

ORIGINAL

11-001

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

RECEIVED

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION 2011

This Section must be completed for all projects.

HEALTH FACILITIES &
SERVICES REVIEW BOARD

Facility/Project Identification

Facility Name:	MetroSouth Medical Center				
Street Address:	12935 South Gregory Street				
City and Zip Code:	Blue Island, IL 60406				
County:	Cook	Health Service Area:	VII	Health Planning Area:	A-04

Applicant /Co-Applicant Identification

[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name:	MSMC Investors, LLC
Address:	500 Mamaroneck Avenue Harrison, NY 10528
Name of Registered Agent:	
Name of Chief Executive Officer:	Lawrence Krule, Managing Director
CEO Address:	500 Mamaroneck Avenue Harrison, NY 10528
Telephone Number:	212/662-5333

Type of Ownership of Applicant/Co-Applicant

<input type="checkbox"/>	Non-profit Corporation	<input type="checkbox"/>	Partnership		
<input type="checkbox"/>	For-profit Corporation	<input type="checkbox"/>	Governmental		
<input checked="" type="checkbox"/>	Limited Liability Company	<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Other

- Corporations and limited liability companies must provide an Illinois certificate of good standing.
- Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.

APPEND DOCUMENTATION AS ATTACHMENT-1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Primary Contact

[Person to receive all correspondence or inquiries during the review period]

Name:	Anne M. Murphy
Title:	Partner
Company Name:	Holland + Knight
Address:	131 S. Dearborn Street 30 th Floor Chicago, IL 60603
Telephone Number:	312/578-6544
E-mail Address:	anne.Murphy@hkllaw.com
Fax Number:	312/578-6666

Additional Contact

[Person who is also authorized to discuss the application for permit]

Name:	none
Title:	
Company Name:	
Address:	
Telephone Number:	
E-mail Address:	
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County:	Cook	Health Service Area:	VII Health Planning Area: A-04

Applicant /Co-Applicant Identification

[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name:	Harrison Hospital Holdings, LLC
Address:	500 Mamaroneck Avenue Harrison, NY 10528
Name of Registered Agent:	
Name of Chief Executive Officer:	Lawrence Krule, Managing Director
CEO Address:	500 Mamaroneck Avenue Harrison, NY 10528
Telephone Number:	212/662-5333

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Applicant /Co-Applicant Identification

[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name:	Harrison Hospital Realty, LLC
Address:	500 Mamaroneck Avenue Harrison, NY 10528
Name of Registered Agent:	
Name of Chief Executive Officer:	Lawrence Krule, Managing Director
CEO Address:	500 Mamaroneck Avenue Harrison, NY 10528
Telephone Number:	212/662-5333

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Applicant /Co-Applicant Identification

[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name:	National Health Investors, Inc.
Address:	222 Robert Rose Drive Murphysboro, TN 37129
Name of Registered Agent:	
Name of Chief Executive Officer:	J. Justin Hutchens, President
CEO Address:	222 Robert Rose Drive Murfreesboro, TN 37129
Telephone Number:	615/890-9100

Type of Ownership of Applicant/Co-Applicant

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Exact Legal Name:	NHI-REIT of Illinois, LP
Address:	222 Robert Rose Drive Murphysboro, TN 37129
Name of Registered Agent:	
Name of Chief Executive Officer:	J. Justin Hutchens, President
CEO Address:	222 Robert Rose Drive Murfreesboro, TN 37129
Telephone Number:	615/890-9100

Type of Ownership of Applicant/Co-Applicant

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Telephone Number:	312/578-6544
E-mail Address:	anne.Murphy@hklaw.com
Fax Number:	312/578-6666

Additional Contact

[Person who is also authorized to discuss the application for permit]

Name:	none
Title:	
Company Name:	
Address:	
Telephone Number:	
E-mail Address:	
Fax Number:	

Post Permit Contact

[Person to receive all correspondence subsequent to permit issuance-THIS PERSON MUST BE EMPLOYED BY THE LICENSED HEALTH CARE FACILITY AS DEFINED AT 20 ILCS 3960

Name:	Enrique Beckmann, MD
Title:	CEO
Company Name:	MetroSouth Medical Center
Address:	12935 South Gregory Street Blue Island, IL 60406
Telephone Number:	708/597-2000
E-mail Address:	Enrique Beckman@MetroSouthMedicalCenter.com
Fax Number:	

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner:	MSMC Realty LLC
Address of Site Owner:	500 Mamaroneck Avenue Harrison, NY 10528
Street Address or Legal Description of Site:	12935 South Gregory Street Blue Island, IL 60406
Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease or a lease.	
APPEND DOCUMENTATION AS ATTACHMENT-2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

Operating Identity/Licensee

[Provide this information for each applicable facility, and insert after this page.]

Exact Legal Name:	MSMC Investors, LLC	
Address:	500 Mamaroneck Avenue Harrison, NY 10528	
<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership	
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental	
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other
<ul style="list-style-type: none">o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.o Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.		
APPEND DOCUMENTATION AS ATTACHMENT-3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.		

Organizational Relationships

Provide (for each co-applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

APPEND DOCUMENTATION AS ATTACHMENT-4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Facility Bed Capacity and Utilization

Complete the following chart, as applicable. Complete a separate chart for each facility that is a part of the project and insert following this page. Provide the existing bed capacity and utilization data for the latest **Calendar Year for which the data are available**. Include **observation days in the patient day totals for each bed service**. Any bed capacity discrepancy from the Inventory will result in the application being deemed **incomplete**.

FACILITY NAME: MetroSouth Medical Center			CITY: Blue Island		
REPORTING PERIOD DATES: From: January 1, 2009 to: December 31, 2009					
Category of Service	Authorized Beds	Admissions	Patient Days	Bed Changes	Proposed Beds
Medical/Surgical	319	7,639	32,699	None	319
Obstetrics	30	1,758	4,687	None	30
Pediatrics*	6	67	154	None	6
Intensive Care	29	1,622	5,303	None	29
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
General Long Term Care					
Specialized Long Term Care					
Long Term Acute Care					
Other ((identify)					
TOTALS:	383	10,597	42,843	None	383

*The pediatrics category of service was discontinued on march 2, 2010 by CON Permit 09-064.

Flood Plain Requirements**Not Applicable**

[Refer to application instructions.]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2005-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at www.FEMA.gov or www.illinoisfloodmaps.org. **This map must be in a readable format.** In addition please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2005-5 (<http://www.hfsrb.illinois.gov>)

APPEND DOCUMENTATION AS **ATTACHMENT -5**, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Historic Resources Preservation Act Requirements**Not Applicable**

[Refer to application instructions.]

Provide documentation regarding compliance with the requirements of the Historic Resources Preservation Act.

APPEND DOCUMENTATION AS **ATTACHMENT-6**, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

DESCRIPTION OF PROJECT**1. Project Classification**

[Check those applicable - refer to Part 1110.40 and Part 1120.20(b)]

<p>Part 1110 Classification:</p> <p><input type="checkbox"/> Substantive</p> <p><input checked="" type="checkbox"/> Non-substantive</p>	<p>Part 1120 Applicability or Classification: [Check one only.]</p> <p><input type="checkbox"/> Part 1120 Not Applicable</p> <p><input type="checkbox"/> Category A Project</p> <p><input checked="" type="checkbox"/> Category B Project</p> <p><input type="checkbox"/> DHS or DVA Project</p>
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2. Narrative Description

Provide in the space below, a brief narrative description of the project. Explain **WHAT** is to be done in **State Board defined terms**, **NOT WHY** it is being done. If the project site does **NOT** have a street address, include a legal description of the site. Include the rationale regarding the project's classification as substantive or non-substantive.

The project addressed in this *Application for Permit* is triggered by a proposed "sale-leaseback" of MetroSouth Medical Center's real estate, improvements, furnishings and equipment. This transaction is a financing vehicle that--like other forms of hospital financings such as bond issuances or mortgages--will afford the hospital and its operators access to capital. Much of this capital will be used for improvements to the hospital's physical plant and equipment, and for enhanced and expanded hospital operations.

The Illinois Health Facilities and Services Review Board ((IHFSRB) normally does not review hospital financings, even though these transactions occur with great frequency in Illinois and across the country. Because this proposed financing is structured as a sale-leaseback, however, the applicants believe the financing is most appropriately brought before the IHFSRB as a transaction that meets the technical definition of a change of ownership under the IHFSRB's rules. The financing documents have been executed subject to a written contingency for IHFSRB approval, and the transaction will not be consummated until after IHFSRB approval is secured.

Nothing about this transaction will alter the identity or composition of the licensed hospital entity, which is MSMC Investors, LLC, or adversely affect the control or independence exercised by MSMC Investors over hospital operations. Rather, this financing contemplates the continued long-term operation of the hospital by MSMC Investors, but with the advantages associated with receipt of additional capital. While the financing documents contains various terms and conditions, these are typical of debt covenants executed by all hospitals in the course of financings, regardless of their precise form.

Under the terms of the financing, MSMC Realty, LLC will sell to and leaseback from NHI-REIT of Illinois, LP the real property and improvements for the hospital. Similarly, MSMC Investors, LLC will sell to and leaseback from NHI-REIT of Illinois, LP the furniture, fixtures and equipment comprising the hospital. The total sale price will be approximately \$17,000,000. The lease has an initial 15-year term, with allowances for three additional renewals, for a total lease term of 60 years. In addition, and as is typical of sale-leaseback transactions, MSMC will have options to re-purchase the hospital assets at certain points in each term and renewal of the lease, at an agreed-upon purchase price formula. Various provisions also are embedded in the documents to limit lease payment increases.

The financing terms require that MSMC Investors continuously operate the facility as a hospital, in accordance with all applicable regulatory standards. MSMC commits to making \$6 million in capital expenditures to the hospital in the first 24 months after the proposed financing and, in addition, commits to expending at least 1 percent of hospital annual net revenues on hospital capital expenditures over the life of the lease.

As discussed and delineated in this *Application*, the population served by the hospital, the clinical services offered by the hospital, the number of beds provided by the hospital, and the policies under which the hospital operates, including those related to admissions and charity care, will not change as a result of the proposed change of ownership.

MetroSouth Medical Center (MSMC) was acquired in 2008, following an announcement that the hospital would be closed. The real estate subject to the proposed change of ownership has been held in an entity separate from the hospital's operating entity, since the 2008 acquisition.

MetroSouth Medical Center is located in Blue Island, and is one of the largest employers in the area. MSMC is approved to provide 383 medical/surgical, ICU and obstetrics beds, operates an Emergency Department that annually treats approximately 45,000 patients, and provides approximately 85,000 additional outpatient encounters a year. Approximately 22% of the hospital's inpatients are Medicaid recipients, and 50% are Medicare recipients. In 2009 the hospital's charity care exceeded 2% of its net revenue; and as a result of management's goal to expand the hospital's obstetrics program, 2009 obstetrics admissions exceeded those of 2008 by 15%.

Pursuant to the Illinois Health Facilities and Services Review Board's definition of a "change of ownership" (1130.140), a "change of ownership" is effectuated, in part, when there is "a change in the person who has ownership or control of a health care facility's physical plant and capital assets."

The proposed project is classified as "non-substantive" because it addresses a change of ownership, exclusively.



November 23, 2010

MSMC Realty, LLC
c/o Mike Coiro
Capital Hospital Finance Group
1422 Clarkview Road
Baltimore, MD 21209

Re: Commitment Letter for purchase of 12935 South Gregory Street in Blue Island, IL used as a 410-Bed Acute Care Hospital and Medical Office Building

Dear Mike:

National Health Investors, Inc. ("NHI") is pleased to offer this non-binding Commitment Letter to consider entering into a sale leaseback transaction with MSMC Realty, LLC (as Sellers) and MSMC Investors, LLC (as Tenant), (collectively "MetroSouth") on the above referenced property subject to the review and acceptance by NHI of the following terms and conditions:

Purchase Price:

- Purchase Price: \$17,000,000
- NHI Cap-ex Investment: \$3,000,000 funded on or before April 1, 2011
\$3,000,000 funded on or before April 1, 2012
- Lease Amount: \$2,091,000 (12.3%) to be increased as capital expenditures are reimbursed. The increase will be an amount equal to the amount funded times the then existing lease rate.
- Annual Escalator: 1.03 beginning in month 13 and annually thereafter
- Lease Term: 15 years
- Renewal Options: One, 15 year renewal option under same lease terms
- Closing Estimate: Best efforts to close by December 10, 2010

Additional Terms:

1. A commitment fee of 1% (\$230,000) shall be paid by MetroSouth to NHI, in consideration for NHI's commitment to enter into the transaction set forth in this Commitment Letter (\$170,000 payable at closing; \$30,000 payable upon the funding of the first \$3,000,000 in capital expenditure reimbursement (the "First Draw") and the last \$30,000 payable upon the funding of the second \$3,000,000 in capital expenditure reimbursement

(the "Second Draw"). A fee of 1% (\$230,000) shall be paid by MetroSouth to CFG, in consideration for CFG's efforts to arrange the transactions as set forth in this Commitment Letter and, a second fee, of \$156,000, shall be paid by MetroSouth to CFG. These fees will be payable as follows: \$170,000 at closing, \$108,000 upon the First Draw, \$30,000 upon the Second Draw and \$78,000 paid upon the repurchase of the property by MetroSouth from NHI.

2. This Commitment Letter is contingent on completion of satisfactory review of all due diligence, credit review and all final transaction documentation in NHI's sole discretion. This Commitment Letter is subject to the execution of a mutually agreed upon Asset Purchase Agreement, Lease Agreement and related transaction documents.
3. MetroSouth will maintain a Current Ratio of 1.15: 1.00 (current assets divided by current liabilities, but excluding all inter-company and related party items). In addition the operations must maintain a quarterly Lease Coverage Ratio of at least 2.00: 1.00 in Year 1, 2.50: 1.00 in Year 2, and 3.00: 1.00 in Year 3 and thereafter. In addition, MetroSouth will maintain a Fixed Charged Coverage Ratio (lease service plus all debt service) of 1.50: 1.00 at all times. Both ratios will be calculated using NOI after assumed capital expenditures of 1% of net revenue and assumed management fee of \$1,000,000.
4. NHI anticipates requiring the guaranty of Harrison Hospital Holdings, LLC, MSMC Homecare, LLC, MSMC Hospice, LLC and Harrison Hospital Realty, LLC. This may change based upon acceptable final due diligence and credit review of its financial statements and the review of corporate and ownership structure.
5. NHI requires a personal guaranty from David Reis, which guaranty shall guaranty any monthly deficiencies in lease payments in an aggregate amount up to \$1,000,000. The personal guaranty amount shall not be offset by payments pursuant to the lease and the liability shall survive an event of default which results in NHI transferring operations to a new operator.
6. NHI will have a senior security interest in all existing and replacement personal property, FFE, and pledge of membership, shareholder and/or partner interests. In addition, management fees and owner distributions shall be subordinated to NHI. NHI shall allow an accounts receivable line of credit in an amount not to exceed \$10.0M. Any increases shall be approved by NHI and NHI shall have a subordinated interest in cash accounts and accounts receivable and will enter into a mutually agreed upon intercreditor agreement. Notwithstanding the above, NHI shall require a \$1,000,000 letter of credit issued by Capital Funding Bank and secured with the collateral under the accounts receivable line of credit.
7. NHI will provide a purchase option during lease years 3 to 5 at a purchase price on the date of closing of \$25,725,000 in lease year 3, \$26,700,000 in lease year 4 and \$27,775,000 in lease year 5 which shall



be allocated by all proceeds going to NHI with the exception of \$750,000 going to Capital Hospital Funding Group. MetroSouth shall provide 9 months notice to NHI of exercising its purchase option.

8. NHI will require timely submission of an annual audit of MetroSouth, Guarantor financials and tax returns, financial and operational reporting requirements including, but not limited to, monthly financial statements of the operator, census mix/days, state surveys, rate information, etc. The reporting covenants shall be 120 days from year end for the audit, 45 days after the end of a quarter and 30 days from any month end. David Reis will be required to submit an annual personal financial statement (balance sheet only).
9. NHI will have performed acceptable due diligence on MetroSouth and its operations. Prior to inception and during the lease term, any change in operator shall be approved by NHI in its sole discretion and will be subject to NHI's further due diligence.
10. MetroSouth must carry industry standard insurance on the buildings and operations, including, but not limited to, replacement cost property insurance and business interruption insurance. In addition the facilities must carry industry standard general and professional liability policy, in amounts acceptable to NHI. NHI shall be named an additional named insured and the form and final amounts of insurance must be acceptable to NHI based upon review of the policies and any required endorsements.
11. MetroSouth must spend 1% of annual revenues on capital expenditures starting in year 2 and continuing through the lease. If required amounts are not spent on an annual basis, any shortfall will be escrowed with NHI and any overage shall be credited to the next year's requirement. MetroSouth will be reimbursed for any capital improvements made out of the escrow account upon submission of invoices and proof of payment.
12. So long as no defaults exist under the lease that remains uncured beyond the applicable cure period, NHI agrees to reimburse \$3,000,000 in approved capital expenditures spent from January 1, 2010 through March 31, 2011 by April 1, 2011 and further, NHI agrees to reimburse an additional \$3,000,000 in approved capital expenditures spent from January 1, 2011 through March 31, 2012 by April 1, 2012. Upon funding, the lease payment shall be increased by the amount funded times the then applicable lease rate. MetroSouth shall provide a detailed list of capital expenditures that would be reimbursable prior to closing which must be mutually agreed upon. Approved capital expenditures shall consist of those items spent on the building (i.e., roof, parking lot, substantial renovations or finishing out of unused leased space, mechanical equipment), revenue generating equipment, and patient room furnishings. Specifically excluded items will be any one item less than \$2,500, computers, software, artwork, executive office FFE, autos and audiovisual equipment (unless in patient rooms).



13. NHI will perform confirmatory due diligence which will partly be handled through outside consultants. This will include site visits, market studies, property inspections, review of audited financial statements and 2010 year to date financial statements and projections. Said 2010 financials shall be updated through the most recent month end prior to closing.
14. NHI will require a Phase 1 Environmental Report (and Phase 2 if necessary), As-Built survey, and acceptable title which will require that the property be transferred with a warranty deed and acceptable owners title policy. In addition, NHI may require an appraisal and a capital needs assessment.
15. NHI shall charge a due diligence fee of \$25,000, to the extent NHI chooses to not move forward, then this amount shall be refunded net of out of pocket expenses. NHI shall not incur any expense whatsoever in connection with this Commitment Letter, related due diligence, or lease transaction. MetroSouth shall pay all reasonable costs and expenses incurred in connection with the preparation for and the closing of the transaction, whether it closes or not, and proceedings to recover any sums due NHI in connection with this agreement, including without limitation, any broker or consulting fees, the commitment fee, travel cost, appraisal fees, environmental and other inspection fees, surveys, legal fees (including the fees of NHI's counsel), related taxes of any kind, all recording costs, all license and permit fees, all title insurance and other insurance premiums, all court costs and other litigation and/or arbitration expenses. The due diligence fee is non-refundable should MetroSouth decide to not move forward for any reason. At closing the due diligence fee shall be applied first to expenses and then to the commitment fee. NHI shall provide to company a closing statement of all costs incurred to close this transaction at closing.
16. Notwithstanding any provision in this non-binding Commitment Letter to the contrary, the provisions hereof are acknowledged and agreed by the parties hereto to be valid, binding and legally enforceable against the parties hereto in accordance with their terms, regardless of whether the transactions contemplated by this Commitment Letter close or not.

This non-binding Commitment Letter is valid through Monday, November 22, 2010.

NHI requires that MetroSouth and its officers, directors, counsel, employees, affiliates, or consultants ("Representatives"), treat this proposal, along with any terms of a possible transaction, as confidential along with any written or oral information (the "Confidential Material") that you or your Representatives receive. The Confidential Material may be disclosed to your Representatives, as needed, in connection with the transaction, all of whom shall be directed by you to treat the Confidential Material as confidential. In addition, you and your Representatives will not disclose to any person, either the fact that discussions or negotiations are taking place concerning a possible transaction with NHI, or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

2

MetroSouth
November 23, 2010
Page 5

Should you have any questions regarding this non-binding Commitment Letter, please do not hesitate to call. NHI looks forward to working with you on this transaction.

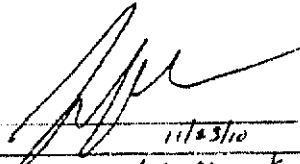
Sincerely,

NATIONAL HEALTH INVESTORS, INC.

Kristi Gaines

Kristin S. Gaines
Chief Credit Officer

Accepted by:


Date: 11/23/10
Print Name: Laurian Korte

Project Costs and Sources of Funds

Complete the following table listing all costs (refer to Part 1120.110) associated with the project. When a project or any component of a project is to be accomplished by lease, donation, gift, or other means, the fair market or dollar value (refer to Part 1130.140) of the component must be included in the estimated project cost. If the project contains non-reviewable components that are not related to the provision of health care, complete the second column of the table below. Note, the use and sources of funds must equal.

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs			
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts			
Modernization Contracts			
Contingencies			
Architectural/Engineering Fees			
Consulting and Other Fees			
Movable or Other Equipment (not in construction contracts)			
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment			
Other Costs To Be Capitalized			
Acquisition of Building or Other Property			\$17,000,000
TOTAL USES OF FUNDS			\$17,000,000
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities			
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			\$17,000,000
Leases (fair market value)			
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS			\$17,000,000
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT-7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Related Project Costs

Provide the following information, as applicable, with respect to any land related to the project that will be or has been acquired during the last two calendar years:

Land acquisition is related to project	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Purchase Price:	\$ <u>17,000,000</u> (including buildings on site)	
Fair Market Value:	\$ <u>17,000,000</u>	
The project involves the establishment of a new facility or a new category of service <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, provide the dollar amount of all non-capitalized operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100. Estimated start-up costs and operating deficit cost is \$ <u>not applicable</u>		

Project Status and Completion Schedules

Indicate the stage of the project's architectural drawings: <input checked="" type="checkbox"/> None or not applicable <input type="checkbox"/> Preliminary <input type="checkbox"/> Schematics <input type="checkbox"/> Final Working
Anticipated project completion date (refer to Part 1130.140): _____
Indicate the following with respect to project expenditures or to obligation (refer to Part 1130.140): <input type="checkbox"/> Purchase orders, leases or contracts pertaining to the project have been executed. <input type="checkbox"/> Project obligation is contingent upon permit issuance. Provide a copy of the contingent "certification of obligation" document, highlighting any language related to CON Contingencies <input checked="" type="checkbox"/> Project obligation will occur after permit issuance.
APPEND DOCUMENTATION AS ATTACHMENT-8; IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

State Agency Submittals

Are the following submittals up to date as applicable: <input checked="" type="checkbox"/> Cancer Registry <input checked="" type="checkbox"/> APORS <input checked="" type="checkbox"/> All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted <input checked="" type="checkbox"/> All reports regarding outstanding permits Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.

Cost Space Requirements not applicable

Provide in the following format, the department/area **DGSF** or the building/area **BGSF** and cost. The type of gross square footage either **DGSF** or **BGSF** must be identified. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the department's or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL							

APPEND DOCUMENTATION AS **ATTACHMENT-9**, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Facility Bed Capacity and Utilization

Complete the following chart, as applicable. Complete a separate chart for each facility that is a part of the project and insert following this page. Provide the existing bed capacity and utilization data for the latest **Calendar Year for which the data are available**. Include **observation days in the patient day totals for each bed service**. Any bed capacity discrepancy from the Inventory will result in the application being deemed **incomplete**.

FACILITY NAME: MetroSouth Medical Center		CITY: Blue Island			
REPORTING PERIOD DATES: From: January 1, 2009 to: December 31, 2009					
Category of Service	Authorized Beds	Admissions	Patient Days	Bed Changes	Proposed Beds
Medical/Surgical	319	7,639	32,699	None	319
Obstetrics	30	1,758	4,687	None	30
Pediatrics*	6	67	154	None	6
Intensive Care	29	1,622	5,303	None	29
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
General Long Term Care					
Specialized Long Term Care					
Long Term Acute Care					
Other ((identify))					
TOTALS:	383	10,597	42,843	None	383

*The pediatrics category of service was discontinued on march 2, 2010 by CON Permit 09-064.

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

- o in the case of a corporation, any two of its officers or members of its Board of Directors;
- o in the case of a limited liability company, any two of its managers or members (or the sole manger or member when two or more managers or members do not exist);
- o in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of NHI-REIT of Illinois, LP in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this _____ day of _____

Signature of Notary

Seal

*Insert EXACT legal name of the applicant

Kristin S. Gaines
SIGNATURE

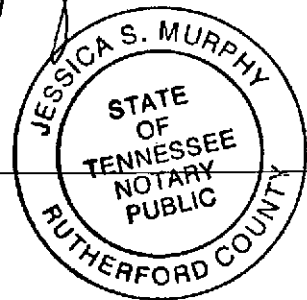
Kristin S Gaines
PRINTED NAME

Secretary
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 10th day of December, 2010

Jessica S. Murphy
Signature of Notary

Seal



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This Application for Permit is filed on the behalf of **National Health Investors, Inc.*** in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.

SIGNATURE

Justin Hutchens

PRINTED NAME

President and Chief Operating Officer

PRINTED TITLE

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 9th day of 2010.

Notarization:
Subscribed and sworn to before me
this ____ day of _____

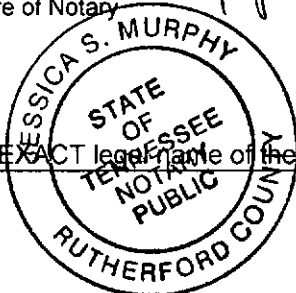
Signature of Notary

Signature of Notary

Seal

Seal

*Insert EXACT legal name of the applicant



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SIGNATURE

Kristin S. Gaines
SIGNATURE

PRINTED NAME

Kristin S. Gaines
PRINTED NAME

PRINTED TITLE

Chief Credit Officer
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this _____ day of _____

Notarization:
Subscribed and sworn to before me
this 10th day of December, 2010

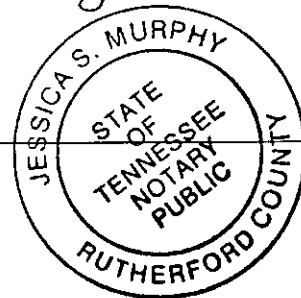
Signature of Notary

Jessica S. Murphy
Signature of Notary

Seal

Seal

*Insert EXACT legal name of the applicant



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- o in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of Harrison Hospital Realty, LLC * in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.

David Reis
SIGNATURE

DAVID REIS
PRINTED NAME

PRINTED TITLE

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 20th day of December, 2010

Teresa Bernardi
Signature of Notary

Seal **TERESA BERNARDI**
Notary Public, State of New York
No. 01BE9187450
Qualified in Westchester County
Commission Expires May 19, 2012

Notarization:
Subscribed and sworn to before me
this ____ day of _____

Signature of Notary

Seal

*Insert EXACT legal name of the applicant

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This Application for Permit is filed on the behalf of Harrison Hospital Holdings, LLC * in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.

[Signature]

SIGNATURE

DAVID REIS

PRINTED NAME

PRINTED TITLE

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 20th day of December, 2010

Notarization:
Subscribed and sworn to before me
this _____ day of _____

[Signature]

Signature of Notary

Seal **TERESA BERNARDI**
Notary Public, State of New York
No. 01BE6187450
Qualified in Westchester County
Commission Expires May 19, 2012

Signature of Notary

Seal

*Insert EXACT legal name of the applicant

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This Application for Permit is filed on the behalf of MSMC Investors, LLC * in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.

[Signature]
SIGNATURE

SIGNATURE

DAVID REIS
PRINTED NAME

PRINTED NAME

PRINTED TITLE

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 20th day of December, 2010

Notarization:
Subscribed and sworn to before me
this ____ day of _____

[Signature]
Signature of Notary

Signature of Notary

Seal
TERESA BERNARDI
Notary Public, State of New York
No. 018E6187450
Qualified in Westchester County
Commission Expires May 19, 2012

Seal

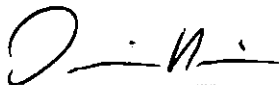
*Insert EXACT legal name of the applicant

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The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

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SIGNATURE

DAVID REIS

PRINTED NAME

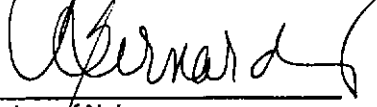
PRINTED TITLE

SIGNATURE

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PRINTED TITLE

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 this 20th day of December, 2010



Signature of Notary

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 Qualified in Westchester County
 Commission Expires May 19, 2012

Notarization:
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 this _____ day of _____

Signature of Notary

Seal

*Insert EXACT legal name of the applicant

SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS

This Section is applicable to all projects except those that are solely for discontinuation with no project costs.

Criterion 1110.230 – Background, Purpose of the Project, and Alternatives

READ THE REVIEW CRITERION and provide the following required information:

BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant during the three years prior to the filing of the application.
3. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
4. If, during a given calendar year, an applicant submits more than one application for permit, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest the information has been previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

APPEND DOCUMENTATION AS ATTACHMENT-11, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 11.

PURPOSE OF PROJECT

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.
2. Define the planning area or market area, or other, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed, as applicable and appropriate for the project. [See 1110.230(b) for examples of documentation.]
4. Cite the sources of the information provided as documentation.
5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.
6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals as appropriate.

For projects involving modernization, describe the conditions being upgraded if any. For facility projects, include statements of age and condition and regulatory citations if any. For equipment being replaced, include repair and maintenance records.

NOTE: Information regarding the "Purpose of the Project" will be included in the State Agency Report.

APPEND DOCUMENTATION AS ATTACHMENT-12, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-6) MUST BE IDENTIFIED IN ATTACHMENT 12.

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APPEND DOCUMENTATION AS ATTACHMENT-12, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-6) MUST BE IDENTIFIED IN ATTACHMENT 12.

ALTERNATIVES

- 1) Identify **ALL** of the alternatives to the proposed project:

Alternative options **must** include:

- A) Proposing a project of greater or lesser scope and cost;
 - B) Pursuing a joint venture or similar arrangement with one or more providers or entities to meet all or a portion of the project's intended purposes; developing alternative settings to meet all or a portion of the project's intended purposes;
 - C) Utilizing other health care resources that are available to serve all or a portion of the population proposed to be served by the project; and
 - D) Provide the reasons why the chosen alternative was selected.
- 2) Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of total costs, patient access, quality and financial benefits in both the short term (within one to three years after project completion) and long term. This may vary by project or situation. **FOR EVERY ALTERNATIVE IDENTIFIED THE TOTAL PROJECT COST AND THE REASONS WHY THE ALTERNATIVE WAS REJECTED MUST BE PROVIDED.**
- 3) The applicant shall provide empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

APPEND DOCUMENTATION AS ATTACHMENT-13, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION VI - MERGERS, CONSOLIDATIONS AND ACQUISITIONS/CHANGES OF OWNERSHIP

This Section is applicable to projects involving merger, consolidation or acquisition/change of ownership.

NOTE: For all projects involving a change of ownership THE TRANSACTION DOCUMENT must be submitted with the application for permit. The transaction document must be signed dated and contain the appropriate contingency language.

A. Criterion 1110.240(b), Impact Statement

Read the criterion and provide an impact statement that contains the following information:

1. Any change in the number of beds or services currently offered.
2. Who the operating entity will be.
3. The reason for the transaction.
4. Any anticipated additions or reductions in employees now and for the two years following completion of the transaction.
5. A cost-benefit analysis for the proposed transaction.

B. Criterion 1110.240(c), Access

Read the criterion and provide the following:

1. The current admission policies for the facilities involved in the proposed transaction.
2. The proposed admission policies for the facilities.
3. A letter from the CEO certifying that the admission policies of the facilities involved will not become more restrictive.

C. Criterion 1110.240(d), Health Care System

Read the criterion and address the following:

1. Explain what the impact of the proposed transaction will be on the other area providers.
2. List all of the facilities within the applicant's health care system and provide the following for each facility.
 - a. the location (town and street address);
 - b. the number of beds;
 - c. a list of services; and
 - d. the utilization figures for each of those services for the last 12 month period.
3. Provide copies of all present and proposed referral agreements for the facilities involved in this transaction.
4. Provide time and distance information for the proposed referrals within the system.
5. Explain the organization policy regarding the use of the care system providers over area providers.
6. Explain how duplication of services within the care system will be resolved.
7. Indicate what services the proposed project will make available to the community that are not now available.

APPEND DOCUMENTATION AS ATTACHMENT-19, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

The following Sections **DO NOT** need to be addressed by the applicants or co-applicants responsible for funding or guaranteeing the funding of the project if the applicant has a bond rating of A- or better from Fitch's or Standard and Poor's rating agencies, or A3 or better from Moody's (the rating shall be affirmed within the latest 18 month period prior to the submittal of the application):

- Section 1120.120 Availability of Funds – Review Criteria
- Section 1120.130 Financial Viability – Review Criteria
- Section 1120.140 Economic Feasibility – Review Criteria, subsection (a)

VIII. - 1120.120 - Availability of Funds

The applicant shall document that financial resources shall be available and be equal to or exceed the estimated total project cost plus any related project costs by providing evidence of sufficient financial resources from the following sources, as applicable: Indicate the dollar amount to be provided from the following sources:

	a)	Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:
	1)	the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and
	2)	interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion;
	b)	Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.
	c)	Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
\$17,000,000	d)	Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including:
	1)	For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated;
	2)	For revenue bonds, proof of the feasibility of securing the specified amount and interest rate;
	3)	For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.;
	4)	For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment;
	5)	For any option to lease, a copy of the option, including all terms and conditions.
	e)	Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent;
	f)	Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
	g)	All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
\$17,000,000	TOTAL FUNDS AVAILABLE	

APPEND DOCUMENTATION AS ATTACHMENT 39, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

IX. 1120.130 - Financial Viability

All the applicants and co-applicants shall be identified, specifying their roles in the project funding or guaranteeing the funding (sole responsibility or shared) and percentage of participation in that funding.

Financial Viability Waiver

The applicant is not required to submit financial viability ratios if:

1. All of the projects capital expenditures are completely funded through internal sources
2. The applicant's current debt financing or projected debt financing is insured or anticipated to be insured by MBIA (Municipal Bond Insurance Association Inc.) or equivalent
3. The applicant provides a third party surety bond or performance bond letter of credit from an A rated guarantor.

See Section 1120.130 Financial Waiver for information to be provided

APPEND DOCUMENTATION AS ATTACHMENT-40, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

The applicant or co-applicant that is responsible for funding or guaranteeing funding of the project shall provide viability ratios for the latest three years for which audited financial statements are available and for the first full fiscal year at target utilization, but no more than two years following project completion. When the applicant's facility does not have facility specific financial statements and the facility is a member of a health care system that has combined or consolidated financial statements, the system's viability ratios shall be provided. If the health care system includes one or more hospitals, the system's viability ratios shall be evaluated for conformance with the applicable hospital standards.

Provide Data for Projects Classified as:	Category A or Category B. (last three years)			Category B (Projected)*
	2007	2008	2009	
Enter Historical and/or Projected Years:				
Current Ratio	3.8	7.1	4.3	
Net Margin Percentage	115%	91%	100%	
Percent Debt to Total Capitalization	.02	.01	0	
Projected Debt Service Coverage	n/a	n/a	n/a	
Days Cash on Hand	5,278	9,786	5,455	
Cushion Ratio	n/a	n/a	n/a	

Provide the methodology and worksheets utilized in determining the ratios detailing the calculation and applicable line item amounts from the financial statements. Complete a separate table for each co-applicant and provide worksheets for each.

2. Variance

Applicants not in compliance with any of the viability ratios shall document that another organization, public or private, shall assume the legal responsibility to meet the debt obligations should the applicant default.

APPEND DOCUMENTATION AS ATTACHMENT 41, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

*Please see letter on following page



December 21, 2010

Illinois Health Facilities Planning Board
525 West Jefferson
Springfield, IL 62761

Re: MetroSouth Medical Center, Blue Island, IL

To whom it may concern:

National Health Investors, Inc. ("NHI") has provided historical financial statements along with the related financial ratios as required by the Illinois' Certificate of Need program. Estimated ratios based on performance in past years have also been provided for the years ended December 31, 2010 and 2011.

NHI is a publicly-traded company, and as such, the providing of pro forma statements is viewed by management as being inappropriate. Rather, and as noted above, estimated ratios are being provided. Forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements of the Company or industry to be materially different from projections.

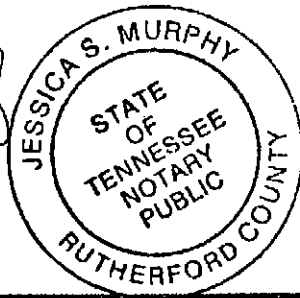
The requested forward-looking statements could be subject to misinterpretation by individuals having an interest in the Company, and subject the company to financial risk.

Sincerely,

Roger H. Hopkins
Chief Accounting Officer

Notarization:

Subscribed and sworn to before me
This 20th day of December, 2010

Signature of Notary

Seal

X. 1120.140 - Economic Feasibility

This section is applicable to all projects subject to Part 1120.

A. Reasonableness of Financing Arrangements

The applicant shall document the reasonableness of financing arrangements by submitting a notarized statement signed by an authorized representative that attests to one of the following:

- 1) That the total estimated project costs and related costs will be funded in total with cash and equivalents, including investment securities, unrestricted funds, received pledge receipts and funded depreciation; or
- 2) That the total estimated project costs and related costs will be funded in total or in part by borrowing because:
 - A) A portion or all of the cash and equivalents must be retained in the balance sheet asset accounts in order to maintain a current ratio of at least 2.0 times for hospitals and 1.5 times for all other facilities; or
 - B) Borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

B. Conditions of Debt Financing

This criterion is applicable only to projects that involve debt financing. The applicant shall document that the conditions of debt financing are reasonable by submitting a notarized statement signed by an authorized representative that attests to the following, as applicable:

- 1) That the selected form of debt financing for the project will be at the lowest net cost available;
- 2) That the selected form of debt financing will not be at the lowest net cost available, but is more advantageous due to such terms as prepayment privileges, no required mortgage, access to additional indebtedness, term (years), financing costs and other factors;
- 3) That the project involves (in total or in part) the leasing of equipment or facilities and that the expenses incurred with leasing a facility or equipment are less costly than constructing a new facility or purchasing new equipment.

C. Reasonableness of Project and Related Costs

Read the criterion and provide the following:

1. Identify each department or area impacted by the proposed project and provide a cost and square footage allocation for new construction and/or modernization using the following format (insert after this page).

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
Contingency									
TOTALS									

* Include the percentage (%) of space for circulation

D. Projected Operating Costs

The applicant shall provide the projected direct annual operating costs (in current dollars per equivalent patient day or unit of service) for the first full fiscal year at target utilization but no more than two years following project completion. Direct cost means the fully allocated costs of salaries, benefits and supplies for the service.

E. Total Effect of the Project on Capital Costs

The applicant shall provide the total projected annual capital costs (in current dollars per equivalent patient day) for the first full fiscal year at target utilization but no more than two years following project completion.

APPEND DOCUMENTATION AS ATTACHMENT -42, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

XI. Safety Net Impact Statement

not applicable

SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for ALL SUBSTANTIVE AND DISCONTINUATION PROJECTS:

1. The project's material impact, if any, on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge.
2. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.
3. How the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant.

Safety Net Impact Statements shall also include all of the following:

1. For the 3 fiscal years prior to the application, a certification describing the amount of charity care provided by the applicant. The amount calculated by hospital applicants shall be in accordance with the reporting requirements for charity care reporting in the Illinois Community Benefits Act. Non-hospital applicants shall report charity care, at cost, in accordance with an appropriate methodology specified by the Board.
2. For the 3 fiscal years prior to the application, a certification of the amount of care provided to Medicaid patients. Hospital and non-hospital applicants shall provide Medicaid information in a manner consistent with the information reported each year to the Illinois Department of Public Health regarding "Inpatients and Outpatients Served by Payor Source" and "Inpatient and Outpatient Net Revenue by Payor Source" as required by the Board under Section 13 of this Act and published in the Annual Hospital Profile.
3. Any information the applicant believes is directly relevant to safety net services, including information regarding teaching, research, and any other service.

A table in the following format must be provided as part of Attachment 43.

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			
Charity (cost in dollars)	Year	Year	Year
Inpatient			
Outpatient			
Total			
MEDICAID			
Medicaid (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			
Medicaid (revenue)	Year	Year	Year
Inpatient			
Outpatient			
Total			

APPEND DOCUMENTATION AS ATTACHMENT-43, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

XII. Charity Care Information

Charity Care information **MUST** be furnished for **ALL** projects.

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three **audited** fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.
2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.
3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer. (20 ILCS 3960/3) Charity Care **must** be provided at cost.

A table in the following format must be provided for all facilities as part of Attachment 44.

MetroSouth Medical Center

CHARITY CARE			
	2008*	2009	
Net Patient Revenue	\$165,208,867	\$152,216,354	
Amount of Charity Care (charges)	\$4,457,376	\$10,578,202	
Cost of Charity Care	\$3,919,502	\$3,195,674	

*August-December

APPEND DOCUMENTATION AS ATTACHMENT-44, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

MSMC INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON MAY 27, 2008, AND HAVING ADOPTED THE ASSUMED NAME OF METROSOUTH MEDICAL CENTER ON MAY 28, 2008, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 19TH day of OCTOBER A.D. 2010 .

Jesse White

SECRETARY OF STATE ATTACHMENT 1

Authentication #: 1029201372

Authenticate at: <http://www.cyberdriveillinois.com>



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

HARRISON HOSPITAL HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON MAY 27, 2008, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 1033402866

Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 30TH day of NOVEMBER A.D. 2010 .

Jesse White

SECRETARY OF STATE

ATTACHMENT 1

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "HARRISON HOSPITAL REALTY, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTH DAY OF DECEMBER, A.D. 2010.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

4543371 8300

101161775

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8408630

DATE: ATTACHMENT 1



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

MSMC REALTY, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON MAY 27, 2008, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 1033402790

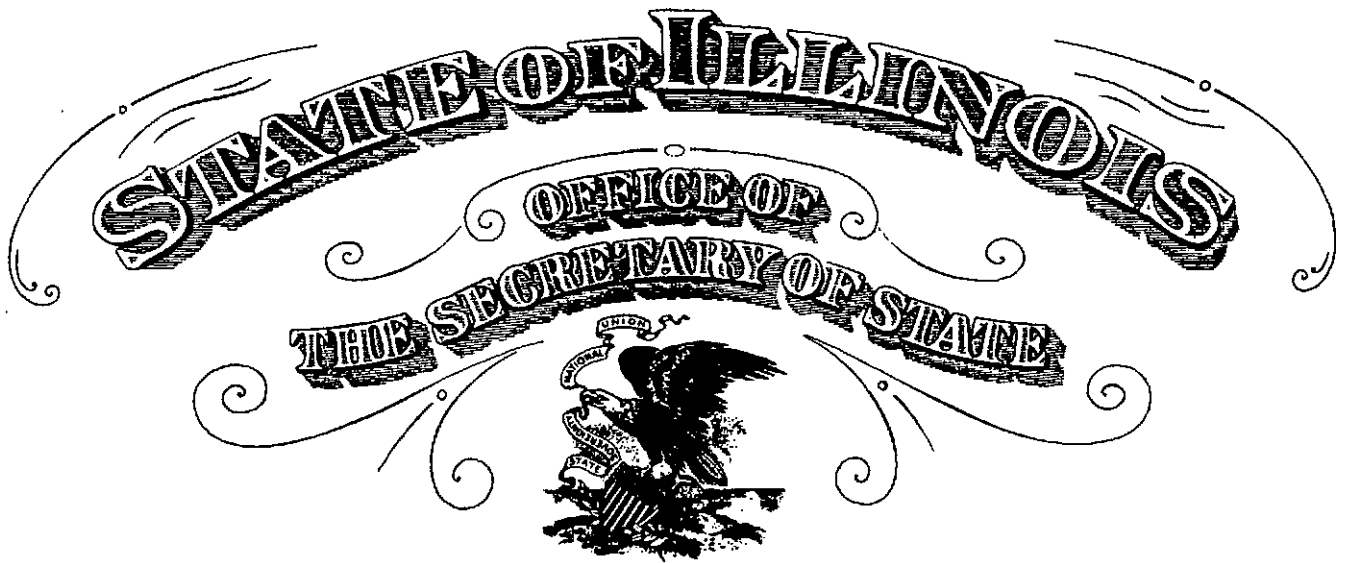
Authenticate at: <http://www.cyberdrivellinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 30TH day of NOVEMBER A.D. 2010 .

Jesse White

SECRETARY OF STATE

ATTACHMENT 1



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

NHI/REIT, INC., INCORPORATED IN MARYLAND AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON NOVEMBER 08, 2000, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 9TH day of DECEMBER A.D. 2010 .



Jesse White

SECRETARY OF STATE ATTACHMENT 1

Authentication #: 1034301686

Authenticate at: <http://www.cyberdriveillinois.com>



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

NHI-REIT OF ILLINOIS, L.P, HAVING REGISTERED IN THE STATE OF ILLINOIS ON NOVEMBER 08, 2000, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE UNIFORM LIMITED PARTNERSHIP ACT (2001) OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LP/LLP IN THE STATE OF ILLINOIS, HAVING FULFILLED ALL REQUIREMENTS OF SAID ACT WITH REGARD TO PAYMENT OF FEES, THE FILING OF ANNUAL REPORTS (IF APPLICABLE) AND NEITHER HAVING BEEN ADMINISTRATIVELY DISSOLVED BY THE SECRETARY OF STATE NOR HAVING VOLUNTARILY FILED A STATEMENT OF TERMINATION.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 9TH day of DECEMBER A.D. 2010 .*



Jesse White

ATTACHMENT 1
SECRETARY OF STATE

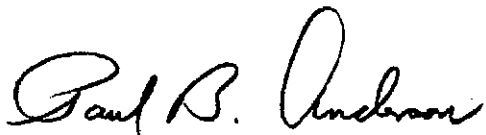
Authentication #: 1034301696
Authenticate at: <http://www.cyberdriveillinois.com>

STATE OF MARYLAND
Department of Assessments and Taxation

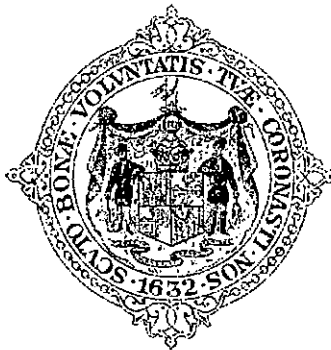
I, PAUL B. ANDERSON OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT NATIONAL HEALTH INVESTORS, INC., INCORPORATED JULY 24, 1991, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS DECEMBER 10, 2010.



Paul B. Anderson
Charter Division



301 West Preston Street, Baltimore, Maryland 21201
Telephone Balto. Metro (410) 767-1340 / Outside Balto. Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice
Fax (410) 333-7097

ATTACHMENT 1

R6802873

IDENTIFICATION OF INVESTORS*
IN APPLICANT ENTITIES

Applicant: MSMC Investors, LLC
Harrison Hospital Holdings, LLC (1)

Applicant: Harrison Hospital Holdings, LLC
Transition Healthcare Company, LLC (2)
Sovereign Holdings, LLC (1)
3 Man Group MSMC, LLC (3)

Applicant: Harrison Hospital Realty, LLC
Sovereign Holdings, LLC (1)
Transition Healthcare Company, LLC (2)
3 Man Group MSMC, LLC (3)
Falcons Associates, LLC (1)

Applicant: MSMC Realty, LLC
Harrison Hospital Holdings, LLC (1)

Applicant: NHI-REIT of Illinois, LP
National Health Investors, Inc. (4)

- (1) c/o Senior Care Development 500 Mamaroneck Avenue Suite 406 Harrison, NY 10528
- (2) 12935 South Gregory Street Blue Island, IL 60406
- (3) c/o Robert Hartman 6633 N. Lincoln Avenue Lincolnwood, IL 60712
- (4) 222 Robert Rose Drive Murfreesboro, TN 37129

* having a 5%+ ownership interest



EVIDENCE OF PROPERTY INSURANCE

OP ID: EC

DATE (MM/DD/YYYY)
12/03/2010

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Wine Sergi & Co, LLC 225 Smith Road St. Charles, IL 60174 William A. Stankevitz		PHONE (A/C, No, Ext): 630-513-6600	COMPANY CNA Insurance Co Commercial Acct. Services P. O. Box 16020 Redding, PA 19612-6020	
FAX (A/C, No): 630-513-6399	E-MAIL ADDRESS:			
CODE: 013421	SUB CODE:			
AGENCY CUSTOMER ID #: METSO01		LOAN NUMBER		POLICY NUMBER RMP4025816674
INSURED MetroSouth Medical Center 12935 South Gregory St Blue Island, IL 60406-2428		EFFECTIVE DATE 07/30/10	EXPIRATION DATE 07/30/11	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION 12395 South Gregory St Blue Island, IL 60406-2428	Hospital
------------------------------------------------------------------------------	----------

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
BLANKET BPP, BLDG, BI	416434735	25,000

REMARKS (Including Special Conditions)

--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS Capital Source Bank 4445 Willard Ave, 12th Floor Chevy Chase, MD 20815	<input type="checkbox"/> MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE 	

210

ATTACHMENT 2

NOTES:

INSURED'S NAME

PAGE 2

OP ID: EC

DATE 12/3/2010

Schedule of covered locations:

- 12935 South Gregory Street, Blue Island, IL, 60406 -hospital
- 12935 South Gregory Street, Blue Island, IL, 60406 -boiler house
- 2250 W. Union St., Blue Island, IL, 60406
- 2254 W. Union St., Blue Island, IL, 60406
- 12850-56 Irving St., Blue Island, IL, 60406
- 12834 Irving St., Blue Island, IL, 60406
- 12909 Irving Ave., Blue Island, IL, 60406
- 2310 York Street, Blue Island, IL, 60406
- 12935 South Gregory Street, Blue Island, IL, 60406 -Hospice/Homecare
- 1701 W. Monterey Avenue, Chicago, IL, 60643
- 12246 S. Pulaski Road, Alsip, IL, 60803
- 401 E. 162nd Street, South Holland, IL, 60473
- 4800 W. 129 Street, Alsip, IL, 60803
- 5517 South Michigan Avenue, Chicago, IL, 60615
- 14229 Chicago Rd., Dolton, IL, 60419

ATTACHMENT 2

41

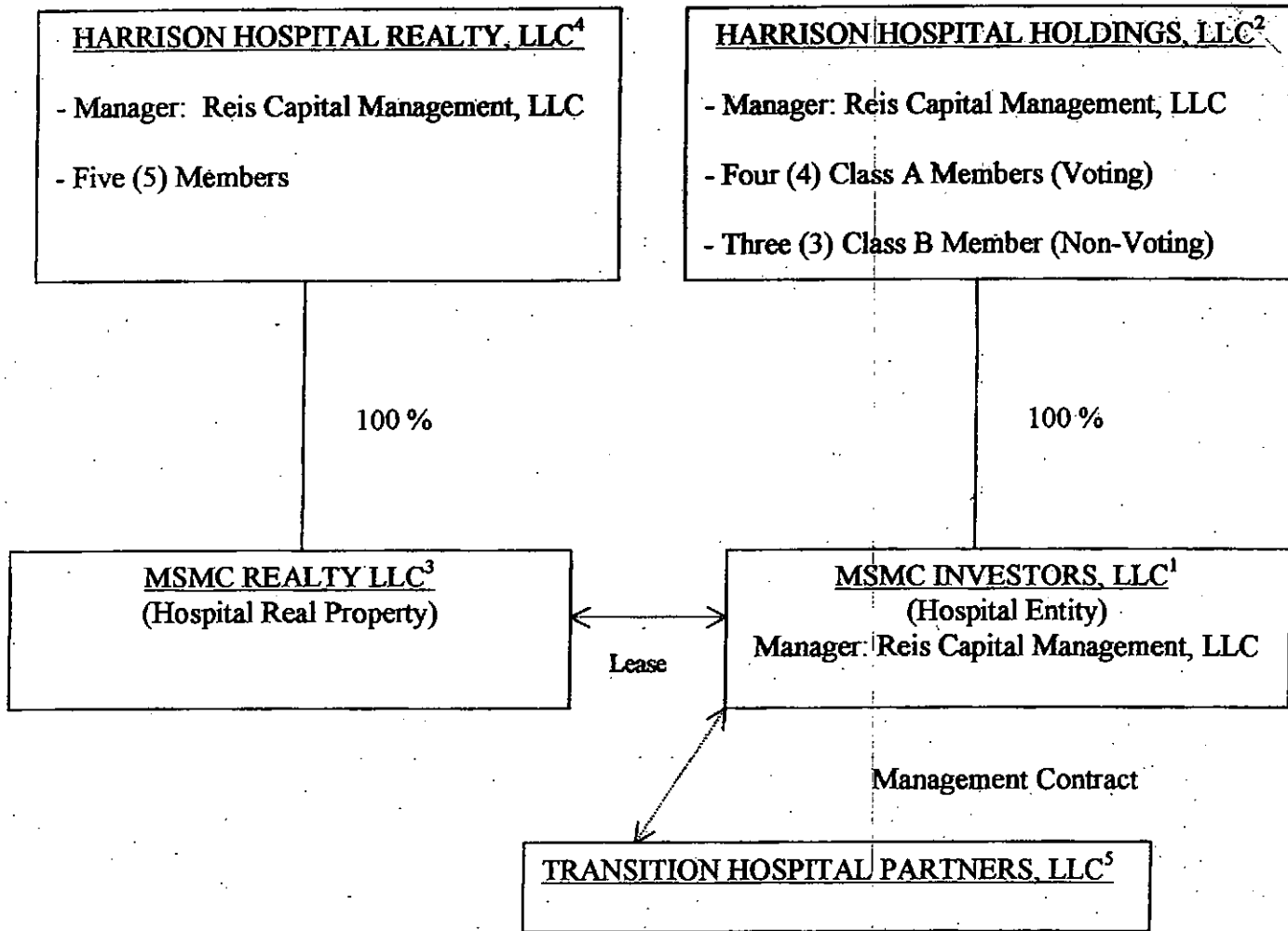
ORGANIZATIONAL RELATIONSHIPS
and
IDENTIFICATION OF PARTNERS

Attached are two organizational charts. The first organizational chart is the chart included in the 2008 CON application addressing the hospital's acquisition by MSMC Investors, LLC and related entities, which identifies a separation between the operating and real estate aspects of the hospital. This chart is followed by a note, describing the relationships between the entities at the time of the 2008 acquisition. Those relationships are still in place, and there will be no changes related to the hospital's operating entity.

The second organizational chart addresses the entities that are proposing to acquire the hospital's real estate and equipment. One of those entities, NHI-REIT of Illinois, L.P. is organized as a partnership. The sole general partner (1%) of NHI-REIT of Illinois, L.P. is NHI/REIT, Inc., which is organized in Maryland, and operates from 222 Robert Rose Drive, Murfreesboro, TN 37129. The sole limited partner (99%) of NHI-REIT of Illinois, L.P. is National Health Investors, Inc., which is incorporated in Maryland, and operates from 222 Robert Rose Drive, Murfreesboro, TN 37129. The limited partner, by virtue of its "control" over NHI-REIT of Illinois, L.P. has been named individually as an applicant, and a Certificate of Good Standing has been provided.

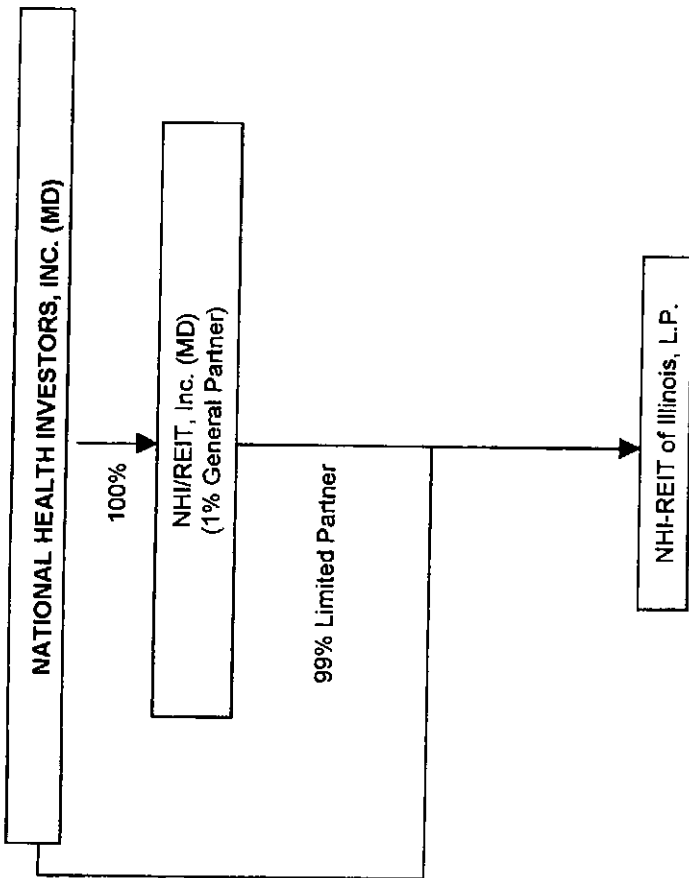
NHI, Inc. is a national, publicly-traded real estate investment trust that concentrates on first mortgage and sale-leaseback transactions in the health care sector. It was established in 1991. NHI is currently engaged in financing transactions with approximately 90 health care facilities across the United States in the long-term and acute care provider markets.

ORGANIZATIONAL CHART



NOTES TO ORGANIZATIONAL CHART

1. MSMC Investors, LLC (MSMC Investors) will be the hospital operating entity and license holder. MSMC Investors is a manager-managed LLC. Reis Capital Management, LLC (RCM) is the Manager. In this role, RCM has broad powers and authority. With the exception of certain enumerated decisions, RCM has unilateral authority to operate MSMC Investors. MSMC Investors is 100% owned by Harrison Hospital Holdings, LLC (HHH, LLC), which is the sole Member. Based on the foregoing, HHH and RCM are co-applicants. There is no debt being assumed by MSMC Investors or any other related party in order to effectuate the change of ownership transaction.
2. HHH is a manager-managed LLC. Reis Capital Management, LLC (RCM) is the Manager. In this role, RCM has broad powers and authority. With the exception of certain decisions, RCM has unilateral authority to operate HHH. There are 4 Class A Members of HHH, none of which controls HHH. There are 3 non-voting Class B Members, none of which controls HHH. No Class A or Class B Member: (a) owns 50% or more of HHH, (b) holds 50% or more of the voting securities or other voting rights of HHH, (c) has the unilateral right to amend HHH's governance documents or appoint a governing body for HHH, (d) has the unilateral power to require or approve the use of funds or assets of HHH, or (e) has unilateral control over HHH governance or operational decision-making.
3. MSMC Realty, LLC (MSMC Realty) will hold the hospital real property, and will lease this real property to MSMC Investors. MSMC Realty will not possess any control over MSMC Investors; it will have no involvement in hospital operations or the provision of care through the hospital or MSMC Investors, will hold no voting securities of MSMC Investors, and will exert no operational or governance control over MSMC Investors.
4. Harrison Hospital Realty, LLC owns 100% of MSMC Realty.
5. Transition Hospital Partners, LLC (Transition Hospital) will enter into a management contract with MSMC Investors. Transition Hospital Partners will not possess any control over MSMC Investors.



IDENTIFICATION OF PROJECT COSTS

The costs associated with the proposed project are limited to the acquisition cost (\$17,000,000) identified in Section I of the application, and detailed in the accompanying agreement between the buyer and the seller.



State of Illinois 1989100

Department of Public Health

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

DAMON J. ARNOLD, M.D.
DIRECTOR

Issued under the authority of
The State of Illinois
Department of Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
07/29/11	BGBD	0005546
FULL LICENSE GENERAL HOSPITAL EFFECTIVE: 07/30/10		

BUSINESS ADDRESS

MSMC INVESTORS, LLC
D/B/A METRO SOUTH MEDICAL CENTER
12935 S. GREGORY STREET

BLUE ISLAND IL 60406

The face of this license has a colored background. Printed by Authority of the State of Illinois • 4/67 •



October 29, 2009

Joint Commission ID:# 7249

CCN: 140118

Program: Hospital

Accreditation Expiration Date: November 20, 2012

Enrique Beckmann
Chief Medical Officer
MetroSouth Medical Center
12935 South Gregory Street
Blue Island, Illinois 60406

Dear Dr. Beckmann:

This letter confirms that your August 17-19, 2009 unannounced full resurvey was conducted for the purposes of assessing compliance with the Medicare conditions for hospitals through The Joint Commission's deemed status survey process. Based upon the submission of your evidence of standards compliance on October 22, 2009, the area of deficiency listed below has been removed. The Joint Commission is granting your organization an accreditation decision of accredited with an effective date of August 20, 2009.

The Joint Commission is also recommending your organization for Medicare certification. Please note that the Centers for Medicare and Medicaid Services (CMS) Regional Office (RO) makes the final determination regarding your Medicare participation and the effective date of participation in accordance with the regulations at 42 CFR 489.13.

482.23(c)/Medication Management
482.23(b)/Provision of Care, Treatment and Services
482.24(c)/Record or Care, Treatment and Services
482.41(a)/Environment of Care

We congratulate you on your effective resolution of these standard-level deficiencies.

This recommendation also applies to the following location(s):

MetroSouth Medical Center 12935 South Gregory Street, Blue Island, IL, 60406
MetroSouth Health Center at Blue Island 2310 York Street Suite 4A, Blue Island, IL, 60406
MetroSouth Health Center at Monterey 1701 W Monterey Avenue Suite #4, Chicago, IL, 60643

We direct your attention to some important Joint Commission policies. First, your Medicare report is publicly accessible as required by the Joint Commission's agreement with the Centers for Medicare and Medicaid Services. Second, Joint Commission policy requires that you inform us of any changes in the name or ownership of your organization, or health care services you provide.

Sincerely,

Ann Scott Blouin, RN, Ph.D.
Executive Vice President
Accreditation and Certification Operations

cc: CMS/Central Office/Survey & Certification Group/Division of Acute Care Services
CMS/Regional Office V/Survey and Certification Staff

www.jointcommission.org

Headquarters
One Renaissance Boulevard
Oakbrook Terrace, IL 60181
630 792 5000 ext

ATTACHMENT 11



October 29, 2010

Barbara Coutain
Joint Commission LAB Survey Coordinator
MetroSouth Medical Center (# 7249)
12935 South Gregory Street
Blue Island IL 60406

Dear Ms. Coutain:

Congratulations on achieving Accredited status as a result of your Joint Commission Laboratory survey!

Enclosed you will find:

17. The Joint Commission's CLIA recognition certificates for your organization's moderate/high complexity services.
18. The Joint Commission Publicity Kit to assist your marketing efforts.

You should receive your complimentary accreditation certificate within 4-6 weeks. Additional certificates are available for purchase. Please submit the sample/order request form available on your organization's Joint Commission Connect extranet site; samples utilizing names and locations as recorded in the electronic application (EApp) will be promptly emailed or faxed for your review.

Please contact me with any questions regarding your certificate. Be sure to include your organization's ID#, the organization name-city-state, and the intended contact information (contact name, phone number, email address) in any communications sent to our direct fax (630-792-4004) or email address (certificates@jointcommission.org).

Thank you!

Jean Sponzilli

Jean Sponzilli
Certificate Coordinator
ACO/Management Support Unit
The Joint Commission
Phone (630) 792-5862
FAX (630) 792-4862
jsponzilli@jointcommission.org

Dear Colleague:

Congratulations to you and your staff on achieving accreditation from The Joint Commission. Receiving the Joint Commission's Gold Seal of Approval™ for health care quality and safety says to your patients, staff and community that you are committed to providing the best care.

To help you publicize your organization's achievement, The Joint Commission provides an online publicity kit. The kit is available at www.jointcommission.org. Select "Accreditation Programs," then click on "Online Publicity Kit" under the Quick Links section.

The online publicity kit includes:

- Suggestions and guidelines for publicizing your accreditation
- Tips for communicating your survey results
- Background on The Joint Commission's Quality Reports
- Guidelines for publicizing compliance with the National Patient Safety Goals
- Guidelines for publicizing Hospital National Quality Improvement Goals
- Guidelines for using the Gold Seal of Approval™
- Downloadable images of the Gold Seal of Approval™
- Frequently Asked Questions
- Sample news releases
- Fact sheets on Joint Commission accreditation, the benefits of accreditation, and The Joint Commission's Public Information Policy

In addition, we have enclosed two Gold Seal of Approval™ decals, and information on the Speak Up™ campaign.

If you have questions or comments about promoting your accreditation, please contact Denise Tucker in The Joint Commission's Department of Communications at (630) 792-5633, fax to (630) 792-4633, or e-mail dtucker@jointcommission.org.

Sincerely,



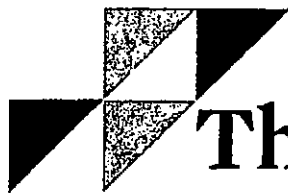
Cathy Barry-Ipema
Chief Communications Officer

MetroSouth Medical Center
Blue Island, IL

Laboratory CLIA # 14D0418357

Valid for two years from August 14, 2010

has been surveyed and accredited by



The Joint Commission

Mark Chassin

Mark Chassin, M.D.
President

Organization ID#: 7249
Print/Reprint Date 10/28/10

Ann Scott Blouin RN, PhD

Ann Scott Blouin, R.N., Ph.D.
Executive Vice President
Accreditation and Certification Operations

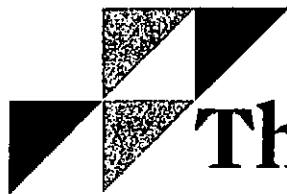
ATTACHMENT 11

MetroSouth Medical Center
Blue Island, IL

Laboratory CLIA # 14D0682878

Valid for two years from August 14, 2010

has been surveyed and accredited by



The Joint Commission

Mark Chassin

Mark Chassin, M.D.
President

Organization ID#: 7249
Print/Reprint Date 10/28/10

Ann Scott Blouin RN, PhD

Ann Scott Blouin, R.N., Ph.D.
Executive Vice President
Accreditation and Certification Operations

ATTACHMENTS 11



December 9, 2010

Illinois Health Facilities and Services Review Board
Springfield, IL

To Whom It May Concern:

In accordance with Review Criterion 1110.230.b, Background of the Applicant, we are submitting this letter assuring the Illinois Health Facilities and Services Review Board that:

1. Neither National Health Investors, Inc. nor any affiliated entity has had any adverse actions against any Illinois facility owned and operated by National Health Investors, Inc or a related entity during the three (3) year period prior to the filing of this application, and
2. National Health Investors, Inc. authorizes the State Board and Agency access to information to related to itself and related entities to verify documentation or information submitted in response to the requirements of Review Criterion 1110.230.b or to obtain any documentation or information which the State Board or Agency finds pertinent to this application.

If we can in any way provide assistance to your staff regarding these assurances or any other issue relative to this application, please do not hesitate to call me.

Sincerely,

Justin Hutchens
President

ATTACHMENT 11



FALCON INVESTORS
LLC

December 9, 2010

Illinois Health Facilities
and Services Review Board
Springfield, IL

To Whom It May Concern:

In accordance with Review Criterion 1110.230.b, Background of the Applicant, we are submitting this letter assuring the Illinois Health Facilities and Services Review Board that:

1. Neither MSMC Investors, LLC nor any affiliated entity has had any adverse actions against any Illinois facility owned and operated by MSMC Investors, LLC or a related entity during the three (3) year period prior to the filing of this application, and
2. MSMC Investors, LLC authorizes the State Board and Agency access to information related to itself and related entities to verify documentation or information submitted in response to the requirements of Review Criterion 1110.230.b or to obtain any documentation or information which the State Board or Agency finds pertinent to this application.

If we can in any way provide assistance to your staff regarding these assurances or any other issue relative to this application, please do not hesitate to call me.

Sincerely,

David Reis
Managing Partner

ATTACHMENT 11

PURPOSE

The proposed project is of a very narrow scope, addressing the technical change of ownership of MetroSouth Medical Center's real estate and improvements only, through a sale-leaseback financing vehicle. The key terms of the transaction are summarized above in the Narrative Description, and the financing documents (Purchase and Sale Agreement and Lease) have been included with the Application. As indicated in the Narrative Description, the IHFSRB normally does not review hospital financing transactions, despite the fact that they occur with great regularity in Illinois and across the country. Because this particular financing has been structured as a sale-leaseback, the applicants determined it was most appropriate to bring before the IHFSRB as a technical change of ownership.

No changes will be made in the types of services provided by MSMC or the patient population served by MSMC, nor will the acquirer of the real estate have any direct or indirect control over hospital operations or governance. In addition, and as noted in ATTACHMENT 19, the service area/market area will not be impacted by the proposed limited scope change of ownership.

Rather, the primary purpose of the project is to infuse capital into the medical center, which will be used for a variety of operations-related uses including ongoing

equipment acquisition and replacement, a reduction in accounts payables, the funding of direct patient care and community programs, and charity care and patient discounts.

The success in meeting the purpose and goals of the project will be measurable through increased capital to address operations-related needs.

ALTERNATIVES

The proposed project is a financing transaction designed to afford MetroSouth Medical center and its hospital operators enhanced access to capital, to be used to support the medical center's operations, and to make significant capital expenditures at the hospital. The manner in which capital is being accessed, and as discussed in the commitment letter and agreement, addresses the purpose of the project in the least costly manner available to MSMC, consistent with the provisions of review criterion 1110.230.c), while allowing the applicants to remain consistent with reasonable financial parameters.

As indicated elsewhere in this Application, the IHFSRB does not ordinarily review and approve hospital financings. In this case, however, the sale leaseback financing structure appears to constitute a technical hospital change of ownership under IHFSRB rules, and therefore the applicants believe it appropriate to presents the financing in the IHFSRB for review and approval.

Because of the limited nature of the proposed project—even when compared to other changes of ownership proposed to the IHFSRB in recent years—typical alternatives, such as joint ventures, projects of an expanded or reduced scope, or the use of other area providers, with the exception of “doing nothing” are not available to the

applicants. "Doing noting" has been determined not to be the best alternative, as it obviously would not allow for the enhanced access to capital that is described throughout this application. The precise form and terms of the proposed financing were evaluated and negotiated at length by the applicants.

MERGERS, CONSOLIDATIONS, AND ACQUISITIONS/CHANGES OF OWNERSHIP

As noted in Section I.2. of this application (Narrative Description), the proposed change of ownership is limited to MetroSouth Medical Center's real estate—its site, improvements, and physical plant—and does not involve any change to MSMC's operating entity, or to the manner in which clinical services are provided.

Review Criterion 1110.240 addresses a variety of issues typical to most mergers, consolidations and acquisitions, none of which impact the patient population that has traditionally looked to MSMC for services, the manner in which MSMC provides services, or any other area facilities, due to the limited nature of the proposed change of ownership. This review criterion is being addressed in the manner presented below as the result of a technical assistance conference held with State Agency staff on December 7, 2010 to address the limited nature of the proposed change of ownership.

Specifically, and as addressed by review criterion 1110.240:

- there will be no change to the number of beds or services provided, or to MSMC's operating entity;
- there will be no additions or reductions in employees as a result of the change of ownership;
- MSMC's admissions policies will not change as a result of the change of ownership;
- the change of ownership will not have any impact on other area providers;
- there are no other licensed health care providers in MSMC's health care system;
- all existing referral agreements will remain in effect;

- no policies related to referrals to other facilities will be changed as a result of the change of ownership;
- the change in ownership will not result in (or eliminate) any duplicity of services; and
- the change of ownership will not have any impact on the scope of services provided by MSMC in the community.

The primary reason for the proposed transaction is to provide an infusion of capital into the medical center's plant and operations. The primary benefit to MSMC and its patients will be this additional capital, which will be used for a variety of operations-related uses such as ongoing equipment acquisition and replacement, a reduction in accounts payables, the funding of direct patient care and community programs, and charity care and patient discounts. The cost to MSMC will be as set forth in the financing documents. The financing repayment is structured primarily in annual lease payments, as set forth in the terms of the Lease.

CHARITY FINANCE POLICY MANUAL

PURPOSE

To provide guidelines on how the Charity Care program will be administered for hospital services. To assist patients in timely paying for the cost of care received at the hospital by providing financial assistance based on the criteria set forth MetroSouth Medical Center.

POLICY

1. MetroSouth Medical Center will review requests made prior to receiving services for hospital charity and make a determination of eligibility within 14 days of receipt of requested documentation required to process the Financial Assistance application. Charity requests received after the date of service(s) or during the collection process will receive determination within 30 days of the receipt of the required documentation.
2. Charity care within the available resources of MetroSouth Medical Center will be granted to those patients, regardless of sex, race, color, creed, sexual orientation, or religion, who:
 - a) fail to be approved for financial assistance through any other hospital approved program (e.g., MANG); and
 - b) meet the eligibility criteria outlined below
3. Patients are required to willingly cooperate with the Financial Assessment and MANG (Medical Assistance Non Grant) process to be eligible for charity care consideration.
4. The eligibility criteria to be used by MetroSouth Medical Center in granting charity care are predicated on the published federal poverty guidelines for adjusted gross income in relation to the size of the family unit.
5. The Charity care write-off is based on 200% up to 400% of the federal poverty guidelines, based on income and size of family. See addendum #1 for the schedule and scale criteria. Addendum #1 will be updated annually by based on changes to the federal poverty guidelines.
6. Patients who have been determined eligible to receive General Assistance by the State and those who have qualified for the State's Healthy Women, DHS Social Services and Crime Victims programs will be eligible for charity care with or without the receipt of a completed Financial Assistance Application and the supporting documents.

Based on the guidelines of the State for this group of individuals, they meet the charity care eligibility requirements of the MetroSouth Charity policy.

PROCEDURE

1. Admitting or Patient Financial Services representatives receiving a request for hospital financial assistance/charity care and/or determines potential charity care at point of admission, during admission or via the collection follow-up process with the patient or

guarantor may offer information about and provide an application for Financial Assistance .

2. Patients receiving a statement or calling to inquire about a hospital bill may request Financial Assistance when speaking with a representative from Patient Financial Services.
3. Patients who express an inability to pay for hospital services will be notified of the hospitals policy on charity care and offered assistance with the process.
4. A representative of Patient Financial Services mails or hand delivers an application for hospital financial assistance/charity care to patient/guarantor along with a letter requesting specific financial documentation necessary to determine eligibility
5. Patients requesting Financial Assistance will be required to complete a Financial Assistance Application and sign the application attesting that the information is accurate and true.
6. Upon return of the application and all requested documentation, the Collection Manager processes the application in accordance with the hospital's charity policy and criteria for granting charity care, following the schedule in addendum #1.
7. Collection Manager obtains appropriate signatures for write-off in accordance with the established approval schedule as stated below:
 - a. < \$ 5,000.00..... Credit/Collection Manager
 - b. >\$ 5,000.00 to 10,000.00..... Director, PFS
 - c. >\$ 10,000.00..... Chief Financial Officer
8. The Collection Manager or their designee mails the Hospital Financial Assistance Determination letter to patient/guarantor for their records and files a copy with the Financial Assistance application.

DEFINITIONS

Adjusted Gross Income is defined in accordance with the most recent IRS definition.

Charity care is defined as the forgiveness of patient financial responsibility remaining after all third party payments have been made to the hospital.

ADDENDA

Charity Care Sliding Fee Schedule
Financial Assistance Application
Room and Board Letter
Financial Assistance Documents Checklist

**ADDENDA 1
CHARITY CARE SLIDING FEE SCHEDULE**

2010 Charity Sliding Fee Schedule

Effective Date 1-19-2010

Family Size	U.S. Poverty Guideline	Percent of Discount						
		100%	95%	90%	85%	80%	75%	70%
1	\$10,830 less than	\$10,830	\$21,660	\$25,270	\$28,880	\$32,490	\$36,100	\$39,710
		\$21,660	\$25,270	\$28,880	\$32,490	\$36,100	\$39,710	\$43,320
2	\$14,570 less than	\$14,570	\$29,140	\$33,997	\$38,853	\$43,710	\$48,567	\$53,423
		\$29,140	\$33,997	\$38,853	\$43,710	\$48,567	\$53,423	\$58,280
3	\$18,310 less than	\$18,310	\$36,620	\$42,723	\$48,827	\$54,930	\$61,033	\$67,137
		\$36,620	\$42,723	\$48,827	\$54,930	\$61,033	\$67,137	\$73,240
4	\$22,050 less than	\$22,050	\$44,100	\$51,450	\$58,800	\$66,150	\$73,500	\$80,850
		\$44,100	\$51,450	\$58,800	\$66,150	\$73,500	\$80,850	\$88,200
5	\$25,790 less than	\$25,790	\$51,580	\$60,177	\$68,773	\$77,370	\$85,967	\$94,563
		\$51,580	\$60,177	\$68,773	\$77,370	\$85,967	\$94,563	\$103,160
6	\$29,530 less than	\$29,530	\$59,060	\$68,903	\$78,747	\$88,590	\$98,433	\$108,277
		\$59,060	\$68,903	\$78,747	\$88,590	\$98,433	\$108,277	\$118,120
7	\$33,270 less than	\$33,270	\$66,540	\$77,630	\$88,720	\$99,810	\$110,900	\$121,990
		\$66,540	\$77,630	\$88,720	\$99,810	\$110,900	\$121,990	\$133,080
8	\$37,010 less than	\$37,010	\$74,020	\$86,357	\$98,693	\$111,030	\$123,367	\$135,703
		\$74,020	\$86,357	\$98,693	\$111,030	\$123,367	\$135,703	\$148,040
9	\$40,750 less than	\$40,750	\$81,500	\$95,083	\$108,667	\$122,250	\$135,833	\$149,417
		\$81,500	\$95,083	\$108,667	\$122,250	\$135,833	\$149,417	\$163,000
10	\$44,490 less than	\$44,490	\$88,980	\$103,810	\$118,640	\$133,470	\$148,300	\$163,130
		\$88,980	\$103,810	\$118,640	\$133,470	\$148,300	\$163,130	\$177,960

NOTE: Maximum Liability cannot exceed the amount determined under the Illinois Public Act 95-0965.

**ADDENDA 2
FINANCIAL ASSISTANCE APPLICATION
SAMPLE**

Date: _____

I request that MetroSouth Medical Center make a determination of my eligibility for financial assistance. I understand that the information, which I submit concerning my annual income and family size, is subject to verification. I also understand that if the information, which I submit, is determined false, this will result in a denial of financial assistance. Also, any failure on my part to cooperate with this process will also result in denial.

Name
(First) _____ (Last) _____

Address _____

Telephone Number _____

Employer _____ (Occupation) _____

Income (Last 12 Months) _____ (Expenses) _____

Family Size (Number) _____

Names and Relationship of Family Members (Include self):

I affirm that the above information is true and correct.

Signature (Person making request)

**ADDENDA 3
ROOM AND BOARD LETTER
SAMPLE**

RE: _____

DATE: _____

NAME: _____

STREET ADDRESS: _____

CITY: _____

STATE & ZIP CODE: _____

RELATIONSHIP TO PATIENT: _____

PHONE NUMBER: _____

TO WHOM IT MAY CONCERN:

I have provided room and board to _____ for
the past _____.

_____. I can continue to provide room and board, but I
am unable to contribute toward any outstanding hospital bills.

Signature & Date

Witness Date

**ADDENDA 4
FINANCIAL ASSISTANCE DOCUMENTS CHECKLIST
SAMPLE**

Date: _____

Account Number: _____

Patient Name: _____

Dear

In order for MetroSouth Medical Center to determine your eligibility for financial assistance, the documents checked below must be submitted to us within five days of receipt of this letter along with the enclosed application.

- _____ Tax Return /W2 Forms
- _____ Proof of income (copies of last three pay stubs)
- _____ Employer letter verifying gross income year to date
- _____ Verification of unemployment benefits
- _____ Verification of pension benefits
- _____ Other

Eligibility is determined based on family size, gross income, and potential future earnings. Upon receipt of your application and accompanying documents, written notification will be sent to you concerning your eligibility. Should you have any questions concerning this process, please feel free to contact us at (708) 824-4606.

Sincerely,

MetroSouth Medical Center
Patient Financial Services Department

Enclosure



UNINSURED PATIENT DISCOUNT PROGRAM FINANCE DEPARTMENT MANUAL

Page 1 of 2

PURPOSE

To provide guidelines on how to administer The Hospital Uninsured Patient Discount Act of Illinois (Public Act 95-0965). To assist patients with no medical insurance coverage in paying for the cost of care received at the hospital by providing a discount based on the criteria set forth by the State of Illinois.

POLICY

1. MetroSouth Medical Center will provide a discount from its charges to any uninsured patient who applies for a discount and has family income of not more than 600% of the federal poverty income guidelines for all medically necessary health care services exceeding \$300.00 in any one inpatient admission or outpatient encounter.
2. Uninsured patient discounts will be granted to qualifying uninsured patients regardless of sex, race, color, creed or religion who: a) have first applied for coverage under public programs, such as Medicare, Medicaid, AllKids, the State Children's Health Insurance Program, or any other program and were denied as ineligible; b) meet the eligibility criteria outlined by the State and listed below.
3. The maximum amount that may be collected in a 12 month period for health care services for an eligible patient shall not exceed 25% of the patient's family income, and is subject to the patient's continued eligibility for the uninsured discount.
4. MetroSouth patient statements will provide information and notification to the patient regarding the availability and requirements of the uninsured discount and how the patient may apply for consideration of this discount.
5. Uninsured patients may apply for a discount within 60 days of the date of discharge or date of service.
6. Eligibility Criteria:
Patients applying for the uninsured discounts must provide the following information:
 - a. Income verification – the patient must provide documentation of the family income.
 - b. Asset verification – the patient must certify the existence of assets owned by the patient and provide documentation of the value of such assets.
 - c. Illinois resident verification – in order to be eligible for the uninsured discount the patient must be an Illinois resident and have the ability to provide proof of residency.
7. MetroSouth obligations toward an individual uninsured patient under the Uninsured Patient Discount Act shall cease if that patient unreasonably fails or refuses to provide the information or documentation necessary to determine eligibility for the discount within 30 days of request.
8. The Uninsured Patient Discount can not be combined with any other discounts.

PROCEDURE

1. Patient Financial Services representatives may offer a discount and /or determines a potential discount at point of admission, during admission, or via the collection follow-up process with the patient or guarantor.
2. Patients receiving a statement or calling to inquire about a hospital bill may request a discount when speaking with a representative from Patient Financial Services.
3. Patient Financial Services will provide the patient with the information regarding the necessary requirements to process the request for the Uninsured Discount and inform the patient of the timeframes for supplying the appropriate documents.
4. Patients requesting the uninsured discount will be required to complete a Financial Assistance Application and sign the application attesting that the information is accurate and true.
5. Once the documents are provided by the patient and reviewed by PFS, the information will be processed to determine if the patient is eligible for the discount.
6. Requests for the Uninsured Patient Discount will be processed using the formula provided by the State. Charges can be discounted to 135% of cost and the ratio of cost to charges (RCC) must be applied in the calculation to determine amount due from patient. The formula for the discount is $[1-(RCC \times 1.35)] \times \text{charges}$. The current ratio of cost to charges is .306, therefore the formula is $[1-(.306 \times 1.35)] \times \text{charges}$. For dates of service prior to 06/30/10, discounts should be calculated using the cost to charge ratio .3057.
7. The amount allowed as due from patient based on the formula will be compared against 25% of the patient's family income. The patient will be charged the lesser of the two amounts.
8. All requests or offers for discounts in excess of \$300.00 will be forwarded to the attention of the PFS Manager or Director of Patient Financial Services for processing.
9. PFS Manager and Director of Patient Financial Services shall obtain appropriate signatures for write-offs in accordance with the established approval schedule as stated below:

<\$1,000.00.....	Patient Financial Services
>\$1,000.00 - <\$5,000.00.....	PFS Manager
>\$5,000.00 - <\$10,000.00.....	Director, Patient Financial Services
>\$10,000.00.....	Chief Financial Officer
10. Based on the discounted amount due from the patient, the patient may request to make payment arrangements. Any patient that contracts for a payment arrangement and misses two or more payments will be sent to a collection agency for collection amounts due to the hospital, unless other payment arrangements are made within 20 days of the second missed payment.



**TRANSFER OF PATIENTS
FOLLOWING EMERGENCY MEDICAL SCREENINGS
IN THE EMERGENCY DEPARTMENT
ADMINISTRATIVE POLICY**

Page 1 of 6

POLICY

It is the policy of MetroSouth Medical Center (MSMC) to provide for appropriate and nondiscriminatory transfer of patients who have presented with an emergency medical condition and whose condition is unstable and cannot be treated within MSMC's capability, in compliance with the federal Emergency Medical Treatment and Active Labor Act (EMTALA). This policy also applies to the acceptance of patients in need of a higher level of care which is available at another facility.

MSMC shall adopt and maintain policies, procedures, and in collaboration with its Medical Staff, medical staff bylaws as needed to implement this policy.

DEFINITIONS

"Emergency medical condition" refers to both a labor and non-labor related emergency medical condition.

1. "Labor related emergency medical condition" means a pregnant woman who is having contractions:
 - a. when there is inadequate time to effect a safe transfer to another hospital before delivery, or
 - b. when transfer may pose a threat to the health or safety of the woman or the unborn child.
2. "Non-labor related emergency medical condition" means:
 - a. A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in:
 - i. placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy
 - ii. serious impairment to bodily functions, or
 - iii. serious dysfunction of any bodily organ or part.
 - b. Psychiatric or substance abuse emergencies.

"Capabilities of a hospital" includes physical space, equipment, supplies and services (such as psychiatry, pediatrics, obstetrics, neonatal intensive care, burn unit, or trauma).

"Capabilities of the staff" means the level of care the hospital personnel (including medical staff) can provide within the training and scope of their licenses and clinical privileges.

"Capacity to render care" means the ability of the hospital to accommodate patients in excess of its occupancy limits, such as by calling in additional staff, borrowing equipment or opening additional beds. Capacity is not just based on the current level of staff or available beds.

Original Effective Date: 5/30/2009

Revised Date: 6/30/2009

ATTACHMENT 19C

TRANSFER OF PATIENTS
FOLLOWING EMERGENCY MEDICAL SCREENINGS
IN THE EMERGENCY DEPARTMENT
ADMINISTRATIVE POLICY
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"Dedicated Emergency Department" means the following:

- A department licensed as an Emergency Department

"Comes to the Emergency Department" means an individual who:

1. Presents to the hospital's Dedicated Emergency Department and requests or has request made on his behalf an examination or treatment for a medical condition. Such request is to be presumed if, in a prudent lay person's observation, the individual, by appearance or behavior, needs emergency examination or treatment.
2. Presents on hospital property other than the Dedicated Emergency Department and requests or one is made on his behalf, examination or treatment for what may be an emergency medical condition. Such request is to be presumed if, in a prudent lay person's observation, the individual, by appearance or behavior, needs emergency examination or treatment.
3. Is in a non-hospital owned ambulance (ground or air) on hospital property (even after being advised of diversionary status).
4. Comes to the emergency department for non-emergency services including medications or is brought by the police for blood alcohol testing or medical clearance for jail (must be screened to rule out an emergency condition).
5. The screening and stabilizing requirement does NOT apply:
 - a. If a hospital-owned ambulance EMS protocol directs it to another (closer) hospital;
 - b. If a non hospital-owned ambulance is offsite and is advised the hospital is on diversionary status;
 - c. To hospital patients (see definition) including those coming for preventative care or outpatient tests;
 - d. To patients discharged from the ED in need of follow-up care;
 - e. To patients coming to the hospital for a "direct admission" (no screening required);
 - f. Off site out-patient departments (unless they meet definition of Dedicated Emergency Department).

PROCEDURE

1. Screening and Treatment – Patients presenting to the Emergency Department or Labor and Delivery with an emergency medical condition, shall be examined and treated to stabilize the medical condition within the hospital's capability (services and staff) so as to minimize risk to the patient's health.
2. Hospital Capabilities – The hospital shall identify services that are not available (where outgoing transfers will be likely) and/or its specialized services for which the hospital is likely to receive transfers.

TRANSFER OF PATIENTS
FOLLOWING EMERGENCY MEDICAL SCREENINGS
IN THE EMERGENCY DEPARTMENT
ADMINISTRATIVE POLICY
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3. Discharge/Transfer of Stabilized Patients
- a. A patient may be discharged so long as the patient has clinically reached a point where further care may be reasonably performed on an outpatient basis or later scheduled on an inpatient basis and the patient is given a reasonable plan for appropriate follow-up care and discharge instructions.
 - b. A patient who has been declared clinically stable may be transferred to another facility for continued care. Such facility may be a higher, comparable or less intensive environment.
 - c. Following screening and stabilizing treatment, the hospital may elect to transfer an individual to another facility based on prearranged community or state plans, such as facilities for Medicaid, psychiatric patients or in the case of catastrophic events such as a natural disaster or bioterrorism.
4. Transfer of Unstable Patient based on need for higher level of care. An individual with an emergency medical condition who has not been stabilized may be transferred to another medical facility if:
- a. The transferring hospital provides the medical treatment within its capacity which minimizes the risks to the individual's health and, in the case of a woman in labor, the health of the unborn child. The transfer shall be for higher level or specialty care not available in the transferring hospital which may be due to a lack of capacity or capability to treat the patient, such as a lack of space, facilities such as operating rooms or qualified personnel.
 - b. The receiving facility:
 - i. has available space and qualified personnel for the treatment of the individual,
 - ii. has agreed to accept transfer of the individual and to provide appropriate medical treatment;
 - c. A physician (or other qualified medical person in consultation with physician if physician is not present in the ED) signs a certification that, based upon the information available at the time of transfer (1) the medical benefits which are reasonably expected from appropriate medical treatment at another medical facility outweigh the increased risks to the individual associated with the transfer or (2) in the case of labor, the unborn child, and (3) summarizes the risks and benefits upon which the certification is based.
 - d. The MSMC "Authorization for Transfer" Form shall be used when stable or unstable patients are transferred to another hospital. The form need not be used for patients brought from a non-hospital facility to the hospital for diagnostic or other tests or treatments and then returned.
 - e. The physician at the transferring hospital shall contact the physician at the receiving hospital to obtain approval to accept the transfer. The receiving hospital must have the capability to provide the level of care that the patient needs.
 - f. A report of the patient's condition, transfer arrangements, and other significant information should be provided to the appropriate nursing staff at the receiving hospital prior to transfer.

TRANSFER OF PATIENTS
FOLLOWING EMERGENCY MEDICAL SCREENINGS
IN THE EMERGENCY DEPARTMENT
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- g. The hospital sends to the receiving facility all medical records (or copies thereof) related to the emergency condition for which the individual was presented available at the time of the transfer, including records related to the individual's emergency medical condition, observations of signs or symptoms, preliminary diagnosis, treatment provided, results of any tests and the informed consent or certification (or copy thereof).
 - h. The transfer is effected through qualified personnel transportation, and equipment, including the use of necessary and medically appropriate life support measure during the transfer addressed in the physician's orders.
 - i. If any records, including test results, are unavailable at the time of transfer, the information shall be provided to the receiving hospital on a STAT basis as soon as available. Faxing is acceptable.
- 5. Transfer of Unstable Patients Upon Request. Hospital may transfer a patient with an emergency medical condition who has not been stabilized within its capacity if the individual (or a legally responsible person acting on the individual's behalf) requests in writing a transfer to another medical facility after being informed of the risk of transfer and hospital's obligations to screen and stabilize all individuals without regard to the individual's ability to pay. The discussion regarding risks and benefits must be clearly documented.
- 6. Treatment After Patient Refusal of Transfer – If the individual refuses to consent to the transfer after the physician has, (1) informed the individual (or a person acting on behalf of an individual) of the risks and benefits of such transfer and (2) that the transfer would have been in accordance with the "Transfer of an Unstable Patient" as identified above, the hospital may continue to care for the patient within its capabilities or discharge the patient if they refuse further treatment and sign out AMA (against medical advice). Staff shall take all reasonable steps to secure the individual's (or person acting on the individual's behalf) written informed consent to refuse such transfer. Staff shall document the information provided the individual (or other person) of the risks and benefits to the individual of such transfer.
- 7. Duty of Recipient Hospital
 - a. The federal Emergency Transfer and Active Labor Action (EMTALA) requires a hospital that participates in the Medicare Program to accept appropriate transfers of individuals with emergency medical conditions from referring hospitals located in the United States, if it has specialized capabilities not available at the transferring hospital and at the time of the requested transfer, it has the capacity to treat the individual.
 - b. A lateral transfer, one between facilities of comparable resources, is appropriate only when the referring hospital lacks capacity such as a mechanical failure of equipment or no available ICU beds (as opposed to lack of a non-monitored bed).
 - c. An appropriate transfer based upon the referring hospital's lack of capacity involving medical staff which should be accepted includes situations whereby:
 - i. There is no specialist on staff who can stabilize the patient;
 - ii. Specialist is on staff but not on call;


TRANSFER OF PATIENTS
FOLLOWING EMERGENCY MEDICAL SCREENINGS
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- iii. Specialist is on call but does not have clinical privileges necessary to treat the patient;
 - iv. Specialist is on call but has refused to come in to examine the patient in the ED (which will result in the forwarding of the physician's name and address to the receiving hospital);
 - v. Specialist is on call but unable to respond due to circumstances beyond his control (example -- in surgery or has responded to call at another facility);
- d. An inappropriate transfer which may be refused involves:
- i. A patient who can be cared for within the capacity of the referring hospital;
 - ii. A specialist on-call who "prefers" to transfer the patient;
 - iii. A hospital with specialists on staff but its on-call schedule results in a pattern of failure to meet the needs of its patients.
8. Log entries – Patient disposition (refusal of transfer, transfer, or discharge) shall be entered on the centralized ED or Labor and Delivery logs.
9. Physician Protection – Hospital shall not take adverse action against a physician who refuses to authorize the transfer of an individual who, in the opinion of the physician, has an emergency medical condition that has not been stabilized.
10. Physician Corrective Action – The Hospital and its medical staff shall consider corrective action of a physician who inappropriately refuses to respond on-call or who refuses to accept an appropriate transfer.
11. Report of Violations – If a hospital has reason to believe it has received a transferred patient in violation of EMTALA standards, there is a duty to report this to the Center for Medicare/Medicaid Services (CMS). If any such case is identified, a report is to be made by the President after consultation with the MSMC Legal Department.

ATTACHMENTS

MSMC Authorization for Transfer Form

TRANSFER OF PATIENTS
FOLLOWING EMERGENCY MEDICAL SCREENINGS
IN THE EMERGENCY DEPARTMENT
ADMINISTRATIVE POLICY
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MetroSouth
MEDICAL CENTER

12935 South Gregory Street, Olive Branch, TN 38652-2428
T (708) 597-3070 • W MetroSouthMedicalCenter.com

PATIENT LABEL

AUTHORIZATION FOR TRANSFER

SECTION 1: PATIENT'S CONDITION. CHECK ONE OF THE FOLLOWING.

A PATIENT'S CONDITION HAS BEEN STABILIZED SUCH THAT, WITHIN REASONABLE MEDICAL PROBABILITY NO MATERIAL DETERIORATION OF THE PATIENT'S CONDITION IS LIKELY TO RESULT FROM TRANSFER

NAME OF PHYSICIAN RECEIVING TRANSFER _____

TRANSFERRING PHYS. SIGNATURE _____

B PATIENT'S CONDITION HAS NOT BEEN STABILIZED

C PATIENT IS IN ACTIVE LABOR

SECTION 2: REASONS FOR TRANSFER. CHECK ONE.

A PATIENT REQUESTS TRANSFER

B A LEGALLY RESPONSIBLE PERSON ACTING ON THE PATIENT'S BEHALF REQUESTS TRANSFER

NAME OF PERSON REQUESTING TRANSFER _____

C ATTENDING PHYSICIAN AND/OR NRS REQUESTS TRANSFER BASED ON THE REASONABLE RISKS AND BENEFITS TO THE MEDICAL BENEFITS REASONABLY EXPECTED FROM THE PRESENT FACILITY, IF ANY, TO THE INDIVIDUAL'S MEDICAL CONDITION

REASON FOR TRANSFER: _____

E OTHER _____

**SAMPLE ONLY
DO NOT COPY**

**FORM MUST BE
COMPLETED IN
TRIPLICATE**

RELATIONSHIP TO PATIENT _____

AVAILABLE AT THE TIME OF THE PATIENT'S EXAMINATION, THE PATIENT'S TRANSFER TO ANOTHER MEDICAL FACILITY OUTWEIGHS THE INCREASED RISKS OF SUCH TRANSFER.

SECTION 3: TRANSFER REQUIREMENTS. CHECK ONE.

NOTE: THE PATIENT MAY NOT BE TRANSFERRED UNLESS EACH OF THE FOLLOWING REQUIREMENTS ARE MET

A THE RECEIVING FACILITY HAS AVAILABLE SPACE AND QUALIFIED PERSONNEL FOR THE TREATMENT OF THE PATIENT

B THE RECEIVING FACILITY HAS AGREED TO ACCEPT AND PROVIDE APPROPRIATE MEDICAL TREATMENT

C COPIES OF THE APPROPRIATE MEDICAL RECORDS OF THE EXAM AND TREATMENT ARE SENT WITH THE PATIENT

D THE PATIENT WILL BE TRANSFERRED BY THE QUALIFIED PERSONNEL AND TRANSPORTATION EQUIPMENT, AS REQUIRED INCLUDING THE USE OF NECESSARY AND MEDICALLY APPROVED LIFE SUPPORT MEASURES. ALB BLB HELICOPTER OTHER _____

VERBALLY ACCEPTED BY (PHYSICIAN NAME) _____ TIME _____

TRANSFERRED TO (FACILITY) _____

SECTION 4: CONSENT FOR TRANSFER. CHECK ONE OF THE FOLLOWING.

A PATIENT CONSENTS TO TRANSFER (CONSENT BELOW MUST BE COMPLETED)

B A LEGALLY RESPONSIBLE PERSON ACTING ON THE PATIENT'S BEHALF CONSENTS TO TRANSFER (CONSENT BELOW MUST BE COMPLETED)

CONSENT

I HAVE BEEN INFORMED OF THE ABOVE STATED REASONS THAT NECESSITATE A PATIENT TRANSFER TO ANOTHER HOSPITAL. I UNDERSTAND THIS INFORMATION AND AGREE TO THIS ARRANGEMENT.

SIGNATURE _____ RELATIONSHIP TO PATIENT _____

(IF A OR B IS CHECKED) (IF B IS CHECKED)

C NO CONSENT WAS OBTAINED

REASON FOR NO CONSENT: _____

SECTION 5: TRANSFER REFUSED. CHECK (A) OR (B) BELOW.

A PATIENT WAS OFFERED TRANSFER BUT REFUSED

B TRANSFER WAS OFFERED BUT REFUSED BY LEGALLY RESPONSIBLE PERSON ACTING ON THE PATIENT'S BEHALF

NAME OF PERSON REFUSING TRANSFER _____ RELATIONSHIP TO PATIENT _____

REASONING NOTES: _____

SECTION 6: CERTIFICATION. COMPLETE AS INDICATED.

I CERTIFY THAT I ANSWERED THE ABOVE QUESTIONS BASED UPON THE INFORMATION AVAILABLE TO ME AT THE TIME OF PATIENT'S EXAMINATION AND THAT I WITNESSED THE ABOVE CONSENT, IF ANY.

TRANSFERRING PHYSICIAN'S SIGNATURE _____	NAME OF PHYSICIAN RECEIVING TRANSFER (PRINT) _____	NAME OF RN COMPLETING TRANSFER FORM (if not completed per Physician) _____
DATE _____	TIME OF TRANSFER _____	X _____

BAF-585 (MR) 8/08 WRITE - PATIENT'S MEDICAL RECORD CANARY - ER / STAFF PHYSICIAN PINK - RECEIVING HOSPITAL / FACILITY



**ADMISSION AND DISCHARGE CRITERIA CRITICAL CARE UNITS
(SICU, MICU, CARDIAC TELEMETRY UNIT, CVTU)
PATIENT CARE POLICY**

PURPOSE

To provide appropriate care for patients with life threatening illnesses in need of invasive monitoring or life support therapy. Conditions may include, but are not limited to: acute respiratory failure, life threatening arrhythmias, acute MI, acute neurological emergencies, hemodynamic instability, severe metabolic derangements, and post surgical patients needing intense care or invasive monitoring.

To assure all patients meet the discharge criteria prior to moving to a lower level of care.

POLICY

1. Only members of the medical staff may admit patients to an intensive care unit.
2. Direct admissions are acceptable if:
 - A. The admitting, attending, or consulting physician is in his or her office with the patient when arrangements are made for admission to the intensive care unit.
 - B. The Emergency Room physician has assessed the patient prior to admission to the intensive care unit.
3. Admission to intensive care units is on the direct order of the attending or admitting physician. Admission or transfer is initiated by a telephone call or written order from the physician to the intensive care unit. The Director of Nursing, Critical Care Services or Supervisor, is to review admissions to critical care units and refer any problems to the Chairman of the Critical Care Committee or designee.
4. Only those patients with critical, complex conditions are to be admitted to the intensive care units. Patients designated, "DO NOT RESUSCITATE" may not be candidates unless receiving titratable drugs.
5. Patients admitted to the intensive care unit will be seen by the attending physician or designee within 12-18 hours of admission or as appropriate to the acuity of the patient's illness and must be seen by the attending physician or his/her designee at least once every day.
6. In the event of full bed capacity, the Unit Director of Medical Intensive Care Unit, Surgical Intensive Care Unit, Cardiothoracic Unit or Cardiovascular Telemetry Unit, or designee will initiate the following triage mechanisms:
 - A. The Unit Director or designee will review present utilization of the beds to determine which patient or patients meet high utilization criteria.

- B. The Director of Nursing, Critical Care Services, or designee will be contacted to coordinate the decision of the most appropriate transfer candidate.
- C. The attending physician will be contacted for request of transfer of this patient out of the unit.
- D. In the event of a negative response from the attending physician, the Critical Care Committee Chairman / Intensivist will be contacted for resolution. If either is not available, the Chairman of the appropriate Department will be notified for resolution.

Note: Unit specific nursing and monitoring capabilities are outlined in Admission/Discharge Criteria for Inpatient Nursing Units from the Patient Care Manual (See Addendum A).

- 7. All inpatients will meet admission and discharge criteria (see Addendum A, Level of Care Guidelines).

**Addendum A:
Level of Care Criteria Guidelines**

Instructions for the use of Addendum A:

Note: Exceptions may be made to any portion of the following grid when all parties involved are in agreement and there are adequate resources to meet the needs of the patient. Refer to the Perinatal Agreement for admission and discharge guidelines for Labor & Delivery and Nursery.

Once the frequency of interventions or observation exceeds the statements listed in the Med/Surg and Telemetry grid, consideration is made to transfer the patient to a higher level of care.

Once the requirements for observations or intervention(s) decrease below the frequencies listed on the ICU Telemetry grid, consideration is made to transfer to a lower level of acuity / care.

TOPIC	ICU	Telemetry	MED / SURG
Patient Observation			
Frequency of observations by licensed personnel. Does not apply to suicide precautions or observing restrained patients except in circumstances approved by manager.	Observation or interventions every 2 hours and PRN	Not to exceed: Every 15 min x 4 Every 30 min x 2 Every 1 hour x 1 then every 2 hrs x 4 or on agreement by nursing / physician	Not to exceed: Every 15min x 4 Every 30 min x 2 Every 1 hour x1 then every 2 hours x 4 or on agreement by nursing / physician
Recovery general anesthesia VS	On admission Every 5 min x 3. If stable, every 15 min x 3 If stable, every 1 hour x 4		
Vitals/ Wt / I&O			
Standard VS	Every 2 hours minimum and PRN; no maximum frequency.	Every 4 hours AM & PM, Every 8 hours nights on CVTU. Stable hearts every 4 hours at night.	2 x daily and PRN; Surgical units every shift. Post-Op every 30 min x 3, every 4 hours x 2, every shift, and as per continuous epidural protocol.
Freq. Of Temp (Core Temp. Preferred)	Every 4 hours and every 1 hour for T>101.5°	Minimally every shift, within 1 hour of an intervention and PRN	2 x daily and PRN, and within 1 hour of an intervention
Weights on Admission	Yes	Yes	Yes
Daily WT	All Patients	As Ordered	As Ordered
Neurological			
Neurological checks of the neurologically impaired.	Every 1 hour or as ordered	As ordered, reassessed within 15 min. of new decreased LOC. Not to exceed every 2 hours x 24 hours.	As ordered, reassessed within 15 min. of new decreased LOC. Not to exceed every 2 hours x 24 hours.

Original Effective Date: 7/30/2008
Reviewed/Revised Date: 6/19/2009; 6/14/2010

ATTACHMENT 19C

TOPIC	ICU	Telemetry	MED / SURG
Neurological continued			
Neurovascular Checks (Circ Checks)	As ordered	Not to exceed: Every 15 min x 4; Every 30 min x 2; Every 1 hour x 24 hrs; Or on agreement by nursing / physician	Not to exceed: Every 1 hour x 24 hours
ICP Monitor – PMC Only	Yes	No	No
Ventricular / Lumbar Drainage – PMC Only	Yes	Yes	No
Pulmonary			
Oxygen Therapy	100% Nonrebreather + nasal cannula; ventilator: any FIO ₂ as ordered	Supplemental via face mask or nasal cannula. No 100% NRB CVTU same as ICU (exception: comfort care)	Supplemental via face mask or nasal cannula
Pulse Oximetry	Yes	Yes	Yes
Suction	PRN	Not To Exceed Q 2 Hrs. CVTU same as ICU	Not To Exceed Q 2 hrs.
Airways	ET Tube, Trachs	Trachs	Trachs
BIPAP/CPAP	Acute Non-Invasive Ventilatory Support	Nasal CPAP for chronic or after stabilization	Nasal CPAP for chronic or after stabilization
Mechanical Ventilation	Acute mechanical ventilation, mechanical ventilation requiring short acting sedatives / hypnotics / neuro-muscular blocking agents	Chronic mechanical ventilation via trach, no neuromuscular blocking agents / or protocol on CVTU	No
Chest Drainage	Yes	Yes/ No Autotransfusion	Yes/ No Autotransfusion
Cardiac			
ECG Continuous Monitoring	Yes	Yes	No
Vascular Lines	PA Catheters, Art Lines, or A Lines, CVP	CVC Lines	CVC Lines
CRRT, IABP, LVADS	Yes	No	No
Temporary Pacemakers	Yes	Yes	No
IV Drips	Any	Per Patient Care Manual Policy: <i>Medication – Intravenous Drug Restrictions</i>	Heparin renal dose Dopamine

TOPIC	ICU	Telemetry	MED / SURG
Endocrine / Metabolic / Skin			
Complex Dressing Change	As Needed	As Needed	As Needed
DKA or HHNK	Blood Sugar >500 or HCO ₃ ≤16	No	No
Elevated Blood Glucose	Insulin Drip	Not to exceed BS Q 1 hour x 4 and then Q 2 x 6 hrs.	Not to exceed BS Q 2 x 6 Hrs.
Pain			
Moderate sedation (sedation for tests or procedures)	Only by RN's with demonstrated competence in moderate sedation. VS every 5 min during procedure, every 15 min until pt. returns to baseline. Continuous propofol infusion titrated to SAS.	No	No
Pain Assessment	On admission and every shift as 5 th VS. With painful procedures until pain resolved and PRN	On admission and every shift as 5 th VS. With painful procedures until pain resolved and PRN	On admission and every shift as 5 th VS. With painful procedures until pain resolved and PRN
Gastric Bleeding			
Admission Criteria Guidelines	Orthostatic Changes and Unstable: Free-flowing blood from N/G tube, rectum, ostomy or hematemesis. Obvious signs of hemodynamic compromise-shock. Greater than 10mm Hg drop in systolic BP – orthostatic changes. Greater than 10 beat/minute increase in pulse rate – orthostatic changes.	Not Orthostatic and Sick: Reported or confirmed evidence of blood in stool, no orthostatic changes, with another reason/co-morbidity for hospitalization.	Not Orthostatic and Sick: Reported or confirmed evidence of blood in stool, no orthostatic changes, with another reason/co-morbidity for hospitalization.
Psychiatric			
Actively suicidal	Yes, with sitter	Yes, with sitter	Yes, with sitter
Violent	Yes, with sitter	Yes, with sitter	Yes, with sitter



**LEVEL OF CARE CRITERIA & GUIDELINES
PATIENT CARE POLICY**

PURPOSE

To assure all patients admitted at MetroSouth Medical Center and Health Center are provided the appropriate level of care.

GUIDELINES

Instructions for the use of Appendix A:

Exceptions may be made to any portion of the following grids when all parties involved are in agreement and there are adequate resources to meet the needs of the patient. Refer to the Perinatal Agreement for admission and discharge guidelines for Labor & Delivery and Nursery.

Once the frequency of interventions or observation exceeds the statements listed in the Med / Surg and Medical / Surgical Telemetry, consideration is made to transfer the patient to a higher level of care.

Once the requirements for observations or intervention(s) decrease below the frequencies listed on the Med / Surg and Medical / Surgical Telemetry grids, consideration is made to transfer to a lower level of acuity / care.

APPENDIX A

TOPIC	ICU	Telemetry	MED / SURG
Patient Observation			
Frequency of observations by licensed personnel. Does not apply to suicide precautions or observing restrained patients except in circumstances approved by manager.	Observation or interventions every 2 hour and PRN	Not to exceed: Every 15 min x 4 Every 30 min x 2 Every 1 hour x 4 then every 2 hrs x4 or on agreement by nursing / physician	Not to exceed: Every 15min x 4 Every 30 min x 2 Every 1 hour x 1 then every 2 hours x4 or on agreement by nursing / physician
Recovery general anesthesia VS	On admission every 5 min x 3 If stable, every 15 min x 3 If stable, every 1 hour x 4		
Vitals/ Wt/ I&O			
Standard VS	Every 2 hours minimum and PRN; no maximum frequency.	Every 4 hours AM & PM, every 8 hours, nights on CVTU. Stable hearts every 4 hours at night.	2 x daily and PRN; Surgical units every shift. Post-Op every 30 min x 3, every 4 hours x 2, every shift, and as per continuous epidural protocol.
Freq. Of Temp (Core Temp. Preferred)	Every 4 hours and every 1 hour for T>101.5° degrees.	Minimally every shift, within 1 hour of an intervention and PRN	2 x daily and PRN, and within 1 hour of an intervention
Weights on Admission	Yes	Yes	Yes
Daily WT	All Patients	All Patients	As Ordered
Neurological			
Neurological checks of the neurologically impaired.	Every 1 hour or as ordered	As ordered, reassessed within 15 min. of new decreased LOC. Not to exceed every 2 hours x 24 hours.	As ordered, reassessed within 15 min. of new decreased LOC. Not to exceed every 2 hours x 24 hours.
Neurovascular Checks (Circ Checks)	As ordered	Not to exceed: Every 15 min x 4; Every 30 min x 2; Every 1 hour x 24 hours; Or on agreement by nursing / physician	Not to exceed: Every 1 hour x 24 hours
Inter Cranial Pressure (ICP) Monitor – Pressure Monitor Check (PMC) Only	Yes	No	No
Ventricular / Lumbar Drainage – PMC Only	Yes	Yes	No
Pulmonary			
Oxygen Therapy	100% Nonrebreather + nasal cannula; ventilator: any FIO ₂ as ordered	Supplemental via face mask or nasal cannula.	Supplemental via face mask or nasal cannula 5N same as ICU
Pulse Oximetry	Yes	Yes	Yes
Suction	PRN	Not To Exceed Q 2 Hrs.	Not To Exceed every 2 hrs. 5N same as ICU
Airways	ET Tube, Trachs	Trachs	Trachs 5N same as ICU
BIPAP/CPAP	Acute Non-invasive Ventilatory Support	Nasal CPAP for chronic or after stabilization	Nasal CPAP for chronic or after stabilization
Mechanical Ventilation	Acute mechanical ventilation, mechanical ventilation requiring short acting sedatives / hypnotics / neuro-muscular blocking agents	No	Chronic mechanical ventilation via trach, no neuromuscular blocking agents / or protocol on 5 North
Chest Drainage	Yes	Yes/ No Autotransfusion	Yes/ No Autotransfusion

LEVEL OF CARE CRITERIA & GUIDELINES
 PATIENT CARE POLICY
 Page 3 of 3

TOPIC	ICU	Telemetry	MED / SURG
Cardiac			
ECG Continuous Monitoring	Yes	Yes	No
Vascular Lines	PA Catheters, Art Lines, or A Lines, CVP	CVC Lines	CVC Lines
CRRT, IABP, LVADS	Yes	No	No
Temporary Pacemakers	Yes	No	No
IV Drips	Any	Per PHARMACY Policy: Medication – Intravenous Drug Restrictions	Heparin Renal Dose Dopamine
Endocrine / Metabolic / Skin			
Complex Dressing Change	As Needed	As Needed	As Needed
DKA or HHNK	Blood Sugar >500 or HCO ₃ <16	No	No
Elevated Blood Glucose	Insulin Drip	Not to exceed BS q1 hour x 4 and then q 2 x 6 hrs.	Not to exceed BS Q2 x 6 Hrs.
Pain			
Moderate sedation (sedation for tests or procedures)	Only by RN's with demonstrated competence in moderate sedation. VS every 5 min during procedure, every 15 min until pt. returns to baseline. Continuous propofol infusion titrated to SAS.	No	No
Pain Assessment	On admission and every shift as 5 th VS. With painful procedures until pain resolved and PRN.	On admission and every shift as 5 th VS. With painful procedures until pain resolved and PRN.	On admission and every shift as 5 th VS. With painful procedures until pain resolved and PRN.
Gastric Bleeding			
Admission Criteria Guidelines	Orthostatic Changes and Unstable: Free-flowing blood from N/G tube, rectum, ostomy or hematemesis. Obvious signs of hemodynamic compromise-shock. Greater than 10mm Hg drop in systolic BP – orthostatic changes. Greater than 10 beat/minute increase in pulse rate – orthostatic changes.	Not Orthostatic and Sick: Reported or confirmed evidence of blood in stool, no orthostatic changes, with another reason/co-morbidity for hospitalization.	Not Orthostatic and Sick: Reported or confirmed evidence of blood in stool, no orthostatic changes, with another reason/co-morbidity for hospitalization.
Psychiatric			
Actively suicidal	Yes, with direct observer	Yes, with direct observer	Yes, with direct observer
Violent	Yes, with direct observer	Yes, with direct observer	Yes, with direct observer

MANAGING PATIENT FLOW PATIENT CARE POLICY

PURPOSE

To facilitate patient flow.

POLICY

There will be ongoing and continuous assessment of bed availability to accommodate the needs of our patients. A Registered Nurse (RN) will coordinate patient flow throughout the nursing division 24 hours per day. All admissions and transfers will be coordinated by the designated RN.

PROCEDURE

1. The designated RN / Clinical Nurse Manager (CNM) / Charge RN or House Off-Shift Administrator will be available 24 hours per day to provide coordination of flow to include the following aspects:
 - A. Appropriateness
 - B. Staffing
 - C. Competency
2. Throughout the day, the designated RN will be responsible for placement of all patients via:
 - A. Accepting reservations for Direct Admissions from physicians
 - 1) Procures available bed for immediate placement of Direct Admissions, taking into consideration staffing and utilizing the Cardiac Recovery Unit for temporary placement when inpatient bed is not readily available.
 - B. Reviewing Emergency Department admission requests and assists physician in appropriate placement utilizing Interqual criteria.
 - C. Facilitating internal transfers.
 - D. Facilitating transfers from other institutions.
3. A meeting of the designated RN, individual Clinical Nurse Managers and the House Off-Shift Administrator will occur each afternoon to reassess needs and availability.
4. Bed availability will be assessed continuously throughout each day and appropriate measures will be initiated based on needs. When beds are readily available, no action is necessary.
 - A. There is "Limited Capacity" status when two of the following criteria are met:
 - 2 open ICU beds
 - 2 open Telemetry beds
 - 4 open Medical / Surgical beds

The "Limited Capacity" plan is initiated by the designated RN:

- 1) The Director of Bed Control (Patient Access) is informed of status;
- 2) Clinical Nurse Managers are paged and requested to round on assigned units to reassess potential / actual discharges and "ready" beds; and
- 3) The Clinical Nurse Managers meet to coordinate placement of patients waiting for beds.

- B. There is **"Full House"** status when the following criteria are met:
- All Telemetry and ICU beds or Medical / Surgical beds are full; or
 - Emergency Department placement of patients is adversely affected by lack of availability.

The **"Full House"** plan is initiated by the designated RN:

- 1) The Director of Bed Control (Patient Access) is informed of status;
- 2) The Clinical Nurse Managers are paged and requested to round on assigned units to reassess potential / actual discharges and "ready" beds;
- 3) The Vice President of Clinical Operations (or designee) is informed of bed status;
- 4) A page will be initiated and Directors listed below will meet to develop an action plan:
 - All Nursing Division Directors
 - Care Management Director – to facilitate discharges
 - Environmental Services / Transportation
- 5) If "Full House" steps are unsuccessful, the Ambulance Diversion Patient Care Policy will be initiated at the direction of the Vice President of Clinical Operations (or designee)
- 6) When the House Off Shift Administrator is providing house coverage and a "Full House" occurs, the following steps will be taken:
 - a) He/She will inform the Vice President of Clinical Operations of the situation;
 - b) A conference call is initiated with the Director of Critical Care, Director of Medical / Surgical Services, Director of Emergency Services, Vice President of Clinical Operations and the House Off Shift Administrator to develop an action plan;
 - c) Additional directors will be contacted as needed and their department call trees will be instituted as needed.



**NURSING
EMERGENCY ROOM POLICY MANUAL**

HOSPITAL ADMISSIONS

PURPOSE

To provide continuity of patient care from the Emergency Department to the inpatient setting.

POLICY

Emergency Department patients requiring hospitalization at MSMC will be guided through the admitting process.

PROCEDURE

1. Physician Assignment.
 - A. Admitting physician must be either on the Active, Associate or Temporary Medical Staff.
 - B. Emergency Department patients are not to be admitted without notifying a staff physician.
 - C. If the staff physician disagrees with the Emergency Department physician's request to admit the patient, the staff physician must come to the Emergency Department to personally examine the patient and disposition patient accordingly.
2. Bed Assignment
 - A. Admitting office will be notified of all admissions via pager thru the EmpowER system.
 - B. Notification of a patient's bed assignment to the emergency department is done by admitting via EmpowER.

3. Patient Placement

- A. Emergency Department Registered Nurse will contact the nursing unit that is receiving the patient to ensure bed availability. Report is faxed to nursing unit utilizing the "Emergency Department Nursing Report"(see addendum). Verbal report is given on ICU patients.

- B. Any patient requiring cardiac monitoring will be accompanied by an Emergency Department technician or RN.

PATIENT TRANSFER AGREEMENT

This Patient Transfer Agreement ("Agreement") is made and entered into effective as of the 30th day of July 2008 ("Effective Date") by and between MSMC Investors, LLC d/b/a MetroSouth Medical Center ("Hospital") and Plaza Nursing & Rehabilitation Center LLC ("Facility").

Witnesseth

Whereas, the Hospital is a licensed acute care hospital;

Whereas, Facility is a licensed extended care facility;

Whereas, under the provisions of Federal Regulations, Facility must be affiliated with a participating hospital to ensure that its patients who require inpatient hospitalization may be transferred to an appropriate facility;

Whereas, the Hospital and Facility have agreed that it is in the best interest of patient care and would promote the optimum use of patient care resources to enter into a patient transfer agreement between the two parties.

Therefore, in consideration of the promises, agreements and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purpose

This Agreement is intended to facilitate the decision-making process and transfer of patients of the Hospital and Facility. The criteria listed in Section 3.2 represent circumstances under which a patient may benefit from a transfer between the facilities. Although these criteria may represent the usual and customary practices of the Hospital and Facility for transferring patients, the ultimate authority and responsibility for a decision to transfer a patient rests with a patient's attending physician and shall be made on a case-by-case basis.

2. Term

The term of this Agreement shall commence on July 30, 2008 ("Commencement Date") and subject to Sections 2.1 and 2.2 will continue for a term of one (1) year. The term shall be automatically renewed for an additional one (1) year period unless earlier terminated as provided below.

2.1 Either party may terminate this Agreement at any time without cause by providing the other party with at least thirty (30) days prior written notice; provided, however, that each party promises to carry out its obligations under this Agreement incurred prior to the termination of the Agreement and to ensure the continuity of care to any patient already in the process of being transferred.

2.2 Either party may terminate this Agreement immediately if: a) the other party breaches this Agreement and such breach is not cured within thirty (30) days after receipt by the breaching facility of written notice of such breach; b) either facility is destroyed to such an extent that the patient care provided by the facility cannot be carried out adequately; c) either party loses its license or accreditation; or d) either party is no longer able to provide the services for which this Agreement was executed.

3. Patient Transfer

- 3.1 **Patient Transfer Consultation Procedures.** The attending physician of a patient shall determine whether it is appropriate for the patient to be transferred from the transferring facility to the receiving facility. When an attending physician determines that there is a need to transfer a patient from the transferring facility to the receiving facility, the transferring facility, in conjunction with the attending physician where appropriate, shall contact the receiving facility's staff to initiate the patient's transfer. All transfers shall be documented in accordance with the respective facility's policies. The facilities shall adopt protocols for follow-up procedures for patients transferred from the transferring facility to the receiving facility to ensure a continuum of quality medical care. Patients transferred from Facility must be stable for transfer. Unstable patients must be transferred via city-wide 911 emergency medical system.
- 3.2 **Patient Transfer Guidelines.** The specific circumstances under which the transferring facility shall transfer a patient or patients to the receiving facility are detailed on Exhibit A which is attached hereto and incorporated herein.
- 3.3 **Consent to Transfer.** The transferring facility shall be responsible for obtaining appropriate consent from a patient prior to initiating transfer of the patient from the transferring facility to the receiving facility.
- 3.4 **Patient Transport.** Unless other arrangements are made with the receiving facility, the transferring facility shall retain responsibility for arranging for the transportation of the patient being transferred from the transferring facility to the receiving facility, including selection of the mode of transportation and providing appropriate health care practitioner(s) to accompany the patient. The receiving facility's responsibility for the patient's care shall begin when the patient is received at the receiving facility.
- 3.5 **Information to Accompany Transferred Patients.** At the time a patient is transferred from the transferring facility to the receiving facility, the transferring facility shall send a copy of the patient's entire medical

record with the patient, including evidence that the patient was transferred promptly and safely, and the physician's order authorizing the transfer of the patient. If any part of the patient's medical record is not available at the time of transfer, the transferring facility agrees to send the documents to the receiving facility as soon as they become available to the transferring facility. Medical information transferred will include current medical findings, diagnosis and rehabilitation potential, a brief summary of the course of treatment followed in the transferring facility, nursing and dietary information useful in the case of the patient, ambulation status and pertinent administrative and social information.

- 3.6 Return of Patients. The receiving facility agrees to transfer any patient transferred to its facility from the transferring facility back to the transferring facility, if appropriate, and with the consent of the patient, when the special care capabilities at the receiving facility are no longer required by the patient.
- 3.7 Patient's Ability to Pay. A patient's ability to pay for medical care shall not be a factor considered when determining the appropriateness of a patient transfer.

4. Provision of Information to Each Facility

Each facility shall provide the other facility with the names or classifications of persons authorized to initiate, confirm and accept the transfer of patients on behalf of the facilities. The receiving facility shall state specifically where transferred patients are to be delivered at its facility. The facilities agree to provide to each other information about new services and any changes in the types of patients and health conditions the receiving facility will accept and the transferring facility will transfer.

5. Payment for Services

Each facility shall be responsible for collecting payment for medical services rendered at its respective facility and by its staff.

6. Independent Contractor Status

Both facilities are independent contractors. Neither facility is authorized or permitted to act as an agent nor employee of the other facility and each facility shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other facility. Nothing in this Agreement shall in any way alter the freedom enjoyed by either facility, nor shall it in any way alter the control of the management assets and affairs of the respective facilities. Neither facility, by virtue of this Agreement, assumes any liability for any debts

or obligations of either a financial or a legal nature incurred by the other facility pursuant to this Agreement.

7. Insurance and Indemnity

7.1 Each facility shall maintain general liability insurance covering itself and its employees providing services pursuant to the Agreement. Each facility shall maintain Workers' Compensation coverage for its employees performing service pursuant to this Agreement. Each facility shall provide to the other facility a certificate of insurance evidencing that such coverage is in effect during the term of this Agreement.

7.2 Each facility agrees to indemnify and hold harmless the other facility, its directors, officers, employees and agents from and against any and all claims, costs and expenses (including reasonable attorney fees), actions and/or liabilities 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, except to the extent caused by the negligence of the other party or its directors, officers, employees or agents.

8. Governing Law

This Agreement shall be governed and interpreted according to the laws of the State of Illinois.

9. Amendment

This Agreement may not be amended or modified except by a subsequent written agreement between duly authorized representatives of the Hospital and Facility.

10. Notice

Any notice required or allowed to be given hereunder shall be deemed to have been given upon deposit in the United States mail, registered or certified, or or the next business day after the date of mailing if given by nationally recognized air carrier, such as, but not limited to, Federal Express or DHL Express. Notices must be directed and addressed:

To Hospital:

MSMC Investors LLC
d/b/a MetroSouth Medical Center
12935 S. Gregory Street
Blue Island, Illinois 60406
Attention: Chief Financial Officer

To Facility:

YAM Management LLC
c/o Plaza Nursing & Rehabilitation Center LLC
3249 West 147th Street
Midlothian, IL 60445

11. No Referrals

This Agreement does not create any obligations or requirements that the Hospital refer any patients to Facility or that Facility refer patients to the Hospital or to any hospital or affiliated extended care facility.


13. Binding Agreement

This Agreement constitutes the entire agreement between the Hospital and Facility with respect to the subject matter hereof and supersedes all prior proposals, negotiations, representations, drafts and other communications between the transferring facility and receiving facility with respect to the subject matter hereof, whether oral or written.

In Witness Whereof, Hospital and Facility have hereunto caused this Agreement to be executed as by law provided, the day and year first above.

MSMC Investors, LLC

Plaza Nursing & Rehabilitation Center
LLC

By: 
Title: CFO


By: 
Title: Administrator

Exhibit A

Transfer of Patients

When a patient's need for transfer from one of the above facilities to the other has been determined by the patient's physician, the institution to which the transfer is to be made agrees to admit the patient as promptly as possible. The transferring party agrees to assume responsibility for notifying the other party promptly of the impending transfer of a patient, arranging for appropriate and safe transportation, and arranging for the care of patients during transfer.

Priority or Method of Selection of Patients

All patients admitted to the Hospital must be under the medical care of a member of the Hospital's medical staff. The decision as to whether or not a patient is qualified for treatment shall be made by the Hospital physician(s) attending that patient.

The Hospital agrees to admit the patient from the Facility as promptly as possible, depending upon urgency of need.

1. Patients declared as emergencies by the physician will be admitted without delay unless physical facilities absolutely do not so permit;
2. Patients categorized as urgent will be admitted as soon as possible; and
3. Elective cases will be booked and admitted according to the routine procedure of the Hospital.

The Facility agrees:

1. To admit the patient from the Hospital as promptly as possible, provided general admission requirements of the institution are met; and
2. To give priority to readmission of patients transferred from the extended care facility to the hospital.

All federal, state and local regulations and statutes are adhered to, including but not limited to HIPAA, EMTALA, IDPH and the Joint Commission.

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Exhibit B.

To the extent that MSMC Investors, LLC, a Delaware limited liability company d/b/a MetroSouth Medical Center ("Covered Entity") discloses Protected Health Information to Plaza Nurse & Rehabilitation Center LLC ("BUSINESS ASSOCIATE") in connection with services or products provided to Covered Entity, or as otherwise required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Covered Entity and BUSINESS ASSOCIATE agree to the following terms and conditions, which are intended to comply with HIPAA and its implementing regulations:

1.1 1. General Terms and Conditions

(a) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164.

(b) "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164.

(c) Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the Privacy Rule and Security Rule, including 45 CFR §160.103 and 164.501.

2. Obligations and Activities of BUSINESS ASSOCIATE

(a) BUSINESS ASSOCIATE agrees to not use or disclose Protected Health Information other than as permitted or required by this BA Agreement or as Required By Law.

(b) BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this BA Agreement.

(d) BUSINESS ASSOCIATE agrees to report to Covered Entity's Privacy Official any use or disclosure of the Protected Health Information not provided for by this BA Agreement.

(e) BUSINESS ASSOCIATE agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this BA Agreement to BUSINESS ASSOCIATE with respect to such information.

(f) To the extent BUSINESS ASSOCIATE has Protected Health Information in a Designated Record Set, and only to the extent required by HIPAA, BUSINESS ASSOCIATE agrees to provide access, at the request of Covered Entity to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 C.F.R. § 164.524.

(g) BUSINESS ASSOCIATE agrees to make any amendment(s) to Protected Health Information in its possession contained in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity.

(h) BUSINESS ASSOCIATE agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) BUSINESS ASSOCIATE agrees to document such disclosures of Protected Health Information in its possession and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

(j) BUSINESS ASSOCIATE agrees to provide to Covered Entity information collected in accordance with Section 2(i) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

(k) BUSINESS ASSOCIATE agrees to, subject to subsection 5.3(2) below, return to the Covered Entity or destroy, within fifteen (15) days of the termination of this Agreement, the Protected Health Information in its possession and retains no copies.

(l) BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to either party, of a use or disclosure of Protected Health Information in violation of this BA Agreement.

3. Permitted Uses and Disclosures of Protected Health Information by Business Associate

3.1 General Use and Disclosure Provisions

Except as otherwise limited in this BA Agreement, BUSINESS ASSOCIATE may use or disclose Protected Health Information obtained from or on behalf of Covered Entity to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this BA Agreement, provided that such use or disclosure complies with HIPAA. BUSINESS ASSOCIATE acknowledges and agrees that it acquires no title or rights to the Protected Health Information, including any de-identified information, as a result of this BA Agreement.

3.2 Specific Use and Disclosure Provisions

(a) BUSINESS ASSOCIATE may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity and fulfill its obligations under any underlying agreement with Covered Entity, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by the Covered Entity.

(b) BUSINESS ASSOCIATE may use and disclose Protected Health Information for the proper and necessary management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of BUSINESS ASSOCIATE, provided that, as to any such disclosure, the following requirements are met:

(i) the disclosure is Required By Law; or

(ii) BUSINESS ASSOCIATE obtains reasonable assurances from the person or entity to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this BA Agreement, BUSINESS ASSOCIATE may use Protected Health Information to provide Data Aggregation services to Covered Entity.

4. Security of Electronic Protected Health Information

In addition to its overall obligations with respect to Protected Health Information, to the extent required by the Security Rule, BUSINESS ASSOCIATE will:

4.1 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA;

4.2 Ensure that any agent, including a subcontractor, to whom it provides such electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it; and

4.3 Except for Security Incidents required to be reported under Section 2 of this BA Agreement, Provide aggregate reports to Covered Entity regarding any security incident of which it becomes aware in a frequency mutually agreeable to the parties.

5. Survival and Termination

5.1 Survival

BUSINESS ASSOCIATE's obligations under this BA Agreement shall survive the termination of this BA Agreement and shall end when all of the Protected Health Information provided by Covered Entity to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

5.2 Termination for Cause

Upon Covered Entity's knowledge of a material breach by BUSINESS ASSOCIATE, Covered Entity shall provide written notice to BUSINESS ASSOCIATE and may terminate this BA Agreement and any underlying agreement with BUSINESS ASSOCIATE if BUSINESS ASSOCIATE does not cure the breach or end the violation within 30 days from the time of discovery.

5.3 Effect of Termination

(1) Except as provided below in paragraph 5.3(2) of this BA Agreement, upon termination of this Agreement, for any reason, BUSINESS ASSOCIATE shall return or destroy all Protected Health Information received from Covered Entity, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE shall retain no copies of the Protected Health Information.

(2) In the event that BUSINESS ASSOCIATE determines that returning or destroying the Protected Health Information is infeasible, BUSINESS ASSOCIATE shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible, and, if Covered Entity determines that return or destruction is infeasible, BUSINESS ASSOCIATE shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE maintains such Protected Health Information. If it is infeasible for BUSINESS ASSOCIATE to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, BUSINESS ASSOCIATE must provide a written explanation to Covered Entity and require the subcontractors and agents to agree in writing to extend any and all protections, limitations and restrictions contained in this BA Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this BA Agreement, and to limit any further uses and/or

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disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

6. Interpretation and Amendment of this BA Agreement

A reference in this BA Agreement to a section of the Privacy Rule means the section as in effect or as amended. Any ambiguity or inconsistency in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule. The parties hereto agree to negotiate in good faith to amend this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA and for BUSINESS ASSOCIATE to provide services to Covered Entity. However, no change, amendment, or modification of this BA Agreement shall be valid unless it is set forth in writing and agreed to by both parties.

7. No Third Party Rights

The parties to this BA Agreement do not intend to create any rights in any third parties.

8. Notices

Any notice required or permitted by this BA Agreement to be given or delivered shall be in writing and shall be deemed given or delivered if delivered in person, or sent by courier or expedited delivery service, or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile (if confirmed), to the address set forth below. Each party may change its address for purposes of this BA agreement by written notice to the other party.

PATIENT TRANSFER AGREEMENT

This Patient Transfer Agreement ("Agreement") is made and entered into effective as of the 15th day of March 2009 ("Effective Date") by and between MSMC Investors, LLC d/b/a MetroSouth Medical Center ("Hospital") and Park Lawn School & Activity Center ("Facility").

Witnesseth

Whereas, the Hospital is a licensed acute care hospital;

Whereas, Facility is a licensed residential center for the handicapped;

Whereas, under the provisions of Federal Regulations, Facility must be affiliated with a participating hospital to ensure that its patients who require inpatient hospitalization may be transferred to an appropriate facility;

Whereas, the Hospital and Facility have agreed that it is in the best interest of patient care and would promote the optimum use of patient care resources to enter into a patient transfer agreement between the two parties.

Therefore, in consideration of the promises, agreements and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purpose

This Agreement is intended to facilitate the decision-making process and transfer of patients of the Hospital and Facility. The criteria listed in Section 3.2 represent circumstances under which a patient may benefit from a transfer between the facilities. Although these criteria may represent the usual and customary practices of the Hospital and Facility for transferring patients, the ultimate authority and responsibility for a decision to transfer a patient rests with a patient's attending physician and shall be made on a case-by-case basis.

2. Term

The term of this Agreement shall commence on March 15, 2009 ("Commencement Date") and subject to Sections 2.1 and 2.2 will continue for a term of one (1) year. The term shall be automatically renewed for an additional one (1) year period unless earlier terminated as provided below.

2.1 Either party may terminate this Agreement at any time without cause by providing the other party with at least thirty (30) days prior written notice; provided, however, that each party promises to carry out its obligations under this Agreement incurred prior to the termination of the Agreement and to

ensure the continuity of care to any patient already in the process of being transferred.

- 2.2 Either party may terminate this Agreement immediately if: a) the other party breaches this Agreement and such breach is not cured within thirty (30) days after receipt by the breaching facility of written notice of such breach; b) either facility is destroyed to such an extent that the patient care provided by the facility cannot be carried out adequately; c) either party loses its license or accreditation; or d) either party is no longer able to provide the services for which this Agreement was executed.

3. Patient Transfer

- 3.1 **Patient Transfer Consultation Procedures.** The attending physician of a patient shall determine whether it is appropriate for the patient to be transferred from the transferring facility to the receiving facility. When an attending physician determines that there is a need to transfer a patient from the transferring facility to the receiving facility, the transferring facility, in conjunction with the attending physician where appropriate, shall contact the receiving facility's staff to initiate the patient's transfer. All transfers shall be documented in accordance with the respective facility's policies. The facilities shall adopt protocols for follow-up procedures for patients transferred from the transferring facility to the receiving facility to ensure a continuum of quality medical care. Patients transferred from Facility must be stable for transfer. Unstable patients must be transferred via city-wide 911 emergency medical system.
- 3.2 **Patient Transfer Guidelines.** The specific circumstances under which the transferring facility shall transfer a patient or patients to the receiving facility are detailed on Exhibit A which is attached hereto and incorporated herein.
- 3.3 **Consent to Transfer.** The transferring facility shall be responsible for obtaining appropriate consent from a patient prior to initiating transfer of the patient from the transferring facility to the receiving facility.
- 3.4 **Patient Transport.** Unless other arrangements are made with the receiving facility, the transferring facility shall retain responsibility for arranging for the transportation of the patient being transferred from the transferring facility to the receiving facility, including selection of the mode of transportation and providing appropriate health care practitioner(s) to accompany the patient. The receiving facility's responsibility for the patient's care shall begin when the patient is received at the receiving facility.
- 3.5 **Information to Accompany Transferred Patients.** At the time a patient is transferred from the transferring facility to the receiving facility, the transferring facility shall send a copy of the patient's entire medical record

with the patient, including evidence that the patient was transferred promptly and safely, and the physician's order authorizing the transfer of the patient. If any part of the patient's medical record is not available at the time of transfer, the transferring facility agrees to send the documents to the receiving facility as soon as they become available to the transferring facility. Medical information transferred will include current medical findings, diagnosis and rehabilitation potential, a brief summary of the course of treatment followed in the transferring facility, nursing and dietary information useful in the case of the patient, ambulation status and pertinent administrative and social information.

- 3.6 Return of Patients. The receiving facility agrees to transfer any patient transferred to its facility from the transferring facility back to the transferring facility, if appropriate, and with the consent of the patient, when the special care capabilities at the receiving facility are no longer required by the patient.
- 3.7 Patient's Ability to Pay. A patient's ability to pay for medical care shall not be a factor considered when determining the appropriateness of a patient transfer.

4. Provision of Information to Each Facility

Each facility shall provide the other facility with the names or classifications of persons authorized to initiate, confirm and accept the transfer of patients on behalf of the facilities. The receiving facility shall state specifically where transferred patients are to be delivered at its facility. The facilities agree to provide to each other information about new services and any changes in the types of patients and health conditions the receiving facility will accept and the transferring facility will transfer.

5. Payment for Services

Each facility shall be responsible for collecting payment for medical services rendered at its respective facility and by its staff.

6. Independent Contractor Status

Both facilities are independent contractors. Neither facility is authorized or permitted to act as an agent nor employee of the other facility and each facility shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other facility. Nothing in this Agreement shall in any way alter the freedom enjoyed by either facility, nor shall it in any way alter the control of the management assets and affairs of the respective facilities. Neither facility, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other facility pursuant to this Agreement.

7. Insurance and Indemnity

7.1 Each facility shall maintain general liability insurance covering itself and its employees providing services pursuant to the Agreement. Each facility shall maintain Workers' Compensation coverage for its employees performing service pursuant to this Agreement. Each facility shall provide to the other facility a certificate of insurance evidencing that such coverage is in effect during the term of this Agreement.

7.2 Each facility agrees to indemnify and hold harmless the other facility, its directors, officers, employees and agents from and against any and all claims, costs and expenses (including reasonable attorney fees), actions and/or liabilities 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, except to the extent caused by the negligence of the other party or its directors, officers, employees or agents.

8. Governing Law

This Agreement shall be governed and interpreted according to the laws of the State of Illinois.

9. Amendment

This Agreement may not be amended or modified except by a subsequent written agreement between duly authorized representatives of the Hospital and Facility.

10. Notice

Any notice required or allowed to be given hereunder shall be deemed to have been given upon deposit in the United States mail, registered or certified, or on the next business day after the date of mailing if given by nationally recognized air carrier, such as, but not limited to, Federal Express or DHL Express. Notices must be directed and addressed:

To Hospital:

MSMC Investors LLC d/b/a MetroSouth Medical Center
12935 S. Gregory Street
Blue Island, Illinois 60406
Attention: Chief Executive Officer

To Facility:

Park Lawn School & Activity Center
5831 W. 115th Street
Alsip, IL 60803
Attention: Administrator

11. No Referrals

This Agreement does not create any obligations or requirements that the Hospital refer any patients to Facility or that Facility refer patients to the Hospital or to any hospital or affiliated extended care facility.

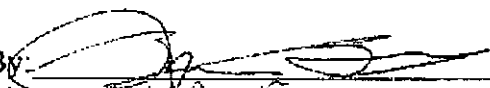
13. Binding Agreement

This Agreement constitutes the entire agreement between the Hospital and Facility with respect to the subject matter hereof and supersedes all prior proposals, negotiations, representations, drafts and other communications between the transferring facility and receiving facility with respect to the subject matter hereof, whether oral or written.

In Witness Whereof, Hospital and Facility have hereunto caused this Agreement to be executed as by law provided, the day and year first above.

MSMC Investors, LLC

Park Lawn School & Activity Center

By: 
Title: VP - Finance


By:  NHA
Title: NHA

Exhibit A

Transfer of Patients

When a patient's need for transfer from one of the above facilities to the other has been determined, the institution to which the transfer is to be made agrees to admit the patient as promptly as possible. The transferring party agrees to assume responsibility for notifying the other party promptly of the impending transfer of a patient, arranging for appropriate and safe transportation and arranging for the care of patients during transfer.

Priority or Method of Selection of Patients

All patients admitted to the Hospital must be under the medical care of a member of the Hospital's medical staff. The decision as to whether or not a patient is qualified for treatment shall be made by the Hospital physician(s) attending that patient.

The Hospital agrees to admit the patient from the Facility as promptly as possible, depending upon urgency of need.

1. Patients declared as emergencies by the physician will be admitted without delay unless physical facilities absolutely do not so permit;
2. Patients categorized as urgent will be admitted as soon as possible; and
3. Elective cases will be booked and admitted according to the routine procedure of the Hospital.

The Facility agrees:

1. To admit the patient from the Hospital as promptly as possible, provided general admission requirements of the institution are met; and
2. To give priority to readmission of patients transferred from the extended care facility to the hospital.

All federal, state and local regulations and statues are adhered to, including but not limited to HIPAA, EMTALA, IDPH and The Joint Commission.

Exhibit B.

To the extent that MSMC Investors, LLC, a Delaware limited liability company d/b/a MetroSouth Medical Center ("Covered Entity") discloses Protected Health Information to Park Lawn School & Activity Center ("BUSINESS ASSOCIATE") in connection with services or products provided to Covered Entity, or as otherwise required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Covered Entity and BUSINESS ASSOCIATE agree to the following terms and conditions, which are intended to comply with HIPAA and its implementing regulations:

1.1 **1. General Terms and Conditions**

(a) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164.

(b) "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164.

(c) Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the Privacy Rule and Security Rule, including 45 CFR §160.103 and 164.501.

2. Obligations and Activities of BUSINESS ASSOCIATE

(a) BUSINESS ASSOCIATE agrees to not use or disclose Protected Health Information other than as permitted or required by this BA Agreement or as Required By Law.

(b) BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this BA Agreement.

(d) BUSINESS ASSOCIATE agrees to report to Covered Entity's Privacy Official any use or disclosure of the Protected Health Information not provided for by this BA Agreement.

(e) BUSINESS ASSOCIATE agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this BA Agreement to BUSINESS ASSOCIATE with respect to such information.

(f) To the extent BUSINESS ASSOCIATE has Protected Health Information in a Designated Record Set, and only to the extent required by HIPAA, BUSINESS ASSOCIATE agrees to provide access, at the request of Covered Entity to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 C.F.R. § 164.524.

(g) BUSINESS ASSOCIATE agrees to make any amendment(s) to Protected Health Information in its possession contained in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity.

(h) BUSINESS ASSOCIATE agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) BUSINESS ASSOCIATE agrees to document such disclosures of Protected Health Information in its possession and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

(j) BUSINESS ASSOCIATE agrees to provide to Covered Entity information collected in accordance with Section 2(j) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

(k) BUSINESS ASSOCIATE agrees to, subject to subsection 5.3(2) below, return to the Covered Entity or destroy, within fifteen (15) days of the termination of this Agreement, the Protected Health Information in its possession and retains no copies.

(l) BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to either party, of a use or disclosure of Protected Health Information in violation of this BA Agreement.

3. Permitted Uses and Disclosures of Protected Health Information by Business Associate

3.1 General Use and Disclosure Provisions

Except as otherwise limited in this BA Agreement, BUSINESS ASSOCIATE may use or disclose Protected Health Information obtained from or on behalf of Covered Entity to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this BA Agreement, provided that such use or disclosure complies with HIPAA. BUSINESS ASSOCIATE acknowledges and agrees that it acquires no title or rights to the Protected Health Information, including any de-identified information, as a result of this BA Agreement.

3.2 Specific Use and Disclosure Provisions

(a) BUSINESS ASSOCIATE may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity and fulfill its obligations under any underlying agreement with Covered Entity, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by the Covered Entity.

(b) BUSINESS ASSOCIATE may use and disclose Protected Health Information for the proper and necessary management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of BUSINESS ASSOCIATE, provided that, as to any such disclosure, the following requirements are met:

(i) the disclosure is Required By Law; or

(ii) BUSINESS ASSOCIATE obtains reasonable assurances from the person or entity to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this BA Agreement, BUSINESS ASSOCIATE may use Protected Health Information to provide Data Aggregation services to Covered Entity.

4. Security of Electronic Protected Health Information

In addition to its overall obligations with respect to Protected Health Information, to the extent required by the Security Rule, BUSINESS ASSOCIATE will:

4.1 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA;

4.2 Ensure that any agent, including a subcontractor, to whom it provides such electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it; and

4.3 Except for Security Incidents required to be reported under Section 2 of this BA Agreement, Provide aggregate reports to Covered Entity regarding any security incident of which it becomes aware in a frequency mutually agreeable to the parties.

5. Survival and Termination

5.1 Survival

BUSINESS ASSOCIATE's obligations under this BA Agreement shall survive the termination of this BA Agreement and shall end when all of the Protected Health Information provided by Covered Entity to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is infeasible to return or destroy Protected Health

Information, protections are extended to such information, in accordance with the termination provisions in this Section.

5.2 Termination for Cause

Upon Covered Entity's knowledge of a material breach by BUSINESS ASSOCIATE, Covered Entity shall provide written notice to BUSINESS ASSOCIATE and may terminate this BA Agreement and any underlying agreement with BUSINESS ASSOCIATE if BUSINESS ASSOCIATE does not cure the breach or end the violation within 30 days from the time of discovery.

5.3 Effect of Termination

(1) Except as provided below in paragraph 5.3(2) of this BA Agreement, upon termination of this Agreement, for any reason, BUSINESS ASSOCIATE shall return or destroy all Protected Health Information received from Covered Entity, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE shall retain no copies of the Protected Health Information.

(2) In the event that BUSINESS ASSOCIATE determines that returning or destroying the Protected Health Information is infeasible, BUSINESS ASSOCIATE shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible, and, if Covered Entity determines that return or destruction is infeasible, BUSINESS ASSOCIATE shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE maintains such Protected Health Information. If it is infeasible for BUSINESS ASSOCIATE to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, BUSINESS ASSOCIATE must provide a written explanation to Covered Entity and require the subcontractors and agents to agree in writing to extend any and all protections, limitations and restrictions contained in this BA Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this BA Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

6. **Interpretation and Amendment of this BA Agreement**

A reference in this BA Agreement to a section of the Privacy Rule means the section as in effect or as amended. Any ambiguity or inconsistency in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule. The parties hereto agree to negotiate in good faith to amend this BA Agreement from time to time as is necessary for Covered Entity to comply with the

requirements of the Privacy Rule and HIPAA and for BUSINESS ASSOCIATE to provide services to Covered Entity. However, no change, amendment, or modification of this BA Agreement shall be valid unless it is set forth in writing and agreed to by both parties.

7. No Third Party Rights

The parties to this BA Agreement do not intend to create any rights in any third parties.

8. Notices

Any notice required or permitted by this BA Agreement to be given or delivered shall be in writing and shall be deemed given or delivered if delivered in person, or sent by courier or expedited delivery service, or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile (if confirmed), to the address set forth below. Each party may change its address for purposes of this BA agreement by written notice to the other party.

AFFILIATION AGREEMENT

This AGREEMENT made as of this 12th day of March, 2009 ("Effective Date"), between MSMC Investors, LLC d/b/a MetroSouth Medical Center (hereinafter referred to as "Hospital") and WSKC Dialysis Services, Inc., d/b/a Fresenius Medical Care Blue Island (hereinafter referred to as "Fresenius").

WHEREAS, Fresenius desires to assure the availability of the Hospital's facilities for its patients who are in need of inpatient treatment at a hospital, in compliance with 42 C.F.R. Part 494.180(e), and the Hospital is equipped and qualified to provide hospital care on an inpatient basis for such patients; and

WHEREAS, the Hospital desires to assure the availability of hemodialysis treatment for its patients who are in need of outpatient treatment, and Fresenius is experienced and qualified to administer dialysis treatments and clinically manage patients with chronic renal failure on an outpatient basis; and

WHEREAS, the parties desire to establish an effective working relationship under which inpatient hospital care or other needed hospital services are available promptly to Fresenius patients when needed and outpatient hemodialysis is available promptly for Hospital patients no longer in need of inpatient care, in accordance with the terms and conditions of this Agreement.

For good and valuable consideration, the parties agree as follows:

1. **Transfer of Patients from Fresenius to Hospital**

- a. The Hospital agrees to make the facilities and personnel of its routine emergency service available for the treatment of acute life-threatening emergencies, which may occur to any of Fresenius' patients.
- b. If, in the opinion of a member of Fresenius' medical staff, any Fresenius patient requires emergency hospitalization, Fresenius will contact the director of Hospital's Emergency Department (or such other person(s) designated by the Hospital to receive and approve transfers and admissions) (the "Hospital Representative") to arrange for appropriate transfer and treatment of such patient as contemplated herein. Fresenius shall also contact the patient's physician of record, as indicated in Fresenius files, of the emergency.
- c. Fresenius shall be responsible for arranging to have patient transported to the Hospital. All transfers between Fresenius and Hospital shall be made in accordance with applicable federal and state laws and regulations, applicable accrediting bodies, and reasonable policies and procedures of the facilities, as may be amended from time to time.
- d. Hospital will accept emergency transfers and furnish all necessary medical services at its facility for such patient at the patient's expense.

- e. There will be an interchange, within one (1) working day, of all requested medical and other information necessary or useful in the care and treatment of patients referred to the Hospital from Fresenius, or in determining whether such patients can be adequately cared for otherwise than in either of the facilities.
- f. Admission to Hospital, and the continued treatment by Hospital, shall be provided regardless of the patient's race, color, creed, sex, age, disability, or national origin. However, nothing in this Agreement shall restrict or prohibit Hospital from collecting insurance information and other financial information from the patient's legal guardian, healthcare surrogate or proxy in accordance with state and federal law, provided emergency services and care are not delayed.
- g. For purposes of this Agreement, Hospital's responsibility for a patient's care begins once the patient has been admitted to the Hospital for and the care of the patient has been taken over by qualified personnel of the Hospital.

2. **Specific Duties and Responsibilities of Fresenius.** In the event the patient must be transferred directly from Fresenius to the Hospital, in accordance with the terms and conditions of this Agreement, and applicable federal and state laws and regulations governing the care and transfer of patients, Fresenius shall be responsible for performing or for ensuring performance of, the following items and services:

- a. Provide for the security of, and be accountable for, the patient's personal effects during the transfer.
- b. Provide, within its service capabilities, stabilizing treatment of the patient prior to transfer.
- c. Designate a person who has authority to represent Fresenius and coordinate the transfer of the patient from Fresenius to Hospital.
- d. Notify the Hospital's Designated Representative prior to transfer to receive the confirmation as to availability of a bed in the Hospital and staff necessary to provide care to the patient.
- e. Prior to patient transfer, require the physician at Fresenius to contact and secure a physician at Hospital who shall attend to the medical needs of the patient and who will accept responsibility for the patient's medical treatment and hospital care.
- f. Inform the patient's legal guardian, healthcare surrogate or proxy of the transfer process and obtain all appropriate consents and releases to effect the transfer.
- g. Arrange for appropriate and safe transportation and care of the patient during transfer through a duly licensed and qualified emergency medical services provider who can effect the transfer through qualified personnel and transportation equipment, including life support.

- h. Maintain medical records of all treatments rendered to patients transferred by Fresenius. These medical records shall conform to applicable standards of professional practice. Fresenius shall send a copy of those portions of the patient's medical record that are available and relevant to the transfer and continued care of the patient, including records related to the patient's condition, observations of signs or symptoms, preliminary diagnosis, treatment provided, results of any tests. If all necessary and relevant medical records are not available at the time the patient is transferred, then the records will be forwarded by Fresenius to the Hospital as soon as possible.
 - i. Transfer with the patient, the patient's personal effects, including, but not limited to, money and valuables, and information related to those items.
 - j. Notify the Hospital of the estimated time of arrival of the patient.
 - k. Provide the Hospital with any information that is available concerning the patient's coverage or eligibility under a third party coverage plan, Medicare or Medicaid or a health care assistance program established by a county, public hospital, or hospital district.
 - l. Recognize the right of a patient and/or the patient's attending physician to request to transfer into the care of a particular physician and/or alternate hospital of the patient's or attending physician's choosing.
 - m. Recognize the right of a patient to refuse consent to treatment or transfer.
 - n. Recognize and comply with the requirements of any state law and regulations or local ordinances that apply to the care and transfer of patients.
3. **Specific Duties and Responsibilities of Hospital.** In accordance with the terms and conditions of this Agreement, and applicable federal and state laws and regulations governing the care and transfer of patients, the Hospital shall be responsible for performing or ensuring performance of the following:
- a. Provide as promptly as possible, confirmation to Fresenius regarding the availability of bed(s), appropriate facilities, services, and staff in the Hospital necessary to treat a patient and confirmation that Hospital has agreed to accept transfer of the Patient.
 - b. Provide within its capabilities, appropriate personnel, equipment and services to assist with the receipt and treatment of a patient transferred to Hospital.
 - c. Reserve beds, facilities, and services in the Hospital as appropriate for patients being transferred from Fresenius who have been accepted by the Hospital.
 - d. Designate a person who has authority to represent and coordinate the transfer and receipt of patients into the Hospital.

- e. Provide Fresenius with a copy of the patient's clinical or medical records, including any record generated while the patient was under the care of the Hospital.
 - f. Deliver to Fresenius an itemized receipt showing the various personal effects and items of the patient received with the patient and indicate where such personal items are to be stored while the patient is in the Hospital.
 - g. Recognize and comply with the requirements of any state law and regulations or local ordinances that apply to the care and transfer of patients.
 - h. In addition to patients who require emergency care, the Hospital shall accept patients of Fresenius referred to the Hospital for elective reasons, subject to the availability of appropriate facilities and personnel at the Hospital, at the request of a Fresenius attending physician.
4. **Additional Services to be Provided by Hospital.** In addition to the services described above, the Hospital shall make the following services available to patients of Fresenius referred to the Hospital, subject to the availability of appropriate facilities and personnel at the Hospital:
- a. Availability of a surgeon capable of vascular access insertion and long-term maintenance;
 - b. Inpatient care for any patient who develops complications or renal disease-related conditions that require hospital admission;
 - c. Kidney transplantation services, where appropriate, including tissue typing and cross-matching, surgical transplant capability, availability of surgeons qualified in the management of pre- and post-transplant patients; and
 - d. Blood Bank services to be performed by the Hospital.
5. **Additional Services to be Provided by Fresenius.**
- a. Fresenius shall develop, maintain and operate, in all aspects, an outpatient hemodialysis facility providing all physical facilities, equipment and personnel necessary to treat patients suffering from chronic renal diseases. Fresenius shall conform to standards not less than those required by the applicable laws and regulations of any local, state or federal regulatory body, as the same may be amended from time to time. In the absence of applicable laws and regulations, Fresenius shall conform to applicable standards of professional practice. Fresenius shall treat such commitment as its primary responsibility and shall devote such time and effort as may be necessary to attain these objectives. Admission to Fresenius, and the continued treatment by Fresenius, shall be provided regardless of the patient's race, color, creed, sex, age, disability, or national origin.

- b. The cost of such facilities, equipment and personnel shall be borne by Fresenius. The location of such facilities shall be selected by Fresenius, but shall be sufficiently close to the proximity to the Hospital to facilitate the transfer of patients, and communication between the facilities.
- c. Fresenius shall engage a medical director of Fresenius' outpatient hemodialysis facility who shall have the qualifications specified in 42 C.F.R. Part 494.140. This individual must be a physician properly licensed in the profession by the state in which such facility is located. In accordance with 42 C.F.R. Part 494.140, Fresenius shall employ such duly qualified and licensed nurses, technicians, and other personnel as shall be necessary to administer treatment at its facility, in accordance with applicable local, state, and federal laws and regulations. Fresenius must ensure that a licensed RN is on site to oversee the Hemodialysis Department.
- d. The Hospital, acting through its appropriate medical staff members, shall, from time to time, evaluate its patients with chronic renal failure in accordance with its standard operating procedures. With the approval of the patient, the patient's physician shall consult with the Fresenius Medical Director. If outpatient treatment is considered appropriate by the patient's physician and the Fresenius Medical Director, the patient may be referred to Fresenius for needed outpatient treatment at a facility operated by Fresenius which is most convenient for the patient (or, in the event space is not available, to an affiliated unit). There will be an interchange, within one (1) working day, of the Patient Long-Term Program and Patient Care Plan, and of medical and other information necessary or useful in the care and treatment of patients referred to Fresenius from the Hospital, or in determining whether such patients can be adequately cared for otherwise than in either of the facilities.
- e. The parties recognize the right of a patient and/or the patient's attending physician to request to refer and/or transfer into the care of a particular physician and/or an alternate outpatient dialysis center of the patient's or attending physician's choosing.

6. **Billing.**

- a. Each of the parties is solely responsible for their own costs of care and services provided to patients transferred pursuant to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed or interpreted to impose any financial liability or responsibility by or between the parties for services and/or care provided by either party to a patient. All charges incurred with respect to any services performed by either party shall be billed and collected by the party providing such services directly from the patient, third party coverage, Medicare or Medicaid, or other sources normally billed by that party.
- b. It is understood that professional fees will be billed independently by the physicians or other professional providers that may participate in the care and treatment of the patient. Each party agrees to provide information in its

possession to the other party and such physicians/providers sufficient to enable them to bill the patient, responsible party, or appropriate third party payor.

7. **Term; Termination.**

- a. The term of this Agreement is for one (1) year, beginning on the Effective Date, and will automatically renew for successive one (1) year periods unless either party gives the other notice prior to an expiration date.
- b. Either party may terminate this Agreement, at any time, with or without cause, upon thirty (30) days written notice to the non-terminating party.
- c. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for five (5) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- d. This Agreement may be terminated immediately upon the occurrence of any of the following events:
 1. Either party's facility closes or discontinues operation to such an extent that patient care cannot be carried out adequately, or
 2. Either party's facility loses its license, or Medicare certification.

8. **Independent Contractors.**

- a. With respect to all work, duties, and obligations hereunder, it is mutually understood and agreed that the parties shall own and operate their individual facilities wholly independent of each other. All patients treated at the facilities of Hospital or Fresenius shall be patients of that facility respectively. Each party shall have the sole responsibility for the treatment and medical care administered to patients in their respective facilities.

9. **Insurance.**

- a. Fresenius and Hospital shall each maintain in full force and effect throughout the term of this Agreement, at its own expense, a policy of comprehensive general liability insurance and professional liability insurance covering it and Fresenius' Staff and Hospital staff and physicians, respectively, each having a combined single limit of not less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate for bodily injury and property damage to insure against any loss, damage or claim arising out of the performance of each party's respective obligations under this Agreement.
- b. Each will provide the other with certificates evidencing said insurance, if and as requested. Fresenius and Hospital further agree to maintain, for a period of not less than three (3) years following the termination of this Agreement, any

insurance required hereunder if underwritten on a claims-made basis. Either party may provide for the insurance coverage set forth in this Section through self insurance.

10. **Indemnification.** Each party agrees to indemnify and hold harmless the other, their officers, directors, shareholders, agents and employees against all liability, claims, damages, suits, demands, expenses and costs (including but not limited to, court costs and reasonable attorneys' fees) of every kind arising out of or in consequence of the party's breach of this Agreement, and of the negligent errors and omissions or willful misconduct of the indemnifying party, its agents, servants, employees and independent contractors (excluding the other party) in the performance of or conduct related to this Agreement.
11. **HIPAA Compliance.** The Parties expressly agree to comply with all applicable patient information privacy and security regulations set for in the Health Insurance Portability and Accountability Act ("HIPAA") final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time.
12. **Non-Discrimination.** Each party agrees to comply with Title VI of the Civil Right Act of 1984, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all related regulations and other applicable laws, to ensure that it does not discriminate against any recipient of services hereunder on the basis of race, color, sex, creed, national origin, age or handicap, or on the basis that the recipient of services is eligible for Medicaid or Medicare coverage, under any program or activity receiving Federal financial assistance.
13. **Not Applicable in Disasters or National Emergencies.** This Agreement is not intended to apply in the event of a disaster or during the period of a national emergency with respect to any facility owned or operated by Fresenius or Hospital located in an emergency area as specified in Section 1135(g)1 of the Social Security Act. For purposes of this Agreement, a "disaster" shall mean an internal or localized natural disaster such as a hurricane, flood or fire, terrorism, biological attacks, and/or loss of electricity or water which is so extensive in nature as to prevent the continuation of routine care for hospitalized patients of any facility. For purposes of this Agreement, a "national emergency" shall mean an emergency declared by the President pursuant to the National Emergencies Act or the Robert Stafford Disaster Relief and Emergency Assistance Act and a public health emergency declared by the Secretary of HHS pursuant to Section 319 of the Public Health Service Act.
14. **Notice.** Whenever under the terms of this Agreement, written notice is required or permitted to be given by one party to the other, such notice shall be deemed to have been sufficiently given if delivered in hand or by registered or certified mail, return receipt requested, postage prepaid, to such party at the following address:

To the Hospital:

MSMC Investors, LLC d/b/a MetroSouth Medical Center

ATTACHMENT 19C

12935 South Gregory Street
Blue Island, IL 60406-2428
Attn: Administrator

To Presenius:

Blue Island Dialysis
12200 S. Western Avenue
Blue Island, IL 60406
Attn: Jenny Lowe

With a copy to:

WSKC Dialysis, Inc.
c/o Presenius Medical Care North America
920 Winter Street
Waltham, MA 02451
Attn: Corporate Legal Department

15. **Conflicting Provisions.** If any provisions of this Agreement shall, at any time, conflict with any applicable state or federal law, or shall conflict with any regulation or regulatory agency having jurisdiction with respect thereto, this Agreement shall be modified in writing by the parties hereto to conform to such regulation, law, guideline, or standard established by such regulatory agency.
16. **No Assumption of Liability; Autonomy of Facilities.** Each party shall have exclusive control of the policies, management, assets and affairs of their respective facilities and neither party assumes nor incurs any liability by virtue of this Agreement for any debts or other liabilities of the other party.
17. **Amendment.** This Agreement including any exhibits, schedules or other attachments which are incorporated herein by reference and made a part hereof may not be amended, modified or shall be binding unless agreed to in a written instrument signed by both parties.
18. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all negotiations, prior discussions, agreements or understandings, whether written or oral, with respect to the subject matter hereof, as of the Effective Date. This Agreement shall bind and benefit the parties, their respective successors and assigns.
19. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without respect to its conflicts of law rules.
20. **No Third Parties.** This Agreement is for the benefit of the parties only and is not entered into or intended to create any benefit to any person not a party to this Agreement. This Agreement does not create any obligation, duty or standard of care or practice different from or in addition to whatever obligations, duties or practices may exist separate and apart from this Agreement with respect to any person not a party to this Agreement.
21. **Cooperation; Compliance with Laws.** The parties agree to cooperate with each other in the fulfillment of their respective obligations under the terms of this Agreement and to comply with the requirements of the law and with all applicable ordinances, statutes,


regulations, directives, orders, or other lawful enactments or pronouncements of any federal, state, municipal, local or other lawful authority.

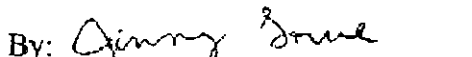
22. **Cumulative Remedies.** Except as otherwise provided for to the contrary in this Agreement, remedies provided for in this Agreement shall be in addition to and not in lieu of any other remedies available to any party and shall not be deemed a waiver or substitution for any action or remedy the parties may have under law or equity.
23. **Execution of Agreement.** This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.
24. **Representations and Warranties.** Each party represents and warrants to the other party that (i) the undersigned possess all necessary capacity and authority to act for, sign and bind the respective entity on whose behalf the undersigned is signing; (ii) it has the full right, power and authority to enter into this Agreement without the consent or approval of another party, not already obtained, and (iii) is duly licensed and certified and shall maintain such licensure and certification during the term of this Agreement.
25. **Attorney's Fees and Costs.** In connection with any litigation, mediation, arbitration, special proceeding or other proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including any appeals and post-judgment proceedings. The parties' obligations under this provision shall survive the expiration or sooner termination of this Agreement.
26. **Counterparts.** This Agreement may be executed in multiple counterparts, and by facsimile signatures, each of which shall be deemed an original and all of which shall constitute a single agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the date above written.

MSMC Investors, LLC
d/b/a MetroSouth Medical Center:

WSKC Dialysis Services, Inc.

By: 
Name: Barbara Groux
Title: Executive Vice President
of Finance

By: 
Name: Jenny Lowe
Title: Area Manager

PATIENT TRANSFER AGREEMENT

This Patient Transfer Agreement ("Agreement") is made and entered into effective as of the 23rd day of September 2009 ("Effective Date") by and between MSMC Investors, LLC d/b/a MetroSouth Medical Center ("Hospital") and South Suburban Rehab Center ("Facility").

Witnesseth

Whereas, the Hospital is a licensed acute care hospital;

Whereas, Facility is a licensed skilled nursing facility;

Whereas, under the provisions of Federal Regulations, Facility must be affiliated with a participating hospital to ensure that its patients who require inpatient hospitalization may be transferred to an appropriate facility;

Whereas, the Hospital and Facility have agreed that it is in the best interest of patient care and would promote the optimum use of patient care resources to enter into a patient transfer agreement between the two parties.

Therefore, in consideration of the promises, agreements and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purpose

This Agreement is intended to facilitate the decision-making process and transfer of patients of the Hospital and Facility. The criteria listed in Section 3.2 represent circumstances under which a patient may benefit from a transfer between the facilities. Although these criteria may represent the usual and customary practices of the Hospital and Facility for transferring patients, the ultimate authority and responsibility for a decision to transfer a patient rests with a patient's attending physician and shall be made on a case-by-case basis.

2. Term

The term of this Agreement shall commence on September 23, 2009 ("Commencement Date") and subject to Sections 2.1 and 2.2 will continue for a term of one (1) year. The term shall be automatically renewed for an additional one (1) year period unless earlier terminated as provided below.

Either party may terminate this Agreement at any time without cause by providing the other party with at least thirty (30) days prior written notice; provided, however, that each party promises to carry out its obligations under this Agreement incurred prior to the

termination of the Agreement and to ensure the continuity of care to any patient already in the process of being transferred.

Either party may terminate this Agreement immediately if: a) the other party breaches this Agreement and such breach is not cured within thirty (30) days after receipt by the breaching facility of written notice of such breach; b) either facility is destroyed to such an extent that the patient care provided by the facility cannot be carried out adequately; c) either party loses its license or accreditation; or d) either party is no longer able to provide the services for which this Agreement was executed.

3. Patient Transfer

Patient Transfer Consultation Procedures. The attending physician of a patient shall determine whether it is appropriate for the patient to be transferred from the transferring facility to the receiving facility. When an attending physician determines that there is a need to transfer a patient from the transferring facility to the receiving facility, the transferring facility, in conjunction with the attending physician where appropriate, shall contact the receiving facility's staff to initiate the patient's transfer. All transfers shall be documented in accordance with the respective facility's policies. The facilities shall adopt protocols for follow-up procedures for patients transferred from the transferring facility to the receiving facility to ensure a continuum of quality medical care. Patients transferred from Facility must be stable for transfer. Unstable patients must be transferred via city-wide 911 emergency medical system.

Patient Transfer Guidelines. The specific circumstances under which the transferring facility shall transfer a patient or patients to the receiving facility are detailed on Exhibit A which is attached hereto and incorporated herein.

Consent to Transfer. The transferring facility shall be responsible for obtaining appropriate consent from a patient prior to initiating transfer of the patient from the transferring facility to the receiving facility.

Patient Transport. Unless other arrangements are made with the receiving facility, the transferring facility shall retain responsibility for arranging for the transportation of the patient being transferred from the transferring facility to the receiving facility, including selection of the mode of transportation and providing appropriate health care practitioner(s) to accompany the patient. The receiving facility's responsibility for the patient's care shall begin when the patient is received at the receiving facility.

Information to Accompany Transferred Patients. At the time a patient is transferred from the transferring facility to the receiving facility, the transferring facility shall send a copy of the patient's entire medical record with the patient, including evidence that the patient was transferred promptly and safely, and the physician's order authorizing the transfer of the patient. If any part of the patient's medical record is not available at the time of transfer, the transferring facility agrees to send the documents to

the receiving facility as soon as they become available to the transferring facility. Medical information transferred will include current medical findings, diagnosis and rehabilitation potential, a brief summary of the course of treatment followed in the transferring facility, nursing and dietary information useful in the case of the patient, ambulation status and pertinent administrative and social information.

Return of Patients. The receiving facility agrees to transfer any patient transferred to its facility from the transferring facility back to the transferring facility, if appropriate, and with the consent of the patient, when the special care capabilities at the receiving facility are no longer required by the patient.

Patient's Ability to Pay. A patient's ability to pay for medical care shall not be a factor considered when determining the appropriateness of a patient transfer.

4. Provision of Information to Each Facility

Each facility shall provide the other facility with the names or classifications of persons authorized to initiate, confirm and accept the transfer of patients on behalf of the facilities. The receiving facility shall state specifically where transferred patients are to be delivered at its facility. The facilities agree to provide to each other information about new services and any changes in the types of patients and health conditions the receiving facility will accept and the transferring facility will transfer.

5. Payment for Services

Each facility shall be responsible for collecting payment for medical services rendered at its respective facility and by its staff.

6. Independent Contractor Status

Both facilities are independent contractors. Neither facility is authorized or permitted to act as an agent nor employee of the other facility and each facility shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other facility. Nothing in this Agreement shall in any way alter the freedom enjoyed by either facility, nor shall it in any way alter the control of the management assets and affairs of the respective facilities. Neither facility, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other facility pursuant to this Agreement.

7. Insurance and Indemnity

Each facility shall maintain general liability insurance covering itself and its employees providing services pursuant to the Agreement. Each facility shall maintain Workers' Compensation coverage for its employees performing service pursuant to this Agreement. Each facility shall provide to the other facility a certificate of insurance evidencing that such coverage is in effect during the term of this Agreement.

Each facility agrees to indemnify and hold harmless the other facility, its directors, officers, employees and agents from and against any and all claims, costs and expenses (including reasonable attorney fees), actions and/or liabilities 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, except to the extent caused by the negligence of the other party or its directors, officers, employees or agents.

8. Governing Law

This Agreement shall be governed and interpreted according to the laws of the State of Illinois.

9. Amendment

This Agreement may not be amended or modified except by a subsequent written agreement between duly authorized representatives of the Hospital and Facility.

10. Notice

Any notices required or allowed to be given hereunder shall be deemed to have been given upon deposit in the United States mail, registered or certified, or on the next business day after the date of mailing if given by nationally recognized air carrier, such as, but not limited to, Federal Express. Notices must be directed and addressed:

To Hospital:

MSMC Investors LLC d/b/a MetroSouth Medical Center
12935 S. Gregory Street
Blue Island, Illinois 60406
Attention: Chief Executive Officer

To Facility:

South Suburban Rehab Center
19000 Halsted
Homewood, IL 60430
Attention: Administrator

11. No Referrals

This Agreement does not create any obligations or requirements that the Hospital refer any patients to Facility or that Facility refer patients to the Hospital or to any hospital or affiliated extended care facility.

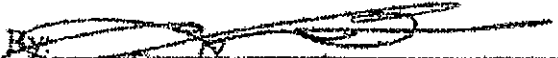
13. Binding Agreement

This Agreement constitutes the entire agreement between the Hospital and Facility with respect to the subject matter hereof and supersedes all prior proposals, negotiations, representations, drafts and other communications between the transferring facility and receiving facility with respect to the subject matter hereof, whether oral or written.

In Witness Whereof, Hospital and Facility have hereunto caused this Agreement to be executed as by law provided, the day and year first above.

MSMC Investors, LLC

South Suburban Rehab Center

By: 
Title: EJP - Successor

By: 
Title: Administrator

Exhibit A

Transfer of Patients

When a patient's need for transfer from one of the above facilities to the other has been determined by the patient's physician, the institution to which the transfer is to be made agrees to admit the patient as promptly as possible. The transferring party agrees to assume responsibility for notifying the other party promptly of the impending transfer of a patient, arranging for appropriate and safe transportation and arranging for the care of patients during transfer.

Priority or Method of Selection of Patients

All patients admitted to the Hospital must be under the medical care of a member of the Hospital's medical staff. The decision as to whether or not a patient is qualified for treatment shall be made by the Hospital physician(s) attending that patient.

The Hospital agrees to admit the patient from the Facility as promptly as possible, depending upon urgency of need.

1. Patients declared as emergencies by the physician will be admitted without delay unless physical facilities absolutely do not so permit;
2. Patients categorized as urgent will be admitted as soon as possible; and
3. Elective cases will be booked and admitted according to the routine procedure of the Hospital.

The Facility agrees:

1. To admit the patient from the Hospital as promptly as possible, provided general admission requirements of the institution are met; and
2. To give priority to readmission of patients transferred from the extended care facility to the hospital.

All federal, state and local regulations and statues are adhered to, including but not limited to HIPAA, EMTALA, IDPH and The Joint Commission.

BUSINESS ASSOCIATE AGREEMENT

To the extent that MSMC Investors, LLC, a Delaware limited liability company d/b/a MetroSouth Medical Center ("Covered Entity") discloses Protected Health Information to South Suburban Rehab Center ("BUSINESS ASSOCIATE") in connection with services or products provided to Covered Entity, or as otherwise required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Covered Entity and BUSINESS ASSOCIATE agree to the following terms and conditions, which are intended to comply with HIPAA and its implementing regulations:

1.1 1. General Terms and Conditions

(a) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164.

(b) "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164.

(c) Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the Privacy Rule and Security Rule, including 45 CFR §160.103 and 164.501.

2. Obligations and Activities of BUSINESS ASSOCIATE

(a) BUSINESS ASSOCIATE agrees to not use or disclose Protected Health Information other than as permitted or required by this BA Agreement or as Required By Law.

(b) BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this BA Agreement.

(d) BUSINESS ASSOCIATE agrees to report to Covered Entity's Privacy Official any use or disclosure of the Protected Health Information not provided for by this BA Agreement.

(e) BUSINESS ASSOCIATE agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this BA Agreement to BUSINESS ASSOCIATE with respect to such information.

(f) To the extent BUSINESS ASSOCIATE has Protected Health Information in a Designated Record Set, and only to the extent required by HIPAA, BUSINESS ASSOCIATE agrees to provide access, at the request of Covered Entity to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 C.F.R. § 164.524.

(g) BUSINESS ASSOCIATE agrees to make any amendment(s) to Protected Health Information in its possession contained in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity.

(h) BUSINESS ASSOCIATE agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) BUSINESS ASSOCIATE agrees to document such disclosures of Protected Health Information in its possession and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

(j) BUSINESS ASSOCIATE agrees to provide to Covered Entity information collected in accordance with Section 2(i) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

(k) BUSINESS ASSOCIATE agrees to, subject to subsection 5.3(2) below, return to the Covered Entity or destroy, within fifteen (15) days of the termination of this Agreement, the Protected Health Information in its possession and retains no copies.

(l) BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to either party, of a use or disclosure of Protected Health Information in violation of this BA Agreement.

3. Permitted Uses and Disclosures of Protected Health Information by Business Associate

3.1 General Use and Disclosure Provisions

Except as otherwise limited in this BA Agreement, BUSINESS ASSOCIATE may use or disclose Protected Health Information obtained from or on behalf of Covered Entity to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this BA Agreement, provided that such use or disclosure complies with HIPAA. BUSINESS ASSOCIATE acknowledges and agrees that it acquires no title or rights to the Protected Health Information, including any de-identified information, as a result of this BA Agreement.

3.2 Specific Use and Disclosure Provisions

(a) BUSINESS ASSOCIATE may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity and fulfill its obligations under any underlying agreement with Covered Entity, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by the Covered Entity.

(b) BUSINESS ASSOCIATE may use and disclose Protected Health Information for the proper and necessary management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of BUSINESS ASSOCIATE, provided that, as to any such disclosure, the following requirements are met:

(i) the disclosure is Required By Law; or

(ii) BUSINESS ASSOCIATE obtains reasonable assurances from the person or entity to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this BA Agreement, BUSINESS ASSOCIATE may use Protected Health Information to provide Data Aggregation services to Covered Entity.

4. **Security of Electronic Protected Health Information**

In addition to its overall obligations with respect to Protected Health Information, to the extent required by the Security Rule, BUSINESS ASSOCIATE will:

4.1 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA;

4.2 Ensure that any agent, including a subcontractor, to whom it provides such electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it; and

4.3 Except for Security Incidents required to be reported under Section 2 of this BA Agreement, Provide aggregate reports to Covered Entity regarding any security incident of which it becomes aware in a frequency mutually agreeable to the parties.

5. Survival and Termination

5.1 Survival

BUSINESS ASSOCIATE's obligations under this BA Agreement shall survive the termination of this BA Agreement and shall end when all of the Protected Health Information provided by Covered Entity to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

5.2 Termination for Cause

Upon Covered Entity's knowledge of a material breach by BUSINESS ASSOCIATE, Covered Entity shall provide written notice to BUSINESS ASSOCIATE and may terminate this BA Agreement and any underlying agreement with BUSINESS ASSOCIATE if BUSINESS ASSOCIATE does not cure the breach or end the violation within 30 days from the time of discovery.

5.3 Effect of Termination

(1) Except as provided below in paragraph 5.3(2) of this BA Agreement, upon termination of this Agreement, for any reason, BUSINESS ASSOCIATE shall return or destroy all Protected Health Information received from Covered Entity, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE shall retain no copies of the Protected Health Information.

(2) In the event that BUSINESS ASSOCIATE determines that returning or destroying the Protected Health Information is infeasible, BUSINESS ASSOCIATE shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible, and, if Covered Entity determines that return or destruction is infeasible, BUSINESS ASSOCIATE shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE maintains such Protected Health Information. If it is infeasible for BUSINESS ASSOCIATE to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, BUSINESS ASSOCIATE must provide a written explanation to Covered Entity and require the subcontractors and agents to agree in writing to extend any and all protections, limitations and restrictions contained in this BA Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this BA Agreement, and to limit any further uses and/or

disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

6. Interpretation and Amendment of this BA Agreement

A reference in this BA Agreement to a section of the Privacy Rule means the section as in effect or as amended. Any ambiguity or inconsistency in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule. The parties hereto agree to negotiate in good faith to amend this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA and for BUSINESS ASSOCIATE to provide services to Covered Entity. However, no change, amendment, or modification of this BA Agreement shall be valid unless it is set forth in writing and agreed to by both parties.

7. No Third Party Rights

The parties to this BA Agreement do not intend to create any rights in any third parties.

8. Notices

Any notice required or permitted by this BA Agreement to be given or delivered shall be in writing and shall be deemed given or delivered if delivered in person, or sent by courier or expedited delivery service, or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile (if confirmed), to the address set forth below. Each party may change its address for purposes of this BA agreement by written notice to the other party.

BUSINESS ASSOCIATE AGREEMENT ("BA Agreement")

To the extent that MSMC Investors, LLC, a Delaware limited liability company d/b/a MetroSouth Medical Center ("Covered Entity") discloses Protected Health Information to South Suburban Rehabilitation Center ("BUSINESS ASSOCIATE") in connection with services or products provided to Covered Entity, or as otherwise required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Covered Entity and BUSINESS ASSOCIATE agree to the following terms and conditions, which are intended to comply with HIPAA and its implementing regulations:

1. General Terms and Conditions

(a) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164.

(b) "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164.

(c) Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the Privacy Rule and Security Rule, including 45 CFR §160.103 and 164.501.

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(b) BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this BA Agreement.

(d) BUSINESS ASSOCIATE agrees to report to Covered Entity's Privacy Official any use or disclosure of the Protected Health Information not provided for by this BA Agreement.

(e) BUSINESS ASSOCIATE agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this BA Agreement to BUSINESS ASSOCIATE with respect to such information.

(f) To the extent BUSINESS ASSOCIATE has Protected Health Information in a Designated Record Set, and only to the extent required by HIPAA, BUSINESS ASSOCIATE agrees to provide access, at the request of Covered Entity to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 C.F.R. § 164.524.

(g) BUSINESS ASSOCIATE agrees to make any amendment(s) to Protected Health Information in its possession contained in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity.

(h) BUSINESS ASSOCIATE agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) BUSINESS ASSOCIATE agrees to document such disclosures of Protected Health Information in its possession and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

(j) BUSINESS ASSOCIATE agrees to provide to Covered Entity information collected in accordance with Section 2(i) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

(k) BUSINESS ASSOCIATE agrees to, subject to subsection 5.3(2) below, return to the Covered Entity or destroy, within fifteen (15) days of the termination of this Agreement, the Protected Health Information in its possession and retains no copies.

(l) BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to either party, of a use or disclosure of Protected Health Information in violation of this BA Agreement.

3. Permitted Uses and Disclosures of Protected Health Information by Business Associate

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(b) BUSINESS ASSOCIATE may use and disclose Protected Health Information for the proper and necessary management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of BUSINESS ASSOCIATE, provided that, as to any such disclosure, the following requirements are met:

(i) the disclosure is Required By Law; or

(ii) BUSINESS ASSOCIATE obtains reasonable assurances from the person or entity to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

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(2) In the event that BUSINESS ASSOCIATE determines that returning or destroying the Protected Health Information is infeasible, BUSINESS ASSOCIATE shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible, and, if Covered Entity determines that return or destruction is infeasible, BUSINESS ASSOCIATE shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE maintains such Protected Health Information. If it is infeasible for BUSINESS ASSOCIATE to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, BUSINESS ASSOCIATE must provide a written explanation to Covered Entity and require the subcontractors and agents to agree in writing to extend any and all protections, limitations and restrictions contained in this BA Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this BA Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

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IN WITNESS WHEREOF, the parties have executed this BA Agreement, effective _____, 20____.

COVERED ENTITY:

By: _____

Title: _____

Date: _____

Address: 12935 South Gregory
Blue Island, Illinois 60406

Facsimile: 708-389-9480

BUSINESS ASSOCIATE:

By: _____

Title: _____

Date: _____

Address: _____

Facsimile: _____

BUSINESS ASSOCIATE AGREEMENT ("BA Agreement")

To the extent that MSMC Investors, LLC, a Delaware limited liability company d/b/a MetroSouth Medical Center ("Covered Entity") discloses Protected Health Information to South Suburban Rehabilitation Center ("BUSINESS ASSOCIATE") in connection with services or products provided to Covered Entity, or as otherwise required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Covered Entity and BUSINESS ASSOCIATE agree to the following terms and conditions, which are intended to comply with HIPAA and its implementing regulations:

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(ii) BUSINESS ASSOCIATE obtains reasonable assurances from the person or entity to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

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4.2 Ensure that any agent, including a subcontractor, to whom it provides such electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it; and

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5.3 Effect of Termination

(1) Except as provided below in paragraph 5.3(2) of this BA Agreement, upon termination of this Agreement, for any reason, BUSINESS ASSOCIATE shall return or destroy all Protected Health Information received from Covered Entity, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE shall retain no copies of the Protected Health Information.

(2) In the event that BUSINESS ASSOCIATE determines that returning or destroying the Protected Health Information is infeasible, BUSINESS ASSOCIATE shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible, and, if Covered Entity determines that return or destruction is infeasible, BUSINESS ASSOCIATE shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE maintains such Protected Health Information. If it is infeasible for BUSINESS ASSOCIATE to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, BUSINESS ASSOCIATE must provide a written explanation to Covered Entity and require the subcontractors and agents to agree in writing to extend any and all protections, limitations and restrictions contained in this BA Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this BA Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

6. Interpretation and Amendment of this BA Agreement

A reference in this BA Agreement to a section of the Privacy Rule means the section as in effect or as amended. Any ambiguity or inconsistency in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule. The parties hereto agree to negotiate in good faith to amend this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA and for BUSINESS ASSOCIATE to provide services to Covered Entity. However, no change, amendment, or modification of this BA Agreement shall be valid unless it is set forth in writing and agreed to by both parties.

7. No Third Party Rights

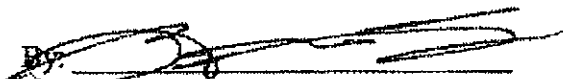
The parties to this BA Agreement do not intend to create any rights in any third parties.

8. Notices

Any notice required or permitted by this BA Agreement to be given or delivered shall be in writing and shall be deemed given or delivered if delivered in person, or sent by courier or expedited delivery service, or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile (if confirmed), to the address set forth below. Each party may change its address for purposes of this BA agreement by written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this BA Agreement, effective 09/23/_____, 20 09.

COVERED ENTITY:

By: 

Title: Executive Vice President

Date: _____

Address: 12935 South Gregory
Blue Island, Illinois 60406

Facsimile: 708-389-9480

BUSINESS ASSOCIATE:

By: Nathan Goldman

Title: Administrator

Date: 12.11.09

Address: 19000 S. Halsted
Homewood, IL. 60430

Facsimile: (708) 457-7828

METROSOUTH MEDICAL CENTER

TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT ("Agreement") is entered into as of the first day of July 2009 ("Effective Date") by and between MSMC Investors, a Delaware Corporation, d/b/a MetroSouth Medical Center ("Transferring Facility"), and Sisters of St. Francis Health Services, Inc. d/b/a St. James Hospital and Health Centers, an Indiana non-profit corporation ("Receiving Hospital") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, Transferring Facility operates a general acute care hospital in Blue Island, Illinois; and

WHEREAS, Transferring Facility receives from time to time patients ("Patient" or "Patients") who are in need of pediatric services ("Specialty") not available at Transferring Facility, but available at Receiving Hospital; and

WHEREAS, Receiving Hospital operates general acute care hospitals in Chicago Heights and Olympia Fields, Illinois, and is willing to receive Patients from Transferring Facility in order to provide Specialty services; and

WHEREAS, the Parties wish to establish transfer arrangements in order to assure continuity of care and accessibility of services to Patients.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants, agreements and obligations contained herein, it is hereby mutually agreed by the Parties as follows:

ARTICLE I.

Patient Transfers

1.1. Acceptance of Patients. Upon recommendation of an attending physician and pursuant to the provisions of this Agreement, Receiving Hospital agrees to admit a Patient as promptly as possible, provided customary admission requirements are met, State and Federal laws and regulations are met, and Receiving Hospital has the capacity to treat the Patient. Notice of the transfer shall be given by Transferring Facility as far in advance as possible. Receiving Hospital shall give prompt confirmation of whether it can provide health care appropriate to the Patient's medical needs. Receiving Hospital agrees to exercise its best efforts to provide for prompt admission of transferred Patients.

1.2. Appropriate Transfer. It shall be the Transferring Facility's responsibility to arrange for, at no cost to Receiving Hospital, appropriate care and safe transportation of the Patient during a transfer. The Transferring Facility shall ensure that the transfer is an "appropriate transfer" under the Emergency Medical Treatment and Active Labor Act, as may be

amended from time to time ("EMTALA"), and carried out in accordance with all applicable laws and regulations.

(a) Prior to any Patient transfer to the Receiving Hospital, Transferring Facility shall provide sufficient information as far in advance as possible, and in any event prior to the Patient leaving Transferring Facility for transport, to allow the Receiving Hospital to determine whether it can provide the necessary Patient care and whether the anticipated transport time to Receiving Hospital is reasonable considering the Patient's medical needs, medical condition and proximity of other hospitals to Transferring Facility and the services offered by such alternative facilities. Prior to Patient transfer, the transferring physician or designee shall contact and secure acceptance by a receiving physician at Receiving Hospital who shall attend to the medical needs of the Patient and who will accept responsibility for the Patient's medical treatment at Receiving Hospital

(b) The Patient's medical record shall contain a physician's order to transfer, and the attending physician recommending the transfer shall communicate directly with Receiving Hospital's patient admissions, or, in the case of an emergency services patient who has been screened and stabilized for transfer, with the Receiving Hospital's Emergency Department.

(c) In addition to a Patient's medical records and the physician's order to transfer, Transferring Facility shall provide Receiving Hospital with a transfer authorization form executed by or on behalf of Patient and all information regarding a Patient's medications, and clear direction as to who may make medical decisions on behalf of the Patient, with copies of any power of attorney for medical decision making or, in the absence of such document, a list of next of kin, if feasible, to assist the Receiving Hospital in determining appropriate medical decision makers in the event a Patient is or becomes unable to do so on his or her own behalf.

1.3. Transfer Log. The Transferring Facility shall keep an accurate and current log of all Patients transferred to the Receiving Hospital and the disposition of such Patient transfers.

1.4. Admission to the Receiving Hospital from Transferring Facility. When a Patient's need for admission is determined by his/her attending physician, Receiving Hospital shall admit the Patient in accordance with the provisions of this Agreement as follows:

(a) Patients determined to be emergent by the attending physician shall be admitted, subject to bed, space, qualified personnel and equipment availability, provided that all usual conditions of admission to Receiving Hospital are met.

(b) All other Patients shall be admitted according to the established routine of Receiving Hospital.

1.5. Standard of Performance. Each Party shall, in performing its obligations under this Agreement, provide Patient care services in accordance with the same standards as services provided under similar circumstances to all other Patients of such Party, and as required by federal and state laws and Medicare/Medicaid certification standards. Each Party shall maintain

all legally required certifications and licenses from all applicable governmental and accrediting bodies, and shall maintain full eligibility for participation in Medicare and Medicaid.

1.6. Billing and Collections. Each Party shall be entitled to bill Patients, payors, managed care plans and any other third party responsible for paying a Patient's bill for services rendered to Patients by such Party and its employees, agents and representatives under this Agreement, and neither Party will have any liability to the other Party for such charges. Each Party shall be solely responsible for all matters pertaining to the billing and collection of such charges. The Parties shall reasonably cooperate with each other in the preparation and completion of all necessary forms and documentation and the determination of insurance coverage and managed care requirements for each transferred Patient. Each Party shall have the sole final responsibility for all forms, documentation, and insurance verification.

1.7. Personal Effects. Personal effects of any transferred Patient shall be delivered to the transfer team or admissions department of the Receiving Hospital. Personal effects include money, jewelry, personal papers and articles for personal hygiene.

ARTICLE II.

Medical Records

Subject to applicable confidentiality requirements, the Parties shall exchange all information which may be necessary or useful in the care and treatment of the transferred Patient or which may be relevant in determining whether such Patient can be adequately cared for by the other Party. All such information shall be provided by the Transferring Facility in advance, where possible, and in any event, no later than at the time of the transfer. The Transferring Facility shall send a copy of all Patient medical records that are available at the time of transfer to the Receiving Hospital. Other records shall be sent as soon as practicable after the transfer. The Patient's medical record shall contain evidence that the Patient was transferred promptly, safely and in accordance with all applicable laws and regulations. Each Party shall, and shall cause its employees and agents to protect the confidentiality of all Patient information (including, but not limited to, medical records, electronic data, radiology films, laboratory blocks, slides and billing information), and comply with all applicable state and federal laws and regulations protecting the confidentiality of Patients' records, including the Health Insurance Portability and Accountability Act of 1996 and the corresponding Standards for Privacy of Individually Identifiable Health Information regulations, each as amended from time to time (collectively, "HIPAA").

ARTICLE III.

Term and Termination

3.1. Term. The initial term of this Agreement shall begin on the Effective Date and continue for a period of one (1) year. **Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless terminated pursuant to this Article.** The initial term and all renewal terms shall collectively be the "Term" of this Agreement.

3.2. Termination. This Agreement may be terminated as follows:

(a) Termination Without Cause. Either Party may terminate this Agreement, at any time without cause, upon ninety (90) days prior written notice to the other Party.

(b) Termination for Cause. The Parties shall have the right to immediately terminate this Agreement for cause upon the happening of any of the following:

- (i) If either Party determines that the continuation of this Agreement would endanger Patient care.
- (ii) Violation by the other Party of any material provision of this Agreement, provided such violation continues for a period of thirty (30) days after receipt of written notice by the other Party specifying the violation.
- (iii) A general assignment by the other Party for the benefit of creditors; the institution by or against the other Party, as debtor, of proceedings of any nature under any law of the United States or any state, whether now existing or currently enacted or amended, for the relief of debtors, provided that in the event such proceedings are instituted against the other Party remain unstayed or undismissed for thirty (30) days; the liquidation of the other Party for any reason; or the appointment of a receiver to take charge of the other Party's affairs, provided such appointment remains undischarged for thirty (30) days. Such termination of the provisions of this Agreement shall not affect obligations which accrued prior to the effective date of such termination.
- (iv) Exclusion of either Party from participation in the Medicare or Medicaid programs or conviction of either Party of a felony related to the provision of health care services.
- (v) Except with respect to a change from one accrediting body to another, either Party's loss or suspension of any certification, license, accreditation (including JCAHO accreditation or other applicable accreditation), or other approval necessary to render Patient care services.
- (vi) In the event of insufficient coverage as defined in Article V herein, or lapse of coverage.

ARTICLE IV.

Non-Exclusive Relationship

This Agreement shall be non-exclusive. Either Party shall be free to enter into any other similar arrangement at any time, and nothing in this Agreement shall be construed as limiting the

right of either Party to affiliate or contract with any other hospital, nursing home, home health agency, school or other entity on either a limited or general basis while this Agreement is in effect. Neither Party shall use the other Party's name or marks in any promotional or advertising material without first obtaining the written consent of the other Party. In entering into this Agreement, neither Party is acting to endorse or promote the services of the other Party.

ARTICLE V.

Certification and Insurance

5.1. Licenses, Permits, and Certification. Each Party represents to the other that it and all of its employees, agents and representatives possess and shall maintain in valid and current status during the term of this Agreement all required licenses, permits and certifications enabling each Party to provide the services set forth in this Agreement.

5.2. Insurance. Each Party shall maintain during the term of this Agreement, at its sole cost and expense, general liability and professional liability insurance in such amounts as are reasonable and customary in the industry to guard against those risks which are customarily insured against in connection with the operation of activities of comparable scope and size. A written certificate of such coverage shall be provided to each Party, upon request, together with a certification that such coverage may not be canceled without at least thirty (30) days notice to the other Party. Each Party shall notify the other Party within ten (10) days of any material change or cancellation in any policy of insurance required to be secured or maintained by such Party. In the event the form of insurance held by a party is claims made, such Party warrants and represents that it will purchase appropriate tail coverage for claims, demands, or actions reported in future years for acts of omissions during the Term of this Agreement. In the event of insufficient coverage as defined in this Article, or lapse of coverage, the non-breaching Party reserves the right to immediately and unilaterally terminate this Agreement.

5.3. Notification of Claims. Each Party shall notify the other in writing, by certified mail, of any action or suit filed and shall give prompt notice of any claim made against either by any person or entity which may result in litigation related in any way to this Agreement.

ARTICLE VI.

Indemnification

Each Party shall indemnify and hold harmless the other Party from and against any and all manner of claims, demands, causes of action, liabilities, damages, costs, and expenses (including costs and reasonable attorney's fees) arising from or incident to the performance of such Party's duties hereunder, except for negligent, grossly negligent, reckless or willful acts or omissions of the other Party. Notwithstanding anything to the contrary, a Party's obligations with respect to indemnification for acts described in this article shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which an insurer is obligated to defend or satisfy.

ARTICLE VII.

Compliance With Laws

At all times, both Parties shall comply with all federal, state and local laws, rules and regulations now in effect or later adopted relating to the services to be provided hereunder and that may be applicable to the Parties including, but not limited to, laws, rules and regulations regarding confidentiality, disclosure and retention of Patient records, such as the regulations promulgated under HIPAA. A Party shall promptly notify the other Party if it receives notice of any actual or alleged infraction, violation, default or breach of the same. Neither Transferring Facility or Receiving Hospital, nor any employee, officer, director or agent thereof, is an "excluded person" under the Medicare rules and regulations.

Transferring Facility represents, warrants and covenants to Receiving Hospital that Transferring Hospital, prior to the first Patient transfer made under this Agreement and at all times thereafter during the term of the Agreement, will be licensed to operate a hospital in Illinois and will be a participating facility in Medicare and Medicaid. Receiving Hospital represents, warrants and covenants to Transferring Facility that Receiving Hospital is, and will be at all times during the term of this Agreement, licensed to operate a general acute care hospital, an approved provider of services required by the Specialty, a participant in Medicare and Medicaid.

ARTICLE VIII.

Miscellaneous

8.1. Non-Referral of Patients. Neither Party is under any obligation to refer or transfer Patients to the other Party, and neither Party will receive any payment for any Patient referred or transferred to the other Party. A Party may refer or transfer Patients to any facility based on its professional judgment and the individual needs and wishes of the Patients.

8.2. Relationship of the Parties. The Parties expressly acknowledge that in performing their respective obligations under this Agreement, they are acting as independent contractors. Transferring Facility and Receiving Hospital are not and shall not be considered joint venturers or partners, and nothing herein shall be construed to authorize either Party to act as general agent for the other. Neither Party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other Party. Each Party shall disclose in its respective dealings that they are separate entities.

8.3. No Third Party Rights. This Agreement shall not be construed under any circumstance to confer any rights or privileges on any third parties, and neither Party shall be under any obligation to any third party by reason of this Agreement or any term thereof.

8.4. Notices. All notices that may be given under this Agreement shall be in writing, addressed to the receiving Party's address as set forth below or otherwise designated in writing from time to time, and shall be delivered by hand, traceable courier service, or sent by certified or registered mail, return receipt requested:

To Transferring Facility: MetroSouth Medical Center
12935 South Gregory Street
Blue Island, IL 60406
Attn: Executive Vice President of Finance
Fax No.: 708-389-9480

To Receiving Hospital: St. James Hospital & Health Centers
1423 Chicago Road
Chicago, Heights, IL 60411
Attn: President
Fax No. 708-756-6863

All notices shall be deemed to have been given, if by hand or traceable courier service, at the time of the delivery to the receiving Party at the address set forth above or to such other address as the receiving Party may designate by notice hereunder, or if sent by certified or registered mail, on the 2nd business day after such mailing.

8.5. Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other, except that either Party may assign all or part of its rights and delegate all or part of its obligations under this Agreement to any entity controlled by or under common control with such Party.

8.6. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except in a writing signed by both Parties. All continuing covenants, duties, and obligations contained herein shall survive the expiration or termination of this Agreement.

8.7. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Illinois without regard to the conflict of laws provisions thereunder.

8.8. Headings. The headings of articles and sections contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

8.9. Non-discrimination. Neither Party shall discriminate against any individuals on the basis of race, color, sex, age, religion, national origin, or disability in providing services under this Agreement.

8.10. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be in no way affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

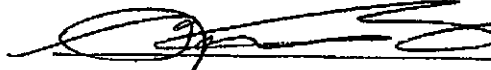
8.11. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto, their respective successors and permitted assigns.

8.12. Waiver. No covenant or condition of this Agreement can be waived, except to the extent set forth in writing by the waving Party.

8.13. Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the day and year written above.


TRANSFERRING FACILITY

Signature:  Date: 08/31/09

Name: Barbara Groux

Title: Executive Vice President of Finance

RECEIVING HOSPITAL

Signature:  Date: 7/14/09
Seth C.R. Warren, President

METROSOUTH MEDICAL CENTER

TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT ("Agreement") is entered into as of the 30th day of June 2009 ("Effective Date") by and between MSMC Investors, a Delaware Corporation, d/b/a MetroSouth Medical Center ("Transferring Facility"), and Pediatric Services of Rush University Medical Center, an Illinois non-profit corporation ("Receiving Hospital") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, Transferring Facility operates a general acute care hospital in Blue Island, Illinois; and

WHEREAS, Transferring Facility receives from time to time patients ("Patient" or "Patients") who are in need of pediatric services ("Specialty") not available at Transferring Facility, but available at Receiving Hospital; and

WHEREAS, Receiving Hospital operates a general acute care hospital in Chicago, Illinois, and is willing to receive Patients from Transferring Facility in order to provide Specialty services; and

WHEREAS, the Parties wish to establish transfer arrangements in order to assure continuity of care and accessibility of services to Patients.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants, agreements and obligations contained herein, it is hereby mutually agreed by the Parties as follows:

ARTICLE I.

Patient Transfers

1.1. Acceptance of Patients. The need for transfer of a Patient to the Receiving Hospital shall be determined by the Patient's attending physician. When the attending physician determines that transfer is medically appropriate, the Transferring Facility shall contact the Receiving Hospital regarding the need for transfer. The Receiving Hospital shall confirm to the Transferring Facility that it can accept the patient after the Receiving Hospital has determined it has the appropriate space, equipment and personnel; after a member of the Receiving Hospital's medical staff agrees to accept responsibility for the care of the patient; and provided that customary admission requirements are met, and State and Federal laws and regulations are met. Notice of the transfer shall be given by Transferring Facility as far in advance as possible. Receiving Hospital shall give prompt confirmation of whether it can provide health care appropriate to the Patient's medical needs. Receiving Hospital agrees to exercise its best efforts to provide for prompt admission of transferred Patients.

1.2. Appropriate Transfer. It shall be the Transferring Facility's responsibility to arrange for, at no cost to Receiving Hospital, appropriate care and safe transportation of the Patient during a transfer. The Transferring Facility shall ensure that the transfer is an "appropriate transfer" under the Emergency Medical Treatment and Active Labor Act, as may be amended from time to time ("EMTALA"), and carried out in accordance with all applicable laws and regulations. Usually the transportation will be arranged by the Receiving Hospital.

(a) Prior to any Patient transfer to the Receiving Hospital, Transferring Facility shall provide sufficient information as far in advance as possible, and in any event prior to the Patient leaving Transferring Facility for transport, to allow the Receiving Hospital to determine whether it can provide the necessary Patient care. Transferring Facility shall remain responsible for determining whether the anticipated transport time to Receiving Hospital is reasonable considering the Patient's medical needs, medical condition and proximity of other hospitals to Transferring Facility and the services offered by such alternative facilities.

(b) The Patient's medical record shall contain a physician's order to transfer, and the attending physician recommending the transfer shall communicate directly with Receiving Hospital's patient admissions, or, in the case of an emergency services patient who has been screened and stabilized for transfer, with the Receiving Hospital's Pediatric Services.

(c) In addition to a Patient's medical records and the physician's order to transfer, Transferring Facility shall provide Receiving Hospital with all information regarding a Patient's medications, and clear direction as to who may make medical decisions on behalf of the Patient, with copies of any power of attorney for medical decision making or, in the absence of such document, a list of next of kin, if feasible, to assist the Receiving Hospital in determining appropriate medical decision makers in the event a Patient is or becomes unable to do so on his or her own behalf.

1.3. Transfer Log. The Transferring Facility shall keep an accurate and current log of all Patients transferred to the Receiving Hospital and the disposition of such Patient transfers.

1.4. Admission to the Receiving Hospital from Transferring Facility. When a Patient's need for admission is determined by his/her attending physician, Receiving Hospital shall admit the Patient in accordance with the provisions of this Agreement as follows:

(a) Patients determined to be emergent by the attending physician shall be admitted, subject to bed, space, qualified personnel and equipment availability, provided that all usual conditions of admission to Receiving Hospital are met.

(b) All other Patients shall be admitted according to the established routine of Receiving Hospital.

1.5. Standard of Performance. Each Party shall, in performing its obligations under this Agreement, provide Patient care services in accordance with the same standards as services provided under similar circumstances to all other Patients of such Party, and as required by federal and state laws and Medicare/Medicaid certification standards. Each Party shall maintain

all legally required certifications and licenses from all applicable governmental and accrediting bodies, and shall maintain full eligibility for participation in Medicare and Medicaid.

1.6. Billing and Collections. Each Party shall be entitled to bill Patients, payors, managed care plans and any other third party responsible for paying a Patient's bill for services rendered to Patients by such Party and its employees, agents and representatives under this Agreement, and neither Party will have any liability to the other Party for such charges. Each Party shall be solely responsible for all matters pertaining to the billing and collection of such charges. The Parties shall reasonably cooperate with each other in the preparation and completion of all necessary forms and documentation and the determination of insurance coverage and managed care requirements for each transferred Patient. Each Party shall have the sole final responsibility for all forms, documentation, and insurance verification.

1.7. Personal Effects. Personal effects of any transferred Patient shall be delivered to the transfer team or admissions department of the Receiving Hospital. Personal effects include money, jewelry, personal papers and articles for personal hygiene.

ARTICLE II.

Medical Records

Subject to applicable confidentiality requirements, the Parties shall exchange all information which may be necessary or useful in the care and treatment of the transferred Patient or which may be relevant in determining whether such Patient can be adequately cared for by the other Party. All such information shall be provided by the Transferring Facility in advance, where possible, and in any event, no later than at the time of the transfer. The Transferring Facility shall send a copy of all Patient medical records that are available at the time of transfer to the Receiving Hospital. Other records shall be sent as soon as practicable after the transfer. The Patient's medical record shall contain evidence that the Patient was transferred promptly, safely and in accordance with all applicable laws and regulations. Each Party shall, and shall cause its employees and agents to protect the confidentiality of all Patient information (including, but not limited to, medical records, electronic data, radiology films, laboratory blocks, slides and billing information), and comply with all applicable state and federal laws and regulations protecting the confidentiality of Patients' records, including the Health Insurance Portability and Accountability Act of 1996 and the corresponding Standards for Privacy of Individually Identifiable Health Information regulations, each as amended from time to time (collectively, "HIPAA").

ARTICLE III.

Term and Termination

3.1. Term. The initial term of this Agreement shall begin on the Effective Date and continue for a period of one (1) year. **Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless terminated pursuant to this Article.** The initial term and all renewal terms shall collectively be the "Term" of this Agreement.

3.2. Termination. This Agreement may be terminated as follows:

(a) Termination Without Cause. Either Party may terminate this Agreement, at any time without cause, upon ninety (90) days prior written notice to the other Party.

(b) Termination for Cause. The Parties shall have the right to immediately terminate this Agreement for cause upon the happening of any of the following:

- (i) If either Party determines that the continuation of this Agreement would endanger Patient care.
- (ii) Violation by the other Party of any material provision of this Agreement, provided such violation continues for a period of thirty (30) days after receipt of written notice by the other Party specifying the violation.
- (iii) A general assignment by the other Party for the benefit of creditors; the institution by or against the other Party, as debtor, of proceedings of any nature under any law of the United States or any state, whether now existing or currently enacted or amended, for the relief of debtors, provided that in the event such proceedings are instituted against the other Party remain unstayed or undismissed for thirty (30) days; the liquidation of the other Party for any reason; or the appointment of a receiver to take charge of the other Party's affairs, provided such appointment remains undischarged for thirty (30) days. Such termination of the provisions of this Agreement shall not affect obligations which accrued prior to the effective date of such termination.
- (iv) Exclusion of either Party from participation in the Medicare or Medicaid programs or conviction of either Party of a felony related to the provision of health care services.
- (v) Except with respect to a change from one accrediting body to another, either Party's loss or suspension of any certification, license, accreditation (including JCAHO accreditation or other applicable accreditation), or other approval necessary to render Patient care services.
- (vi) In the event of insufficient coverage as defined in Article V herein, or lapse of coverage.

ARTICLE IV.

Non-Exclusive Relationship

This Agreement shall be non-exclusive. Either Party shall be free to enter into any other similar arrangement at any time, and nothing in this Agreement shall be construed as limiting the

right of either Party to affiliate or contract with any other hospital, nursing home, home health agency, school or other entity on either a limited or general basis while this Agreement is in effect. Neither Party shall use the other Party's name or marks in any promotional or advertising material without first obtaining the written consent of the other Party. In entering into this Agreement, neither Party is acting to endorse or promote the services of the other Party.

ARTICLE V.

Certification and Insurance

5.1 Licenses, Permits, and Certification. Each Party represents to the other that it and all of its employees, agents and representatives possess and shall maintain in valid and current status during the term of this Agreement all required licenses, permits and certifications enabling each Party to provide the services set forth in this Agreement.

5.2 Insurance. Each Party shall maintain during the term of this Agreement, at its sole cost and expense, general liability and professional liability insurance in such amounts as are reasonable and customary in the industry to guard against those risks which are customarily insured against in connection with the operation of activities of comparable scope and size. A written certificate of such coverage shall be provided to each Party together with a certification that such coverage may not be canceled without at least thirty (30) days notice to the other Party. Each Party shall notify the other Party within ten (10) days of any material change or cancellation in any policy of insurance required to be secured or maintained by such Party. In the event the form of insurance held by a party is claims made, such Party warrants and represents that it will purchase appropriate tail coverage for claims, demands, or actions reported in future years for acts of omissions during the Term of this Agreement. In the event of insufficient coverage as defined in this Article, or lapse of coverage, the non-breaching Party reserves the right to immediately and unilaterally terminate this Agreement.

5.3 Notification of Claims. Each Party shall notify the other in writing, by certified mail, of any action or suit filed and shall give prompt notice of any claim made against either by any person or entity which may result in litigation related in any way to this Agreement.

ARTICLE VI.

Liability

It is understood and agreed that neither of the Parties to this Agreement shall be liable for any negligent or wrongful act chargeable to the other unless such liability is imposed by a court of competent jurisdiction, and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party against the other or against third parties. In the event of a claim for any wrongful or negligent act, each Party shall bear the cost of its own defense.

ARTICLE VII.

Compliance With Laws

At all times, both Parties shall comply with all federal, state and local laws, rules and regulations now in effect or later adopted relating to the services to be provided hereunder and that may be applicable to the Parties including, but not limited to, laws, rules and regulations regarding confidentiality, disclosure and retention of Patient records, such as the regulations promulgated under HIPAA. A Party shall promptly notify the other Party if it receives notice of any actual or alleged infraction, violation, default or breach of the same. Neither Transferring Facility nor Receiving Hospital, nor any employee, officer, director or agent thereof, is an "excluded person" under the Medicare rules and regulations.

Transferring Facility represents, warrants and covenants to Receiving Hospital that Transferring Hospital, prior to the first Patient transfer made under this Agreement and at all times thereafter during the term of the Agreement, will be licensed to operate a hospital in Illinois and will be a participating facility in Medicare and Medicaid. Receiving Hospital represents, warrants and covenants to Transferring Facility that Receiving Hospital is, and will be at all times during the term of this Agreement, licensed to operate a general acute hospital, be an approved provider of services required by the Specialty, and participate in Medicare and Medicaid.

ARTICLE VIII.

Miscellaneous

8.1. Non-Referral of Patients. Neither Party is under any obligation to refer or transfer Patients to the other Party, and neither Party will receive any payment for any Patient referred or transferred to the other Party. A Party may refer or transfer Patients to any facility based on its professional judgment and the individual needs and wishes of the Patients.

8.2. Relationship of the Parties. The Parties expressly acknowledge that in performing their respective obligations under this Agreement, they are acting as independent contractors. Transferring Facility and Receiving Hospital are not and shall not be considered joint venturers or partners, and nothing herein shall be construed to authorize either Party to act as general agent for the other. Neither Party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other Party. Each Party shall disclose in its respective dealings that they are separate entities.

8.3. No Third Party Rights. This Agreement shall not be construed under any circumstance to confer any rights or privileges on any third parties, and neither Party shall be under any obligation to any third party by reason of this Agreement or any term thereof.

8.4. Notices. All notices that may be given under this Agreement shall be in writing, addressed to the receiving Party's address as set forth below or otherwise designated in writing from time to time, and shall be delivered by hand, traceable courier service, or sent by certified or registered mail, return receipt requested:

To Transferring Facility: MetroSouth Medical Center
12935 South Gregory Street
Blue Island, IL 60406
Attn: Executive Vice President of Finance
Fax No.: 708-389-9480

To Receiving Hospital: Rush University Medical Center
Legal Affairs
1700 West Van Buren, Suite 301
Chicago, IL 60612
Attn: _____
Fax No.: _____

All notices shall be deemed to have been given, if by hand or traceable courier service, at the time of the delivery to the receiving Party at the address set forth above or to such other address as the receiving Party may designate by notice hereunder, or if sent by certified or registered mail, on the 2nd business day after such mailing.

8.5. Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other, except that either Party may assign all or part of its rights and delegate all or part of its obligations under this Agreement to any entity controlled by or under common control with such Party.

8.6. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except in a writing signed by both Parties. All continuing covenants, duties, and obligations contained herein shall survive the expiration or termination of this Agreement.

8.7. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Illinois without regard to the conflict of laws provisions thereunder.

8.8. Headings. The headings of articles and sections contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

8.9. Non-discrimination. Neither Party shall discriminate against any individuals on the basis of race, color, sex, age, religion, national origin, or disability in providing services under this Agreement.

8.10. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be in no way affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

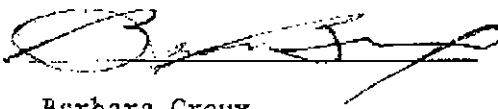
8.11. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto, their respective successors and permitted assigns.

8.12. Waiver. No covenant or condition of this Agreement can be waived, except to the extent set forth in writing by the waving Party.

8.13. Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the day and year written above.

TRANSFERRING FACILITY

Signature: 
Name: Barbara Groux
Title: Executive Vice President

RECEIVING HOSPITAL

Signature: William R Hayden MD
Name: William R Hayden MD
Title: Section Head, Pediatric Critical Care
30 June 2009

Rush University Medical Center

Name: William Hayden, MD

Title: Section Head, ^{Section} Department of Pediatric Critical Care

Signature: *William R. Hayden*

Date: 30 June 2009

Name: Kenneth Boyer, MD

Title: Chairman, Department of Pediatrics

Signature: *Kenneth Boyer*

Date: 6/30/09

Name: Robert Clapp, Jr.

Title: Senior Vice President for Hospital Affairs

Signature: *Robert Clapp, Jr.*

Date: 6/30/09

BUSINESS ASSOCIATE AGREEMENT ("BA Agreement")

To the extent that MSMC Investors, LLC, a Delaware limited liability company d/b/a MetroSouth Medical Center ("Covered Entity") discloses Protected Health Information to Pediatric Services of Rush University Medical Center ("BUSINESS ASSOCIATE") in connection with services or products provided to Covered Entity, or as otherwise required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Covered Entity and BUSINESS ASSOCIATE agree to the following terms and conditions, which are intended to comply with HIPAA and its implementing regulations:

1. General Terms and Conditions

(a) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164.

(b) "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164.

(c) Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the Privacy Rule and Security Rule, including 45 CFR §160.103 and 164.501.

2. Obligations and Activities of BUSINESS ASSOCIATE

(a) BUSINESS ASSOCIATE agrees to not use or disclose Protected Health Information other than as permitted or required by this BA Agreement or as Required By Law.

(b) BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this BA Agreement.

(d) BUSINESS ASSOCIATE agrees to report to Covered Entity's Privacy Official any use or disclosure of the Protected Health Information not provided for by this BA Agreement.

(e) BUSINESS ASSOCIATE agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this BA Agreement to BUSINESS ASSOCIATE with respect to such information.

(f) To the extent BUSINESS ASSOCIATE has Protected Health Information in a Designated Record Set, and only to the extent required by HIPAA, BUSINESS ASSOCIATE agrees to provide access, at the request of Covered Entity to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 C.F.R. § 164.524.

(g) BUSINESS ASSOCIATE agrees to make any amendment(s) to Protected Health Information in its possession contained in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity.

(h) BUSINESS ASSOCIATE agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) BUSINESS ASSOCIATE agrees to document such disclosures of Protected Health Information in its possession and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

(j) BUSINESS ASSOCIATE agrees to provide to Covered Entity information collected in accordance with Section 2(i) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

(k) BUSINESS ASSOCIATE agrees to, subject to subsection 5.3(2) below, return to the Covered Entity or destroy, within fifteen (15) days of the termination of this Agreement, the Protected Health Information in its possession and retains no copies.

(l) BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to either party, of a use or disclosure of Protected Health Information in violation of this BA Agreement.

3. Permitted Uses and Disclosures of Protected Health Information by Business Associate

3.1 General Use and Disclosure Provisions

Except as otherwise limited in this BA Agreement, BUSINESS ASSOCIATE may use or disclose Protected Health Information obtained from or on behalf of Covered Entity to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this BA Agreement, provided that such use or disclosure complies with HIPAA. BUSINESS ASSOCIATE acknowledges and agrees that it acquires no title or rights to the Protected Health Information, including any de-identified information, as a result of this BA Agreement.

3.2 Specific Use and Disclosure Provisions

(a) BUSINESS ASSOCIATE may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity and fulfill its obligations under any underlying agreement with Covered Entity, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by the Covered Entity.

(b) BUSINESS ASSOCIATE may use and disclose Protected Health Information for the proper and necessary management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of BUSINESS ASSOCIATE, provided that, as to any such disclosure, the following requirements are met:

(i) the disclosure is Required By Law; or

(ii) BUSINESS ASSOCIATE obtains reasonable assurances from the person or entity to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this BA Agreement, BUSINESS ASSOCIATE may use Protected Health Information to provide Data Aggregation services to Covered Entity.

4. Security of Electronic Protected Health Information

In addition to its overall obligations with respect to Protected Health Information, to the extent required by the Security Rule, BUSINESS ASSOCIATE will:

4.1 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA;

4.2 Ensure that any agent, including a subcontractor, to whom it provides such electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it; and

4.3 Except for Security Incidents required to be reported under Section 2 of this BA Agreement, Provide aggregate reports to Covered Entity regarding any security incident of which it becomes aware in a frequency mutually agreeable to the parties.

5. Survival and Termination

5.1 Survival

BUSINESS ASSOCIATE's obligations under this BA Agreement shall survive the termination of this BA Agreement and shall end when all of the Protected Health Information provided by Covered Entity to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

5.2 Termination for Cause

Upon Covered Entity's knowledge of a material breach by BUSINESS ASSOCIATE, Covered Entity shall provide written notice to BUSINESS ASSOCIATE and may terminate this BA Agreement and any underlying agreement with BUSINESS ASSOCIATE if BUSINESS ASSOCIATE does not cure the breach or end the violation within 30 days from the time of discovery.

5.3 Effect of Termination

(1) Except as provided below in paragraph 5.3(2) of this BA Agreement, upon termination of this Agreement, for any reason, BUSINESS ASSOCIATE shall return or destroy all Protected Health Information received from Covered Entity, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE shall retain no copies of the Protected Health Information.

(2) In the event that BUSINESS ASSOCIATE determines that returning or destroying the Protected Health Information is infeasible, BUSINESS ASSOCIATE shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible, and, if Covered Entity determines that return or destruction is infeasible, BUSINESS ASSOCIATE shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE maintains such Protected Health Information. If it is infeasible for BUSINESS ASSOCIATE to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, BUSINESS ASSOCIATE must provide a written explanation to Covered Entity and require the subcontractors and agents to agree in writing to extend any and all protections, limitations and restrictions contained in this BA Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this BA Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

6. **Interpretation and Amendment of this BA Agreement**

A reference in this BA Agreement to a section of the Privacy Rule means the section as in effect or as amended. Any ambiguity or inconsistency in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule. The parties hereto agree to negotiate in good faith to amend this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA and for BUSINESS ASSOCIATE to provide services to Covered Entity. However, no change, amendment, or modification of this BA Agreement shall be valid unless it is set forth in writing and agreed to by both parties.

7. No Third Party Rights

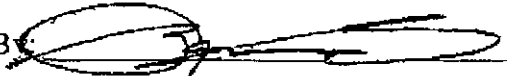
The parties to this BA Agreement do not intend to create any rights in any third parties.

8. Notices

Any notice required or permitted by this BA Agreement to be given or delivered shall be in writing and shall be deemed given or delivered if delivered in person, or sent by courier or expedited delivery service, or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile (if confirmed), to the address set forth below. Each party may change its address for purposes of this BA agreement by written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this BA Agreement, effective June 30, 2009.

COVERED ENTITY:

B. 
Title: Executive Vice President of Finance
Date: June 30, 2009
Address: 12935 South Gregory
Blue Island, Illinois 60406
Facsimile: 708-389-9480

BUSINESS ASSOCIATE:

By: William R. Hayden
Title: Section Head, Pediatric Critical Care
Date: 30 June 2009
Address: 1653 W. Congress Parkway
Chicago, IL 60612
Facsimile: 312-942-4370

Rush University Medical Center

Name: William Hayden, MD

Title: Section Section Head, Department of Pediatric Critical Care

Signature: William R. Hayden

Date: 30 June 2009

Name: Kenneth Boyer, MD

Title: Chairman, Department of Pediatrics

Signature: Kenneth Boyer

Date: 6/30/09

Name: Robert Clapp, Jr.

Title: Senior Vice President for Hospital Affairs

Signature: Robert Clapp, Jr.

Date: 6/30/09





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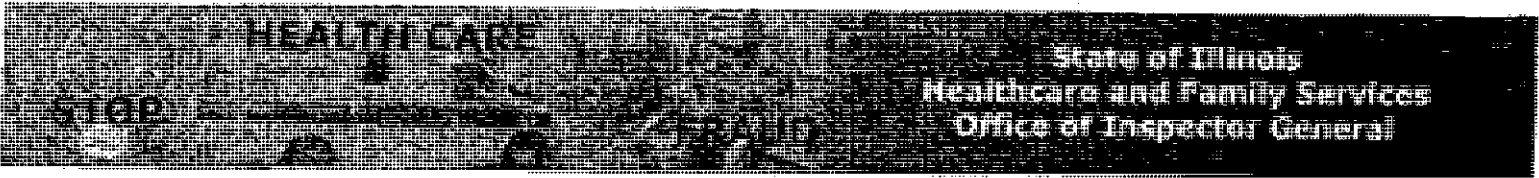
Search Results

No results were found for Rush University Medical Center;

Search conducted 7/2/2009 6:51:46 PM EST on OIG LEIE Exclusions database.
Source data updated on 6/10/2009 2:56:38 PM EST

ATTACHMENT 9C

161



Agency Links

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- Report Fraud
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Provider Sanctions 

No records found that begin with Rush University Medical Center on Thursday, July 02, 2009

We advise that you do not take any action on a provider until you have verified their status with the IDPA/OIG. Inquiries should be directed to the [OIG Webmaster](#).

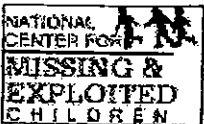
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1/12

PATIENT TRANSFER AGREEMENT

This agreement is made and effective as of April 1, 2010 ("Effective Date") between Rush University Medical Center, an Illinois not for profit corporation ("Rush") and MetroSouth Medical Center ("Transferring Hospital").

PREAMBLE

Transferring Hospital operates a general acute care hospital and ancillary facilities.

Transferring Hospital receives, from time to time, patients who are in need of specialized critical care services that are not available at the Transferring Hospital.

Rush is able to provide specialized critical care to this patient population.

The Parties wish to provide for the transfer of patients requiring specialized critical care from the Transferring Hospital to Rush under the following terms and conditions.

The Parties agree as follows:

TERMS

Section 1: Transfer of Patients

- 1.1. **Acceptance of Patients.** The need for transfer of a patient to Rush shall be determined by the patient's attending physician at Transferring Hospital. When the attending physician determines that transfer is medically appropriate, the Transferring Hospital shall contact Rush regarding the need for transfer. Rush shall notify the Transferring Hospital if it can accept the patient after Rush has determined (i) it has the appropriate space, equipment and personnel to provide care to the patient; (ii) a member of Rush's medical staff has agreed to accept responsibility for the care of the patient; (iii) customary admission requirements are met and State and Federal laws and regulations are met; and (iv) the Transferring Hospital has provided sufficient information to permit Rush to determine it can provide the necessary patient care. Notice of the transfer shall be given by the Transferring Hospital as far in advance as possible.
- 1.2. **Appropriate Transfer.** It shall be Transferring Hospital's responsibility to arrange for appropriate and safe transportation and care of the patient during a transfer. The Transferring Hospital shall ensure that the transfer is an "appropriate transfer" under the Emergency Medical Treatment and Active Labor Act ("EMTALA"), as may be amended, and is carried out in accordance with all applicable laws and regulations. When deemed appropriate by Rush, it shall provide assistance in the transfer process and logistics through its Transfer Center.
- 1.3. **Transfer Log.** The Transferring Hospital shall keep an accurate and current log of all patients transferred to Rush and the disposition of such patient transfers.

- 1.4 **Standard of Performance.** Each Party shall provide patient care services in accordance with the same standards as services provided under similar circumstances to all other patients of such Party, and as required by federal and state laws and Medicare/Medicaid certification standards. Each Party shall maintain all legally required certifications and licenses from all applicable governmental and accrediting bodies, and shall maintain full eligibility for participation in Medicare and Medicaid.
- 1.5. **Billing and Collections.** Neither party shall assume any responsibility for the collection of any accounts receivable, other than those incurred as a result of rendering services directly to the patient; and neither institution shall be liable for any debts, obligations, or claims of a financial or legal nature incurred by the other institution.
- 1.6. **Personal Effects.** Personal effects of any transferred patient shall be delivered to the Rush transfer team or admissions department. Personal effects include money, jewelry, personal papers and articles for personal hygiene.
- 1.7 **Return Transfer.** When the attending physician at Rush determines that the transfer is medically appropriate due to the patient no longer requiring the specialized care services offered by Rush, and in accordance with any relevant laws, regulations and Rush policies, Rush shall contact the Transferring Hospital regarding the need for a return transfer. The Transferring Hospital will notify Rush that it can accept the patient after the Transferring Hospital has determined (I) it has the appropriate space, equipment and personnel to provide care to the patient; (II) a member of the Transfer Hospital's medical staff has agreed to accept responsibility for the care of the patient; (III) customary admission requirements are met and State and Federal laws and regulations are met; and (iv) Rush has provided sufficient information to permit the Transferring Hospital to determine it can provide the necessary patient care. Notice of the transfer shall be given to the Transferring Hospital as far in advance as possible to allow for planning.

Section 2: **Medical Records**

Transferring Hospital shall provide all information which may be necessary or useful in the care and treatment of the transferred patient or which may be relevant in determining whether Rush can provide adequate care of such patient. Such information shall be provided by the Transferring Hospital in advance, where possible, and in any event, at the time of the transfer. The Transferring Hospital shall send a copy of all patient medical records that are available at the time of transfer to Rush. Other records shall be sent as soon as practicable after the transfer. The patient's medical record shall include a physician's order transferring the patient and evidence that the patient was transferred promptly, safely and in accordance with all applicable laws and regulations.

Section 3: **Term and Termination**

- 3.1. **Term.** The term of this Agreement shall be five (5) years from the Effective Date.

3.2. **Termination.** This Agreement may be terminated by either party upon thirty (30) days prior written notice. Either Party may terminate this Agreement effective immediately upon the happening of any of the following:

- (i) Continuation of this Agreement would endanger patient care.
- (ii) A general assignment by the other Party for the benefit of creditors.
- (iii) Exclusion of either Party from participation in the Medicare or Medicaid programs or conviction of either Party of a felony.
- (iv) Either Party's loss or suspension of any certification, license, accreditation (including The Joint Commission accreditation), or other approval necessary to render patient care services.

Section 4: Certification and Insurance

- 4.1. **Licenses, Permits, and Certification.** Each Party represents to the other that it and all of its employees, agents and representatives possess and shall maintain in valid and current status during the term of this Agreement all required licenses, permits and certifications enabling each Party to provide the services set forth in this Agreement.
- 4.2. **Insurance.** Each Party shall maintain during the term of this Agreement, at its sole cost and expense, general and professional liability insurance in such amounts as are reasonable and customary in the industry to guard against those risks which are customarily insured against in connection with the operation of activities of comparable scope and size. Minimum coverage levels shall be \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Evidence of such insurance shall be provided upon request. Each Party shall notify the other Party within thirty (30) days of any material change or cancellation in any policy of insurance required to be secured or maintained by such Party.

Section 5: Liability

It is understood and agreed that neither of the Parties to this Agreement shall be liable for any negligent or wrongful act chargeable to the other unless such liability is imposed by a court of competent jurisdiction. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party against the other or against third parties. In the event of a claim for any wrongful or negligent act, each Party shall bear the cost of its own defense.

Section 6: Miscellaneous

- 6.1. **Non-Referral of Patients.** Neither Party is obligated to refer or transfer patients to the other and neither Party will receive any payment for any patient referred or transferred to the other Party.

6.2. **Relationship of the Parties.** The Parties enter into this Agreement as independent parties. Neither party shall have, nor represent itself to have, any authority to bind the other party or to act on its behalf. This Agreement does not confer any right to use any name, trade name, trademark, or other designation of either party to this Agreement (including contraction, abbreviation or simulation of any of the foregoing) in any way without the prior written consent of the other party.

6.3. **Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered or certified mail, return receipt requested or sent via a nationally recognized and receipted overnight courier service, to the Parties at their respective principal office of record as set forth below or designated in writing from time to time. No notice of a change of address shall be effective until received by the other Party:

Notices to the Transferring Hospital:
MetroSouth Medical Center
12935 S. Gregory St.
Blue Island, IL 60406
Attention: Executive Vice President

Notices to the Rush:

with a copy to:
Rush University Medical Center
Office of Legal Affairs
1700 West Van Buren Street, Suite 301
Chicago, Illinois 60612-3244
Attn: General Counsel

6.4. **Assignment.** Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other.

6.5. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter and may not be amended or modified except in a writing signed by both Parties.

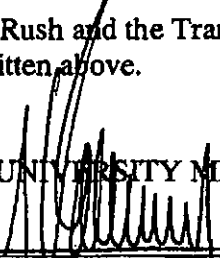
6.6. **Governing Law.** This Agreement shall be construed and all of the rights, powers and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Illinois; provided, however, that the conflicts of law principles of the State of Illinois shall not apply to the extent that they would operate to apply the laws of another state.


- 6.7. **Headings.** The headings of articles and sections contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
- 6.8. **Non-discrimination.** Neither Party shall discriminate against any individuals on the basis of race, color, sex, age, religion, national origin, or disability in providing services under this Agreement.
- 6.9. **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be in no way affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
- 6.10. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto, their respective successors and permitted assigns.
- 6.11. **Waiver.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, agreement, term or condition. Any Party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.
- 6.12. **Non-Exclusivity:** This Agreement is non-exclusive.
- 6.13. **Compliance with Laws:** At all times, both Parties shall comply with all federal, state and local laws, rules and regulations including, but not limited to the Health Insurance Portability and Accountability Act of 1996.
- 6.14. **Exclusion:** Transferring Hospital shall immediately notify Rush in the event it becomes an excluded individual from a government health care program.

Rush and the Transferring Hospital have executed this Agreement on the day and year first written above.

RUSH UNIVERSITY MEDICAL CENTER

METROSOUTH MEDICAL CENTER

By:  3/16/10
 J. Robert Clapp, Jr., FACHE
 Senior Vice President for Hospital Affairs
 Rush University Medical Center and
 Executive Director, Rush University Hospitals

By: 
 Date: 3/3/10

**TRANSFER AGREEMENT
BETWEEN
METROSOUTH MEDICAL CENTER
ADVOCATE HEALTH AND HOSPITALS CORPORATION
d/b/a ADVOCATE CHRIST MEDICAL CENTER
AND HOPE CHILDREN'S HOSPITAL**

This Agreement is made and effective as of the 28th day of July, 2009, between Advocate Health and Hospitals Corporation d/b/a Advocate Christ Medical Center and Hope Children's Hospital, an Illinois not-for-profit corporation ("MEDICAL CENTER"), and MetroSouth Medical Center, an Illinois for-profit corporation ("FACILITY").

WHEREAS, both parties to this agreement desire to assure continuity of care and treatment appropriate to the needs of each patient in the MEDICAL CENTER and the FACILITY, and to use the skills, resources and physical plant of both patient care at both the acute and post-acute stages of illness.

NOW, THEREFORE, IN CONSIDERATION of the mutual advantage occurring to the parties hereto, the MEDICAL CENTER and FACILITY hereby covenant and agree with each other as follows:

1. Autonomy. The Board of Directors of the MEDICAL CENTER and the Board of Directors of the FACILITY shall continue to have exclusive control of the management, assets and affairs of their institutions, and neither party by virtue of this Agreement shall assume any liability for any debts or obligations which have been or which may be incurred by the other party to this Agreement.
2. Transfer of Patients. Whenever the attending physician of any patient confined in the MEDICAL CENTER or in the FACILITY shall determine that a transfer of such patient from one of these institutions to the other is medically appropriate, the parties shall take whatever steps may be necessary to effect such a transfer in their admissions policies to patients requiring such transfer, subject to availability of bed space, and provided that all the usual conditions for admission are met. Each party shall give notice to the other party, as far in advance as possible, of responsibility of the institution and attending physician initiating transfer to arrange for appropriate and safe transportation. Further, it shall be their responsibility for arranging for the care of the patient during transfer. These responsibilities will cease when the patient has been physically admitted at the designation designated.
3. Medical Center Admissions Priority. In establishing its preference in admission policies for patients subject to transfer from the FACILITY in accordance with Article II, the MEDICAL CENTER shall be guided by its usual admission requirements.

In accordance with criteria for admission:

- A. Patients declared as emergencies by their attending physicians shall be admitted to the MEDICAL CENTER without delay.
- B. Patients not strictly emergent, but requiring early admission to the MEDICAL CENTER, shall be placed on the MEDICAL CENTER's urgent list.
- C. Elective cases shall be booked for future admission to the MEDICAL CENTER according to the established routine of the MEDICAL CENTER.

4. Facility Admissions Priority. In establishing its preference in admission policies for patients subject to transfer from the MEDICAL CENTER in accordance with Article II, the FACILITY shall be guided by the following plan:

- A. To admit the patient from the MEDICAL CENTER as promptly as possible, provided general admission requirements established by the institution are met.
- B. To give priority to re-admission of patients transferred from the FACILITY to the MEDICAL CENTER.

5. Interchange of Information. The parties shall interchange all pertinent medical records and other information which may be necessary or useful in the care and treatment of patients transferred between the parties or which may be relevant to determining whether such parties can be adequately cared for otherwise than in either the MEDICAL CENTER or FACILITY. All such information shall be provided by the transferring institution in advance, where possible, and in any event at the time of the transfer, and shall be recorded on a referral form which shall be mutually agreed upon by the parties. This information shall include but not be limited to current medical findings, diagnosis, rehabilitation potential, and a brief summary of the course of treatment followed in the MEDICAL CENTER or the care of the patient, ambulation status and pertinent administrative and social information.

6. Transfer of Personal Effects. Procedures for affecting the transfer of patients and their personal effects and valuables shall be developed and adhered to by both parties. These procedures will include, but are not limited to, the provision of information concerning such valuables, money, and personal effects transferred with the patient so that a receipt may be given and received for same.

7. Final Financial Arrangements. Charges for services performed by either party for patients transferred from the other party pursuant to this Agreement shall be collected by the party rendering such services directly from the patient, third party payors or from other sources normally billed. Neither party shall have any liability to the other for such charges, except to the

extent that such liability would exist separate and apart from the Agreement. Nor shall either party receiving a transferred patient be responsible for collecting any previously outstanding account receivable due the other party from such patient.

8. Insurance. Each party shall maintain professional and public liability insurance coverage in the amount of One Million Dollars (\$1,000,000.000) per occurrence or claim made with respect to the actions of its employees and agents connected with or arising out of services provided under this Agreement.

9. Independent Contractor. Nothing contained in this Agreement shall constitute or be construed to create a partnership, joint venture, employment, or agency relationship between the parties and/or their respective successors and assigns, it being mutually understood and agreed that the parties shall provide the services and fulfill the obligations hereunder as independent contractors. Further, it is mutually understood and agreed that nothing in this Agreement shall in any way affect the independent operation of either HOSPITAL or FACILITY. The governing body of HOSPITAL and FACILITY shall have exclusive control of the management, assets, and affairs at their respective institutions. No party by virtue of this Agreement shall assume any liability for any debts or obligations of a financial or legal nature incurred by the other, and neither institution shall look to the other to pay for service rendered to a patient transferred by virtue of this Agreement.

10. Nondiscrimination. The parties agree to comply with Title VI of the Civil Rights Act of 1964, all requirements imposed by regulations issued pursuant to that title, section 504 of the Rehabilitation Act of 1973, and all related regulations, to insure that neither party shall discriminate against any recipient of services hereunder on the basis of race, color, sex, creed, national origin, age or handicap, under any program or activity receiving Federal financial assistance.

11. Term and Termination. This Agreement shall commence on July 28, 2009, and shall automatically be renewed annually for one year periods unless terminated according to this Section 10. This Agreement may be terminated by either party at any time upon the giving of at least sixty (60) day's prior written notice. Notwithstanding any notice which may have been given, however, this Agreement shall be automatically terminated whenever either party shall have its license to operate revoked, suspended or non-renewed.

12. Notices. All notices required to be served under this Agreement may be served on any of the parties hereto personally or may be served by sending a letter duly addressed by registered or certified mail. Notices to be served on MEDICAL CENTER shall be served at or mailed to: Advocate Christ Medical Center and Hope Children's Hospital, attention President, with a copy to Chief Legal Officer, Advocate Health and Hospitals Corporation 2025 Windsor Drive, Oak Brook, Illinois 60521. Notices to be served on FACILITY shall be served at or mailed to: MetroSouth Medical Center, attention Executive Vice President, 12935 South Gregory, Blue Island, Illinois 60406, unless otherwise instructed.

13. Advertising and Publicity. Neither party shall use the name of the other party in any promotional or advertising material unless review and approval of those intended use shall be first be obtained from the party whose name is to be used.

14. Nonexclusive Clause. Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or contract with any other MEDICAL CETNER or FACILITY, or either a limited or general basis, while this Agreement is in effect.

15. Amendment. This Agreement may be amended, modified, or supplemented by agreement of both parties, but no such modification, amendment, or supplement shall be binding on either party unless and until the same is attached hereto in writing and signed by authorized officials of both parties.

16. Governing Law. All questions concerning the validity or construction of this Agreement shall be determined in accordance with the laws of Illinois.

IN WITNESS WHEREOF, this Agreement has been executed by MEDICAL CENTER and FACILITY on the date first written above.

**ADVOCATE HEALTH AND HOSPITALS CORPORATION
d/b/a ADVOCATE CHRIST MEDICAL CETNER AND HOPE CHILDREN'S
HOSPITAL**

By: K. W. Zuber
President

METROSOUTH MEDICAL CENTER

By: [Signature]
Executive Vice President

28943

PATIENT TRANSFER AGREEMENT

This Patient Transfer Agreement ("Agreement") is made and entered into effective as of the first day of October 2010 ("Effective Date") by and between MSMC Investors, LLC d/b/a MetroSouth Medical Center ("Hospital") and South Chicago Surgical Solutions ("Facility").

Witnesseth

Whereas, the Hospital is a licensed acute care hospital;

Whereas, Facility is a licensed outpatient surgery facility;

Whereas, under the provisions of Federal Regulations, Facility must be affiliated with a participating hospital to ensure that its patients who require inpatient hospitalization may be transferred to an appropriate facility;

Whereas, the Hospital and Facility have agreed that it is in the best interest of patient care and would promote the optimum use of patient care resources to enter into a patient transfer agreement between the two parties.

Therefore, in consideration of the promises, agreements and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purpose

This Agreement is intended to facilitate the decision-making process and transfer of patients of the Hospital and Facility. The criteria listed in Section 3.2 represent circumstances under which a patient may benefit from a transfer between the facilities. Although these criteria may represent the usual and customary practices of the Hospital and Facility for transferring patients, the ultimate authority and responsibility for a decision to transfer a patient rests with a patient's attending physician and shall be made on a case-by-case basis.

2. Term

The term of this Agreement shall commence on October 1, 2010 ("Commencement Date") and subject to Sections 2.1 and 2.2 will continue for a term of one (1) year. The term shall be automatically renewed for an additional one (1) year period unless earlier terminated as provided below.

Either party may terminate this Agreement at any time without cause by providing the other party with at least thirty (30) days prior written notice; provided, however, that each party promises to carry out its obligations under this Agreement incurred prior to the termination of the Agreement and to ensure the continuity of care to any patient already in the process of being transferred.

Either party may terminate this Agreement immediately if: a) the other party breaches this Agreement and such breach is not cured within thirty (30) days after receipt by the breaching facility of written notice of such breach; b) either facility is destroyed to such an extent that the patient care provided by the facility cannot be carried out adequately; c) either party loses its license or accreditation; or d) either party is no longer able to provide the services for which this Agreement was executed.

3. Patient Transfer

Patient Transfer Consultation Procedures. The attending physician of a patient shall determine whether it is appropriate for the patient to be transferred from the transferring facility to the receiving facility. When an attending physician determines that there is a need to transfer a patient from the transferring facility to the receiving facility, the transferring facility, in conjunction with the attending physician where appropriate, shall contact the receiving facility's staff to initiate the patient's transfer. All transfers shall be documented in accordance with the respective facility's policies. The facilities shall adopt protocols for follow-up procedures for patients transferred from the transferring facility to the receiving facility to ensure a continuum of quality medical care. Patients transferred from Facility must be stable for transfer. Unstable patients must be transferred via city-wide 911 emergency medical system.

Patient Transfer Guidelines. The specific circumstances under which the transferring facility shall transfer a patient or patients to the receiving facility are detailed on Exhibit A which is attached hereto and incorporated herein.

Consent to Transfer. The transferring facility shall be responsible for obtaining appropriate consent from a patient prior to initiating transfer of the patient from the transferring facility to the receiving facility.

Patient Transport. Unless other arrangements are made with the receiving facility, the transferring facility shall retain responsibility for arranging for the transportation of the patient being transferred from the transferring facility to the receiving facility, including selection of the mode of transportation and providing appropriate health care practitioner(s) to accompany the patient. The receiving facility's responsibility for the patient's care shall begin when the patient is received at the receiving facility.

Information to Accompany Transferred Patients. At the time a patient is transferred from the transferring facility to the receiving facility, the transferring facility shall send a copy of the patient's entire medical record with the patient, including evidence that the patient was transferred promptly and safely, and the physician's order authorizing the transfer of the patient. If any part of the patient's medical record is not available at the time of transfer, the transferring facility agrees to send the documents to the receiving facility as soon as they become available to the transferring facility. Medical information transferred will include current medical findings, diagnosis and rehabilitation potential, a brief summary of the course of treatment followed in the transferring facility, nursing and dietary information useful in the case of the patient, ambulation status and pertinent administrative and social information.

Return of Patients. The receiving facility agrees to transfer any patient transferred to its facility from the transferring facility back to the transferring facility, if appropriate, and with the consent of the patient, when the special care capabilities at the receiving facility are no longer required by the patient.

Patient's Ability to Pay. A patient's ability to pay for medical care shall not be a factor considered when determining the appropriateness of a patient transfer.

4. Provision of Information to Each Facility

Each facility shall provide the other facility with the names or classifications of persons authorized to initiate, confirm and accept the transfer of patients on behalf of the facilities. The receiving facility shall state specifically where transferred patients are to be delivered at its facility. The facilities agree to provide to each other information about new services and any changes in the types of patients and health conditions the receiving facility will accept and the transferring facility will transfer.

5. Payment for Services

Each facility shall be responsible for collecting payment for medical services rendered at its respective facility and by its staff.

6. Independent Contractor Status

Both facilities are independent contractors. Neither facility is authorized or permitted to act as an agent nor employee of the other facility and each facility shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other facility. Nothing in this Agreement shall in any way alter the freedom enjoyed by either facility, nor shall it in any way alter the control of the management assets and affairs of the respective facilities. Neither facility, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other facility pursuant to this Agreement.

7. Insurance and Indemnity

Each facility shall maintain general liability insurance covering itself and its employees providing services pursuant to the Agreement. Each facility shall maintain Workers' Compensation coverage for its employees performing service pursuant to this Agreement. Each facility shall provide to the other facility a certificate of insurance evidencing that such coverage is in effect during the term of this Agreement.

Each facility agrees to indemnify and hold harmless the other facility, its directors, officers, employees and agents from and against any and all claims, costs and expenses (including reasonable attorney fees), actions and/or liabilities 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, except to the extent caused by the negligence of the other party or its directors, officers, employees or agents.

8. Governing Law

This Agreement shall be governed and interpreted according to the laws of the State of Illinois.

9. Amendment

This Agreement may not be amended or modified except by a subsequent written agreement between duly authorized representatives of the Hospital and Facility.

10. Notice

Any notice required or allowed to be given hereunder shall be deemed to have been given upon deposit in the United States mail, registered or certified, or on the next business day after the date of mailing if given by nationally recognized air carrier, such as, but not limited to, Federal Express or DHL Express. Notices must be directed and addressed:

To Hospital:

MSMC Investors LLC d/b/a MetroSouth Medical Center
12935 S. Gregory Street
Blue Island, Illinois 60406
Attention: Chief Executive Officer

To Facility:

South Chicago Surgical Solutions
16450 104th Avenue
Orland Park, IL 60467
Attention: Chief Operating Officer

11. No Referrals

This Agreement does not create any obligations or requirements that the Hospital refer any patients to Facility or that Facility refer patients to the Hospital or to any hospital or affiliated extended care facility.

13. Binding Agreement

This Agreement constitutes the entire agreement between the Hospital and Facility with respect to the subject matter hereof and supersedes all prior proposals, negotiations, representations, drafts and other communications between the transferring facility and receiving facility with respect to the subject matter hereof, whether oral or written.

In Witness Whereof, Hospital and Facility have hereunto caused this Agreement to be executed as by law provided, the day and year first above.

MSMC Investors, LLC

South Chicago Surgical Solutions

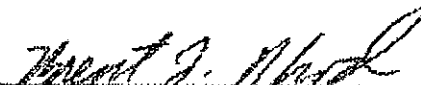
By: _____



Title: _____

CFO

By: _____



Title: _____

C.O.O. / SCS

BRENT J. RIDGE

Exhibit A

Transfer of Patients

When a patient's need for transfer from one of the above facilities to the other has been determined by the patient's physician, the institution to which the transfer is to be made agrees to admit the patient as promptly as possible. The transferring party agrees to assume responsibility for notifying the other party promptly of the impending transfer of a patient, arranging for appropriate and safe transportation and arranging for the care of patients during transfer.

Priority or Method of Selection of Patients

All patients admitted to the Hospital must be under the medical care of a member of the Hospital's medical staff. The decision as to whether or not a patient is qualified for treatment shall be made by the Hospital physician(s) attending that patient.

The Hospital agrees to admit the patient from the Facility as promptly as possible, depending upon urgency of need.

1. Patients declared as emergencies by the physician will be admitted without delay unless physical facilities absolutely do not so permit;
2. Patients categorized as urgent will be admitted as soon as possible; and
3. Elective cases will be booked and admitted according to the routine procedure of the Hospital.

The Facility agrees:

1. To admit the patient from the Hospital as promptly as possible, provided general admission requirements of the institution are met; and
2. To give priority to readmission of patients transferred from the extended care facility to the hospital.

All federal, state and local regulations and statutes are adhered to, including but not limited to HIPAA, EMTALA, IDPH and The Joint Commission.

Exhibit B.

To the extent that MSMC Investors, LLC, a Delaware limited liability company d/b/a MetroSouth Medical Center ("Covered Entity") discloses Protected Health Information to South Chicago Surgical Solutions ("BUSINESS ASSOCIATE") in connection with services or products provided to Covered Entity, or as otherwise required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Covered Entity and BUSINESS ASSOCIATE agree to the following terms and conditions, which are intended to comply with HIPAA and its implementing regulations:

1.1 **1. General Terms and Conditions**

(a) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164.

(b) "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164.

(c) Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the Privacy Rule and Security Rule, including 45 CFR §160.103 and 164.501.

2. Obligations and Activities of BUSINESS ASSOCIATE

(a) BUSINESS ASSOCIATE agrees to not use or disclose Protected Health Information other than as permitted or required by this BA Agreement or as Required By Law.

(b) BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this BA Agreement.

(d) BUSINESS ASSOCIATE agrees to report to Covered Entity's Privacy Official any use or disclosure of the Protected Health Information not provided for by this BA Agreement.

(e) BUSINESS ASSOCIATE agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this BA Agreement to BUSINESS ASSOCIATE with respect to such information.

(f) To the extent BUSINESS ASSOCIATE has Protected Health Information in a Designated Record Set, and only to the extent required by HIPAA, BUSINESS ASSOCIATE agrees to provide access, at the request of Covered Entity to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 C.F.R. § 164.524.

(g) BUSINESS ASSOCIATE agrees to make any amendment(s) to Protected Health Information in its possession contained in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity.

(h) BUSINESS ASSOCIATE agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) BUSINESS ASSOCIATE agrees to document such disclosures of Protected Health Information in its possession and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

(j) BUSINESS ASSOCIATE agrees to provide to Covered Entity information collected in accordance with Section 2(i) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

(k) BUSINESS ASSOCIATE agrees to, subject to subsection 5.3(2) below, return to the Covered Entity or destroy, within fifteen (15) days of the termination of this Agreement, the Protected Health Information in its possession and retains no copies.

(l) BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to either party, of a use or disclosure of Protected Health Information in violation of this BA Agreement.

3. Permitted Uses and Disclosures of Protected Health Information by Business Associate

3.1 General Use and Disclosure Provisions

Except as otherwise limited in this BA Agreement, BUSINESS ASSOCIATE may use or disclose Protected Health Information obtained from or on behalf of Covered Entity to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this BA Agreement, provided that such use or disclosure complies with HIPAA. BUSINESS ASSOCIATE acknowledges and agrees that it acquires no title or rights to the Protected Health Information, including any de-identified information, as a result of this BA Agreement.

3.2 Specific Use and Disclosure Provisions

(a) BUSINESS ASSOCIATE may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity and fulfill its obligations under any underlying agreement with Covered Entity, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by the Covered Entity.

(b) BUSINESS ASSOCIATE may use and disclose Protected Health Information for the proper and necessary management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of BUSINESS ASSOCIATE, provided that, as to any such disclosure, the following requirements are met:

(i) the disclosure is Required By Law; or

(ii) BUSINESS ASSOCIATE obtains reasonable assurances from the person or entity to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this BA Agreement, BUSINESS ASSOCIATE may use Protected Health Information to provide Data Aggregation services to Covered Entity.

4. Security of Electronic Protected Health Information

In addition to its overall obligations with respect to Protected Health Information, to the extent required by the Security Rule, BUSINESS ASSOCIATE will:

4.1 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA;

4.2 Ensure that any agent, including a subcontractor, to whom it provides such electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it; and

4.3 Except for Security Incidents required to be reported under Section 2 of this BA Agreement, Provide aggregate reports to Covered Entity regarding any security incident of which it becomes aware in a frequency mutually agreeable to the parties.

5. Survival and Termination

5.1 Survival

BUSINESS ASSOCIATE's obligations under this BA Agreement shall survive the termination of this BA Agreement and shall end when all of the Protected Health Information provided by Covered Entity to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is infeasible to return or destroy Protected Health

Information, protections are extended to such information, in accordance with the termination provisions in this Section.

5.2 Termination for Cause

Upon Covered Entity's knowledge of a material breach by BUSINESS ASSOCIATE, Covered Entity shall provide written notice to BUSINESS ASSOCIATE and may terminate this BA Agreement and any underlying agreement with BUSINESS ASSOCIATE if BUSINESS ASSOCIATE does not cure the breach or end the violation within 30 days from the time of discovery.

5.3 Effect of Termination

(1) Except as provided below in paragraph 5.3(2) of this BA Agreement, upon termination of this Agreement, for any reason, BUSINESS ASSOCIATE shall return or destroy all Protected Health Information received from Covered Entity, or created or received by BUSINESS ASSOCIATE on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE shall retain no copies of the Protected Health Information.

(2) In the event that BUSINESS ASSOCIATE determines that returning or destroying the Protected Health Information is infeasible, BUSINESS ASSOCIATE shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible, and, if Covered Entity determines that return or destruction is infeasible, BUSINESS ASSOCIATE shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE maintains such Protected Health Information. If it is infeasible for BUSINESS ASSOCIATE to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, BUSINESS ASSOCIATE must provide a written explanation to Covered Entity and require the subcontractors and agents to agree in writing to extend any and all protections, limitations and restrictions contained in this BA Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this BA Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

6. Interpretation and Amendment of this BA Agreement

A reference in this BA Agreement to a section of the Privacy Rule means the section as in effect or as amended. Any ambiguity or inconsistency in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule. The parties hereto agree to negotiate in good faith to amend this BA Agreement from time to time as is necessary for Covered Entity to comply with the

requirements of the Privacy Rule and HIPAA and for BUSINESS ASSOCIATE to provide services to Covered Entity. However, no change, amendment, or modification of this BA Agreement shall be valid unless it is set forth in writing and agreed to by both parties.

7. No Third Party Rights


The parties to this BA Agreement do not intend to create any rights in any third parties.

8. Notices

Any notice required or permitted by this BA Agreement to be given or delivered shall be in writing and shall be deemed given or delivered if delivered in person, or sent by courier or expedited delivery service, or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile (if confirmed), to the address set forth below. Each party may change its address for purposes of this BA agreement by written notice to the other party.

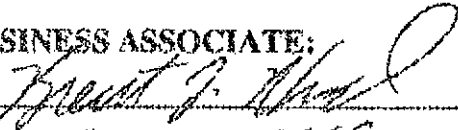
IN WITNESS WHEREOF, the parties have executed this BA Agreement, effective October 1, 2010.

COVERED ENTITY:

By: 
Title: CFO
Date: 9-1-2010

Address: 12935 South Gregory
Blue Island, Illinois 60406
Facsimile: 708-389-9480

BUSINESS ASSOCIATE:

By: 
Title: C.P.O., SCSS
Date: 8/27/10

BRENT J. RHODE

Address: 16450 104th Avenue
Orland Park, IL 60467

BRENT.RHODE@HOTMAIL.COM
Facsimile: 708-364-8443

JANUARY 2010
 Cervical Health Awareness Month
 National Eye Care Month
 National Birth Defects Prevention Month
 National Radon Action Month
 Thyroid Awareness Month

DATE & TIME	LOCATION & ADDRESS	EVENT NAME	DESCRIPTION	CONTACT
Friday, January 1 11am-3pm	MetroSouth Fitness & Lifestyle Center 2310 York Street Blue Island, IL	Free Heart Screenings on New Year's Day	Residents of Chicago can ring in the New Year with a free heart exam. The heart check up (18 and older) will include a series of tests, including EKG exercise test, blood pressure test, and blood work to measure cholesterol, triglycerides and glucose levels. Percentage of body fat will be measured and participants will receive a comprehensive report including summary of their cardiac risk factors. Refreshments and healthy snacks will be served.	Fitness & Lifestyle Center 708-597-2000 x5615
NATIONAL FOLIC ACID AWARENESS WEEK				
January 4 thru 10	Calumet Township Senior Center	Senior Healthy Living / Free Health Screening	Business Development. Blood pressure screening, information on hospital programs and Aetna Medicare Part "B" presentation.	Mella 708-388-6606 Cecilia Miramontes 708-489-7926
Friday, January 8 10:30am-12noon	12633 So. Ashland Calumet Park, IL			
Tuesday, January 12 8am-3pm	MetroSouth Medical Center Mezzanine Level - Room B & C	Blood Drive / Free Health Screening	Hospital Program. MetroSouth in collaboration with Life Source Blood Services will hold a blood drive. Donors must present a picture ID to donate blood.	Jose Garbay 708-489-7925
Tuesday, January 12 11am-1pm	Bethany Union Church 1750 West 103rd Street Chicago, IL	Lecture	Business Development. "How to Have the Quality of Life You Deserve. Questions You are too Embarrassed to Ask Your Doctor" with Dr. Miranda Huffman	Betsy Beckmann 708-489-7929

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JANUARY 2010
 Cervical Health Awareness Month
 National Eye Care Month

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 National Radon Action Month
 Thyroid Awareness Month

Tuesday, January 12 2pm-4pm	Riverdale Manor Senior Apts. 14422 So. Indiana Riverdale, IL	Senior Healthy Living / Free Health Screening	Business Development. Blood pressure & glucose screening, PSA screening and information on hospital programs and South Holland Health Center.	Pat Miller 708-841-9919 Cecilia Miramontes 708-489-7926
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JANUARY 2010
Cervical Health Awareness Month
National Eye Care Month

National Birth Defects Prevention Month
National Radon Action Month
Thyroid Awareness Month

Thursday, January 14 12noon-1:30pm	MetroSouth Medical Center Mezzanine Level - Room B & C	Lunch and Learn	Business Development. "Sleep Disorders" with Dr. Prakash Vaishnav & Dr. Anas Nahhas. RSVP by January 8th to 708-489-7929. Videotaped lecture available for third shift.	Betsy Beckmann 708-489-7929
Friday, January 15 11am-1pm	MetroSouth Medical Center Mezzanine Level - Room B & C	Information Session	Business Development. Senior Suites - Fay's Point and "Ask the Doctor" segment with Dr. St. Jean.	Betsy Beckmann 708-489-7929
Saturday, January 16 3pm-6pm	115 Bourbon Street 3359 W. 115th Street Merrionette Park, IL	Re-Election Campaign Kickoff Reception	Business Development. Kevin C. Joyce, State Representative of the 35th District Re-Election Campaign Kickoff with Dr. Huffman and Dr. Macklin.	Sandra Wilks 708-597-2000
Tuesday-Friday January 19-22 11am-2pm	MetroSouth Medical Center Mezzanine Level - Café Metro	Humanitarian Efforts for Haiti	Hospital Program. A "Mobilizing for Haiti" campaign donation table will be set-up in the hospital cafeteria and Images Boutique will accept "drop off" items of basic needs for the Haitian capital, Port-au-Prince and the southeastern regions that were devastated by the recent earthquake. To donate emergency medical equipment and/or supplies contact the MetroSouth South Holland clinic.	Dr. Yves-Mario Piverger 773-793-7481 Cecilia Miramontes 708-489-7926

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 National Radon Action Month
 Thyroid Awareness Month

Wednesday, January 20 10am-11:30am	MetroSouth Medical Center Marketing & Community Relations Conference Room, 2nd floor	Career Day - St. Benedict's School	Business Development. St. Benedict's School 3rd Graders tour of different departments at MetroSouth Medical Center.	Jill Wolf 708-489-7931
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ATTACHMENT 19C

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 Cervical Health Awareness Month
 National Eye Care Month
 National Birth Defects Prevention Month
 National Radon Action Month
 Thyroid Awareness Month

Wednesday, January 20 10am-1pm	Mexican Consulate 204 S. Ashland Chicago, IL	Free Health Screenings	Business Development. Susan B. Komen Breast Cancer pre/post screening, information on family planning and IBCCP grant-funded programs.	Anna Vega 312-738-2383 Cirthia Ramirez 708-489-7940
Wednesday, January 20 2pm-4pm	Crestwood Care Centre 14255 So. Cicero Crestwood, IL	1st Annual FREE Open House	Business Development. "Ask the Doctor" segment with Dr. McCollough and table of information on MetroSouth Health Centers.	Monica 708-371-0400 Lili Mejia 708-489-7923
Thursday, January 21 11am-1pm	Southeast CEDA 3518 W. 139th St. Robbins, IL	Community Healthy Living / Free Health Screening	Business Development. Blood pressure & glucose screening and information on hospital programs.	Anthony Welch 708-371-1522 Cecilia Miramontes 708-489-7926
Friday, January 22 1pm-4pm	MetroSouth Medical Center Mezzanine Level - Room B & C	All Kids - DHS Training Winter Tour	Business Development. MetroSouth Medical Center in collaboration with the Illinois Department of Health Services "All Kids" programs and other state agencies will be in a training tour.	Lili Mejia 708-489-7923
Monday, January 25 9am-12noon	St. Benedict's School 2324 New Street Blue Island, IL	Mini-Health Careers Fair for K - 8th Graders	Business Development. Demonstration of various aspects of health-related fields as well as "keeping yourself healthy" with Dr. McCollough "You Can Be A Surgeon" + "You Can Be A First Aid Responder/Rescuer"; Dr. Bellar "You Can Be A Cardiologist"; Dr. Huffman "You Can Be A Lung Specialist" + "You Can Be A Physical Therapist"; Dr. St. Jean "You Can Be A Nutritionist" and a ED nurse will also be giving a safety presentation.	Betsy Beckmann 708-489-7929

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JANUARY 2010
 Cervical Health Awareness Month
 National Eye Care Month
 National Birth Defects Prevention Month
 National Radon Action Month
 Thyroid Awareness Month

Monday, January 25 10am-11:30am	Josephine P. Argento Senior Center 1700 Memorial Drive Calumet City, IL	Senior Healthy Living / Free Health Screening	Business Development. Blood pressure and glucose screening, "Ask the Doctor" segment with Dr. Gray-White and information on hospital programs.	Connie Gryzbowski 708-832-1208 Lil Mejia 708-489-7923
Tuesday, January 26 5pm-7pm	Orland Township 14708 So. Ravinia Orland Park, IL	"FREE" PSA Screening	Business Development. Free PSA screening.	Nancy 708-403-4222 YaSiang Wai 708-489-7941
Wednesday, January 27 8:30am-10:30am	Orland Township 14708 So. Ravinia Orland Park, IL	Senior Healthy Living / Free Health Screening	Business Development. Cholesterol, Blood pressure and glucose screening. Information on hospital programs and "Ask the Doctor" segment.	Nancy 708-403-4222 Cecilia Miramontes 708-489-7926
Thursday, January 28 1pm-2pm	Blue Island City Hall East Annex 2434 Vermont St Blue Island, IL	Fay's Point Orientation	Business Development with Dr. Khan.	Cecilia Miramontes 708-489-7926
Wednesday, January 27 1pm-3pm	MetroSouth Medical Center Mezzanine Level - Room B & C	State of Illinois All Kids Overview	Hospital Program. In-service training on the State of Illinois All-Kids Program.	Lil Mejia 708-489-7923
Friday, January 29 12noon-12:55pm 1pm-2pm 7pm-8pm	MetroSouth Medical Center Mezzanine Level - Room B & C	Employees Wellness Campaign	Hospital Program. The Human Resources Department continues the Employee Wellness Campaign with a Weight Loss Presentation with Dr. Huffman.	Eiise Madrigal 708-489-5257

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JANUARY 2010
 Cervical Health Awareness Month
 National Eye Care Month

National Birth Defects Prevention Month
 National Radon Action Month
 Thyroid Awareness Month

Legend:				
Blue - Business Development				
Red - Grant Focus				
Green - Hospital Programs				

ATTACHMENT 19C

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FEBRUARY 2010
 American Heart Month
 National Wise Health Consumer Month

National Children's Dental Health Month

DATE & TIME	LOCATION & ADDRESS	EVENT NAME	DESCRIPTION	CONTACT
Wednesday, February 3 9am-1pm	Centro Comunicario Juan Diego 8812 S. Commercial Chicago, IL	Free Health Screenings	Business Development. Susan B. Komen Breast Cancer pre/post screening, information on family planning and IBCCP grant-funded programs.	Olivia Hernandez 773-931-0109 Cinthia Ramirez 708-489-7940
Friday, February 5 10am-2pm	MetroSouth Medical Center Main Lobby 12935 S. Gregory Street Blue Island, IL	NATIONAL WEAR RED DAY	Business Development. Information of healthy hearts.	Cecilia Miramontes 708-489-7926
Saturday, February 6 10am-1pm	MetroSouth Medical Center Main Lobby 12935 S. Gregory Street Blue Island, IL	Know Your Numbers by Heart Campaign Launch	Business Development. The campaign will kick off with a heart-healthy celebration with Andy Avalos, NBC5 meteorologist; Jeanne Sparrow, WCJU-TV's morning host of "You and Me This Morning"; Donald Pelouquin, Mayor of Blue Island; Patrick Kitching, Mayor of Alsip; Senator Ed Maloney, and other community leaders. Complimentary heart screenings (BMI, Blood pressure, Glucose, Cholesterol) will be offered, refreshments, healthy food from local restaurants and raffle prizes.	Cecilia Miramontes 708-489-7926
Tuesday, February 9 9am-11am	Blue Island Park District Banquet Hall 12804 S. Highland Ave Blue Island, IL	Know Your Numbers by Heart / Free Health Screenings	Business Development. Cholesterol, Glucose, BMI, Blood pressure and Q & A with Dr. St. Jean.	Cecilia Miramontes 708-489-7926
Thursday, February 11 9am-11am	South Holland Health Center 401 E. 162nd St., Suite 207 South Holland, IL	Know Your Numbers by Heart	Business Development. Cholesterol, Glucose, BMI, Blood pressure screenings and Q & A with Dr. Bellar.	Jill Wolf 708-489-7931
Monday, February 15 12noon-4pm	DD Eisenhower High School 12700 Sacramento Ave Blue Island, IL	Heart Screenings	Business Development. BMI, Blood pressure, Glucose, Cholesterol screenings and information on healthy hearts.	Betsy Beckmann 708-489-7929
Tuesday, February 16 9am-11am 4pm-5:30pm	Morgan Park Health Center 1701 W. Monterey (111th & Vincennes) Chicago, IL	Know Your Numbers by Heart	Business Development. Cholesterol, Glucose, BMI, Blood pressure and Q & A with Dr. Gray-White.	Lili Mejia 708-489-7923

FEBRUARY 2010
 American Heart Month
 National Wise Health Consumer Month

National Children's Dental Health Month

Tuesday, February 16 3pm-6pm	Thornwood High School 17101 S. Park Avenue South Holland, IL	Free Health Screenings	Business Development. Blood pressure, BMI & Glucose screenings.	Jill Wolf 708-489-7931
Tuesday, February 16 4pm-5:30pm	Morgan Park Health Center 1701 W. Monterey (111th & Vincennes) Chicago, IL	Know Your Numbers by Heart	Business Development. Cholesterol, Glucose, BMI, Blood pressure and Q & A with Dr. Macklin.	Lil Mejia 708-489-7923
Tuesday, February 16 5:30pm-7pm	Morgan Park Health Center 1701 W. Monterey (111th & Vincennes) Chicago, IL	Know Your Numbers by Heart	Business Development. Cholesterol, Glucose, BMI, Blood pressure and Q & A with Dr. Brister-Brown.	Lil Mejia 708-489-7923
Wednesday, February 17 10am-1pm	Mexican Consulate 204 S. Ashland Chicago, IL	Free Health Screenings	Business Development. Susan B. Komen Breast Cancer pre/post screening, information on family planning and IBCF grant-funded programs.	Anna Vega 312-738-2383 Cinthia Ramirez 708-489-7940

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FEBRUARY 2010
 American Heart Month
 National Wise Health Consumer Month

National Children's Dental Health Month

Thursday, February 18 11:00am-1:00pm	MetroSouth Medical Center Mezzanine Conference Room B & C	Senior Lecture Series	Business Development. Stroke Signs, Prevention and Recovery with Dr. Barbara Bellar. RSVP by February 10th. A light lunch will be served.	Betsy Beckmann 708-489-7929
Tuesday, February 23 9am-11am	Alsip Health Center 12246 S. Pulaski Alsip, IL	Know Your Numbers by Heart	Business Development. Cholesterol, Glucose, BMI, Blood pressure screenings and Q & A with Dr. Huffman.	Betsy Beckmann 708-489-7929
Tuesday, February 23 4pm-7pm	Alsip Health Center 12246 S. Pulaski Alsip, IL	Know Your Numbers by Heart	Business Development. Cholesterol, Glucose, BMI, Blood pressure screenings and Q & A with Dr. McCollough.	Betsy Beckmann 708-489-7929
Wednesday, February 24 9am-11am 4pm-7pm	MetroSouth Medical Center Main Lobby 12935 S. Gregory Street Blue Island, IL	Heart Screenings	Business Development. Cholesterol, Glucose, BMI and Blood pressure screenings.	Cecilia Miramontes 708-489-7926
Wednesday, February 24 1pm-3pm	Walmart 9265 W. 159th St. Orland Park, IL	Orland Township Health Services FREE screenings	Business Development. Blood pressure screening and information on hospital programs.	Caitlin McElroy 708-403-4222 Cecilia Miramontes 708-489-7926
Friday, February 26 9am-1pm	Centro Comunitario Juan Diego S. Commercial Chicago, IL 8812	Mini Health Fair / Free Health Screenings	Business Development. Glucose screening, PSA & information on hospital programs and health centers.	Ofelia 773-773-0109 Cecilia Miramontes 708-489-7926

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FEBRUARY 2010
 American Heart Month
 National Wise Health Consumer Month

National Children's Dental Health Month

Saturday, February 27 9:30am-3:30pm	Prairie Jr. High School 11910 S. Kostner Ave Alsip, IL	Free Health Screenings	Business Development. BMI, Blood pressure, PSA screenings, Breast self-exam demonstration and information on family planning with Dr. Huffman and Dr. McCollough.	Betsy Beckmann 708-489-7929
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Legend:
 Blue - Business Development
 Red - Grant Focus
 Green - Hospital Programs

ATTACHMENT 19C

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American Stroke Month
National Arthritis Awareness Month

MAY 2010
National Asthma and Allergy Awareness Month

National High Blood Pressure Education Month
National Physical Fitness and Sports Month

DATE	LOCATION & ADDRESS	EVENT NAME	DESCRIPTION	CONTACT
Saturday, May 1 12:30pm - 4:30pm	Sutherland School 10015 So. Leavitt St. Chicago, IL	Festival De la Mode	Business Development. Germ machine and BMI screenings. "Ask the Doctor" segment with Drs. Pivnerger, Brister-Brown, Gray-White and Macklin. Events include a fashion show, french narration dance, "authentic" french food and more.	Cecilia Miramontes 708-489-7926
Saturday, May 1 5pm - 7pm	Franklin Framing 12019 S. Western Ave Blue Island, IL	Art Show	Franklin Framing exhibits entries from the Friends of the Forest Preserves' Photo Contest showcasing the Forest Preserves of Cook County in all their beauty and complexity - from sweeping landscapes to half-inch spiders.	Greg Loochow 708-389-0000
May 1-7	NATIONAL PHYSICAL EDUCATION AND SPORT WEEK			
May 2-8	NORTH AMERICAN OCCUPATIONAL SAFETY AND HEALTH WEEK			
May 2-8	CHILDREN'S MENTAL HEALTH AWARENESS WEEK			
Monday, May 3 3pm - 4:30pm	Ingalls Memorial Hospital North Building, 1st Floor Dining Room 155th and Wood Street Harvey, IL	Stroke Club Support Group	Hospital Program. Ingalls Hospital presents a lecture on "National Stroke Awareness".	Stephanie Cunnane 708-597-2000 ext 4375
Wednesday, May 5 9am - 1pm	Juan Diego Comunifano 8812 S. Commercial Chicago, IL	FREE Health Screening	Grant Focus. Susan G. Komen Breast Cancer pre/post screenings, information on Family Planning & IBCCP grant-funded programs.	Olivia Hernandez 773-931-0109 Cynthia Ramirez 708-489-7940
Thursday- Wednesday May 6-12	MetroSouth Medical Center	NATIONAL NURSES WEEK		
Friday, May 7 9am - Noon	First Midwest Bank 12015 S. Western Blue Island, IL	FREE Health Screening	Business Development. Blood pressure, Glucose, BMI screenings and information on hospital programs.	Tonie Ebeling 708-489-3868 Cecilia Miramontes 708-489-7926
Saturday, May 8	Meadows Golf Club - Blue Island 123rd St Island, IL	Golf Outing	Business Development. MetroSouth Medical Center co-sponsors the Father Edward Connors Memorial Golf Outing.	Cecilia Miramontes 708-489-7926

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May 9-15	FOOD ALLERGY AWARENESS WEEK		
May 9-15	NATIONAL ALCOHOL- AND OTHER DRUG-RELATED BIRTH DEFECTS WEEK		
Sunday-Saturday, May 9-15	MetroSouth Medical Center	NATIONAL HOSPITAL & HEALTHCARE WEEK	
Monday, May 10 10am - 11am	MetroSouth Medical Center - Chapel 1st floor	Bereavement Support Group	Hospital Program. Passages, an ongoing support group for adults, focusing on group bereavement support, arriving to wellness and stages of grief process. Bi-Monthly.
Monday, May 10 3pm - 6pm	Marist High School 4200 W. 115th St Chicago, IL	SPORTLINK - School Physicals	Business Development. Dr. Brister Brown and Dr. Gray-White
May 10th	NATIONAL WOMEN'S CHECK-UP DAY		
May 10-16	NATIONAL STUTTERING AWARENESS WEEK		
Tuesday, May 11 6:30pm - 8:30pm	MetroSouth Medical Center - Main Lobby	Women's Health Program	Business Development. Leading experts will share tips on diet, exercise, fertility, and other pre-conception concerns. All attendees will receive a complimentary gift and a pre-conception consultation with an obstetrician. Call 708-489-7927 to register for this FREE event.
Wednesday, May 12 9:30am - Noon	MetroSouth Medical Center - B & C Conference Room - Mezzanine Level	FREE Health Screening / Lecture Series	Hospital Program. "Living with Diabetes: Where Do I Start?" Blood pressure, Cholesterol, Glucose and BMI screening (9:30am-10:30am), Lecture (11am-Noon) with Susan Bettenhausen, Diabetes Educator; a registered pharmacist and certified nutritionist. RSVP by May 3rd. A light lunch will be served courtesy of Abbott Diabetes Care.
Wednesday, May 12 6pm - 8pm	Paul Revere Primary 2300 W. 123rd Place Blue Island, IL	Mother's Day Health Fair / Lecture	Business Development. Blood pressure screenings, information on hospital programs and nutrition & stroke prevention. Dr. Lindsay with lecture on hypertension and living with diabetes.
			Cecilia Miramontes 708-489-7926
			Cecilia Miramontes 708-489-7926

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FIBROMYALGIA AWARENESS DAY

May 12th					
Thursday, May 13 9am - 1pm	Jiliana Christian High School 2261 Indiana Ave Lansing, IL	SPORTLINK - School Physicals	Business Development. Dr. Piverger, Dr. Jablonska and Dr. Khan.	Cecilia Miramontes 708-489-7926	
Thursday, May 13 6:30pm - 7:30pm	MetroSouth Medical Center - Chapel 1st floor	Bereavement Support Group	Hospital Program. Passages, an ongoing support group for adults, focusing on group bereavement support, arriving to wellness and stages of grief process. Bi-Monthly.	Sr. Ann Marie 708-385-0372 x-7126 or Christina Belances, LCSW 708-385-0372 x-7124	
Saturday, May 15 5pm - 9pm	115 Bourbon Street 3359 W. 115th Street Merrionette Park, IL	BIG Event 2010	Business Development. MetroSouth sponsorship, food, LIVE entertainment, children activities and raffle.	Melanie Jones 708-371-9700 ext 206 Cecilia Miramontes 708-489-7926	
Monday-Friday, May 17-21	MetroSouth Medical Center	EMERGENCY MEDICAL SERVICES WEEK Cholesterol screenings. Thursday, May 20th (10am-1pm)			
Tuesday, May 18 2:30pm - 6pm	Thorndridge High School 15000 Cottage Grove Dolton, IL	SPORTLINK - School Physicals	Business Development. Dr. Piverger, Dr. Jablonska and Dr. St. Jean.	Cecilia Miramontes 708-489-7926	
Wednesday, May 19 10am - 1pm	Mexican Consulate 204 S. Ashland Chicago, IL	FREE Health Screening	Grant Focus. Susan G. Komen Breast Cancer pre/post screenings, information on Family Planning & IBCCP grant-funded programs.	Anna Vega 312-738-2383 Cinthia Ramirez 708-489-7940	
Wednesday, May 19 10am - 1pm	G. C. America 3737 W. 122nd Street Alsip, IL	Employee Health & Fitness Fair	Business Development. Blood pressure, glucose, cholesterol, BMI screenings and information on hospital programs / Alsip Health Center.	Debra Murphy 708-926-3018 Cecilia Miramontes 708-489-7926	
Wednesday, May 19 2:15pm - 6:30pm	Thorntwood High School 17101 So. Park Ave South Holland, IL	SPORTLINK - School Physicals	Business Development. Dr. Piverger, Dr. Jablonska and Dr. Ballar.	Cecilia Miramontes 708-489-7926	

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American Stroke Month
National Arthritis Awareness Month

MAY 2010
National Asthma and Allergy Awareness Month

National High Blood Pressure Education Month
National Physical Fitness and Sports Month

NATIONAL EMPLOYEE HEALTH & FITNESS DAY			
WORLD HEPATITIS DAY			
May 19th			
Thursday, May 20 2:30pm - 6pm	Thorton Township High School 15001 Broadway Ave Harvey, IL	SPORTLINK - School Physicals	Business Development. Dr. Piverger, Dr. Jablonska and Dr. Bellar. Cecilia Miramontes 708-489-7926
Monday, May 24 4pm - 6pm	Fay's Point 13021 So. Ashland Chicago, IL	Meet & Greet	Business Development. "Ask the Doctor" segment with Dr. Barbara Bellar & Dr. Zahraia St. Jean. Katrina Henderson 708-293-0333 Cecilia Miramontes 708-489-7926
Wednesday, May 26 3:15pm - 6pm	Southwest Chicago Christian High School 12001 So. Oak Park Ave Palos Heights, IL	SPORTLINK - School Physicals	Business Development. Dr. Lindsay and Dr. St. Jean. Cecilia Miramontes 708-489-7926
May 26th	NATIONAL SENIOR HEALTH & FITNESS DAY		
Thursday, May 27 12noon - 3pm	Oak Lawn Community High School 9400 Southwest Hwy Oak Lawn, IL	SPORTLINK - School Physicals	Business Development. Dr. Huffman and Dr. Lindsay. Cecilia Miramontes 708-489-7926
May 31st	WORLD NO TOBACCO DAY		

Legend:
Blue - Business Development
Red - Grant Focus
Green - Hospital Programs

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JUNE 2010
Happy Father's Day

DATE	LOCATION & ADDRESS	EVENT NAME	DESCRIPTION	CONTACT
Tuesday, June 1 10:00am - 1:00pm	Meadows Golf Club - Blue Island 2802 123rd St Blue Island, IL	Annual Chamber Golf Outing	Business Development. MetroSouth Medical Center co-sponsors the Blue Island Chamber of Commerce Annual Golf Outing.	Cecilia Miramontes 708-489-7926
Wednesday, June 2 10:00am - 1:00pm	Mexican Consulate 204 S. Ashland Chicago, IL	FREE Health Screenings	Grant Focus. Susan G. Komen breast cancer pre/post screenings, information on Family Planning & IBCCP grant-funded programs.	Anna Vega 312-738-2383 Cynthia Ramirez 708-489-7940
Friday, June 4 9:00am - 10:00am	Heritage I 11949 S. Ridgeway Alsip, IL	Senior Healthy Living / FREE Health Screenings	Business Development. Blood pressure & cholesterol screenings. Information on stroke prevention & management and information on hospital programs and the Alsip Health Center.	Cecilia Miramontes 708-489-7926
Friday, June 4 10:30am - 11:30am	Heritage II 3715 W. 123rd Place Alsip, IL	Senior Healthy Living / FREE Health Screenings	Business Development. Blood pressure & cholesterol screenings. Information on stroke prevention & management and information on hospital programs and the Alsip Health Center.	Cecilia Miramontes 708-489-7926
Friday, June 4 11:00am - 2:00pm	MetroSouth Medical Center Park/Pavilion York & Western Blue Island, IL	TGIF Picnic at MetroSouth	Business Development. MetroSouth Medical Center co-sponsors with the City of Blue Island every Friday with a summer full of music, games, food & more.	Rita Pacyga 708-398-5735 Cecilia Miramontes 708-489-7926
Saturday, June 5 8:30am - 6:00pm	Dwight D. Eisenhower High School 12700 Sacramento Blue Island, IL	Expungement Summit / FREE Health Screenings	Business Development. Blood pressure, glucose, body mass index, cholesterol and PSA screenings. Information on stroke, nutrition, heart disease, HIV testing & counseling. Breast self-exam demonstrations, information on All Kids / Family Care Insurance, IBCCP and Family Planning and information on hospital programs.	Cecilia Miramontes 708-489-7926
June 5th	WORLD ENVIRONMENT DAY			
June 6th	NATIONAL CANCER SURVIVORS DAY			
June 6-12	NATIONAL HEADACHE AWARENESS WEEK			

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JUNE 2010
Happy Father's Day

Wednesday, June 7 9:00am - 1:00pm	Juan Diego Comunitario 8812 So. Commercial Chicago, IL	FREE Health Screenings	Grant Focus. Susan G. Komen breast cancer pre/post screenings, information on Family Planning & IBCCP grant-funded programs.	Olivia Hernandez 773-931-0109 Cynthia Ramirez 708-489-7940
Monday, June 7 3:00pm - 4:30pm	MetroSouth Medical Center - Private Dining Room	Stroke Club Support Group	Hospital Program. National Stroke Awareness with Dr. Barbara Bellar.	Stephanie Cunnane 708-597-2000 ext 4375
Wednesday, June 9 11:00am - 1:00pm	Salvation Army 2900 W. 127th Street Blue Island, IL	Senior Healthy Living / FREE Health Screenings	Business Development. Blood pressure screening and mini-lecture on stroke prevention with Dr. St. Jean.	Cecilia Miramontes 708-489-7926
Thursday, June 10 7:30am - 5:30pm	Green Garden Country Club 9511 W. Manhattan- Monroe Road Frankfort, IL	Annual Golf Classic	Business Development. MetroSouth Medical Center donates to the Chicago Southland Chamber of Commerce Golf Classic.	Cecilia Miramontes 708-489-7926
Thursday, June 10 10:00am - 2:00pm	Haymarket Center 943 W. Washington Chicago, IL	Men's Annual Health Fair / FREE Health Screenings	Grant Focus. PSA screening and information on grant-funded programs.	Justin Woolley 312-446-3584 jwoolley@hcenter.org Cecilia Miramontes 708-489-7926
Thursday, June 10 3:00pm - 5:00pm	George W. Dunne National Golf Course 16310 Central Ave Oak Forest, IL	Annual Golf Classic	Business Development. MetroSouth co-sponsors the Citizens for Commissioner Deborah Sims' 13th Annual Golf Classic.	Cecilia Miramontes 708-489-7926
Thursday, June 10 6:00pm - 9:00pm	Beverly Arts Center 2407 W. 114th St Chicago, IL	Annual Reception	Business Development. Alderman Rugai's 19th Ward Annual Reception with Dr. Brister-Brown.	Cecilia Miramontes 708-489-7926
NATIONAL NURSING ASSISTANTS WEEK				
Friday, June 11 11:00am - 2:00pm	MetroSouth Medical Center Park/Pavilion York & Western Blue Island, IL	TGIF MetroSouth/Radio Disney World Tour Picnic	Business Development. MetroSouth Medical Center co-sponsors with the City of Blue Island and Radio Disney Station AM1300 every Friday with a summer full of music, games, food & more.	Rita Pacyga 708-388-5735 Cecilia Miramontes 708-489-7926

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JUNE 2010
Happy Father's Day

<p>June 12 10:00am - 2:00pm</p>	<p>Morgan Park High School 1744 W. Pryor Ave Chicago, IL</p>	<p>22nd District Neighborhood Community Forum</p>	<p>Business Development. "Ask the Doctor" segment with Dr. Britser-Brown (10am-12noon) and Dr. Gray-White (12noon-2pm) and table of information on hospital programs & Morgan Park Health Center.</p>	<p>Regina Stewart 312-745-0620 Cecilia Miramontes 708-489-7926</p>
<p>NATIONAL HEALTHCARE RISK MANAGEMENT WEEK</p>				
<p>NATIONAL MEN'S HEALTH WEEK</p>				
<p>June 14-20</p>				
<p>Monday, June 14 10:00am - 11:00am</p>	<p>MetroSouth Medical Center - Chapel 1st Floor</p>	<p>Bereavement Support Group</p>	<p>Hospital Program. <i>PASSAGES</i>, an ongoing support group for adults, focusing on group bereavement support, arriving to wellness and stages of grief process. BIMONTHLY</p>	<p>Chaplain 708-385-0372 x7126 Cristina Betances, LCSW 708-385-0372 x7124</p>
<p>Tuesday, June 15 9:00am - 12:00noon</p>	<p>Morgan Park Pentecostal Church 1657 W. Monterey Chicago, IL</p>	<p>FREE Health Screenings</p>	<p>Business Development. Blood pressure and BMI screenings. "Ask the Doctor" segment with Dr. Gray-White and information on hospital programs and Morgan Park Health Center.</p>	<p>Ramona Turner 312-914-4734 Cecilia Miramontes 708-489-7926</p>
<p>Wednesday, June 16 10:00am - 1:00pm</p>	<p>Mexican Consulate 204 S. Ashland Chicago, IL</p>	<p>FREE Health Screenings</p>	<p>Grant Focus. Susan G. Komen breast cancer pre/post screenings, information on Family Planning & IBCCP grant-funded programs.</p>	<p>Anna Vega 312-738-2383 Cynthia Ramirez 708-489-7940</p>
<p>Thursday, June 17 10:00am - 3:00pm</p>	<p>Calumet Township Senior Center 12633 So. Ashland Calumet Park, IL</p>	<p>Annual Senior Health Fair</p>	<p>Business Development. Blood pressure, glucose, BMI and PSA screenings. "Ask the Doctor" segment with Dr. Britser-Brown and information on hospital programs.</p>	<p>Gail Scott 708-371-0300 Cecilia Miramontes 708-489-7926</p>
<p>Thursday, June 17 9:00am - 2:00pm</p>	<p>Glenwoodie Golf Club 19301 State Street Glenwood, IL</p>	<p>Scholarship Golf Classic</p>	<p>Business Development. MetroSouth Medical Center co-sponsors the South Holland Business Association Golf Classic with Dr. Pivarger.</p>	<p>Cecilia Miramontes 708-489-7926</p>
<p>Thursday, June 17 1:00pm-9:00pm</p>	<p>George W. Dunne National Golf Course 16314 Central Ave Oak Forest, IL</p>	<p>Annual Golf Outing</p>	<p>Business Development. MetroSouth Medical Center co-sponsors the Joan Patricia Murphy Golf Outing with Dr. Bellar and Dr. McCollough.</p>	<p>Cecilia Miramontes 708-489-7926</p>
<p>Thursday, June 17 6:30pm - 7:30pm</p>	<p>MetroSouth Medical Center - Chapel 1st Floor</p>	<p>Bereavement Support Group</p>	<p>Hospital Program. <i>PASSAGES</i>, an ongoing support group for adults, focusing on group bereavement support, arriving to wellness and stages of grief process. BIMONTHLY</p>	<p>Chaplain 708-385-0372 x7126 Cristina Betances, LCSW 708-385-0372 x7124</p>

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JUNE 2010
Happy Father's Day

Thursday, June 17 7:00pm - 9:00pm	22nd District Morgan Park Police Department 111th & Monterey Chicago, IL	CAMP Meeting	Business Development. Community Advisory Council of Morgan Park with Sandra Wilks.	Eleanor McClendon 773-238-9431 Cecilia Miramontes 708-489-7926
Friday, June 18 11:00am - 2:00pm	MetroSouth Medical Center Park/Pavilion York & Western Blue Island, IL	TGIF MetroSouth/Radio Disney World Tour Picnic	Business Development. MetroSouth Medical Center co-sponsors with the City of Blue Island and Radio Disney Station AM1300 every Friday with a summer full of music, games, food & more with Dr. St. Jean and Dr. Jabbour.	Rita Pacyga 708-388-5735 Cecilia Miramontes 708-489-7926
Saturday, June 19 8:00am - 10:00am	Blue Island Library 2375 York Street Blue Island, IL	Drivin the Dixie	Discover the historic Dixie Highway with the Chicago Southland Chamber cities and villages in a day-long scavenger hunt. Participants will follow individual instructions to points of interest with the Dixie highway communities. Pre- registration is required.	drivnathdixie@gmail 1.com
Saturday, June 19 10:00am - 2:30pm	Messiah Temple MB Church 10400 So. Halsted Chicago, IL	Health & Fitness Fair /FREE Health Screenings	Business Development. Blood pressure, glucose, BMI screenings and information on hospital programs.	Dr. Rosemary Saulsby 773-213-4203 Cecilia Miramontes 708-489-7926
Monday, June 21 8:00am - 6:00pm	Silver Lake Country Club Orland Park, IL	Annual Golf Classic	Business Development. MetroSouth co-sponsors the South-Southwest Suburban United Way's 2nd Annual Golf Classic with Dr. Barbara Bellar.	Cecilia Miramontes 708-489-7926
Friday, June 25 11:00am - 2:00pm	MetroSouth Medical Center Park/Pavilion York & Western Blue Island, IL	TGIF MetroSouth/Radio Disney World Tour Picnic	Business Development. MetroSouth Medical Center co-sponsors with the City of Blue Island and Radio Disney Station AM1300 every Friday with a summer full of music, games, food & more with Dr. St. Jean.	Rita Pacyga 708-388-5735 Cecilia Miramontes 708-489-7926
Saturday, June 26 10:00am - 2:00pm	CVS Pharmacy 5360 So. Western Ave Chicago, IL	FREE Health Screenings	Business Development. Blood pressure, glucose and breast self-examination demonstrations.	Cecilia Miramontes 708-489-7926
Saturday, June 26 11:00am - 2:00pm	MetroSouth Medical Center Park/Pavilion York & Western Blue Island, IL	"Come and See" Picnic	Calvary Chapel Blue Island will hold their Annual "Come and See" Picnic. OPEN TO THE PUBLIC. Free food, activities and entertainment for all!	Pastor Steve Miller 708-503-6572
Sunday, June 27th	NATIONAL HIV TESTING DAY			

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JUNE 2010 Happy Father's Day

June 27 - July 5th

EYE SAFETY AWARENESS WEEK

Wednesday,
June 30
1:00pm - 3:00pm
Walmart
9265 W. 159th St.
Orland Park, IL

FREE Health
Screenings

Business Development. MetroSouth partners with the Orland Township
Health Services in providing blood pressure screenings.

Callin McElroy
708-403-4222
Cecilia Miramontes
708-489-7926

Legend:

- Blue - Business Development
- Red - Grant Focus
- Green - Hospital Programs

JULY 2010

DATE	LOCATION & ADDRESS	EVENT NAME	DESCRIPTION	CONTACT
Friday, July 2 11am - 2pm	MetroSouth Medical Center - Park/Pavilion York & Western Blue Island, IL	TGIF Picnic at MetroSouth / Farmers' Market	Business Development. MetroSouth Medical Center co-sponsors with the City of Blue Island and Radio Disney AM1300 every Friday with a summer full of music, games, food & more.	Rita Pacyga 708-388-5735 Cecilia Miramontes 708-489-7926
Mon - Fri July 5th - August 6th	MetroSouth Medical Center	Kids Essay Contest	Business Development. Tune-Up Time for Dads "Keeping the Man in Your Life Healthy" campaign. Write 50-200 words about "Why your Dad should go to the Doctor." Enter to win a family outing to a Chicago White Sox game (and other cool prizes)!	Karen Anderson 708-489-7922 Rob Bennett 847-847-8518 Jose Garbay 708-489-7925
Thursday/Friday July 8-9 7am-4pm	MetroSouth Medical Center - Private Dining Room - Mezzanine	Staff Appreciation Event	Hospital Program. Discount Tickets.	Rita Pacyga 708-388-5735 Cecilia Miramontes 708-489-7926
Friday, July 9 11am - 2pm	MetroSouth Medical Center - Park/Pavilion York & Western Blue Island, IL	TGIF Picnic at MetroSouth / Farmers' Market	Business Development. MetroSouth Medical Center co-sponsors with the City of Blue Island and Radio Disney AM1300 every Friday with a summer full of music, games, food & more. Dr. St. Jean attended.	Florence Stevens 773-881-1005 Cecilia Miramontes 708-489-7926
Saturday, July 10 10am - 2pm	Advocate Church 2440 York Street Blue Island, IL	FREE Health Screenings	Business Development. Blood pressure, BMI & glucose screenings. Information on hospital programs and stroke education & information.	Olivia Hernandez 773-931-0109 Cinthia Ramirez 708-489-7940
Monday, July 12 9am - 1pm	Juan Diego Comunitario 8812 So. Commercial Chicago, IL	FREE Health Screenings	Grant Focus. Susan G. Komen breast cancer pre/post screenings, information on Family Planning & IBCCP grant-funded programs.	Chaplain 708-385-0372 x7126 Cristina Belances, LCSW 708-385-0372 x7124
Monday, July 12 10am - 11am	MetroSouth Medical Center - Chapel 1st Floor	Bereavement Support Group	Hospital Program. PASSAGES, an ongoing support group for adults, focusing on group bereavement support, arriving to wellness and stages of grief process. BI MONTHLY	

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Monday, July 12 3pm - 4:30pm	Ingalls Hospital North Building, 1st Floor Dining Room 155th & Wood Street Harvey, IL	Stroke Club Support Group	Hospital Program. Ingalls Hospital presents.	Stephanie Cumrane 708-597-2000 ext. 4375
Tuesday, July 13 10am - 12noon	A.J. Smith Bank 8000 W. 159th St Orland Park, IL	Senior Club Meeting / FREE Health Screenings	Business Development. Blood pressure screening, information on hospital programs and health centers. Diabetes lecture w/Sue Bettenhausen, APRN, CDE, BC-ADM.	Jo Anne Cairo 708-237-8102 Cecilia Miramontes 708-489-7926
Tuesday, July 13 6:30pm - 7:30pm	MetroSouth Medical Center - Chapel 1st Floor	Bereavement Support Group	Hospital Program. PASSAGES, an ongoing support group for adults, focusing on group bereavement support, arriving to wellness and stages of grief process. BI MONTHLY	Chaplain 708-385-0372 x7126 Christina Belances, LCSW 708-385-0372 x7124
Wednesday, July 14 6pm - 7pm	Morgan Park FDA Church 1543 W. 110th St. Chicago, IL	Community Health Screening	Business Development. Blood pressure screening and information on Morgan Park Health Center and hospital programs with Dr. Macklin.	Patricia Ross 773-445-6054 Cecilia Miramontes 708-4897926
Wed-Sun July 14-16	St. Christopher Fiesta 4130 W. 147th St. Midlothian, IL	Annual Fiesta	Business Development. MetroSouth Medical Center participates as one of the sponsors to their 63rd Annual Fiesta with a family basket for the raffle. Enjoy carnival rides, entertainment, food and fun.	Pat Spreadbury 708-535-0962 Cecilia Miramontes 708-489-7926
Thursday, July 15 2pm - 3pm	MetroSouth Medical Center - Mezzanine B & C Conference Room	Town Hall Meeting	Hospital Program. All MetroSouth employees and volunteers are welcome to attend.	Patricia Sandona 708-597-2000 x5201
Friday, July 16 11am - 2pm	MetroSouth Medical Center - Park/Pavilion York & Western Blue Island, IL	TGIF Picnic at MetroSouth / Farmers' Market	Business Development. MetroSouth Medical Center co-sponsors with the City of Blue Island and Radio Disney AM1300 every Friday with a summer full of music, games, food & more. Dr. St. Jean attended.	Rita Paeyga 708-388-5735 Cecilia Miramontes 708-489-7926
Saturday, July 17 9am - 3pm	Free Spirit Ministerial Worship Center 16012 So. Cottage Grv South Holland, IL	FREE Health Screenings	Business Development. Glucose, blood pressure, BSE demonstrations & PSA screenings. Information on South Holland health center and stroke prevention.	Tawanna McHenry 312-343-1286 Cecilia Miramontes 708-489-7926

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Tuesday, July 20 9am - 2pm	MetroSouth Medical Center - Main Lobby	Open House Fair	Hospital Program. Nursing Recruitment "Open House" Fair.	Elise Madrigal 708-597-2000 x5257
Tuesday, July 20 6pm - 7:30pm	Blue Island East Annex 2434 Vermont Street Blue Island, IL	EMS Lecture - Up Close & Personal	Business Development. "Respiratory Disease" with Dr. Claudette Macklin followed by Q & A and information on Morgan Park Health Center.	Sue Schaller 708-597-2000 x4649 Cecilia Miramontes 708-489-7926
Wednesday, July 21 10am - 1pm	Mexican Consulate 204 So. Ashland Chicago, IL	FREE Health Screenings	Grant Focus. Susan G. Komen breast cancer pre/post screenings, information on Family Planning & IBCCP grant-funded programs.	Anna Vega 312-738-2383 Cinthia Ramirez 708-489-7940
Wednesday, July 21 10:30am - Noon	Salvation Army 2900 W. 127th St Blue Island, IL	Senior Lecture	Business Development. Lecture on skin cancer with Dr. St. Jean. Information on hospital programs and Blue Island Health Center.	Cecilia Miramontes 708-489-7926
Wednesday, July 21 6pm - 7pm	Morgan Park FDA Church 1543 W. 110th St. Chicago, IL	Community Health Screening	Business Development. Blood pressure screenings and information on Morgan Park Health Center and hospital programs with Dr. Macklin.	Patricia Ross 773-445-6054 Cecilia Miramontes 708-489-7926
Thursday, July 22 10am - 12noon	Marist High School 4200 W. 115th St Chicago, IL	SPORTLINK - School Physicals	Business Development. Dr. McCollough and Dr. Khan. EKG & Echo services available.	Cecilia Miramontes 708-489-7926
Thursday, July 22 11am - 2pm	Veterans Park Pavilion 160th & South Park Ave South Holland, IL	Picnic in the Park	Business Development. Dr. Pivarger and the South Holland Clinic Staff attend for networking.	Sandra Wilks 708-597-2000 x4462
Friday, July 23 830am - 1030am	MetroSouth Medical Center - Main Lobby	Economic Development Forum	Business Development. MetroSouth Medical Center will host the South Suburban Mayors and Managers Association Economic Development Forum. Mayor Peioquin and Governor Quinn are expected to attend.	Reggie Greenwood 312-772-2151 Sandra Wilks 708-597-2000 x4462

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Friday, July 23 11am - 2pm	MetroSouth Medical Center - Park/Pavilion York & Western Blue Island, IL	TGIF Picnic at MetroSouth / Farmers' Market	Business Development. MetroSouth Medical Center co-sponsors with the City of Blue Island and Radio Disney AM1300 every Friday with a summer full of music, games, food & more. Dr. St. Jean attended.	Rita Paeyga 708-388-5735 Cecilia Miramontes 708-489-7926
Wednesday, July 28 6pm - 7pm	Morgan Park FDA Church 1543 W. 110th St. Chicago, IL	Community Health Screening	Business Development. Blood pressure screenings and information on Morgan Park Health Center and hospital programs with Dr. Macklin.	Patricia Ross 773-445-6054 Cecilia Miramontes 708-489-7926
Thursday, July 29 7pm - 10pm	Moraine Valley Community College 9000 College Drive Palos Hills, IL	SPORTLINK - School Physicals	Business Development. Dr. Piverger, Dr. Jablonska and Dr. Macklin	Cecilia Miramontes 708-489-7926
Friday, July 30 11am - 2pm 6pm - 8pm	MetroSouth Medical Center - Park/Pavilion York & Western Blue Island, IL	TGIF Picnic at MetroSouth / Farmers' Market	Business Development. MetroSouth Medical Center co-sponsors with the City of Blue Island and Radio Disney AM1300 with a raffle drawing, music, games, food & more with Dr. St. Jean. Join us for "Movie Night at the Park" starting at 8 pm, information on hospital programs (Sleep & Fitness Center, Childbirth classes and Physician referral), MetroSouth health centers and the Germ machine.	Rita Paeyga 708-388-5735 Cecilia Miramontes 708-489-7926
Friday, July 30 11am - 2pm	MetroSouth Medical Center - Main Lobby	Pregnancy Prep Campaign Open House	Business Development. MetroSouth Medical Center invites you to learn more about having a healthy pregnancy. A Spanish-speaking doctor will be available to answer pregnancy questions. Participants receive vitamins, almonds and take home information. Light refreshments will be served.	Cecilia Miramontes 708-489-7926
Saturday, July 31 10am - 2pm	Mt. Calvary Baptist Church 1257 W. 111th Chicago, IL	Summer Camp	Business Development. BMI, Germ machine and information on Morgan Park Health Center & hospital programs.	Coletha Merritt 773-568-0227 Cecilia Miramontes 708-489-7926

Legend:

Blue - Business Development

Red - Grant Focus

Green - Hospital Programs

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DATE	LOCATION & ADDRESS	EVENT NAME	DESCRIPTION	CONTACT
NATIONAL SARCOIDOSIS AWARENESS WEEK				
Friday-Thursdays October 1-7	Lake Katherine Nature Center 7402 W. Lake Katherine Palos Heights, IL	Networking	Business Development. MetroSouth Medical Center will participate in the Friends of the Calumet-Sag Trail fundraiser with raffle items.	Sandra Wilks 708-597-2000 x4462
Friday, October 1 6pm - 10pm	Bremen High School 15203 So. Pulaski Rd Midlothian, IL	Silent Auction	Business Development. MetroSouth Medical Center participates in the Bremen High School's 3rd Annual Silent Auction with a raffle basket.	Marty McDade 708-489-7723
Saturday, October 2 5:30pm - 9pm	MetroSouth Medical Center - Private Dining Room	Myasthenia Gravis Support Group	Hospital Program. Myasthenia Gravis Foundation of Illinois support groups are run by experienced leaders who also live with MG. The Support group meetings help you learn about managing the disease through information and sharing experiences with other patients and family members.	Joyce Holste 800-888-6208 Cecilia Miramontes 708-489-7926
Sunday, October 3 1:30pm - 3:30pm	MetroSouth Medical Center - Private Dining Room	Myasthenia Gravis Support Group		
Sunday-Sunday October 3-10			HEARING AID AWARENESS WEEK	
Monday, October 4			NATIONAL CHILD HEALTH DAY	
Monday, October 4	MetroSouth Medical Center - Private Dining Room	Stroke Club Support Group	Hospital Program.	Chaplain 708-385-0372 x7126
Monday-Sunday October 4-10			MENTAL ILLNESS AWARENESS WEEK	
Wednesday, October 6 11:30am - 1pm	Salvation Army 2900 W. 127th Street Blue Island, IL	FREE Health Screenings	Business Development. Blood pressure screenings, information on stroke signs & symptoms and information on hospital programs and health centers.	Cecilia Miramontes 708-489-7926
Wednesday, October 6 12noon - 2pm	Aisip Fire House #1 126th & Pulaski Rd Alsip, IL	Fire Safety/Prevention Information & Firehouse Tours	Business Development. MetroSouth Medical Center will participate in the Alsip Chamber of Commerce Luncheon.	Sandra Wilks 708-597-2000 x4462
Wednesday, October 6 5pm - 8pm	Galleria Marchetti 825 W. Erie Street Chicago, IL	Networking	Business Development. Renaissance & NuCare Educate and Communicate event attended by Dr. Khan.	Jana Iyer 708-489-7931
Wednesday, October 6 6pm - 10pm	Condessa Del Mar 12220 So. Cicero Avenue Alsip, IL	"A Swinging Night of Entertainment"	Business Development. MetroSouth Medical Center will attend Cook County Commissioner Joan Patricia Murphy's event.	Sandra Wilks 708-597-2000 x4462
Friday, October 8 9am - 1pm	Mexican Consulate 204 So. Ashland Chicago, IL	FREE Health Screenings	Grant Focus. Susan G. Komen Breast cancer pre-post screenings, breast self-examination demonstration and presentation, information on Family Planning, IBCCP grant-funded programs and MetroSouth Medical Center Physician Referral.	Anna Vega 312-738-2383 x1240 Cynthia Ramirez 708-489-7940

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Saturday, October 9 10am - 3pm	Veterans Middle School 12320 Greenwood Blue Island, IL	FREE Health Screenings	Business Development. Blood pressure, BMI, cholesterol and glucose screenings. Lead Screening (finger stick) for children under six years of age.	Cecilia Miramontes 708-489-7926
Sunday, October 10	WORLD MENTAL HEALTH DAY			
Sunday-Saturday October 10-16	EMERGENCY NURSES WEEK			
Monday, October 11 8am - 9:30am	Renaissance Park South 10935 So. Halsted Street Chicago, IL	The Park South Senior Club presents	Business Development. Breakfast at Renaissance Park South with Live Jazz Entertainment.	RSVP - The Renaissance Park South 773-928-2000 or 773-885-5304 by Tuesday, October 5, 2010
Monday, October 11 10am - 11am	MetroSouth Medical Center - Chapel 1st Floor	Bereavement Support Group	Hospital Program. PASSAGES, an ongoing support group for adults, focusing on group bereavement support, arriving to wellness and stages of grief process. BI-MONTHLY	Chaplain 708-385-0372 x7126 Cristina Betances, LCSW 708-385-0372 x7124
Tuesday, October 12 5:30pm - 9pm	Manheim Metro Chicago Auction 12161 So. Central Avenue Alsip, IL	Networking	Business Development. MetroSouth Medical Center will participate in the Alsip Chamber of Commerce's 24th Annual Auction with donated raffle items.	Sandra Wilks 708-597-2000 x4462
Tuesday, October 12 6:30pm - 7:30pm	MetroSouth Medical Center - Chapel 1st Floor	Bereavement Support Group	Hospital Program. PASSAGES, an ongoing support group for adults, focusing on group bereavement support, arriving to wellness and stages of grief process. BI-MONTHLY	Chaplain 708-385-0372 x7126 Cristina Betances, LCSW 708-385-0372 x7124
Wednesday, October 13	METASTATIC BREAST CANCER AWARENESS DAY			
Wednesday, October 13 5:30pm - 8pm	MetroSouth Medical Center Main Lobby	Networking Event	Business Development. Join us for our annual physician Meet & Greet, featuring live Caribbean music and a cocktail reception. This is an opportunity to socialize with your colleagues, meet our new physicians, secure referral relationships and obtain new referral opportunities. The evening includes an update on the progress and achievements of the hospital in the last year. Theme " <i>Life Is Good in the Islands.</i> "	RSVP by Friday, October 8th to Rosemary Brown 708-489-7927
Thursday, October 14 9am - Noon	Salvation Army 2900 W. 127th Street Blue Island, IL	Senior Health Fair	Business Development. Flu shots and additional screenings of Blood pressure, cholesterol, diabetes and bone density with Dr. Humaira Khan.	Rita Paacyga 708-388-5735 Cecilia Miramontes 708-489-7926
Thursday, October 14 6pm - 8pm	Union Street Gallery 1527 Oto Blvd Chicago Heights, IL	FREE Networking Event	MetroSouth Medical Center will be in attendance to the "Women Uniting for Change" event hosted by South-Southwest Suburban United Way, Professional Women's Network and Premier Sponsor Bank Financial.	Rachel Hoge 708-371-1328 Sandra Wilks 708-597-2000

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Friday, October 15	Mexican Consulate 204 So. Ashland Chicago, IL	FREE Health Screenings	Grant Focus. Susan G. Komen Breast cancer pre-post screenings, breast self-examination demonstration and presentation, information on Family Planning, IBCCP grant-funded programs and MetroSouth Medical Center Physician referral.	Anna Vega 312-738-2383 x1240 Cynthia Ramirez 708-489-7940
Saturday, October 16	Bremen High School District 228 15203 Pulaski Road Midlothian, IL	Midlothian Health & Wellness Family Resource Fair / FREE Health Screening	Business Development. Blood pressure, glucose, BMI screenings and "Ask the Doctor" segment with Dr. McCollough.	Karen Christ 708-687-7393 Cecilia Miramontes 708-489-7926+B20
Saturday, October 16	Eisenhower High School 12700 Sacramento Ave Blue Island, IL	Fundraiser	Business Development. MetroSouth Medical Center, the City of Blue Island and Eisenhower High School co-sponsor the Salvation Army Cross Generations fundraiser. "An Evening of Hip-Hop Entertainment" featuring the Eisenhower Cardinal Dance Team, Joshua Forever and a Tribute to Michael Jackson. Tickets can be purchased in the Images Gift Shop.	Sandra Wilks 708-597-2000 x4462
Sunday-Saturday October 17-23	INTERNATIONAL INFECTION PREVENTION WEEK			
Wednesday, October 20	WORLD OSTEOPOROSIS DAY			
Wednesday, October 20	MetroSouth Medical Center - Lobby	Breast Cancer Awareness	Business Development. Information on breast cancer, breast self-examination demonstrations, information on Family Planning & IBCC programs and MetroSouth Medical Center Physician Referral.	Cecilia Miramontes 708-489-7926
Wednesday, October 20	Salvation Army 2900 W. 127th Street Blue Island, IL	FREE Health Screenings	Business Development. Blood pressure screenings, information on stroke signs & symptoms and information on hospital programs and health centers.	Cecilia Miramontes 708-489-7926
Friday, October 22	MetroSouth Medical Center - Mezzanine B & C	LifeSource Blood Drive	Hospital Program. MetroSouth in collaboration with LifeSource Blood Services will hold a blood drive. Donors must present a valid picture ID to donate blood.	Jose Garbay 708-489-7925
Friday, October 22	INTERNATIONAL STUTTERING AWARENESS DAY			
Sunday-Saturday October 24-30	RESPIRATORY CARE WEEK			
Sunday-Saturday October 24-30	NATIONAL HOSPITAL SPIRITUAL CARE WEEK			
Monday, October 25	MetroSouth Medical Center - Mezzanine B & C	Holiday Sale	CARR home-garden-holiday will be here in their Holiday Preview Sale! Shop Early for Christmas this Year.	Jose Garbay 708-489-7925
Wednesday, October 27	LUNG HEALTH DAY			

OCTOBER 2010

Wednesday, October 27 1pm - 3pm	WALMART 9265 W. 159th Street Orland Park, IL	FREE Health Screenings	Business Development. MetroSouth Medical Center partners with Orland Township Health Services in providing blood pressure screenings and information on stroke signs & symptoms.	Caitlin McElroy 708-403-4001 Cecilia Miramontes 708-489-7926
Wednesday, October 27 4pm - 6pm	WorkRight 4800 W. 129th Street Alsip, IL	Open House & Tour of New Facility	Business Development. Grand Opening & Ribbon Cutting by Mayor Kitching for an Occupational Health Provider of MetroSouth Medical Center with Dr. Sam Ramsey.	RSVP by 10/22/10 @ 708-489-7927
Thursday, October 28 5:30pm - 7:30pm	1st Midwest Bank 11900 So. Pulaski Rd Alsip, IL	Fall Networking Event	Business Development. Mega Business After Hours Multi-Chamber Networking event with Blue Island, Crestwood, Midlothian and Oak Forest area chambers.	Mary Schmidt 708-597-2668 Marty McDade 708-489-7723
Thursday, October 28 6pm - 8pm	115 Bourbon Street 3359 W. 115th Street Merrionette Park, IL	Networking	Business Development. Blue Island Chamber of Commerce After Hours networking event.	Sandra Wilks 708-597-2000 x4462
Thursday, October 28 6pm - 8pm	Midlothian Public Library 14701 S. Kenton Ave Midlothian, IL	FREE Screening	Business Development. Strong Spine, Strong Bones, Strong Life campaign. Receive a FREE bone density screening that takes less than two minutes. Results are given immediately.	Cecilia Miramontes 708-489-7926
Friday, October 29 7am - 4pm	Holiday Inn Convention Center 18501 So. Harlem Ave Tinley Park, IL	Emergency Preparedness Meeting	Business Development. MetroSouth Medical Center co-sponsors the Region VII All Hazards Emergency Preparedness Committee meeting "In The Midst of CHAOS - 2010".	Sue Schaller, RN 708-597-2000
Friday, October 29 10am - 12noon	Breakthrough Urban Ministries - Joshua Center 3330 W. Carol Chicago, IL	Demonstration & Presentation	Grant Focus. Breast cancer presentation, breast self examination demonstration and information on Family Planning.	Cynthia Ramirez 708-489-7940

Legend:

- Blue - Business Development
- Red - Grant Focus
- Green - Hospital Programs

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DATE & TIME	LOCATION & ADDRESS	EVENT NAME	DESCRIPTION	CONTACT
NATIONAL DIABETES EDUCATION WEEK 1				
Sunday - Saturday November 1-7				
Sunday, November 1 6am	WGCI - FM	Radio Interview on "H1N1" Virus (Swine Flu)	Business Development. Chicago Insite with Ty Wansley radio interview on "H1N1" Virus with Dr. Macklin	Lili Mejia 708-489-7926
Sunday, November 1 11am-1pm	Mount Calvary Baptist Church 1257 W. 111th Street Chicago, IL	"H1N1" Lecture	Business Development. "H1N1" lecture with Dr. Macklin and information on hospital programs and the Morgan Park Health Center.	Rev. Tyrone Cridder 708-261-3418 Sandra Wilks 708-824-4462
Monday, November 2 3pm-4:30pm	Ingalls Hospital Harvey, IL	Stroke Club Meeting	Hospital Programs. Stroke Club meeting (meeting locations rotate between MSMC and Ingalls Hospital)	Stephanie Cunnane
Tuesday, November 3 8am-9:15am	Blue Cap Organization 2155 Broadway (8am-8:30am) 1962 Broadway (8:45am-9:15am) Blue Island, IL	"H1N1" Lecture	Business Development. "H1N1" lecture with Dr. Khan and information on hospital programs.	Marianne Lambur 708-389-6578 x-232 Betsy Beckmann 708-489-7929
Friday, November 6 10am-12noon	Heritage I 11949 S. Ridgeway Alsip, IL	Senior Healthy Living / Free Health Screenings	Business Development. Blood pressure, Cholesterol screening and information on hospital programs.	Sue Waddell 708-597-3333 Cecilia Miramontes 708-489-7926
Friday, November 6 1pm-3pm	Heritage II 3715 W. 123rd Place Alsip, IL	Senior Healthy Living / Free Health Screenings	Business Development. Blood pressure, Cholesterol screening and information on hospital programs.	Sue Waddell 708-597-3333 Cecilia Miramontes 708-489-7926
Friday, November 6 6pm-9pm	DoubleTree Hotel Chicago 5000 W. 127th Street Alsip, IL	U.S.S. Blue Cap Auction	Business Development. MetroSouth Medical Center co-sponsors the U.S.S. Blue Cap Auction. Casho Games on the starboard side, dancing to the band "Night Fever" on the port side, and fabulous auctions and raffles on all decks. Open bar, hors d'oeuvres and a Captain's dinner are all inclusive on the U.S.S. Blue Cap. Semi-formal attire required.	Betsy Beckmann 708-489-7929

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American Diabetes Month
Lung Cancer Awareness Month

NOVEMBER 2009
American Indian Heritage Month

National Alzheimer's Disease Awareness Month
National Hospital Palliative Care Month

Saturday, November 7 8:30am-12:30pm	McKinley School 16949 Cottage Grove South Holland, IL	Family Empowerment Workshop / "H1N1" information	Business Development. "H1N1" information with Dr. Pivner and South Holland health center information.	Dr. Renae Nash 708-339-8655 Jill Wolf 708-489-7931
Saturday, November 7 10am-2pm	UIC & The American Diabetes Association Forum 725 W. Roosevelt Rd Chicago, IL	De Los Pies a La Cabeza (From Toes-to- Head) / Free Health Screenings	Business Development. Blood pressure, Blood glucose screening, "Ask the Experts" and Prevention & Pre-Diabetes panel with Dr. Lindsay and information on hospital programs.	Lil Mejia 708-489-7923
Monday, November 9 9am-5pm	MetroSouth Medical Center - Mezzanine Conference Room "B"	Fundraiser	Hospital Programs. Toys 4 U	Leroy Palmer 708-489-7924
Tuesday, November 10 11am-12noon 12noon-1pm 7:30pm - 8:30pm	MetroSouth Medical Center - Mezzanine Conference Room "B & C"	Employee Wellness "Kick Off"	Business Development. "Ask the Doctors" Questions & Luncheon with Dr. Bellar; Dr. Huffman; Dr. Khan and Dr. McCollough.	Jackie Montgomery 708-597-2000 x-5257
Tuesday, November 10 12noon-9p	South Holland School District 151 Taft School 393 E. 163rd St Harvey, IL	Parent Teacher Conference	Business Development. All Kids / Family Care applications.	Mr. Anthony Palomo, Principal 708-339-2710 Jill Wolf 708-489-7931
Tuesday, November 10 12noon-9p	South Holland School District 151 Eisenhower School 16001 Minerva Ave South Holland, IL	Parent Teacher Conference	Business Development. All Kids / Family Care applications.	Dr. Rhonda Towner, Principal 708-339-5900 Jill Wolf 708-489-7931
Tuesday, November 10 12noon-9p	South Holland School District 151 Madison School 15700 Orchard Drive South Holland, IL	Parent Teacher Conference	Business Development. All Kids / Family Care applications.	Mrs. Regina Bridges, Principal 708-339-2117 Jill Wolf 708-489-7931
Tuesday, November 10 12noon-9p	South Holland School District 151 Coolidge Middle School 155th & 7th Ave Phoenix, IL	Parent Teacher Conference	Business Development. All Kids / Family Care applications.	Mrs. Patricia Payne, Principal 708-339-5300 Jill Wolf 708-489-7931

ATTACHMENT 19C

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Wednesday, November 11 1pm-2:30pm	MetroSouth Medical Center - Mezzanine Conference Room "B & C"	Su Salud Su Vida Workshop	Grant Focus. Breast self exam demonstrations and information on hospital programs.	Jean Ramos 708-597-2000 x-4812 Cecilia Miramontes 708-489-7926
Thursday, November 12 9am-12noon	CEEDA Calumet Park 12549 So. Ashland Calumet Park, IL	Senior Healthy Living / Free Health Screenings	Business Development. Blood pressure & Cholesterol screenings and information of hospital programs.	Gail Scott 708-371-0308 Cecilia Miramontes 708-489-7926
Friday, November 13 11am-12noon	Calumet Township Senior Center 12633 So. Ashland Calumet Park, IL	Senior Healthy Living / Free Health Screenings	Business Development. Blood pressure and information of hospital programs.	Mella 708-388-6606 Cecilia Miramontes 708-489-7926
Saturday, November 14 10am-2pm	CVS Pharmacy 5360 So. Western Chicago, IL	Free Health Screenings	Business Development. Blood pressure, Blood glucose and information of hospital programs.	Terry Welhec 773-471-3160 Cecilia Miramontes 708-489-7926
Saturday, November 14 10am-3pm	District 130 Veterans Memorial Middle School 12320 Greenwood Blue Island, IL	Patrols Health Fair Extravaganza / Free Health Screenings	Business Development. Bone Mass Index (BMI), Cholesterol, Blood pressure & Blood glucose screenings. "Ask the Doctor" segment with Dr. Huffman. All Kids & hospital programs information.	Raeann Zyman 708-385-6630 x155 Betsy Beckmann 708-489-7929
Monday, November 16 8am-4:30pm	MetroSouth Medical Center - Mezzanine "Private Dining Room"	Fundraiser	Hospital Programs. The Nut Man. Finest Imported & Domestic Nuts, Fruits, Chocolates & other Goodies.	Leroy Palmer 708-489-7924
Tuesday, November 17 9:30am-12:30pm	Calumet Township Senior Center 12633 So. Ashland Calumet Park, IL	Job Fair / Free Health Screening	Business Development. Blood pressure screening and information of hospital programs.	Kobie Samuels 708-597-2000 x4566 Lili Mejia 708-489-7923
Tuesday, November 17 7pm-9pm	Moraine Valley Community College Building M (Moraine Business and Conference Center), Moraine Room 1 9000 W. College Pkwy Palos Hills, IL	"H1N1" Lecture / Free Health Screenings	Business Development. "H1N1": What You Should Know! A Panel Presentation with Dr. Filigelman, Dr. Pivarger, Dr. Huffman, Dr. Lindsay, Dr. Macklin and Dr. Karim and information of hospital programs. Free & Open to the Public.	Enza Piech 708-974-5536 Betsy Beckmann 708-489-7929
Wednesday, November 18 2pm-6pm	Bridgeview Bank 19031 Old LaGrange Rd (just off I-80 & Rt 45) Mokena, IL	Free Health Screenings	Business Development. Blood pressure & Prostate (PSA) screenings and information of hospital programs.	Targi 630-808-6427 YaSiang Wai 708-489-7941

American Diabetes Month
Lung Cancer Awareness Month

NOVEMBER 2009
American Indian Heritage Month

National Alzheimer's Disease Awareness Month
National Hospital Palliative Care Month

Wednesday, November 18 7pm-9pm	Blue Island Library 2433 York Street Blue Island, IL	"H1N1" Lecture	Business Development, "H1N1" lecture with Dr. Huffman and information of hospital programs.	Dan Carroll 708-388-1078 Betsy Beckmann 708-489-7929
Thursday, November 19th		American Cancer Society http://acszi.com/gaso Materials Available (800) ACS-2345	THE GREAT AMERICAN SMOKEOUT! Business Development, "Prevention of Falls" lecture with Dr. Mark Tracy and Dr. Brian McColough. Balance Screenings will be performed by our MetroSouth Medical Center Rehabilitation Department. Lunch will be provided. RSVP by November 13, 2009.	Rita Paoyga 708-388-5735 Betsy Beckmann 708-489-7929
Thursday, November 19 11am-1:30pm	MetroSouth Medical Center - Mezzanine Conference Room "B and C"	Blue Island Lecture Series	Business Development, "H1N1" lecture with Dr. Gray-White and Dr. Brister-Brown, Blood pressure & Blood glucose screenings and information of hospital programs.	Deborah Underwood 773-363-6220 Cecilia Miramontes 708-489-7926
Thursday, November 19 1:30pm-3:30pm	Akarama Community Center 6220 So. Ingleside Chicago, IL	Beta Omega Seniors / "H1N1" Lecture / Free Health Screenings	Grant Focus. Susan G. Komen su Salud Su Vida Site Visit on Grant-guided programs.	Jean Ramos 708-597-2000 x-4812 Cecilia Miramontes 708-489-7926
Friday, November 20 1pm-2:30pm	MetroSouth Doctors Pavilion 2310 York St. Blue Island, IL	Grant Site Visit CEDA South Region Health Services Advisory Committee Meeting / "H1N1" Lecture	Business Development, "H1N1" presentation with Dr. Huffman. Table of information on diseases, All Kids, hospital brochure and physicians.	Liddell Taylor 708-371-3303 Lil Mejia 708-489-7923
Tuesday, November 24 10am-12noon	CEDA 2521 Grove Island, IL	5K Run & Family Walk "Turkey Trot" / Free Health Screenings	Business Development, Bone Mass Index (BMI), Blood pressure screenings and information of hospital programs.	Dr. Terney 708-710-3218 Jill Wolf 708-489-7931
Saturday, November 28 9am-2pm	Kellogg School 9200 So. Hamilton Chicago, IL	Fundraiser	Hospital Programs. Carline Leather's Fall Leather Sale.	lauralapping@yahoo.com Leroy Palmer 708-489-7924
Monday, November 30 7am-4pm	MetroSouth Medical Center - Mezzanine Conference Room & C			

American Diabetes Month
Lung Cancer Awareness Month

NOVEMBER 2009
American Indian Heritage Month

National Alzheimer's Disease Awareness Month
National Hospital Palliative Care Month

Legend:
Blue - Business Development
Red - Grant Focus
Green - Hospital Programs

ATTACHMENT 19C

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DECEMBER 2010

DATE	LOCATION & ADDRESS	EVENT NAME	DESCRIPTION
Wednesday, December 1			World AIDS Day
Wednesday, December 1	Doubletree Hotel 5000 West 127th Street Alsip, IL	Annual Holiday Gathering	Business Development. MetroSouth Medical Center, Alsip Health Center, Center for Wound Care and WorkRight in collaboration with the Alsip Chamber of Commerce and the Alsip Industrial Association invite you to attend the Annual Holiday Gathering. Admission is a \$10.00 wrapped toy (per person), marked "girl" or "boy" with age or the equivalent in non-perishable food items.
Wednesday- Tuesday December 1-7			NATIONAL APLASTIC ANEMIA AND MDS AWARENESS WEEK
Saturday, December 4 5:30pm - 7:30pm	Western Avenue between Prairie & Grove Streets Blue Island, IL	Parade	MetroSouth Medical Center will have a float in the Blue Island "Christmas Light Parade". Enjoy carriage rides, hot cocoa, cookies and more at MetroSouth Park.
Sunday-Saturday December 5-11			NATIONAL HANDWASHING AWARENESS WEEK
Tuesday, December 7 9am - 10am	MetroSouth Medical Center - Main Lobby	AETNA Medicare OPEN Enrollment	Business Development. Presentation on AETNA Medicare with Angel Cardenas, Field Sales Consultant, and information on hospital programs and health centers.
Thursday, December 9 9am - 10am	MetroSouth Medical Center - Main Lobby	AETNA Medicare OPEN Enrollment	Business Development. Presentation on AETNA Medicare in Spanish with Angel Cardenas, Field Sales Consultant, and information on hospital programs and health centers.
Sunday, December 12 6pm - 10pm	Courtright's Restaurant 8989 So. Archer Avenue Willow Springs, IL	Holiday Party	MetroSouth Medical Center Physician Holiday Party with music performed by The Thomas Gunther Trio.
Monday, December 13 8am - 10am	The Renaissance Park South 10935 So. Halsted Street Chicago, IL	Park South Senior Club Presents	Business Development. Breakfast at The Renaissance Park South with Live Jazz Entertainment.

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DECEMBER 2010

Monday, December 13 10am - 11am	MetroSouth Medical Center - Chapel 1st Floor	Bereavement Support Group	Hospital Program. PASSAGES, an ongoing support group for adults, focusing on group bereavement support, arriving to wellness and stages of grief process. BI-MONTHLY
Tuesday, December 14 6:30pm - 7:30pm	MetroSouth Medical Center - Chapel 1st Floor	Bereavement Support Group	Hospital Program. PASSAGES, an ongoing support group for adults, focusing on group bereavement support, arriving to wellness and stages of grief process. BI-MONTHLY
Wednesday, December 15 10am - 12noon	Heritage I Club House 11949 S. Ridgeway Alsip, IL	FREE Health Screenings	Business Development. Osteoporosis screening and information on hospital programs. Light refreshments will be served.
Wednesday, December 15 10am - 1pm	Mexican Consulate 204 So. Ashland Chicago, IL	FREE Health Screenings	Grant Focus. Susan G. Komen breast cancer pre/post screenings, breast self-examination demonstrations and information on Family Planning & IBCCP grant-funded programs.
Thursday, December 16 11am - 1pm	Heritage II Club House 3715 W. 123rd Place Alsip, IL	FREE Health Screenings	Business Development. Osteoporosis screening and information on hospital programs. Light refreshments will be served.
Friday, December 31 11:30pm - 12:00am	Corner of Western Avenue & Vermont Street Blue Island, IL	Outdoor Celebration	"Rock Around the Clock" . Outdoor celebration on Western Avenue complete with count down and ball drop!

Legend:

- Blue - Business Development
- Red - Grant Focus
- Green - Hospital Programs

DECEMBER 2010

CONTACT

RSVP by 11/26/10
708-597-2668

Rita Pacyga
708-396-7085

Cecilia Miramontes
708-489-7926

Cecilia Miramontes
708-489-7926

Marty McDade
708-489-7723

RSVP 773-928-2000
or
RSVP 773-885-5304

DECEMBER 2010

Chaplain 708-385-0372 X7126 Cristina Betances, LCSW 708-385-0372 X7124
Chaplain 708-385-0372 X7126 Cristina Betances, LCSW 708-385-0372 X7124
Cecilia Miramontes 708-489-7926
Anna Vega 312-738-2383 Cinthia Ramirez 708-489-7940
Cecilia Miramontes 708-489-7926
Rita Pacyga 708-396-7085



December 9, 2010

Mr. Roger Hopkins
Chief Accounting Officer
National Health Investors, Inc
222 Robert Rose Drive
Murfreesboro, TN 37130

Dear Roger:

Currently, Regions Bank, as Agent, holds available \$100 million in unsecured credit facilities to National Health Investors, Inc. with maturities through 2015. These facilities have a current balance of \$43,730,438 leaving an available balance to be drawn of \$56,269,562. Additionally, we also have an accordion feature for these facilities enabling NHI to draw an additional \$100 million subject to certain terms and conditions. Please let me know if you need any further information.

Sincerely yours,

A handwritten signature in cursive script that reads "Craig Gardella".

Craig Gardella
Senior Vice President
Regions Bank

Healthcare Banking
315 Deaderick Street
Nashville, Tennessee 37238
(615) 770 4242
Fax (615) 748 8480

ATTACHMENT 39

National Health Investors, Inc.		(in thousands)					
		2007	2008	2009	YTD Q3 2010	2010 ¹	2011 ¹
Current Ratio							
Current Assets							
	Cash and cash equivalents	\$ 75,356	\$ 100,242	\$ 45,718	\$ 2,451	\$ 1,000	\$ 1,000
	Marketable securities	55,816	26,594	21,322	20,854	20,854	20,854
	Investment in preferred stock, at cost	38,132	38,132	38,132	38,132	38,132	38,132
	Accounts receivable, net	1,899	1,734	2,189	4,379	4,379	4,379
	Total current assets	\$ 171,203	\$ 166,702	\$ 107,361	\$ 65,816	\$ 64,365	\$ 64,365
Current Liabilities							
	Earnest money deposit	\$ -	\$ -	\$ 150	\$ 3,400	\$ 3,475	\$ 3,475
	Real estate purchase liability	-	-	3,000	4,000	4,000	4,000
	Accounts payable and accrued exp.	7,479	4,359	2,754	2,835	2,835	2,835
	Dividends payable	37,466	19,030	17,959	16,752	16,752	16,752
	Deferred income	137	115	885	1,446	1,446	1,446
	Total current liabilities	\$ 45,082	\$ 23,504	\$ 24,748	\$ 28,433	\$ 28,508	\$ 28,508
	Current Ratio	3.8	7.1	4.3	2.3	2.3	2.3
Net Margin Percentage							
	Net Income	\$ 96,435	\$ 57,510	\$ 64,229	\$ 52,466	\$ 69,955	\$ 70,733
	div. by Net Operating Revenue	\$ 62,158	\$ 63,005	\$ 64,221	\$ 59,232	\$ 78,976	\$ 80,616
	Net Margin Percentage	155.14%	91.28%	100.01%	88.58%	88.58%	87.74%
Long Term Debt to Capitalization							
	Long-Term Debt	\$ 9,512	\$ 3,987	\$ -	\$ 28,234	\$ 37,765	\$ 54,765
	Total Book Capitalization	\$ 455,650	\$ 433,602	\$ 434,612	\$ 468,740	\$ 478,271	\$ 495,271
	Long Term Debt to Capitalization	0.02	0.01	0.00	0.06	0.08	0.11
Days Cash on Hand							
	Cash	\$ 75,356	\$ 100,242	\$ 45,718	\$ 2,451	\$ 1,000	\$ 1,000
	Investments	93,948	64,726	59,454	58,986	58,986	58,986
		\$ 169,304	\$ 164,968	\$ 105,172	\$ 61,437	\$ 59,986	\$ 59,986
Divided by:							
	Operating Expense	\$ 19,901	\$ 14,041	\$ 14,666	\$ 15,211	20,281	20,281
	less: Depreciation	(8,192)	(7,888)	(7,629)	(8,253)	(11,004)	(11,429)
		\$ 11,709	\$ 6,153	\$ 7,037	\$ 6,958	9,277	8,852
	Oper. Exp. Less depr. (div. by 365)	\$ 32	\$ 17	\$ 19	\$ 19	\$ 25	\$ 24
	Days Cash on Hand	5,278	9,786	5,455	3,223	2,360	2,473
1 Estimated or Annualized							

ATTACHMENT 41



December 9, 2010

TO WHOM IT MAY CONCERN:

National Health Investors, Inc. (NHI) is a publicly-held real estate investment trust (REIT) that intends to acquire the assets of MSMC Investors, LLC d/b/a MetroSouth Medical Center. NHI's common stock is traded on the New York Stock Exchange. The business purpose of NHI is to invest in healthcare real estate primarily through purchase/leaseback transactions that generate current income to be distributed to its stockholders in the form of dividends.

NHI will use borrowings on its \$100 million credit facility to acquire the assets of MetroSouth. Current bank financing offers the lowest cost of capital to NHI and will enable NHI to make this acquisition without liquidating any of its existing assets.

Sincerely,

Roger R. Hopkins, CPA
Chief Accounting Officer

ATTACHMENT 42 A & B

PROJECTED OPERATING
and
CAPITAL COSTS

MetroSouth Medical Center--2011
operating and capital costs per adjusted patient day

adj pt days:	\$56,960,402 =	
	2,344	24,298

Operating Costs:

wages/salaries/benefits:
med. supplies:

operating cost per adjusted patient day:	not applicable
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Capital Costs:

depreciation	\$ 400,000	
amortization & interest	\$0	
	\$400,000	

capital cost per adjusted patient day:	\$16.46
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After paginating the entire, completed application, indicate in the chart below, the page numbers for the attachments included as part of the project's application for permit:

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