

Original

13-074

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

RECEIVED

DEC 23 2013

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

HEALTH FACILITIES &
SERVICES REVIEW BOARD

Facility/Project Identification

Facility Name:	Adventist Hinsdale Hospital		
Street Address:	120 North Oak Street		
City and Zip Code:	Hinsdale IL 60521		
County:	DuPage	Health Service Area	07
		Health Planning Area:	A-05

Applicant /Co-Applicant Identification

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

Exact Legal Name:	Adventist Hinsdale Hospital		
Address:	120 North Oak Street, Hinsdale IL 60521		
Name of Registered Agent:	Anne Herman		
Name of Chief Executive Officer:	Michael J. Goebel		
CEO Address:	120 North Oak Street, Hinsdale IL 60521		
Telephone Number:	630-856-9000		

Type of Ownership of Applicant/Co-Applicant

☒	Non-profit Corporation	☐	Partnership	
☐	For-profit Corporation	☐	Governmental	
☐	Limited Liability Company	☐	Sole Proprietorship	☐ Other

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

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

Primary Contact

[Person to receive ALL correspondence or inquiries]

Name:	Cristina R. Moyer
Title:	Regional Director, Planning & Market Intelligence
Company Name:	Adventist Midwest Health
Address:	120 North Oak Street, Hinsdale IL 60521
Telephone Number:	630-856-2350
E-mail Address:	cristina.moyer@ahss.org
Fax Number:	630-655-3324

Additional Contact

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

Name:	Michael I. Copelin
Title:	President
Company Name:	Copelin Consulting
Address:	42 Birch Lake Drive, Sherman IL 62684
Telephone Number:	217-496-3712
E-mail Address:	micbball@aol.com
Fax Number:	217-496-3097

1

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:	Cristina R. Moyer
Title:	Regional Director, Planning & Market Intelligence
Company Name:	Adventist Midwest Health
Address:	120 North Oak Street, Hinsdale IL 60521
Telephone Number:	630-856-2350
E-mail Address:	cristina.moyer@ahss.org
Fax Number:	630-655-3324

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner:	Adventist Hinsdale Hospital
Address of Site Owner:	120 North Oak Street, Hinsdale IL 60521
Street Address or Legal Description of Site:	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:	Adventist Hinsdale Hospital		
Address:	120 North Oak Street, Hinsdale IL 60521		
☒	Non-profit Corporation	☐	Partnership
☐	For-profit Corporation	☐	Governmental
☐	Limited Liability Company	☐	Sole Proprietorship
		☐	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. - 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.

Not Applicable

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 -6, 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)]

Part 1110 Classification:

☒ Substantive☐ Non-substantive

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 for the discontinuation of the 15-bed, Rehabilitation service at Adventist Hinsdale Hospital (AHH).

The Rehabilitation unit will be replaced by the establishment of Rehabilitation services at Adventist La Grange Memorial Hospital (ALMH), located at 5101 South Willow Springs Road in La Grange, which is only 2.5 miles from AHH. A separate application has been filed for the establishment of the service at ALMH. This discontinuation is contingent on the approval of the establishment of Rehabilitation services at ALMH.

The vacated space will be used for storage of equipment and offices. There is no capital cost associated with this project and the total amount of vacated space is 8,958 gross square feet.

This is a substantive project based on the fact that it involves a discontinuation of a category of service.

Project Costs and Sources of Funds

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

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs			
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts			
Modernization Contracts			
Contingencies			
Architectural/Engineering Fees			
Consulting and Other Fees			
Movable or Other Equipment (not in construction contracts)			
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment			
Other Costs To Be Capitalized			
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	0	0	0
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities			
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)			
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS	0	0	0
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: \$	_____	
Fair Market Value: \$	_____	
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 \$ _____.		

Project Status and Completion Schedules

For facilities in which prior permits have been issued please provide the permit numbers.	
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): <u>February 28, 2015</u>	
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
☒ 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.

Cost Space Requirements

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			Not Applicable				
MRI							
Total Clinical							
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL							

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

Facility Bed Capacity and Utilization

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

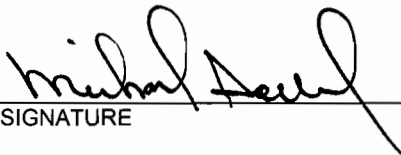
FACILITY NAME: Adventist Hinsdale Hospital			CITY: Hinsdale, IL		
REPORTING PERIOD DATES: From: January 1, 2012 to: December 31, 2012					
Category of Service	Authorized Beds	Admissions	Patient Days	Bed Changes	Proposed Beds
Medical/Surgical	131	7,560	29,170	0	131
Obstetrics	37	2,294	6,465	0	37
Pediatrics	18	326	511	0	18
Intensive Care	44	1,173	5,341	0	44
Comprehensive Physical Rehabilitation	15	398	4,551	-15	0
Acute/Chronic Mental Illness	17	790	5,404	0	17
Neonatal Intensive Care	14	46	1,132	0	14
General Long Term Care					
Specialized Long Term Care					
Long Term Acute Care					
Other ((identify))					
TOTALS:	276	12,587	52,574	-15	261

CERTIFICATION

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

- in the case of a corporation, any two of its officers or members of its Board of Directors;
- 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);
- 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);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of Adventist Hinsdale Hospital *
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

Michael J. Goebel
PRINTED NAME

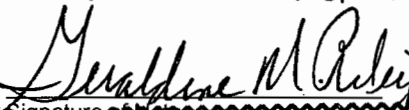
Chief Executive Officer
PRINTED TITLE


SIGNATURE

Thomas J. Williams
PRINTED NAME

Assistant Secretary
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 26 day of November, 2013


Signature of Notary
Seal
OFFICIAL SEAL
GERALDINE M RILEY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/11/14

*Insert EXACT legal name of the applicant

Notarization:
Subscribed and sworn to before me
this 26 day of November, 2013


Signature of Notary
Seal
OFFICIAL SEAL
GERALDINE M RILEY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/11/14

SECTION II. DISCONTINUATION

This Section is applicable to any project that involves discontinuation of a health care facility or a category of service. **NOTE:** If the project is solely for discontinuation and if there is no project cost, the remaining Sections of the application are not applicable.

Criterion 1110.130 - Discontinuation

READ THE REVIEW CRITERION and provide the following information:

GENERAL INFORMATION REQUIREMENTS

1. Identify the categories of service and the number of beds, if any that is to be discontinued.
2. Identify all of the other clinical services that are to be discontinued.
3. Provide the anticipated date of discontinuation for each identified service or for the entire facility.
4. Provide the anticipated use of the physical plant and equipment after the discontinuation occurs.
5. Provide the anticipated disposition and location of all medical records pertaining to the services being discontinued, and the length of time the records will be maintained.
6. For applications involving the discontinuation of an entire facility, certification by an authorized representative that all questionnaires and data required by HFSRB or DPH (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation, and that the required information will be submitted no later than 60 days following the date of discontinuation.

REASONS FOR DISCONTINUATION

The applicant shall state the reasons for discontinuation and provide data that verifies the need for the proposed action. See criterion 1110.130(b) for examples.

IMPACT ON ACCESS

1. Document that the discontinuation of each service or of the entire facility will not have an adverse effect upon access to care for residents of the facility's market area.
2. Document that a written request for an impact statement was received by all existing or approved health care facilities (that provide the same services as those being discontinued) located within 45 minutes travel time of the applicant facility.
3. Provide copies of impact statements received from other resources or health care facilities located within 45 minutes travel time, that indicate the extent to which the applicant's workload will be absorbed without conditions, limitations or discrimination.

APPEND DOCUMENTATION AS ATTACHMENT-10, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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 -39, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

XI. Safety Net Impact Statement

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)			
Inpatient			
Outpatient			
Total			

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

XII. Charity Care Information

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

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

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

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

CHARITY CARE			
	Year	Year	Year
Net Patient Revenue			
Amount of Charity Care (charges)			
Cost of Charity Care			

APPEND DOCUMENTATION AS ATTACHMENT-41, 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

ADVENTIST HINSDALE HOSPITAL, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON NOVEMBER 01, 1904, 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.



Authentication #: 1327301846

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

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 30TH day of SEPTEMBER A.D. 2013 .

Jesse White

SECRETARY OF STATE

Attachment 1

13



Adventist
Hinsdale Hospital
Keeping you well

November 21, 2013

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

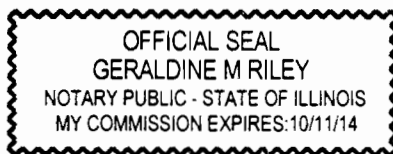
Dear Ms. Avery:

I hereby attest that Adventist Hinsdale Hospital is the owner of the hospital site located at 120 N. Oak Street in Hinsdale, Illinois.

Please let me know if you need any additional information.

Sincerely,

Michael J. Goebel
Chief Executive Officer



Geraldine M. Riley
11/26/13



To all to whom these Presents Shall Come, Greeting:

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

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Authentication #: 1327301846

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

*In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 30TH
day of SEPTEMBER A.D. 2013 .*

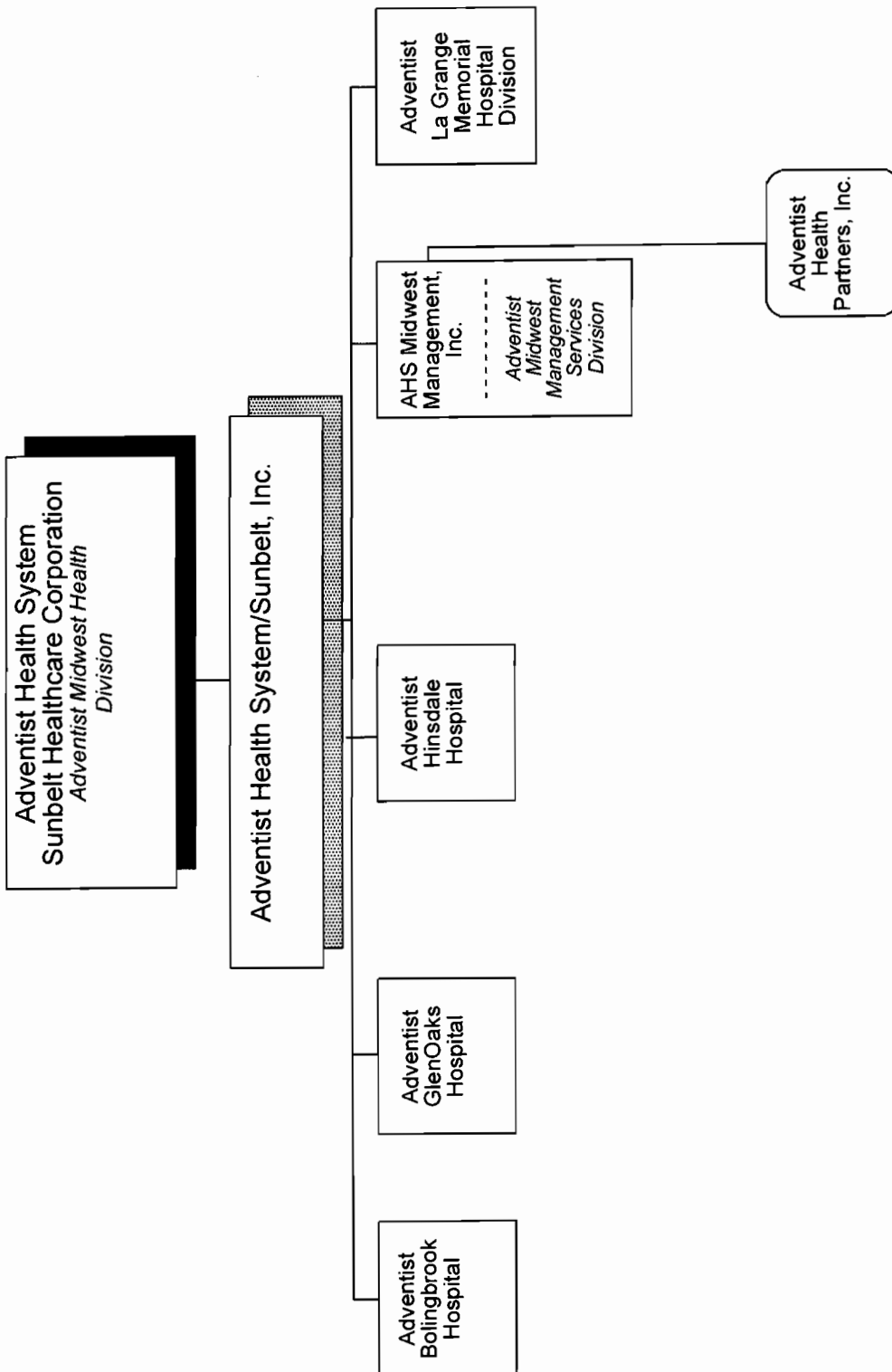
Jesse White

SECRETARY OF STATE

Attachment 3

(15)

Adventist Midwest Health
Organization Chart – December 2013



Discontinuation

This application is for the discontinuation of the 15-bed, Rehabilitation service at Adventist Hinsdale Hospital (AHH). While the proposed project is to discontinue inpatient Rehabilitation services, we are also submitting an application to establish a 16-bed, inpatient Rehabilitation unit at our sister hospital, Adventist La Grange Memorial Hospital (ALMH), located 2.5 miles away. The proposed project at ALMH will convert an existing, unoccupied, Medical/ Surgical unit into a Rehabilitation unit that includes a fully built apartment to help prepare patients for their return home, a larger therapy gym and ADA-compliant rooms and bathrooms. The discontinuation at AHH is contingent on the approval of establishment of Rehabilitation services at ALMH.

The discontinuation of Rehab services is proposed for the following reasons:

1. The Rehabilitation unit at AHH is located in a section of the building that was originally constructed in 1951, and while it has served the needs of patients for many years, it is currently in need of a major renovation in order to provide state-of-the-art inpatient medical care.
2. The Disability Rights Bureau of the Illinois Attorney General (AG) conducted an investigation and in response we stated we would renovate the existing unit to meet new ADA standards (the communication between AHH and the AG are appended to this attachment). After assessing the cost and the disruption to patient care during the construction, we determined moving the service to ALMH would make the most sense. Converting the space at AHH to equipment storage eliminates the need to further address ADA standards in the existing space.

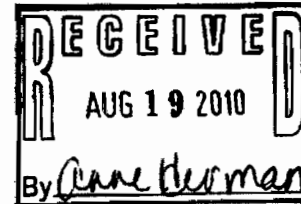
Patients will be transferred from AHH to ALMH starting January 1, 2015 pending the approval of both of these projects by the Illinois Health Facilities and Services Review Board. Medical records have been converted to an electronic format and are accessible by both hospitals on the same system. These electronic medical records are archived for 10 years. Staff will be transferred from AHH to ALMH to ensure a smooth transition for both patients and clinicians. A copy of the current transfer agreement between AHH and ALMH is included in this application for your review.

A letter was sent to all hospitals offering Rehabilitation services within 45 minutes travel time of the hospital. To date, no letters stating a negative impact have been received. A copy of the letter that was sent, as well as copies of the letters of support received, have been appended to this attachment. Also appended is a list of the facilities to which the letters were sent, their respective distance, and travel times from AHH.

AHH is located in DuPage County in Comprehensive Physical Rehabilitation Planning Area: Health Service Area 7. The following hospitals offer Rehabilitation services in the HSA. Also included are their respective occupancy rates effective 12/31/12 per the IDPH Annual Hospital Profile.

Hospital Name	Rehabilitation Beds	Occupancy %
Adventist Hinsdale Hospital	15	83.1
Advocate Christ Medical Center	37	90.0
Advocate Lutheran General Hospital	45	74.4
Alexian Brothers Medical Center	66	89.4
Evanston Hospital	22	68.9
Franciscan St. James Health – Chicago Heights	30	48.7
Ingalls Memorial Hospital	52	49.6
Loyola University Medical Center	32	78.9
Marianjoy Rehabilitation Hospital	101	82.2
Rush Oak Park Hospital	36	12.3
Westlake Hospital	40	31.5

The vacated space, totaling 8,958 gsf, at AHH will be converted into storage. There is no capital cost associated with this project. No other services are being discontinued. The completion date for this project is February 28, 2015.



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

Lisa Madigan
ATTORNEY GENERAL

August 18, 2010

Via Certified Mail #7008 1300 0000 8944 1836

Ms. Anne H. Herman
Registered Agent
Adventist Hinsdale Hospital
15 Spinning Wheel Road, #118
Hinsdale, IL 60521

Re: Adventist Hinsdale Hospital Rehabilitation Unit
Our file 2010-DRC-4000

Dear Ms. Herman:

The Disability Rights Bureau of the Illinois Attorney General's Office is currently investigating the above-mentioned Adventist Hinsdale Hospital Rehabilitation Unit after receiving a complaint that it is not accessible to people with disabilities. This may be a violation of the Americans with Disabilities Act, 42 U.S.C. §§ 12181-89; Environmental Barriers Act, 410 ILCS 25/1 et seq.; and the Illinois Human Rights Act, 775 ILCS 5/1 et seq.

In order to complete our investigation, we request the following information:

1. The names, addresses, and phone numbers of:
 - a. The owners and operators of the Adventist Hinsdale Hospital Rehabilitation Unit located at 120 North Oak Street, Hinsdale, IL 60521 including but not limited to corporations, partnerships, subsidiaries, franchisors, franchisees, management companies, and any other individuals or entities that have an ownership interest in Adventist Hinsdale Hospital Rehabilitation Unit;
 - b. The owners and operators of the building located at 120 North Oak Street, Hinsdale, IL 60521 in which the Adventist Hinsdale Hospital Rehabilitation Unit is located, including but not limited to corporations, partnerships, subsidiaries, franchisors, franchisees, management companies, and any other individuals or entities that own, lease, or manage

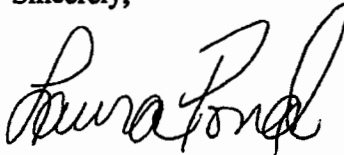
the building.

2. The following information regarding the building located at 120 North Oak Street, Hinsdale, IL 60521:
 - a. The date construction began.
 - b. The date on which the first certificate of occupancy was issued.
 - c. The certified completion date on the last application for a building permit or permit extension issued by a State, County, or local government.
 - d. The names, addresses, and phone numbers of the individuals and/or entities, including but not limited to architects, engineers, and other design professionals, who were involved in the initial construction.
3. The following information regarding alterations done to the building located at 120 North Oak Street, Hinsdale, IL 60521:
 - a. The dates on which the alterations began and were completed.
 - b. A detailed description of the nature of the alterations.
 - c. A detailed account of the cost of the alterations.
 - c. The names, addresses, and phone numbers of the individuals and/or entities who were involved in the alterations, including but not limited to architects, engineers, and other design professionals.
4. The name and contact information of the employee or employees, if any, associated with Adventist Hinsdale Hospital Rehabilitation Unit who are responsible for disability compliance issues.
5. If any formal or informal complaints have been filed against Adventist Hinsdale Hospital Rehabilitation Unit regarding accessibility or discrimination on the basis of disability, please provide the following for each complaint:
 - a. The name, address, and telephone number of the individual who complained;
 - b. A detailed description of the complaint;
 - c. The date of the complaint and the date on which the alleged incident took place; and

d. A description of how the complaint was resolved.

Please respond to this letter *in writing* no later than September 17, 2010. We look forward to your cooperation in this matter. If you have any questions, please do not hesitate to contact me at (312) 814-4418.

Sincerely,



Laura Pond
Paralegal
Disability Rights/Civil Rights Bureaus
Office of Attorney General
100 West Randolph Street, 11th Floor
Chicago, IL 60601
(312) 814-4418
lpond@atg.state.il.us



September 8, 2010

Ms. Laura Pond
Disability Rights/Civil Rights Bureaus
Office of Attorney General
100 West Randolph, 11th Floor
Chicago, IL 60601

Dear Ms. Pond,

This letter is written in response to an August 18, 2010 letter received from the Office of the Attorney General regarding the Adventist Hinsdale Hospital Rehabilitation Unit (file 2010-DRC-4000). You have informed us that a complaint was received by your office alleging that the Rehabilitation Unit is not accessible to people with disabilities. Thomas Williams, Regional Vice President/Chief Administrative Officer with Adventist Midwest Health, spoke with you by phone regarding your request for information. Based on the outcome of that conversation, we are providing the following information as a response in hopes that you may close your investigation.

Adventist Hinsdale Hospital's Inpatient Rehabilitation Unit ("Rehabilitation Unit or Unit") has been operational at Adventist Hinsdale Hospital since the early 1980's, and became accredited by the Commission on Accreditation of Rehabilitation Facilities in 1987. This year, Adventist Hinsdale Hospital entered into a partnership with Marianjoy Rehabilitation Hospital, Wheaton, Illinois, further strengthening the provision of care to persons with disabilities. In the context of this partnership agreement Marianjoy develops, manages, and provides the professional and administrative staff necessary to furnish inpatient rehabilitation services to Adventist Hinsdale Hospital patients. With a Mission to provide *"excellent rehabilitative services for individuals with physical and cognitive impairment in order to foster their maximum independence,"* the primary focus rests on restoration of function so that individuals served may successfully integrate into mainstream society and resume their pre-onset careers; community involvement; and/or activities of daily living. Among the many elements that constitute a comprehensive and effective physical rehabilitation program are assurances that the program is environmentally accessible to all who qualify for services.

The physical plant of the Rehabilitation Unit is determined to be adequate in size, design and accessibility to properly care for all patients who qualify for service. IDPH survey of the Rehabilitation Unit has not resulted in physical plant deficiencies related to accessibility. The Unit has the necessary equipment to meet the individual needs of each person served.

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Environmental accessibility is prioritized and monitored on an ongoing basis. This is achieved through (1) facility modifications; (2) facility master planning (both short-term and long-term); (3) admission criteria and ongoing review of denial of service; (4) individualized plans of care; (5) safety planning, monitoring and improvement; (6) program evaluation monitoring and action planning; and (7) patient satisfaction.

Facility Modifications

The Rehabilitation Unit is housed within the North wing of the existing hospital building, which was constructed in approximately 1961. Renovation projects on the Unit have improved both the accessibility and aesthetics for our patients [enlarged therapy gym; two refurbished bathrooms; decorating/flooring/nursing station renovation]. You raised a specific question about the two refurbished bathrooms on the Unit. Adventist Hinsdale Hospital has requested an architectural review in response to this concern. It has been verified that while the dimensions of the space meet requirements, the turn-around radius within the refurbished bathrooms is one-inch short of full compliance with new construction standards. This can be corrected by replacing the current toilets to increase the turn-around radius by one inch. We have ordered and will replace the toilets within 30 days.

Facility Master Planning

Adventist Hinsdale Hospital recently broke ground on construction of a new patient pavilion ("Phase 1 construction"). This new pavilion, located on the south end of the hospital campus, will feature state-of-the-art facilities with full ADA compliance and private patient rooms and bathrooms. Phase 1 construction is due to be completed in early 2012. A majority of the patient care units in the existing hospital building will transition to the new patient pavilion at that time.

Phase 2 construction will include multiple upgrades/alterations in the existing hospital building. Planning and design of Phase 2 construction is anticipated to be a 24-36 month phased construction project for multiple departments, including the Rehabilitation Unit, beginning in 2013. Included in Phase 2 construction is a move of the Rehabilitation Unit from its current location on the third floor of the north wing to a newly designed unit on the third floor of the east wing in the existing hospital building. Architectural planning for this newly designed rehabilitation unit will comply with all state and federal laws for new construction.

Admission Criteria and Ongoing Review of Denial of Service

The Rehabilitation Unit has admission criteria that are applied uniformly to each individual referred for services. Denial statistics are maintained and reviewed by the leadership



on an ongoing basis. A review of the reasons for denial of service from 01/01/07 to present reveals that there were no denials of service due to physical plant or environmental barriers on the Unit. In the event an individual who otherwise qualifies for service on the Unit is unable to participate due to environmental barriers on the Unit, the Rehabilitation Unit will provide alternate methods for program participation (either through the implementation of individualized accommodations or prompt referral to a comparable inpatient rehabilitation program).

Individualized Plans of Care

The Rehabilitation Unit staff is trained to meet the unique rehabilitative needs of each patient. Individualized plans of care are developed for each patient by the treatment team. Each plan is monitored and modified on an ongoing basis based on resource needs and patient preferences. Use of adaptive equipment; removal of environmental barriers; family education to improve the home environment; patient training in compensatory techniques; etc. are core elements to improved functional skills. These rehabilitation principles are incorporated into the individualized treatment plan for each patient, promoting optimal program participation and benefit. If a patient or family member makes a reasonable request for accommodation, the primary care providers will work together to meet the request, as indicated.

With knowledge that bathroom accessibility is important, individualized care is also supported through priority placement of patients in rooms with accessible bathrooms (based on diagnosis, cognition, etc); use of rolling commode chairs to transport patients to bathrooms when necessary; use of walker transfers in the bathroom as indicated by patients' functional skills; as well as the initiation of Phase 2 planning for a new rehabilitation unit.

Safety Planning, Monitoring and Improvement

The Rehabilitation Unit maintains a healthy, safe environment that supports quality services and minimizes the risk of harm to the person served. Comprehensive safety rounds are completed by external authorities (e.g. the Fire Department) and internal safety personnel on an ongoing basis. Unit-specific staff education relative to the safety needs of the patient (including egress; need for maintaining cleared hallways and exits; movement of patients in an emergency; etc.) are completed on a routine basis.

Program Evaluation Monitoring and Improvement

The functional skill level of each patient is measured prior to, during, and following service provision and compared to a national database. Functional skill level of the patients of the Unit at discharge substantively exceeded both national and regional comparisons for three of four quarters in 2009, with over 70% of those served returning to the home setting following

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discharge. At follow-up, 90 days post-discharge, functional skill and ability to live in the home for Unit patients exceeded both regional and national comparisons for all four quarters of 2009.

Patient Satisfaction

The Rehabilitation Unit is committed to continually improving service delivery to the persons served. There have been no patient grievances regarding accessibility on the Rehabilitation Unit. Input from patients on the Rehabilitation Unit is gathered on a routine basis. Calls are made to each patient both at the time of discharge and at follow-up (up to 90 days following discharge). In 2010, 100% of patients reported that they "always received very good care while (they) were in the hospital." 96% of patients responded that they are likely to recommend the Rehabilitation Unit to others. Nurse Manager rounding is completed on admitted rehabilitation patients. In 2009, of the 239 patients admitted, 214 were visited by the Nurse Manager (or designee). While accessibility was not specifically cited as an issue during these interviews, there were patient complaints that the patient rooms were small, making it particularly difficult when visitors are present in double-occupancy rooms. To accommodate patient concern regarding small rooms, private rooms are provided to all patients unless the census exceeds thirteen patients, at which time those rooms designed for double-occupancy are used. Average daily census YTD is 9.3, allowing for single occupancy for nearly all patients admitted.

We appreciate this opportunity to respond to the concerns you have raised regarding accessibility on the Rehabilitation Unit. We believe the Unit is adequately accessible to comprehensively meet the medical and rehabilitation needs of all persons who qualify for services. We have identified opportunities for improvement relative to the physical environment, and have initiated planning for a newly-designed rehabilitation unit that will meet all state and federal requirements for new construction. Please contact me should you need additional information.

Sincerely,

Anne Herman, M.S.; M.J.

Compliance and Privacy Officer

Adventist Midwest Health

15 Spinning Wheel Road; Suite 118

Hinsdale, IL 60521

630.856.4572

anne.herman@ahss.org

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Attachment 10



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

August 11, 2011

Lisa Madigan
ATTORNEY GENERAL
Ms. Anne Herman
Compliance and Privacy Officer
Adventist Midwest Health
15 Spinning Wheel Road, Suite 118
Hinsdale, IL 60521

Re: Adventist Hinsdale Hospital Rehabilitation Unit
Our File #2010-DRC-4000

Dear Ms. Herman:

As you are aware, our office has been investigating the Adventist Hinsdale Hospital Rehabilitation Unit for violations of the Americans with Disabilities Act, Illinois Environmental Barriers Act and its corresponding regulations, the Illinois Accessibility Code. You informed us in September, 2010 that it was determined to be impossible to make the current rehabilitation unit accessible and that a new unit would be built in the latter part of 2012.

While we understand that structural changes are impossible, we would like a written proposal from you outlining the accessibility features that can be implemented to the current rehabilitation unit without a high cost to you. Items such as installing grab bars, insulating the toilet room pipes, adjusting the height of the towel dispensers and mirrors and installing round door knobs can probably be made and will improve the accessibility of the toilet rooms for your current patients.

Please forward to me the proposal by October 31, 2011. If you have any questions or comments, please call me at (312) 814-4418.

Sincerely,

A handwritten signature in cursive script, reading "Laura Pond", is written over the typed name.

Laura Pond
Paralegal
Disability Rights Bureau
Office of Attorney General
100 West Randolph Street, 11th Floor
Chicago, IL 60601
lpond@atg.state.il.us
Voice (312) 814-4418

August 28, 2011

Ms. Laura Pond
Disability Rights/Civil Rights Bureaus
Office of Attorney General
100 West Randolph, 11th Floor
Chicago, IL 60601

Dear Ms. Pond,

This letter is written in response to an August 11, 2011 letter received from the Office of the Attorney General regarding the Adventist Hinsdale Hospital Rehabilitation Unit ("Unit"); (file 2010-DRC-4000). You have requested, based upon our response to the initial complaint and your subsequent investigation on the Unit, a written proposal from the Unit outlining the accessibility features that can be implemented to the current Unit without high cost.

A comprehensive review of potential modifications to enhance accessibility on the Unit has been completed. In light of the planned move of the Unit, the following physical plant modifications are recommended [to be completed no later than 01/31/12]:

- Purchase longer mirrors for the bathroom in all patient bathrooms [to accommodate patients who are standing and patients in wheelchairs]
- Move grab bars in shower room to make them vertical
- Install soap dispensers at an accessible height
- Cover pipe under sinks in all patient bathrooms
- Install wrap-around grab bars in the community shower
- Replace grab bars on left in bathrooms of all patient bathrooms with grab bars of greater circumference

In addition to the above physical changes, Unit staff will continue with implementation of operational processes that promote accessibility:

- Apply uniform admission criteria and appropriately refer patients to a comparable program if they are unable to participate due to potential environmental barrier on the Unit
- Review denial statistics ongoing and respond with any appropriate operational modifications based on noted trends
- Continue to promote individualized plans of care that accommodate the specific accessibility needs of each person served
- Assure ongoing compliance with physical plant and operational safety criteria

- Implement therapeutic and physical plant changes to promote accessibility based on review of program evaluation [e.g. functional skills] outcomes
- Maintain primary focus on patient satisfaction and accommodation of patient/family requests that promote accessibility

We appreciate this opportunity to respond to the concerns you have raised regarding accessibility on the Rehabilitation Unit. We believe the Unit is adequately accessible to comprehensively meet the medical and rehabilitation needs of all persons who qualify for services. We have authorized physical plant modifications, as outlined above, and believe patients will benefit from the changes that are made. Additionally, the Unit strives to meet all individualized needs, assuring compensatory planning in the event accessibility is identified as a potential concern. Please contact me should you need additional information.

Sincerely,

Anne Herman, M.S.; M.J.
Compliance and Privacy Officer
Adventist Midwest Health
15 Spinning Wheel Road; Suite 118
Hinsdale, IL 60521
630.856.4572
anne.herman@ahss.org

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Attachment 10

Herman, Anne

From: Herman, Anne
Sent: Tuesday, January 31, 2012 1:46 PM
To: 'creilly@atg.state.il.us'
Subject: Re: Status of alterations 2010-DRC-4000

Thank you for your email. All modifications have been made. I will detail in a letter to you with pictures. Thank you!

From: Reilly, Catherine [<mailto:creilly@atg.state.il.us>]
Sent: Tuesday, January 31, 2012 01:26 PM
To: Herman, Anne
Subject: Status of alterations 2010-DRC-4000

Hello Ms. Herman,

I am following up with you to confirm that Adventist Hinsdale Hospital Rehab Unit has made the alterations listed in your letter dated 8/28/11 (to Laura Pond of our office) to enhance accessibility of the Unit for patients. Your letter stated that the modifications would be completed no later than today, 1/31/12.

Since we have not received any communication from your office in regards to the modifications made, we ask that you provide us with a detailed list of each modification made to date and provide a few pictures to confirm such changes. You may send the pictures to my e-mail address listed below. Otherwise, we may need to schedule a follow-up inspection to ensure that the Unit's accessibility has been improved. In addition, please provide us with the start date for the construction project to replace the Rehab Unit which is referred to in your letter as part of Phase 2 of the construction project.

Thank you for your cooperation in this matter.

Kate Reilly
Paralegal, Disability Rights Bureau
Office of the Illinois Attorney General
100 W. Randolph St., 11th Floor
Chicago, IL 60601
(312) 814-5414
(312) 814-3212 Fax
creilly@atg.state.il.us



**Adventist
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February 21, 2012

Ms. Kate Reilly
Paralegal, Disability Rights Bureaus
Office of Attorney General
100 West Randolph, 11th Floor
Chicago, IL 60601

Dear Ms. Reilly,

This letter is written in response to a January 31, 2012 email I received from you regarding the Adventist Hinsdale Hospital Rehabilitation Unit ("Unit"); (file 2010-DRC-4000). You have requested confirmation that the alterations detailed in Adventist Hinsdale Hospital's letter dated August 28, 2011 have been completed.

The following modifications to enhance accessibility on the Unit have been completed as outlined in the August 28, 2011 letter.

- Redesigned mirrors have been installed in all patient bathrooms. The mirrors are mounted at an angle, allowing patients of all heights [including tall patients who are standing, as well as those in wheelchairs] to adequately see their reflection.



- The grab bars in the shower room have been moved from an angled to a vertical position



- Soap dispensers and hand towels have been moved to an accessible height in all patient bathrooms.



- Pipes have been covered under the sinks in all patient bathrooms



- Grab bars were installed that wrap around the community shower



- Grab bars on the left in all patient bathrooms were replaced with grab bars of greater circumference. A grab bar was added behind the toilet in all patient bathrooms.



In addition to the above physical changes, Unit staff continue to implement operational processes that promote accessibility:

- Apply uniform admission criteria and appropriately refer patients to a comparable program if they are unable to participate due to potential environmental barrier on the Unit
- Review denial statistics ongoing and respond with any appropriate operational modifications based on noted trends
- Continue to promote individualized plans of care that accommodate the specific accessibility needs of each person served
- Assure ongoing compliance with physical plant and operational safety criteria
- Implement therapeutic and physical plant changes to promote accessibility based on review of program evaluation [e.g. functional skills] outcomes
- Maintain primary focus on patient satisfaction and accommodation of patient/family requests that promote accessibility

You have requested the start date of the construction project to replace the Rehab Unit [Phase 2 Construction]. In our 9/8/2010 communication, we indicated to you that Phase 2 Construction is anticipated to be a 24-36 month phased construction project, beginning in 2013. Phase 2 construction involves multiple renovation projects for departments remaining in the old hospital building after the New Patient Pavilion opens in April of 2012. At this time we are reviewing the related Phase 2 Construction projects to detail the scope and timing of each. While at this time we are unable to provide a definitive start date for the construction project to replace the Rehab Unit, we will make that information available to you as planning ensues.

We appreciate this opportunity to respond to the concerns you have raised regarding accessibility on the Rehabilitation Unit. We believe the Unit is adequately accessible to comprehensively meet the medical and rehabilitation needs of all persons who qualify for services. Additionally, the Unit strives to meet all individualized needs, assuring compensatory planning in the event accessibility is identified as a potential concern. Please contact me should you need additional information.

Sincerely,



Anne Herman, M.S.; M.J.
Compliance and Privacy Officer
Adventist Midwest Health
15 Spinning Wheel Road; Suite 118
Hinsdale, IL 60521
630.856.4572
anne.herman@ahss.org

Attachment 10 (32)



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

Lisa Madigan
ATTORNEY GENERAL

May 3, 2012

Ms. Anne Herman, M.S., M.J.
Compliance and Privacy Officer
Adventist Midwest Health
15 Spinning Wheel Road, Suite 118
Hinsdale, IL 60521

Re: Adventist Hinsdale Hospital Rehabilitation Unit
Accessibility Complaint
Our File #2010-DRC-4000

Dear Ms. Herman,

On February 23, 2012, you sent us photographs of the modifications made to the Adventist Hinsdale Hospital Rehabilitation Unit ("Rehab Unit") located at 120 N. Oak Street in Hinsdale, Illinois which was the subject of an investigation by our office. Upon review of the photographs, we find that the Rehab Unit has made adequate modifications to enhance the accessibility of the Unit, given that the construction project to replace the Rehab Unit is scheduled to commence in 2013. We have, therefore, closed our investigation. We appreciate your willingness to resolve this matter.

If you have any questions or require any further information, please contact me at (312) 814-5414.

Sincerely,

A handwritten signature in cursive script that reads "Kate Reilly".

Kate Reilly
Disability Rights Bureau

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Attachment 10



December 3, 2013

Ms. Kate Reilly
Disability Rights Bureau
100 West Randolph Street
Chicago, IL 60601

Dear Ms. Reilly,

The Illinois Office of the Attorney General conducted an investigation of the Inpatient Rehabilitation Unit ("Unit") at Adventist Hinsdale Hospital in 2010 based on a complaint alleging that the Unit was not accessible to people with disabilities. Multiple improvements to the Unit were made, enhancing accessibility until a permanent solution could be achieved through moving the Unit into newly renovated space within the hospital. The plan was to begin a 24- to 36-month phased construction process in 2013, which would ultimately result in a relocated and fully renovated unit.

Recently, an operational decision was reached to seek approval to alternatively move the Unit from Adventist Hinsdale Hospital to an affiliated Hospital (Adventist Health System/Sunbelt Inc. d/b/a Adventist La Grange Memorial Hospital) rather than renovate new space for the Unit within Adventist Hinsdale Hospital. This decision is based, in large part, on availability of better space for optimal construction of a fully-accessible, ADA-compliant inpatient rehabilitation unit at Adventist La Grange Memorial Hospital.

Adventist Hinsdale Hospital intends to file an application for the Certificate of Need to the State on December 20, 2013. With approval, renovation would commence and movement of the Unit would follow by January of 2015.

We are pleased to notify you of this intent to move the Unit into optimal space designed solely based on the rehabilitation and accessibility needs of our patients. Should you have any related questions or need for further information, please do not hesitate to contact me.

Sincerely,


Anne Herman M.S.; M.J.
Compliance and Privacy Officer
Adventist Midwest Health
15 Spinning Wheel Road; Suite 118
Hinsdale, IL 60521

Attachment 10

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TRANSFER AGREEMENT

Adventist La Grange Memorial Hospital, a Florida not-for-profit corporation ("**ALMH**") and Adventist Hinsdale Hospital ("**AHH**") an Illinois not-for-profit corporation, make and enter into this Transfer Agreement ("**Agreement**"), effective as of this 25 of November, 2013.

WHEREAS, AHH operates an acute-care hospital, which is located at 120 N Oak Street, Hinsdale, Illinois;

WHEREAS, ALMH owns and operates a licensed and Medicare-certified acute-care hospital, located at 5101 S. Willow Springs Road, La Grange, Illinois, in reasonable proximity to AHH;

WHEREAS, patients of AHH ("**Patients**") may require, from time to time, evaluation, treatment, or admission to ALMH; and

WHEREAS, the parties hereto desire to enter into this Agreement in order to specify the rights and duties of each of the parties and to specify the procedure for facilitating the transfer of Patients to ALMH.

NOW, THEREFORE, to facilitate the transfer of Patients to ALMH, the parties hereto agree to the terms of this Agreement, as set forth below.

1. **TRANSFER OF PATIENTS:** If AHH determines that a Patient needs emergency evaluation, treatment, or admission to ALMH, and an ALMH physician accepts the transfer of the Patient, ALMH will accept the transfer of the Patient, as promptly as possible, provided such transfer meets ALMH's transfer requirements, and ALMH has adequate staff and bed space for the Patient. A designated staff member of AHH shall contact a designated staff member of ALMH to facilitate such transfer and admission to ALMH. ALMH shall receive Patient in accordance with applicable federal and state laws and regulations, and reasonable Hospital policies and procedures. ALMH's responsibility for Patient's care shall begin when Patient enters ALMH.

2. **RESPONSIBILITIES OF AHH:** AHH shall be responsible for performing or ensuring the performance of the following:

- a. **Transportation:** AHH will arrange for transportation of Patient to ALMH;
- b. **Designated Coordinator:** AHH will designate a staff member who has authority to represent AHH and to coordinate the transfer of the Patient to ALMH ("**Transfer Coordinator**"). AHH will notify ALMH and keep it apprised of the name and contact information of the Transfer Coordinator;
- c. **Notice to Hospital:** AHH's designated staff person will notify Hospital's Admission Coordinator before the transfer to alert ALMH of the impending and estimated time of arrival of Patient and to provide information on Patient, to the extent Section 4 of this Agreement allows;
- d. **Patient Choice:** AHH recognizes the right of a Patient to (i) request transfer into the care of a hospital of the Patient's choosing and (ii) refuse to consent to treatment or transfer; and
- e. **Compliance with Law:** AHH will comply with the requirements of applicable state and federal laws relative to the care and transfer of individuals to hospitals.

3. **RESPONSIBILITIES OF ALMH:** ALMH shall be responsible to perform or ensure the performance of the following:

a. **Designated Coordinator:** ALMH will designate a person who has authority to represent ALMH and to coordinate the transfer and admission of Patients into ALMH ("*Admission Coordinator*"). ALMH will notify AHH and keep it apprised of the name and contact information of the Admission Coordinator; and

b. **Compliance with Law:** ALMH will comply with the requirements of applicable state and federal laws relative to individuals admitted to hospitals.

4. **PATIENT INFORMATION:** In order to meet Patients' needs for hospital care, AHH shall provide relevant Patient information to ALMH. Such information may include: resident name, social security number, date of birth, insurance coverage, Medicare beneficiary information (if applicable), current medical findings, diagnoses, known allergies or medical conditions, treating physician, contact person in case of emergency, and any other relevant information Patient has provided AHH in advance.

5. **NON EXCLUSIVITY:** This Agreement shall in no way give ALMH an exclusive right of transfer of Patients to ALMH. AHH may enter into similar agreements with other hospitals, and Patients will continue to have complete autonomy with respect to decisions on medical care.

6. **FREEDOM OF CHOICE:** In entering into this Agreement, AHH in no way endorses or promotes the services of ALMH. Rather, AHH intends to coordinate timely transfer for medical care. Patients are in no way restricted in their choice of hospitals or medical-care providers.

7. **BILLING AND COLLECTIONS:** Hospital and AHH are each responsible for billing the appropriate payer for the services it provides. Neither party shall have any liability to the other party for such charges.

8. **INDEPENDENT RELATIONSHIP**

a. **Independent Contractors:** In performing services pursuant to this Agreement, ALMH and all employees, agents, or representatives of ALMH 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, partnership, or joint-venture relationship between them. AHH shall neither have nor exercise any direction or control over the methods, techniques, or procedures by which ALMH or other employees, agents, or representatives of ALMH perform their professional responsibilities and functions. The sole interest of AHH is to coordinate timely transfer of Patients for medical care.

b. **Hospital Employee Payment:** ALMH shall be solely responsible for the payment of compensation and benefits to its personnel and for compliance with all payments of taxes, social security, unemployment compensation, and workers' compensation.

c. **Non-Hospital Personnel:** Notwithstanding the terms of this Agreement, in no event shall ALMH or any Hospital personnel be responsible for the acts or omissions of non-Hospital personnel.

9. **INSURANCE:** ALMH shall maintain, at no cost to AHH, professional-liability insurance in an amount customary for its business practices. ALMH shall provide evidence of the coverage required herein to AHH on an annual basis.

10. **INDEMNIFICATION:** ALMH shall indemnify, defend, and hold harmless AHH from and against any and all liability, loss, claim, lawsuit, injury, cost, damage, or expense whatsoever (including reasonable attorneys' fees and court costs), arising out of, incident to, or in any manner occasioned by ALMH's (or any of its employee's, agent's, contractor's, or subcontractor's) performance or nonperformance of any duty or responsibility under this Agreement.

11. **TERM AND TERMINATION**

a. **Term:** The term of this Agreement shall commence on the date of execution and shall continue in effect for one year (the "**Initial Term**") and shall renew on an annual basis ("**Renewal Term**"), absent either party's written notice of non-renewal to the other party, at least 30 calendar days before the expiration of the Initial Term or any subsequent Renewal Term of this Agreement.

b. **Events of Termination:** Notwithstanding the foregoing, either party may terminate this Agreement upon the occurrence of any one of the following events:

i. **For No Cause:** At any time upon 30 days prior, written notice to the other party.

ii. **Insolvency:** Upon 10 business days' prior written notice, in accordance with Section 12.g of this Agreement, 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; 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 enters a court of competent jurisdiction order, judgment, or decree or an application of a creditor, adjudicating such party to be bankrupt or insolvent, approving a petition seeking reorganization of such party, appointing a receiver, trustee or liquidator of either such party or of all or a substantial part of such parties' assets; and such order, judgment, or decree continues in effect and unstayed for a period of 30 consecutive calendar days.

c. **Immediate Termination:** Notwithstanding anything to the contrary herein, this Agreement terminates immediately upon the following events: (a) the suspension or revocation of the license, certificate, or other legal credential, authorizing ALMH to provide hospital and medical-care services; (b) the termination of ALMH's participation in, or the exclusion from, any federal or state health program, for reasons related to fraud or failure to comply with certification standards in the rendering of health services; or (c) the cancellation or termination of ALMH's professional-liability insurance that this Agreement requires, and ALMH has not obtained replacement coverage.

12. **MISCELLANEOUS PROVISIONS**

- a. **Counterparts:** The parties may execute this Agreement in any number of counterparts, each of which shall be an original, but all such counterparts together shall constitute the same instrument.
- b. **Waiver:** Any waiver of any terms and conditions hereof must be in writing, and the parties have signed it. A waiver of any of the terms and conditions hereof shall not waive any other terms and conditions hereof.
- c. **Severability:** The provisions of this Agreement are severable, and, if a court of competent jurisdiction finds any portion invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- d. **Headings:** All headings herein are only for convenience and ease of reference, and no one may consider them in the construction or interpretation of any provision of this Agreement.
- e. **Assignment:** ALMH may not assign, delegate, or subcontract this Agreement, without prior written consent of AHH.
- f. **Governing Law:** The laws of the State of Illinois shall govern the enforcement and interpretation of this Agreement.
- g. **Notices:** Any required or permitted notice herein shall be in writing. It shall be deemed duly given on the date of service, if a party personally serves it on the other party, or on the fourth day after mailing, if a party mails it to the other party by certified mail, return receipt requested, postage pre-paid, at the address below:

To AHH:
120 N. Oak Street
Hinsdale, IL 60521

To ALMH:
5101 S. Willow Springs Road
LaGrange, IL 60525

With a copy to:
Legal Department

With a copy to:
Legal Department

or at such other place or places as any of the parties shall designate by written notice to the other.

- h. **Amendment:** The parties may amend this Agreement upon their mutual, written agreement.
- i. **Regulatory Compliance:** The parties agree that nothing contained in this Agreement shall require AHH to refer residents to ALMH for hospital or medical-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.

j. **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, ALMH 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. ALMH shall make such inspection available for up to four years after the rendering of such service. Public Law 96-499 and applicable regulations governs and requires this Section 12.j. The parties agree that this Agreement shall not waive any attorney-client, accountant-client, or other legal privileges.

IN WITNESS THEREOF, the parties, through their duly authorized officers, have executed this Agreement as of the date first written above.

Adventist La Grange Memorial Hospital

By: *Larry Davis*
Its: CEO

Adventist Hinsdale Hospital

By: *Michael Sabl*
Its: CEO



**Adventist
Hinsdale Hospital**

Keeping you well

November 21, 2013

████████████████████
836 W. Wellington Ave
Chicago, IL 60657

Dear ████████████████████

I am writing to inform you that Adventist Hinsdale Hospital is submitting a CON application to discontinue our 15 bed Rehabilitation service. Pending permit approval the discontinuation will occur by January 31, 2015.

Over the last two years Adventist Hinsdale Hospital has cared for 797 patients in their Rehabilitation unit. In an effort to improve clinical effectiveness and efficiency of Rehabilitation services, Adventist Hinsdale and Adventist La Grange Memorial Hospitals jointly decided to transition Adventist Hinsdale Hospital's Rehabilitation services to Adventist La Grange Memorial Hospital (located at 5101 Willow Springs Road, La Grange, Illinois, 60525). Adventist La Grange Memorial Hospital will renovate and specialize 16 beds in their patient pavilion for Rehabilitation services. A separate application will be filed for the establishment of Rehabilitative services at Adventist La Grange Memorial Hospital.

While we do not anticipate this discontinuation of service having a negative impact on your facility, we ask that, as part of the discontinuation process, and consistent with the requirements of Section 1110.130.c, you provide your assessment of the impact, if any, on your facility; whether your facility has the available capacity to accommodate a portion or all of Adventist Hinsdale Hospital's Rehabilitation caseload; and whether your facility operates with any restrictions or limitations that would preclude providing service to residents of Adventist Hinsdale Hospital's market area. You may submit a response within 15 days of receipt of this letter to the following address:

Adventist Midwest Health
ATTN: Planning & Market Intelligence
15 Spinning Wheel Drive, Suite 212
Hinsdale, IL 60521

Sincerely,

Michael J. Goebel
Chief Executive Officer

Attachment 10

40

Impact letters were sent to the following facilities:

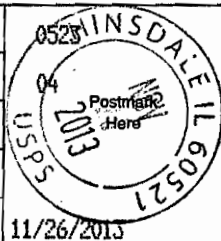
Hospital Name
Advocate Christ Medical Center
Advocate Illinois Masonic Medical Center
Advocate Lutheran General Hospital
Alexian Brothers Medical Center
Evanston Hospital (Northshore University Health System)
Franciscan St. James Hospital and Health Centers
Holy Cross Hospital
Ingalls Memorial Hospital
Louis A. Weiss Memorial Hospital
Loyola University Medical Center
Marianjoy Rehabilitation Center
Mercy Hospital and Medical Center
Presence Resurrection Medical Center
Presence Saint Joseph Hospital - Chicago
Presence St. Joseph Medical Center
Rehabilitation Institute of Chicago
Presence Health - St. Mary of Nazareth Hospital
Rush Copley Medical Center
Rush Oak Park Hospital
Rush University Medical Center
Schwab Rehabilitation Center
Shriners Hospital for Children
Silver Cross Hospital
Swedish Covenant Hospital
University of Illinois Hospital & Health Sciences System
Westlake Hospital

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ELMWOOD PARK IL 60707-3351

Postage	\$	\$0.46
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Return Receipt Fee (Endorsement Required)		\$2.55
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Total Postage & Fees	\$	\$6.11



Sent To

Mr. Mark Niederpruem
 Street, Apt. No.,
 or PO Box No. 2211 N. Oak Park Ave
 City, State, ZIP+4 Chicago, IL 60605 60707

PS Form 3800, August 2006

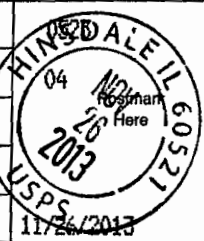
See Reverse for Instructions

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CHICAGO IL 60608

Postage	\$	\$0.46
Certified Fee		\$3.10
Return Receipt Fee (Endorsement Required)		\$2.55
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$6.11



Sent To

Mr. Alan Channing
 Street, Apt. No.,
 or PO Box No. 1401 S. California Blvd
 City, State, ZIP+4 Chicago, IL 60608

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AURORA IL 60504

Postage	\$	\$0.46
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Return Receipt Fee (Endorsement Required)		\$2.55
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$6.11



Sent To

Mr. Barry Finn
 Street, Apt. No.,
 or PO Box No. 2000 Ogden Ave
 City, State, ZIP+4 Aurora, IL 60504

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OAK PARK IL 60304

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Return Receipt Fee (Endorsement Required)		\$2.55
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$6.11



Sent To

Mr. Bruce Elegant
 Street, Apt. No.,
 or PO Box No. 520 S. Maple Ave
 City, State, ZIP+4 Oak Park, IL 60304

PS Form 3800, August 2006

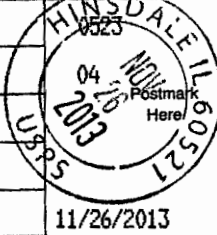
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JOULET IL 60435

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Return Receipt Fee (Endorsement Required)		\$2.55
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$6.11



Sent To

Ms. Beth Hughes
 Street, Apt. No.,
 or PO Box No. 333 N. Madison St.
 City, State, ZIP+4 Joliet, IL 60435

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CHICAGO IL 60612

Postage	\$	\$0.46
Certified Fee		\$3.10
Return Receipt Fee (Endorsement Required)		\$2.55
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$6.11



Sent To

Dr. Larry Goodman
 Street, Apt. No.,
 or PO Box No. 1653 W. Congress Pkwy
 City, State, ZIP+4 Chicago, IL 60612

PS Form 3800, August 2006

See Reverse for Instructions

Attachment 10

(42)

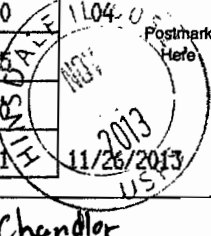
9254 6063 3309 4326
7011 3500 0003 0005 T102

U.S. Postal Service TM	
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For delivery information visit our website at www.usps.com	
CHICAGO, IL 60611	
OFFICIAL USE	
Postage	\$ 0.46
Certified Fee	\$3.10
Return Receipt Fee (Endorsement Required)	\$2.55
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 6.11
	
Sent To	
Dr. Joanne Smith	
Street, Apt. No.; or PO Box No. 345 E. Superior St.	
City, State, ZIP+4 Chicago, IL 60611	
PS Form 3800, August 2006 See Reverse for Instructions	

5924 6063 3309 4326
7011 3500 0003 0005 T102

U.S. Postal Service TM	
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For delivery information visit our website at www.usps.com	
NEW LENOX, IL 60451	
OFFICIAL USE	
Postage	\$ 0.46
Certified Fee	\$3.10
Return Receipt Fee (Endorsement Required)	\$2.55
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 6.11
	
Sent To	
Mr. Paul Pawlak	
Street, Apt. No.; or PO Box No. 1900 Silver Cross Blvd.	
City, State, ZIP+4 New Lenox, IL 60451	
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7011 3500 0003 3309 4142
7011 3500 0003 0005 T102

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For delivery information visit our website at www.usps.com	
CHICAGO, IL 60629	
OFFICIAL USE	
Postage	\$ 0.46
Certified Fee	\$3.10
Return Receipt Fee (Endorsement Required)	\$2.55
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 6.11
	
Sent To	
Mr. Loren Chandler	
Street, Apt. No.; or PO Box No. 2701 W. 68th St.	
City, State, ZIP+4 Chicago, IL 60629	
PS Form 3800, August 2006 See Reverse for Instructions	

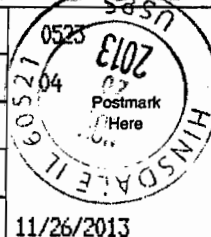
7011 3500 0003 3309 4111
7011 3500 0003 0005 T102

U.S. Postal Service TM	
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For delivery information visit our website at www.usps.com	
ELK GROVE VILLAGE, IL 60007	
OFFICIAL USE	
Postage	\$ 0.46
Certified Fee	\$3.10
Return Receipt Fee (Endorsement Required)	\$2.55
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 6.11
	
Sent To	
Mr. John Werrbach	
Street, Apt. No.; or PO Box No. 800 W. Biesterfeld Rd.	
City, State, ZIP+4 Elk Grove, IL 60007	
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7011 3500 0003 3309 4104
7011 3500 0003 0005 T102

U.S. Postal Service TM	
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For delivery information visit our website at www.usps.com	
PARK RIDGE, IL 60068	
OFFICIAL USE	
Postage	\$ 0.46
Certified Fee	\$3.10
Return Receipt Fee (Endorsement Required)	\$2.55
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 6.11
	
Sent To	
Mr. Anthony Armale	
Street, Apt. No.; or PO Box No. 1775 Dempster St.	
City, State, ZIP+4 Park Ridge, IL 60068	
PS Form 3800, August 2006 See Reverse for Instructions	

9524 6063 3309 4258
7011 3500 0003 0005 T102

U.S. Postal Service TM	
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For delivery information visit our website at www.usps.com	
CHICAGO, IL 60625	
OFFICIAL USE	
Postage	\$ 0.46
Certified Fee	\$3.10
Return Receipt Fee (Endorsement Required)	\$2.55
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 6.11
	
Sent To	
Mr. Mark Newton	
Street, Apt. No.; or PO Box No. 5145 N. California Ave.	
City, State, ZIP+4 Chicago, IL 60625	
PS Form 3800, August 2006 See Reverse for Instructions	

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43

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For delivery information visit our website at www.usps.com		
CHICAGO, IL 60616 OFFICIAL USE		
Postage	\$ 0.46	0523
Certified Fee	\$3.10	04
Return Receipt Fee (Endorsement Required)	\$2.55	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	11/26/2013
Total Postage & Fees	\$ 6.11	
Sent To Ms. Carol Garikas Schneider Street, Apt. No., or PO Box No. 2525 S. Michigan Ave. City, State, ZIP+4 Chicago, IL 60616		
PS Form 3800, August 2006 See Reverse for Instructions		

5024 603E E000 005E T101

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)		
For delivery information visit our website at www.usps.com		
CHICAGO, IL 60622 OFFICIAL USE		
Postage	\$ 0.46	0523
Certified Fee	\$3.10	04
Return Receipt Fee (Endorsement Required)	\$2.55	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	11/26/2013
Total Postage & Fees	\$ 6.11	
Sent To Ms. Margeret McDermott Street, Apt. No., or PO Box No. 2233 W. Division St. City, State, ZIP+4 Chicago, IL 60622		
PS Form 3800, August 2006 See Reverse for Instructions		

7011 3500 0003 3309 4227

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)		
For delivery information visit our website at www.usps.com		
CHICAGO, IL 60657 OFFICIAL USE		
Postage	\$ 0.46	0523
Certified Fee	\$3.10	04
Return Receipt Fee (Endorsement Required)	\$2.55	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	11/26/2013
Total Postage & Fees	\$ 6.11	
Sent To Ms. Roberta Luskin-Hawk Street, Apt. No., or PO Box No. 2900 N. Lake Shore Dr. City, State, ZIP+4 Chicago, IL 60657		
PS Form 3800, August 2006 See Reverse for Instructions		

1242 603E E000 005E T101

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)		
For delivery information visit our website at www.usps.com		
MELROSE PARK, IL 60160 OFFICIAL USE		
Postage	\$ 0.46	0523
Certified Fee	\$3.10	04
Return Receipt Fee (Endorsement Required)	\$2.55	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	11/26/2013
Total Postage & Fees	\$ 6.11	
Sent To Mr. William Brown Street, Apt. No., or PO Box No. 1225 W. Lake St. City, State, ZIP+4 Melrose Park, IL 60160		
PS Form 3800, August 2006 See Reverse for Instructions		

7011 3500 0003 3309 4180

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)		
For delivery information visit our website at www.usps.com		
WHEATON, IL 60187 OFFICIAL USE		
Postage	\$ 0.46	0523
Certified Fee	\$3.10	04
Return Receipt Fee (Endorsement Required)	\$2.55	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	11/26/2013
Total Postage & Fees	\$ 6.11	
Sent To Ms. Kathleen Yosko Street, Apt. No., or PO Box No. 26 W. 171 Roosevelt Rd. City, State, ZIP+4 Wheaton, IL 60187		
PS Form 3800, August 2006 See Reverse for Instructions		

4E24 603E E000 005E T101

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)		
For delivery information visit our website at www.usps.com		
CHICAGO, IL 60612 OFFICIAL USE		
Postage	\$ 0.46	0523
Certified Fee	\$3.10	04
Return Receipt Fee (Endorsement Required)	\$2.55	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	11/26/2013
Total Postage & Fees	\$ 6.11	
Sent To Dr. Bryan Becker Street, Apt. No., or PO Box No. 1740 W. Taylor St. City, State, ZIP+4 Chicago, IL 60612		
PS Form 3800, August 2006 See Reverse for Instructions		

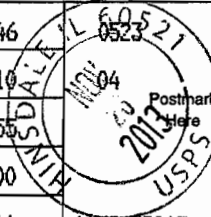
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44

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CHICAGO, IL 60631

Postage	\$	\$0.46	
Certified Fee		\$3.10	
Return Receipt Fee (Endorsement Required)		\$2.55	
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$6.11	

Sent To

Mr. John Baird
 Street, Apt. No., or PO Box No. 7435 W. Talcott Ave
 City, State, ZIP+4 Chicago, IL 60631

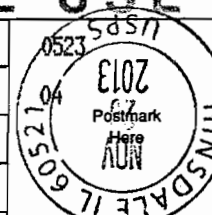
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CHICAGO, IL 60657

Postage	\$	\$0.46	
Certified Fee		\$3.10	
Return Receipt Fee (Endorsement Required)		\$2.55	
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$6.11	

Sent To

Ms. Susan Nordstrom-Lopez
 Street, Apt. No., or PO Box No. 836 W. Wellington Ave
 City, State, ZIP+4 Chicago, IL 60657

PS Form 3800, August 2006

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OAK LAWN, IL 60453

Postage	\$	\$0.46	
Certified Fee		\$3.10	
Return Receipt Fee (Endorsement Required)		\$2.55	
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$6.11	

Sent To

Mr. Kenneth Lukhard
 Street, Apt. No., or PO Box No. 4440 W. 95th St.
 City, State, ZIP+4 Oak Lawn, IL 60453

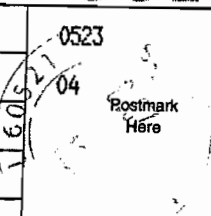
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CHICAGO HEIGHTS, IL 60411

Postage	\$	\$0.46	
Certified Fee		\$3.10	
Return Receipt Fee (Endorsement Required)		\$2.55	
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$6.11	

Sent To

Mr. Seth Warren
 Street, Apt. No., or PO Box No. 1423 Chicago Rd.
 City, State, ZIP+4 Chicago Heights, IL 60411

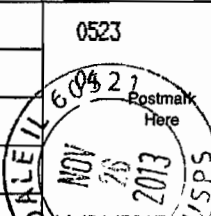
PS Form 3800, August 2006

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CHICAGO, IL 60640

Postage	\$	\$0.46	
Certified Fee		\$3.10	
Return Receipt Fee (Endorsement Required)		\$2.55	
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$6.11	

Sent To

Mr. Jeff Wright
 Street, Apt. No., or PO Box No. 4646 N. Marine Dr.
 City, State, ZIP+4 Chicago, IL 60640

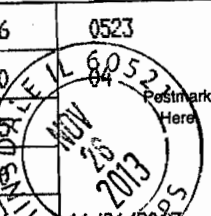
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For delivery information visit our website at www.usps.com

MAYWOOD, IL 60153

Postage	\$	\$0.46	
Certified Fee		\$3.10	
Return Receipt Fee (Endorsement Required)		\$2.55	
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$6.11	

Sent To

Mr. Larry Goldberg
 Street, Apt. No., or PO Box No. 2160 S. 1st Ave
 City, State, ZIP+4 Maywood, IL 60153

PS Form 3800, August 2006

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45

7011 3500 0000 0050 1102

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For delivery information visit our website at www.usps.com	
HARVEY IL 60426 OFFICIAL USE	
Postage	\$ 0.46
Certified Fee	\$3.10
Return Receipt Fee (Endorsement Required)	\$2.55
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 6.11

0523
HINSDALE IL 60521
NOV 26 2013
Postmark Here

Sent To	
Mr. Kurt Johnson	
Street, Apt. No., or PO Box No. 1 Ingalls Dr.	
City, State, ZIP+4 Harvey, IL 60426	

PS Form 3800, August 2006 See Reverse for Instructions

8214 6050 0000 0050 1102

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
EVANSTON IL 60201 OFFICIAL USE	
Postage	\$ 0.46
Certified Fee	\$3.10
Return Receipt Fee (Endorsement Required)	\$2.55
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 6.11

0523
HINSDALE IL 60521
NOV 26 2013
Postmark Here

Sent To	
Mr. Gerald Gallagher	
Street, Apt. No., or PO Box No. 2650 Ridge Ave.	
City, State, ZIP+4 Evanston, IL 60201	

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Attachment 10

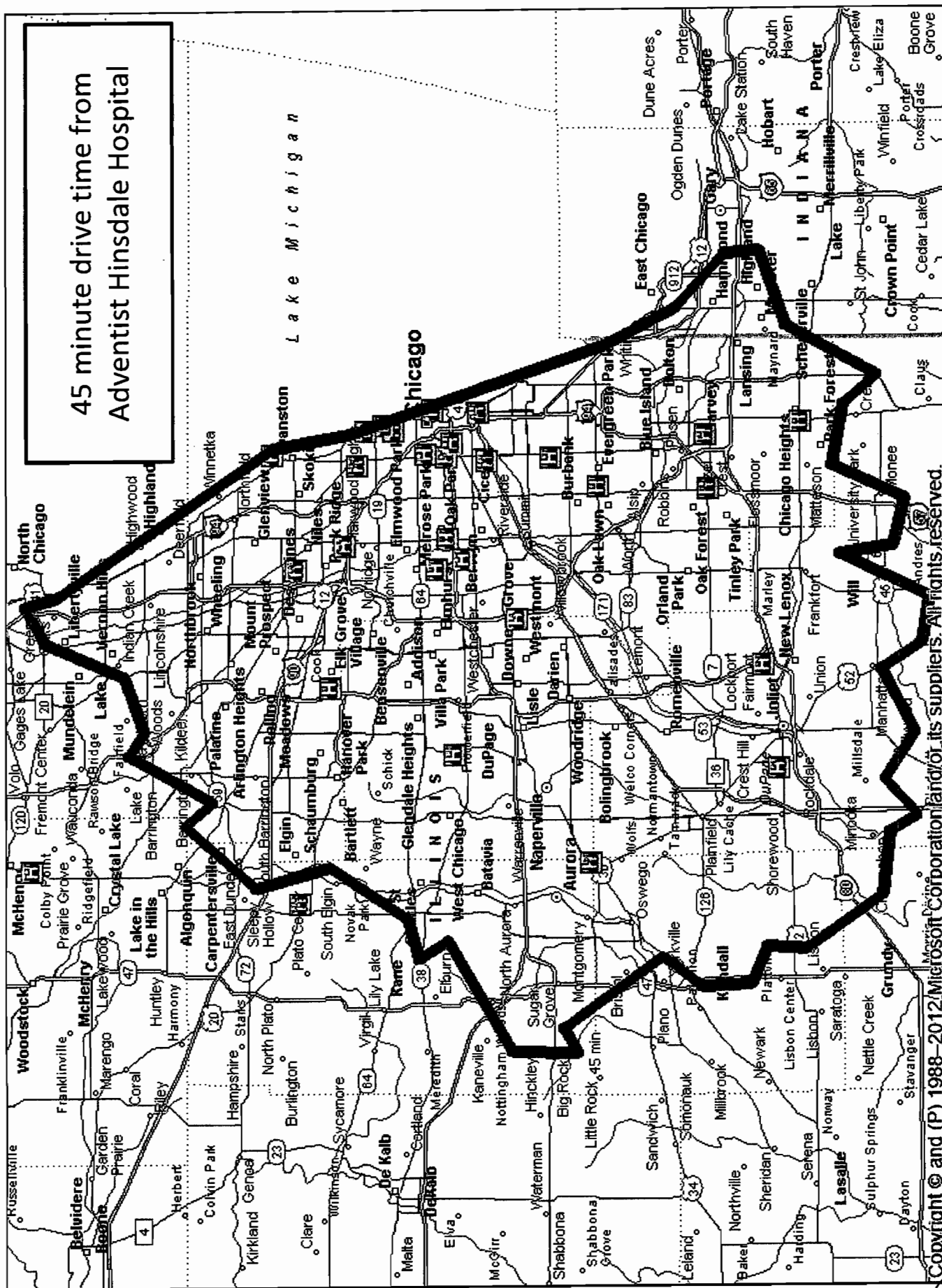
46

Rehabilitation Hospitals Within a 45-Minute Drive Time From Adventist Hinsdale Hospital
Facility Driving Distance and Time

Hospital Name	Address				Driving Time from Adventist Hinsdale Hospital (Minutes)	Suburban Adjustment Factor	Adjusted Drive Time (Minutes)
	Street Address	City	State	ZIP			
Advocate Christ Medical Center	4440 W 95th St.	Oak Lawn	IL	60453	27	1.15	31.1
Advocate Illinois Masonic Medical Center	836 W. Wellington Ave.	Chicago	IL	60657	39	1.15	44.9
Advocate Lutheran General Hospital	1775 Dempster St.	Park Ridge	IL	60068	28	1.15	32.2
Alexian Brothers Medical Center	800 W. Biesterfield Rd.	Elk Grove	IL	60007	27	1.15	31.1
Holy Cross Hospital	2701 W. 68th St.	Chicago	IL	60629	35	1.15	40.3
Ingalls Memorial Hospital	One Ingalls Dr.	Harvey	IL	60426	34	1.15	39.1
Loyola University Medical Center	2160 S. 1st Ave.	Maywood	IL	60153	17	1.15	19.6
Marianjoy Rehabilitation Center	26 W. 171 Roosevelt Rd.	Wheaton	IL	60187	30	1.15	34.5
Mercy Hospital and Medical Center	2525 S. Michigan Ave.	Chicago	IL	60616	30	1.15	34.5
Presence Resurrection Medical Center	7435 W. Talcott Ave.	Chicago	IL	60631	28	1.15	32.2
Rehabilitation Institute of Chicago	345 E. Superior St.	Chicago	IL	60611	34	1.15	39.1
Presence Health - St. Mary of Nazareth Hospital	2233 W. Division St.	Chicago	IL	60622	31	1.15	35.7
Rush Copley Medical Center	2000 Ogden Ave.	Aurora	IL	60504	38	1.15	43.7
Rush Oak Park Hospital	520 S. Maple Ave	Oak Park	IL	60304	19	1.15	21.9
Rush University Medical Center	1653 W. Congress Pkwy.	Chicago	IL	60612	25	1.15	28.8
Schwab Rehabilitation Center	1401 S. California Blvd.	Chicago	IL	60608	26	1.15	29.9
Shriners Hospital for Children	2211 N. Oak Park Ave	Chicago	IL	60707	28	1.15	32.2
Silver Cross Hospital	1900 Silver Cross Blvd.	New Lenox	IL	60451	32	1.15	36.8
Swedish Covenant Hospital	5145 N. California Ave.	Chicago	IL	60625	29	1.15	33.4
University of Illinois Hospital & Health Sciences System	1740 W. Taylor St.	Chicago	IL	60612	27	1.15	31.1
Westlake Hospital	1225 W. Lake St.	Melrose Place	IL	60160	21	1.15	24.2

* Source: MapQuest

45 minute drive time from
Adventist Hinsdale Hospital





mapquest

Notes

Advocate Christ Hospital

Trip to:

4444 W 95th St

Oak Lawn, IL 60453-2600

15.12 miles / 27 minutes

FREE NAVIGATION APP

SELECT: ☐ IPHONE ☐ ANDROID

Enter your mobile number



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Notes

Advocate Illinois Masonic Medical center

Trip to:

836 W Wellington Ave

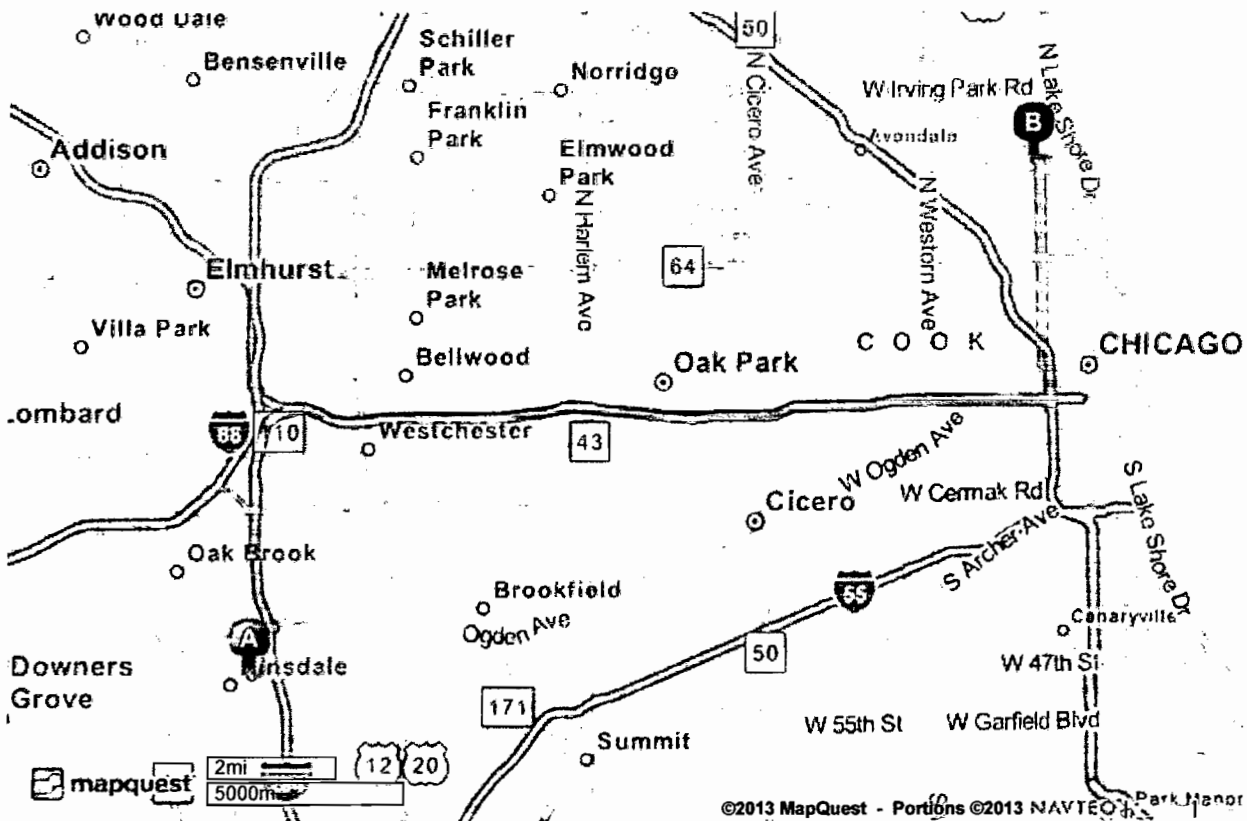
Chicago, IL 60657-5147

23.76 miles / 39 minutes

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Notes

Advocate Lutheran General Hospital

Trip to:

1775 Dempster St

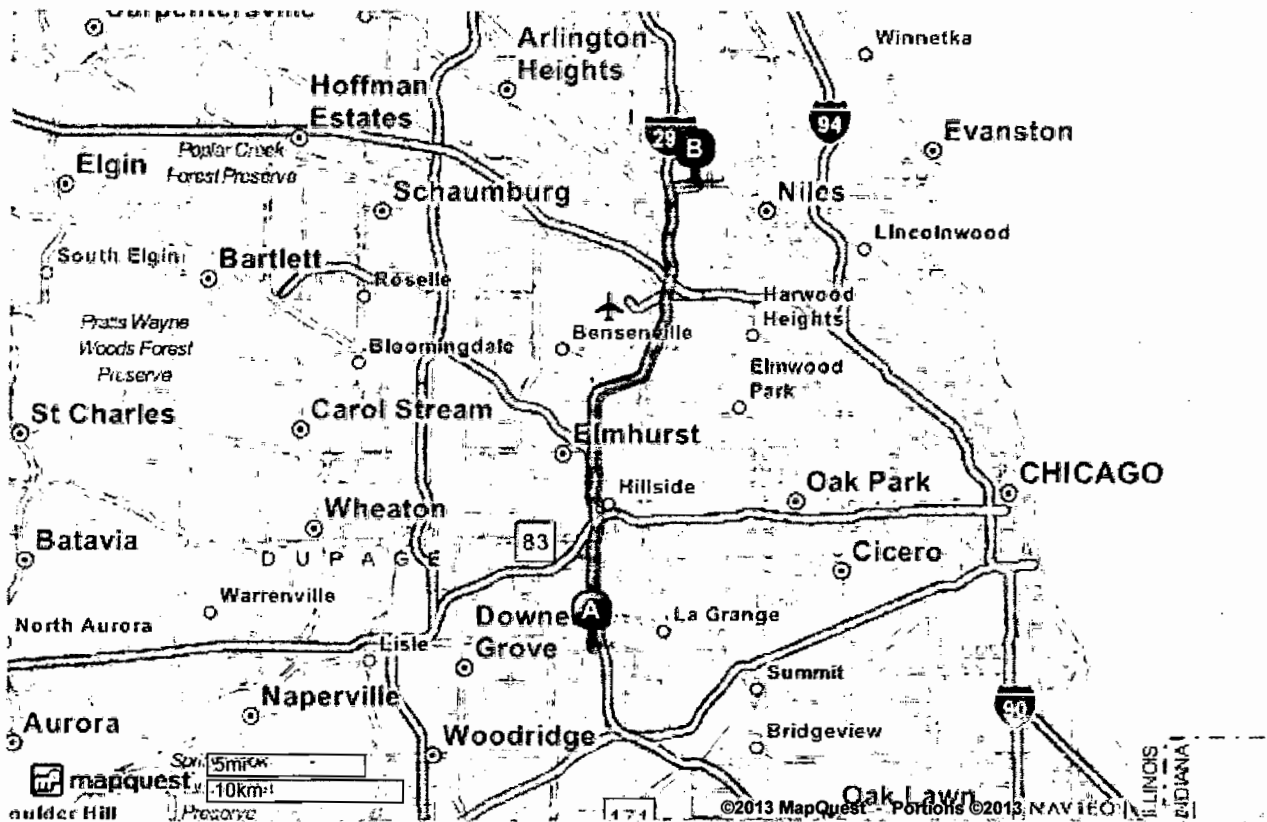
Park Ridge, IL 60068-1143

19.16 miles / 28 minutes

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Notes

Alexian Brothers Medical center

Trip to:

800 Biesterfield Rd

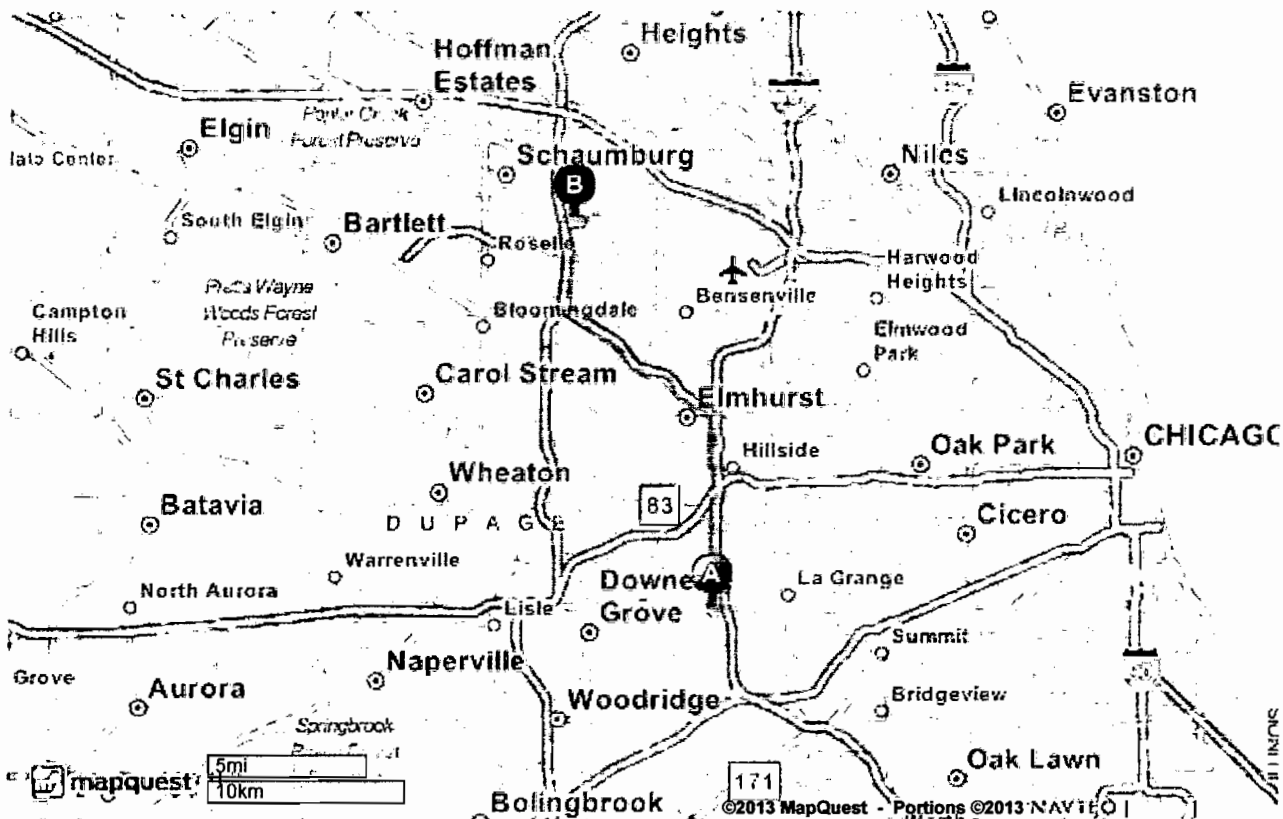
Elk Grove Village, IL 60007-3361

18.26 miles / 27 minutes

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Notes

Holy Cross Hospital

Trip to:

2701 W 68th St

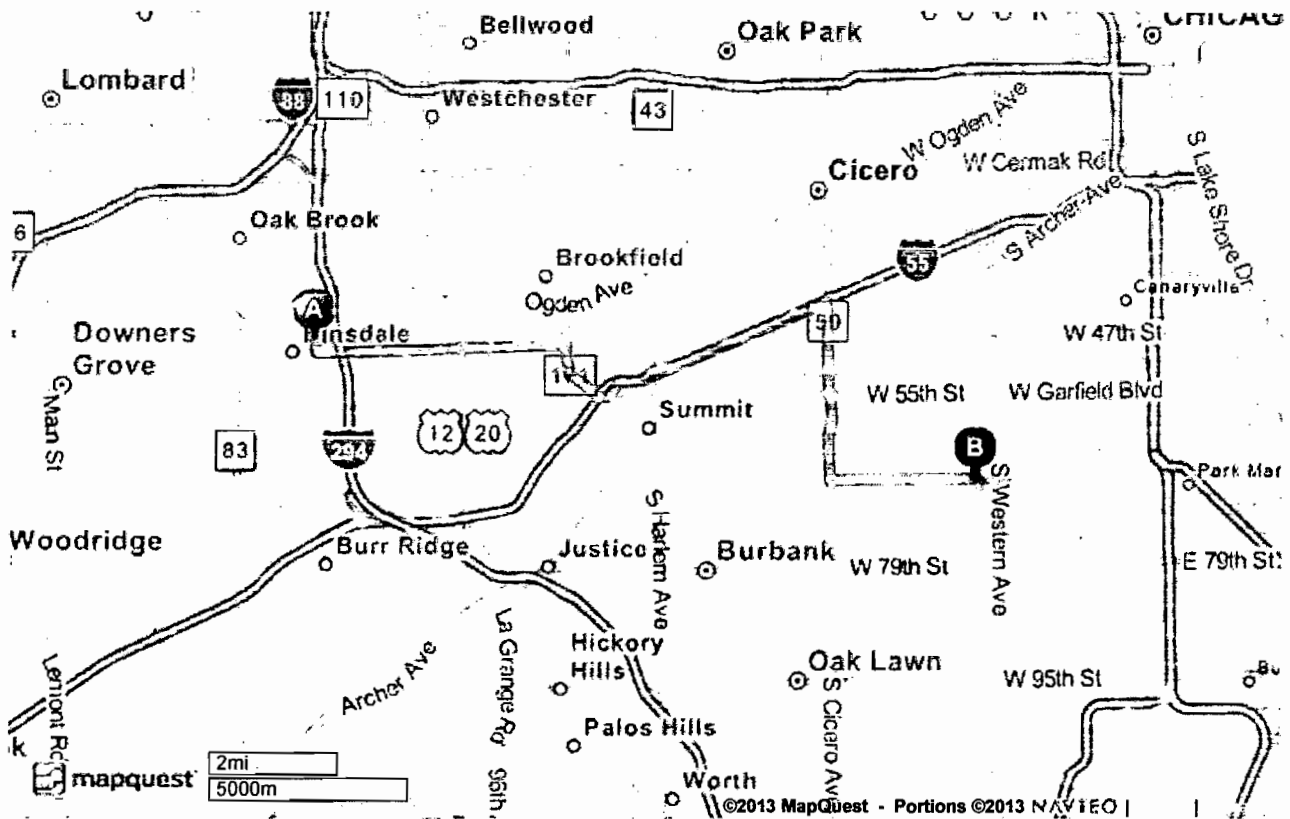
Chicago, IL 60629-1813

16.23 miles / 35 minutes

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11/26/2013

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Trip to:

1 Ingalls Dr

Harvey, IL 60426-3558

23.95 miles / 34 minutes

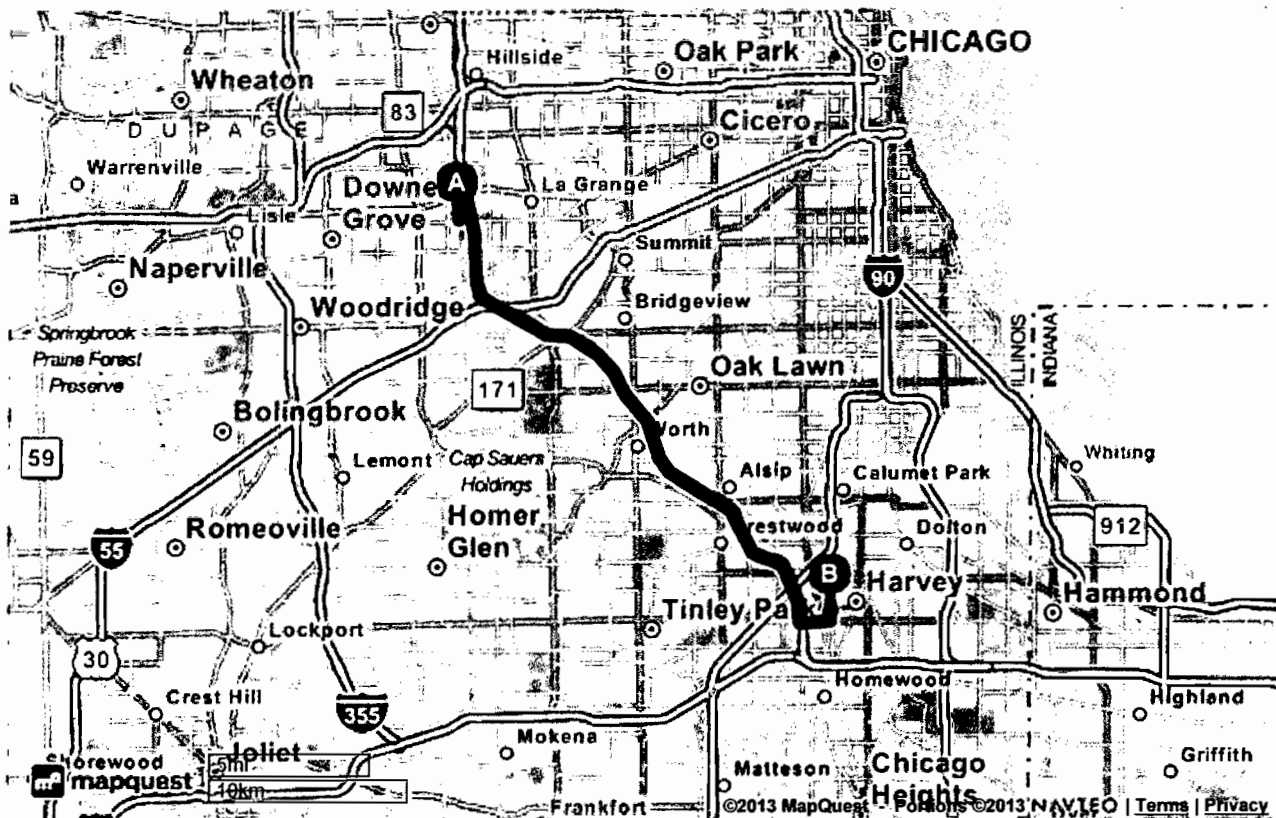
Notes

Ingalls Memorial Hospital

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Trip to:

2160 S 1st Ave

Maywood, IL 60153-3328

10.08 miles / 17 minutes

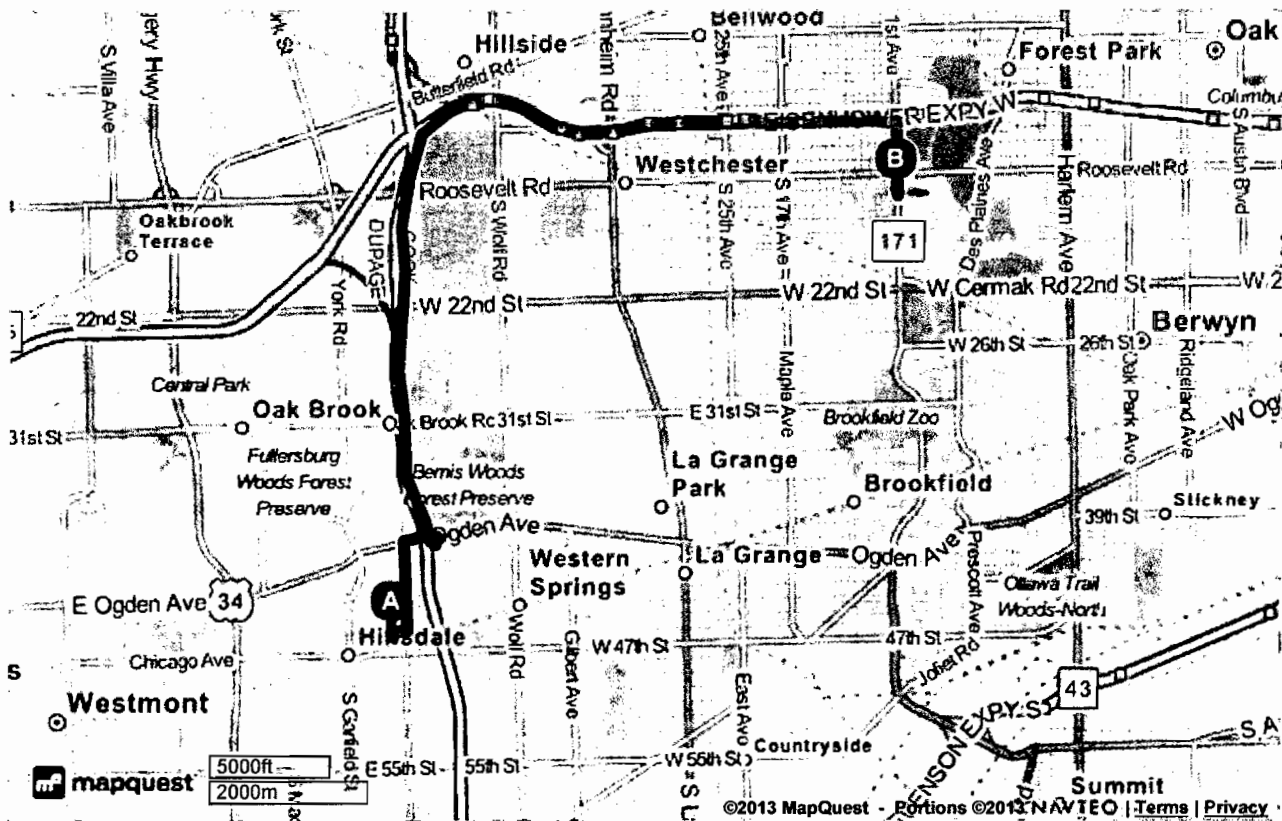
Notes

Loyola University Medical Center

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Trip to:

Wheaton, IL

16.57 miles / 30 minutes

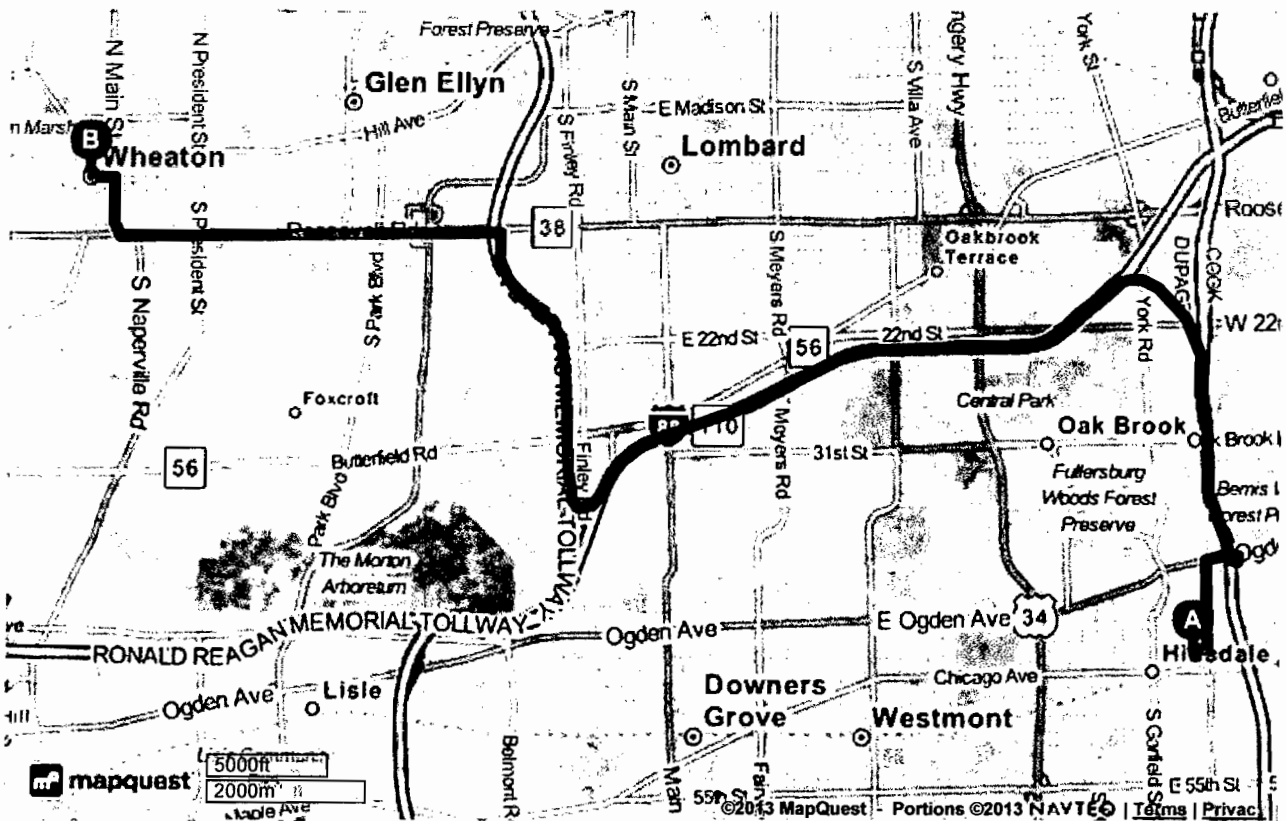
Notes

Marianjoy Rehabilitation Center

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11/26/2013

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Trip to:

2525 S Michigan Ave

Chicago, IL 60616-2315

17.75 miles / 30 minutes

Notes

Mercy Hospital and Medical Center

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Trip to:

7435 W Talcott Ave

Chicago, IL 60631-3707

18.39 miles / 28 minutes

Notes

Presence Resurrection Hospital

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Trip to:

345 E Superior St

Chicago, IL 60611-2654

22.46 miles / 34 minutes

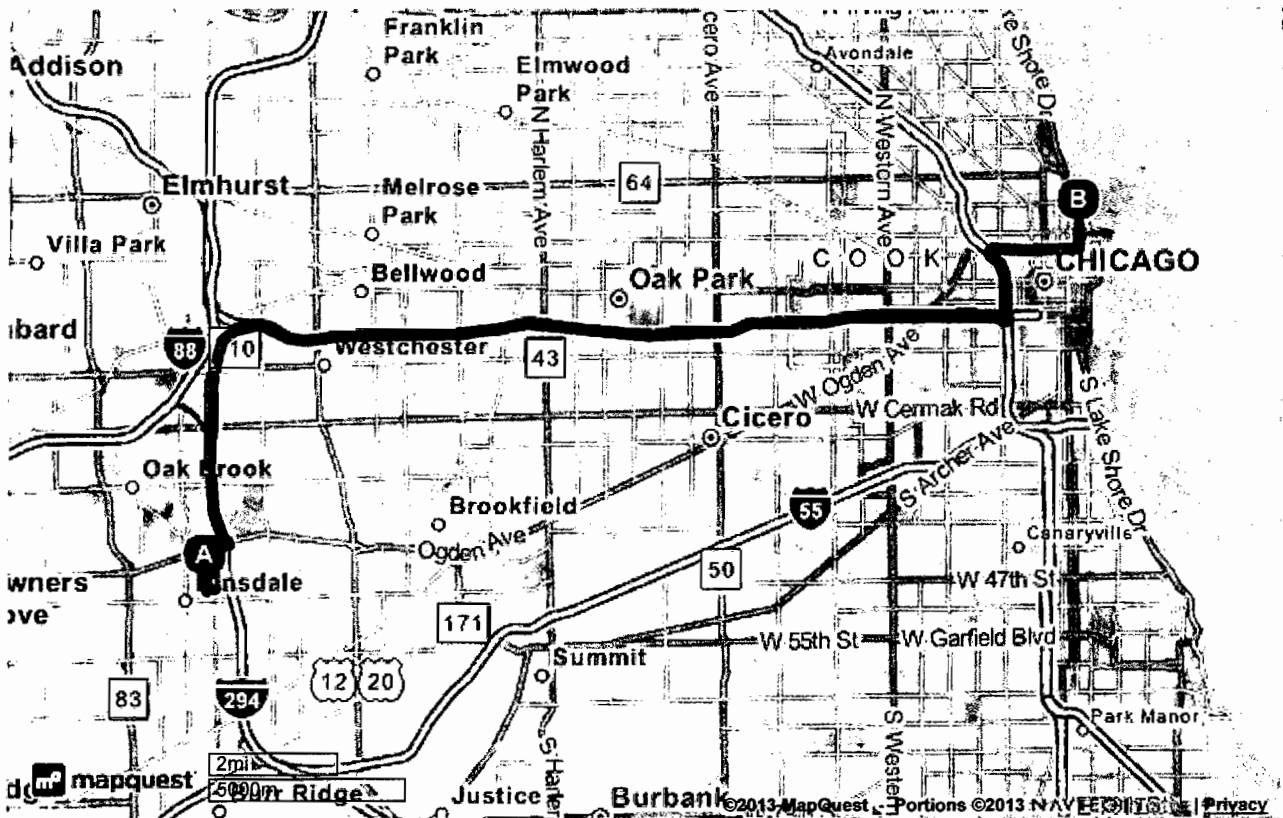
Notes

Rehabilitation Institute of Chicago

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Trip to:
2233 W Division St
Chicago, IL 60622-8151
19.25 miles / 31 minutes

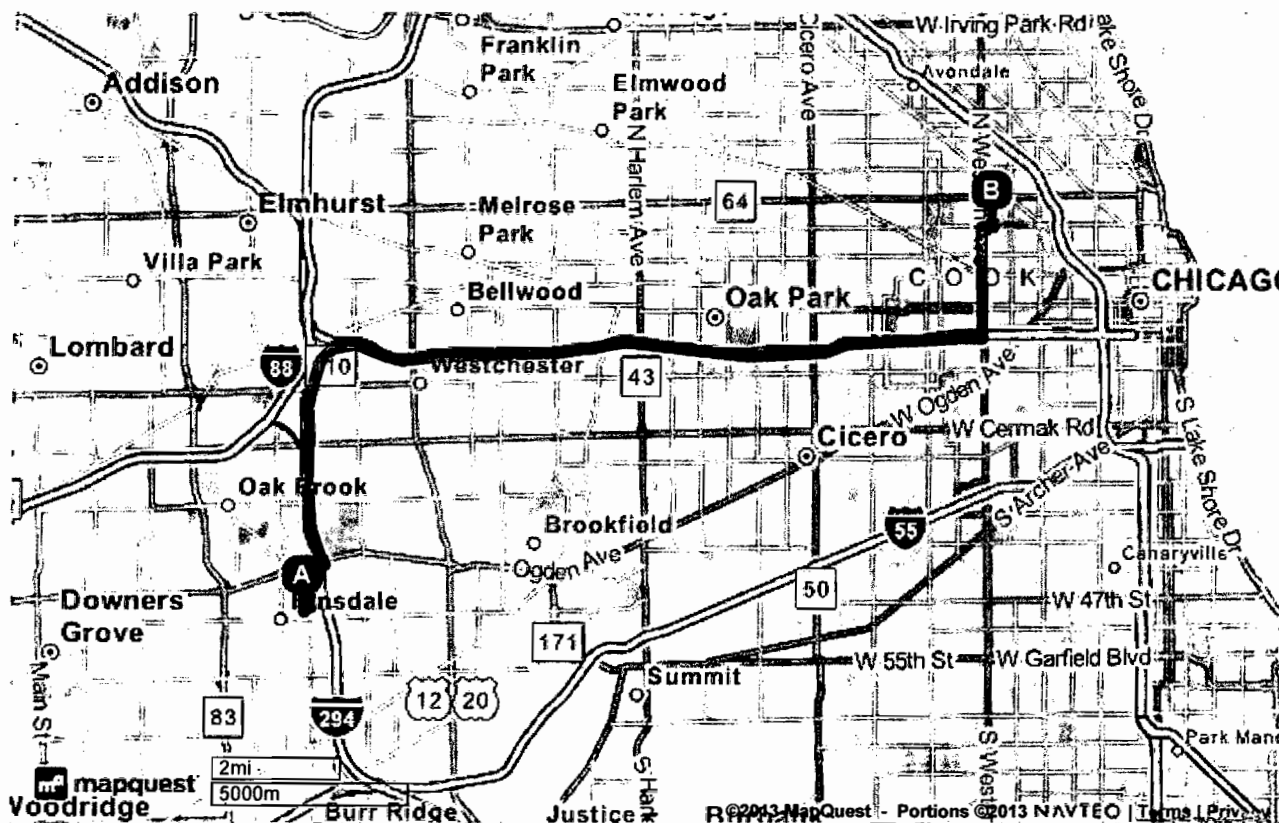
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Presence Health St Mary of Nazareth

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10



Trip to:

2000 Ogden Ave

Aurora, IL 60504-7222

21.44 miles / 38 minutes

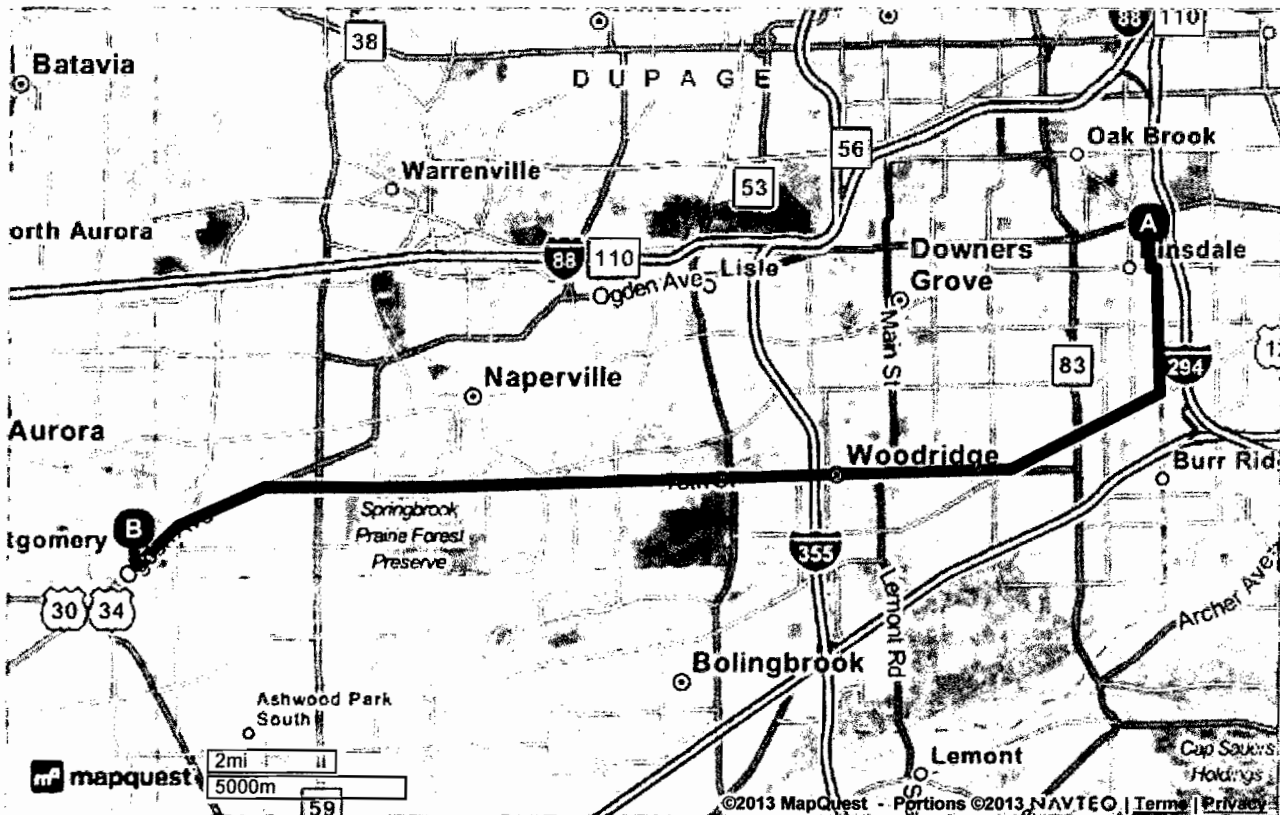
Notes

Rush Copley Medical Center

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61



Trip to:

1653 W Congress Pkwy

Chicago, IL 60612-3833

18.05 miles / 25 minutes

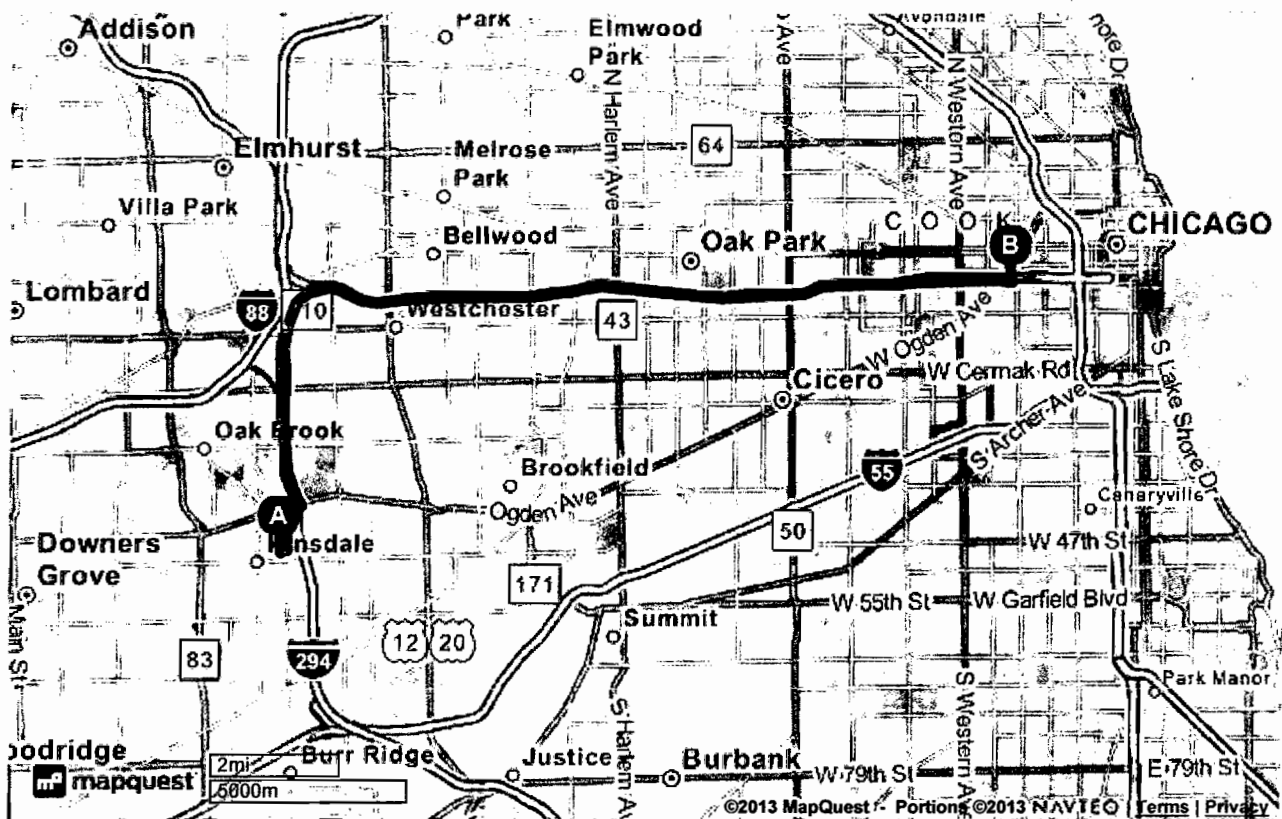
Notes

Rush University Medical Center

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Trip to:

1401 S California Ave

Chicago, IL 60608-1858

17.42 miles / 26 minutes

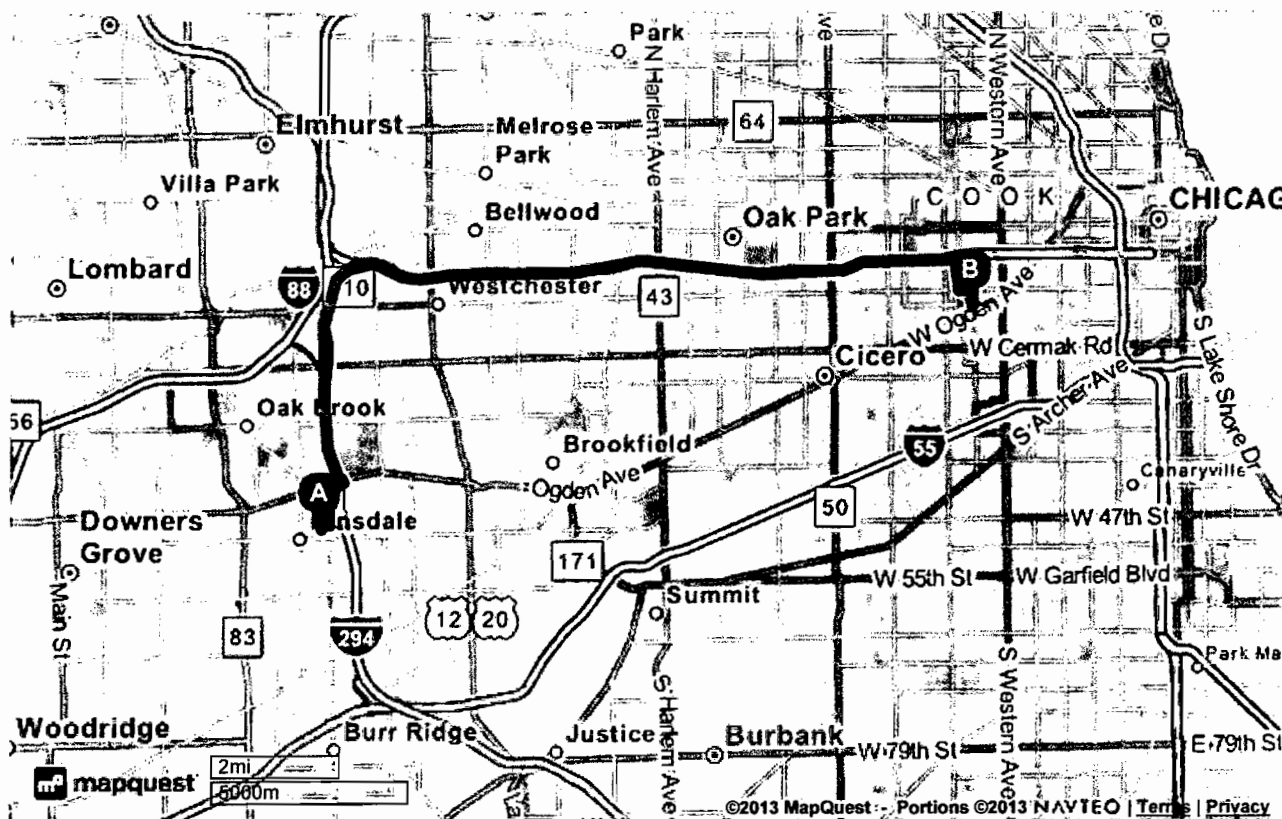
Notes

Schwab Rehabilitation Center

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11/26/2013

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Trip to:

2211 N Oak Park Ave

Chicago, IL 60707-3351

14.71 miles / 28 minutes

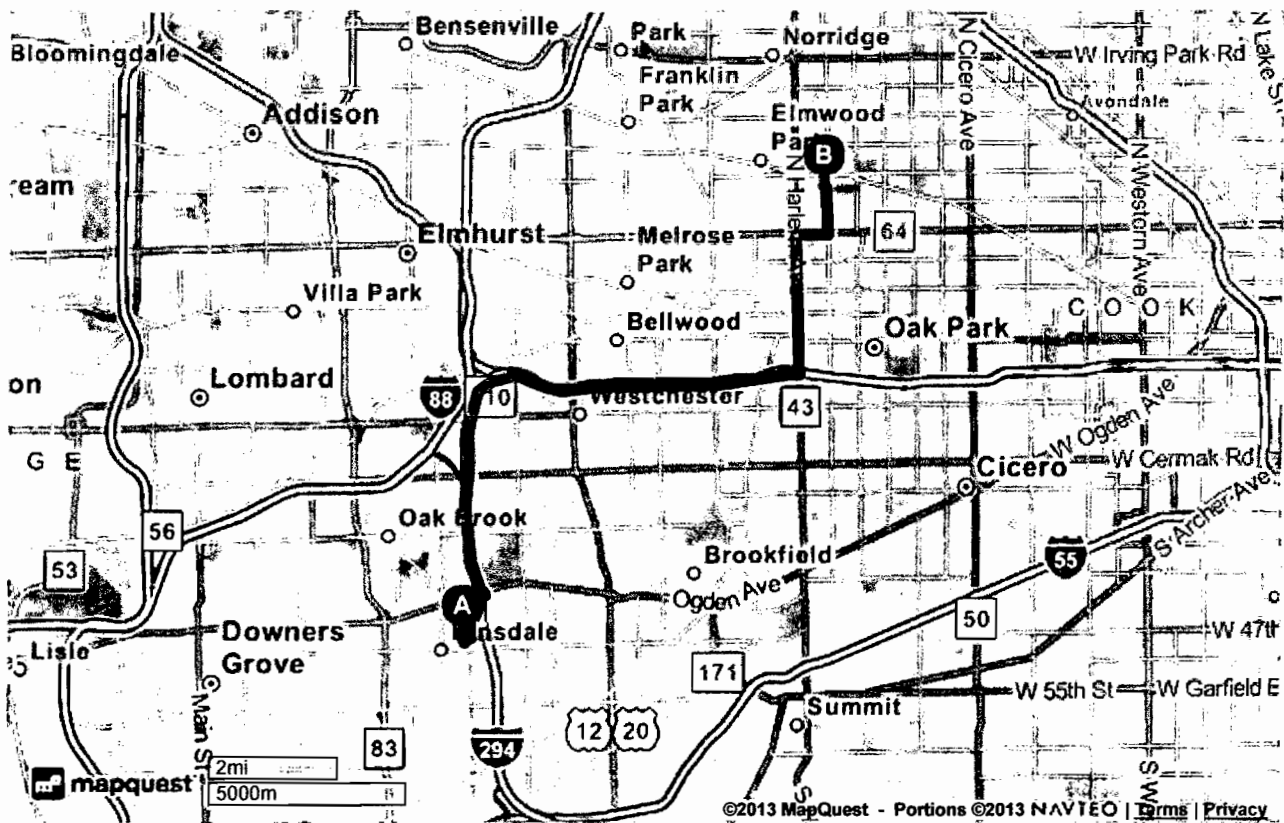
Notes

Shriners Hospital for children

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Trip to:

1900 Silver Cross Blvd

New Lenox, IL 60451-9509

22.92 miles / 32 minutes

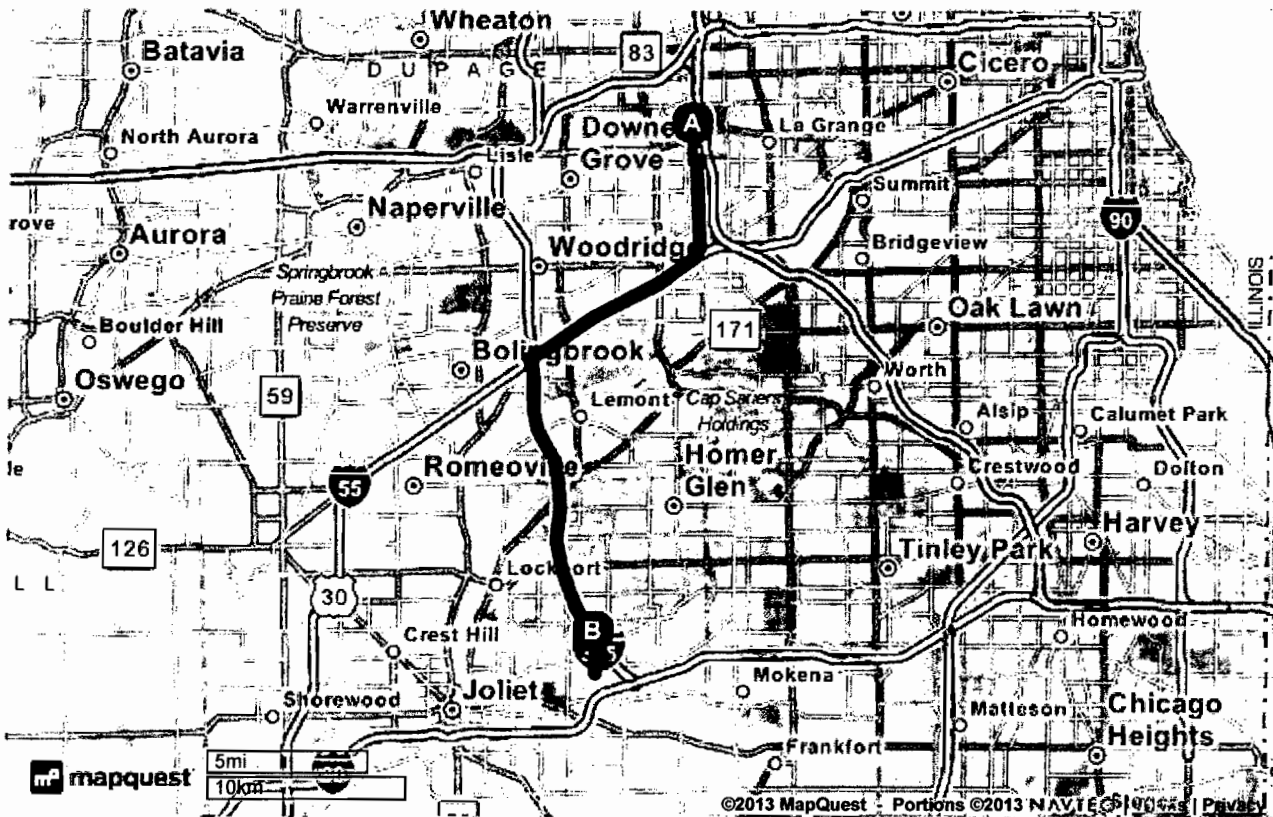
Notes

Silver Cross Hoapital

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Attachment 10 (66)



Trip to:

5145 S California Ave

Chicago, IL 60632-2124

14.45 miles / 29 minutes

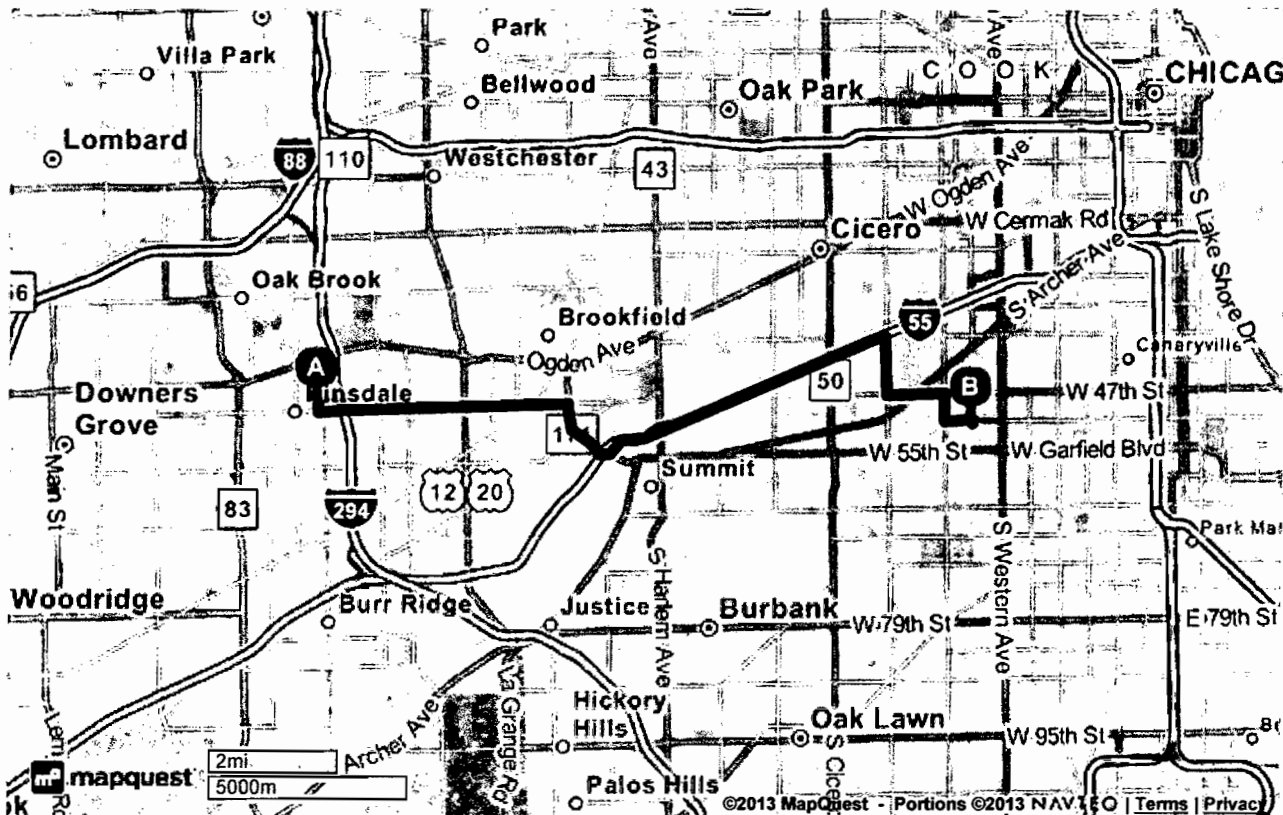
Notes

Swedish Covenant Hospital

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Trip to:

1740 W Taylor St

Chicago, IL 60612-7232

18.33 miles / 27 minutes

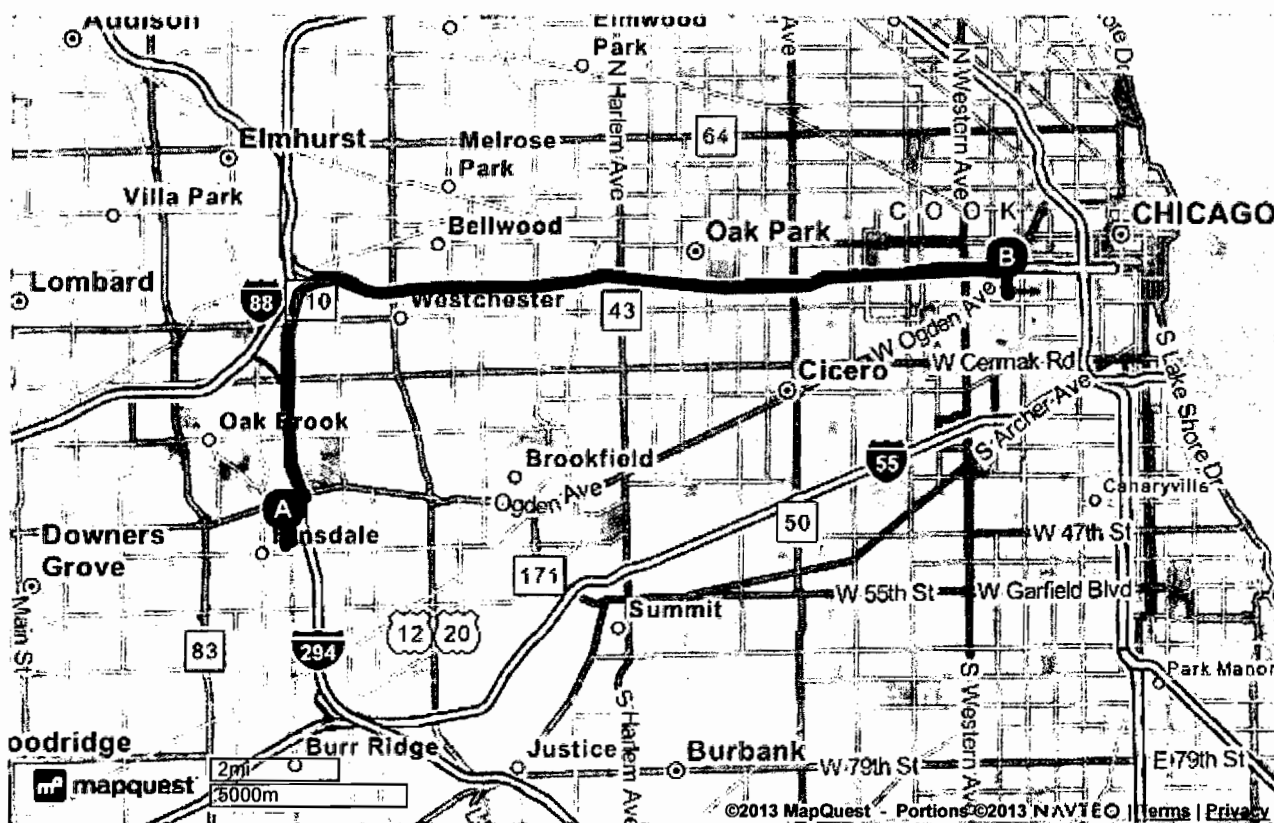
Notes

University of Illinois Hospital

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68



Trip to:

1225 W Lake St

Melrose Park, IL 60160-4039

10.63 miles / 21 minutes

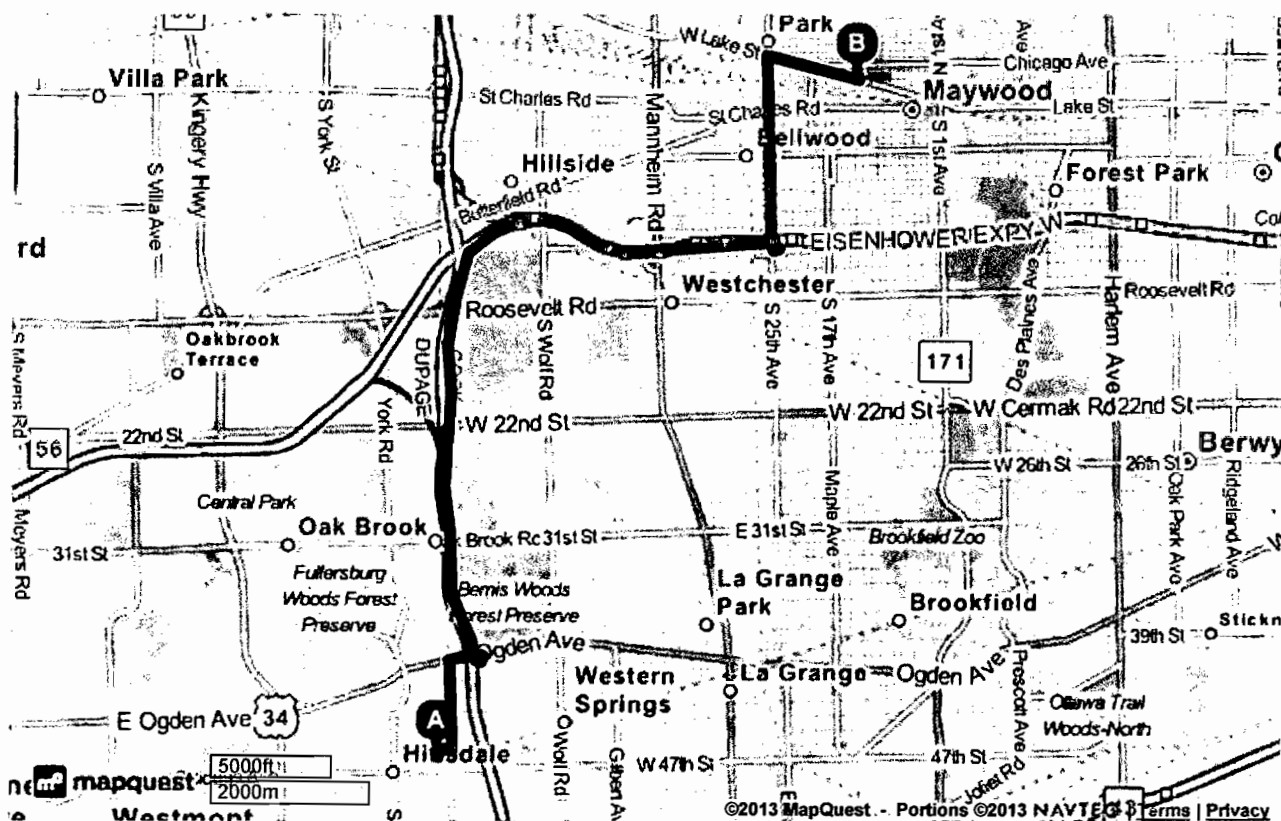
Notes

West Lake Hospital

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Marianjoy Rehabilitation Hospital

Wheaton Franciscan Healthcare

December 4, 2013

Michael Goebel
Chief Executive Officer
Adventist Hinsdale Hospital
120 North Oak Street
Hinsdale, IL 60521

Dear Mr. Goebel:

Thank you for the opportunity to provide a statement regarding the impact of the planned move of the inpatient rehabilitation unit from Adventist Hinsdale Hospital to Adventist LaGrange Memorial Hospital. As you know the relationship between the Adventist system and Marianjoy began in 2010, and has been built on a foundation of mutual respect for our shared organizational missions. Over the years we feel the partnership forged between our two institutions has met an important community need, and we have appreciated the opportunity to be included in your efforts to plan for the future of post-acute care services within your health system and the communities it serves.

Given the care and thought you and your team have put into the overall plan for the renovation of the inpatient rehabilitation unit as part of your larger improvement efforts, the leadership of Marianjoy is supportive of your intention to relocate the unit from its current location at Adventist Hinsdale Hospital to Adventist LaGrange Memorial Hospital. The case you have made to maintain the continuity of this level of care at the new location is compelling, and we are in agreement with your approach. Based on the historical referral patterns to the unit, we are confident the new location will not negatively impact access to this level of service in your community. We are also impressed with the time and due diligence you have taken to insure members of the medical staffs at both facilities are in agreement with your approach as well. The support of the attending and consulting physicians at both Adventist Hinsdale and LaGrange is crucial to the success of your long-term plans for the transition of these services. We are confident you have earned that support from these physicians.

As you make this change, we look forward to the opportunity to continue to support the rehabilitation services for patients of both Adventist facilities.

Thank you again for seeking our input on this issue.

Sincerely

Kathleen C. Yosko
President and CEO

Attachment 10

Evanston Hospital

December 2, 2013

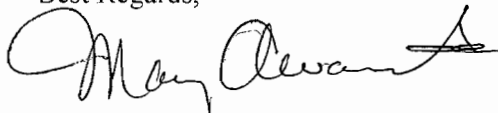
Adventist Midwest Health
Attn: Planning & Market Intelligence
15 Spinning Wheel Drive, Suite 212
Hinsdale, IL 60521

Dear Mr. Goebel,

We do not anticipate a negative impact on our facility with your discontinuation of the Rehabilitation Unit at Adventist Hinsdale. Our unit has capacity to accommodate any of your patients, if needed.

If you need additional information, do not hesitate to call me at (847) 570-2294.

Best Regards,



Mary Alvarado
Assistant Vice President
NorthShore University HealthSystem

Best Regards,

11/20/13 11:00 AM

11/20/13 11:00 AM

11/20/13 11:00 AM

December 9, 2013

Adventist Midwest Health
Attn: Planning & Market Intelligence
15 Spinning Wheel Drive, Suite 212
Hinsdale, IL 60451

Dear Mr. Goebel:

We are in receipt of your letter dated November 21, 2013 indicating your intention to discontinue your 15-bed rehabilitation service at Adventist Hinsdale Hospital.

Silver Cross Hospital does not expect your discontinuation to negatively impact our rehabilitation program. Should you have any questions, please feel free to contact me directly.

Sincerely,



Ruth Colby
Senior Vice President, Business Development &
Chief Strategy Officer

Attachment 10

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Safety Net Impact Statement

Safety Net Services in the Community

The proposed project is not designed to have, nor to our knowledge will it have, any impact on essential safety net services in the community.

Safety Net Services at other area hospitals and health care providers

Other area hospitals provide safety net services in the community. The proposed project is not designed to, nor to our knowledge will it impair their ability to, subsidize their safety net services. This project is a relocation of inpatient rehabilitation services from Adventist Hinsdale Hospital to Adventist La Grange Memorial Hospital and, as such, should have no impact at all on other area hospitals.

Community Benefit

To help meet the needs of our community during FY'12 Adventist Hinsdale Hospital contributed over \$36 million in community benefits. Our community benefit contribution is distributed as follows:

Language Assistance Services:	\$ 163,377
Government Sponsored Indigent Health Care	\$ 24,688,958
Donations	\$ 371,012
Volunteer Services	\$ 230,392
Education	\$ 6,446,269
Research	\$ 226,158
Subsidized health services	\$ 449,170
Bad Debt expense	\$ 482,569
Other Community Benefits	\$ 1,051,591
Charity Care	\$ 2,795,788

In FY'12 Adventist La Grange Memorial Hospital contributed over \$23 million in community benefits. Our community benefit contribution is distributed as follows:

Language Assistance Services:	\$ 54,106
Government Sponsored Indigent Health Care	\$ 14,843,627
Donations	\$ 164,964
Volunteer Services	\$ 152,418
Education	\$ 4,680,544
Research	\$ 125,178
Subsidized health services	\$ 163,915
Bad Debt expense	\$ 429,073
Other Community Benefits	\$ 614,995
Charity Care	\$ 2,387,116

SAFETY NET INFORMATION

CHARITY CARE - Adventist Hinsdale Hospital

Charity (# of patients)	2010	2011	2012
Inpatient	186	188	185
Outpatient	1,209	977	1,101
Total	1,395	1,165	1,286

Charity (cost in dollars)

Inpatient	\$1,679,083	\$1,383,144	\$1,515,153
Outpatient	\$1,100,048	\$993,942	\$1,280,635
Total	\$2,779,131	\$2,377,086	\$2,795,788

MEDICAID

Medicaid (# of patients)	2010	2011	2012
Inpatient	1,073	1,106	1,099
Outpatient	45,940	43,352	41,133
Total	47,013	44,458	42,232

Medicaid (revenue)

Inpatient	\$9,700,116	\$13,061,271	\$12,490,923
Outpatient	\$7,066,441	\$9,061,936	\$7,845,383
Total	\$16,766,557	\$22,123,207	\$20,336,306

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Charity Care

Adventist Hinsdale Hospital and Adventist La Grange Memorial Hospital

FYE 2010 - 2012

Adventist Hinsdale	2010	2011	2012
Net Patient Revenue	290,614,562	298,983,115	292,798,786
Charity (charges)	12,297,039	10,593,074	10,594,116
Charity (cost)	2,779,131	2,377,086	2,795,788

Adventist La Grange	2010	2011	2012
Net Patient Revenue	152,850,818	167,322,133	168,561,843
Charity (charges)	11,037,467	7,466,349	9,823,520
Charity (cost)	2,450,318	1,694,861	2,387,116

Source: Annual Hospital Questionnaire

75

SUBHASH K. SHAH, M.D., S.C.
MERCY HOSPITAL AND MEDICAL CENTER
STEVENSON EXPRESSWAY AT KING DRIVE, CHICAGO
ILLINOIS 60616

November 21, 2013

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

Dear Ms. Avery:

As a physician practicing Rehabilitative Medicine for over 38 years, I enthusiastically support the relocation of services from Adventist Hinsdale Hospital to Adventist La Grange Memorial Hospital.

Healthcare has become one of the most important topics in the United States today. New and efficient ways must be found to serve the public, providing the best treatments yet containing sky-rocketing healthcare costs. I am in favor and commend Adventist Hinsdale Hospital for their decision to transition patients to a state-of-the-art unit at their sister hospital located only 2.5 miles away.

This transition will allow the space necessary to create a fully built apartment, which will prepare patients to return home, a key to any Rehabilitative program. It is my desire as a physician to ensure that my patients have the best care possible and feel confident when it is time to go home.

Please help us in this effort by approving both the discontinuation of services at Adventist Hinsdale Hospital and the establishment of Rehabilitative services at Adventist La Grange Memorial Hospital.

Sincerely,



Subhash K. Shah, M.D.

flb



Marianjoy Oakbrook Terrace

Wheaton Franciscan Healthcare

17W682 Butterfield Road
Oakbrook Terrace, IL 60181

Tel 630.909.6500
Fax 630.268.1595
www.marianjoy.org

November 21, 2013

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

Dear Ms. Avery:

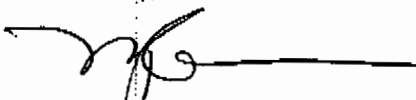
I am writing in support of the projects proposed that will in effect moving the Rehabilitation program from Adventist Hinsdale Hospital to Adventist La Grange Memorial Hospital.

As the Medical Director of Rehabilitative Services at Adventist Hinsdale Hospital, it is very important that my patients have the best experience possible. The clinical care has always been stellar, however; the facility, which was originally constructed in 1951, is in need of major renovation. While Rehabilitative Medicine has undergone major innovation, our unit has not. Moving the program to Adventist LaGrange Memorial Hospital was the best option to provide state-of-the-art care in a cost effective manner.

This transition will give my staff the space necessary to provide not only the best, most innovative care possible, but also provide the type of experience for our patients that goes above and beyond their expectations.

I am proud to support this project. Thank you for your consideration.

Sincerely,



Megan Parkes, M.D.

After paginating the entire, completed application, indicate in the chart below, the page numbers for the attachments included as part of the project's application for permit:

INDEX OF ATTACHMENTS		
ATTACHMENT NO.		PAGES
1	Applicant/Coapplicant Identification including Certificate of Good Standing	1, 13
2	Site Ownership	2, 14
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	N/A
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	15-16
5	Flood Plain Requirements	N/A
6	Historic Preservation Act Requirements	N/A
7	Project and Sources of Funds Itemization	5
8	Obligation Document if required	N/A
9	Cost Space Requirements	N/A
10	Discontinuation	17-72
11	Background of the Applicant	N/A
12	Purpose of the Project	N/A
13	Alternatives to the Project	N/A
14	Size of the Project	N/A
15	Project Service Utilization	N/A
16	Unfinished or Shell Space	N/A
17	Assurances for Unfinished/Shell Space	N/A
18	Master Design Project	N/A
19	Mergers, Consolidations and Acquisitions	N/A
	Service Specific:	
20	Medical Surgical Pediatrics, Obstetrics, ICU	N/A
21	Comprehensive Physical Rehabilitation	N/A
22	Acute Mental Illness	N/A
23	Neonatal Intensive Care	N/A
24	Open Heart Surgery	N/A
25	Cardiac Catheterization	N/A
26	In-Center Hemodialysis	N/A
27	Non-Hospital Based Ambulatory Surgery	N/A
28	Selected Organ Transplantation	N/A
29	Kidney Transplantation	N/A
30	Subacute Care Hospital Model	N/A
31	Children's Community-Based Health Care Center	N/A
32	Community-Based Residential Rehabilitation Center	N/A
33	Long Term Acute Care Hospital	N/A
34	Clinical Service Areas Other than Categories of Service	N/A
35	Freestanding Emergency Center Medical Services	N/A
	Financial and Economic Feasibility:	
36	Availability of Funds	N/A
37	Financial Waiver	N/A
38	Financial Viability	N/A
39	Economic Feasibility	N/A
40	Safety Net Impact Statement	73-74
41	Charity Care Information	75
	Letters of Support	76-77