



## **Ambulatory Surgery Center/Facility Certificate of Need Determination of Reviewability Packet**

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### **Submission Instructions:**

- One electronic copy of your application, including any applicable attachments – no paper copy is required.
- A check or money order for the review fee of \$1,925 payable to Department of Health.

Include copy of the signed cover sheet with the fee if you submit the application and fee separately. This allows us to connect your application to your fee. We also strongly encourage sending payment with a tracking number.

Mail or deliver the application and review fee to:

#### **Mailing Address:**

Department of Health  
Certificate of Need Program  
P O Box 47852  
Olympia, Washington 98504-7852

#### **Other Than By Mail:**

Department of Health  
Certificate of Need Program  
111 Israel Road SE  
Tumwater, Washington 98501

### **Contact Us:**

Certificate of Need Program Office 360-236-2955 or [FSLCON@doh.wa.gov](mailto:FSLCON@doh.wa.gov).

## Definitions

The Certificate of Need (CN) Program will use the information you provide to determine if your project meets the applicable review criteria. These criteria are included in state law and rules. Revised Code of Washington ([RCW 70.38](#)) and Washington Administrative Code ([WAC 246-310](#)).

**"Primary purpose"** is defined as the majority of income or patient visits for the site,\* inclusive of all clinical services provided at the site, are derived from the specialty or multi-specialty surgical services. [Department of Health website, frequently asked questions](#), informed by the licensing rules definition for ambulatory surgical facility.

\*The site subject to a determination of reviewability is limited to a specific, physical address where an entity under single ownership provides or will provide specialty or multispecialty surgical services. A site whose "primary purpose" is specialty or multispecialty surgical services is required to obtain a certificate of need.

**"Ambulatory surgical facility"** or **"ASF"** means any free-standing entity, including an ambulatory surgery center that operates primarily for the purpose of performing surgical procedures to treat patients not requiring hospitalization. This term does not include a facility in the offices of private physicians or dentists, whether for individual or group practice, if the privilege of using the facility is not extended to physicians or dentists outside the individual or group practice. [WAC 246-310-010\(5\)](#)

**"Ambulatory surgical center"** or **"ASC"** is also a term for a facility that provides ambulatory surgical procedures. The Centers for Medicare and Medicaid use this term for billing purposes. CN review is not required for an ambulatory surgical center unless it also fits the definition of an ambulatory surgical facility in [WAC 246-310-010\(5\)](#).

**"Ambulatory surgical facility"** or **"ASF"** as defined by licensing rules, and relied on by the CN Program for consistency, means any distinct entity that operates for the primary purpose of providing specialty or multispecialty outpatient surgical services in which patients are admitted to and discharged from the facility within twenty-four hours and do not require inpatient hospitalization, whether or not the facility is certified under Title XVIII of the federal Social Security Act. An ambulatory surgical facility includes one or more surgical suites that are adjacent to and within the same building as, but not in, the office of a practitioner in an individual or group practice, if the primary purpose of the one or more surgical suites is to provide specialty or multispecialty outpatient surgical services, irrespective of the types of anesthesia administered in the one or more surgical suites. An ambulatory surgical facility that is adjacent to and within the same building as the office of a practitioner in an individual or group practice may include a surgical suite that shares a reception area, restroom, waiting room, or wall with the office of the practitioner in an individual or group practice. [WAC 246-330-010\(5\)](#)

**"Change of ownership"** as defined by licensing rules, and relied on by the CN Program, is defined as (a) A sole proprietor who transfers all or part of the ambulatory surgical facility's ownership to another person or persons; (b) The addition, removal, or

substitution of a person as a general, managing, or controlling partner in an ambulatory surgical facility owned by a partnership where the tax identification number of that ownership changes; or (c) A corporation that transfers all or part of the corporate stock which represents the ambulatory surgical facility's ownership to another person where the tax identification number of that ownership changes. [WAC 246-330-010\(8\)](#)

**“Person”** means an individual, a trust or estate, a partnership, any public or private corporation (including associations, joint stock companies, and insurance companies), the state, or a political subdivision or instrumentality of the state, including a municipal corporation or a hospital district. [WAC 246-310-010\(42\)](#)

## **Instructions**

### **General Instructions:**

- Include a table of contents for sections and appendices/exhibits
- Number **all** pages consecutively
- **Do not** bind or 3-hole punch the application.
- Make the narrative information complete and to the point.
- If any sections are not large enough to contain your response, please attach additional pages as necessary. Ensure that any attached pages are clearly labeled with the applicable question or section.
- If any of the documents provided in the form are in draft format, a draft is acceptable only if it includes the following elements:
  - a. identifies all entities associated with the agreement,
  - b. outlines all roles and responsibilities of all entities,
  - c. identifies all costs associated with the agreement, and
  - d. includes all exhibits that are referenced in the agreement.
  - e. any agreements in draft form must include a document signed by both entities committing to execute the agreement as submitted following CN approval.


**Do not skip any questions. If you believe a question is not applicable to your project, provide rationale as to why it is not applicable.**

Certificate of Need  
Determination of Reviewability  
Ambulatory Surgical Facility and Ambulatory Surgery Center  
(Do not use this form for any other type of ASC/F project)

Certificate of Need submissions must include a fee in accordance with Washington Administrative Code [\(WAC\) 246-310-990](#).

The Department of Health (department) will use this form to determine whether my ambulatory surgical center or facility requires a Certificate of Need under state law and rules. Criteria and consideration used to make the required determinations are Revised Code of Washington [\(RCW\) 70.38](#) and Washington Administrative Code [\(WAC\) 246-310](#). I certify that the statements in the submissions are correct to the best of my knowledge and belief. I understand that any misrepresentation, misleading statements, evasion, or suppression of material fact in this application may be used to take actions identified in [WAC 246-310-500](#).

My signature authorizes the department to verify any responses provided. The department will use such information as appropriate to further program purposes. The department may disclose this information when requested by a third party to the extent allowed by law.

Owner/Operator Name of the surgical facility as it appears on the UBI/Master Business License <i>Cascadian Plastic Surgery PLLC</i>	
Clinical Practice UBI #: <i>605 006 557</i>	Federal Tax ID (FEIN) # <i>88-446528</i>
Surgery Center UBI #:	
Mailing Address <i>606 W. Chelan Ave Ste B Wenatchee, WA 98801</i>	Surgery Center Address (New Facility) <i>14 N. Mission St. Ste 201 Wenatchee, WA 98801</i>
Website Address: <i>cascadianplasticsurgery.com</i>	
Phone number (10-digit): <i>(509) 596-0096</i>	Email Address: <i>drpark@cascadianplasticsurgery.com</i>
Name and Title of Responsible Officer (Print): <i>Jungwon Park MD member</i>	Signature of Responsible Officer:  Date of Signature: <i>7/16/2025</i>
Identify the purpose of your request: <input checked="" type="checkbox"/> New Facility <input type="checkbox"/> Change of Ownership <input type="checkbox"/> Facility Relocation <input type="checkbox"/> Facility Expansion – Operating Room Increase <input type="checkbox"/> Facility Expansion – Service Increase <input type="checkbox"/> Other (please provide a letter describing)	

## Existing Facility Status

Complete for all applications concerning existing facilities

1. The CN Program previously determined the facility was not subject to CN Review (if yes, attach DOR letter)

☒ Yes ☐ No

2. If this request is for a change in ownership provide the following information:

Current facility's name	
Current facility's address	
Current facility's license number	ASF.FS.
Current facility's Certificate of Need status	<input type="checkbox"/> Exempt DOR#
	<input type="checkbox"/> Approved CN#
Anticipated change of ownership month and year	

3. If this request is for the relocation of an existing facility, provide the following information:

Current facility's address	
Anticipated relocation month and year	

## Facility Information

4. Although you are not required to apply for an ASF license before a CN determination is issued, have you or do you intend to, apply for a license?\*

☒ Yes, intend to apply ☐ No  
☐ Yes, here is the facility's license #ASF.FS. \_\_\_\_\_

\*Your answer to this question will allow the CN program to effectively coordinate the licensure process with other DOH offices.

- 5.

Number of existing operating and procedure rooms:	0
Number of new operating and procedure rooms:	1
Total:	1

For Certificate of Need purposes operating and procedure rooms are one in the same.

## Clinical and Surgical Services

6. Check all surgical procedures currently performed in the facility.

<input type="checkbox"/> Ear, Nose, & Throat	<input type="checkbox"/> Gynecology	<input type="checkbox"/> Oral Surgery
<input type="checkbox"/> Plastic Surgery	<input type="checkbox"/> Gastroenterology	<input type="checkbox"/> Maxillo facial
<input type="checkbox"/> Orthopedics	<input type="checkbox"/> Podiatry	<input type="checkbox"/> General Surgery
<input type="checkbox"/> Ophthalmology	<input type="checkbox"/> Pain Management	<input type="checkbox"/> Urology
<input type="checkbox"/> Other (describe)		

☒ This is a new facility, no surgical procedures are currently performed



Check all new surgical procedures proposed to be performed in the facility

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Ear, Nose, & Throat        | <input type="checkbox"/> Gynecology       | <input type="checkbox"/> Oral Surgery    |
| <input checked="" type="checkbox"/> Plastic Surgery | <input type="checkbox"/> Gastroenterology | <input type="checkbox"/> Maxillo facial  |
| <input type="checkbox"/> Orthopedics                | <input type="checkbox"/> Podiatry         | <input type="checkbox"/> General Surgery |
| <input type="checkbox"/> Ophthalmology              | <input type="checkbox"/> Pain Management  | <input type="checkbox"/> Urology         |
| <input type="checkbox"/> Other (describe)           |   |  |

## Primary Purpose of the Facility

- The Certificate of Need Program must understand how a facility operates in order to determine the facility's primary purpose. Typically, governance documents can aid the department in this understanding. These could be in the form of operating agreements, shareholder agreements, or corporate governing documents. Provide any documentation that could aid in this understanding.
- A facility that receives more than 50% of their income or 50% of their visits from surgeries is subject to CN requirements. In order to determine if your project is subject to CN review, please provide the current (existing facility) and proposed (new facility) percentages of income and visits for clinical and surgical services. Include all assumptions used to determine the percentages provided.

This site's revenue	Most recent full year of operation Year: <u>2024</u>	Projected first full year of operation after the proposed changes Year: <u>2026</u>
Total revenue for clinical services	\$ <u>480,000</u>	\$ <u>669,000</u>
Total revenue for surgical services	\$ <u>0</u>	\$ <u>336,000</u>
<b>Total revenue</b>	\$ <u>480,000</u>	\$ <u>1,005,000</u>

This site's patient visits	Most recent full year of operation Year: <u>2024</u>	Projected first full year of operation after the proposed changes Year: <u>2026</u>
Total clinical patient visits	<u>510</u>	<u>504</u>
Total surgical patient visits	<u>0</u>	<u>84</u>
<b>Total patient visits</b>	<u>510</u>	<u>588</u>

## **Certificate of Need Program Revised Code of Washington (RCW) and Washington Administrative Code (WAC)**

Certificate of Need Program laws [RCW 70.38](#)

Certificate of Need Program rules [WAC 246-310](#)

<b>References</b>	<b>Title/Topic</b>
<a href="#">246-310-010</a>	Certificate of Need Program —Definitions
<a href="#">246-310-270</a>	Certificate of Need Program —Ambulatory Surgery
<a href="#">Interpretive Statement CN 01-18</a>	Certificate of Need Program – Interpretation of WAC 246-310-010(5), Definition of Ambulatory Surgical Facility

### **Licensing Resources:**

[Ambulatory Surgical Facilities Laws, RCW 70.230](#)

[Ambulatory Surgical Facilities Rules, WAC 246-330](#)

[Ambulatory Surgical Facilities Program Web Page](#)

### **Construction Review Services Resources:**

[Construction Review Services Program Web Page](#)

Phone: (360) 236-2944

Email: [CRS@doh.wa.gov](mailto:CRS@doh.wa.gov)



# INITIAL RESOLUTIONS

I, \_\_\_\_\_, of \_\_\_\_\_ being the Organizer of \_\_\_\_\_, a \_\_\_\_\_ Limited Liability Company, hereby resolve to relinquish signing authority to the Member named below and adopt the following resolutions:

- I. **Resolved**, the named Member of the Limited Liability Company are hereby named: \_\_\_\_\_
- II. **Resolved**, that \_\_\_\_\_ was organized on \_\_\_\_\_ in the State of \_\_\_\_\_ with assigned filing number \_\_\_\_\_.
- III. **Resolved**, that the copy of the Articles of Organization of the above named Limited Liability Company is complete.
- IV. **Resolved**, that the general provisions of an operating agreement be adopted and included as official records of the Limited Liability Company. If the member chooses to adopt a more detailed operating agreement, then such agreement will take precedence over general provisions in the original operating agreement.
- V. **Resolved**, that the member has formed a limited liability company, and is entitled to the full extent of their limitation of liability pursuant to state law. Furthermore, the member's failure to maintain formalities of a limited liability company does not preclude them from liability protection under state law.



\_\_\_\_\_  
Organizer

\_\_\_\_\_  
Date

# OPERATING AGREEMENT

FOR

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A SINGLE MEMBER-MANAGED LIMITED LIABILITY COMPANY

## ARTICLE I

### Company Formation

- 1.1. **FORMATION.** The member has formed a Limited Liability Company (the "Company") according to the laws of the state in which the Company was formed. This operating agreement is entered into and effective as of the date it is adopted by the member.
- 1.2. **REGISTERED AGENT.** The name and location of the Company's registered agent will be stated in the company's formation documents.
- 1.3. **TERM.** The Company will continue perpetually unless:
  - (a) The sole member resolves to dissolve;
  - (b) Any event which causes the Company's business to become unlawful;
  - (c) The death, resignation, expulsion, bankruptcy, retirement of the sole member or the occurrence of any other event that terminates the continued membership of a member of the Company; or
  - (d) Any other event causing dissolution of the Company under applicable state laws.
- 1.4. **CONTINUANCE OF COMPANY.** In the event of an occurrence described in Section 1.3(c), the Company will expire and may be administratively dissolved.
- 1.5. **BUSINESS PURPOSE.** The Company will conduct any lawful business deemed appropriate in carrying out the Company's objectives.
- 1.6. **PRINCIPAL PLACE OF BUSINESS.** The Company's principal place of business will be stated in the formation documents, or as later selected by the member.
- 1.7. **THE MEMBER.** The name and residential address of the sole member is listed in Certification of Member section of this agreement.

- 1.8. **ADMISSION OF ADDITIONAL MEMBERS.** Additional members may only be admitted to the Company through a Certificate of New Membership issuance by the company of new interest in the Company or as otherwise provided in this agreement.

## **ARTICLE II**

### **Capital Contributions**

- 2.1. **INITIAL CONTRIBUTIONS.** The member will initially contribute capital to the Company, as described in Exhibit 1 attached to this agreement. The agreed total value of such property and cash is                     \$0                    .
- 2.2. **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no member will be obligated to make any additional contribution to the Company's capital.

## **ARTICLE III**

### **Profits, Losses and Distributions**

- 3.1. **PROFITS/LOSSES.** For financial accounting and tax purposes, the Company's net profits or net losses will be determined on an annual basis. These profits and losses will be allocated to the member as set forth in this agreement below, as amended, and in accordance with Treasury Regulation 1.704-1.
- 3.2. **DISTRIBUTIONS.** The member will determine and distribute available funds annually or as they see fit. "Available funds" refers to the net cash of the Company available after expenses and liabilities are paid. Upon liquidation of the Company, distributions will be made in accordance with the positive capital account balances or pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b) (2). To the extent the member has a negative capital account balance, there will be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

## **ARTICLE IV**

### **Management**

- 4.1. **MANAGEMENT OF THE BUSINESS.** The member is responsible for the management of the Company.
- 4.2. **MEMBERS.** The liability of the member will be limited according to state law.
- 4.3. **POWERS OF MEMBERS.** The member is authorized on the Company's behalf to make decisions as to:
- (a) the sale, development, lease, or other disposition of the Company's assets;
  - (b) the purchase or other acquisition of other assets;
  - (c) the management of all or any part of the Company's assets;
  - (d) the borrowing of money and the granting of security interests in the Company's assets;
  - (e) the pre-payment, refinancing, or extension of any loan affecting the Company's assets;

- (f) the compromise or release of any of the Company's claims or debts; and
- (g) the employment of persons, firms, or corporations for the operation and management of the Company's business.

The member is further authorized to execute and deliver:

- (w) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting Company assets;
- (x) all checks, drafts, and other orders for the payment of the Company's funds;
- (y) all promissory notes, loans, security agreements, and other similar documents; and
- (z) all other instruments of any other kind relating to the Company's affairs.

- 4.4. **NOMINEE.** Title to the Company's assets must be held in the Company's name or in the name of any nominee that the member may designate. Pursuant to the powers listed in Section 4.3, the member has the power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.
- 4.5. **EXCULPATION.** Any act or omission of the member, the effect of which may cause loss or damage to the Company, if done in good faith to promote the best interests of the Company, will not subject the member to any liability.
- 4.6. **INDEMNIFICATION.** The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that the person is or was a member of the Company, employee, or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the member determines that the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, does not in itself create a presumption that the person did or did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was lawful.
- 4.7. **RECORDS.** The member must keep the following at the Company's principal place of business or other location:
- (a) A current list of the full name and the last known street address of each member;
  - (b) A copy of the Articles of Organization, this operating agreement, and all amendments to either document;

- (c) Copies of Company's federal, state and local income tax returns and reports for the three (3) most recent years;
- (d) Copies of the Company's financial statements for the three (3) most recent years.

## **ARTICLE V**

### **Compensation**

- 5.1. **MANAGEMENT FEE.** The member rendering services to the Company is entitled to compensation proportionate with the value of those services.
- 5.2. **REIMBURSEMENT.** The Company must reimburse the member for all direct out-of-pocket expenses incurred in managing the Company.

## **ARTICLE VI**

### **Bookkeeping**

- 6.1. **BOOKS.** The member will maintain a complete and accurate accounting of the Company's affairs at the Company's principal place of business. The member may select the method of accounting and the company's accounting period will be the calendar year.
- 6.2. **MEMBER'S ACCOUNTS.** The member's capital account will be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and will consist of his or her initial capital contribution increased by:
  - (a) Any additional capital contribution made by the member;
  - (b) Credit balances transferred from the member's distribution account to his or her capital account;and decreased by:
  - (x) Distributions to the member in reduction of Company capital;
  - (y) The member's share of Company losses if charged to his or her capital account.
- 6.3. **REPORTS.** The member will close the books of account after the close of each calendar year and will prepare a statement of such member's distributive share of income and expense for income tax reporting purposes. The member must keep such statements with the other financial statements kept pursuant to Section 4.7(d).

## **ARTICLE VII**

### **Transfers**

- 7.1. **ASSIGNMENT.** The member may sell, assign, or otherwise dispose of all or any part of his or her interest in the Company.

## **ARTICLE VIII**

### **Dissolution**

- 8.1. **DISSOLUTION.** The member may dissolve the company at any time. The member may NOT dissolve the company for a loss of membership interests. Upon dissolution the company must


pay its debts first before distributing cash, assets, and/or initial capital to the member or the member's economic interests. The dissolution may only be ordered by the member, not by the owner of the member's economic interests.

### CERTIFICATION OF MEMBER

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by the member as of this 22 day of December, 2022.

**Member:**

Name \_\_\_\_\_ Percent 100 %

X  \_\_\_\_\_

Address \_\_\_\_\_



**EXHIBIT 1**  
**CAPITAL CONTRIBUTIONS**

Pursuant to ARTICLE 2, the member's initial contribution to the Company capital is stated to be \$0. The description and each individual portion of this initial contribution is as follows:

	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

SIGNED AND AGREED this 22 day of December, 2022.



\_\_\_\_\_  
Signature of Member

# Company Resolution to Open a Bank Account

Account: \_\_\_\_\_  
Holder: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Acct #: \_\_\_\_\_

As a Member of the Company named above, I certify that the Company has been organized within the bounds of state law as a Limited Liability Company with its principal office located at:

606 N Chelan Ave, Suite B, Wenatchee WA 98801

I further attest that at the initial meeting of the Company's members held on March 3, 2023, a quorum was present and voting and adopted the following resolutions:

**Resolved**, that the financial institution named above is designated as a depository for the funds of this Company, which may be withdrawn on checks, drafts, advices of debit, notes, or other orders for payments bearing any officer or authorized employee of this Company.

**Further Resolved**, that the financial institution will accept and pay on, without further inquiry, any checks or debits drawn against any of the Company's accounts. The checks or debits will be honored by the financial institution whether the item has been drawn or endorsed to the order of any authorized officer or employee signing; tendered by the authorized officer or employee for the purpose of cashing or payment; or for deposit to the officer's or employee's personal account. The financial institution will not be required to inquire as to the use of any check or debit signed in accordance with the resolutions contained herein.

**Further Resolved**, that the officers or authorized employees may execute other agreements, including, but not limited to, special depository agreements, and arrangements concerning the manner, condition, and/or purposes for which funds, checks, debits, or items of the Company may be deposited, collected, or withdrawn, as long as these other agreements are not contrary to the provisions contained in this resolution.


**Further Resolved**, that the power granted to the Company's officers or authorized employees will remain in full force and effect until written notice has been delivered and received by the financial institution at each location where an account is maintained. The financial institution will be indemnified and held harmless from any losses suffered or liabilities incurred by continuing to act in accordance with this resolution.

**I Further Attest** that the persons named below occupy the stated positions, as indicated by their signatures, and that the resolutions contained in this document are recorded on the books of the Company, and these resolutions are in full force and effect and have not been altered in any way.

**[Signatures on the following page]**

**I Agree** to all of the above on this 3 day of March, 2023.

**CERTIFIED TO AND ATTESTED BY:**

X 

Company Member: