Landlord, at its sole cost and expense, will provide the following:

(a) **Property Insurance.** Landlord will keep the Host Facility and the Premises and the Improvements now or hereafter located on the Host Facility or on the Premises insured against "All Risks" of loss in an amount at least equal to 100% of the replacement value. "All Risks" shall mean at a minimum coverage for Special Causes of Loss perils including Flood, Earthquake, and Boiler & Machinery perils. Such insurance shall also provide for "loss of rents" insurance in the amount of actual loss sustained. This policy shall permit a waiver of subrogation in favor of Tenant, its officers, agents, and employees.

(b) **Workers Compensation and Employers Liability.** Workers Compensation and Employers Liability insurance in amounts which meet statutory requirements and providing at least \$100,000 per employee and per accident.

(c) **Commercial General Liability Insurance.** Commercial General Liability Insurance providing coverage for Landlord's operations with limits of liability not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

(d) **Professional Liability Insurance:** Professional liability insurance with limits of liability not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. In the event Landlord procures professional liability insurance coverage which is not on an "occurrence basis", Landlord shall obtain subsequent policies which have a retroactive date of coverage equal to the effective date of this Agreement by obtaining an extended reporting endorsement applicable to the professional liability insurance coverage maintained by Landlord during the term of this Agreement or by such other methods acceptable to Tenant.

Landlord shall, at Tenant's request, provide a Certificate of Insurance evidencing these coverages which shall provide that the insurance carrier shall endeavor to provide Tenant with at least thirty (30) days' prior written notification in the event of cancellation, reduction, or expiration of such insurance. If Landlord shall fail to obtain any of the required insurance, or any renewal thereof, or to deliver the certificate of the same to Tenant, Tenant shall have the right, but not the obligation, without relieving Landlord of default, to obtain such insurance for the account of Landlord, and the premium and any other costs thereof shall be immediately payable to Tenant by Landlord.

5.6 **Non-Competition Covenant.**

(a) Landlord, on behalf of itself and its subsidiaries and affiliates covenants and agrees that, during the Term hereof, it shall not, directly or indirectly, within a fifteen (15)-mile radius of the Premises, own, manage, operate, lease to, control, participate in the management or control of, or act as agent for, lend its name to or initiate or maintain or continue any interest whatsoever in a long-term care hospital (as defined in 42 U.S.C. §1395(x)(ccc), or meeting any successor definition of a long-term care hospital for Medicare purposes) (such hospital, a "Competing Landlord Facility").

(b) If Landlord, or an affiliate, acquires another entity (the "Acquired Landlord Entity"), whether by asset or stock purchase, merger or consolidation, the restriction contained in

Section 5.6(a) above will not apply to any Competing Landlord Facility with respect to which Landlord, or an affiliate, would own, manage, operate, etc. as a result of such acquisition; provided, however, that if such Competing Landlord Facility acquired as part of such acquisition accounts for more than fifteen percent (15%) of the Acquired Landlord Entity's net revenues at the time of the acquisition, then Landlord, or its affiliate, will sell or otherwise dispose of such Competing Landlord Facility within six (6) months after such acquisition.

(c) Landlord acknowledges that this non-competition covenant is essential to the continued success of Tenant and that Tenant would sustain irreparable harm and damage in the event that Landlord violates the covenant and that damages would not provide an adequate remedy to Tenant. Landlord further acknowledges that compliance with this non-competition covenant will not constitute an unreasonable hardship or deprive it of the opportunity to conduct its intended business.

5.7 **Licensure, Certification and Accreditation.** The Host Facility has and shall maintain in good standing during the Term hereof: (a) all federal, state, and local licenses and certificates as an acute care provider required by law, (b) accreditation by the Joint Commission; and (c) certification as a Medicare provider as an acute care provider. During the Term hereof, Landlord shall operate the Host Facility as an acute care hospital. If Landlord ceases to operate the Host Facility as a general acute care hospital, Tenant shall have the right to terminate this Lease without liability upon thirty (30) days' notice to Landlord. Landlord shall cooperate with and use its best efforts, where necessary or required, to assist Tenant to obtain and maintain state licensing, accreditation by the Joint Commission, and certification as a long term care hospital under the Medicare program. If Tenant exercise its right to terminate this Lease pursuant to this Section 5.7, Landlord shall on the date of such termination reimburse Tenant for an amount equal to the unamortized all-in costs of the Leasehold Improvements, as reflected in Tenant's books and records prepared in the ordinary course of Tenant's business.

5.8 **Real and Personal Property Taxes.** Landlord shall pay all real property taxes, if any, assessed against the Premises and all personal property taxes assessed against the personal property owned by Landlord and provided for Tenant's use under the terms of this Lease. If Landlord is unable or refuses to pay any such real property or personal property taxes assessed for a tax year, Landlord shall notify Tenant within thirty (30) days of the due date of such real property and personal property taxes and Tenant shall have the right (but not the obligation) to pay such taxes and to offset the amount of such taxes paid by Tenant against future Rent to be paid to Landlord.

5.9 **Orientation.** Landlord shall provide Tenant's employees with an orientation program to familiarize Tenant's employees with Landlord's operations and the services to be provided to Tenant under the terms of this Lease. In the event that Landlord changes the manner in which it provides any of such services and such change affects Tenant's operations, Landlord shall provide Tenant's employees with reasonable orientation thereto.

5.10 **Quality Indicators.** As part of Tenant's quality improvement program, Landlord shall participate in Tenant's overall quality improvement activities relating to housekeeping/janitorial, security and maintenance services provided by Landlord hereunder (collectively, the "Landlord Services") in accordance with the requirements of certifying agencies

and accrediting organizations. Landlord shall comply with Tenant's Quality Improvement Plan in providing Landlord Services to Tenant. Landlord will provide Tenant with copies of the quality improvement programs and indicators relating to the items listed on Exhibit C attached hereto and made a part hereof.

5.11 **Care Coordination.** In order to ensure proper coordination of patient care, the parties shall agree in good faith to negotiate and sign care coordination agreement reasonably agreed upon by the parties.

5.12 **Employee Discount.** During the Term hereof, Landlord shall provide, or shall cause the operator of the food service establishments within the Host Hospital to provide, to Tenant's employees a discount on all food and services provided by the cafeteria and other food service establishments within the Host Facility in an amount equal to the discount received by employees of Landlord.

6. **DESTRUCTION OF PREMISES.** The destruction of the Premises by fire, or the elements, or any material injury to the Premises which renders the Premises unquestionably untenable for a period in excess of thirty (30) days shall, at the option of Tenant, result in a termination of this Lease. If Tenant does not terminate this Lease, Landlord shall reconstruct the Premises and replace Landlord's equipment, furnishings, and personal property to the same condition as existed prior to the destruction at the earliest possible date, and Tenant's obligation to pay Rent shall be suspended until Tenant is able to resume use of the Premises for a hospital.

7. **CONDEMNATION.** In the event of a condemnation of the Premises for a public or quasi-public use, upon the completion of any condemnation, this Lease shall terminate as to any portion of the Premises taken thereunder and Rent shall be equitably adjusted based on the number of licensed beds and square footage of the leasehold condemned, unless Landlord shall make available to Tenant, for inclusion in the Premises additional square footage equal to the amount condemned and sufficient to allow the number of licensed beds set forth in Section 5.1 hereof, reasonably acceptable to Tenant; provided, however, that in the event that all or a portion of the Premises is condemned, and should Landlord not make available to Tenant for inclusion in the Premises additional square footage reasonably acceptable to Tenant, should Tenant, in the exercise of reasonable business judgment, determine that it cannot economically operate its business in the portion of the Premises not condemned, then and in such case it shall have the option to terminate this Lease and be relieved of further obligation hereunder by giving Landlord written notice of its election to so do, in which case upon the specified date, this Lease shall terminate and Tenant shall be relieved of further obligation hereunder, except for amounts that accrue pursuant to the terms hereof prior to the specified termination date.

8. **TENANT LIABILITY; WAIVER OF SUBROGATION.**

8.1 Tenant shall not be liable to Landlord or any other person or corporation or entity, including employees, agents, or invitees of same, for any damage to their person or property which occurs on the Premises and which is caused by water, rain, snow, frost, fire, or storm, or by breakage, stoppage or leakage of water, gas, heating, and sewer pipes or plumbing, or any other part of the Premises maintained by Landlord, upon, about, or adjacent to the Premises.

8.2 Landlord and Tenant and their respective insurers each waives any claim it may have against the other for any damage to or theft, destruction or loss of any property to the extent the same is insured against under any insurance policy maintained by the waiving party, or would be so insured if the waiving party maintained the insurance it is required to maintain pursuant to this Lease, regardless of whether the negligence or fault of the other party caused such damage, destruction or loss.

**9. INDEMNIFICATION.** Each party agrees to indemnify and hold harmless the other party, its directors, officers, affiliates, employees and agents from and against any and all claims, costs, expenses (including reasonable attorney fees), actions and/or liabilities (collectively, "Claims") which may be asserted against any one or more of them, arising out of any acts or omissions of the indemnifying party, its directors, officers, employees and agents; provided, that such indemnification shall not include Claims arising from the negligence or willful misconduct of the indemnified party, its directors, officers, employees or agents.

#### **10. HOSPITAL AND PATIENT RECORDS.**

10.1 **Medical Records.** All medical charts and records of the patients and patient care with respect to patients for whom Tenant provides services hereunder shall be the property of Tenant and, except as otherwise provided herein, shall be kept by Tenant upon termination or expiration of this Lease. In the event that Tenant is in default and this Lease terminates pursuant to the terms hereof, Tenant shall cooperate with Landlord in transferring patient records for any patients which may be then housed in the Host Facility in accordance with all applicable health care statutes, laws, rules, regulations and good and sound medical practice and Tenant shall, at all times, comply with such rules regarding transfer of ownership and/or operation in all respects.

10.2 **Maintenance of Documentation.** Landlord and Tenant agree that they shall retain and make available upon request for a period of four (4) years after the furnishing of services under this Lease, this Lease and all books, documents and records which are necessary to certify the cost thereof when requested by the Secretary of Health and Human Services or the Comptroller General, or any of their duly authorized representatives. Landlord and Tenant further agree that if any of their respective duties under this Lease are carried out through a subcontractor, Landlord or Tenant, whichever one is applicable, shall obtain the written commitment from such subcontractor that such subcontractor shall retain and make the subcontract and all documents, books and records available on the same basis and to the same extent. This provision relating to the above retention and production of documents is included because of possible application of Section 1862(v)(1)(I) of the Social Security Act to this Lease. If the foregoing provision should be found to be inapplicable, then this Paragraph shall be deemed to be inoperative and without force or effect.

**11. ASSIGNMENT AND SUBLETTING.** Tenant shall have the right, upon notice to Landlord, to assign this Lease to any entity controlling, controlled by or under common control with Tenant. Otherwise, Tenant shall not assign this Lease nor sublet the Premises in whole or in part without the consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment or sublease of the Premises or any part thereof by Tenant with the written consent of Landlord shall not operate to release Tenant from Tenant's obligations hereunder or

authorize any subsequent assignment or sublease of the Premises or any part thereof without the written consent of Landlord.

## **12. DEFAULT.**

12.1 **Events of Default.** Failure of Tenant to pay any installment of Rent as and when the same becomes due and payable, or the failure of Tenant promptly and faithfully to keep and perform each and every covenant, agreement, and stipulation herein on the part of Tenant to be kept and performed shall, at the option of Landlord, constitute a default by Tenant under this Lease. Failure of Landlord to promptly and faithfully keep and perform each and every covenant, agreement, and stipulation herein on the part of Landlord to be kept and performed shall, at the option of Tenant, constitute a default by Landlord under this Lease.

12.2 **Cure Period.** In the event that either party breaches this Lease, then the non-breaching party may provide written notice demanding cure of such breach. Such notice shall indicate the specific term or terms of this Lease which have been breached and describe, in reasonable detail, the event or events that have caused the breach. If the event causing such notice is the bankruptcy, or appointment of a receiver for the party receiving such notice, then this Lease shall terminate forthwith, unless it is with respect to an involuntary proceeding in which case this Lease shall terminate if such proceeding is not dismissed within ninety (90) days. If the event causing such notice is other than bankruptcy or insolvency, the party receiving notice of breach shall have a period of thirty (30) days following receipt of such notice to cure the breach, provided that if the breach is not reasonably subject to cure within thirty (30) days, the breaching party shall have such additional period of time as may be reasonably required to cure such breach, so long as the breaching party commences such cure within the original thirty (30) day period and diligently prosecutes the cure to completion. If the breaching party fails to correct or remedy the breach within such period, then the other party may terminate this Lease immediately upon delivery of written notice to the breaching party.

12.3 **Remedies.** In the case of any breach or default of this Lease by Tenant, Landlord shall have all of the remedies, rights, and authority against and with respect to Tenant provided by law. In the case of any breach or default of this Lease by Landlord, Tenant shall have all of the remedies, rights, and authority against and with respect to Landlord provided by law, or in equity specifically including the right to injunctive relief. Tenant shall also have the right, if Landlord fails to cure any breach within thirty (30) days after written notice (or immediately, in the event of an emergency) to take such action as Tenant determines is reasonably required to cure such breach, in which case Tenant shall have the right to offset the costs incurred in effecting such cure against Rent.

**13. COMMON AREAS.** Tenant shall have the right, during the hours such facilities are normally maintained by Landlord, to use the common areas of the Host Facility, such as entrance and exit ways, hallways, waiting areas, lobbies, restrooms, cafeterias, chapel, and medical library. In addition, Landlord shall provide Tenant with the use of conference rooms as reasonably requested by Tenant. Tenant, its employees, agents, invitees, and patients shall abide by all security rules, regulations and directives that Landlord shall promulgate from time to time with respect to such facilities.

**14. NOTICE.** Any notice or communication required or permitted to be given under this Lease shall be served personally, sent by United States certified mail or sent by a nationally recognized next business day courier to the following address:

If to Landlord:       SSM Health  
                                  Attn: Contracts  
                                  10101 Woodfield Lane  
                                  St. Louis, MO 63132

with a copy to:       SSM Health  
                                  Attn: Real Estate  
                                  1015 Corporate Square Drive, Suite 101  
                                  St. Louis, MO 63132

If to Tenant:       Intensiva Hospital of Greater St. Louis, Inc.  
                                  c/o Select Medical Corporation  
                                  4714 Gettysburg Road  
                                  Mechanicsburg, PA 17055  
                                  Attn: President, LTACH Division

with a copy to:       Select Medical Corporation  
                                  4714 Gettysburg Road  
                                  Mechanicsburg, PA 17055  
                                  Attn: General Counsel

Any change to the notice address listed above must be given to the other party in the same manner as described in this section. The date of notice shall be the date of delivery if the notice is personally delivered, three (3) business days after the date of mailing if the notice is sent by United States certified mail or the next business day after deposit with such courier service if sent by nationally recognized overnight courier. Each party agrees to maintain evidence of the respective notice method utilized.

**15. RELATIONSHIP OF THE PARTIES.** Landlord and Tenant are independent entities and nothing in this Lease shall be construed or be deemed to create any relationship other than that of independent parties contracting with each other solely for the purposes of carrying out the terms and conditions of this Lease.

**16. RECORDING.** Upon request of either party, the other party shall execute and deliver a memorandum of this Lease suitable for recording and containing such terms hereof as the requesting party shall reasonably require; provided that any provisions relating to the payment of Rent shall be excluded therefrom.

**17. CONFIDENTIALITY OF TERMS.** Landlord agrees to keep the terms and conditions of this Lease confidential, and to not disclose such terms and conditions to any other party other than its parent and affiliate organizations without the written consent of Tenant, except as Landlord may be required by statute, regulation, or court order to disclose such matters. Notwithstanding the foregoing, Landlord may disclose the existence of this Lease and the identity of Tenant.

**18. GOVERNING LAW.** The validity of this Lease, the interpretation of the rights and duties of the parties hereunder and the construction of the terms hereof shall be governed in accordance with the internal laws of the State in which the Host Facility is located.

**19. SEVERABILITY.** If any part of this Lease should be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Lease notwithstanding the part or parts found void or unenforceable.

**20. ENTIRE AGREEMENT.** All prior understandings and agreements between the parties are merged into this Lease, which Lease sets forth the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, commitments, representations, understandings, or negotiations, oral or written, relating to the subject matter hereof. This Lease may not be amended or modified in any manner except by a writing signed by the party against which enforcement is sought.

**21. BINDING EFFECT; THIRD PARTY BENEFICIARIES.** This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Except as expressly set forth herein, this Lease is not intended to confer any rights or remedies upon any other person or entity.

**22. WAIVERS.** No waiver by any party hereto of any condition or provision of this Lease to be performed by another party shall be valid unless in writing, and no such valid waiver shall be deemed a waiver of any similar or dissimilar provisions or conditions at the same time or at any prior or subsequent time.

**23. COSTS OF ENFORCEMENT.** In the event of litigation to enforce any term or condition of this Lease, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in the enforcement of this Lease.

**24. COUNTERPARTS, FACSIMILE OR ELECTRONIC SIGNATURE.** This Lease may be signed in one or more counterparts including via facsimile or email, or by electronic signature in accordance with Missouri law, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Lease shall be binding on the parties to this Lease.

**25. HEADINGS.** The section and other headings contained in this Lease are for reference purposes only and shall not affect the meaning or interpretation of this Lease.

**26. COMPLIANCE.** The parties acknowledge that each maintains a comprehensive compliance program. Each party and its employees and agents will be subject to the policies and procedures of its own compliance program.

**27. BROKERS.** Landlord and Tenant each warrants to the other that it has not had any contact or dealings with any real estate broker or other intermediary which would give rise to the payment of any fee or brokerage commission in connection with this Lease. Landlord and Tenant shall each indemnify the other from and against any loss, liability or damage (including reasonable

counsel fees and costs) with respect to any fee or brokerage commission arising out of any act or omission of the indemnifying party.

**28. SURVIVAL OF OBLIGATIONS.** The provisions of Sections 4.10, 5.6, 5.7, 5.10, 8, 9, 10, 11, 12, 14, 15, 17, 18, 19, 20, 21, 22, 23, 27, 28 and 29 hereof, shall survive and be binding on both parties to this Lease after termination of this Lease.

**29. REPRESENTATION AND WARRANTY.** Each party represents and warrants to the other party that it, its owners, employees, agents and any subcontractors (collectively "Personnel") are not: (i) listed on the System for Award Management website ("sam.gov") with an active exclusion; (ii) listed on the Office of the Inspector General's website ("oig.hhs.gov"); (iii) suspended or excluded from participation in any federal health care programs as defined under 42 U.S.C. § 1320a-7b(f); or (iv) suspended or excluded from participation in any form of state Medicaid program ((i)-(iv) collectively, "Government Payor Programs"). Each party also represents and warrants to the best of its knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of that party or its Personnel from Government Payor Programs or may be cause for listing on sam.gov or oig.hhs.gov (collectively, an "Investigation"). Each party shall notify the other party of the commencement of any Investigation, suspension or exclusion from Government Payor Programs within three (3) business days of its first learning of it. Either party shall have the right to immediately terminate this Lease upon learning of any such suspension or exclusion; provided, that if the suspension or exclusion is of Personnel of a party, and the party terminates such Personnel's employment, the other party shall not have the right to terminate this Lease. Each party shall be kept apprised by the other party in a timely manner of the status of any such Investigation. Each party shall indemnify, defend and hold the other party harmless from any claims, liabilities, fines and expenses (including reasonable attorneys' fees) incurred as a result of the other party's breach of this paragraph.

**30. HOLDOVER, END OF TERM.**

30.1 End of Term and Holdover Status. If Tenant continues occupying the Premises after the Term ends, the Term shall be automatically extended until this Lease is terminated by either party upon no less than thirty (30) days' prior written notice to the other party. If Tenant continues to occupy the Premises after the Term has ended and Landlord or Tenant has terminated this Lease as allowed above so that this Lease no longer extends automatically then Tenant shall be a tenant-at-sufferance ("Holdover"). Tenant shall pay by the first day of each month one hundred fifty percent (150%) of the amount of Rent due in the last full month immediately preceding the Holdover period. Landlord shall retain its other remedies against Tenant if Tenant holds over without written consent for any period longer than forty-five (45) days, including without limitation consequential damages (not including estimated damages from loss of speculative deals for potential new tenants of the Premises, but expressly including without limitation, estimated damages from loss of deals for new tenants which are reflected in a written lease, term sheet or letter of intent, whether binding or not, and including costs related to such deals incurred in whole or in part due to such hold over).

30.2 Holdover Terms. Any holdovers in paragraph 30.1 shall be on the same terms and conditions of the Lease except for the following:

- (i) the Term;
- (ii) Rent;
- (iii) the Quiet Possession provision is deleted; and


(iv) Landlord's obligations for tenant improvements are deleted.

**[Remainder of Page Intentionally Left Blank – Signature Page to Follow]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

Landlord:

**SSM HEALTH CARE ST. LOUIS**, a Missouri non-profit corporation, owning and operating, SSM HEALTH ST. JOSEPH HOSPITAL – ST. CHARLES

By:   
Name: Lisle Wescott  
Title: President, SSM Health St. Joseph Hospital – St. Charles

Tenant:

**INTENSIVE HOSPITAL OF GREATER ST. LOUIS, INC.**, a Missouri corporation, d/b/a SELECT SPECIALTY HOSPITAL – ST. LOUIS

By: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

Landlord:

**SSM HEALTH CARE ST. LOUIS**, a Missouri non-profit corporation, owning and operating, **SSM HEALTH ST. JOSEPH HOSPITAL – ST. CHARLES**

By: \_\_\_\_\_

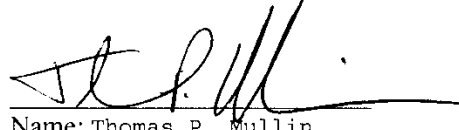
Name: Lisle Wescott

Title: President, SSM Health St. Joseph Hospital – St. Charles

Tenant:

**INTENSIVE HOSPITAL OF GREATER ST. LOUIS, INC.**, a Missouri corporation, d/b/a **SELECT SPECIALTY HOSPITAL – ST. LOUIS**

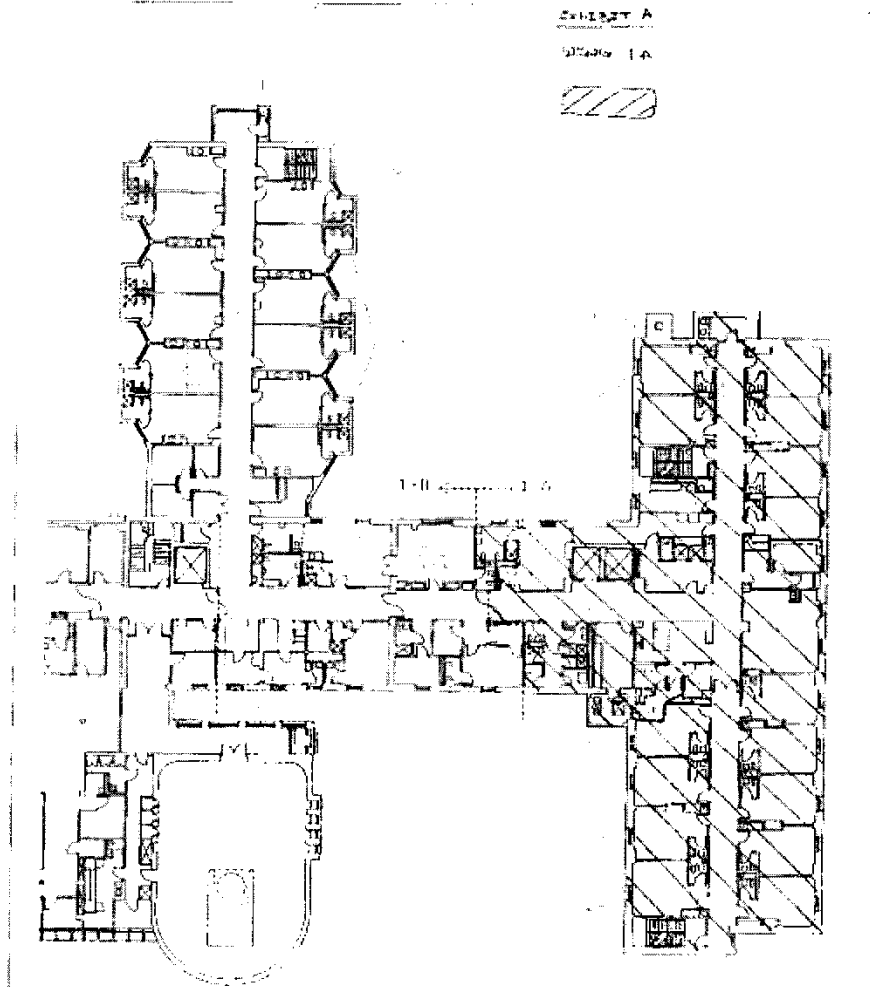
By: \_\_\_\_\_

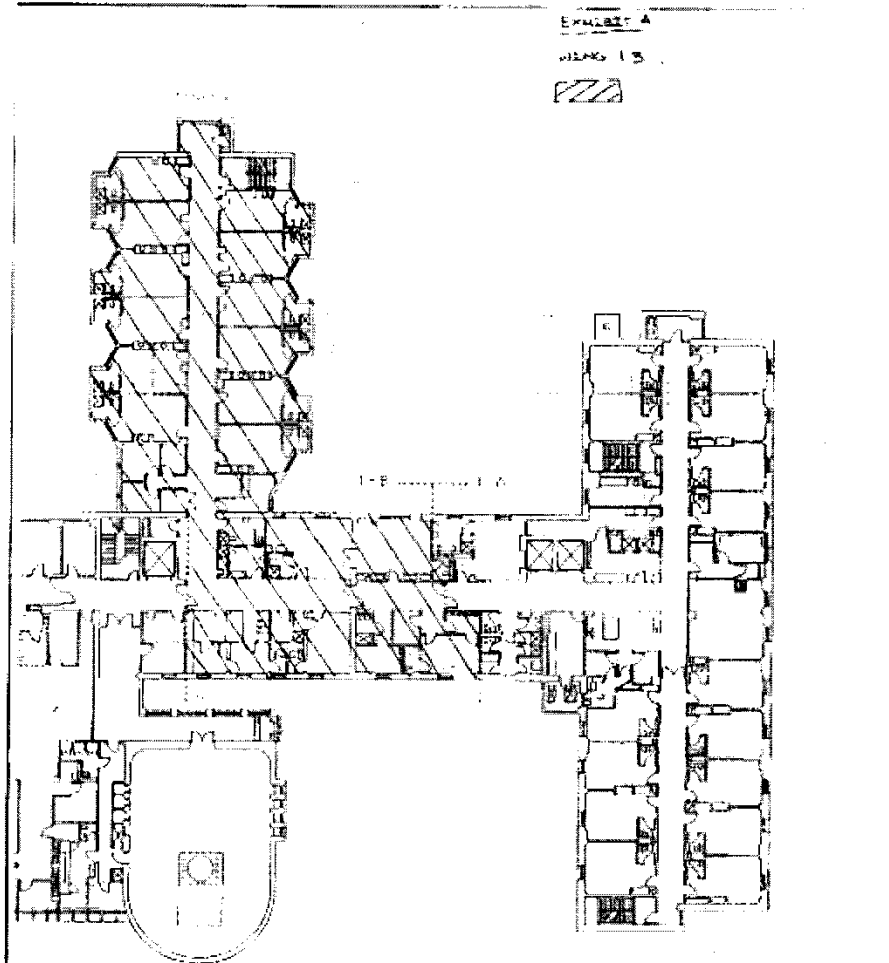


Name: Thomas P. Mullin

Title: Division President

# EXHIBIT A





Floor plan of the second floor. Rooms are labeled G347, G348, G349, G344, G343, G333A, G334, G340, G341, and G342. There are also labels for 'STAIR' and 'ELEVATOR'.

This is a detailed floor plan of the second floor. The plan shows a central corridor (1403) with a staircase. To the left of the corridor are rooms 1401, 1402, and 1404. To the right are rooms 1411, 1412, 1413, 1414, 1415A, 1415B, and 1416. The plan includes various furniture and fixtures, such as desks, chairs, and a staircase. A north arrow is located in the upper right corner of the plan.

**EXHIBIT B**  
**INTENTIONALLY OMITTED**

## **EXHIBIT C**

### **Landlord Improvements and Work Letter**

Landlord will paint the premises with one (1) coat of paint using existing colors and patch/paint headwall where additional outlets are install. Any other improvements of the space will be at the Sole Cost of the Tenant.

The allowance for the Improvements shall be One Hundred Twelve Thousand Nine Hundred Two and 00/100 Dollars (\$112,902.00), which is the maximum fair market value. If Landlord estimates that the cost of the Improvements shall exceed the amount of such allowance, the parties shall promptly meet and in good faith discuss the cost of the Improvements and payment for the additional costs of the Improvements in excess of the allowance.

Additionally, Landlord will before November 1, 2020 in good faith consider the installation of additional electrical emergency power within the Premises at Landlord's cost. Landlord and Tenant shall meet before November 1, 2020 to in good faith discuss the installation of additional electrical emergency power by Landlord.

**EXHIBIT D**  
**QUALITY INDICATORS**

Housekeeping

- a. Each room will be terminally cleaned after each discharge and the curtain will be changed; and
- b. Lights shall be kept free of dust and bugs. Tenant will make ten (10) observations during EOC rounds; and
- c. Patient rooms and bathrooms will be kept clean and odor free.

Maintenance

- a. Timely response and completion of work orders; and
- b. Performance of regularly scheduled maintenance on building and equipment; and
- c. Landlord will provide quarterly summary of work orders completed and the time frame it took to complete the order.

Security

- a. Landlord will provide a quarterly summary of the security activities related to Tenant.

## FIRST AMENDMENT TO LEASE AGREEMENT

300 First Capitol Drive, St. Charles, MO 63301

This FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made as of **June 1, 2023** (the "Amendment Effective Date"), by and between SSM Health Care St. Louis, a Missouri nonprofit corporation, owning and operating **SSM Health St. Joseph Hospital – St. Charles** ("LANDLORD") and Intensiva Hospital of Greater St. Louis, Inc., a Missouri corporation, d/b/a **Select Specialty Hospital – St. Louis** ("TENANT").

WHEREAS, LANDLORD and TENANT entered into a Lease Agreement effective December 1, 2019 ("Lease") for approximately 18,817 square feet of space known as Wing 1A and 1B of the Host Facility, Room G342 and Office Space Room 1413 (collectively, the "Premises"), located at the medical office building at 300 First Capital Drive, St. Charles, Missouri 63301; and

WHEREAS, LANDLORD and TENANT agree to add three (3) medical offices known as S530, S510 and S508 totaling 292 square feet of space as depicted on Exhibit A-1, attached hereto (the "Additional Premises") to the Premises, effective as of the Amendment Effective Date; and

WHEREAS, LANDLORD and TENANT desire to modify certain provisions of the Lease as set forth below in order that the Lease, as modified, is acceptable to both parties for execution.

THEREFORE, it is understood and agreed upon by the parties as follows:

1. The Additional Premises is added to the Premises as of the Amendment Effective Date.
2. As of the Amendment Effective Date, the Premises shall consist of 19,109 square feet.
3. As of the Amendment Effective Date, TENANT shall pay to LANDLORD rent in the amount of Fifty Nine Thousand One Hundred Forty Two and 35/100 (\$59,142.35) per month (equaling \$37.14 per square foot per year) with a two percent (2%) escalation each Lease Year (together with all other amounts due hereunder, the "Rent" or "rent").
4. The attached Exhibit A-1 will be added as Exhibit A-1.
5. The following replaces the Landlord's contact information in Section 14:

If to LANDLORD: SSM Health  
Attn: Contracts  
10101 Woodfield Lane  
St. Louis, MO 63132  
Email: [ContractNotices@ssmhealth.com](mailto:ContractNotices@ssmhealth.com)

With a copy to: SSM Health  
Attn: Real Estate  
1015 Corporate Square, Suite 160  
St. Louis, MO 63132  
Email: [RealEstate@ssmhealth.com](mailto:RealEstate@ssmhealth.com)

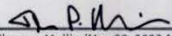
All other terms of the Lease shall remain in full force and effect. If the terms of the Lease in any way conflict with or are otherwise inconsistent with the terms of this Amendment, this Amendment shall govern and control.

**[Remainder of Page Intentionally Left Blank - Signature Page to Follow]**

IN WITNESS WHEREOF, each person signing below represents and warrants that he or she is fully authorized to sign and deliver this Amendment in the capacity set forth beneath his or her signature and the parties hereto have signed this Amendment as of the date and year written below.

TENANT:

**Intensiva Hospital of Greater St. Louis, Inc.,  
d/b/a Select Specialty Hospital – St. Louis**

By:   
Thomas Mullin (May 22, 2023 16:54 CDT)

Name: Thomas P. Mullin

Title: President

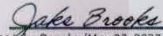
Address:

Email:

Date: \_\_\_\_\_

LANDLORD:

**SSM Health Care St. Louis, owning and  
operating SSM Health St. Joseph Hospital –  
St. Charles**

By:   
Jake Brooks (May 23, 2023 16:18 CDT)

Name: Jake Brooks

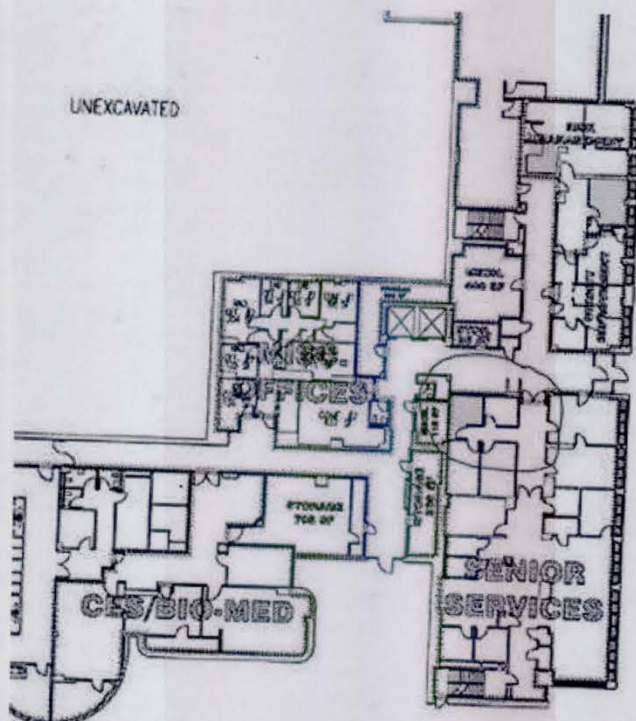
Title: President

Address: SSM Health St. Joseph Hospital – St. Charles  
300 First Capitol Drive  
St. Charles, MO 63301

Date: May 23, 2023  
\_\_\_\_\_

Exhibit A-1

Floor Plan of Expansion Premises



The top two highlighted areas are:

S530 – 143 Square feet

S510 – 50 Square feet

The bottom one highlighted area is:

S508 – 99 Square feet



**Intensiva Hospital of Greater St. Louis, Inc.**  
**d/b/a Select Specialty Hospital – St. Louis**  
4714 Gettysburg Road  
Mechanicsburg, PA 17055  
[www.selectmedical.com](http://www.selectmedical.com)

May 1, 2024

SSM Health  
Attn.: Contracts  
10101 Woodfield Lane  
St. Louis, MO 63132  
[ContractNotices@ssmhealth.com](mailto:ContractNotices@ssmhealth.com)

re: renewal of Lease Agreement by and between SSM Health St. Joseph Hospital – St. Charles and Intensiva Hospital of Greater St. Louis, Inc. d/b/a Select Specialty Hospital – St. Louis, dated as of December 1, 2019 (as amended, the “Lease”)


Dear SSM Health:

I am writing with regard to the above-referenced Lease. Capitalized terms not otherwise defined in this letter shall have the meaning given in the Lease.

Tenant hereby exercises its option to renew the Lease for the first Renewal Term pursuant to Section 2.2 of the Lease. The Renewal Term will expire November 30, 2027.

We look forward to continuing our relationship with SSM at St. Joe’s.

Very truly yours,

  
Thomas Mullin (May 1, 2024 08:17 PDT)

President

cc: SSM Health  
attn.: Real Estate  
1015 Corporate Square Drive, Suite 101  
St. Louis, MO 63132  
[RealEstate@ssmhealth.com](mailto:RealEstate@ssmhealth.com)

## SECOND AMENDMENT TO LEASE AGREEMENT

*300 First Capitol Drive, St. Charles, MO 63301*

This SECOND AMENDMENT TO LEASE AGREEMENT (this “Amendment”) is made as of **December 1, 2024**, (the “Amendment Effective Date”) by and between SSM Health Care St. Louis, a Missouri nonprofit corporation, owning and operating **SSM Health St. Joseph Hospital – St. Charles** (“LANDLORD”) and Intensiva Hospital of Greater St. Louis, Inc., a Missouri corporation, d/b/a **Select Specialty Hospital – St. Louis** (“TENANT”).

WHEREAS, LANDLORD and TENANT entered into a Lease Agreement effective December 1, 2019, which was subsequently amended (“Lease”) for approximately 19,109 square feet of space known as Wing 1A and 1B of the Host Facility, Room G342, Office Space Room 1413, and medical offices S520, S510 and S508 (collectively, the “Premises”), located at the medical office building at 300 First Capital Drive, St. Charles, Missouri 63301;

WHEREAS, LANDLORD and TENANT have agreed to remove the Additional Premises, consisting of three (3) medical offices known as S520, S510, and S508 totaling 292 square feet of space from the Premises, effective as of March 1, 2024;

WHEREAS, LANDLORD and TENANT have agreed to add 7,650 square feet of additional space on the Second Floor of the Host Facility as depicted on Exhibit A-2, attached hereto (the “Expansion Space”) to the Premises, effective as of the Amendment Effective Date; and

WHEREAS, LANDLORD and TENANT desire to modify certain provisions of the Lease as set forth below in order that the Lease, as modified, is acceptable to both parties for execution.

THEREFORE, it is understood and agreed upon by the parties as follows:

1. This Lease shall extend for an additional three (3) years until November 30, 2027.
2. The Additional Premises is removed from the Premises effective as of March 1, 2024.
3. The Expansion Space is added to the Premises as of the Amendment Effective Date.
4. The Premises shall consist of 26,467 square feet as of the Amendment Effective Date.
5. Effective as of December 1, 2024, TENANT shall pay to LANDLORD rent in the amount of Eighty Three Thousand Eight Hundred Twelve and 16/100 Dollars (\$83,812.16) per month (equaling \$38.00 per square foot per year) with two percent (2%) escalation each Lease Year (together with all other amounts due hereunder, the “Rent” or “rent”).
6. The following replaces the Landlord’s contact information in Section 14:

Any notice or communication required or permitted to be given under this Agreement shall be served personally, sent by United States certified mail or sent by email to the following address:

If to LANDLORD:      SSM Health  
Attn: Contracts  
12800 Corporate Hill Drive  
St. Louis, MO 63131  
Email: ContractNotices@ssmhealth.com

With a copy to:      SSM Health  
Attn: Real Estate  
12800 Corporate Hill Drive  
St. Louis, MO 63131  
Email: RealEstate@ssmhealth.com

7.      Exhibit A-1 is removed in its entirety.
8.      Exhibit A-2 is hereby attached as Exhibit A-2.


All other terms of the Lease shall remain in full force and effect. If the terms of the Lease in any way conflict with or are otherwise inconsistent with the terms of this Amendment, this Amendment shall govern and control.

**[Remainder of Page Intentionally Left Blank - Signature Page to Follow]**

IN WITNESS WHEREOF, each person signing below represents and warrants that he or she is fully authorized to sign and deliver this Amendment in the capacity set forth beneath his or her signature and the parties hereto have signed this Amendment as of the date and year written below.

TENANT:


**Intensiva Hospital of Greater St. Louis, Inc.,  
d/b/a Select Specialty Hospital – St. Louis**

By:   
Name: Thomas P. Mullin (Nov 14, 2024 10:56 CST)  
Title: President  
Address: 4714 Gettysburg Road  
Mechanicsburg, PA 17055

Date: \_\_\_\_\_

LANDLORD:

**SSM Health Care St. Louis, owning and  
operating SSM Health St. Joseph Hospital –  
St. Charles**

DocuSigned by:  
  
By: A12DB1475AFA479  
Name: Jake Brooks  
Title: President  
Address: SSM Health St. Joseph Hospital – St. Charles  
300 First Capitol Drive  
St. Charles, MO 63301 November 15, 2024

Date: \_\_\_\_\_

**Exhibit A-2**



**Butler, Kathy**

---

**From:** Tanya Lemons <TLemons@post-dispatch.com>  
**Sent:** Wednesday, April 30, 2025 7:25 AM  
**To:** Robertson, Kelsey  
**Cc:** Butler, Kathy  
**Subject:** RE: Legal Notice for Publication Needed

**Categories:** Filed to ND  
**FilingIndicator:** -1

Account Number 60008529  
AD ORDER 146984

Pub Date Fri 05/02/2025 (Deadline for Cancelation/Changes is Noon Today)

Public Notice: Intensiva Hospital of Greater St. Louis, Inc. d/b/a Select Specialty Hospital-St. Louis plans to add ten (10) beds to its long-term acute care hospital (LTACH) at 300 First Capitol Drive, St. Charles, MO 63301 subject to Certificate of Need approval of Application #6199 HS. Email Kathy Butler at KButler@ubglaw.com with questions, comments or concerns.

For payment options call 800-798-1717 or Call Karen at 319-291-1422 Or Pay your bill online: [lee.net/paybill/](http://lee.net/paybill/)



**St. Joseph Hospital**  
300 First Capitol Drive  
St. Charles, MO 63301  
phone: 636-947-5000

Through our exceptional  
health care services,  
we reveal the healing  
presence of God.

May 1, 2025

Ms. Alison Dorge  
Program Coordinator  
Certificate of Need Program  
Missouri Department of Health and Senior Services  
920 Wildwood Drive, P.O. Box 570  
Jefferson City, Missouri 65109

RE: Select Specialty Hospital – St. Louis, Project # 6199 HS –  
10-Bed Addition Long Term Care Hospital Facility in St. Charles

Dear Ms. Dorge,

SSM Health supports efforts by Select Medical to add 10 additional LTCH beds to its location at 300 1<sup>st</sup> Capitol Drive, St. Charles, MO 63301, located inside SSM Health St. Joseph Hospital St. Charles. Select Specialty Hospital – St. Louis provides a vital need for a specialized level of care to the greater St. Charles community.

Select Specialty Hospital - St. Louis has consistently demonstrated excellence in providing high-quality care to patients with complex medical needs. The addition of these 10 LTCH beds will significantly help fulfill the community's ongoing need for this specialized level of care. As the St. Charles County population grows, this expansion is essential to meet the growing demand for long-term care services in our region.

The closure of Kindred St. Louis's 60-bed LTCH operation leaves limited options across St. Charles and St. Louis Counties for LTCH services. 10 additional beds at a proven and quality-focused operator such as Select Specialty Hospital – St. Louis will be necessary to help meet the community needs.

Sincerely,

**Jake Brooks | President**  
**SSM Health St. Joseph Hospital - St. Charles**  
**SSM Health St. Joseph Hospital - Wentzville**  
300 First Capitol Drive St. Charles, MO 63301  
Phone: 636-947-5076  
Cell: 314-808-6444  
[jake.brooks@ssmhealth.com](mailto:jake.brooks@ssmhealth.com) | [ssmhealth.com](http://ssmhealth.com)



**DIVIDER III: SERVICE SPECIFIC CRITERIA AND STANDARDS**

### **DIVIDER III: SERVICE SPECIFIC CRITERIA AND STANDARDS**

- 1. For ICF/SNF beds, address the population-based bed need methodology of fifty-three (53) beds per one thousand (1,000) population age sixty-five (65) and older.**

Not applicable.

- 2. For RCF/ALF beds, address the population-based need methodology of twenty-five (25) beds per one thousand (1,000) population age sixty-five (65) and older.**

Not applicable.

- 3. For LTCH beds, address the population-based bed need methodology of one-tenth (0.1) bed per one thousand (1,000) population**

Based on population statistics provided by the State of Missouri for 2030, bed need methodology is as flows:

- Service Area: 15-mile radius around Zip Code 63301 (includes portions of City of St. Louis, St Louis, St. Charles Counties, and a limited portion of Lincoln County). See **Attachment III.3** which reflects the 2030 projected population.
- 2030 Population: 967,449
  - o  $\text{Population} / 1,000 = 967$
  - o  $\text{Beds Needed: } 1,229 \times .1 = 97$
- Current LTCH Bed Count in Service Area: 71
  - o This includes 38 beds at SSH St. Louis, 38 beds at SSH Town and Country which will be relocating to BJC Christian hospital in 2026 and decreasing its bed count to 28

Based on State of Missouri need methodology calculations, there is a shortage of LTCH beds in the 15-mile service area around SSH St. Louis.

- 4. Document any alternate need methodology used to determine the need for additional beds such as LTCH, Alzheimer's, mental health, or other specialty beds.**

Applicant will operate specialty beds (LTCH). The service is provided in the subject property currently and will continue with approval of Applicant's application. SSH St. Louis will be the only facility providing LTCH services in St. Charles County and within a 15-mile radius following the relocation of SSH Town and Country to Barnes Jewish Christian Hospital.

- 5. For any proposed facility which is designed and operated exclusively for persons with acquire human immune deficiency syndrome (AIDS) provide information to justify the need for the type of beds being proposed.**

Not applicable.

- 6. IF the project is to add beds to an existing facility, has the facility received a Notice of Noncompliance within the last 18 months as a result of a survey, inspection or complaint investigation? If the answer is yes, explain.**

See Attachments III.6. A summary of survey activity over the past 18 months as follows.  
Applicant addressed and remedied findings from a July 2024 complaint survey.

- A. July 29, 2024 – State/Federal Complaint survey. Condition Level Deficiencies received in the area of Infection Control. October 7, 2024 – State/Federal Survey to clear Condition Level

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	POPULATION TOTAL				Project Number:			Project Address:		300 First Capitol Dr, St. Charles, MO 63301					
2		Zip In Radius	Pop in Zip	City in Zip	City Pop	% of City in ZIP	City Pop in ZIP	Total Cities' Pop in Zip	Zip Pop W/O Cities' Pop	% of Zip Area in Radius	Zip Pop in Radius W/O Cities' Pop	% City in Zip & Radius	City Pop in Zip & Radius	Total Cities' Pop in Zip & Radius	Zip Pop w City Pop in Zip & Radius
3	1	63369	3,404	Chain of Rocks	114		0	0	3,404	0%	0	0%	0	0	0
4				Old Monroe	290		0					0%	0		
5							0						0		
6	2	63389	8,696	Winfield	1,747		0	0	8,696	0%	0	0%	0	0	0
7							0						0		
8							0						0		
9	3	63005	19,895				0	0	19,895	75%	14,921		0	0	14,921
10							0						0		
11							0						0		
12	4	63011	36,924				0	0	36,924	90%	33,232		0	0	33,232
13							0						0		
14							0						0		
15	5	63017	42,115				0	0	42,115	100%	42,115		0	0	42,115
16							0						0		
17							0						0		
18	6	63021	54,509				0	0	54,509	50%	27,255		0	0	27,255
19							0						0		
20							0						0		
21	7	63031	44,880				0	0	44,880	100%	44,880		0	0	44,880
22							0						0		
23							0						0		
24	8	63033	41,383				0	0	41,383	100%	41,383		0	0	41,383
25							0						0		
26							0						0		
27	9	63034	18,252				0	0	18,252	100%	18,252		0	0	18,252
28							0						0		
29							0						0		
30	10	63038	6,338				0	0	6,338	20%	1,268		0	0	1,268
31							0						0		
32							0						0		
33	11	63040	8,798				0	0	8,798	0%	0		0	0	0
34							0						0		
35							0						0		
36	12	63042	18,796				0	0	18,796	100%	18,796		0	0	18,796
37							0						0		
38							0						0		
39	13	63043	21,342				0	0	21,342	100%	21,342		0	0	21,342
40							0						0		
41							0						0		
42	14	63044	10,125				0	0	10,125	100%	10,125		0	0	10,125
43							0						0		
44							0						0		
45	15	63045	14				0	0	14	100%	14		0	0	14
46							0						0		
47							0						0		
48	16	63074	14,608				0	0	14,608	100%	14,608		0	0	14,608

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
49							0						0		
50							0						0		
51	17	63088	7,803				0	0	7,803	10%	780		0	0	780
52							0						0		
53							0						0		
54	18	63105	19,191				0	0	19,191	100%	19,191		0	0	19,191
55							0						0		
56							0						0		
57	19	63108	22,660				0	0	22,660	20%	4,532		0	0	4,532
58							0						0		
59							0						0		
60	20	63110	16,986				0	0	16,986	20%	3,397		0	0	3,397
61							0						0		
62							0						0		
63	21	63112	15,474				0	0	15,474	100%	15,474		0	0	15,474
64							0						0		
65							0						0		
66	22	63113	7,891				0	0	7,891	0%	0		0	0	0
67							0						0		
68							0						0		
69	23	63114	32,742				0	0	32,742	100%	32,742		0	0	32,742
70							0						0		
71							0						0		
72	24	63115	10,887				0	0	10,887	50%	5,444		0	0	5,444
73							0						0		
74							0						0		
75	25	63117	9,722				0	0	9,722	100%	9,722		0	0	9,722
76							0						0		
77							0						0		
78	26	63119	34,019				0	0	34,019	50%	17,010		0	0	17,010
79							0						0		
80							0						0		
81	27	63120	4,434				0	0	4,434	100%	4,434		0	0	4,434
82							0						0		
83							0						0		
84	28	63121	18,833				0	0	18,833	100%	18,833		0	0	18,833
85							0						0		
86							0						0		
87	29	63122	42,337				0	0	42,337	70%	29,636		0	0	29,636
88							0						0		
89							0						0		
90	30	63124	11,858				0	0	11,858	100%	11,858		0	0	11,858
91							0						0		
92							0						0		
93	31	63130	27,528				0	0	27,528	100%	27,528		0	0	27,528
94							0						0		
95							0						0		
96	32	63131	18,941				0	0	18,941	100%	18,941		0	0	18,941
97							0						0		
98							0						0		
99	33	63132	14,662				0	0	14,662	100%	14,662		0	0	14,662
100							0						0		
101							0						0		
102	34	63133	4,858				0	0	4,858	100%	4,858		0	0	4,858

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
103							0						0		
104							0						0		
105	35	63134	11,357				0	0	11,357	100%	11,357		0	0	11,357
106							0						0		
107							0						0		
108	36	63135	17,163				0	0	17,163	100%	17,163		0	0	17,163
109							0						0		
110							0						0		
111	37	63136	34,293				0	0	34,293	100%	34,293		0	0	34,293
112							0						0		
113							0						0		
114	38	63137	16,276				0	0	16,276	60%	9,766		0	0	9,766
115							0						0		
116							0						0		
117	39	63138	16,817				0	0	16,817	25%	4,204		0	0	4,204
118							0						0		
119							0						0		
120	40	63139	18,584				0	0	18,584	0%	0		0	0	0
121							0						0		
122							0						0		
123	41	63140	216				0	0	216	100%	216		0	0	216
124							0						0		
125							0						0		
126	42	63141	22,425				0	0	22,425	100%	22,425		0	0	22,425
127							0						0		
128							0						0		
129	43	63143	9,255				0	0	9,255	75%	6,941		0	0	6,941
130							0						0		
131							0						0		
132	44	63144	9,961				0	0	9,961	100%	9,961		0	0	9,961
133							0						0		
134							0						0		
135	45	63146	32,286				0	0	32,286	100%	32,286		0	0	32,286
136							0						0		
137							0						0		
138	46	63147	5,573				0	0	5,573	45%	2,508		0	0	2,508
139							0						0		
140							0						0		
141	47	63301	51,371				0	0	51,371	100%	51,371		0	0	51,371
142							0						0		
143							0						0		
144	48	63303	46,958				0	0	46,958	100%	46,958		0	0	46,958
145							0						0		
146							0						0		
147	49	63304	42,142				0	0	42,142	75%	31,607		0	0	31,607
148							0						0		
149							0						0		
150	50	63366	60,459				0	0	60,459	60%	36,275		0	0	36,275
151							0						0		
152							0						0		
153	51	63367	36,125				0	0	36,125	10%	3,613		0	0	3,613
154							0						0		
155							0						0		
156	52	63368	46,977				0	0	46,977	85%	39,930		0	0	39,930

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
157							0						0		
158							0						0		
159	53	63373	608				0	0	608	100%	608		0	0	608
160							0						0		
161							0						0		
162	54	63376	78,609				0	0	78,609	100%	78,609		0	0	78,609
163							0						0		
164							0						0		
165	55	63386	282				0	0	282	45%	127		0	0	127
166							0						0		
167							0						0		
168							0						0		
169			1,228,642		2,151		0	0	#####		967,449		0	0	967,449
170															
171	Rev. 05/2013														



CMS Certification Number: 262013

**IMPORTANT NOTICE - PLEASE READ CAREFULLY**

August 27, 2024

VIA Email: bhayward@selectmedical.com

Brent Hayward, Administrator  
Select Specialty Hospital St Louis  
300 First Capitol Dr.  
Saint Charles, MO 63301

**Re: Conditions of Participation (CoPs) Not met  
State Survey Jurisdiction  
Notice of 90 Day Intent to Termination of Medicare Provider Agreement-Effective 11/25/2024**

Dear Administrator:

The Centers for Medicare & Medicaid Services (CMS) has received and reviewed the report of the complaint survey concluding on August 1, 2024, conducted by the Missouri Department of Health and Senior Services (MODHSS). Based on our review of the survey findings, we determined that Select Specialty Hospital St Louis was not in compliance with the following Medicare Conditions of Participation for hospitals.

**42 CFR § 482.42 Infection Prevention Control ABX Stewardship A747**

The deficiencies identified are listed on the enclosed Form CMS-2567, Statement of Deficiencies. In accordance with Section 1865 of the Social Security Act and implementing regulations at 42 CFR § 488.6, a provider accredited by The Joint Commission (TJC) is deemed to meet Medicare Conditions of Participation. Section 1864(c) of the Act requires the Secretary of Health and Human Services to survey an accredited provider participating in Medicare if there are substantial allegations, which suggest the existence of a significant deficiency or deficiencies which would adversely affect the health and safety of patients.

If, in the course of such a survey, a provider is found not to meet one or more Conditions of Participation and a significant deficiency exists, the provider is no longer deemed to meet the Medicare Conditions of Participation. With notification to the accrediting agency, the provider is then placed under the survey jurisdiction of the State survey agency until the provider is found in compliance with all Medicare Conditions of Participation.

**REMOVAL OF DEEMED STATUS**

Based on the determination that Select Specialty Hospital St Louis is out of compliance with the above Conditions of Participation and that significant deficiencies exist; your deemed status is removed and survey jurisdiction is transferred to the MODHSS. The Missouri State Survey Agency will retain survey jurisdiction until your facility is in full compliance with all Medicare Conditions of Participation.

### TERMINATION OF MEDICARE PROVIDER AGREEMENT

Under 42 CFR §489.53, a hospital that no longer meets the appropriate Conditions of Participation is subject to termination of its provider agreement and participation in the Medicare program. **This is a preliminary determination letter and serves to notify Select Specialty Hospital St Louis of the violations. The projected date on which your provider agreement will terminate is November 25, 2024.**

### PLAN OF CORRECTION/CREDIBLE ALLEGATION OF COMPLIANCE

To avoid CMS termination action and notice to the public, you may either provide a credible allegation or credible evidence of correction for the deficiencies, or successfully prove that the deficiencies did not exist, prior to the projected public information date. An acceptable plan of correction must be submitted to both the Missouri Department of Health and Senior Services and CMS.

MODHSS [melodie.brumbach@health.mo.gov](mailto:melodie.brumbach@health.mo.gov); [christina.marshall@health.mo.gov](mailto:christina.marshall@health.mo.gov) and  
[rebekah.stone@health.mo.gov](mailto:rebekah.stone@health.mo.gov)  
CMS [kimberly.richardson@cms.hhs.gov](mailto:kimberly.richardson@cms.hhs.gov)

An acceptable plan of correction must contain the following elements:

- The plan of correcting the specific deficiencies and how the hospital will act to protect other patients in a similar situation;
- The procedure for implementing the acceptable plan of correction for each specific deficiency cited;
- The monitoring procedure to ensure that the plan of correction is effective and that the specific deficiency cited remains corrected and/or in compliance with the regulatory requirements;
- Dates when the plan of correction will be completed;
- The title of the person responsible for implementing the acceptable plan of correction.

Please submit your plan of correction on enclosed CMS Form 2567 ***no later than September 6, 2024.*** This plan will be reviewed for content; however only an onsite unannounced survey at your facility shall provide a determination that these areas of non-compliance have been corrected. **Termination can only be averted by correction of these violations by November 25, 2024.**

For questions regarding hospital requirements and this survey, please contact me at [kimberly.richardson@cms.hhs.gov](mailto:kimberly.richardson@cms.hhs.gov).

Sincerely,

Kimberly Richardson MHI, CPHQ  
Acting Acute & Continuing Care Branch Manager  
Survey & Operations Group  
CMS Central Mountain Division

Enclosure:  
Forms CMS-2567

Copies *via-email* to:  
MODHSS  
TJC

DEPARTMENT OF HEALTH & HUMAN SERVICES  
Centers for Medicare & Medicaid Services  
CMS Kansas City-Survey & Operations Group  
601 E 12th Street, Suite 355  
Kansas City, MO 64106



Sent via E-mail: [brhayward@selectmedical.com](mailto:brhayward@selectmedical.com)  
CMS Certification Number: 262013

October 23, 2024

Brent Hayward, Administrator  
Select Specialty Hospital – St Louis  
300 First Capitol Drive  
Saint Charles, MO 63301

Reference: Complaint Investigations #MO00223147 & #MO00226231  
Survey Event 9BQM12 (Re-visit)

Dear Administrator:

On October 7 - 8, 2024, Missouri Department of Health and Senior Services (MODHSS) conducted a revisit to the July 29 - August 1, 2024, survey at Select Specialty Hospital – St Louis. Based on this survey, CMS has determined that Select Specialty Hospital – St Louis is in compliance with all of the Conditions of Participation for Hospitals. The termination date of November 25, 2024, has therefore been rescinded. A statement of deficiencies is enclosed.

Based on the results of the health revisit survey, MODHSS has discontinued its survey jurisdiction over Select Specialty Hospital – St Louis. Select Specialty Hospital – St Louis is once again recognized as a hospital meeting all Medicare Conditions of Participation by virtue of its accreditation by The Joint Commission (TJC).

If you have any questions, please feel free to contact me at 667-290-8820 or [jean.pollmiller@cms.hhs.gov](mailto:jean.pollmiller@cms.hhs.gov)

Sincerely,

Jean M. Pollmiller -S

Digitally signed by Jean M.  
Pollmiller -S  
Date: 2024.10.23 08:38:32 -06'00'

Jean Pollmiller RN BSN  
Nurse Consultant  
Quality Assurance & Survey Certification  
Survey and Operations Group  
Acute and Continuing Care Branch  
CMS Central Mountain Division

Enclosed: Statement of Deficiencies/2567  
Copies via e-mail to: MODHSS and TJC

#### **DIVIDER IV: FINANCIAL FEASIBILITY CRITERIA AND STANDARDS**

#### **Divider IV: Financial Feasibility Criteria and Standards**

- 1. Document that the proposed costs per square foot are reasonable when compared to the latest “RS Means Construction Cost data”.**

RS Means data for 2024 shows third quartile new hospital construction costs to be \$492.50 per square foot in the ST. Louis area. For renovations, the cost per square foot would be \$344.75.

Renovation costs for this project are projected to be \$100,000. The total number of square feet to be renovated is 7,650. Therefore, the average cost per square foot is ~\$13.07 for Applicant’s request to add 10 LTCH beds.

- 2. Document that sufficient financing is available by providing a letter from a financial institution or an auditor’s statement indicating that sufficient funds are available.**

See Attachments IV.2.

- 3. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) for the latest three (3) years, and projected through three (3) years beyond project completion.**

See Attachments IV.3.

- 4. Document how patient charges are derived.**

Patient charges are derived based on Applicant’s historical charges at SSH St. Louis and SSH T&C.

- 5. Document responsiveness to the needs of the medically indigent.**

Applicant accepts and offers services to medically indigent patients.

- 6. For a proposed new skilled nursing or intermediate care facility, what percentage of your admissions would be Medicaid eligible on the first of admission or become Medicaid eligible within 90 days of admission.**

Not applicable.

- 7. For an existing skilled nursing or intermediate care facility proposing to add beds, what percent of your admissions is Medicaid eligible on the first day of admission or becomes Medicaid eligible within 90 days of admission?**

Not applicable.

## **DIVIDER IV ATTACHMENTS**

**PART I FINANCIAL INFORMATION**
**ITEM 1. CONSOLIDATED FINANCIAL STATEMENTS**
**Select Medical Holdings Corporation**
**Consolidated Balance Sheets**

(in thousands, except share and per share amounts)

	December 31, 2023	December 31, 2024
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 52,632	\$ 59,694
Accounts receivable	724,141	821,385
Prepaid income taxes	14,747	26,601
Current portion of interest rate cap contract	58,962	—
Current assets of discontinued operations	291,064	—
Other current assets	116,100	112,097
Total Current Assets	1,257,646	1,019,777
Operating lease right-of-use assets	790,764	908,095
Property and equipment, net	845,191	872,185
Goodwill	2,283,425	2,331,898
Identifiable intangible assets, net	105,147	103,183
Non-current assets of discontinued operations	2,039,142	—
Other assets	368,316	372,813
<b>Total Assets</b>	<b>\$ 7,689,631</b>	<b>\$ 5,607,951</b>
<b>LIABILITIES AND EQUITY</b>		
Current Liabilities:		
Overdrafts	\$ 30,274	\$ 25,803
Current operating lease liabilities	172,454	179,601
Current portion of long-term debt and notes payable	68,874	20,269
Accounts payable	153,899	142,157
Accrued and other liabilities	551,684	609,821
Current liabilities of discontinued operations	271,280	—
Total Current Liabilities	1,248,465	977,651
Non-current operating lease liabilities	668,557	787,124
Long-term debt, net of current portion	3,584,384	1,691,546
Non-current deferred tax liability	119,942	81,497
Non-current liabilities of discontinued operations	411,487	—
Other non-current liabilities	82,781	73,038
Total Liabilities	6,115,616	3,610,856
Commitments and contingencies (Note 20)		
Redeemable non-controlling interests	26,297	10,167
Stockholders' Equity:		
Common stock, \$0.001 par value, 700,000,000 shares authorized, 128,369,492 and 128,962,850 shares issued and outstanding at 2023 and 2024, respectively	128	129
Capital in excess of par	493,413	911,080
Retained earnings	751,856	770,146
Accumulated other comprehensive income	42,907	—
Total Stockholders' Equity	1,288,304	1,681,355
Non-controlling interests	259,414	305,573
Total Equity	1,547,718	1,986,928
<b>Total Liabilities and Equity</b>	<b>\$ 7,689,631</b>	<b>\$ 5,607,951</b>

The accompanying notes are an integral part of these consolidated financial statements.

**Select Medical Holdings Corporation**  
**Consolidated Statements of Operations**  
(in thousands, except per share amounts)

	For the Year Ended December 31,		
	2022	2023	2024
Revenue	\$ 4,609,179	\$ 4,825,977	\$ 5,187,105
Costs and expenses:			
Cost of services, exclusive of depreciation and amortization	4,207,686	4,254,369	4,553,461
General and administrative	153,035	170,193	225,869
Depreciation and amortization	132,158	135,691	142,866
Total costs and expenses	4,492,879	4,560,253	4,922,196
Other operating income	28,454	1,518	3,406
Income from continuing operations before other income and expense	144,754	267,242	268,315
Other income and expense:			
Loss on early retirement of debt	—	(14,692)	(28,845)
Equity in earnings of unconsolidated subsidiaries	27,984	41,339	63,904
Interest expense	(137,470)	(154,165)	(128,605)
Income from continuing operations before income taxes	35,268	139,724	174,769
Income tax expense from continuing operations	16,723	29,253	44,782
Income from continuing operations, net of tax	18,545	110,471	129,987
Discontinued operations:			
Income from discontinued business	225,311	242,632	223,414
Income tax expense from discontinued business	45,830	53,372	56,697
Income from discontinued operations, net of tax	179,481	189,260	166,717
Net income	198,026	299,731	296,704
Less: Net income attributable to non-controlling interests	39,032	56,240	82,666
Net income attributable to Select Medical Holdings Corporation	\$ 158,994	\$ 243,491	\$ 214,038
Net income attributable to Select Medical Holdings Corporation's common stockholders:			
Income (loss) from continuing operations, net of tax	\$ (14,971)	\$ 59,027	\$ 65,473
Income from discontinued operations, net of tax	173,965	184,464	148,565
Net income attributable to Select Medical Holdings Corporation's common stockholders	\$ 158,994	\$ 243,491	\$ 214,038
Earnings (loss) per common share (Note 19):			
Continuing operations - basic and diluted	\$ (0.12)	\$ 0.46	\$ 0.51
Discontinued operations - basic and diluted	1.35	1.44	1.15
Total earnings per common share - basic and diluted	\$ 1.23	\$ 1.91 (a)	\$ 1.66

(a) Does not total due to rounding.

The accompanying notes are an integral part of these consolidated financial statements.

**Select Medical Holdings Corporation**  
**Consolidated Statements of Comprehensive Income**  
(in thousands)

	For the Year Ended December 31,		
	2022	2023	2024
Net income	\$ 198,026	\$ 299,731	\$ 296,704
Other comprehensive income (loss), net of tax:			
Gain on interest rate cap contract	90,730	15,783	5,723
Reclassification adjustment for gains included in net income	(14,410)	(61,478)	(48,630)
Net change, net of tax (expense) benefit of \$(24,658), \$(15,202) and \$13,550	76,320	(45,695)	(42,907)
Comprehensive income	274,346	254,036	253,797
Less: Comprehensive income attributable to non-controlling interests	39,032	56,240	82,666
Comprehensive income attributable to Select Medical Holdings Corporation	\$ 235,314	\$ 197,796	\$ 171,131

The accompanying notes are an integral part of these consolidated financial statements.

**Select Medical Holdings Corporation**  
**Consolidated Statements of Changes in Equity and Income**  
**(in thousands)**

	Total Stockholders' Equity							
	Common Stock Issued	Common Stock Par Value	Capital in Excess of Par	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity	Non- controlling Interests	Total Equity
Balance at December 31, 2021	133,884	\$ 134	\$ 504,314	\$ 593,251	\$ 12,282	\$ 1,109,981	\$ 215,921	\$ 1,325,902
Net income attributable to Select Medical Holdings Corporation				158,994		158,994		158,994
Net income attributable to non-controlling interests						—	31,460	31,460
Cash dividends declared for common stockholders (\$0.50 per share)				(64,589)		(64,589)		(64,589)
Issuance of restricted stock	1,642	1	(1)			—		—
Forfeitures of unvested restricted stock	(98)	0	0	64		64		64
Vesting of restricted stock			35,550			35,550		35,550
Repurchase of common shares	(8,255)	(8)	(87,838)	(107,682)		(195,528)		(195,528)
Issuance of non-controlling interests			665			665	9,505	10,170
Non-controlling interests acquired in business combination, measurement period adjustment						—	12,463	12,463
Distributions to and purchases of non-controlling interests			(507)	(2,450)		(2,957)	(34,707)	(37,664)
Redemption value adjustment on non-controlling interests				3,385		3,385		3,385
Other comprehensive income					76,320	76,320		76,320
Other				37		37		37
Balance at December 31, 2022	127,173	\$ 127	\$ 452,183	\$ 581,010	\$ 88,602	\$ 1,121,922	\$ 234,642	\$ 1,356,564
Net income attributable to Select Medical Holdings Corporation				243,491		243,491		243,491
Net income attributable to non-controlling interests						—	48,153	48,153
Cash dividends declared for common stockholders (\$0.50 per share)				(63,904)		(63,904)		(63,904)
Issuance of restricted stock	1,651	1	(1)			—		—
Forfeitures of unvested restricted stock	(12)	0	0	12		12		12
Vesting of restricted stock			43,619			43,619		43,619
Repurchase of common shares	(443)	0	(5,184)	(7,575)		(12,759)		(12,759)
Issuance of non-controlling interests			1,870			1,870	21,181	23,051
Non-controlling interests acquired in business combination						—	9,007	9,007
Distributions to and purchases of non-controlling interests			927	(2,672)		(1,745)	(53,569)	(55,314)
Redemption value adjustment on non-controlling interests				1,527		1,527		1,527
Other comprehensive loss					(45,695)	(45,695)		(45,695)
Other			(1)	(33)		(34)		(34)
Balance at December 31, 2023	128,369	\$ 128	\$ 493,413	\$ 751,856	\$ 42,907	\$ 1,288,304	\$ 259,414	\$ 1,547,718
Net income attributable to Select Medical Holdings Corporation				214,038		214,038		214,038
Net income attributable to non-controlling interests						—	73,264	73,264
Cash dividends declared for common stockholders (\$0.50 per share)				(64,617)		(64,617)		(64,617)
Issuance of restricted stock	1,728	2	(2)			—		—
Forfeitures of unvested restricted stock	(69)	0	0	71		71		71
Vesting of restricted stock			100,599			100,599		100,599
Repurchase of common shares	(1,065)	(1)	(18,176)	(19,728)		(37,905)		(37,905)
Issuance of non-controlling interests						—	27,200	27,200
Non-controlling interests acquired in business combination						—	13,009	13,009
Distributions to and purchases of non-controlling interests			394			394	(50,670)	(50,276)
Redemption value adjustment on non-controlling interests				(1,947)		(1,947)		(1,947)
Concentra Separation and Distribution			334,852	(109,656)		225,196	(16,644)	208,552
Other comprehensive loss					(42,907)	(42,907)		(42,907)
Other				129		129		129
Balance at December 31, 2024	128,963	\$ 129	\$ 911,080	\$ 770,146	\$ —	\$ 1,681,355	\$ 305,573	\$ 1,986,928

The accompanying notes are an integral part of these consolidated financial statements.

**Select Medical Holdings Corporation**  
**Consolidated Statements of Cash Flows**  
(in thousands)

	For the Year Ended December 31,		
	2022	2023	2024
<b>Operating activities</b>			
Net income	\$ 198,026	\$ 299,731	\$ 296,704
Adjustments to reconcile net income to net cash provided by operating activities:			
Distributions from unconsolidated subsidiaries	21,911	23,417	39,178
Depreciation and amortization	205,825	208,742	203,894
Provision for expected credit losses	174	1,030	4,279
Equity in earnings of unconsolidated subsidiaries	(26,407)	(40,813)	(60,228)
Loss on extinguishment of debt	—	175	19,038
Gain on sale of assets and businesses	(2,714)	(57)	(1,063)
Stock compensation expense	37,755	43,809	100,670
Amortization of debt discount, premium and issuance costs	2,272	2,647	2,963
Deferred income taxes	7,521	(16,119)	(32,434)
Changes in operating assets and liabilities, net of effects of business combinations:			
Accounts receivable	(52,183)	1,156	(95,845)
Other current assets	(4,866)	(29,374)	18,072
Other assets	16,491	10,031	12,933
Accounts payable	(48,042)	(6,412)	(16,789)
Accrued expenses	12,852	84,095	26,492
Government advances	(83,790)	—	—
Net cash provided by operating activities	284,825	582,058	517,864
<b>Investing activities</b>			
Business combinations, net of cash acquired	(26,987)	(29,567)	(13,097)
Purchases of property, equipment, and other assets	(190,372)	(229,200)	(222,177)
Investment in businesses	(17,323)	(9,873)	—
Proceeds from sale of assets and businesses	8,343	163	4,263
Net cash used in investing activities	(226,339)	(268,477)	(231,011)
<b>Financing activities</b>			
Borrowings on revolving facilities	1,120,000	905,000	1,240,000
Payments on revolving facilities	(835,000)	(1,070,000)	(1,415,000)
Proceeds from term loans, net of issuance costs	—	2,092,232	1,880,052
Payments on term loans	—	(2,113,952)	(2,092,485)
Payment on senior notes, including call premium	—	—	(1,237,764)
Proceeds from senior notes, net of issuance costs	—	—	1,176,598
Borrowings of other debt	25,666	31,399	24,892
Principal payments on other debt	(35,594)	(46,946)	(65,280)
Dividends paid to common stockholders	(64,589)	(63,904)	(64,617)
Repurchase of common stock	(195,528)	(12,759)	(37,905)
Decrease in overdrafts	(10,392)	(1,687)	(4,471)
Proceeds from issuance of non-controlling interests	9,530	22,935	15,713
Distributions to and purchases of non-controlling interests	(43,107)	(63,531)	(60,001)
Purchase of membership interests of Concentra Group Holdings Parent	(5,876)	(6,268)	—
Proceeds from Concentra initial public offering	—	—	511,198
Cash transferred to Concentra at separation	—	—	(182,095)
Net cash used in financing activities	(34,890)	(327,481)	(311,165)
Net increase (decrease) in cash and cash equivalents	23,596	(13,900)	(24,312)
Cash and cash equivalents at beginning of period	74,310	97,906	84,006
Cash and cash equivalents at end of period	\$ 97,906	\$ 84,006	\$ 59,694
<b>Supplemental information:</b>			
Cash paid for interest, excluding amounts received of \$19,584, \$82,818, and \$68,069 under the interest rate cap contract for the years ended December 31, 2022, 2023 and 2024, respectively.	\$ 183,453	\$ 272,261	\$ 256,229
Cash paid for taxes	32,290	88,510	133,187
<b>Non-cash investing and financing activities:</b>			
Liabilities for purchases of property and equipment	\$ 51,529	\$ 18,403	\$ 21,784

The accompanying notes are an integral part of these consolidated financial statements.



# Certificate of Need Program

## SERVICE-SPECIFIC REVENUES AND EXPENSES

**Project Title:**

**Project #:**

**Historical Financial Data for Latest Three Full Years plus  
Projections Through Three Full Years Beyond Project Completion**

Use an individual form for each affected service with a  
sufficient number of copies of this form to cover entire period,  
and fill in the years in the appropriate blanks.

**Year**

**Amount of Utilization:\***

**Revenue:**

Average Charge\*\*

Gross Revenue

Revenue Deductions

Operating Revenue

Other Revenue

**TOTAL REVENUE**

**Expenses:**

Direct Expenses

Salaries

Fees

Supplies

Other

**TOTAL DIRECT**

Indirect Expenses

Depreciation

Interest\*\*\*

Rent/Lease

Overhead\*\*\*\*

**TOTAL INDIRECT**

**TOTAL EXPENSES**

**NET INCOME (LOSS):**

\*Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment,  
or other appropriate units of measure specific to the service affected.

\*\*Indicate how the average charge/procedure was calculated.

\*\*\*Only on long term debt, not construction.

\*\*\*\*Indicate how overhead was calculated.