

ORIGINAL 11-046

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

RECEIVED

This Section must be completed for all projects.

JUL 6 2011

Facility/Project Identification

Facility Name:	Manteno Dialysis Center	HEALTH FACILITIES & SERVICES REVIEW BOARD	
Street Address:	5 East Division Street		
City and Zip Code:	Manteno, IL 60950		
County:	Kankakee	Health Service Area	IX
		Health Planning Area:	n/a

Applicant /Co-Applicant Identification

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

Exact Legal Name:	Kankakee Valley Dialysis Network, LLC
Address:	c/o Provena Health 19065 Hickory Creek Drive Mokena, IL 60448
Name of Registered Agent:	Mr. Guy Wiebking
Name of Chief Executive Officer:	Mr. Guy Wiebking
CEO Address:	19065 Hickory Creek Drive Mokena, IL 60448
Telephone Number:	708/478-6300

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		
X	Limited Liability Company	<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Other

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.

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 South Dearborn Street Chicago, IL 60603
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:	

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT**

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name:	Manteno Dialysis Center		
Street Address:	5 East Division Street		
City and Zip Code:	Manteno, IL 60950		
County:	Kankakee	Health Service Area	IX Health Planning Area: n/a

Applicant /Co-Applicant Identification

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

Exact Legal Name:	Provena Health		
Address:	19065 Hickory Creek Drive Mokena, IL 60448		
Name of Registered Agent:	Mr. Guy Wiebking		
Name of Chief Executive Officer:	Mr. Guy Wiebking		
CEO Address:	19065 Hickory Creek Drive Mokena, IL 60448		
Telephone Number:	708/478-6300		

Type of Ownership of Applicant/Co-Applicant

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

- 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.

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 South Dearborn Street Chicago, IL 60603
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:	

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT**

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name:	Manteno Dialysis Center
Street Address:	5 East Division Street
City and Zip Code:	Manteno, IL 60950
County:	Kankakee Health Service Area IX Health Planning Area: n/a

Applicant /Co-Applicant Identification

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

Exact Legal Name:	Resurrection Health Care Corporation
Address:	355 N. Ridge Avenue Chicago, IL 60202
Name of Registered Agent:	Ms. Sandra Bruce
Name of Chief Executive Officer:	Jeffrey Murphy
CEO Address:	355 N. Ridge Avenue Chicago, IL 60202
Telephone Number:	847/316-2352

Type of Ownership of Applicant/Co-Applicant

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

- 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.

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 South Dearborn Street 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:	
Fax Number:	

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT**

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name:	Manteno Dialysis Center		
Street Address:	5 East Division Street		
City and Zip Code:	Manteno, IL 60950		
County:	Kankakee	Health Service Area	IX Health Planning Area: n/a

Applicant /Co-Applicant Identification

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

Exact Legal Name:	Cana Lakes Health Care		
Address:	7435 West Talcott Avenue		
Name of Registered Agent:	Ms. Sandra Bruce		
Name of Chief Executive Officer:	Ms. Sandra Bruce		
CEO Address:	7435 West Talcott Avenue Chicago, IL 60631		
Telephone Number:	773/792-5555		

Type of Ownership of Applicant/Co-Applicant

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

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.

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 South Dearborn Street 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:	
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:	Ms. Stacey Harsy
Title:	RN Coordinator
Company Name:	Manteno Dialysis Center
Address:	5 East Division Street Mokena, IL 60950
Telephone Number:	815/468-1000
E-mail Address:	Stacey.Harsy@provena.org
Fax Number:	815/468-7271

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner:	Jerry L. Curwick
Address of Site Owner:	600 N. Main Street Manteno, IL 60950
Street Address or Legal Description of Site:	5 East Division Street Mokena, IL 60950
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:	Kankakee Valley Dialysis Network, LLC				
Address:	c/o Provena Health 19065 Hickory Creek Drive Mokena, IL 60448				
<input checked="" type="checkbox"/>	Non-profit Corporation	<input type="checkbox"/>	Partnership		
<input type="checkbox"/>	For-profit Corporation	<input type="checkbox"/>	Governmental		
<input 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.

Flood Plain Requirements

[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

[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>
---	--

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 proposed project is limited to a change of ownership of Manteno Dialysis Center, an end stage renal disease (ESRD) facility located in Manteno, Illinois. The proposed change of ownership is a result of the impending merger of the Resurrection and Provena systems through a common "super parent" corporation that will become the parent entity of Resurrection Health Care Corporation (the current Resurrection system parent) and Provena Health (the current Provena system parent).

It is the expectation of the applicants that, for a minimum of two years following the change of ownership, Manteno Dialysis Center will continue to operate as an end stage renal disease facility, and that all programs and services currently provided by the ESRD facility will continue to be provided, and consistent with IHFSRB requirements, access to the facility's services will not be diminished. The Medicare certification will remain in the name of Kankakee Valley Dialysis network, LLC.

The proposed project, consistent with Section 1110.40.a, is classified as being "non-substantive" as a result of the scope of the project being limited to a change of ownership.

Please refer to the "Project Overview" for a summary of the transaction.

Project Costs and Sources of Funds

Manteno Dialysis Center

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			\$566,667
Movable or Other Equipment (not in construction contracts)			
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of ESRD Facility and Equipment			\$517,621
Other Costs To Be Capitalized			
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS			\$1,084,288
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities			\$566,667
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Fair Market Value of ESRD Facility and equipment			\$517,621
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS			\$1,084,288

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 Yes No
Purchase Price: \$ _____ not applicable
Fair Market Value: \$ _____ not applicable

The project involves the establishment of a new facility or a new category of service
 Yes 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 \$ none.

Project Status and Completion Schedules

Indicate the stage of the project's architectural drawings:

None or not applicable Preliminary
 Schematics Final Working

Anticipated project completion date (refer to Part 1130.140): September 30, 2011

Indicate the following with respect to project expenditures or to obligation (refer to Part 1130.140):

- Purchase orders, leases or contracts pertaining to the project have been executed.
- Project obligation is contingent upon permit issuance. Provide a copy of the contingent "certification of obligation" document, highlighting any language related to CON Contingencies
- 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:

- Cancer Registry
 - APORS **please see documentation requested by State Agency staff on following pages**
 - All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
 - All reports regarding outstanding permits
- Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.**

Phone: 217-785-7126

FAX: 217-524-1770

From: Rose, Kevin [mailto:Edwin.Rose@provena.org]

Sent: Wednesday, February 16, 2011 12:42 PM

To: Fornoff, Jane

Subject: APORS Reporting - Provena St. Mary's Hospital and Provena Mercy Medical Center

Dear Jayne –

Thank you for working with me and staff at the local Provena ministries to assist us in improving our Adverse Pregnancy Outcome Reporting System (APORS) results. To summarize our conversation, the APORS reporting level at Provena St. Mary's Hospital is 77 and at Provena Mercy Medical Center is 75%. Given that each ministry's reporting level is only slightly below target and that each ministry is making a good faith effort to improve its reporting process such that they achieve target going forward, you will be recommending to Illinois Health Facilities and Services Review Board staff that review of any future certificate of need applications by Provena Health/Provena Hospitals be allowed to proceed, and that APORS reporting will not be a matter impacting project completeness.

Please respond back to confirm that you agree with this, and that I have accurately summarized our call. Thanks again – and I look forward to working with you and staff at the Provena ministries to ensure that we meet our targets in the future.

Sincerely,

Kevin

Kevin Rose

System Vice President, Strategic Planning & Business Development

Provena Health

19065 Hickory Creek Drive, Suite 300

From: Fornoff, Jane [mailto:Jane.Fornoff@Illinois.gov]
Sent: Thursday, February 17, 2011 1:28 PM
To: Rose, Kevin
Cc: Roate, George
Subject: RE: APORS Reporting - Provena St. Mary's Hospital and Provena Mercy Medical Center

Dear Kevin,

I am glad that you and the staff at Provena St. Mary's and Provena Mercy Medical Center are working to improve the timeliness of APORS (Adverse Pregnancy Outcome Reporting System). As I am sure you know, timely reporting is important because it helps assure that children achieve their full potential through the early case-management services provided to APORS cases.

As we discussed, since their current reporting timeliness is close to the compliance level, provided each ministry continues to make a good faith effort to improve its reporting process I will be recommending to Illinois Health Facilities and Services Review Board staff that review of any future certificate of need applications by Provena Health/Provena Hospitals be allowed to proceed, and that APORS reporting will not be a matter impacting project completeness.

Jane

Jane Fornoff, D.Phil.

Perinatal Epidemiologist

Illinois Department of Public Health

Adverse Pregnancy Outcomes Reporting System

535 W Jefferson St, Floor 3

Springfield, IL 62761

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.

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entry. 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 manager 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 Kankakee Valley Dialysis Network, 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.

Guy Wiebking
SIGNATURE

Guy Wiebking
PRINTED NAME

President and CEO
PRINTED TITLE

Anthony Filer
SIGNATURE

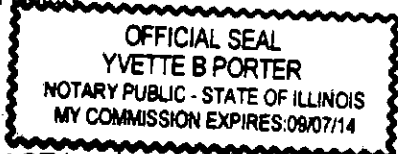
Anthony Filer
PRINTED NAME

Assistant Treasurer
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 22nd day of March, 2011

Yvette B. Porter
Signature of Notary

Seal



*Insert EXACT legal name of the applicant

Notarization:
Subscribed and sworn to before me
this 22nd day of March, 2011

Yvette B. Porter
Signature of Notary

Seal



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 Resurrection Health Care Corporation 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.

Sandra Bruce

SIGNATURE

Sandra Bruce

PRINTED NAME

President and CEO

PRINTED TITLE

Jeannie C. Frey

SIGNATURE

Jeannie C. Frey

PRINTED NAME

Secretary

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 22 day of March, 2011

Notarization:
Subscribed and sworn to before me
this 22 day of March

Florita de Jesus Ortiz

Signature of Notary

Linda M Noyola

Signature of Notary

Seal
OFFICIAL SEAL
FLORITA DE JESUS-ORTIZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 09/29/14
*Insert EXACT (typed) name of the applicant

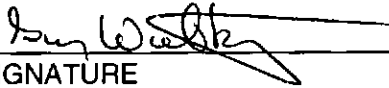
Seal **OFFICIAL SEAL**
LINDA M NOYOLA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06/08/13

CERTIFICATION

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

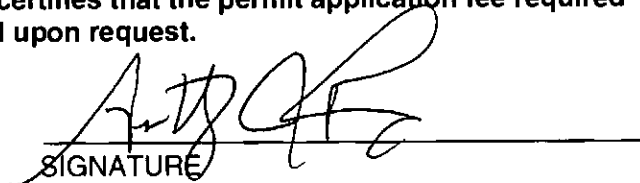
- o in the case of a corporation, any two of its officers or members of its Board of Directors;
- o in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- o in the case of a partnership, two of 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 Provena Health *
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

Guy Wiebking
PRINTED NAME

President and CEO
PRINTED TITLE

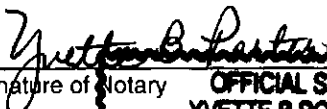


SIGNATURE

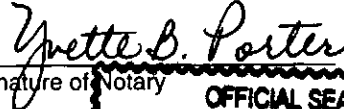
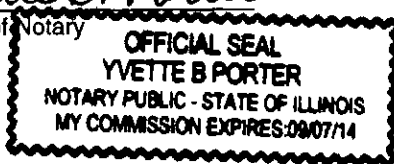
Anthony Filer
PRINTED NAME

Assistant Treasurer
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 22nd day of March 2011

Notarization:
Subscribed and sworn to before me
this 22nd day of March 2011


Signature of Notary

Seal


Signature of Notary

Seal

*Insert EXACT legal name of the applicant

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 __Cana Lakes Health Care__ * 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.

Sandra Bruce
SIGNATURE
Sandra Bruce
PRINTED NAME
President
PRINTED TITLE

Jeannie C. Frey
SIGNATURE
JEANNIE C. FREY
PRINTED NAME
Secretary
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 22 day of March, 2011

Notarization:
Subscribed and sworn to before me
this 22nd day of March

Florita de Jesus-Ortiz
Signature of Notary

Linda M Noyola
Signature of Notary

Seal
OFFICIAL SEAL
FLORITA DE JESUS-ORTIZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 05/25/11
*Insert EXACT legal name of the applicant

Seal
OFFICIAL SEAL
LINDA M NOYOLA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06/08/13

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.

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

Harlem-Belmont Surgery Center

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:

\$566,667	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;
_____	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;
\$517,621	g)	All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project—FMV of ESRD facility
\$1,084,288	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**not applicable, funded through
Internal sources**

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)
Enter Historical and/or Projected Years:				
Current Ratio				
Net Margin Percentage				
Percent Debt to Total Capitalization				
Projected Debt Service Coverage				
Days Cash on Hand				
Cushion Ratio				

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.

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 **not applicable, no 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.*	Mod.	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, non-substantive project

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 AN ATTACHMENT 43 IN NUMERICAL ORDER WITHIN THE LAST PAGE OF THE APPLICATION FORM.

XII. Charity Care Information

Manteno Dialysis Center

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

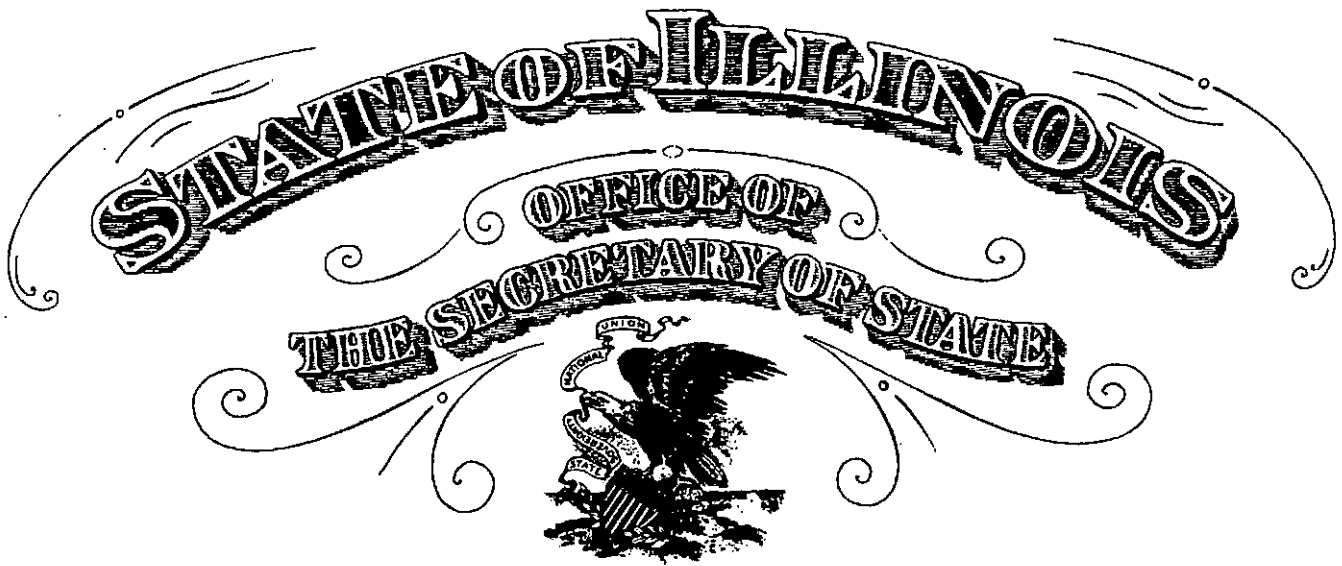
1. All applicants and co-applicants shall indicate the amount of charity care for the latest three **audited** fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.
2. If the applicant owns or operates one or more facilities, the reporting shall be for 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.

CHARITY CARE			
	2007	2008	2009
Net Patient Revenue	\$1,760,657	\$1,615,368	\$1,561,926
Amount of Charity Care (charges)	\$0	\$0	\$0
Cost of Charity Care	\$0	\$0	\$0

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

KANKAKEE VALLEY DIALYSIS NETWORK, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JULY 01, 2003, 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 DOMESTIC LIMITED LIABILITY COMPANY 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 15TH day of FEBRUARY A.D. 2011 .

Jesse White

Authentication #: 1104602882

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

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

PROVENA HEALTH, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 10, 1985, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION 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 11TH day of FEBRUARY A.D. 2011 .

Jesse White

Authentication #: 1104200726

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

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

RESURRECTION HEALTH CARE CORPORATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 27, 1949, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION 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 17TH day of JANUARY A.D. 2011

Jesse White

SECRETARY OF STATE

Authentication #: 1101700286
Authenticate at: <http://www.cyberdrivellinois.com>

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

CANA LAKES HEALTH CARE, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JANUARY 05, 1939, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION 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 4TH day of MARCH A.D. 2011 .



Authentication #: 1108302140

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

Jesse White

SECRETARY OF STATE
ATTACHMENT 1

LIMITED PARTNERS IN
KANKAKEE VALLEY DIALYSIS NETWORK, L.L.C.

Provena Hospitals d/b/a St. Mary's Hospital
500 West Court Street
Kankakee, IL

Paritosh Tiwari, M.D.
260 Barrington Drive
Bourbonnais, IL

Miguel Hizon, M.D.
350 Barrington Drive
Bourbonnais, IL

LEASE

THIS BUILDING LEASE (the "Lease") is made this ^{August 29} ~~April~~ day of 2008, by and between Jerry L. Curwick, ("Landlord"), and Kankakee Valley Dialysis Network, L.L.C., an Illinois Limited Liability Company ("Tenant"), who hereby mutually covenant and agree as follows:

ARTICLE I. GRANT AND TERM

1.0 GRANT. For and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of Tenant to be performed, Landlord hereby leases to Tenant and Tenant hereby accepts and leases from Landlord, certain premises containing one (1) building space ("Tenant Space") of approximately 5,000 square feet and a parking lot, which Tenant Space and parking lot are depicted on the building lay-out plan on Exhibit A attached hereto and which is commonly located within the commercial building ("Building") located at 5 East Division Street, Manteno, Illinois ("Real Estate"), together with all easements and appurtenances belonging to or in any way pertaining to the premises (the Real Estate, Tenant Space, parking lot, easements and appurtenances are hereinafter referred to as the "Leased Premises").

1.1 TERM. The term of this Lease (the "Term") shall be deemed to have begun on **November 1, 2008**, and shall continue for a Term of ten (10) years until such Term expires on **October 31, 2013** (the "Termination Date"), unless sooner terminated or extended pursuant to the provisions of this Lease.

1.2 OPTION TERM. Tenant shall have the right to extend the term of this Lease for an additional five (5) years, ("Option Term"), provided Tenant notifies Landlord, in writing not less than one hundred eighty days prior to the Termination Date, that it intends to extend the term, for such additional five (5) years. In the event Tenant extends the term as heretofore provided, the Option Term shall commence on the Termination Date and continue thereafter for a period of five (5) years. The Basic Rent as hereinafter defined during the Option Term shall be determined by Landlord prior to commencement of the Option Term. Except as otherwise provided in this paragraph 1.2, all other terms and conditions of the Lease shall remain in full force and effect.

ARTICLE II. POSSESSION

2.0 POSSESSION. Landlord shall deliver possession of the Leased Premises to Tenant on November 1, 2008.

ARTICLE III. PURPOSE

3.0 PURPOSES. The Leased Premises shall be used and occupied for the purposes of operating a medical facility, including a kidney dialysis center, and other related businesses and no other purpose. Tenant shall, at its own cost and expense, obtain any and all licenses and permits necessary for such use.

ATTACHMENT 2
Tenant W

from such assignee's or sublessee's actions or use of the property in question; or (iii) the proposed assignee or sublessee is subject to an enforcement order issued by any governmental authority in connection with the generation, use, disposal or storage of a Hazardous Material.

- (d) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority. The term Hazardous Material includes, without limitation, any material or substance which is (i) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1321), (ii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (iii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environment Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601); or (iv) regulated under the Emergency Planning and Community Right-To-Know Act (42 U.S.C. Section 1100 et seq.)

3.4 PARKING. The parking and common areas as shown on the building lay-out plan attached as Exhibit A shall be, at all times, available for the exclusive use of Tenant during the term of this Lease and any extension hereof; provided, however, that the condemnation or taking by any public authority or sale in lieu of condemnation, or any or all of such parking and common areas shall not constitute a violation of this Article. Landlord reserves the right, upon reasonable notice, to (1) change the entrances, exits, traffic lanes and the boundaries and locations of all such parking area(s), provided that any change shall not substantially reduce the parking area(s) as shown on said plan and (2) restrict certain portions of the parking areas for the exclusive use of customers and invitees of Tenant or other tenants of the Real Estate; provided, however, such changes shall not be made if Tenant notifies Landlord that it believes that such changes will negatively impact patient care. Landlord, at its sole discretion, shall keep the parking and common areas in a neat, clean and orderly condition, provided, Tenant shall be responsible for snow removal on the parking and common areas. Tenant shall not store, place or deposit rubbish or refuse on the parking lot, sidewalks or common areas except in rubbish receptacles designated by Landlord. Tenant shall not intentionally or unreasonably obstruct, or cause to be obstructed, any sidewalk or corridor of the common area (s) or any portion thereof. Landlord, or its agents, if Landlord has delegated such privileges, shall have the right, upon reasonable advance notice, to cause to be removed any cars, or other vehicles of Tenant, its employees, or agents that are parked in violation hereof or in violation of rules established by Landlord. Notwithstanding anything in this Lease to the contrary, Tenant and its patrons shall park such vehicles within the common area at their own risk and Landlord shall have no liability for any vandalism, theft or other damage caused to such vehicles except for physical damage caused directly by Landlord or an agent of Landlord while on the Real Estate. Tenant shall indemnify and hold Landlord harmless from any such claim, loss or damage.

ARTICLE IV. COVENANT TO PAY RENT

4.0 BASIC RENT. Tenant covenants and agrees to pay the Basic Rent herein reserved and all other sums which may become due and payable by the Tenant hereunder (sometimes collectively referred to as "Rent"). Tenant shall pay the Basic Rent, in advance on or before the first day of each and every successive calendar month during the Lease Term, as follows:

- (a) The Basic Rent (includes rent for Tenant Space and rent for parking area at the rate of Six Thousand Three Hundred Thirteen and 04/100 Dollars (\$6,313.04) per month) shall commence on the Possession Date as heretofore defined and shall be Six Thousand Three Hundred Thirteen and 04/100 Dollars (\$6,313.04) per month payable on the first day of each month during the first year of the term hereof. Commencing upon each anniversary date of the Possession Date during the term of this Lease, the Basic Rent shall be increased for the then current year as follows:

<u>Term Year</u>	<u>Rent/Month</u>
Year 2	\$6,502.43
Year 3	\$6,697.50
Year 4	\$6,898.43
Year 5	\$7,105.38

Except as otherwise provided herein, the Basic Rent shall not be adjusted except upon mutual agreement of Landlord and Tenant. Rent and other charges to be paid to Landlord under this Lease for any period less than one (1) month shall be prorated on a per diem basis. Tenant shall pay Rent to Landlord at such place as Landlord may designate in writing from time to time.

4.1 INTEREST ON LATE PAYMENTS. Each and every installment of Basic Rent and each and every payment of other charges hereunder which shall not be paid within ten (10) days of when due, shall bear interest at the rate of twelve percent (12%) per annum from the date when the same is payable under the terms of this Lease until the same shall be paid.

4.2 SECURITY DEPOSIT. Tenant has previously deposited with Landlord the sum of Six Thousand One Hundred Twenty-Nine and 16/100 (\$6,129.16) as a Security Deposit. Tenant shall not be entitled to interest on said Security Deposit. The Security Deposit may be applied by Landlord to cure any default of Tenant under this Lease after expiration of the applicable notice, grace and/or curative period specified therefor and Tenant's failure to so cure the default within such time, if any, as is so specified, and upon notice by Landlord to Tenant of such application, Tenant shall replenish the Security Deposit in full by promptly paying to Landlord the amount so applied. Within thirty (30) days after the Termination Date of this Lease and Tenant has vacated the Leased Premises, Landlord shall return to Tenant the balance, if any, of the Security Deposit. In no event shall the Security Deposit be deemed an advance payment of Rent or the last month's rental or the measure of damages for any default by Tenant under this Lease or a bar of defense to any action

which Landlord may at any time commence against Tenant. Tenant shall remit to Landlord any deficiency in the Security Deposit promptly upon Landlord's written notice to Tenant.

ARTICLE V. IMPOSITIONS

5.0 PAYMENT BY TENANT. Tenant shall pay directly, as additional Rent for the Leased Premises, all general and special taxes, including but not limited to property taxes, leasehold taxes, and assessment, which may be levied, assessed or imposed upon the Building or upon any improvements at any time situated thereon or therein, including any portion of such taxes directly attributable to improvements made by Tenant or to the Leased Premises, and the proportional amount of the taxes on the common areas, properly accruing during the term of the Lease ("Impositions"), provided, however, the Impositions shall be prorated as of the Termination Date for the last year of the Lease Term on the basis of a reasonable estimate thereof. Notwithstanding anything in this Lease to the contrary, with respect to ad valorem property taxes, Tenant shall only be responsible for the amount of such taxes in excess of the taxes for the 2003 tax year. Tenant shall pay all Impositions before they shall become delinquent and shall forward to Landlord a copy of all bills and payments for same. Landlord shall have the right, but not the obligation, at all times during the Lease Term to pay upon delinquency any Impositions which Tenant is obligated to pay hereunder, and any amounts so paid (including any penalties, late payment fees and reasonable expenses incurred by Landlord in connection therewith) shall be additional Rent due from Tenant to Landlord, payable within twenty (20) days of receipt of demand therefor. Notwithstanding the above, Tenant shall not be required to pay or discharge any Imposition against the Leased Premises as long as Tenant shall in good faith and with due diligence contest same by appropriate legal proceedings which shall have the effect of preventing the collection of the Imposition so contested and the sale or forfeiture of the Leased Premises or any part thereof. Any such contests or other efforts to reduce the taxes may be made in the names of Tenant and Landlord, and Landlord shall cooperate reasonably in any such matters but without expense to Landlord.

5.1 INSURANCE. In the event Landlord incurs premium and other costs to acquire and maintain comprehensive general liability insurance with respect to the Leased Premises in excess of premium and other costs to acquire and maintain comprehensive general liability insurance on other structures located on the Real Estate which are solely attributable to Tenant's use of the Leased Premises. Tenant shall reimburse Landlord for such additional premium and other costs upon written demand from Landlord.

ARTICLE VI. INSURANCE

6.0 KINDS AND AMOUNTS. During the term of the Lease, Landlord shall maintain insurance as follows: (a) comprehensive general liability insurance for the common areas and Building except as otherwise provided herein; (b) property insurance coverage on an "all risk" of physical loss or damage basis, exclusive of coverage for Tenant improvements. Landlord shall be the insured under said policies. From and after the date upon which Tenant shall first occupy any portion of the Leased Premises, and throughout the term of this Lease, Tenant shall purchase and maintain insurance, at its sole cost and expense, as follows: (a) comprehensive general liability insurance, including contractual liability insurance, covering claims of bodily injury, personal injury, death and property damage arising out of Tenant's operations, assumed liabilities or use and

occupancy of the Leased Premises; (b) property insurance coverage on an "all risk" of physical loss or damage basis, on all Tenant improvements and any Alterations and Tenant's fixtures, machinery, equipment, furniture and furnishings, (c) boiler and pressure vessel insurance, if boilers and/or pressure vessels are installed in the Tenant Space; and (d) worker's compensation insurance and employer's liability insurance. All property insurance shall be written on an "all risk" basis, shall be in amounts at least equal to one hundred percent (100%) of the full replacement and reconstruction cost and shall not be subject to the application of any co-insurance clauses or requirements. The coverage defined in paragraph (a) above shall provide for a \$2,000,000 combined single limit. Tenant may carry insurance required pursuant to this Lease under a "blanket" or "umbrella" policy. All contractors and subcontractors of Tenant shall also comply with the provisions hereof. Notwithstanding the foregoing, in the event that Tenant enters the Leased Premises prior to the Possession Date to install equipment and other personal property in the Tenant space, Tenant shall be required to maintain the insurance required herein at all times thereafter prior to the Termination Date.

6.1 EVIDENCE OF INSURANCE. Prior to the date on which it first occupies the Leased Premises, Tenant shall furnish to Landlord certificates evidencing the insurance required of Tenant under this Lease. The certificates shall provide that the insurance reflected therein will not be modified or canceled unless thirty (30) days prior written notice is given to Landlord, except in the event that cancellation is for nonpayment of premiums, in which event the Landlord must be given ten (10) days prior written notice. Any such modification or cancellation shall only occur if there is in effect on the date of such modification or cancellation insurance at least the equivalent in coverage and amount of the insurance to be modified or canceled, and for which Landlord has been furnished with replacement certificates of insurance reasonably acceptable to Landlord. Tenant shall also cause the Landlord, Jerry L. Curwick and Paula Ann Curwick, to be named as an additional named insured party on each of the insurance policies required by paragraph 6.0 (a), (b) and (c) with respect to the Leased Premises only.

6.2 MUTUAL WAIVER OF SUBROGATION RIGHTS. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease, or anyone claiming by, through, or under either party and which claim is related to or arises in connection with the Leased Premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense or required under this Lease to be so insured, then the party so insured (or so required) hereby releases the other party from any liability said other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost thereupon keeping such release and waiver in full force and effect). Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or other entity or individual), Landlord and Tenant each agree to give to each insurance company which has issued, or in the future may issue, policies of fire and extended coverage insurance, written notice of the terms of this mutual waiver, and to have said

insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

ARTICLE VII. DAMAGE OR DESTRUCTION

7.0 TENANT'S OBLIGATION TO NOTIFY. In the event the Building, the Tenant Space or other improvements thereon or any part thereof are damaged or destroyed by fire, explosion or other casualty of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, insured or uninsured, Tenant shall give Landlord prompt notice thereof and, provided Tenant is not in default, Tenant shall have the option to terminate this Lease effective as of the date of damage or destruction in the event Landlord elects not to repair the Building within ninety (90) days after such notification. Landlord shall have no obligation to perform such repairs unless Landlord shall have received or be entitled to receive insurance proceeds in an amount equal to or greater than the cost to repair such damage, which option shall be exercised by written notice to the Tenant within sixty (60) days after the damage. If the Tenant does not elect to terminate, Tenant shall repair the damages or destruction only in the event that the Tenant may adjust the loss and the insurance proceeds are made available therefor and the Rent, Impositions and other charges shall be abated in proportion to the degree to which Tenant's use of the Leased Premises is impaired.

ARTICLE VIII. CONDEMNATION.

8.0 TAKING OF WHOLE. If the whole of the Leased Premises shall be taken or condemned for a public or quasi-public use or purpose by a competent authority, including voluntary conveyances made in lieu of such taking or condemnation, or if such a portion of the Leased Premises shall be so taken that as a result thereof the balance cannot be used for the same purpose as expressed in Section 3.0, then in either of such events, the Lease Term shall terminate upon delivery of possession to the condemning authority. Each of Tenant and Landlord shall have the right to negotiate for, request, sue for and receive its own separate award as its respective interest may allow.

8.1 PARTIAL TAKING. If only a part of the Leased Premises shall be so taken or condemned and as a result thereof the balance of the Leased Premises can be used by Tenant for the same purpose as expressed in Section 3.0, this Lease shall not terminate and Landlord shall immediately commence and diligently pursue the repair and restoration of the Leased Premises and all improvements thereon as nearly as practicable to their condition immediately preceding the condemnation. If 50% or more of the Leased Premises shall be so taken or condemned, Tenant may terminate this Lease by giving written notice thereof to the other party within sixty (60) days after such taking. The Basic Rent and all other charges shall be equitably abated following delivery of possession to the condemning body. Each of the Tenant and Landlord shall have the right to negotiate for, request, sue for the receive its own separate award as its respective interest may allow.

ARTICLE IX. MAINTENANCE AND ALTERATIONS

9.0 MAINTENANCE. Tenant shall, at Tenant's cost and expense, keep and maintain the Tenant Space, equipment, fixtures and facilities therein (including, without limitation, the heating, ventilating and air conditioning equipment, the electrical systems, plumbing fixtures, light fixtures, partitions, doors, door jams) clean and sanitary and in good condition and repair, including, when necessary, replacements and reasonable periodic painting (including, without limitations, replacing all broken glass with glass of the same size and quality as that broken). Tenant shall provide, at its sole cost and expense, Janitorial Service for the Tenant Space. Tenant shall be responsible for snow removal and salting of sidewalks. In the event Tenant uses salt, only salt which is non-corrosive to concrete shall be used. Tenant shall maintain the Leased Premises and conduct its operations in a safe, clean and healthful condition, in compliance with all applicable laws, ordinances, health and police regulations and with all applicable rules and regulations of fire underwriters or their fire protection engineers. All repairs, replacement and restorations shall be done in a good and workmanlike manner.

9.1 EXTERIOR MAINTENANCE. Landlord shall maintain the exterior of the Building and the Leased Premises, including, but not limited to the foundation, structural portions of exterior walls and roof. Tenant shall be responsible for shall provide landscaping, grass cutting and mowing, tree and bush trimming, parking lot maintenance, sealing and stripping, parking lot lighting fixtures, in good condition and repair, including replacements. Tenant shall be responsible for snow removal and salting of sidewalks and parking areas. Tenant shall maintain all receptacles for garbage, rubbish or other refuse on the Leased Premises which are designated for Tenant's use in clean and sanitary condition.

9.2 ALTERATIONS. Except with Landlord's prior written consent or to fulfill its obligations under Section 9.0 and 9.1 hereof, which consent shall not be unreasonably withheld or delayed, Tenant shall not make any improvements, installations, changes, alterations or additions to the Leased Premises or to the Tenant Space or the Building. From and after the date hereof, Tenant, at Tenant's expense, shall make all additions, improvements, alterations and repairs to the Tenant Space and on and to the appurtenances and equipment thereof as required by any governmental authority having jurisdiction over the Tenant Space and made necessary as a result of Tenant's use and/or occupancy of the Leased Premises. If Landlord shall consent to any alternations, additions or improvements proposed by Tenant, Tenant shall construct the same in accordance with all applicable laws, ordinances, rules and regulations, and shall provide such assurances to Landlord as Landlord shall reasonably require to protect against loss from any mechanics' liens. Tenant shall bear all expenses for and arising from any improvements, installations, changes, additions, alterations and repairs undertaken by or required of Tenant pursuant to this Section 9.2, which said improvements, installations, changes, additions, alterations and repairs shall be the property of Landlord.

9.3 PRECONDITIONS. Before Tenant commences any repairs, restoration, rebuilding, maintenance or alterations to the structural elements of the Tenant Space or the Building, plans and specifications therefore, prepared by a licensed architect reasonably satisfactory to Landlord, shall be submitted to Landlord for approval which approval shall not be unreasonably withheld or delayed.

ARTICLE X. ASSIGNMENT AND SUBLETTING

10.0 CONSENT REQUIRED. Tenant shall not, without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed, (a) assign, convey, pledge, encumber or mortgage this Lease or any interest under it, except that Tenant shall have the right to assign this Lease in connection with the sale of the business of Tenant; (b) allow any transfer of any lien upon Tenant's interest by operation of law (except if contested and insured over to Landlord's satisfaction); (c) sublet the Leased Premises or any part thereof; or (d) permit the use or occupancy of the Leased Premises or any part thereof by anyone other than Tenant. Landlord shall have the right to assign this Lease, including all of its rights and obligations thereunder.

ARTICLE XI. LIENS AND ENCUMBRANCES

11.0 TITLE. Landlord shall provide Tenant with evidence that it holds title to the Real Estate prior to the Possession Date. Tenant shall not do any act which shall in any way encumber the title of Landlord in and to the Leased Premises or the Real Estate nor shall the interest or estate of Landlord in the Leased Premises or the Real Estate be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Leased Premises or the Real Estate arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Leased Premises and the Real Estate. Tenant shall not, at any time prior to the Possession Date or during the term of this Lease, permit the Leased Premises or the Real Estate to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Leased Premises or the Real Estate by, or at the direction or sufferance of, Tenant (except if contested and insured over to Landlord's satisfaction).

ARTICLE XII. UTILITIES

12.0 UTILITIES. Tenant shall purchase all utility services, including but not limited to gas, telephone, cable, fuel, electricity, water, rubbish, refuse, grease, oil and waste pickup, and other utilities furnished to the Tenant Space from the utility or municipality providing such service, and shall pay for such services when such payments are due. If utilities are not separately metered, Tenant shall pay its proportionate and equitable share as determined by Landlord in its reasonable determination.

ARTICLES XIII. INDEMNITY

13.0 INDEMNITY. To the extent not prohibited by law, and except to the extent caused by Landlord's negligence, Tenant shall defend, protect, indemnify and save harmless Landlord, its respective members, affiliates, directors, officers, agents, servants and employees from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, reasonable attorneys fees) imposed upon, incurred by or asserted against them by reason of any damage either to person, property or business or resulting from the use by Tenant and its

employees and invitees of the Leased Premises or any adjacent public property used by Tenant, its employees or invitees or a breach of Tenant's covenants specifically including, but not limited to the provisions of Article III, subparagraphs 3.1, 3.2 and 3.3. To the extent not prohibited by law, and except to the extent caused by Tenant's negligence, Landlord shall defend, protect, indemnify and save harmless Tenant and its members, affiliates, directors, officers, agents, servants and employees from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney's fees) imposed upon, incurred by or asserted against Landlord by reason of any damage or injury either to person or property as a result of (a) Landlord's negligence or omission in connection with the maintenance and repair of the common area, except to the extent such damage or injury is caused in whole or in part by the acts or omissions of Tenant or its patrons, and (b) any environmental contamination not caused in whole or in part by Tenant or its customers.

ARTICLE XIV. RIGHTS RESERVED TO LANDLORD

14.0 RIGHTS RESERVED TO LANDLORD. Without limiting any other rights reserved or available to Landlord under this Lease, at law or in equity, Landlord, on behalf of itself, its beneficiaries and its agents reserves the following rights to be exercised at Landlord's election:

- (a) To inspect the Leased Premises and to make repairs, additions or alterations to the Leased Premises or the Building, at Tenant's expense if such repairs, additions or alterations were obligations of Tenant hereunder; except in case of emergency all such activity shall be during normal business hours, on 24 hours' oral or written notice to Tenant and with as little interference as possible with Tenant; and
- (b) To show (during normal business hours and upon 24 hours oral or written notice to Tenant) the Leased Premises to prospective purchasers, mortgagees or other persons having a legitimate interest in viewing the same, and, at any time within twelve (12) months prior to the expiration of the Lease Term, to persons wishing to rent the Leased Premises and, during the same four month period, Landlord may place "For Rent" signs on the Leased Premises.

The Landlord may enter upon the Leased Premises for any and all of said purposes and may exercise any and all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's use or possession of the Leased Premises, and without being liable in any manner to Tenant, except for intentional damage or negligence. Notwithstanding anything in this Article XIV to the contrary, Landlord shall use its best efforts to coordinate with Tenant, prior to Landlord's exercise of its rights under this Article XIV, when Landlord intends to exercise such rights so as to minimize any disturbance to patient care. In the event Landlord's exercise of such rights is deemed to be contrary to any federal or state law or regulation relating to privacy protection, Landlord shall use its best efforts to exercise such rights in a manner consistent with such laws and regulations.

ARTICLE XV. QUIET ENJOYMENT

15.0 QUIET ENJOYMENT. So long as Tenant is not in default under the covenants and agreements of this Lease, Tenant's quiet enjoyment of the Leased Premises shall not be disturbed or interfered with by Landlord.

ARTICLE XVI. SUBORDINATION

16.0 SUBORDINATION. Tenant shall subordinate its interest to any mortgage of Landlord, provided the mortgagee enters into a non-disturbance agreement allowing Tenant to continue to occupy the Leased Premises and exercise all of its rights under this Lease as long as Tenant is not in default under this Lease.

ARTICLE XVII. SURRENDER

17.0 SURRENDER. Except as otherwise provided herein, upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Tenant's right to possession of the Leased Premises, Tenant will at once surrender and deliver up the Leased Premises, to Landlord in good condition and repair, reasonable wear and tear excepted.

17.1 REMOVAL OF TENANT'S PROPERTY. Upon the termination of this Lease, Tenant may remove Tenant's trade fixtures, equipment and other personal property, provided, however, Tenant shall repair any injury or damage to the Leased Premises which may result from such removals. If Tenant does not remove Tenant's said property from the Leased Premises prior to the end of the Term, Landlord may, at its option, (i) remove the same and deliver the same to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal (including the repair of any injury or damage to the Leased Premises resulting from such removal), delivery and warehousing to Landlord on demand, or (ii) treat such property as having been conveyed to Landlord with this Lease as by a Bill of Sale, without further payment, whether by set-off, credit allowance or otherwise, by Landlord or Tenant.

17.2 HOLDING OVER. Unless other agreed in writing between Landlord and Tenant, any holding over by Tenant of the Leased Premises after the expiration of this Lease shall operate and be construed to be a tenancy from month to month only, at a monthly rental equal to 200% of the Basic Rent, plus all sums otherwise due hereunder. Nothing contained in this Section 17.2 shall be construed to give Tenant the right to hold over after the expiration of this Lease, and Landlord may exercise any and all remedies at law or in equity to recover possession of the Leased Premises. Tenant agrees that acceptance of rent by the Landlord after such termination shall not constitute a renewal nor operate as a waiver of Landlord's right of re-entry or any other right.

ARTICLE XVIII. REMEDIES

18.0 DEFAULTS. If default shall be made in the payment of Rent or any installment thereof or in the payment of any other sum required to be paid by Tenant under this Lease or under the terms of any other agreement between Landlord and Tenant and such default shall continue for five (5) days after the same was due, or if default shall be made in the observance or performance of any of the other covenants or conditions in this Lease which Tenant is required to observe and perform and such default shall continue for fourteen (14) days after written notice to Tenant (provided that if not curable within fourteen (14) days, such period shall be extended for not more than an additional thirty (30) days if Tenant commences to cure within such fourteen (14) day period and as long as Tenant diligently pursues such cure), or if a default involves a hazardous condition and is not cured by Tenant immediately upon written notice to Tenant (or if not immediately curable, Tenant fails to commence immediately and diligently pursue such cure), or if the interest of Tenant in this Lease shall be levied on under execution or other legal process, or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Tenant, or if any involuntary petition in bankruptcy shall be filed against Tenant under any federal or state bankruptcy or insolvency act and shall not have been dismissed within thirty (30) days from the filing thereof, or if a receiver shall be appointed for Tenant or any of the property of Tenant by any court and such receiver shall not have been dismissed within sixty (60) days from the date of his appointment, or if Tenant shall make an assignment for the benefit of creditors, or if Tenant shall admit in writing Tenant's inability to meet Tenant's debts as they mature, or if Tenant defaults then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon at its option may, with notice to Tenant, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

(i) Landlord may terminate this Lease and the Term created hereby, in which event Landlord may forthwith repossess the Leased Premises and be entitled to recover forthwith, in addition to any other sums or damages for which Tenant may be liable to Landlord, as damages (a) a sum of money equal to the excess of the present value of the Rent provided to be paid by Tenant for the balance of the Term over the present value of the fair market rent for the Leased Premises, taking into account the time the Leased Premises may be vacant and the expenses necessary to obtain a replacement tenant or tenants, and commissions and expenses relating to the recovery of the Leased Premises, preparation for reletting and for reletting itself; and (b) the cost of performing any other covenants to be performed by Tenant. For the purpose of determining present value, Landlord and Tenant agree that the interest rate shall be the rate applicable to the then-current yield on obligations of the U.S. Treasury having a maturity date on or about the Termination Date. Should the present value of the fair market rent for the Leased Premises, after deduction of all anticipated expenses of reletting for the balance of the Term exceed the present value of the Rent provided to be paid by Tenant for the balance of the Term, Landlord shall have no obligation to pay to Tenant the excess or any part thereof or to credit such excess or any part thereof against any other sums or damages for which Tenant may be liable to Landlord.

(ii) Landlord may terminate Tenant's right of possession and may repossess the Leased Premises by forcible entry and detainer suit, by taking peaceful possession with Tenant's consent or by court order, without terminating this Lease, in which event Landlord may, but shall be under no obligation to, relet the same (except to the extent required by applicable law) for the

ARTICLE XIX. MISCELLANEOUS

19.0 LANDLORD'S RIGHT TO CURE. Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims); and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including without limitation, reasonable attorneys' fees, shall be considered Rent and shall be paid by Tenant promptly upon demand by Landlord.

19.1 AMENDMENTS MUST BE IN WRITING. None of the covenants, terms or conditions of this Lease, to be kept and performed by either party, shall in any manner be altered, waived, modified, changed or abandoned, except by a written instrument, duly signed, acknowledged and delivered by the party against which such modification is being asserted.

19.2 NOTICES. All notices to or demands upon Landlord or Tenant desired or required to be given under any of the provisions hereof, shall be in writing. Any notices or demands shall be deemed to have been given upon personal delivery or two days after being deposited in the United States mail, registered or certified mail, return receipt requested, in an envelope properly stamped and addressed to Tenant as shown on the execution page or to such address that Tenant may have furnished by written notice to Landlord, and addressed to Landlord as shown on the execution page, or at such other address as Landlord may have furnished by written notice to Tenant.

19.3 RECORDING. At the request of Landlord or Tenant, the parties will execute a Short Form Lease for Recording.

19.4 TIME OF ESSENCE. Time is of the essence of this Lease, and of each provision herein.

19.5 RELATIONSHIP OF PARTIES. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture by the parties hereto, it being understood and agreed that no provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of landlord and tenant.

19.6 CAPTIONS. The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope of intent of the provisions hereof.

19.7 LAW APPLICABLE. This Lease shall be construed and enforced in accordance with the laws of the state of Illinois without regard to the State's principles of conflicts of laws. The parties further agree that if a conflict or other controversy arises out of or on relation to this Lease which results in litigation, the courts situated in Kankakee County, Illinois shall have jurisdiction and any such litigation shall be filed with and heard by such courts.

19.8 COVENANTS BINDING ON SUCCESSORS. All of the covenants, agreements, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. In the

event Landlord transfers or encumbers his interest in the Real Estate, except as otherwise provided herein, this Lease and Tenant's rights hereunder shall remain in effect pursuant to the terms hereof so long as Tenant is not in default under the terms hereof.

19.9 BROKERAGE. Landlord and Tenant each warrant to the other that it has had no dealings with any broker or agent in connection with this Lease other than Bennett Commercial.

19.10 SIGNS. Tenant shall install no exterior sign or other signage visible on or through any windows of the Building or on any exterior walls of the building without Landlord's prior written approval of detailed plans and specifications therefor, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant shall be allowed to install, at its sole cost, signage above the awning adjacent to the Tenant space provided Tenant shall be required to submit a signage plan (including the size, color and style of characters of any letters, numbers or symbols used in such signage) for Landlord's approval, which approval shall not be unreasonably withheld.

19.11 ESTOPPEL CERTIFICATES. Tenant shall from time to time upon not less than ten (10) days prior written request from Landlord execute, acknowledge and deliver to Landlord a written statement certifying, if true, that (i) Tenant has accepted the Leased Premises, (ii) this Lease is unmodified and in full force and effect (or if there have been modifications, stating same), (iii) the Landlord is not in default hereunder and (iv) the Rent and other charges have been paid currently to a specified date. Tenant shall, at the request of Landlord, subordinate this Lease and its rights hereunder to Landlord's mortgage lender, provided such shall not effect Tenant's rights to possession of the Leased Premises in accordance with the terms of this Lease.

19.12 RULES AND REGULATIONS. Landlord shall have the right to adopt and enforce rules and regulations to govern and control the use of the parking areas and the common areas, odors, lighting, noise, hours of operation, the location of deliveries, temperature maintenance, and outside displays.

19.13 RIGHT OF FIRST REFUSAL. Provided Tenant is not in default under the terms of this Lease, in the event Landlord, during the initial term or any extended term of this Lease, receives a bona fide written offer from a third person to lease all of the Adjoining Premises described on "Exhibit C" which offer the Landlord desires to accept. Landlord shall give written notice of such offer to Lease together with a copy of such written Lease to Tenant. Such notice shall state the name, business or residence address of the proposed Tenant, the rent proposed to be paid by the Tenant and any other terms and conditions of the Lease. Tenant shall thereupon have an option for a period of ten (10) days after receipt of such written notice to lease the Adjoining Premises designated in such notice on the terms set forth in said notice and proposed Lease. Tenant may exercise its Right of First Refusal by giving written notice of the exercise thereof to Landlord within said ten (10) period as above set forth. In the event Tenant fails to exercise said right of first refusal, then the Landlord may enter into the Lease described in the notice to the person, firm or corporation indicated in said notice and substantially upon the terms stated in said notice to Tenant, and provided that the Right of First Refusal set forth in this paragraph 19.13 shall be deemed to have automatically terminated. Tenant shall have no right to Lease less than all of the space described in the Notice from Landlord.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

Jerry L. Curwick

Address: _____

TENANT:

Kankakee Valley Dialysis Network, L.L.C., an Illinois Limited Liability Company

By: José Pontabene

Address: 1 East Division
Marengo, IL 60950

EXHIBIT A

BUILDING LAY-OUT PLAN

Initial Landlord _____
ATTACHMENT-2
Tenant _____

Guaranty

The undersigned hereby guarantees the obligations of Tenant under the Lease
dated Aug 29, 2008.

Lisa Ponzaleno

Date: 8/29/08



To all to whom these Presents Shall Come, Greeting:

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

KANKAKEE VALLEY DIALYSIS NETWORK, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JULY 01, 2003, 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 DOMESTIC LIMITED LIABILITY COMPANY 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 15TH day of FEBRUARY A.D. 2011 .



Authentication #: 1104602882

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

Jesse White

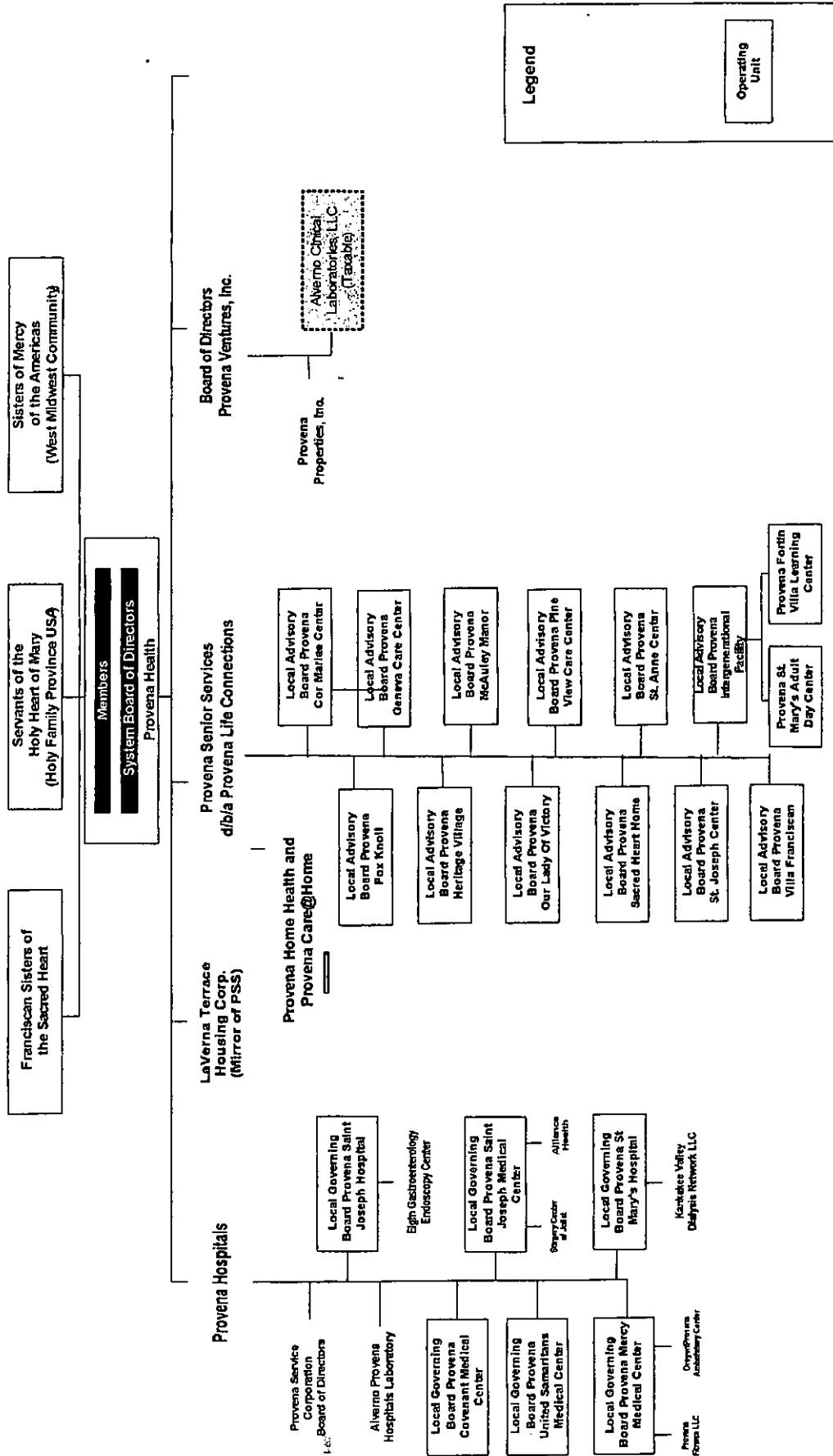
SECRETARY OF STATE

ATTACHMENT 3

CURRENT ORGANIZATIONAL CHARTS

January 2011

Provena Health
Organizational Governance Structure



Resurrection Health Care Corporation
Legal Organizational Structure
As of October 21, 2010
Footnotes

- ^A Formerly named Saint Francis Hospital of Evanston (name change effective November 22, 2004)
- ^B Became part of the Resurrection system effective March 1, 2001, as part of the agreement of co-sponsorship between the Sisters of the Resurrection, Immaculate Conception Province and the Sisters of the Holy Family of Nazareth, Sacred Heart Province
- ^C Created from merger of Saint Elizabeth Hospital into Saint Mary of Nazareth Hospital Center, and name change of latter (surviving) corporation, both effective 12/1/03. Saint Mary of Nazareth Hospital Center (now part of Saints Mary and Elizabeth Medical Center) became part of Resurrection system under the co-sponsorship agreement referenced in Footnote B above
- ^D Saint Joseph Hospital, f/k/a Cana Services Corporation, f/k/a Westlake Health System
- ^E Formerly known as West Suburban Health Services, this 501(c)(3) corporation had been the parent corporation of West Suburban Medical Center prior to the hospital corporation becoming part of the Resurrection Health Care system. Effective January 1, 2010, Resurrection Ambulatory Services assumed the assets and liabilities of Resurrection Services' ambulatory care services division.
- ^F A Cayman Islands corporation registered to do business as an insurance company
- ^G Corporation formerly known as Westlake Nursing and Rehabilitation Center (also f/k/a Leyden Community Extended Care Center, Inc.)
- ^H Resurrection Home Health Services, f/k/a Health Connections, Inc., is the combined operations of Extended Health Services, Inc., Community Nursing Service West, Resurrection Home Care, and St. Francis Home Health Care (the assets of all of which were transferred to Health Connections, Inc. as of July 1, 1999).
- ^I Holy Family Health Preferred is a former d/b/a of Saints Mary and Elizabeth Health Preferred, and Saint Joseph Health Preferred. Operates under the d/b/a names of Resurrection Health Preferred, Saint Francis Health Preferred, and Holy Family Health Preferred
- ^J D/B/A name for Proviso Family Services, a/k/a ProCare Centers, a/k/a Employee Resource Centers
- ^K Former parent of Holy Family Medical Center; non-operating 501(c)(3) "shell" available for future use
- ^L An Illinois general partnership between Saint Joseph Hospital and Advocate Northside Health System, an Illinois not for profit corporation
- ^M Resurrection Health Care is the Corporate Member of RMNY, with extensive reserve powers, including appointment/removal of all Directors and approval of amendments to the Corporation's Articles and Bylaws. The Sponsoring Member of the Corporation is the Sisters of the Resurrection New York, Inc.
- ^N Resurrection Services owns over 50% of the membership interests of Belmont/Harlem, LLC, an Illinois limited liability company, which owns and operates an ambulatory surgery center
- ^O Resurrection Services owns a majority interest in the following Illinois limited liability companies which own and operate sleep disorder diagnostic centers: RES-Health Sleep Care Center of River Forest, LLC; RES-Health Sleep Care Center of Lincoln Park, LLC; RES-Health Sleep Care Center of Evanston, LLC; RES-Health Sleep Care Center of Chicago Northwest, LLC
- ^P Joint Venture for clinical lab services for 2 other Catholic health care systems, Provena and Sisters of Saint Francis Health Services, Inc., consisting of an Indiana limited liability company of which Resurrection Services is a 1/3 member, and a tax-exempt cooperative hospital service corporation, of which all Resurrection tax-exempt system hospitals collectively have a 1/3 interest
- ^Q Formerly named Westlake Community Hospital; all the assets of this corporation were sold to VHS Westlake Hospital Inc., effective August 1, 2010
- ^R Formerly named West Suburban Medical Center; all the assets of this corporation were sold to VHS West Suburban Medical Center, Inc., effective August 1, 2010

PROPOSED ORGANIZATIONAL CHART

IDENTIFICATION OF PROJECT COSTS

Fair Market Value of the ESRD Facility and equipment

The FMV of the facility (\$346,150) was identified as 50% of the lease payments for the term of the ESRD facility's lease, consistent with Resurrection's ownership share, and pursuant to a discussion of methodology with IHFSRB staff. The FMV of the equipment (\$171,471) represents 50% of the amount identified in the 2009 financial statement's balance sheet.

Consulting and Other Fees

The transaction-related costs anticipated to be incurred by Provena Health and Resurrection Health Care Corporation (approximately \$8,500,000) was equally apportioned among the thirteen hospitals, one ASTC and one ESRD facility for which CON applications need to be filed. The transaction-related costs include, but are not limited to: the due diligence process, the preparation of transaction-related documents, the CON application development process, CON review fees, and outside legal counsel, accounting and consulting fees.

7435 West Talcott Avenue
Chicago, Illinois 60631
773.792.5555



Sandra Bruce, FACHE
President & Chief Executive Officer

March 24, 2011

Illinois Health Facilities
and Services Review Board
525 West Jefferson
Springfield, IL 62761

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 (IHFSRB) that:

1. Over the past three years, there have been a total of five adverse actions involving a Resurrection hospital (each addressing Medicare Conditions of Participation). Two such actions relate to Our Lady of the Resurrection Medical Center (OLR), and three such actions relate to Saint Joseph Hospital (SJH). All five actions were initiated in 2009. Three of the five actions were fully resolved in 2009 to the satisfaction of CMS and IDPH, through plans of correction: (a) SJH was cited twice (in an initial and follow up survey) with certain deficiencies in conducting and documenting rounds on its psychiatry unit; and (b) OLR was cited with deficiencies in medical staff training and competencies in certain intubation procedures. The remaining two actions, each of which involves life safety code issues related to the age of the physical plant of OLR and SJH, are scheduled for plan of correction completion by March 31, 2011 and December 31, 2011 respectively.
2. Resurrection Health Care Corporation authorizes the State Board and State Agency access to information 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 State 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,

A handwritten signature in cursive script that reads "Sandra Bruce".

Sandra Bruce, FACHE
President & CEO

SB/fdjo



March 23, 2011

Illinois Health Facilities
and Services Review Board
525 West Jefferson
Springfield, IL 62761

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 (IHFSRB) that:

3. Neither Provena Health ("Provena") nor any wholly-affiliated corporation that owns or operates a facility subject to the IHFSRB's jurisdiction has had any adverse actions (as defined in Section 1130.140) taken against any hospital or ESRD facility during the three (3) year period prior to the filing of this application, and
4. Provena Health authorizes the State Board and State Agency access to information 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 State 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,

A handwritten signature in cursive script that reads "Meghan Kieffer".

Meghan Kieffer
System Senior Vice President/General Counsel



A handwritten signature in cursive script that reads "Yvette B. Porter".

FACILITIES LICENSED IN ILLINOIS

	Name	Location	IDPH Licensure #
Hospitals Owned by Resurrection Health Care Corporation:			
	Saint Mary of Nazareth Hospital	Chicago	2584
	Saint Elizabeth Hospital	Chicago	5314
	Resurrection Medical Center	Chicago	1974
	Saint Joseph Hospital	Chicago	5181
	Holy Family Medical Center	Des Plaines	1008
	St. Francis Hospital of Evanston	Evanston	2402
	Our Lady of Resurrection Medical Center	Chicago	1719
Hospitals Owned by Provena Health:			
	Covenant Medical Center	Urbana	4861
	United Samaritan Medical Center	Danville	4853
	Saint Joseph Medical Center	Joliet	4838
	Saint Joseph Hospital	Elgin	4887
	Provena Mercy Center	Aurora	4903
	Saint Mary's Hospital	Kankakee	4879
Ambulatory Surgical Treatment Centers Owned by Resurrection Health Care Corporation:			
	Belmont/Harlem Surgery Center, LLC*	Chicago	7003131
End Stage Renal Disease Facilities Owned by Provena Health:			
	Manteno Dialysis Center	Manteno	n/a
Long-Term Care Facilities Owned by Provena Health:			
	Provena Villa Franciscan	Joliet	2009220
	Provena St. Anne Center	Rockford	2004899
	Provena Pine View Care Center	St. Charles	2009222
	Provena Our Lady of Victory	Bourbonnais	2013080
	Provena Geneva Care Center	Geneva	1998975
	Provena McCauley Manor	Aurora	1992916
	Provena Cor Mariae Center	Rockford	1927199
	Provena St. Joseph Center	Freeport	0041871
	Provena Heritage Village	Kankakee	0042457
Long-Term Care Facilities Owned by Resurrection Health Care Corporation:			
	Holy Family Nursing and Rehabilitation Center	Des Plaines	0048652
	Maryhaven Nursing and Rehabilitation Center	Glenview	0044768
	Resurrection Life Center	Chicago	0044354
	Resurrection Nursing and Rehabilitation Ctr.	Park Ridge	0044362
	Saint Andrew Life Center	Niles	0044776
	Saint Benedict Nursing and Rehabilitation Ctr.	Niles	0044784
	Villa Scalabrini Nursing and Rehabilitation Ctr.	Northlake	0044792
	* Resurrection Health Care Corporation has a 51% ownership interest		
	** Provena Health has a 50% ownership interest		



State of Illinois 2009511
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.

DANON T. ARNOLD, M.D.
DIRECTOR

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

EXPIRATION DATE	CATEGORY	ISS. NO.
12/31/11	B68B	0002584
FULL LICENSE		
GENERAL HOSPITAL		
EFFECTIVE: 01/01/11		

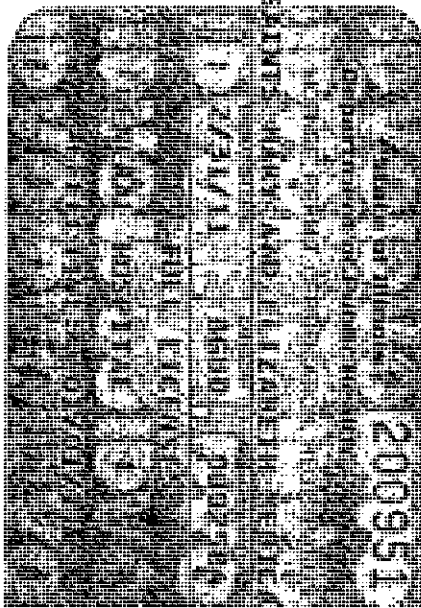
BUSINESS ADDRESS

SAINTS MARY AND ELIZABETH MEDICAL CENTE
 D/B/A SAINT MARY OF NAZARETH HOSPITAL
 2233 WEST DIVISION STREET
 CHICAGO IL 60622

The face of this license has a colored background printed by authority of the State of Illinois 7/97.

↑
 DISPLAY THIS PART IN A
 CONSPICUOUS PLACE

REMOVE THIS CARD TO CARRY AS AN
 IDENTIFICATION



11/06/10
 SAINTS MARY AND ELIZABETH MED
 D/B/A SAINT MARY OF NAZARETH H
 2233 WEST DIVISION STREET
 CHICAGO IL 60622

FEE RECEIPT NO.



State of Illinois 2009544
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.

DARON T. ARNOLD, M.D.
DIRECTOR

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

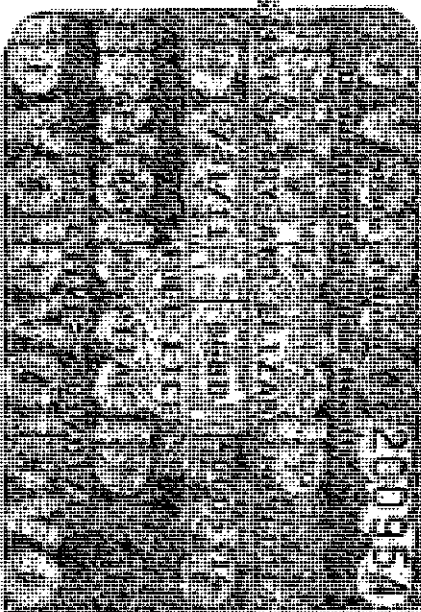
EXPIRATION DATE 12/31/11	CATEGORY 858D	LP NUMBER 0005314
FULL LICENSE		
GENERAL HOSPITAL		
EFFECTIVE: 01/01/11		

SAINTS MARY AND ELIZABETH MEDICAL CENTER
D/B/A SAINT ELIZABETH HOSPITAL
1431 NORTH CLAREMONT AVENUE
CHICAGO, IL 60622

The face of this license has a colored background. Printed by Authority of the State of Illinois, 1997.

↑
 DISPLAY THIS PART IN A
 CONSPICUOUS PLACE

REMOVE THIS CARD TO CARRY AS AN
 IDENTIFICATION



11/06/10
SAINTS MARY AND ELIZABETH MEDICAL CENTER
D/B/A SAINT ELIZABETH HOSPITAL
1431 NORTH CLAREMONT AVENUE
CHICAGO, IL 60622

FEE RECEIPT NO.



March 22, 2011

Margaret McDermott
Saints Mary and Elizabeth Medical Center
1431 N. Claremont
Chicago, IL 60622

Dear Ms. McDermott:

This letter is to certify that Saints Mary and Elizabeth Medical Center in Chicago, IL is currently accredited by the Healthcare Facilities Accreditation Program (HFAP) of the American Osteopathic Association (AOA).

The hospital was surveyed for re-accreditation by HFAP on November 15-17, 2010. They are currently in process and have not yet received their Accreditation Letter or Certificate.

You may use a copy of this letter with external organizations to demonstrate your accreditation status. Questions about the HFAP may be directed to my attention via phone at 312-202-8060.

Sincerely,

A handwritten signature in cursive script that reads "Troy Repuszka".

Troy Ann Repuszka, RN, BScN,
Deputy Director, HFAP



State of Illinois 2009495
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.

DANN T. ARNOLD, M.D.
DIRECTOR
Issued under the authority of
 The State of Illinois
 Department of Public Health

<small>EXPIRATION DATE</small> 12/31/11	<small>CATEGORY</small> 066D	<small>TO NUMBER</small> 0001974
FULL LICENSE GENERAL HOSPITAL EFFECTIVE: 01/01/11		

BUSINESS ADDRESS

RESURRECTION MEDICAL CENTER
7435 WEST TALCOTT AVENUE

CHICAGO IL 60631

This form of this license has a colored background. Issued by Authority of the State of Illinois - 197.

← DISPLAY THIS PART IN A
 CONSPICUOUS PLACE

REMOVE THIS CARD TO CARRY AS AN
 IDENTIFICATION

State of Illinois 2009495
Department of Public Health

RESURRECTION MEDICAL CENTER
LICENSE, PERMIT, CERTIFICATION, REGISTRATION

<small>EXPIRATION DATE</small> 12/31/11	<small>CATEGORY</small> 666D	<small>TO NUMBER</small> 0001974
--	---------------------------------	-------------------------------------

FULL LICENSE

GENERAL HOSPITAL
EFFECTIVE: 01/01/11

11/06/10

RESURRECTION MEDICAL CENTER
7435 WEST TALCOTT AVENUE
CHICAGO IL 60631

SEE RECEIPT NO.



March 22, 2011

Sandra Bruce, CEO
Resurrection Medical Center
7435 W. Talcott
Chicago, IL 60637

Dear Ms. Bruce:

This letter is to certify that Resurrection Medical Center in Chicago, IL is currently accredited by the Healthcare Facilities Accreditation Program (HFAP) of the American Osteopathic Association (AOA).

The hospital was surveyed for re-accreditation by HFAP on November 29-December 1, 2010. They are currently in process and have not yet received their Accreditation Letter or Certificate.

You may use a copy of this letter with external organizations to demonstrate your accreditation status. Questions about the HFAP may be directed to my attention via phone at 312-202-8060.

Sincerely,

A handwritten signature in cursive script that reads "Troy Repuszka".

Troy Ann Repuszka, RN, BScN,
Deputy Director, HFAP

← DISPLAY THIS PART IN A CONSPICUOUS PLACE

REMOVE THIS CARD TO CARRY AS AN IDENTIFICATION



State of Illinois 2040005

Department of Public Health

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

SAINT JOSEPH HOSPITAL

EXPIRATION DATE	CATEGORY	ID. NUMBER
07/02/12	BEHL	0005181

FULL LICENSE

GENERAL HOSPITAL

EFFECTIVE: 07/03/11

06/04/11

SAINT JOSEPH HOSPITAL
2900 NORTH LAKE SHORE DRIVE

CHICAGO IL 60657

FEE RECEIPT NO.



State of Illinois 2040005 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.

GAMEN J. ARNOLD, M.D.
DIRECTOR
Issued under the authority of
The State of Illinois
Department of Public Health

EXPIRATION DATE	CATEGORY	ID. NUMBER
07/02/12	BEHL	0005181

FULL LICENSE

GENERAL HOSPITAL

EFFECTIVE: 07/03/11

BUSINESS ADDRESS

SAINT JOSEPH HOSPITAL
2900 NORTH LAKE SHORE DRIVE
CHICAGO IL 60657

The face of this license has a colored background. Printed by Authority of the State of Illinois • 487 •



February 11, 2011

Carol Schultz
Accreditation Coordinator
St. Joseph Hospital
2900 N. Lakeshore Drive
Chicago, IL 60657

Dear Ms. Schultz:

This letter is to certify that St. Joseph Hospital in Chicago, IL is currently accredited by the Healthcare Facilities Accreditation Program (HFAP) of the American Osteopathic Association (AOA).

The hospital was surveyed for re-accreditation by HFAP on October 11-13, 2010. They are currently in process and have not yet received their Accreditation Letter or Certificate.

You may use a copy of this letter with external organizations to demonstrate your accreditation status. Questions about the HFAP may be directed to my attention via phone at 312-202-8060.

Sincerely,

A handwritten signature in black ink that reads "Troy Repuszka". The signature is written in a cursive, flowing style.

Troy Ann Repuszka, RN, BScN,
Deputy Director, HFAP



State of Illinois 2035973
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 T. ARNOLD, M.D.
DIRECTOR
Issued under the authority of
 The State of Illinois
 Department of Public Health

EXPIRATION DATE	CATEGORY	ID. NUMBER
06/30/12	B65D	0001008
FULL LICENSE GENERAL HOSPITAL EFFECTIVE: 07/01/11		

BUSINESS ADDRESS

HOLY FAMILY MEDICAL CENTER
100 NORTH RIVER ROAD

DES PLAINES IL 60016 1278
The face of this license has a colored background. Printed by Authority of the State of Illinois • 4/97 •

← DISPLAY THIS PART IN A CONSPICUOUS PLACE

REMOVE THIS CARD TO CARRY AS AN IDENTIFICATION



State of Illinois 2035973
Department of Public Health

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

EXPIRATION DATE	CATEGORY	ID. NUMBER
06/30/12	B65D	0001008
FULL LICENSE GENERAL HOSPITAL EFFECTIVE: 07/01/11		

05/07/11

HOLY FAMILY MEDICAL CENTER
 100 NORTH RIVER ROAD

DES PLAINES IL 60016 1278

FEE RECEIPT NO.



AMERICAN OSTEOPATHIC ASSOCIATION

**BUREAU OF HEALTHCARE FACILITIES ACCREDITATION
HEALTHCARE FACILITIES ACCREDITATION PROGRAM**

142 E. Ontario Street, Chicago, IL 60611-2864 ☎ 312 202 8258 | 800- 621 -1773 X 8258

January 7, 2011

John Baird
Chief Executive Officer
Holy Family Medical Center
100 North River Road
Des Plaines, IL 60016

Dear Mr Baird :

The American Osteopathic Association's Bureau of Healthcare Facilities Accreditation Executive Committee, at its meeting on January 4, 2011 reviewed the recertification survey report and found all Medicare conditions have been met. Your facility has been granted **Full Accreditation**, with resurvey within 3 years and AOA/HFAP **recommends continued deemed status**.

Holy Family Medical Center (All Sites as Listed)
100 North River Road
Des Plaines, IL 60016

Program: Acute Care Hospital
CCN # 140105
HFAP ID: 158128
Survey Dates: 08/23/2010 – 08/25/2010
Effective Date of Accreditation: 09/12/2010 - 09/12/2013

Condition Level Deficiencies: None
(Use crosswalk and CFR citations, if applicable):

No further action is required.

Sincerely,

George A. Reuther
Secretary

GAR/pmh

C: Laura Weber, Health Insurance Specialist, CMS
Region V, CMS

ATTACHMENT 11



State of Illinois 2009508
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 T. ARNOLD, M.D.
DIRECTOR

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

EXPIRATION DATE 12/31/11	CATEGORY 668B	I.D. NUMBER 0002402
FULL LICENSE		
GENERAL HOSPITAL		
EFFECTIVE: 01/01/11		

BUSINESS ADDRESS

ST. FRANCIS HOSPITAL OF EVANSTON
355 RIDGE AVENUE
EVANSTON IL 60202

The face of this license has a colored background. Printed by Authority of the State of Illinois • 4/97 •

→ DISPLAY THIS PART IN A
 CONSPICUOUS PLACE

REMOVE THIS CARD TO CARRY AS AN
 IDENTIFICATION

State of Illinois 2009508
Department of Public Health

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

ST. FRANCIS HOSPITAL OF EVANSTON

EXPIRATION DATE 12/31/11	CATEGORY 668D	I.D. NUMBER 0002402
FULL LICENSE		
GENERAL HOSPITAL		
EFFECTIVE: 01/01/11		

GENERAL HOSPITAL
EFFECTIVE: 01/01/11

11/06/10
ST. FRANCIS HOSPITAL OF EVANSTON
355 RIDGE AVENUE
EVANSTON IL 60202

FEE RECEIPT NO.



AMERICAN OSTEOPATHIC ASSOCIATION

BUREAU OF HEALTHCARE FACILITIES ACCREDITATION
HEALTHCARE FACILITIES ACCREDITATION PROGRAM

142 E. Ontario Street, Chicago, IL 60611-2864 312 202 8258 | 800-621-1773 X 8258

January 24, 2011

Jeffrey Murphy
Chief Executive Officer
Saint Francis Hospital
355 Ridge Avenue
Evanston, IL 60202

Dear Mr Murphy :

The American Osteopathic Association's Bureau of Healthcare Facilities Accreditation Executive Committee, at its meeting on January 18, 2011 reviewed the recertification survey report and found all Medicare conditions have been met. Your facility has been granted **Full Accreditation**, with resurvey within 3 years and AOA/HFAP recommends continued deemed status.

Saint Francis Hospital (All Sites as Listed)
355 Ridge Avenue
Evanston, IL 60202

Program: Acute Care Hospital
CCN # 140080
HFAP ID: 118676
Survey Dates: 10/4/2010 – 10/6/2010
Effective Date of Accreditation: 10/26/2010 - 10/26/2013

Condition Level Deficiencies: None
(Use crosswalk and CFR citations, if applicable):

No further action is required.

Sincerely,

George A. Reuther
Secretary

GAR/pmh

C: Laura Weber, Health Insurance Specialist, CMS
Region V, CMS



State of Illinois 2035984

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 Y. ARNOLD, M.D. DIRECTOR

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

EXPIRATION DATE	CATEGORY	I.D. NUMBER
06/30/12	2688	0001719

FULL LICENSE
 GENERAL HOSPITAL
 EFFECTIVE: 07/01/11

BUSINESS ADDRESS

OUR LADY OF THE RESURRECTION MEDICAL CTR
 5645 WEST ADDISON STREET
 CHICAGO IL 60634

The face of this license has a colored background. Printed by Authority of the State of Illinois • 4/97 •

← DISPLAY THIS PART IN A CONSPICUOUS PLACE

REMOVE THIS CARD TO CARRY AS AN IDENTIFICATION



State of Illinois 2035984
Department of Public Health

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

OUR LADY OF THE RESURRECTION MEDICAL

EXPIRATION DATE	CATEGORY	I.D. NUMBER
06/30/12	0688	0001719

FULL LICENSE
 GENERAL HOSPITAL
 EFFECTIVE: 07/01/11

05/07/11

OUR LADY OF THE RESURRECTION MEDICAL
 5645 WEST ADDISON STREET
 CHICAGO IL 60634

FEE RECEIPT NO.



March 11, 2011

Betsy Pankau
Accreditation Coordinator
Our Lady of the Resurrection
5645 West Addison
Chicago, IL 60634

Dear Ms. Pankau:

This letter is to certify that Our Lady of the Resurrection Hospital in Chicago, IL is currently accredited by the Healthcare Facilities Accreditation Program (HFAP) of the American Osteopathic Association (AOA).

The hospital was surveyed for re-accreditation by HFAP on October 18-20, 2010. They are currently in process and have not yet received their Accreditation Letter or Certificate.

You may use a copy of this letter with external organizations to demonstrate your accreditation status. Questions about the HFAP may be directed to my attention via phone at 312-202-8060.

Sincerely,

A handwritten signature in cursive script that reads "Troy Repuszka".

Troy Ann Repuszka, RN, BScN,
Deputy Director, HFAP



State of Illinois 2009538
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 T. ARNOLD, M.D.
DIRECTOR

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

EXPIRATION DATE	CATEGORY	I.E. NUMBER
12/31/11	BGBD	0004861
FULL LICENSE		
GENERAL HOSPITAL		
EFFECTIVE: 01/01/11		

BUSINESS ADDRESS

**PROVENA HOSPITALS
 D/8/A COVENANT MEDICAL CENTER
 1400 WEST PARK AVENUE**

URBANA

IL 61801

This case of this license has a colored background. Printed by Authority of the State of Illinois • 497 •

Provena Covenant Medical Center

Urbana, IL

has been Accredited by



The Joint Commission

Which has surveyed this organization and found it to meet the requirements for the

Hospital Accreditation Program

July 12, 2008

Accreditation is customarily valid for up to 39 months.

David L. Nahrwold

David L. Nahrwold, M.D.
Chairman of the Board

4968
Organization ID #

Mark Chassin

Mark Chassin, M.D.
President

The Joint Commission is an independent, not-for-profit, national body that oversees the safety and quality of health care and other services provided in accredited organizations. Information about accredited organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding accreditation and the accreditation performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.





State of Illinois 2009537
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.

DANON, T. ARNOLD, M.D.
DIRECTOR

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

EXPIRATION DATE	CATEGORY	PI NUMBER
12/31/11	BGBD	0006853
FULL LICENSE		
GENERAL HOSPITAL		
EFFECTIVE: 01/01/11		

BUSINESS ADDRESS

PROVENA HOSPITALS
D/B/A UNITED SAHARIAN MED CTR--LOGAN
812 NORTH LOGAN AVENUE

DANVILLE IL 61832

The face of this license has a colored background. Photo by authorized person on the State of Illinois - 427

Provena United Samaritans
Medical Center
Danville, IL
has been Accredited by



The Joint Commission

Which has surveyed this organization and found it to meet the requirements for the
Hospital Accreditation Program

July 26, 2008

Accreditation is customarily valid for up to 39 months.

David L. Nahrwold

David L. Nahrwold, M.D.
Chairman of the Board

4928
Organization ID #

Mark Chassin

Mark Chassin, M.D.
President

The Joint Commission is an independent, not-for-profit, national body that oversees the safety and quality of health care and other services provided in accredited organizations. Information about accredited organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding accreditation and the accreditation performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.





State of Illinois 2009536
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 T. ARNOLD, M.D.
DIRECTOR

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

EXPIRATION DATE 12/31/11	CATEGORY 86BD	LD. NUMBER 0004838
FULL LICENSE GENERAL HOSPITAL EFFECTIVE: 01/01/11		

BUSINESS ADDRESS:

PROVENA HOSPITALS
 D/B/A SAINT JOSEPH MEDICAL CENTER
 333 NORTH MADISON STREET
 JOLIET IL 60435

The face of this license has a colored background. Printed by Authority of the State of Illinois • 4/97 •

DISPLAY THIS PART IN A
 CONSPICUOUS PLACE

REMOVE THIS CARD TO CARRY AS AN
 IDENTIFICATION

2009536

State of Illinois
 Department of Public Health

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

PROVENA HOSPITALS

EXPIRATION DATE 12/31/11	CATEGORY 86BD	LD. NUMBER 0004838
-----------------------------	------------------	-----------------------

FULL LICENSE
GENERAL HOSPITAL
EFFECTIVE: 01/01/11

11/06/10

PROVENA HOSPITALS
 D/B/A SAINT JOSEPH MEDICAL CENTER
 333 NORTH MADISON STREET
 JOLIET IL 60435

FEE RECEIPT NO.



April 5, 2011

Jeffrey L. Brickman, M.B.A.
President and CEO
Provena Saint Joseph Medical Center
333 North Madison Street
Joliet, IL 60435

Joint Commission ID #: 7364
Program: Hospital Accreditation
Accreditation Activity: 60-day Evidence of
Standards Compliance
Accreditation Activity Completed: 04/05/2011

Dear Mr. Brickman:

The Joint Commission would like to thank your organization for participating in the accreditation process. This process is designed to help your organization continuously provide safe, high-quality care, treatment, and services by identifying opportunities for improvement in your processes and helping you follow through on and implement these improvements. We encourage you to use the accreditation process as a continuous standards compliance and operational improvement tool.

The Joint Commission is granting your organization an accreditation decision of Accredited for all services surveyed under the applicable manual(s) noted below:

Comprehensive Accreditation Manual for Hospitals

This accreditation cycle is effective beginning January 29, 2011. The Joint Commission reserves the right to shorten or lengthen the duration of the cycle; however, the certificate and cycle are customarily valid for up to 36 months.

Please visit [Quality Check®](#) on The Joint Commission web site for updated information related to your accreditation decision.

We encourage you to share this accreditation decision with your organization's appropriate staff, leadership, and governing body. You may also want to inform the Centers for Medicare and Medicaid Services (CMS), state or regional regulatory services, and the public you serve of your organization's accreditation decision.

Please be assured that The Joint Commission will keep the report confidential, except as required by law. To ensure that The Joint Commission's information about your organization is always accurate and current, our policy requires that you inform us of any changes in the name or ownership of your organization or the health care services you provide.

Sincerely,

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



State of Illinois 2009540
 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 T. ARNOLD, M.D.,
 DIRECTOR

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

EXPIRATION DATE 12/31/11	CATEGORY B6BD	ID NUMBER 0004887
FULL LICENSE		
GENERAL HOSPITAL		
EFFECTIVE: 01/01/11		

BUSINESS ADDRESS

PROVENA HOSPITALS
 D/B/A SAINT JOSEPH HOSPITAL
 77 NORTH AIRLITE STREET
 ELGIN

IL 60123

The face of this license has a colored background. Printed by Authority of the State of Illinois • 2007 •

DISPLAY THIS PART IN A
 CONSPICUOUS PLACE

REMOVE THIS CARD TO CARRY AS AN
 IDENTIFICATION

State of Illinois 2009540
 Department of Public Health

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

PROVENA HOSPITALS

EXPIRATION DATE 12/31/11	CATEGORY B6BD	ID NUMBER 0004887
FULL LICENSE		
GENERAL HOSPITAL		
EFFECTIVE: 01/01/11		

11/06/10

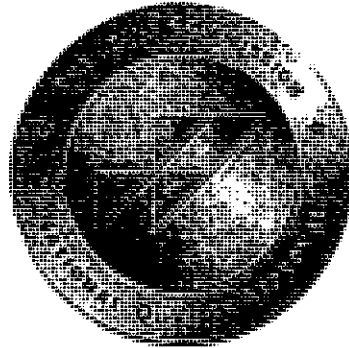
PROVENA HOSPITALS
 D/B/A SAINT JOSEPH HOSPITAL
 77 NORTH AIRLITE STREET
 ELGIN
 IL 60120

FEE RECEIPT NO.

Provena Saint Joseph Hospital

Elgin, IL

has been Accredited by



The Joint Commission

Which has surveyed this organization and found it to meet the requirements for the
Hospital Accreditation Program

May 10, 2008

Accreditation is customarily valid for up to 39 months.

David L. Nahrwold

David L. Nahrwold, M.D.
Chairman of the Board

7338

Organization ID #

Mark Chassin

Mark Chassin, M.D.
President

The Joint Commission is an independent, not-for-profit, national body that oversees the safety and quality of health care and other services provided in accredited organizations. Information about accredited organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding accreditation and the accreditation performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.





State of Illinois 2009541
 Department of Public Health

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation named herein appears on this certificate to be qualified with the proficiency of the State Statutes and the rules and regulations and to hereby authorize to engage in the activity or activities herein.

DANNON T. ARNOLD, M.D.

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

12/31/11	06910	0004903
FULL LICENSE		
GENERAL HOSPITAL		
EFFECTIVE: 01/01/11		

BUSINESS ADDRESS

PROVENA MERCY CENTER
 1325 NORTH HIGHLAND AVENUE
 AUBURN

IL 60906
 This form of this document is a certified document. Printed by the State of Illinois - 4887

DEPUTY FEE PART IN A
 CONSPICUOUS PLACE

REQUIRE THIS CARD TO CARRY AS AN
 IDENTIFICATION

State of Illinois 2009541
 Department of Public Health

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

PROVENA MERCY CENTER

12/31/11	06910	0004903
FULL LICENSE		
GENERAL HOSPITAL		
EFFECTIVE: 01/01/11		

GENERAL HOSPITAL
 EFFECTIVE: 01/01/11

11/06/10

PROVENA HOSPITALS D/B/A MERCY
 CENTER FOR HEALTH CARE SERVICE
 1325 NORTH HIGHLAND AVENUE
 AUBURN IL 60906

FEE RECEIPT NO.



June 17, 2011

George Einhorn, RN
Interim CEO
Provena Mercy Medical Center
1325 North Highland Avenue
Aurora, IL 60506

Joint Commission ID #: 7240
Program: Behavioral Health Care Accreditation
Accreditation Activity: 60-day Evidence of
Standards Compliance
Accreditation Activity Completed: 06/16/2011

Dear Mr. Einhorn:

The Joint Commission would like to thank your organization for participating in the accreditation process. This process is designed to help your organization continuously provide safe, high-quality care, treatment, and services by identifying opportunities for improvement in your processes and helping you follow through on and implement these improvements. We encourage you to use the accreditation process as a continuous standards compliance and operational improvement tool.

The Joint Commission is granting your organization an accreditation decision of Accredited for all services surveyed under the applicable manual(s) noted below:

- Comprehensive Accreditation Manual for Behavioral Health Care

This accreditation cycle is effective beginning March 05, 2011. The Joint Commission reserves the right to shorten or lengthen the duration of the cycle; however, the certificate and cycle are customarily valid for up to 36 months.

Please visit [Quality Check®](#) on The Joint Commission web site for updated information related to your accreditation decision.

We encourage you to share this accreditation decision with your organization's appropriate staff, leadership, and governing body. You may also want to inform the Centers for Medicare and Medicaid Services (CMS), state or regional regulatory services, and the public you serve of your organization's accreditation decision.

Please be assured that The Joint Commission will keep the report confidential, except as required by law. To ensure that The Joint Commission's information about your organization is always accurate and current, our policy requires that you inform us of any changes in the name or ownership of your organization or the health care services you provide.

Sincerely,

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

State of Illinois 2009539
Department of Public Health

INVESTIGATIVE CASE REGISTRATION

DANON, STEPHANIE S. M.D.
 CLINICAL
 12/23/11 11:00 AM 0004879

FULL INSURE

GENERAL HOSPITAL
 EFFECTIVE 01/01/11

GENERAL HOSPITAL
 1700 WEST COURT STREET
 KANKAKEE, IL 60901

← DISPLAY THIS PART IN A CONSPICUOUS PLACE

REMOVE THIS CARD TO CARRY AS AN IDENTIFICATION

PROVENA HOSPITALS

2009539

PROVENA HOSPITALS
 12/23/11 11:00 AM 0004879

FULL INSURE

GENERAL HOSPITAL
 EFFECTIVE 01/01/11

11/06/10

PROVENA HOSPITALS
 D/B/A SAINT MARY'S HOSPITAL
 500 WEST COURT STREET
 KANKAKEE IL 60901

FEE RECEIPT NO.



May 27, 2011

Michael Arno, MBA, MHA
President and CEO, Provena St. Mary's
Hospital.
Provena St. Mary's Hospital
500 West Court Street
Kankakee, IL 60901

Joint Commission ID #: 7367
Program: Hospital Accreditation
Accreditation Activity: 60-day Evidence of
Standards Compliance
Accreditation Activity Completed: 05/27/2011

Dear Mr. Arno:

The Joint Commission would like to thank your organization for participating in the accreditation process. This process is designed to help your organization continuously provide safe, high-quality care, treatment, and services by identifying opportunities for improvement in your processes and helping you follow through on and implement these improvements. We encourage you to use the accreditation process as a continuous standards compliance and operational improvement tool.

The Joint Commission is granting your organization an accreditation decision of Accredited for all services surveyed under the applicable manual(s) noted below:

Comprehensive Accreditation Manual for Hospitals

This accreditation cycle is effective beginning April 02, 2011. The Joint Commission reserves the right to shorten or lengthen the duration of the cycle; however, the certificate and cycle are customarily valid for up to 36 months.

Please visit [Quality Check®](#) on The Joint Commission web site for updated information related to your accreditation decision.

We encourage you to share this accreditation decision with your organization's appropriate staff, leadership, and governing body. You may also want to inform the Centers for Medicare and Medicaid Services (CMS), state or regional regulatory services, and the public you serve of your organization's accreditation decision.

Please be assured that The Joint Commission will keep the report confidential, except as required by law. To ensure that The Joint Commission's information about your organization is always accurate and current, our policy requires that you inform us of any changes in the name or ownership of your organization or the health care services you provide.

Sincerely,

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

DISPLAY THIS PART IN A CONSPICUOUS PLACE

REMOVE THIS CARD TO CARRY AS AN IDENTIFICATION

State of Illinois 2032822 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.

LAMON J. ARNOLD, M.D.
DIRECTOR
Department of Public Health

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

EXPIRATION DATE 04/30/12	CATEGORY R688	ID. NUMBER 7003131
FULL LICENSE		
APPLIC SURGICAL TREAT CNTR		
EFFECTIVE: 05/01/11		

BUSINESS ADDRESS

BEAUMONT/HARLEN SURGERY CENTER, LLC
3101 NORTH HARLEN AVENUE
CHICAGO IL 60634

The face of this license has a colored background. Printed by Authority of the State of Illinois • 4/97 •

State of Illinois 2032822
Department of Public Health

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

EXPIRATION DATE 04/30/12	CATEGORY R688	ID. NUMBER 7003131
FULL LICENSE		
APPLIC SURGICAL TREAT CNTR		
EFFECTIVE: 05/01/11		

FULL LICENSE

APPLIC SURGICAL TREAT CNTR

EFFECTIVE: 05/01/11

04/10/11

BEAUMONT/HARLEN SURGERY CENTER, LLC
3101 NORTH HARLEN AVENUE
CHICAGO IL 60634

FEE RECEIPT NO. 54561

elmont/Harlem Surgical Center, LLC

Chicago, IL

has been Accredited by



The Joint Commission

Which has surveyed this organization and found it to meet the requirements for the
Ambulatory Health Care Accreditation Program

July 8, 2010

Accreditation is customarily valid for up to 39 months.

David L. Nahrwold

David L. Nahrwold, M.D.
Chairman of the Board

Organization ID #452703
Print/Reprint Date: 7/21/10

Mark Chassid

Mark Chassid, M.D.
President

DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES

Printed: 11/14/2005
FORM APPROVED
OMB NO. 0938-0391

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 99ES-63	(X2) MULTIPLE CONSTRUCTION A. BUILDING _____ B. WING _____	(X3) DATE SURVEY COMPLETED 11/15/2005
--	--	--	---

NAME OF PROVIDER OR SUPPLIER MANTENO DIALYSIS CENTRE	STREET ADDRESS, CITY, STATE, ZIP CODE 1 EAST DIVISION MANTENO, IL 60950
--	---

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETION DATE
--------------------	--	---------------	---	----------------------

V 000	INITIAL COMMENTS Surveyor: 11384 A. Based on policy and procedure review, interview with hemodialysis staff members and review of patient records, Manteno Dialysis Centre located at 1 E. Division St., Manteno, IL has met the requirements at 42 CFR 405, Subpart U and is in compliance with the Conditions of Coverage for End Stage Renal Dialysis (ESRD) facilities in the State of IL, as of 11/15/05. No deficiencies were cited. 11384	V 000		
-------	---	-------	--	--

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE <i>Josa Parkline RN</i>	TITLE <i>CEO</i>	(X6) DATE <i>11/14/05</i>
--	---------------------	------------------------------

A deficiency statement ending with an asterisk (*) denotes a deficiency which the institution may be excused from correcting providing it is determined that other safeguards provide sufficient protection to the patients. (See instructions.) Except for nursing homes, the findings stated above are disclosable 90 days following the date of survey whether or not a plan of correction is provided. For nursing homes, the above findings and plans of correction are disclosable 14 days following the date these documents are made available to the facility. If deficiencies are cited, an approved plan of correction is requisite to continued program participation.

ATTACHMENT II

PURPOSE OF PROJECT

The project addressed in this application is limited to a change of ownership as defined in the IHFSRB's rules, and does not propose any change to the services provided by Manteno Dialysis Center. The facility will continue operate as an end stage renal dialysis (ESRD) facility, and no change to the facility's Medicare certification will be required (ESRD facilities are not licensed by IDPH).

The proposed change of ownership will result from the planned merger of the Provena and Resurrection systems, through the establishment of a not-for-profit, charitable "super parent" entity. This super parent will provide unified corporate oversight and system governance by serving as the corporate parent of Resurrection Health Care Corporation and Provena Health, each of which is the current parent entity of the Resurrection and Provena systems, respectively. The proposed merger—and the resultant deemed changes of ownership of the systems' facilities—will position Resurrection and Provena to strengthen access to Catholic health care, improve their long-term financial viability, enhance clinical capabilities, improve employee and medical staff satisfaction through a shared culture and integrated leadership, and position the unified system for innovation and adaptation under health care reform.

The table below identifies the ESRD facility's patient origin for the 12-month period ending September 30, 2010; identifying each ZIP Code area that contributed a patients during that period.

ZIP Code	Community	%	Cumulative %
60950	Manteno	28.6%	28.6%
60914	Bourbonnais	19.0%	47.6%
60915	Bradley	7.1%	54.8%
60901	Kankakee	7.1%	61.9%
60964	St Anne	4.8%	66.7%
60958	Pembroke	4.8%	71.4%
60954	Momence	4.8%	76.2%
60481	Wilmington	4.8%	81.0%
60468	Peotone	4.8%	85.7%
60442	Manhattan	4.8%	90.5%
60940	Grant Park	2.4%	92.9%
60931	Donovan	2.4%	95.2%
60913	Bonfield	2.4%	97.6%
60401	Beecher	2.4%	100.0%
	Total	100.0%	

This analysis clearly demonstrates that Manteno Dialysis Center provides services primarily to area residents.

The measurable goals resulting from the consolidating of the systems will be continually high patient satisfaction reports, strong utilization levels, and improved access to capital to ensure that the hospital's physical plant is well maintained and that needed equipment can be acquired. These goals will each be measurable within two years.

ALTERNATIVES

Section 1110.230(c) requests that an applicant document that the proposed project is the most effective or least costly alternative for meeting the health care needs of the population to be served.

This project is limited to a change of ownership resulting from the proposed merger of the Provena and Resurrection systems. As described elsewhere in this application, this is being implemented through the formation of a "super parent" entity that will create unified system oversight. This super parent structure will create a change in control, and under IHFSRB rules, a change of ownership of thirteen (13) hospitals, one (1) ambulatory surgical treatment center (ASTC), and one (1) end stage renal disease (ESRD) facility.

In order to best respond to Section 1110.230(c) given the nature of the project, technical assistance direction was sought from State Agency staff on February 22, 2010. Through the technical assistance process, the applicants were advised by State Agency staff that it would be appropriate to explain why this proposed system merger was the only alternative considered.

As explained in the Project Overview, Resurrection and Provena are committed to advancing the shared mission of the existing health systems in a manner that improves long-term financial viability, clinical integration and administrative efficiencies. For these two not-for-profit Catholic health systems, the merger of the systems is uniquely well-suited to meeting these mission, service delivery, and efficiency goals.

In very different circumstances, health systems might give serious consideration to an asset sale/acquisition in exchange for cash considerations, or to a corporate reorganization in which one party acquires and controls the other. Here, however, Provena and Resurrection have determined, through a process of discernment that involved both existing systems and the five (5) religious sponsors, that the systems should come together in a merger of equals transaction through a super parent structure, which will align corporate oversight, provide unified governance equally to entities currently in both systems, and avert the need for asset sale/acquisition. The System Merger Agreement has been submitted with this application.

AFFILIATION AGREEMENT

THIS HOSPITAL TRANSFER AGREEMENT ("Agreement") is made this 18th day of August, 2005 (the "**Effective Date**") by and between Kankakee Valley Dialysis Network a health care service provider, an Illinois not-for-profit corporation (the "**Transferring Facility**"), and **Provena Health d/b/a/ Provena St. Mary's Hospital** an Illinois not-for profit corporation ("**Receiving Hospital**"). (Transferring Facility and Receiving Hospital may each be referred to herein as a "**Party**" and collectively as the "**Parties**").

RECITALS

WHEREAS, Transferring Facility provides dialysis services to patients with end stage renal disease; and

WHEREAS, patients of Transferring Facility ("**Patients**") may require transfer to a Hospital for acute-inpatient or other emergency health care services; and

WHEREAS, Receiving Hospital owns and operates a licensed and Medicare certified acute care Hospital in reasonable proximity to Transferring Facility, which has a twenty-four (24) hour emergency room and provides emergency health care services; and

WHEREAS, the Parties desire to enter into this Agreement in order to specify the rights and duties of each of the Parties, the procedure for ensuring the timely transfer of patients to Receiving Hospital and to comply with 42 CFR § 405.2160.

NOW, THEREFORE, to facilitate the timely transfer of patients to Receiving Hospital, the Parties hereto agree as follows:

ARTICLE I

TRANSFER OF PATIENTS

In the event that any Patient needs acute inpatient or emergency care and has either requested to be taken to Receiving Hospital, or is unable to communicate a preference for Hospital services at a different Hospital, and a timely transfer to Receiving Hospital would best serve the immediate medical needs of Patient in the opinion of the patient's attending physician, a designated staff member of Transferring Facility shall contact the admitting office or emergency department of Receiving Hospital (the "**Emergency Department**") to facilitate admission. Receiving Hospital shall receive Patient for timely acceptance and admission in accordance with applicable federal and state laws and regulations, the standards of the Joint Commission on the Accreditation of Healthcare Organizations ("**JCAHO**") and any other applicable accrediting bodies, and reasonable policies and procedures of Receiving Hospital's responsibility for Patient care shall begin when Patient arrives upon Receiving Hospital's property.

ARTICLE II

RESPONSIBILITIES OF TRANSFERRING FACILITY

Transferring Facility shall be responsible for performing or ensuring the performance of the following:

- (a) Arranging for ambulance service to Receiving Hospital;
- (b) Designating a person who has authority to represent Transferring Facility and coordinate the transfer of Patients to Receiving Hospital;
- (c) Notifying Receiving Hospital's designated representative prior to transfer to alert him or her of the impending arrival of Patient and provide information on Patient to the extent allowed pursuant to Article IV;
- (d) Notifying Receiving Hospital of the estimated time of arrival of the Patient;
- (e) Recognizing and complying with the requirements of any federal and state law and regulations or local ordinances that apply to the care and transfer of individuals to Receiving Hospitals for emergency care;
- (f) Working with Receiving Hospital to assure security and accountability for patient's personal effects.

ARTICLE III

RESPONSIBILITIES OF RECEIVING HOSPITAL

Receiving Hospital shall be responsible for performing or ensuring performance of the following:

- (a) Designating a person who has authority to represent and coordinate the transfer and receipt of Patients into the Emergency Department; and
- (b) Timely admission of Patient to Receiving Hospital when transfer of patient is medically appropriate as determined by Receiving Hospital attending physician subject to Hospital capacity and patient census issues; and
- (c) Recognizing and complying with the requirements of any federal and state law and regulations or local ordinances that apply to patients who present at emergency departments;
- (d) Working with Transferring Facility to assure security and accountability of patient's personal effects.

ARTICLE IV

PATIENT INFORMATION

In order to meet the needs of Patients with respect to timely access to emergency care, Transferring Facility shall provide information on Patients to Receiving Hospital within one working day, to the extent approved in advance or authorized by law and to the extent Transferring Facility has such information available. Such information may include: Patient Name, Social Security Number, Date of Birth, insurance coverage and/or Medicare beneficiary information (if applicable), known allergies or medical conditions, treating physician, contact person in case of emergency, patient long-term program and patient care plan and any other relevant information Patient has provided Transferring Facility in advance, to be given in connection with seeking emergency care. Transferring Facility shall maintain the confidentiality of medical/insurance information provided by Patient and received from Patient, in connection with Patient's provision of such information, Patient's authorization to disclose such information to Emergency Department personnel, all in accordance with applicable state and federal rules and regulations governing the confidentiality of patient information.

ARTICLE V

NON EXCLUSIVITY

This Agreement shall in no way give Receiving Hospital an exclusive right of transfer of Patients of Transferring Facility. Transferring Facility may enter into similar agreements with other Receiving Hospitals, and Patients will continue to have complete autonomy with respect to choice of Receiving Hospital service providers, as further described in Article 6.

ARTICLE VI

FREEDOM OF CHOICE

In entering into this Agreement, Transferring Facility in no way is acting to endorse or promote the services of Receiving Hospital. Rather, Transferring Facility intends to coordinate the timely transfer of Patients for emergency care. Patients are in no way restricted in their choice of emergency care providers.

ARTICLE VII

BILLING AND COLLECTIONS

Receiving Hospital shall be responsible for the billing and collection of all charges for professional services rendered at Receiving Hospital. Transferring Facility shall in no way share in the revenue generated by professional services delivered to Patients at Receiving Hospital.

ARTICLE VIII

INDEPENDENT RELATIONSHIP

Section 8.1 In performing services pursuant to this Agreement, Receiving Hospital and all employees, agents or representatives of Receiving Hospital are, at all times, acting and performing as independent contractors and nothing in this Agreement is intended and nothing shall be construed to create an employer/employee, principal/agent, partnership or joint venture relationship. Transferring Facility shall neither have nor exercise any direction or control over the methods, techniques or procedures by which Receiving Hospital or its employees, agents or representatives perform their professional responsibilities and functions. The sole interest of Transferring Facility is to coordinate the timely transfer of Patients to Receiving Hospital for emergency care.

Section 8.2 Receiving Hospital shall be solely responsible for the payment of compensation and benefits to its personnel and for compliance with any and all payments of all taxes, social security, unemployment compensation and worker's compensation.

Section 8.3 Notwithstanding the terms of this Agreement, in no event shall Receiving Hospital or any Receiving Hospital personnel be responsible for the acts or omissions of non-Receiving Hospital personnel.

ARTICLE IX

INSURANCE

Both Parties shall maintain, at no cost to the other Party Facility, professional liability insurance in an amount customary for its business practices. Receiving Hospital shall provide evidence of the coverage required herein to Transferring Facility on an annual basis.

ARTICLE X

INDEMNIFICATION

Each Party shall indemnify, defend and hold harmless the other Party from and against any and all liability, loss, claim, lawsuit, injury, cost, damage or expense whatsoever (including reasonable attorneys' fees and court costs), imposed by a third party and arising out of, incident to or in any manner occasioned by the performance or nonperformance of any duty or responsibility under this Agreement by such indemnifying Party, or any of its employees, agents, contractors or subcontractors.

ARTICLE XI

TERM AND TERMINATION

Section 11.1 **Term.** The term of this Agreement shall commence on the Effective Date

and shall continue in effect for one (1) year (the "**Initial Term**") and SHALL RENEW ON AN ANNUAL BASIS ("**RENEWAL TERM**") ABSENT WRITTEN NOTICE BY EITHER PARTY OF NON-RENEWAL TO THE OTHER PARTY THIRTY (30) CALENDAR DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY SUBSEQUENT RENEWAL TERM OF THIS AGREEMENT.

Section 11.2 Events of Termination. Notwithstanding the foregoing, this Agreement may be terminated upon the occurrence of any one (1) of the following events:

(a) Either Party may terminate this Agreement at any time upon sixty (60) days prior written notice to the other Party.

(b) If either Party shall apply for or consent to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets, file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law, or if an order, judgment, or decree shall be entered by a court of competent jurisdiction or an application of a creditor, adjudicating such Party to be bankrupt or insolvent, or approving a petition seeking reorganization of such Party or appointing a receiver, trustee or liquidator of such Party or of all or a substantial part of its assets, and such order, judgment, or decree shall continue in effect and unstayed for a period of thirty (30) consecutive calendar days, then the other Party may terminate this Agreement upon ten (10) business days' prior written notice to such Party.

Section 11.3 Immediate Termination. Notwithstanding anything to the contrary herein, this Agreement will be terminated immediately upon the following events: (a) the suspension or revocation of the license, certificate or other legal credential authorizing Receiving Hospital to provide emergency care services; (b) termination of Receiving Hospital's participation in or exclusion from any federal or state health care program for any reason; (c) the cancellation or termination of Receiving Hospital's professional liability insurance required under this Agreement without replacement coverage having been obtained.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 12.1 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof. This Agreement supersedes any and all other prior agreements either written or oral, between the Parties with respect to the subject matter hereof.

Section 12.2 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

Section 12.3 Waiver. Any waiver of any terms and conditions hereof must be in writing, and signed by the Parties. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

Section 12.4 Severability. The provisions of this Agreement shall be deemed severable, and, if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.

Section 12.5 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 12.6 Assignment. This Agreement, being intended to secure the services of Receiving Hospital, shall not be assigned, delegated or subcontracted by Receiving Hospital without prior written consent of Transferring Facility.

Section 12.7 Governing Law. This Agreement shall be construed under the laws of the state of Illinois, without giving affect to choice of law provisions.

Section 12.8 Notices. Any notice herein required or permitted to be given shall be in writing and shall be deemed to be duly given on the date of service if served personally on the other Party, or on the fourth (4th) day after mailing, if mailed to the other Party by certified mail, return receipt requested, postage pre-paid, and addressed to the Parties as follows:

<u>To Transferring Facility:</u>	<u>To Receiving Hospital:</u>
<u>Kankakee Valley Dialysis Network</u>	<u>Provena St. Mary's Hospital</u>
<u>One East Division St</u>	<u>555 W. Court St.</u>
<u>Manteno, IL 60950</u>	<u>Kankakee, IL 60901</u>

or such other place or places as either Party may designate by written notice to the other.

Section 12.9 Amendment. This Agreement may be amended upon mutual, written agreement of the Parties.

Section 12.10 Regulatory Compliance. The Parties agree that nothing contained in this Agreement shall require Transferring Facility to refer patients to Receiving Hospital for emergency care services or to purchase goods and services. Notwithstanding any unanticipated effect of any provision of this Agreement, neither Party will knowingly and intentionally conduct its behavior in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs.

Section 12.11 Access to Books and Records. If applicable, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, Receiving Hospital shall make available to the Secretary

or to the Comptroller General those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing its services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such service. This Section is included pursuant to and is governed by the requirements of Public Law 96-499 and Regulations promulgated thereunder. The Parties agree that any attorney-client, accountant-client or other legal privileges shall not be deemed waived by virtue of this Agreement.

IN WITNESS THEREOF, the Parties have cause this Agreement to be executed by their duly authorized officers hereto setting their hands as of the date first written above.

TRANSFERRING FACILITY

Lisa R. Pantaleone, RN CEO
an Illinois For Profit LLC

By: Lisa R Pantaleone, RN

Its: CEO

RECEIVING HOSPITAL

George N. Miller, Jr
an Illinois Not For Profit Hospital

By: George N. Miller, Jr

Its: /President/CEO

Audited Financial Statements as evidence of the availability of funds are provided in the Certificate of Need application addressing the change of ownership of Resurrection Medical Center



March 22, 2011

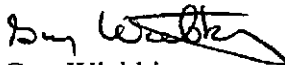
Illinois Health Facilities
and Services Review Board
Springfield, Illinois

RE: FUNDING OF PROJECT

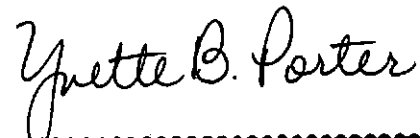
To Whom It May Concern:

I hereby attest that all of the real costs associated with the changes of ownership of the facilities directly or indirectly owned and/or controlled by either Resurrection Health Care Corporation or Provena Health will be funded in total with cash or equivalents.

Sincerely,


Guy Wiebking
President and CEO

Notarized:





ATTACHMENT 42A

7435 West Talcott Avenue
Chicago, Illinois 60631
773.792.5555



Sandra Bruce, FACHE
President & Chief Executive Officer

March 22, 2011

Illinois Health Facilities
and Services Review Board
Springfield, Illinois

RE: FUNDING OF PROJECT

To Whom It May Concern:

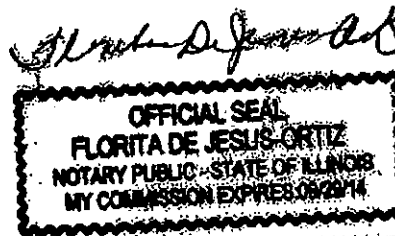
I hereby attest that all of the real costs associated with the changes of ownership of the facilities directly or indirectly owned and/or controlled by Resurrection Health Care Corporation will be funded in total with cash or equivalents.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Bruce".

Sandra Bruce, FACHE
President & Chief Executive Officer

Notarized:



OPERATING and CAPITAL COSTS
per ADJUSTED PATIENT DAY

Manteno Dialysis Center
2012 Projection

TREATMENTS 5,616

OPERATING COSTS

salaries & benefits	\$ 641,000
supplies	\$ 392,000
TOTAL	\$ 1,033,000

Operating cost/patient:	\$ 183.94
-------------------------	-----------

CAPITAL COSTS

depreciation, amortization and interest	\$ 147,000
TOTAL	

Capital cost/adjusted patient day:	\$ 26.18
------------------------------------	----------

Project Overview

Resurrection Health Care Corporation ("Resurrection") and Provena Health ("Provena") propose a merging of the two systems that will better position the combined system's hospitals, long-term care facilities, outpatient centers and other programs and facilities to continue to serve the patients and communities that have traditionally looked to those facilities and programs for care. As explained below and throughout the application, this system merger is intended to preserve access to Catholic health care; improve financial viability; improve patient, employee, and medical staff satisfaction through a shared culture and integrated leadership; and position the combined system for innovation and adaptation under health care reform.

This Project Overview supplements the Narrative Description provided in Section I.3. of the individual Certificate of Need applications filed to address the change of ownership of each of the thirteen (13) hospitals, one (1) ambulatory surgical treatment center (ASTC) and one (1) end stage renal dialysis (ESRD) facility currently owned or controlled by either Provena or Resurrection; and highlights the overall features of the proposed system merger.

Provena's hospitals are located primarily in the communities to the west of Chicago and in central Illinois, and Resurrection's hospitals are located in Chicago and communities to the north of Chicago. None of either system's hospital service areas overlap with those of any hospitals in the other system. Therefore, the proposed merger will not result in duplicative clinical services in any geographic area.

The proposed transaction would affect thirteen (13) hospitals, twenty-eight (28) long-term care facilities, one (1) ASTC, one (1) ESRD facility, an expanding health science university, six (6) home health agencies, and approximately fifty-eight (58) other freestanding outpatient sites. Resurrection is the sole member of seven (7) of the hospitals and Provena is the sole member of six (6) of the hospitals. The ASTC is a joint venture in which Resurrection has "control" pursuant to the IHFSRB definition, and the ESRD is a joint venture in which Provena has such "control".

About Provena Health

Provena Health is a health care system that was established in 1997 through the merging of the health care services of the Franciscan Sisters of the Sacred Heart, the Sisters of Mercy of the Americas—Chicago Regional Community (now West Midwest Community), and the Servants of the Holy Heart of Mary. These three congregations of religious women are now the sponsors of Provena Health. The primary reason for the formation of Provena Health was to strengthen the Catholic health ministry in Illinois, which at the time of formation was a major goal of the late Joseph Cardinal Bernardin, Archbishop of Chicago.

Today, Provena Health operates six acute care hospitals, twelve long-term care facilities, four senior residential facilities and a variety of freestanding outpatient facilities and programs.

About The Resurrection Health Care System

The Resurrection Health Care System grew from a single hospital, now known as Resurrection Medical Center, established by the Sisters of the Resurrection in northwest Chicago in the early 1950s. A second hospital, Our Lady of the Resurrection, was added in 1988. During the period from late 1997 through 2001, six more hospitals joined the Resurrection system. During the same period, eight Chicago area licensed long-term care facilities, three retirement communities, a home care agency, an ambulatory surgery center, and numerous freestanding outpatient facilities became part of Resurrection Health Care System. The Resurrection system is co-sponsored by two congregations of Catholic religious women, the Sisters of the Resurrection and the Sisters of the Holy Family of Nazareth.

In 2010, following a thorough discernment process, and in response to an immediate need to address financial concerns, Resurrection Health Care Corporation divested itself of two hospitals; Westlake Hospital and West Suburban Medical Center (IHFSRB Permits 10-013 and 10-014) to ensure that the two hospitals would be able to continue to serve their communities.

Decision to Merge and Goals of the Merger

In late 2010, Provena and Resurrection leadership began discussions to explore the potential benefits of a system merger. In addition to their clear mission compatibility, the two systems share many similar priorities related to clinical integration, administrative efficiencies and strategic vision. While their respective facilities are geographically proximate, their markets do not overlap, providing opportunities to strengthen all facilities through operational efficiencies and enhanced clinical collaborations.

This system merger decision was made in the larger context of a rapidly changing health care delivery environment. Across the nation, hospitals and other health care providers are addressing health care reform through various forms of integration and consolidation. These actions are thought necessary to achieve improved quality of care, efficiency of service delivery, and patient, medical staff, and employee satisfaction—all critical components of future success.

For Catholic-sponsored health care providers, including Resurrection and Provena, these adaptations to health care reform must be consistent with the mission and values inherent in the religious sponsorship of health care providers. This particular merger would afford Provena and Resurrection the opportunity to achieve essential systemic enhancements in a mission-compatible manner.

The Provena and Resurrection systems have, since 2008, been equal partners in Alverno Clinical Laboratories, LLC, which provides clinical pathology services to each of Resurrection's and Provena's thirteen hospitals, as well as a variety of other facilities.

Structure of the Transaction and Commitments

Through the proposed transaction, the Resurrection and Provena systems will merge through a common, not-for-profit, charitable "super parent" corporation that will become the parent entity of Resurrection Health Care Corporation (the current Resurrection system parent) and Provena Health (the current Provena system parent). Both of the current parent entities will continue to exist and operate, and will continue to serve as the direct parents of their respective subsidiary entities. It is the applicants' expectation that, for a minimum of two years, no Resurrection or Provena hospital or hospitals will be eliminated or restructured in the course of the system merger, and no health care facilities will require new or modified health facilities licenses as a result of the system merger. A chart depicting this proposed merged structure is attached as Exhibit A. The executed System Merger Agreement submitted with this application, provides detail regarding the means by which the super parent will exercise unified corporate oversight for the combined system.

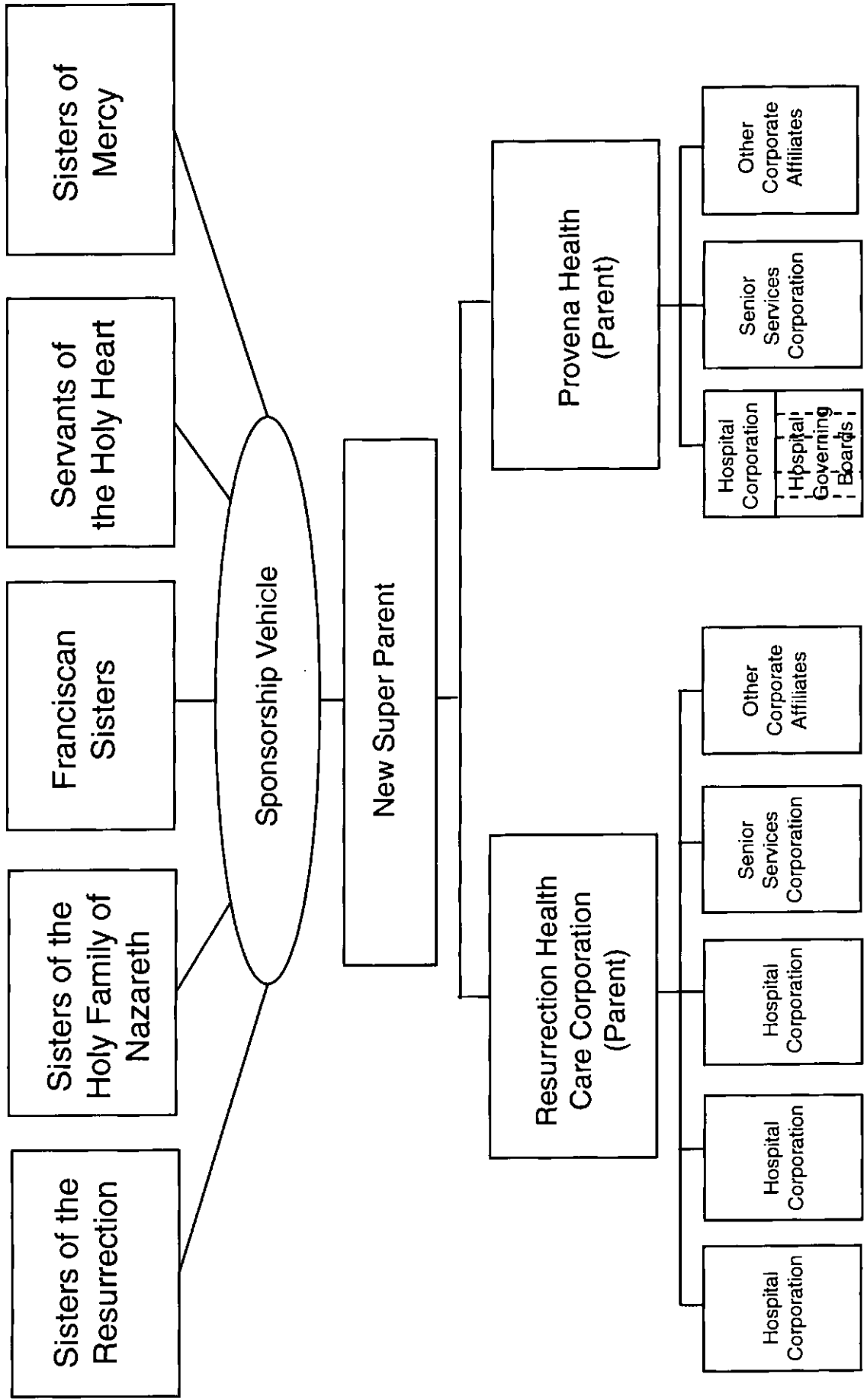
A co-applicant in each Certificate of Need application is Cana Lakes Health Care, which is an existing Illinois not-for-profit corporation. The Cana Lakes corporation will be reconstituted to serve as the super parent entity, through amendment of its corporate documents to reflect unified governance and corporate oversight. The Bylaws of the Super Parent will detail the composition of the Board of Directors; reserve powers of the five (5) religious sponsors; and other governance matters typically addressed in such documents. These Bylaws will be substantially in the form of an exhibit to the System Merger Agreement.

The licensees of the individual hospitals, long-term care facilities and the ASTC will not change. All of Resurrection's clinical programs and all of Provena's clinical programs will be included in the new structure.

The health care facilities and services will continue to operate as Catholic facilities, consistent with the care principles of the Ethical and Religious Directives for Catholic Health Care Services. It is the expectation of the applicants that all major clinical programs will be maintained for a minimum of two years, and each hospital will operate with non-discrimination and charity care policies that are no more restrictive than those currently in place.

The proposed transaction, while meeting the IHFSRB's definition of a "change of ownership" as the result of a new "super parent" entity, is a system merger through a straight forward corporate reorganization, without any payment to Resurrection by Provena, or to Provena by Resurrection. The only true costs associated with the transaction are those costs associated with the transaction itself. The merger is being entered into following thorough due diligence processes completed by both Provena and Resurrection, as well as independent analyses commissioned by Resurrection and by Provena.

Super Parent Structure





ARCHDIOCESE OF CHICAGO

OFFICE OF THE ARCHBISHOP

March 17, 2011

Ms. Courtney Avery
Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson
Springfield, Illinois 62761

Dear Ms. Avery,

Resurrection Health Care Corporation and Provena Health have proposed a merging of the two systems that will better position the combined system's hospitals, long-term care facilities, outpatient centers and other programs and facilities to continue to serve the patients and communities that have traditionally looked to them for care. This system merger is intended to improve the financial viability of both entities as well as enhance patient, employee and medical staff satisfaction. Through a shared culture and integrated leadership, this merger would also position the combined system for innovation and adaptation under health care reform.

The proposed merger will position Resurrection and Provena to strengthen and improve access to Catholic health care in Illinois. This has long been an area of great interest and concern for me, and I am grateful for the willingness of two of our state's premier Catholic providers to collaborate in order to meet the current challenges in health care. As they do now, the combined systems will operate without any restrictive admissions policies related to race, ethnic background, religion, payment source, or any other factor. The new system will continue to admit Medicare and Medicaid recipients and to care for those patients in need of charity care.

This proposed merger has my full support and I can assure you that both Resurrection Health Care and Provena Health are working together collegially and in the best interests of their communities to strengthen and improve access to high quality, highly accountable Catholic health care in the State of Illinois.

Sincerely yours,

Francis Cardinal George, O.M.I.
Archbishop of Chicago



March 28, 2011

Ms. Courtney Avery, Administrator
Illinois Health Facilities and
Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, IL 62761

RE: Merger of Provena Health and Resurrection Health Care Corporation

Dear Ms. Avery:

We represent the five communities of women religious who seek the approval of the Illinois Health Facilities and Services Review Board to form a new Catholic health system to serve the citizens of Illinois through a merger of Provena Health and Resurrection Health Care Corporation.

As individual health systems, Provena Health and Resurrection Health Care have long provided compassionate healing to those in need. In keeping with the true spirit of the Sisters who came before us, ours have been ministries deeply focused on quality care for all, regardless of one's ability to pay.

Now, as we anticipate Health Reform and the sweeping changes that will transform the delivery of care as we have come to know it, we are keenly aware that the key to sustaining and growing our person-centered Mission lies in the strength of enduring partnerships we forge today.

By coming together, our two health systems would create the single largest Catholic healthcare network in the State, spanning 12 hospitals, 28 long-term care and senior residential facilities, more than 50 primary and specialty care clinics and six home health agencies, all serving adjacent, non-conflicting markets. A combined Provena Health and Resurrection Health Care would also represent one of the State's largest health systems, with locations throughout Chicago, the suburbs of Des Plaines, Evanston, Aurora, Elgin, Joliet and Kankakee, and Rockford, Urbana, Danville, and Avilla, Indiana, providing services for patients and residents across the continuum through nearly 100 sites of care.

Rooted in the tradition of Catholic healthcare, the new system would be distinguished by an ability to deliver quality care across the continuum from a broad and complementary base of leading edge locations and physician networks. From a foundation steeped in a shared heritage and set of values, the new system would give rise to an enormous potential to truly improve the wellbeing of generations of Illinoisans to come.

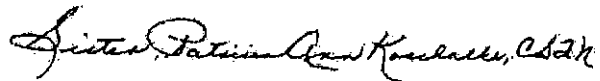
With a dedicated and talented combined team of nearly 5,000 physicians, supported by over 22,000 employees, the new system will play an important role in the economic vitality of the communities in which we serve. Above all, our partnership will remain true to the hallmarks of our Catholic identity: promoting and protecting the dignity of every individual from conception to death, caring for the poor and vulnerable and properly stewarding our precious people and financial resources.

A combined Provena Health and Resurrection Health Care will strengthen and expand access to an exceptional tradition of quality care and service millions of Illinois residents have come to know and depend upon for more than a century. On behalf of the women religious whose communities are sponsoring the proposal before you, we request your approval.

Gratefully,



Sister Mary Elizabeth Imler, OSF
Chairperson
Provena Health Member Body



Sister Patricia Ann Koschalke, CSFN
Chairperson
Resurrection Health Care Sponsorship Board