

September 9, 2014

EMAIL
FEDEX OVERNIGHT

RECEIVED

SEP 10 2014

**HEALTH FACILITIES &
SERVICES REVIEW BOARD**

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

Re: IHFSRB Permit Application Project # 14-040
NorthPointe Health and Wellness Campus
Freestanding Emergency Center (FSEC)

Dear Ms. Avery:

On August 22, 2014 Beloit Health System filed a CON Permit Application to convert its existing Immediate Care Center (ICC) at its NorthPointe campus in Roscoe, Illinois, into a licensed Freestanding Emergency Center (FSEC). As we understand it, during the Illinois Health Facilities and Services Review Board's (IHFSRB) permit completion determination process, Mr. George Roate contacted the Illinois Department of Licensing and was told that an FSEC at NorthPointe could not be licensed on the understanding that it would not be owned or controlled by an Associate or Resource Hospital. This understanding is incorrect and we are sending this letter to provide documentation that the FSEC will meet the ownership and control requirements of Illinois law.

We received your letter (Attachment 1) reiterating the position that our FSEC permit application may not meet licensing requirements. As you are aware, an approved CON permit is required to apply for an FSEC license and the underlying FSEC Act sunsets later this year, so time is of the essence in this matter.

Your letter identifies the regulation in question as Illinois Administrative Code Title 77, Section 518.1100(b)(3), which mandates that a FSEC must be "wholly owned or controlled by an

At-Home Healthcare
1904 E. Huebbe Parkway
Beloit, WI • (608) 363-5885

Beloit Clinic
1905 E. Huebbe Parkway
Beloit, WI • (608) 364-2200

Clinton Clinic
307 Ogden Avenue
Clinton, WI • (608) 676-2206

Darien Clinic
300 N. Walworth Street
Darien, WI • (262) 882-1151

Janesville Clinic
1321 Creston Park
Janesville, WI • (608) 757-1217

**NorthPointe Health &
Wellness Campus**
5605 E. Rockton Road
Roscoe, IL • (815) 525-4000

NorthPointe Terrace
5601 E. Rockton Road
Roscoe, IL • (815) 525-4800

**Occupational Health Sports
& Family Medicine Center**
1650 Lee Lane
Beloit, WI • (608) 362-0211

Riverside Terrace
3055 S. Riverside Dr.
Beloit, WI • (608) 365-7222

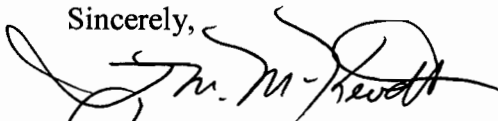
West Side Clinic
1735 Madison Road
Beloit, WI • (608) 363-7510

Associate or Resource Hospital, but is not a part of the Hospitals physical plant.” To clarify, the NorthPointe ICC operates as a satellite of Beloit Memorial Hospital’s Emergency Department, as would the FSEC. The FSEC would thus be wholly owned and controlled by Beloit Memorial Hospital. Importantly, Beloit Memorial Hospital is an “Associate Hospital,” and has been for several years. As proof of this status, please see Attachment 2, which are Associate Hospital Agreements that Beloit Memorial Hospital has with Rockford Health System (Resource Hospital) and the Rock River Region EMS System and OSF. As a matter of reference, NorthPointe is located in Roscoe, Illinois and is approximately 9.6 miles from Beloit Memorial Hospital and 14.5 miles from Rockford Memorial Hospital. Beloit Memorial Hospital also has served as a Participating Hospital under a Hospital Emergency Mutual Aid Memorandum of Understanding with OSF Northern Illinois EMS System #121 (See Attachment 3), which demonstrates our commitment to that regional EMS System. Hence, Beloit Memorial Hospital meets the requirements of 77 ILAC § 518.1100(b)(3).

Additionally, in our permit application to the IHFSRB, we attested to comply with Medicare COP requirements as well as Illinois licensing requirements, if a CON Permit is granted (see Attachment 4).

This clarifying information, verifies why we believe we meet the licensing requirement set forth at 77 ILAC § 518.1100(b)(3) on the basis that the proposed FSEC would be owned and controlled by an Associate Hospital, in this case Beloit Memorial Hospital. Thank you for your attention to this matter. If you need additional information or have questions I can be reached at my email address tmckevett@beloitmemorialhospital.org or by telephone at 608-364-5685.

Sincerely,



Timothy M. McKevett
President and Chief Executive Officer

CC: Illinois Health Facilities and Services Review Board
Kathy Olson, Chair
Frank Urso, Legal Counsel
Mike Constantino, Chief Review Section
George Roate, State Board Staff
Beloit Health System

Paul Seidenstriker, Legal Counsel
Ed Parkhurst, CON Consultant



STATE OF ILLINOIS
HEALTH FACILITIES AND SERVICES REVIEW BOARD

525 WEST JEFFERSON ST. • SPRINGFIELD, ILLINOIS 62761 • (217) 782-3516 FAX: (217) 785-4111

August 26, 2014

EMAIL
CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Timothy M. McKeve
President and Chief Executive Officer
Beloit Health System, Inc. d/b/a Beloit Memorial Hospital
1969 West Hart Road
Beloit, Wisconsin 53511

Re: #14-040 - NorthPointe Health and Wellness Campus Free-Standing Emergency
Center

Dear Mr. McKeve:

We are in receipt of your application to establish a free standing emergency center in Roscoe, Illinois. It has come to our attention that your facility if approved by the State Board may not be licensed by the Illinois Department of Public Health. 77 IAC 518.1100 states that the FSEC must be "wholly owned or controlled by an Associate or Resource Hospital, but is not a part of the hospital's physical plant." See attached.

It appears that your application does not meet this requirement. Could you please provide an explanation of how you are going to be able to meet this licensing requirement?

Should you have any questions or concerns please call 217.782.3516 or contact Mike Constantino or George Roate by email at Mike.Constantino@Illinois.gov or George.Roate@Illinois.gov.

Sincerely,

Courtney Avery
Administrator
Illinois Health Facilities and Services Review Board

cc: Kathy Olson, Chairman
Ed Parkhurst
Enclosed: 77 IAC 518.1100

Joint Committee on Administrative Rules
ADMINISTRATIVE CODE

TITLE 77: PUBLIC HEALTH
CHAPTER I: DEPARTMENT OF PUBLIC HEALTH
SUBCHAPTER f: EMERGENCY SERVICES AND HIGHWAY SAFETY
PART 518 FREESTANDING EMERGENCY CENTER CODE
SECTION 518.1100 FREESTANDING EMERGENCY CENTER LICENSURE

Section 518.1100 Freestanding Emergency Center Licensure

- a) The Department shall license freestanding emergency centers pursuant to the Act and this Part.
- b) A freestanding emergency center shall meet the following requirements:
 - 1) *has received a permit from the Illinois Health Facilities and Services Review Board to establish a freestanding emergency center if the application for the permit has been deemed complete by the Department by March 1, 2009;*
 - 2) *is located:*
 - A) *in a municipality with a population of 75,000 or fewer inhabitants;*
 - B) *within 20 miles of the hospital that owns or controls the freestanding emergency center; and*
 - C) *within 20 miles of the Resource Hospital affiliated with the freestanding emergency center as part of the EMS system;*
 - 3) *is wholly owned or controlled by an Associate or Resource Hospital, but is not a part of the hospital's physical plant;*
 - ④) *meets the standards for licensed FECs, adopted in this Part, including, but not limited to:*
 - A) *facility design, specification, operation, and maintenance standards;*
 - B) *equipment standards; and*
 - C) *the number and qualifications of emergency medical personnel and other staff, which must include at least one board certified emergency physician present at the FEC 24 hours per day.*

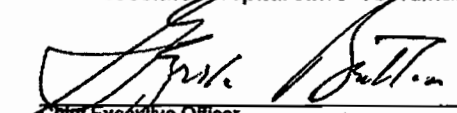
- 5) *limits its participation in the EMS System strictly to receiving a limited number of BLS runs by emergency medical vehicles according to protocols developed by the Resource Hospital within the FEC's designated EMS System and approved by the Project Medical Director and the Department;*
- 6) *provides comprehensive emergency treatment services, as defined in Hospital Licensing Requirements (77 Ill. Adm. Code 250), 24 hours per day, on an outpatient basis;*
- 7) *provides an ambulance and maintains on site ambulance services staffed with paramedics 24 hours per day;*
- 8) *complies with all State and federal patient rights provisions, including, but not limited to, the Emergency Medical Treatment Act and the federal Emergency Medical Treatment and Active Labor Act;*
- 9) *maintains a communications system that is fully integrated with its Resource Hospital within the FEC's designated EMS System;*
- 10) *reports to the Department any patient transfers from the FEC to a hospital within 48 hours after the transfer plus any other data determined to be relevant by the Department;*
- 11) *submits to the Department, on a quarterly basis, the FEC's morbidity and mortality rates for patients treated at the FEC and other data determined to be relevant by the Department;*
- 12) *does not describe itself or hold itself out to the general public as a full service hospital or hospital emergency department in its advertising or marketing activities;*
- 13) *complies with any other rules adopted by the Department under the Act that relate to FECs;*
- 14) *passes the Department's site inspection for compliance with the FEC requirements of the Act;*
- 15) *submits a copy of the permit issued by the Illinois Health Facilities and Services Review Board indicating that the facility has complied with the Illinois Health Facilities Planning Act with respect to the health services to be provided at the facility;*
- 16) *submits an application for designation as an FEC in a manner and form prescribed by the Department in this Part; and*
- 17) *pays the annual license fee as determined by the Department. (Section 32.5 (a)(1) of the Act)*

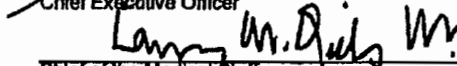
(Source: Amended at 34 Ill. Reg. 12207, effective August 4, 2010)

Associate Hospital Agreement

In accordance with the Illinois Emergency Medical Services (EMS) Act, section 515.330, we, **Beloit Memorial Hospital**, agree to participate as an Associate Hospital in the **Rockford Health System – Rock River Region EMS System**. In doing so, we agree to meet the requirements as indicated below:

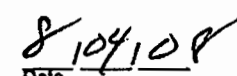
- 1) Signed statements by the hospital's Chief Executive Officer, Chief of the Medical Staff and Director of the Nursing Service describing their commitments to the standards and procedures of the System;
- 2) A description of how the hospital will relate to the EMS System Resource Hospital, its involvement in the ongoing planning and development of the program, and its use of the education and continuing education aspects of the program;
- 3) Only at an Associate Hospital, a commitment to meet the System's educational standards for ECRNs;
- 4) An agreement to provide exchange of all drugs and equipment with all pre-hospital providers participating in the System or other EMS system whose ambulances transport to them;
- 5) An agreement to use the standard treatment orders as established by the Resource Hospital;
- 6) An agreement to follow the operational policies and protocols of the System;
- 7) A description of the level of participation in the training and continuing education of pre-hospital personnel;
- 8) An agreement to collect and provide relevant data as determined by the Resource Hospital;
- 9) A description of the hospital's data collection and reporting methods and the personnel responsible for maintaining all data;
- 10) An agreement to allow the Department access to all records, equipment and vehicles relating to the System during any Department inspection, investigation or site survey;
- 11) If the hospital is a participant in another System, a description of how it will interact within both Systems and how it will ensure that communications interference as a result of this dual participation will be minimized; and
- 12) The names and resumes of the Associate Hospital EMS Medical Director and Associate Hospital EMS Coordinator

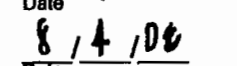


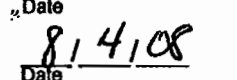
Chief Executive Officer


Chief of the Medical Staff


Director of Nursing Services



Date


Date


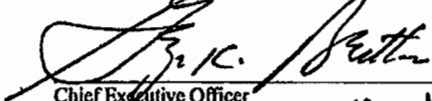
Date

Elements of Associate Hospital Agreement

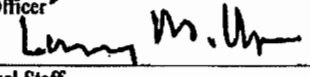
In compliance with the Associate Hospital Agreement between **Beloit Memorial Hospital and Rockford Health System – Rock River Region EMS System** the undersigned agree to the following elements of agreement as follows:

- 1) The undersigned are committed to follow the standards and procedures of the System as they relate to all interactions between Illinois EMS agencies, the Rockford Health System – Rock River Region EMS System and Beloit Memorial Hospital.
- 2) Beloit Memorial Hospital will continue to relate to the EMS System Resource Hospital through participation in the Region 1 Combined EMS meetings. In addition the Hospital EMS Coordinator and EMS Medical Director will be available upon request to participate in any planning and development of the program. The Hospital will participate in continuing education aspects of the program as time and availability permits when requested.
- 3) Beloit Memorial Hospital will meet the Systems educational standards for ECRNs by holding ECRN training courses for those nurses who will handle incoming EMS calls from Illinois services. The training will be offered on a regular basis.
- 4) We currently have agreements with all EMS services that transport to this hospital, that they may restock with drugs and equipment as needed before departing from the Hospital.
- 5) The Hospital has agreed to use the standard treatment orders as established by the Resource Hospital. Copies of the Region 1 Emergency Medical Services Standing Medical Orders are available to the on-line Medical Control physicians.
- 6) Beloit Memorial Hospital agrees to follow the operational policies and protocols when working with pre-hospital providers from the Illinois Region 1 System.
- 7) Beloit Memorial Hospital participates in the training and continuing education by providing clinical time in the emergency department to students from the System when requested. We have also participated in continuing education for pre-hospital providers when requested.
- 8) When requested, Beloit Memorial Hospital will collect and provide relevant data as determined by the Resource Hospital.
- 9) The Hospital maintains a computer in the Emergency Department with the Illinois computer program used by the pre-hospital providers in Region 1 for the purpose of report generation. Providers leave a copy of their reports on the patient chart. A copy of patient reports is usually also left for the EMS Coordinator who reviews these on a regular basis and reports concerns to the Resource hospital. The pre-hospital providers are responsible for sending IDPH reports to the resource hospital EMS Coordinator for IDPH purposes.
- 10) Beloit Memorial Hospital agrees to allow the Department access to all records, equipment and vehicles relating to the System during any Department inspection, investigation or site survey.
- 11) Beloit Memorial Hospital also participates with OSF Saint Anthony Medical Center as an Associate Hospital. Communication with both hospitals will be facilitated through the respective EMS Coordinators and attendance at Region 1 combined meetings when possible. The Hospital will work to minimize any communications interference that could result from this dual participation.

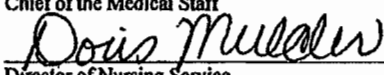
- 12) Attached are the resumes of the Associate Hospital Medical Director, Richard Barney, MD and the Associate Hospital EMS Coordinator, Barbara Kuska RN, BSN.



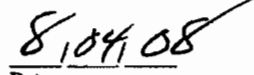
Chief Executive Officer



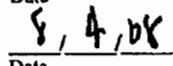
Chief of the Medical Staff



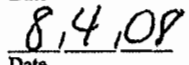
Director of Nursing Service



Date



Date



Date

OSF SAINT ANTHONY MEDICAL CENTER
OSF NORTHERN ILLINOIS EMS (NIEMS) SYSTEM, #121

ASSOCIATE HOSPITAL AGREEMENT

In accordance with the Illinois Emergency Medical Services (EMS) Act, Section 515.330 i), we, **Beloit Memorial Hospital**, agree to participate as an Associate Hospital in the OSF Northern Illinois EMS (NIEMS) System, #121. In doing so, we agree to meet the requirements as indicated below:

1. Circle one *Comprehensive* Basic Standby Emergency Department
2. Will support the OSF Northern Illinois EMS System program in its involvement in the ongoing planning and development and utilize/support the education and continuing education of the program;
3. Will monitor telecommunications for EMS field personnel and provide voice orders either by the EMS Medical Director, a physician appointed by the EMS Medical Director, or an Emergency Communications Registered Nurse (ECRN);
4. Meet the System's educational standards for ECRN and Pre-Hospital RNs;
5. Exchange drugs and equipment with pre-hospital providers participating in the System or other EMS Systems where ambulances transport to our facility;
6. Utilize the standard treatment orders as established by the Resource Hospital;
7. Follow the operational policies and protocols of the System
8. Will participate/provide both initial education and continuing education of pre-hospital personnel;
9. Will collect and provide relevant data as determined by the Resource Hospital;
10. Will collect data including but not limited to EMS run documentation and EMS QI and submit this data to the Resource Hospital;
11. If participating with another EMS System, the following describes how our hospital will interact with the other EMS System in order to minimize communications interference as a result of this dual participation. We will, as an Associate Hospital in the OSF NIEMS System, agree to refer all OSF NIEMS System provider concerns to the OSF NIEMS System. Any concerns pertaining to other EMS Systems to which we are affiliated will be referred to the corresponding EMS System;
12. Allow the Department access to all records, equipment and vehicles relating to the System during any Department inspection, investigation or site survey;
13. Provide the names and resumes of the Associate Hospital EMS Medical Director and Associate Hospital EMS Coordinator.

Richard Baerney MD
EMS Associate Hospital Medical Director Name

Resume Attached ☒

Bardson M. Kuehn, RN, BSN
EMS Associate Hospital Coordinator Name

Resume Attached ☒

[Signature]
Chief Executive Officer Signature

5-25-05
Date

[Signature]
Chief of Medical Staff Signature

6/28/05
Date

[Signature]
Director of Nursing Services Signature

7/8/05
Date



OSF[®]

SAINT ANTHONY MEDICAL CENTER

APR 19 2004

To: OSF NORTHERN ILLINOIS EMS ASSOCIATE AND PARTICIPATING HOSPITALS

- Gregory K. Britton, President & CEO; Beloit Memorial Hospital
- Edward A. Anderson, President & CEO; CGH Medical Center
- Sharon Summers, Vice President Patient Care/Clinical Services; Freeport Health Network, Freeport Memorial Hospital
- Terry L. Amstutz, CEO; Morrison Community Hospital
- Robert G. Senneff, President & CEO; Perry Memorial Hospital
- David A. Schertz, CEO; OSF Saint Anthony Medical Center

CC: Leslee Stein-Spencer RN, MS, Chief, EMS & Highway Safety; Illinois Department of Public Health

OSF Northern Illinois EMS Resource, Associate and Participating Hospital EMS Coordinators

Date: April 14, 2004

Re: Hospital Emergency Mutual Aid Memorandum of Understanding (MOU)

Thank you for completing and returning a signed Hospital Emergency Mutual Aid Memorandum of Understanding as requested. This document is a voluntary agreement to provide mutual aid at the time of a disaster. The commitment that you have made to assist with the sharing of resources among hospitals will provide an additional safety net for the communities that we serve. In addition, this agreement will help meet your HRSA Grant requirements.

Attached you will find a copy of the Hospital Emergency Mutual Aid Memorandum of Understanding ("Mutual Aid MOU") containing the signed agreements from each of the OSF Northern Illinois EMS Resource, Associate, and Participating Hospitals participating in the Mutual Aid MOU. Please keep this in your files as part of your disaster plan.

I appreciate your commitment to Emergency Medical Services and Disaster Preparedness. Please feel free to contact me if you have any questions or if you need any assistance. I may be reached at (815)395-5257.

Sincerely,

Jane E. Billeter, MD, FACEP

Director, Disaster Preparedness and Management

EMS Medical Director

OSF Saint Anthony Medical Center



HOSPITAL EMERGENCY MUTUAL AID MEMORANDUM OF UNDERSTANDING ("MOU")

I. INTRODUCTION

The State of Illinois is susceptible to disasters, both natural and man-made, that could exceed the resources of any individual hospital. A disaster could result from incidents generating an overwhelming number of patients, (e.g., major transportation accident, terrorism, etc.), from a smaller number of patients whose specialized medical requirements exceed the resources of the impacted facility (e.g., hazmat injuries, pulmonary, trauma surgery, etc.), or from incidents such as building or plant problems resulting in the need for partial or complete evacuation.

II. PURPOSE

This MOU is a voluntary agreement among the hospitals within the EMS System (listed on Exhibit A) to provide mutual aid at the time of a disaster. For purposes of this MOU, a disaster is defined as an overwhelming incident that exceeds the effective response capability of the impacted facility. The disaster may be an "external" or "internal" event for hospitals and assumes that each affected hospital's emergency management plans have been fully implemented. This MOU also describes the relationship among hospitals and is intended to augment, not replace, each facility's emergency management plan. By signing this MOU, each hospital is stating its intent to abide by the terms of the MOU in the event of a disaster. The terms of this MOU are to be incorporated into the hospital's emergency management plan. This MOU is not intended to replace a Participating Hospital's disaster plan.

III. Definitions.

"Affected Hospital" means a participating hospital that has initiated a request to transfer patients to another hospital or receive personnel, pharmaceuticals, supplies or equipment from another hospital.

"Assisting Hospital" means a hospital that receives transferred patients from or sends personnel, pharmaceuticals, supplies or equipment to an Affected Hospital.

"Disaster" means an incident that exceeds a facility's effective response capability or cannot appropriately resolve solely by using its own resources. Such disasters may require the loan of medical and support personnel, pharmaceuticals, supplies, and equipment from another facility, or, the emergent evacuation of patients.

"Emergency Medical Services (EMS) System or System" is an organization of hospitals, vehicle service providers and personnel approved by the Department in a specific geographic area, which coordinates and provides pre-hospital and inter-hospital emergency care and non-emergency medical transports at a BLS, ILS and/or ALS level pursuant to a System Program Plan submitted to and approved by the Illinois Department of Public Health and pursuant to the EMS Regional Plan adopted for the EMS Region in which the System is located.

"Licensed Independent Practitioner" means any individual permitted by law and by the hospital to provide care and services, without direction or supervision, within the scope of the individual's license and consistent with individually granted clinical privileges.

"Participating Hospital" means a hospital that has entered into this MOU.

"POD Hospital" means the lead hospital in an Emergency Medical Services region, as designated by the Illinois Department of Public Health.

"Small-Scale Disaster or Isolated Incidents" means a situation where affected hospital(s) need some assistance. The magnitude is such that it is not necessary to implement the State Medical Emergency Disaster Plan.

"State-Declared Disasters/Emergencies" mean a situation of significant magnitude where implementation of the State Medical Emergency Disaster Plan is required.

IV. MUTUAL AID RECEIVED BY OR PROVIDED TO A PARTICIPATING HOSPITAL

A. AUTHORITY AND COMMUNICATION

Only a senior hospital administrator or designee of a Participating Hospital which has a need for staff or equipment ("Affected Hospital") has the authority to initiate the request for transfer of patients or receipt of personnel or material resources pursuant to this MOU.

Small-Scale Disasters or Isolated Incidents

The request for assistance will be made by the senior hospital administrator or designee at the affected hospital to the senior hospital administrator or designee at the Assisting Hospital.

State-Declared Disasters/Emergencies

The request for assistance will be made by the senior hospital administrator or designee at the affected Hospital to the POD hospital for the EMS Region. The request may be made verbally but must be followed by written documentation specifying such information as the type and quantity of supplies or personnel needed, an estimate of how quickly they are needed, the time period for which they will be needed and the location to which they should report or be delivered. The POD hospital will communicate this request to the other Participating Hospitals and coordinate the response to the requesting hospital.

B. PERSONNEL

Personnel employed by, contracted with or on the staff of the Assisting Hospital who are dispatched to an Affected Hospital shall be limited to staff who are certified, licensed, privileged and/or credentialed at the Assisting Hospital, as appropriate, given such staffs' professional scope of practice. Assisting Hospital employees who are dispatched to an Affected Hospital will act within their scope of practice in the capacity of assisting personnel with respect to the Affected Hospital and for all purposes set forth herein will function as assisting personnel at the Affected Hospital, but nothing in this MOU shall be construed as creating an employee-employer relationship between the assisting personnel and the Affected Hospital for purposes of worker's compensation coverage or other labor laws.

The Assisting Hospital's senior administrator or designee shall prepare and send to the Affected Hospital's senior administrator or designee a list that includes the name, licensure category and any specialty training of the Assisting Personnel who are being dispatched to the Affected Hospital. The Affected Hospital shall, if possible, then verify the identity of the Assisting Personnel from the Assisting Hospital based on a current picture ID issued by the Assisting Hospital or a state, federal or regulatory agency.

If possible, licensed independent practitioner Assisting Personnel shall report to the Affected Hospital with a copy of their license, hospital privileges and malpractice insurance coverage certificate. If this is not possible because of the nature of the disaster, the Affected Hospital

may verify this information independently and depending on the nature of the emergency such verification may occur after the emergency is determined to be under control. In compliance with JCAHO standards, when the Affected Hospital's emergency management plan has been activated, the CEO, Medical Staff President or their designee may grant emergency privileges to licensed independent practitioners with evidence of appropriate identification. Acceptable sources of identification include a current professional license in the State in which the Affected Hospital is located and a valid picture ID, a current picture hospital ID or verification of the subject practitioner's identity by a current hospital or medical staff member. (See the 2004 JCAHO Standard EC.4.10, MS.4.110)

The Affected Hospital's senior administrator or designee (e.g. the incident commander) will identify where and to whom emergency Assisting Personnel are to report and who will direct and/or supervise them. This supervisor will brief the Assisting Personnel of the situation and their assignments. The Affected Hospital shall maintain records of the hours worked by the Assisting Personnel and will provide and coordinate any necessary demobilization and post-event stress debriefing.

C. TRANSFER OF PHARMACEUTICALS, SUPPLIES OR EQUIPMENT

The Affected Hospital will utilize the Assisting Hospital's standard order requisition forms as documentation of the receipt of the requested materials. The Affected Hospital is responsible for tracking the borrowed inventory and returning any non-disposable equipment in good condition or paying for the cost of replacement. The Affected Hospital will either replace or reimburse the Assisting Hospital for any consumable supplies or pharmaceuticals at actual cost and will pay for all reasonable transportation fees to and from the transfer site. Unused supplies may be returned, provided that they are unopened and in good and usable condition. The Affected Hospital is responsible for appropriately tracking the use and necessary maintenance of all borrowed pharmaceuticals, supplies and equipment during the time such items are in the custody of the Affected Hospital in accordance with law.

V. TRANSFER/EVACUATION OF PATIENTS

A. COMMUNICATION AND DOCUMENTATION

The Affected Hospital must specify the number of patients needing to be transferred, the general nature of their illness or condition and any specialized services or placement required. The Affected Hospital is responsible for providing the Assisting Hospital with copies of the

patient's pertinent medical records, registration information and other information necessary for care.

B. TRANSPORTING PATIENTS

The Affected Hospital is responsible for triage and transportation of patients and any costs, not otherwise reimbursable by the patient or the patient's third-party payer, incurred for their transportation. Extraordinary drugs or special equipment utilized by the patient, if available, will be transported with the patient. In a State-declared disaster, the POD hospital is responsible for coordinating the distribution of patients to Assisting Hospitals and may assist in coordinating their transportation.

If feasible, the Affected Hospital should inventory the patient's personal effects and valuables transported with the patient to the Assisting Hospital. The Affected Hospital should present the inventory list and the patient's valuables to the personnel transporting the patient, and receive a receipt for such items. The Assisting Hospital should, in turn, acknowledge and sign a receipt for the valuables delivered to it.

C. SUPERVISION

Once the patient arrives at the Assisting Hospital, such hospital and a member of its medical staff become responsible for the care of the patient. If requested, the Assisting Hospital that assumes the care of transferred patients may grant temporary medical staff privileges or emergency privileges, in accordance with its medical staff bylaws, to the patient's original attending physician.

D. NOTIFICATION

The Affected Hospital is responsible for notifying and if applicable obtaining transfer authorization from the patient or the patient's legal representative, as appropriate, and for notifying the patient's attending physician of the transfer and re-location of patient as soon as practical.

VI. AUXILIARY HOSPITAL AND CASUALTY COLLECTION LOCATIONS

During a State-declared disaster/emergency, Participating Hospitals may be asked by the POD hospital to contribute staff to an "auxiliary hospital" or casualty collection location on an urgent basis. These are emergency locations designed to collect, triage or treat casualties during an epidemic or other prolonged emergency situation with mass casualties. If an auxiliary hospital

or casualty collection location is required, the POD hospital will coordinate the required Assisting Personnel or resources.

VII. MEDIA RELATIONS AND RELEASE OF INFORMATION

During a State-declared disaster/emergency, Participating Hospitals may be requested to participate in a Joint Public Information Center that would be the primary source of information for the media related to a disaster affecting more than one Participating Hospital. Under the direction of IDPH, the Joint Public Information Center would be designated to speak on behalf of the affected Participating Hospitals to assure consistent messages and flow of information.

VIII. MISCELLANEOUS PROVISIONS

A. TERM AND TERMINATION – the term of this MOU is three (3) years commencing on May 1, 2004. Any Participating Hospital may terminate its participation in this MOU at any time by providing written notice to the Resource Hospital for the EMS System and all other Participating Hospitals in its EMS region at least thirty days prior to the effective date of such termination.

B. REVIEW AND AMENDMENT – this MOU shall be reviewed periodically or upon written request by a Participating Hospital and may be amended by the written consent of an authorized representative for each of the Participating Hospitals.

C. CONFIDENTIALITY– each Participating Hospital shall maintain the confidentiality of all patient health information and medical records in accordance with applicable State and Federal laws, including, but not limited to, the HIPAA privacy regulations.

D. INSURANCE – each Participating Hospital shall maintain, at its own expense, professional, worker's compensation and general liability insurance coverage for itself and its respective employees.

E. DEFENSE AND INDEMNIFICATION - the Affected Hospital and Assisting Hospital shall collaborate on the defense of liability claims arising from or asserting the negligent acts and omissions of Assisting Personnel who are employed or otherwise covered by the Assisting Hospital. Assisting Personnel who are licensed independent practitioners and who are not employees of a Participating Hospital will procure their own professional and general liability

coverage and the Affected Hospital shall not assume any liability, defense or indemnification obligation for such independent Assisting Personnel arising out of participation in this MOU.

F. REIMBURSEMENT OF COSTS – all reimbursement for expenses associated with Assisting Personnel employed by the Assisting hospital, equipment or supplies provided to the Affected Hospital pursuant to this MOU will be paid by the Affected Hospital within 45 days of its receipt of an invoice from the Assisting Hospital.

G. This MOU is entered into by the Participating Hospitals and mutual aid is provided under this MOU at the request of the State of Illinois under the Hospital Licensing Act and the Illinois Emergency Management Agency Act.

EXHIBIT A

**OSF NORTHERN ILLINOIS IHS SYSTEM
HOSPITAL EMERGENCY MUTUAL AID MEMORANDUM OF UNDERSTANDING
("MOU")**

PARTICIPATING HOSPITALS

BELOIT MEMORIAL HOSPITAL
CGH MEDICAL CENTER
FREEPORT MEMORIAL HOSPITAL
MORRISON COMMUNITY HOSPITAL
PERRY MEMORIAL HOSPITAL
OSF SAINT ANTHONY MEDICAL CENTER

S I G N A T U R E P A G E

I, agree to the terms and conditions of the Hospital Emergency Mutual Aid
Memorandum of Understanding (MOU).

NAME Gregory K. Britton
TITLE President + CEO
HOSPITAL Beloit Memorial Hospital
PHONE 608-364-5104
E-MAIL _____
SIGNATURE *Gregory K. Britton*
DATE 3-19-04

S I G N A T U R E P A G E

I, agree to the terms and conditions of the Hospital Emergency Mutual Aid
Memorandum of Understanding (MOU).

NAME Edward A. Andersen
TITLE President & CEO
HOSPITAL CGH Medical Center
PHONE (815) 625-0400
E-MAIL EANDER@CGHMC.com
SIGNATURE Edward Andersen
DATE 3/17/04

SIGNATURE PAGE

I, agree to the terms and conditions of the Hospital Emergency Mutual Aid
Memorandum of Understanding (MOU).

NAME Sharon Summers
TITLE Vice President Patient Care / Clinical Services
HOSPITAL FHN Memorial AKA Freeport Memorial
PHONE 815-599-6151
E-MAIL S.Summers@FHN.org
SIGNATURE Sharon Summers
DATE 3/12/04

SIGNATURE PAGE

I, agree to the terms and conditions of the Hospital Emergency Mutual Aid
Memorandum of Understanding (MOU).

NAME TERRY L. Amstutz
TITLE CEO
HOSPITAL Maccison Community Hospital
PHONE 815-772-4003
E-MAIL tamstutz@maccisoncommunityhospital.com
SIGNATURE 
DATE 3/9/2004

SIGNATURE PAGE

I, agree to the terms and conditions of the Hospital Emergency Mutual Aid
Memorandum of Understanding (MOU).

NAME Robert G. SERNEFF
TITLE President & CEO
HOSPITAL Perry Memorial Hospital
PHONE 815 876-2234
E-MAIL RSERNEFF@PerryMemorial.org
SIGNATURE [Signature]
DATE 3-26-2004

SIGNATURE PAGE

I, agree to the terms and conditions of the Hospital Emergency Mutual Aid
Memorandum of Understanding (MOU).

NAME David A. Schertz
TITLE C.E.O.
HOSPITAL OSF Saint Anthony Medical Center
PHONE (815) 227-2161
E-MAIL David.Schertz@osfhealthcare.org
SIGNATURE David A. Schertz
DATE 3-10-04



Operated by Beloit Memorial Hospital

August 19, 2014

1969 West Hart Road • Beloit, Wisconsin 53511-2230 • (608) 364-5011

www.BeloitHealthSystem.org

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

Re: Criterion 1110.3230
Certification (5A and B)

Dear Ms. Avery,

This is to attest to the fact Beloit Health System, Inc. will comply with:

- A. The compliance requirements related to becoming a Medicare provider of freestanding emergency services (Hospital Conditions of Participation 42 CFR 413.65); and
- B. Illinois Licensing Requirements under the Emergency Medical Services System Act (210 ILCS 50/32.5).

We also attest that we are authorized representatives of Beloit Health System, Inc.

Signature

Timothy M. McKeve
Name

President and Chief Executive Officer
Beloit Health System, Inc.
Title

Signature

William Groeper
Name

Vice President
Beloit Health System, Inc.
Title

Notarization:
Subscribed and sworn to before me
This 19 day of August

Signature of Notary

Seal

JACQUELINE D. SCORDATO
NOTARY PUBLIC
STATE OF WISCONSIN

At-Home Healthcare
1904 E. Huebbe Parkway
Beloit, WI • (608) 363-5885

Beloit Clinic
1905 E. Huebbe Parkway
Beloit, WI • (608) 364-2200

Clinton Clinic
307 Ogden Avenue
Clinton, WI • (608) 676-2206

Darien Clinic
300 N. Walworth Street
Darien, WI • (262) 882-1151

Janesville Clinic
1321 Creston Park
Janesville, WI • (608) 757-1217

NorthPointe Health &
Wellness Campus
5605 E. Rockton Road
Roscoe, IL • (815) 525-4000

Notarization:
Subscribed and sworn to before me
This 19 day of August

Signature of Notary

Seal

JACQUELINE D. SCORDATO
NOTARY PUBLIC
STATE OF WISCONSIN

NorthPointe Terrace
5601 E. Rockton Road
Roscoe, IL • (815) 525-4800

Occupational Health Sports
& Family Medicine Center
1650 Lee Lane
Beloit, WI • (608) 362-0211

Riverside Terrace
3055 S. Riverside Dr.
Beloit, WI • (608) 365-7222

West Side Clinic
1735 Madison Road
Beloit, WI • (608) 363-7510