

#18-026 County Nursing Home

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD APPLICATION FOR PERMIT

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

| | | |
|---|-------------------------|---------------------------|
| Facility Name: University Rehabilitation Center | | |
| Street Address: 500 South Art Bartell Drive | | |
| City and Zip Code: Urbana, IL 61802 | | |
| County: Champaign | Health Service Area 004 | Health Planning Area: 019 |

Applicant /Co-Applicant Identification

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

| |
|---|
| Exact Legal Name: Champaign County Board |
| Address: 1776 East Washington Street, Urbana, IL 61802-4581 |
| Name of Registered Agent: |
| Name of Chief Executive Officer: C. Pius Weibel, Chair |
| CEO Address: 1776 East Washington Street, Urbana, IL 61802-4581 |
| Telephone Number: 217-384-3772 |

Type of Ownership of Applicant/Co-Applicant

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

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

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

Primary Contact

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

| |
|--|
| Name: Charles Sheets |
| Title: Attorney |
| Company Name: Polsinelli PC |
| Address: 150 N. Riverside Plaza, Suite 3000, Chicago, IL 60606 |
| Telephone Number: 312-873-3605 |
| E-mail Address: csheets@polsinelli.com |
| Fax Number: |

Additional Contact

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

| |
|--|
| Name: Stacy J. Flanagan |
| Title: Partner |
| Company Name: Gutnicki LLP |
| Address: 4711 Golf Road, Suite 200, Skokie, Illinois 60076 |
| Telephone Number: 847-745-6936 |
| E-mail Address: sflanigan@gutnicki.com |
| Fax Number: |

#18-026 County Nursing Home

Facility/Project Identification

| | | |
|---|-------------------------|---------------------------|
| Facility Name: University Rehabilitation Center | | |
| Street Address: 500 South Art Bartell Drive | | |
| City and Zip Code: Urbana, IL 61802 | | |
| County: Champaign | Health Service Area 004 | Health Planning Area: 019 |

Applicant /Co-Applicant Identification

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

| |
|--|
| Exact Legal Name: University Rehabilitation Center of C-U, LLC |
| Address: |
| Name of Registered Agent: |
| Name of Chief Executive Officer: William "Avi" Rothner |
| CEO Address: 2201 Main St, Evanston, IL 60202 |
| Telephone Number: (847) 905-4000 |

Type of Ownership of Applicant/Co-Applicant

| | | |
|---|--|--------------------------------|
| <input type="checkbox"/> Non-profit Corporation | <input type="checkbox"/> Partnership | |
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Governmental | |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other |
| <ul style="list-style-type: none">Corporations and limited liability companies must provide an Illinois certificate of good standing.Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. | | |
| APPEND DOCUMENTATION AS ATTACHMENT-1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. | | |

Primary Contact

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

| |
|--|
| Name: Charles Sheets |
| Title: Attorney |
| Company Name: Polsinelli PC |
| Address: 150 N. Riverside Plaza, Suite 3000, Chicago, IL 60606 |
| Telephone Number: 312-873-3605 |
| E-mail Address: csheets@polsinelli.com |
| Fax Number: |

Additional Contact

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

| |
|--|
| Name: Stacy J. Flanagan |
| Title: Partner |
| Company Name: Gutnicki LLP |
| Address: 4711 Golf Road, Suite 200, Skokie, Illinois 60076 |
| Telephone Number: 847-745-6936 |
| E-mail Address: sflanigan@gutnicki.com |
| Fax Number: |

#18-026 County Nursing Home

Facility/Project Identification

| | | |
|---|-------------------------|---------------------------|
| Facility Name: University Rehabilitation Center | | |
| Street Address: 500 South Art Bartell Drive | | |
| City and Zip Code: Urbana, IL 61802 | | |
| County: Champaign | Health Service Area 004 | Health Planning Area: 019 |

Applicant /Co-Applicant Identification

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

| |
|--|
| Exact Legal Name: University Rehab Real Estate, LLC |
| Address: |
| Name of Registered Agent: |
| Name of Chief Executive Officer: William "Avi" Rothner |
| CEO Address: 2201 Main St, Evanston, IL 60202 |
| Telephone Number: (847) 905-4000 |

Type of Ownership of Applicant/Co-Applicant

| | | |
|---|--|--------------------------------|
| <input type="checkbox"/> Non-profit Corporation | <input type="checkbox"/> Partnership | |
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Governmental | |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other |
| <ul style="list-style-type: none">Corporations and limited liability companies must provide an Illinois certificate of good standing.Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. | | |

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

Primary Contact

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

| |
|--|
| Name: Charles Sheets |
| Title: Attorney |
| Company Name: Polsinelli PC |
| Address: 150 N. Riverside Plaza, Suite 3000, Chicago, IL 60606 |
| Telephone Number: 312-873-3605 |
| E-mail Address: csheets@polsinelli.com |
| Fax Number: |

Additional Contact

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

| |
|--|
| Name: Stacy J. Flanagan |
| Title: Partner |
| Company Name: Gutnicki LLP |
| Address: 4711 Golf Road, Suite 200, Skokie, Illinois 60076 |
| Telephone Number: 847-745-6936 |
| E-mail Address: sflanigan@gutnicki.com |
| Fax Number: |

#18-026 County Nursing Home

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: William "Avi" Rothner |
| Title: President |
| Company Name: Altitude Health Services |
| Address: 2201 Main St, Evanston, IL 60202 |
| Telephone Number: (847) 905-4000 |
| E-mail Address: |
| Fax Number: |

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: University Rehab Real Estate, LLC

Address of Site Owner:

Street Address or Legal Description of Site: 500 South Art Bartell Drive, Urbana, IL 61802

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: University Rehabilitation Center of C-U, LLC

Address:

- ☐ Non-profit Corporation
☐ For-profit Corporation
☒ Limited Liability Company

- ☐ Partnership
☐ Governmental
☐ 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.
- 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.

#18-026 County Nursing Home

Flood Plain Requirements

[Refer to application instructions.]

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

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

Historic Resources Preservation Act Requirements

[Refer to application instructions.]

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

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

DESCRIPTION OF PROJECT

1. Project Classification

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

Part 1110 Classification:

- ☐ Substantive
☒ Non-substantive

Part 1120 Applicability or Classification:
[Check one only.]

- ☐ Part 1120 Not Applicable
☐ Category A Project
☐ Category B Project
☐ DHS or DVA Project

#18-026 County Nursing Home

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 Champaign County Board ("County") has been operator and licensee of Champaign County Nursing Home since 1978. The proposed project contemplates the transfer of operational control of the Nursing Home from Champaign County to University Rehabilitation Center of C-U, LLC and transfer of the physical plant to University Rehab Real Estate, LLC. Upon approval by the Illinois Health Facilities and Services Review Board ("HFSRB"), University Rehabilitation Center of C-U, LLC will apply to the Illinois Department of Public Health ("IDPH") to become the licensee, necessitating a change of ownership.

As this is currently a County-owned and operated nursing home, this project is not exempt from obtaining HFSRB approval for the change of ownership.

The anticipated date of this transaction will occur when IDPH issues the license to University Rehabilitation Center of C-U, LLC.

#18-026 County Nursing Home

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) | \$11,000,000 | | \$11,000,000 |
| TOTAL USES OF FUNDS | \$11,000,000 | | \$11,000,000 |
| SOURCE OF FUNDS | CLINICAL | NONCLINICAL | TOTAL |
| Cash and Securities | \$,2750,000 | | \$,2750,000 |
| Pledges | | | |
| Gifts and Bequests | | | |
| Bond Issues (project related) | | | |
| Mortgages | \$8,250,000 | | \$8,250,000 |
| Leases (fair market value) | | | |
| Governmental Appropriations | | | |
| Grants | | | |
| Other Funds and Sources | | | |
| TOTAL SOURCES OF FUNDS | \$11,000,000 | | \$11,000,000 |
| NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT-7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. | | | |

#18-026 County Nursing Home

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

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): November 30, 2018

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.

#18-026 County Nursing Home

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 | | | | | | | |
| 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. | | | | | | | |

#18-026 County Nursing Home

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: University Rehabilitation Center | | | CITY: Urbana | | |
| REPORTING PERIOD DATES: From: 01/01/2017 to: 12/31/2017 | | | | | |
| Category of Service | Authorized Beds | Admissions | Patient Days | Bed Changes | Proposed Beds |
| Medical/Surgical | | | | | |
| Obstetrics | | | | | |
| Pediatrics | | | | | |
| Intensive Care | | | | | |
| Comprehensive Physical Rehabilitation | | | | | |
| Acute/Chronic Mental Illness | | | | | |
| Neonatal Intensive Care | | | | | |
| General Long Term Care | 243 | | 52,721 | 0 | 243 |
| Specialized Long Term Care | | | | | |
| Long Term Acute Care | | | | | |
| Other ((identify) | | | | | |
| TOTALS: | 243 | | 52,721 | 0 | 243 |

#18-026 County Nursing Home

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD

APPLICATION FOR PERMIT – July 2018 Edition

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



SIGNATURE

SIGNATURE

Debra Busey

PRINTED NAME

PRINTED NAME

Interim County Administrator

PRINTED TITLE

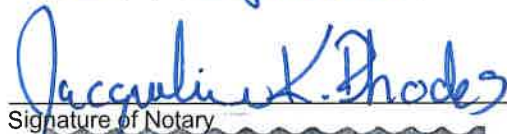
PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 15 day of August 2018

Notarization:

Subscribed and sworn to before me
this _____ day of _____



Signature of Notary

Signature of Notary

Seal



Seal

*Insert EXACT legal name of the applicant

#18-026 County Nursing Home

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD

APPLICATION FOR PERMIT – July 2018 Edition

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 University Rehabilitation Center of C-U, LLC, an Illinois limited liability company in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.

SIGNATURE

SIGNATURE

William Rothner

PRINTED NAME

PRINTED NAME

Manager

PRINTED TITLE

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 15th day of August

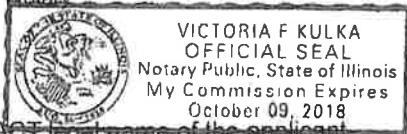
Notarization:

Subscribed and sworn to before me
this _____ day of _____

Signature of Notary

Signature of Notary

Seal



Seal

*Insert EXACT legal name of the applicant

#18-026 County Nursing Home

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD

APPLICATION FOR PERMIT – July 2018 Edition

CERTIFICATION

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

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

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



SIGNATURE

SIGNATURE

William Rothner

PRINTED NAME

PRINTED NAME

Manager

PRINTED TITLE

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 15 day of August

Notarization:

Subscribed and sworn to before me
this _____ day of _____

Signature of Notary

Signature of Notary

Seal



Seal

*Insert EXACT legal name of the applicant

#18-026 County Nursing Home

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

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

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

READ THE REVIEW CRITERION and provide the following required information:

BACKGROUND OF APPLICANT

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

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

PURPOSE OF PROJECT

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

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

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

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

#18-026 County Nursing Home

ALTERNATIVES

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

Alternative options **must** include:

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

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

#18-026 County Nursing Home

SECTION III - PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE

Criterion 1110.234 - Project Scope, Utilization, and Unfinished/Shell Space

READ THE REVIEW CRITERION and provide the following information:

SIZE OF PROJECT:

1. Document that the amount of physical space proposed for the proposed project is necessary and not excessive. **This must be a narrative.**
2. If the gross square footage exceeds the BGSF/DGSF standards in Appendix B, justify the discrepancy by documenting one of the following:
 - a. Additional space is needed due to the scope of services provided, justified by clinical or operational needs, as supported by published data or studies;
 - b. The existing facility's physical configuration has constraints or impediments and requires an architectural design that results in a size exceeding the standards of Appendix B;
 - c. The project involves the conversion of existing space that results in excess square footage.

Provide a narrative for any discrepancies from the State Standard. A table must be provided in the following format with Attachment 14.

| SIZE OF PROJECT | | | | |
|--------------------|--------------------|----------------|------------|---------------|
| DEPARTMENT/SERVICE | PROPOSED BGSF/DGSF | STATE STANDARD | DIFFERENCE | MET STANDARD? |
| | | | | |

APPEND DOCUMENTATION AS ATTACHMENT-14, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

PROJECT SERVICES UTILIZATION:

This criterion is applicable only to projects or portions of projects that involve services, functions or equipment for which HFSRB has established utilization standards or occupancy targets in 77 Ill. Adm. Code 1100.

Document that in the second year of operation, the annual utilization of the service or equipment shall meet or exceed the utilization standards specified in 1110.Appendix B. **A narrative of the rationale that supports the projections must be provided.**

A table must be provided in the following format with Attachment 15.

| UTILIZATION | | | | | |
|-------------|----------------|---|-----------------------|----------------|---------------|
| | DEPT./ SERVICE | HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC. | PROJECTED UTILIZATION | STATE STANDARD | MET STANDARD? |
| YEAR 1 | | | | | |
| YEAR 2 | | | | | |

APPEND DOCUMENTATION AS ATTACHMENT-15, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

#18-026 County Nursing Home

UNFINISHED OR SHELL SPACE:

Provide the following information:

1. Total gross square footage of the proposed shell space;
2. The anticipated use of the shell space, specifying the proposed GSF tot be allocated to each department, area or function;
3. Evidence that the shell space is being constructed due to
 - a. Requirements of governmental or certification agencies; or
 - b. Experienced increases in the historical occupancy or utilization of those areas proposed to occupy the shell space.
4. Provide:
 - a. Historical utilization for the area for the latest five-year period for which data are available; and
 - b. Based upon the average annual percentage increase for that period, projections of future utilization of the area through the anticipated date when the shell space will be placed into operation.

APPEND DOCUMENTATION AS ATTACHMENT-16, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

ASSURANCES:

Submit the following:

1. Verification that the applicant will submit to HFSRB a CON application to develop and utilize the shell space, regardless of the capital thresholds in effect at the time or the categories of service involved.
2. The estimated date by which the subsequent CON application (to develop and utilize the subject shell space) will be submitted; and
3. The anticipated date when the shell space will be completed and placed into operation.

APPEND DOCUMENTATION AS ATTACHMENT-17, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

#18-026 County Nursing Home

SECTION IV – CHANGE OF OWNERSHIP OF COUNTY-OWNED LONG-TERM CARE FACILITIES

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

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

A. Criterion 1110.240(b), Impact Statement

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

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

B. Criterion 1110.240(c), Access

Read the criterion and provide the following:

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

C. Criterion 1110.240(d), Health Care System

Read the criterion and address the following:

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

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

#18-026 County Nursing Home

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

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

V. 1120.120 - Availability of Funds

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

| | |
|---|---|
| \$2,750,000 | a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to: |
| | 1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and |
| | 2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion; |
| | b) Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience. |
| | c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts; |
| \$8,250,000 | d) Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including: |
| | 1) For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated; |
| | 2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate; |
| | 3) For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.; |
| | 4) For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment; |
| | 5) For any option to lease, a copy of the option, including all terms and conditions. |
| | e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent; |
| | f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt; |
| | g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project. |
| \$11,000,000 | TOTAL FUNDS AVAILABLE |
| APPEND DOCUMENTATION AS ATTACHMENT-20, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. | |

#18-026 County Nursing Home

VI. 1120.130 - Financial Viability

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

Financial Viability Waiver

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

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

See Section 1120.130 Financial Waiver for information to be provided

APPEND DOCUMENTATION AS ATTACHMENT-21, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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

| Provide Data for Projects Classified as: | Category A or Category B (last three years) | | | Category B (Projected) |
|--|---|--|--|------------------------|
| Enter Historical and/or Projected Years: | | | | 2021 |
| Current Ratio | | | | 0.84 |
| Net Margin Percentage | | | | 4.4% |
| Percent Debt to Total Capitalization | | | | N/A |
| Projected Debt Service Coverage | | | | N/A |
| Days Cash on Hand | | | | 3.7 days |
| Cushion Ratio | | | | N/A |

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

2. Variance

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

APPEND DOCUMENTATION AS ATTACHMENT 22, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

#18-026 County Nursing Home

VII. 1120.140 - Economic Feasibility

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

A. Reasonableness of Financing Arrangements

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

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

B. Conditions of Debt Financing

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

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

C. Reasonableness of Project and Related Costs

Read the criterion and provide the following:

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

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

#18-026 County Nursing Home

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 -23, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

#18-026 County Nursing Home

VIII. 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 | | | |

#18-026 County Nursing Home

| | | | |
|--------------------|--|--|--|
| Medicaid (revenue) | | | |
| Inpatient | | | |
| Outpatient | | | |
| Total | | | |

APPEND DOCUMENTATION AS ATTACHMENT-24, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

IX. 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-25, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

#18-026 County Nursing Home

Section I, Identification, General Information, and Certification **Applicants**

Certificates of Good Standing for University Rehabilitation Center of C-U, LLC and University Rehab Real Estate, LLC (collectively, the "Applicants") are attached at Attachment – 1.

University Rehabilitation Center of C-U, LLC will be the operator of the nursing home located at 500 Art Bartell Road, Urbana, Illinois 61802 formerly known as Champaign County Nursing Home (the "Nursing Home"). University Rehabilitation Center is a trade name of University Rehabilitation Center of C-U, LLC and is not separately organized.

University Rehab Real Estate, LLC will be the site owner of the Nursing Home.

#18-026 County Nursing Home

Section I, Identification, General Information, and Certification

Site Ownership

A copy of the Asset Purchase Agreement the facility located at 500 South Art Bartell Drive, Urbana is attached at Attachment – 2.

#18-026 County Nursing Home

ASSET PURCHASE AGREEMENT

by and between

THE COUNTY OF CHAMPAIGN, ILLINOIS,
a public body corporate and politic of the State of Illinois,
as Seller

and

ALTITUDE ACQUISITIONS, LLC,
an Illinois limited liability company,
as Purchaser

August 1, 2018

Champaign County Nursing Home
500 South Art Bartell Road
Urbana, Illinois 61802

#18-026 County Nursing Home

TABLE OF CONTENTS

| | PAGE |
|--|------|
| 1. PURCHASE AND SALE..... | 1 |
| 2. THE PROPERTY | 2 |
| 3. EXCLUDED PROPERTY | 2 |
| 4. CLOSING | 2 |
| 5. PURCHASE PRICE | 3 |
| 6. COSTS AND CREDITS | 4 |
| 7. PRORATIONS | 4 |
| 8. DUE DILIGENCE..... | 5 |
| 9. TITLE AND SURVEY | 5 |
| 10. PRE-CLOSING COVENANTS | 6 |
| 11. CONVEYANCES | 8 |
| 12. CLOSING DELIVERIES..... | 8 |
| 13. SELLER'S REPRESENTATIONS AND WARRANTIES | 10 |
| 14. PURCHASER'S REPRESENTATIONS AND WARRANTIES | 11 |
| 15. CONDITIONS TO PURCHASER'S OBLIGATIONS | 12 |
| 16. CONDITIONS TO SELLER'S OBLIGATIONS | 14 |
| 17. ACCESS TO RECORDS | 15 |
| 18. CASUALTY/CONDEMNATION | 15 |
| 19. INDEMNIFICATION | 17 |
| 20. TERMINATION | 19 |
| 21. LIABILITIES | 20 |
| 22. POST-CLOSING COVENANTS..... | 21 |
| 23. PUBLICITY | 22 |
| 24. NOTICES | 22 |
| 25. BROKERS..... | 23 |
| 26. CONSENT | 24 |
| 27. ASSIGNMENT | 24 |
| 28. CONSENT | 24 |
| 29. EXHIBITS AND SCHEDULES | 24 |
| 30. TIME IS OF THE ESSENCE..... | 24 |
| 31. AMENDMENTS; SOLE AGREEMENT | 24 |
| 32. SUCCESSORS | 24 |
| 33. CAPTIONS..... | 24 |
| 34. GOVERNING LAW | 24 |
| 35. SEVERABILITY..... | 25 |
| 36. USAGE..... | 25 |
| 37. HOLIDAYS..... | 25 |
| 38. COUNTERPARTS; .PDF SIGNATURES..... | 25 |
| 39. NO JOINT VENTURE..... | 25 |
| 40. NO STRICT CONSTRUCTION..... | 25 |
| 41. ATTORNEYS FEES | 25 |
| 42. WAIVER OF JURY TRIAL | 25 |

#18-026 County Nursing Home

SCHEDULES AND EXHIBITS

| | |
|--------------------|---|
| Schedule 9(c)(ii) | Permitted Title Exceptions |
| Schedule 9(c)(iii) | Permitted Exceptions – Easements and Covenants to be Recorded |
| Schedule 13(h) | Litigation |
| Exhibit A | Legal Description |
| Exhibit B | Strict Joint Order Escrow |
| Exhibit C | Operations Transfer Agreement |

#18-026 County Nursing Home

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of this 1st day of August, 2018 (the "**Effective Date**"), by and between **THE COUNTY OF CHAMPAIGN, ILLINOIS**, a public body corporate and politic of the State of Illinois ("**Seller**"), as seller, and **ALTITUDE ACQUISITIONS, LLC**, an Illinois limited liability company ("**Purchaser**"), as purchaser.

RECITALS

A. Seller owns and is the licensed operator of that certain 220 bed nursing facility, which is licensed for 243 skilled nursing beds, commonly known as Champaign County Nursing Home, 500 South Art Bartell Road, Champaign, Illinois 61802 (the "**Facility**"), including (i) the land on which the Facility is located, which is legally described on **Exhibit A**, attached hereto and made a part hereof, together with all easements, hereditaments, privileges and appurtenances appurtenant thereto (collectively, the "**Land**"), (ii) the buildings and improvements located on the Land, including the Facility and any patios, courtyards, fences, parking areas and storage structures (the "**Improvements**"), and (iii) the furniture, fixtures, equipment and systems located in the Improvements and used in connection with the ownership and operation of the Facility (the "**FF&E**").

B. Seller desires to sell and transfer the Property (as hereinafter defined) to Purchaser and Purchaser desires to purchase the Property from Seller on the terms and conditions set forth in this Agreement.

C. Concurrent with the closing of the transactions contemplated herein, Purchaser may, as lessor, enter into a new lease agreement for the Facility with Altitude Acquisitions, LLC, an Illinois limited liability company ("**New Operator**"), pursuant to which New Operator, as lessee, shall be the new licensed operator of the Facility.

D. Certain operational matters related to the transfer of the operations of the Facility from Seller to New Operator not otherwise addressed herein shall be handled pursuant to the terms of a separate operations transfer agreement (the "**OTA**") to be entered into by and among Seller, New Operator and SAK Management Services, LLC ("**Manager**"), which shall govern with respect to the transfer of the operations of the Facility from Seller and Manager to New Operator and shall provide for a closing thereunder concurrent with the Closing (as hereinafter defined) under this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Purchase Price (as hereinafter defined) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. **PURCHASE AND SALE.** On the terms and conditions set forth herein, (a) Seller shall sell, assign, transfer, convey and deliver fee simple title in the Real Property to Purchaser on the Closing Date and Purchaser shall purchase the Real Property from Seller free and clear of all liens other than Permitted Exceptions (as defined herein), (b) Seller shall sell, assign, transfer, convey and deliver the Personal Property to Purchaser and Purchaser

#18-026 County Nursing Home

shall purchase, receive and accept the Personal Property from Seller free and clear of all liens, and (c) Seller shall assign, transfer, convey and deliver the Intangible Property to Purchaser, and Purchaser shall purchase, receive and accept the Intangible Property from Seller free and clear of all liens.

2. **THE PROPERTY.** The "**Property**" shall collectively be the following:

a. **Real Property.** The real property shall consist of all of Seller's right, title and interest in: (i) the Land, (ii) the Improvements, (iii) the FF&E, (iv) any other interest of Seller in all easements, if any, to the extent of any such interest of Seller and (v) any other structure or improvements located on the Land (collectively, the "**Real Property**").

b. **Personal Property.** The personal property shall consist of all of Seller's right, title and interest in the computer hardware, telephones and telephone systems, non-proprietary marketing and promotional materials relating to the Facility, including data from websites or internet domains associated with the Facility, non-proprietary stationery, kitchen equipment, resident room furnishings in the possession of Seller or relating to the Real Property or the Improvements and all other tangible property and assets (except for FF&E) that is located on the Real Property and utilized in connection with the owning, operating or managing of the Facility (collectively, the "**Personal Property**").

c. **Intangible Property.** The intangible property being assigned, set over and transferred by Seller to Purchaser shall consist of: (i) any special use permits from the city or municipality, (ii) any certificate of need, (iii) goodwill associated with the business and the reputation of the Facility, and (iv) any third party warranties or guaranties associated with the Property, all to the extent related specifically to the Facility and as assignable by law (collectively, the "**Intangible Property**").

3. **EXCLUDED PROPERTY.** Notwithstanding those items set forth in **Section 2** above, the following shall be excluded from the sale by Seller to Purchaser hereunder (collectively, the "**Excluded Property**"): (a) cash and cash equivalents, short-term investments and third-party payor settlements, (b) Seller's rights under this Agreement and the agreements to be executed in connection herewith, (c) Seller's organizational documents, (d) personal property owned by residents of the Facility and not by Seller, (e) personal property owned by third party vendors and leased to Seller or any entity providing services at the Facility for use in connection with the operations of the Facility as indicated on Schedule 3, except to the extent Seller's interest in such leased property is legally transferable and expressly assumed by Purchaser or New Operator under this Agreement or the OTA as listed on Schedule 3, (f) any confidential or proprietary information of Seller or Seller's affiliates that is not primarily used or held in connection with the Facility, (g) any accounts receivable, accounts payable or liabilities associated with the operation of the Facility prior to the Closing Date, and (h) any items transferred pursuant to the terms of the OTA.

4. **CLOSING.**

a. **Closing Date.** The closing of the purchase and sale pursuant to this Agreement (the "**Closing**") shall take place through an escrow (the "**Closing Escrow**") to be

#18-026 County Nursing Home

established with First American Title Insurance Company (the "***Title Company***"), pursuant to escrow instructions that conform to the terms hereof, on the first day of the first month after CON Approval (as hereinafter defined), provided however Purchaser shall have the option to extend the Closing Date for two additional one-month periods, to be effective at 12:01 a.m. on the following day (the "***Closing Date***"), provided that all other conditions to close as set forth herein have been satisfied or waived pursuant to the terms of this Agreement prior to the Closing Date.

b. **Possession.** All FF&E and Personal Property shall be located at the Facility on the Closing Date. After the Closing, Purchaser shall have free and clear title to the Property, subject to the Permitted Exceptions, and be entitled to possession of the Property, subject only to the possessory rights of the residents at the Facility in accordance with ordinary course operation of the Facility.

5. PURCHASE PRICE.

a. **Purchase Price.** In consideration for the conveyance of the Property, Purchaser shall pay to Seller the amount of **ELEVEN MILLION DOLLARS (\$11,000,000.00)** (the "***Purchase Price***"), payable in immediately available funds on the Closing Date, plus or minus the credits and prorations set forth in this Agreement.

b. **Escrow Deposit.** Purchaser previously deposited with Seller the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), as earnest money (the "***Initial Escrow Deposit***"). Within one (1) business days after the Effective Date, Seller and Purchaser shall execute the Strict Joint Order Escrow Instructions in the form of Exhibit B. Within three (3) business days of the execution of this Agreement, Seller shall transfer the Initial Escrow Deposit into the escrow established with the Title Company and Purchaser shall deposit with Title Company the additional amount of Eight Hundred Fifty Thousand Dollars (\$850,000.00) (the "***Additional Escrow Deposit***" and, collectively with the Initial Escrow Deposit, the "***Escrow Deposit***"). The Escrow Deposit and any interest earned thereon shall be credited to Purchaser against the Purchase Price at Closing and transferred to the Closing Escrow for disbursement as provided herein.

c. **Purchase Price Allocation.** Prior to the Closing, the parties to this Agreement expressly agree to use best efforts to allocate the Purchase Price of the Property and among the real, personal and intangible property for all tax purposes. Purchaser's proposal for an allocation shall be delivered to Seller at least five (5) business days prior to the Closing Date. Any such agreed upon allocation shall be memorialized in writing prior to the Closing. After the Closing, the parties shall make consistent use of the agreed upon allocation, fair market value and useful lives for all tax purposes and in all filings, declarations and reports with the IRS in respect thereof, including the reports required to be filed under Section 1060 of the Internal Revenue Code. In any proceeding related to the determination of any tax, neither party shall contend or represent that such allocation is not a correct allocation.

#18-026 County Nursing Home

6. COSTS AND CREDITS.

a. **Purchaser's Charges.** On the Closing Date, Purchaser shall be responsible for the cost of the Title Commitment, Lender's Title Policy (both as hereinafter defined) and endorsements to such Title Policy and recording fees for the Deed.

b. **Seller's Charges.** On the Closing Date, Seller shall be responsible for the cost of recording fees for the Removable Exceptions (as hereinafter defined) and Survey Defects (as hereinafter defined) which Seller is obligated or agreed to correct per **Section 9(d)** and for the owner's Title Policy (with Extended Coverage).

c. **Attorney's Fees.** Except as otherwise expressly set forth herein, each party hereto shall each pay their own attorney's and other professional fees in connection with this matter.

d. **Escrow Fees.** Seller and Purchaser shall equally pay any Closing escrow fees.

e. **Additional Fees.** Except as expressly provided otherwise in this Agreement, all other transaction costs shall be allocated between Seller and Purchaser in the manner customary for transactions in the location of the Facility.

7. **PRORATIONS.** The following shall be prorated as of the Closing Date (so that Purchaser receives all of the benefits and revenues, and is responsible for all of the expenses, commencing on the Closing Date and thereafter) and shall be settled by a credit or debit against the Purchase Price at the Closing:

a. **Real Estate Taxes.** The parties acknowledge there are no real estate taxes accrued, due or payable for the period prior to the Closing Date so there shall be no proration of real estate taxes made at Closing.

b. **Utilities.** Seller shall pay all utility charges attributable to the Property through and including the Closing Date that are not otherwise paid or prorated by Seller pursuant to the terms of the OTA. Charges and deposits for water, fuel, gas, oil, heat, electricity and other utility and operating charges and prepaid service contracts will be based upon the last available invoice. Seller will attempt to obtain final utility meter readings as close as possible to the Closing Date.

c. **Operational Prorations.** The operational prorations shall occur pursuant to the terms of the OTA, including without limitation, revenues and expenses pertaining to the Facility, utility charges for the billing period in which the Closing Date occurs, assumed contracts, utilities, prepaid income and expenses, bed taxes, security deposits, employee accruals, resident trust funds and other related items of revenue or expense attributable to the Facility, if any, which shall be prorated as of the Closing Date per the terms of the OTA.

#18-026 County Nursing Home

8. DUE DILIGENCE.

- a. **Due Diligence Items.** Purchaser and Seller acknowledge that prior to the Effective Date, Seller has provided Purchaser with access to an online data room containing copies of due diligence materials in Seller's possession.
- b. **Third Party Reports.** Purchaser shall have forty-five (45) days from the Effective Date ("**Inspection Period**") to conduct due diligence. Seller shall permit Purchaser and its representatives, lender and lender's representatives, contractors, land surveyors, environmental companies and other agents ("**Representatives**") access to the Real Property in connection with the Purchaser's third party reports and due diligence, provided that such access rights are not disruptive to the operations at the Facility, provided Purchaser has delivered proof of insurance to Seller, and further provided that Purchaser and its Representatives are at all times in compliance with all state and federal laws governing the rights of the residents of the Facility.
- c. **Indemnification.** Purchaser agrees to indemnify, defend, protect and hold harmless Seller, and Seller's respective affiliates, members, officers, directors and agents from and against any loss, injury, damage, claim, lien, cost or expense, including reasonable attorneys' fees and costs, arising from or related to the access rights exercised by Purchaser or its employees, consultants, agents or Representatives under this Agreement. Purchaser shall carry, and shall cause any of its agents or representatives entering onto the Real Property to carry, workers' compensation and general liability insurance in the amount of \$1,000,000 per occurrence, which insurance shall name Seller as an additional insured. Purchaser shall keep the Property free and clear of any mechanic's or materialmen's liens arising out of any entry onto or inspection of the Property by or on behalf of Purchaser.
- d. **Notice of Termination.** Purchaser shall have the right, in its sole discretion, to terminate this Agreement by written notice to Seller, at any time before the end of the Inspection Period ("**Inspection Termination Notice**"), in which event Seller shall promptly direct the Title Company to refund the Escrow Deposit to Purchaser, and all further rights and obligations of the parties hereto shall cease and terminate without any further liability of either party to the other (except those obligations which expressly survive such termination as provided in this Agreement). If Purchaser does not provide an Inspection Termination Notice on or before the end of the Inspection Period, this specific right of termination shall be itself terminated and, thereafter, Purchaser shall not have any right to terminate this Agreement based on any due diligence and the Escrow Deposit shall be nonrefundable except as otherwise expressly provided in this Agreement.

9. TITLE AND SURVEY.

- a. **Title Policy.** With 10 days of execution of this Agreement, Seller shall delivered to Purchaser a commitment to issue standard Owner's Title Insurance Policy for the Property (the "**Title Commitment**") from the Title Company showing title to the Real Property vested in Seller. Seller covenants to reasonably cooperate with Purchaser to have the Title Company at Closing issue a title policy from the Title Commitment ("**Title**

#18-026 County Nursing Home

Policy") or a markup or proforma of the Title Commitment, subject only to the Permitted Exceptions (as hereinafter defined).

b. **Survey.** With 10 days of execution of this Agreement, Seller shall delivered to Purchaser a proposed Plat of Subdivision for the Property that it intends to have recorded on or prior to the Closing Date. Purchaser may order a new ALTA Survey for the Real Property (the "**Survey**") at its cost.

c. **Permitted Exceptions and Removable Exceptions.** The term "**Permitted Exceptions**" shall mean: (i) the liens of real estate taxes that are not yet due and payable on the Closing Date; (ii) those items set forth on Schedule B to the Title Commitment and set forth on **Schedule 9(c)(ii)**; provided, however, these are subject to objection by Purchaser upon review of title and survey; (iii) those easements and covenants described on **Schedule 9(c)(iii)** that the Seller intends on recording at or prior to the Closing; provided, however, these are subject to objection by Purchaser upon review of title and survey; (iv) matters disclosed by the Survey (other than Survey Defects) or that are otherwise accepted by Purchaser per the terms of this Agreement; and (v) the rights of residents in possession. The term "**Removable Exceptions**" shall mean title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount that Seller will remove by the payment of money on the Closing Date.

d. **Correction of Survey Defects.** Within thirty (30) days after the Effective Date (the "**Objection Deadline**"), Purchaser shall notify Seller in writing if it objects to an item disclosed on the Plat of Subdivision or a Survey ("**Survey Defects**"). After receipt of notice from Purchaser, Seller shall have five (5) business days to provide written notice to Purchaser as to whether Seller elects to: (a) correct such Survey Defects before the Closing, (b) have the Title Company commit to insure over the Survey Defect, or (c) not remove or correct any such Survey Defects. If Seller fails to timely respond or elects not to remove or correct any such Survey Defects, then Purchaser may elect within five (5) business days with written notice to Seller to (x) take the Property as it then is; or (y) terminate this Agreement by written notice to Seller (which shall be deemed a termination pursuant to **Section 20(a)(i)** of this Agreement) and in which event the Escrow Deposit shall be returned to Purchaser.

10. PRE-CLOSING COVENANTS.

a. **Seller's Covenants.** Seller hereby agrees and covenants to Purchaser that between the Effective Date and the Closing Date, except as otherwise contemplated by this Agreement or with the prior written consent of Purchaser:

i. Seller shall use its best efforts to timely obtain any necessary third party consents for the valid conveyance, transfer, assignment or delivery of the Property being transferred per this Agreement.

ii. Seller shall notify the Illinois Department of Revenue (the "**IDR**") and shall request tax clearance certificates from IDR. No later than ten (10) business days prior to the Closing Date, Seller shall (1) obtain either a full release of claims from the IDR with respect to all debts owed by Seller or a statement setting forth

#18-026 County Nursing Home

all IDR debts owed by Seller and (2) provide Purchaser with a statement setting forth the amount owed by Seller with respect to all Illinois and federal payroll, assessment and other taxes and all license fees, including supporting materials.

iii. Seller shall maintain all of its books and records related to the Facility in accordance with past practices.

iv. Seller shall pay when due all taxes, assessments and charges imposed upon Seller with respect to the Facility.

v. Seller will satisfy and discharge or contest in good faith all claims, liens, security interests and encumbrances on the Property, except for the Permitted Exceptions.

vi. Seller shall deliver the Property to Purchaser on the Closing Date in substantially the same condition and repair as on the Effective Date, ordinary wear and tear excepted.

vii. Seller will not sell any items of machinery, equipment, or other assets or Property used in connection with the Facility, other than in the ordinary course of business.

viii. Seller shall not make any capital expenditures on the Facility, except (A) in the event of a casualty or condemnation as permitted per the terms of this Agreement, (B) to make ordinary and necessary repairs to the Facility, or (C) to comply with a governmental or Life Safety Code regulation.

ix. Seller shall not change employment terms for the Facility employees, or institute, amend, or terminate its employment benefit plans, except for normal and customary raises or amendments consistent with prior business practices.

x. Seller shall maintain in force and renew as necessary on commercially reasonable terms the existing insurance policies as are now in effect for the Property.

xi. From the Effective Date until through the earliest of the Closing Date or the termination of this Agreement, Seller has not and shall not, directly or indirectly, (a) enter into negotiations with any party other than Purchaser regarding the sale of the Property, or (b) provide information to any party other than Purchaser regarding the sale of the Property.

b. **Purchaser's Covenants.** Purchaser hereby agrees and covenants that between the Effective Date and the Closing Date, Purchaser will (i) require New Operator to make all required applications, file such notices and pay such fees as are necessary in connection with New Operator's efforts to obtain the IDPH Licenses (collectively, the "**Facility Licenses**"), and (ii) cooperate with all reasonable requests from Seller with respect to obtaining any other consents or authorizations related to the sale of the Facility.

#18-026 County Nursing Home

c. **General Joint Covenants.** Each party shall promptly notify the other party of any information delivered to or obtained by such party which would impair or prevent the consummation of the transactions contemplated hereby. Seller shall file and pursue that certificate of need approval ("**CON Approval**") required by the State of Illinois and Purchaser shall cooperate with Seller to provide information necessary for the CON Approval.

11. **CONVEYANCES.** Conveyance of the Real Property to Purchaser shall be by Special Warranty Deed (the "**Deed**"), containing full warranties of title for matters affecting title that occurred during Seller's ownership of the Property, free and clear of all liens, encumbrance and security interests, also containing the covenants set forth in Section 22, subject only to the Permitted Exceptions. Conveyance of the FF&E and Personal Property shall be by Bill of Sale (the "**Bill of Sale**") from Seller to Purchaser containing full warranties of title free and clear of all liens, encumbrances and security interests other than the Permitted Exceptions. Conveyance of the Intangible Property shall be by General Assignment (the "**General Assignment**") from Seller to Purchaser, containing full warranties of title and free and clear of all liens, encumbrances and security interest other than the Permitted Exceptions. Purchaser agrees that the presence of the Personal Property at the Facility on the Closing Date shall constitute delivery thereof.

12. **CLOSING DELIVERIES.**

a. **Purchaser's Closing Deliveries.** On or before the Closing Date, Purchaser agrees that it will deliver into the Closing Escrow (except as otherwise set forth below) executed originals of the following documents, in form and substance reasonably satisfactory to counsel for Seller and Purchaser ("**Purchaser's Closing Deliveries**"):

i. Deposit by wire transfer into the Closing Escrow, the balance of the Purchase Price due at Closing after crediting the Escrow Deposit, plus or minus the prorations and credits due at Closing.

ii. Such documents, certifications and statements as may be required by the Title Company to issue the Title Policy including, without limitation, a Title Company Disbursement Statement signed by Purchaser approving each and every one of the payments and disbursements made by the Title Company through the Closing Escrow.

iii. A Certificate of Good Standing or similar document for Purchaser from the Secretary of State of the state in which such Purchaser is organized, and certified copies of the resolutions of Purchaser authorizing the execution, delivery and consummation of this Agreement and the execution, delivery and consummation of all other agreements and documents executed in connection herewith, including all instruments required hereunder, sufficient in form and content to meet the requirements of law relevant to such transactions and certified by the managers of Purchaser as adopted and in full force and effect and unamended as of Closing.

iv. The Escrow Holdback Agreement.

#18-026 County Nursing Home

- v. A date-down certificate dated as of the Closing Date certifying that all of the representations and warranties made and given by Purchaser in this Agreement are true and correct as of the Closing Date.
- vi. Such further instruments and documents as are reasonably necessary to complete the transfer of the Property to Purchaser in accordance with the terms of this Agreement.
- b. **Seller's Closing Deliveries.** On or before the Closing Date, Seller will deliver into the Closing Escrow (except as otherwise set forth below) executed originals of the following documents, in form and substance reasonably satisfactory to counsel for Purchaser and Seller ("**Seller's Closing Deliveries**"):
 - i. The Deed conveying the Real Property from Seller to Purchaser, executed by Seller.
 - ii. The Bill of Sale for the FF&E and Personal Property at the Facility from Seller to Purchaser.
 - iii. The General Assignment for the Intangible Property, from Seller to Purchaser.
 - iv. Resolutions of the Champaign County Board (the "**Board**") authorizing Seller to execute the closing documents, sufficient in form and content to meet the requirements of law relevant to such transactions, which resolutions shall be certified to be true copies by the Clerk of the Board.
 - v. Such documents, certifications and statements as may be required by the Title Company to issue the Title Policy including, without limitation, a copy of the Title Company Disbursement Statement signed by Seller approving the payments and disbursements made by the Title Company.
 - vi. Any statement, affidavit or undertaking required by the Title Company in order to give Purchaser good and clear title to the Property per the requirements of this Agreement.
 - vii. Real Estate Transfer Tax Declarations for the Real Property, if any.
 - viii. A date-down certificate certifying that all of the representations and warranties made and given by Seller in this Agreement are true and correct as of the Closing Date.
 - ix. Copies of any payoff letters or releases with respect to any Removable Exceptions and any other mortgage secured by the Property.
 - x. The Escrow Holdback Agreement.

#18-026 County Nursing Home

xi. Such further instruments and documents as are reasonably necessary to complete the transfer of the Property to Purchaser in accordance with the terms of this Agreement.

13. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller hereby represents and warrants to Purchaser that the following statements are true and correct as of the date hereof and will be true and correct on the Closing Date:

a. **Status.** Seller is a public body corporate and politic under the laws of the State of Illinois and is duly qualified to own property and conduct business in the State of Illinois.

b. **Authority.** Seller has the full right, power and authority to enter into this Agreement.

c. **Necessary Action.** Seller has taken all action required under its organizational documents necessary to enter into this Agreement. This Agreement has been duly executed and delivered by Seller.

d. **Compliance with Agreements.** The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated herein, and all related documents will not result in a default under any deed of trust, mortgage, note, agreement, organizational document, or other instrument or obligation to which Seller is a party or by which the Property may be bound or affected and which will not be released, paid off or otherwise satisfied in connection with or prior to the Closing.

e. **Binding Agreement.** This Agreement and all agreements to which Seller will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Seller and are and will be enforceable against Seller in accordance with the respective terms hereof and thereof, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies.

f. **Title.** Seller has fee simple title to the Real Property, free and clear of all liens, encumbrances, covenants, conditions, restrictions, leases, tenancies, licenses, claims and options, except for the Permitted Exceptions.

g. **No Default.** To the best of Seller's knowledge, there is no default by Seller with respect to any obligations under any mortgage, contract, lease or other agreement affecting or relating to the Property.

h. **Litigation.** There are no lawsuits, investigations or other proceedings pending or, to Seller's knowledge, threatened against the Seller related to the Facility or Seller's right to own the Property or Seller's right to enter into this Agreement, other than as set forth in **Schedule 13(h)**. To Seller's knowledge, there are no ongoing audits of the Facility's billing by any third-party payor.

i. **AS IS.** Purchaser acknowledges and agrees that neither Seller nor any agent or representative of Seller have made, and Seller is not liable or responsible for or bound in

#18-026 County Nursing Home

any manner by any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information or inducements pertaining to the physical condition of the Property, and specifically, the Facility, including all environmental matters, the quantity, character, fitness and quality thereof, merchantability, fitness for particular purpose, the income, expenses or operation thereof, the value and profitability thereof, the structural and mechanical condition of the buildings, structures and improvements situated thereon, the plumbing, heating, air conditioning, electric and ventilating systems serving the Property and any other matter or thing whatsoever with respect thereto. Purchaser acknowledges, agrees, represents and warrants that it has and shall have the opportunity to inspect the Property and all matters comprising the Property, including the Facility, and has or shall have access to information and data relating to all of same as Purchaser deems necessary, prudent, appropriate or desirable for the purposes of this transaction. Purchaser acknowledges that it is fully familiar with the Property and Purchaser expressly agrees to accept the Property "AS IS, WHERE IS AND WITH ALL FAULTS," in its current condition, subject to reasonable wear and tear. In addition to, and without limiting the foregoing, Purchaser further acknowledges and agrees that the Property is conveyed in its "AS IS" condition with respect to environmental matters, and Purchaser hereby assumes the risk that adverse past, present or future conditions may not be revealed in its inspection or investigation.

j. **Financial Statements.** To the best of Seller's knowledge, the financial statements furnished to New Operator and Purchaser are true, correct and complete in all respects, fairly represent the financial condition of New Operator and are not misleading in any respect.

k. **Survival of Representations or Warranties.** The representations and warranties of Seller under this Agreement shall survive the Closing of the transaction contemplated hereunder for the period of eighteen (18) months after the Closing Date; provided, however, that the representations and warranties set forth in **Section 13(a)** (Status) and **Section 13(b)** (Authority), together with any right to indemnification for breach thereof, shall survive the Closing and continue in full force and effect for the maximum period permitted by applicable law.

14. **PURCHASER'S REPRESENTATIONS AND WARRANTIES.** Purchaser hereby warrants and represents to Seller that the following statements are true and correct as of the date hereof and will be true and correct on the Closing Date:

a. **Status.** Purchaser is a limited liability company duly formed and validly existing under the laws of the State of Illinois and is duly qualified to own property and conduct business in the State of Illinois.

b. **Authority.** Purchaser has full right, power and authority to enter into this Agreement.

c. **Necessary Action.** Purchaser has taken all action required under its organizational documents necessary to enter into this Agreement. This Agreement has been duly executed and delivered by Purchaser.

#18-026 County Nursing Home

d. **Survival of Representations and Warranties.** The representations and warranties of Purchaser under this Agreement shall survive the closing of the transactions completed hereunder for a period of eighteen (18) months after the Closing Date; provided, however, that the representations and warranties set forth in **Section 14(a)** (Status of Seller) and **Section 14(b)** (Authority), together with any right to indemnification for breach thereof, shall survive the Closing and continue in full force and effect for the maximum period permitted by applicable law.

15. **CONDITIONS TO PURCHASER'S OBLIGATIONS.** Purchaser's obligations under this Agreement, including the obligation to pay the Purchase Price and close this transaction, are contingent and subject to fulfillment of each of the following conditions prior to the Closing Date, any one of which may be waived by Purchaser in writing (collectively, "**Purchaser's Conditions Precedent**"):

a. **Certification.** Between the Effective Date and the Closing Date, there shall not have been any material adverse change in the regulatory status or condition of any of Seller's certifications for the Facility's participation in the Medicare and Medicaid reimbursement programs.

b. **Seller's Representations, Warranties and Covenants.** Seller's representations, warranties and covenants contained in this Agreement or in any certificate or document delivered in connection with this Agreement or the transactions contemplated herein shall be true as of the Closing Date as though such representations, warranties and covenants were then again made.

c. **Seller's Performance.** Seller shall have performed all of its obligations and covenants under this Agreement that are to be performed prior to or at Closing.

d. **Closing Deliveries.** Seller shall have executed and delivered all of Seller's Closing deliveries per **Section 12(b)**.

e. **Title Insurance.** On the Closing Date, Seller shall deliver insurable fee simple title to the Real Property, subject only to the Permitted Exceptions.

f. **Change in Ownership.** There has been no change in the ownership, operation or control of the Property (or any portion thereof) between the Effective Date and the Closing Date.

g. **Absence of Litigation.** No action or proceeding has been instituted or, to Seller's knowledge, threatened before any court or governmental body or authority the result of which is reasonably likely to prevent the acquisition by Purchaser of the Property, or the consummation of the transaction contemplated hereby. There are no orders which are entered after execution of this Agreement and prior to Closing and which shall result in the immediate forced closing of the Facility prior to the Closing Date.

h. **No Material Adverse Change.** Since the end of the Inspection Period, there shall have been no material adverse change in the physical condition of the Property. For purposes of this Agreement "material adverse change" shall mean any event, occurrence or change that is materially adverse to the physical condition of the Property, when taken

#18-026 County Nursing Home

as a whole, but shall exclude any adverse effect resulting from, arising out of or relation to (A) war or terrorism, (B) acts of God; (C) changes affecting the Illinois senior housing industry generally, (D) changes in business or economic conditions in the United States generally, (E) actions made pursuant to the terms of this Agreement, the OTA or with Seller's express written consent; or (F) any announcement or disclosure of the pendency of the transactions set forth herein or in the OTA.

i. **Removal of Personal Property Liens.** The Property shall be free and clear of all liens, claims and encumbrances other than those expressly permitted herein or that will be paid or otherwise satisfied by Seller on the Closing Date.

j. **Zoning.** Purchaser shall receive zoning compliance letters reflecting the Property's compliance with respect to the Facility and permitting the continued operation by Purchaser or New Operator of the Facility on the Property as a skilled nursing facility, provided, Purchaser timely requested the same. There shall not be any change in the use of the Facility since the issuance of the zoning compliance letters to Purchaser.

k. **New Licenses.** Provided New Operator timely applied to IDPH and used best efforts to submit a correct and complete application, New Operator shall have received adequate assurance of obtaining the IDPH License, which may occur by receipt of a letter or email from IDPH stating that the License shall be issued upon notification of the Closing.

l. **Personal Property; FF&E.** All FF&E and other Personal Property shall be located at the Facility on the Closing Date. Unless specifically permitted pursuant to the terms of this Agreement, Seller shall not have removed any FF&E or Personal Property from the Facility.

m. **Licenses and Census.** To the extent required by law, as of the Closing Date:

i. The Facility is licensed by IDPH, which license shall on the Closing Date be in good standing and full force and effect, permitting the operation of the Facility as a skilled nursing facility with 243 skilled nursing beds (the "**Licensed Beds**").

ii. The Facility is not subject to a denial for payment of new admissions.

iii. The Facility shall be in substantial compliance with and certified for participation in Medicaid and Medicare programs, which certifications shall on the Closing Date be in good standing and full force and effect, subject to no waivers and limitations.

iv. On the date of the Closing, the census of residents at the Facility (based upon the immediately preceding seven (7) days prior to Closing Date) with verified payor sources shall be not less than 87.5% of the census of residents at the Facility (based upon the immediately preceding seven (7) days prior to the Effective Date) with verified payor sources.

#18-026 County Nursing Home

n. **Code Violations.** There shall be no outstanding Life Safety Code or IDPH violations that have not been corrected at least three (3) business days prior to the Closing Date.

o. **Schedules and Exhibits.** Purchaser shall have approved of any Exhibits or Schedules added hereto, or updated, following the Effective Date.

p. **Operations Transfer Agreement.** Seller and New Operator shall have entered into the OTA in the form of **Exhibit C**. All conditions precedent required for the consummation of the transactions set forth in the OTA shall have been met, except for the Closing hereunder.

q. **Accuracy of Representations and Warranties of Seller.** No representation or warranty by or on behalf of Seller contained in this Agreement, and no statement by or on behalf of Seller in any certificate, list, exhibit or other instrument furnished or to be furnished to Purchaser by or on behalf of Seller pursuant hereto, contains any materially untrue statement, or omits or will omit to state any fact which is material and necessary in order to make the statements contained therein, in light of the circumstances under which they are made, not misleading in a material way. For the avoidance of doubt, and notwithstanding anything herein to the contrary, Seller shall have no liability for any inaccuracy or breach of any representation or warranty if Purchaser had knowledge of said inaccuracy or breach or the underlying facts giving rise to such inaccuracy or breach, before the Closing.

r. **Special Use Permit.** The City of Urbana, Illinois shall have issued such opinions and/or new permits, if needed, allowing a non-governmental entity to own and operate the Property.

s. **Board Approval.** The Board shall have approved the disposition of the Property by a vote of a two-thirds majority of the full Board.

16. **CONDITIONS TO SELLER'S OBLIGATIONS.** All obligations of Seller under this Agreement are subject to fulfillment of each of the following conditions prior to the Closing Date (or on the Closing Date where so indicated), any one or all of which may be waived by Seller in writing (collectively, "***Seller's Conditions Precedent***"):

a. **Purchaser's Representations, Warranties and Covenants.** Purchaser's representations, warranties and covenants contained in this Agreement or in any certificate or document delivered in connection with this Agreement or the transactions contemplated herein shall be true at the Effective Date and as of the date of Closing as though such representations, warranties and covenants were then again made.

b. **Purchaser's Performance.** Purchaser shall have performed its obligations and covenants under this Agreement that are to be performed prior to or at Closing, including but not limited to application for all appropriate licenses and delivery of all of Purchaser's Closing deliveries.

#18-026 County Nursing Home

c. **Absence of Litigation.** No action or proceeding shall have been instituted, nor any judgment, order or decree entered by any court or governmental body or authority preventing the acquisition by Purchaser of the Property or the acquisition by Purchaser of the Personal Property or the consummation of any other transaction contemplated hereby.

d. **Closing Deliveries.** On the Closing Date, Purchaser shall have executed and delivered to Seller all of Purchaser's Closing Deliveries under **Section 12(a)**.

e. **Board Approval.** The Board shall have approved the disposition of the Property by a vote of two-thirds majority of the full Board.

f. **Special Use Permit.** The City of Urbana, Illinois shall have issued such opinions and/or new permits, if needed, allowing a non-governmental entity to own and operate the Property.

17. ACCESS TO RECORDS.

a. **Facility Records.** On the Closing Date, Seller shall leave at the Facility for Purchaser or New Operator all of Seller's records for the existing Facility employees and residents.

b. **Seller's Access to Records.** Subsequent to the Closing Date, Purchaser and New Operator shall grant Seller and its respective agents and representatives access to (upon reasonable prior notice and during normal business hours), including the right to make copies of, the books and records and supporting material of the Facility relating to the period prior to and including the Closing Date, at Seller's own expense, to, among other things, enable Seller to investigate and defend audits, claims, litigation or to file or defend cost reports.

c. **Purchaser's and New Operator's Access to Records.** Subsequent to the Closing Date, Seller shall grant Purchaser, New Operator and their respective agents and representatives reasonable access to (upon reasonable prior notice and during normal business hours), including the right to make copies of, books and records and supporting material of the Facility relating to the three (3) year period prior to the Closing Date, at Purchaser's or New Operator's own expense and to the extent reasonably necessary to enable Purchaser and New Operator to investigate and defend audits, claims, litigation or to file or defend cost reports.

18. CASUALTY/CONDEMNATION.

a. **Notice.** Seller shall promptly notify Purchaser of any casualty damage it becomes aware of, or notice of condemnation that Seller receives prior to the Closing Date.

b. **Non-Substantial Damage from Casualty.** If: (A) any portion of the Property is damaged by fire or casualty after the Effective Date and is not repaired and restored substantially to its original condition prior to Closing, and (B) at the time of Closing the estimated cost of repairs is Two Hundred Fifty Thousand Dollars (\$250,000) or less, as determined by an independent adjuster engaged by Seller, and (C) for other reasons Purchaser has not otherwise elected to terminate pursuant to **Section 20(a)(ii)**, Purchaser

#18-026 County Nursing Home

shall be required to purchase the Property in accordance with the terms of this Agreement, and at Seller's option, (i) Purchaser shall receive a credit at Closing of the estimated cost of repairs determined by the aforesaid independent adjuster and Seller shall retain all insurance claims and proceeds with respect thereto; or (ii) at Closing, Seller shall: (1) assign to Purchaser, without recourse, all insurance claims and proceeds with respect thereto (less sums theretofore expended in connection with such fire or casualty, if any, by Seller, including for temporary repairs or barricades) (in which event Purchaser shall have the right to participate in the adjustment and settlement of any insurance claim relating to said damage), and (2) credit Purchaser at Closing with an amount equal to Seller's insurance deductible. Seller shall have no liability or obligation with respect to the quantity or condition of the Property to the extent affected by such fire or casualty and shall be released from any representation and warranty regarding same to the extent affected by such fire or casualty. Notwithstanding the foregoing, Purchaser shall not be obligated to purchase the Property as set forth in this section in the event that such casualty materially interferes with the ability to operate the Facility as a skilled nursing facility with the Licensed Beds, in the sole discretion of Purchaser.

c. **Substantial Damage from Casualty.** If, at the time of Closing, the estimated cost of repairing such damage is more than Two Hundred Fifty Thousand Dollars (\$250,000) with respect to the Facility, as determined by such independent adjuster, Purchaser may, in its sole discretion: (i) terminate this Agreement by notice to Seller within ten (10) days after receipt of notice of such casualty (which shall be deemed a termination pursuant to Section 20(a)(ii) of this Agreement); or (ii) proceed to Closing in accordance with Section 18(b).

d. **Condemnation.** If, prior to Closing, a "material" portion of the Property is taken by eminent domain, then Purchaser shall have the right, within fifteen (15) days after receipt of notice of such material taking, to terminate this Agreement (which shall be deemed a termination pursuant to Section 20(a)(i) of this Agreement). If Purchaser elects to proceed and to consummate the purchase despite said material taking (such election being deemed to have been made unless Purchaser notifies Seller in writing to the contrary within fifteen (15) days after notice from Seller to Purchaser of any taking), or if there is less than a material taking prior to Closing, there shall be no reduction in or abatement of the Purchase Price, Purchaser shall be required to purchase the Property in accordance with the terms of this Agreement and Seller shall assign to Purchaser, without recourse, all of Seller's right, title and interest in and to any award made or to be made in the eminent domain proceeding (in which event Purchaser shall have the right to participate in the adjustment and settlement of such eminent domain proceeding). For the purpose of this section, the term "material" shall mean any taking of in excess of ten percent (15%) of the square footage of the Facility or twenty percent (20%) of the Real Property associated with the Facility that would: (i) adversely affect Purchaser's or New Operator's ability after said taking to operate the Facility in compliance with the IDPH License; or (ii) eliminate after said taking a means of egress and ingress to and from the Facility to a public right of way; or (iii) cause the use of the Facility after said taking to no longer be in compliance with all applicable zoning and building rules, regulations and ordinances.

#18-026 County Nursing Home

19. INDEMNIFICATION.

a. **Indemnification by Purchaser.** Subject to the first dollar Basket and Ceiling described below, Purchaser agrees to indemnify and hold harmless Seller from and against all liabilities, claims, losses, demands and causes of action of any nature whatsoever (collectively, "**Losses**") arising out of: (i) any breach by Purchaser of its obligations, representations, warranties or covenants hereunder, (ii) injury to or death of persons or loss of or damage to property occurring on the Property or at the Facility on or after the Closing Date, (iii) any Third Party Claims (as hereinafter defined) or (iv) any liability which may arise from ownership, use or condition of the Property after the Closing Date to the extent it relates to the ownership or use of the Property on or after the Closing Date. Purchaser further agrees to pay any reasonable attorneys' fees and expenses incident to the defense by Seller of any such Losses (as hereinafter defined).

b. **Indemnification by Seller.** Subject to the first dollar Basket and Ceiling described below, Seller hereby agrees to indemnify and hold harmless Purchaser from and against all Losses arising out of: (i) any breach by Seller of its obligations, representations, warranties or covenants hereunder, (ii) injury to or death of persons or loss of or damage to property occurring on or at the Facility prior to the Closing Date or in any manner growing out of or connected with the use or occupancy of the Facility or the condition thereof, or the use of any adjoining sidewalks, streets or ways on or prior to the Closing Date, (iii) any Third Party Claims, or (iv) any liability which may arise from ownership, use or condition of the Property before the Closing Date to the extent it relates to the ownership or use of the Property before the Closing Date. Seller further agrees to pay any reasonable attorneys' fees and expenses incident to the defense by Purchaser of any such Losses.

c. **Indemnification Claims.** In the event that any liability, claim (including any Third Party Claim), demand or cause of action which is indemnified against by or under any term, provision, section or paragraph of this Agreement ("**Indemnitee's Claim**") is made against or received by any indemnified party (hereinafter "**Indemnitee**") hereunder, said Indemnitee shall notify the indemnifying party (hereinafter "**Indemnitor**") in writing within twenty one (21) calendar days of Indemnitee's receipt of written notice of said Indemnitee's Claim; provided, however, that Indemnitee's failure to timely notify Indemnitor of Indemnitee's receipt of an Indemnitee's Claim shall not impair, void, vitiate or invalidate Indemnitor's indemnity hereunder nor release Indemnitor from the same, which duty, obligation and indemnity shall remain valid, binding, enforceable and in full force and effect so long as Indemnitee's delay in notifying Indemnitor does not, solely by itself, directly and materially prejudice Indemnitor's right or ability to defend the Indemnified Claim. Upon its receipt of any or all Indemnitee's Claim(s), Indemnitor shall diligently and vigorously defend, compromise or settle said Indemnitee's Claim at Indemnitor's sole and exclusive cost and expense and shall promptly provide Indemnitee evidence thereof within twenty one (21) calendar days of the final, unappealable resolution of said Indemnitee's Claim, provided such claim is for litigation only. In the event of an Indemnitee's Claim unrelated to litigation (e.g., Medicaid takeback), Indemnitor shall be responsible for any damages, costs or expenses to Indemnitee, including, but not limited to, attorneys' fees incurred as a result of the indemnification event to be paid to Indemnitee within thirty (30) days of written demand for the same.

#18-026 County Nursing Home

Upon the receipt of the written request of Indemnatee, Indemnitor shall within fourteen (14) calendar days provide Indemnatee a true, correct, accurate and complete written status report regarding the then-current status of said Indemnatee's Claim. Indemnatee may not settle or compromise an Indemnatee's Claim without Indemnitor's prior written consent. Failure to obtain such consent shall be deemed forfeiture by Indemnatee of its indemnification rights hereunder.

d. **Third Party Claim.** As used herein, "**Third Party Claim**" shall mean any claim, suit, or proceeding that is instituted against an Indemnatee by a person or entity other than an Indemnitor and which, if prosecuted successfully, would result in a Loss for which such Indemnatee is entitled to indemnification hereunder.

e. **Basket.** Neither Seller nor Purchaser shall have the right to assert any Indemnatee's Claim unless the claim, in the aggregate with any other claims proposed to be asserted by such Indemnatee, exceeds Fifty Thousand Dollars (\$50,000) (the "**Basket**"), provided, however, that if and when such threshold is reached and thereafter, any and all claims shall be payable from the first dollar of such Losses, provided, however, the Basket shall not apply to indemnification for any Losses related to Recapture claims.

f. **Ceiling.** The maximum amount of liability that any party shall have to the other in all circumstances for any and all Losses or any other indemnification obligation related to this Agreement shall not exceed in the aggregate, an amount equal to One Million Dollars (the "**Ceiling**").

g. **Escrow Holdback.** On the Closing Date, Seller shall deposit in an interest-bearing escrow account with the Title Company the total sum equal to three percent (3%) of the Purchase Price (the "**Escrow Holdback**"). The Escrow Holdback shall be held by the Title Company and distributed in accordance with the terms of an escrow holdback agreement to be entered into by and among the Seller, Purchaser and New Operator (the "**Escrow Holdback Agreement**"). The purpose of the Escrow Holdback shall be to provide Purchaser and New Operator with readily available funds for satisfaction of all payment of any amounts due with respect to any of the Seller's indemnification obligations pursuant to this Agreement and to New Operator under the OTA, in all instances made before the three (3) year anniversary of the Closing Date (the "**Escrow Release Date**"). On the one (1) year anniversary of the Closing Date, a portion of the Escrow Holdback shall be released to Seller such that the balance of the funds remaining in the Escrow Holdback shall be equal to two percent (2%) of the Purchase Price. On the two (2) year anniversary of the Closing Date, a portion of the Escrow Holdback shall be released to Seller such that the balance of the funds remaining in the Escrow Holdback shall be equal to One Percent (1%) of the Purchase Price. On the Escrow Release Date, the Title Company shall deliver to Seller all amounts remaining in the Escrow Holdback, provided that on such date there does not exist a pending or unresolved Escrow Claim, in which event the amount of such pending or unresolved claim shall remain in the Escrow Holdback until paid to either Seller, Purchaser or New Operator in connection with the resolution of such claim.

#18-026 County Nursing Home

h. **Indemnification Survival.**

i. The representations and warranties in **Section 13** and **Section 14** and the parties' obligations under this **Section 19** shall survive the Closing and remain effective for a period of for a period of eighteen (18) months from the Closing Date, except for those related to the representations and warranties specifically surviving the Closing until barred by applicable law (collectively, the "*Survival Period*").

ii. Notwithstanding any provision herein to the contrary, no claim may be asserted from the breach of any representation, warranty, covenant, or agreement contained herein after the expiration of the Survival Period as set forth in **Section 19(c)(i)**. Notwithstanding any limitation set forth in **Section 19(c)**, neither party shall be precluded from continuing to seek a remedy for claims initiated prior to the expiration of the Survival Period or other deadline for the making of claims or for filing claims or counterclaims that arise out of claims made prior to the expiration of the Survival Period or other deadline for the making of claims.

20. **TERMINATION.**

a. **Termination.** This Agreement may be terminated at any time prior to the Closing under the following circumstances:

i. the mutual written consent of all parties hereto;

ii. by Purchaser, if Seller is unable to meet a condition precedent prior to the Closing Date (as the same may be extended) as required by the terms of this Agreement or is in breach of its obligation to consummate the transaction contemplated by this Agreement pursuant to the terms hereof, and such breach has not been (A) waived in writing by Purchaser or (B) cured by Seller within ten (10) days after notice to Seller of such breach; provided, however, that in lieu of the termination rights offered under this clause (a), Purchaser may instead seek specific performance of this transaction; or

iii. by Seller, if Purchaser is unable to meet a condition precedent prior to the Closing Date (as the same may be extended) as required by the terms of this Agreement, including, specifically Seller's receipt of Board approval per **Section 16(e)**, or if Purchaser is in breach of its obligation to consummate the transaction contemplated by this Agreement pursuant to the terms hereof, and such breach has not been (A) waived in writing by Seller or (B) cured by Purchaser within ten (10) days after notice to Purchaser of such breach.

b. **Effect of Termination.**

i. In the event this Agreement is terminated in accordance with the terms of **Section 20(a)**, the provisions of this Agreement shall immediately become void and of no further force and effect, except with respect to this **Section 20** and as otherwise specifically provided for in this Agreement.

#18-026 County Nursing Home

ii. In the event that this Agreement is terminated in accordance with the terms of **Section 20(a)(i)** (including provisions deemed a termination of this Agreement by virtue of that Section), the entire Escrow Deposit shall be delivered to Purchaser and each party will thereafter be relieved of any obligation to the other party with respect to this Agreement, except as otherwise specifically provided for in this Agreement.

iii. In the event that this Agreement is terminated in accordance with the terms of **Section 20(a)(ii)** (or provisions deemed a termination of this Agreement by virtue of that Section), the entire Escrow Deposit shall be returned to Purchaser and Purchaser shall be entitled to reimbursement from Seller of all of Purchaser's out of pocket costs and expenses related to the potential acquisition of the Facility, including, without limitation, legal fees and fees paid to third parties in connection with Purchaser's Due Diligence Review.

iv. In the event that this Agreement is terminated in accordance with the terms of **Section 20(a)(iii)** (or provisions deemed a termination of this Agreement by virtue of that Section), the entire Escrow Deposit shall be delivered to Seller as Seller's sole and exclusive remedy.

v. Notwithstanding the foregoing, in the event that this Agreement is terminated in accordance with the terms of **Section 20(a)(iii)** as a result of the Board failing to approve the transaction as required by **Section 16(e)** or the failure of the City of Urbana to issue the Special Use as required by **Section 16(f)**, the entire Escrow Deposit shall be returned to Purchaser.

21. LIABILITIES.

a. **Seller's Liabilities.** Except as otherwise set forth in this Agreement, Purchaser does not assume, and shall not be liable for, any debts, liabilities or obligations of Seller including, but not limited to, any (i) liabilities or obligations of Seller to its creditors, (ii) liabilities or obligations of Seller with respect to any acts, events or transactions occurring after the Closing Date, (iii) liabilities or obligations of Seller for any federal, state, county or local taxes applicable to or assessed against Seller or the assets or business of Seller, or applicable to, incurred by and accrued or assessed against the Facility for periods on or prior to the Closing Date, (iv) contingent liabilities or obligations of Seller, whether known or unknown by Seller, Purchaser or New Operator, (v) any liabilities with respect to the Facility prior to the Closing Date or (vi) any other liabilities resulting from any act or failure to act by Seller on or prior to the Closing Date.

b. **Purchaser's Liabilities.** Except as otherwise set forth in this Agreement, Seller does not assume, and shall not be liable for, any debts, liabilities or obligations of Purchaser including, but not limited to, any (i) liabilities or obligations of Purchaser to its creditors, (ii) liabilities or obligations of Purchaser with respect to any acts, events or transactions occurring on or after the Closing Date, (iii) liabilities or obligations of Purchaser for any federal, state, county or local taxes applicable to or assessed against Purchaser or the assets or business of Purchaser, or applicable to, incurred by and accrued or assessed against the Facility on or after the Closing Date, (iv) contingent liabilities or

#18-026 County Nursing Home

obligations of Purchaser, whether known or unknown by Purchaser, New Operator or Seller, or (v) any other liabilities resulting from any act or failure to act by Purchaser after the Closing Date.

c. **Anti-Sandbagging.** Notwithstanding anything herein to the contrary, neither party shall have liability for any inaccuracy or breach of any representation or warranty if, before the closing, the other party had actual knowledge of said inaccuracy or breach or the underlying facts giving rise to such inaccuracy or breach.

22. POST-CLOSING COVENANTS.

a. **Use Covenants.** Purchaser hereby covenants that beginning on the Closing Date and continuing through December 31, 2027:

i. **Property Use .** The Facility shall be operated as a skilled nursing facility with at least 220 licensed beds. The Facility shall not be used for any purpose except as a skilled nursing facility, geriatric center, long-term care facility or assisted living facility, provided it complies with **Section 22(a)(iii)** in all applicable instances.

ii. **Residents.** All persons who are residents of the Facility on the Commencement Date shall continue to be residents after the Commencement Date. New Operator shall not transfer any existing resident to another facility unless: (i) the resident has provided written consent; (ii) there is a medical necessity as determined by a medical professional in accordance with standard industry practice; (iii) the resident does not have a payor source, or (iv) the resident is a danger to the facility, the employees of the facility, and/or the other residents as determined by a medical professional in accordance with standard industry practice.

iii. **Medicaid Beds.** At least fifty percent (50%) of the licensed beds shall be primarily reserved and certified for Medicaid Managed Eligible Participants to the extent allowed by law and New Operator will use commercially reasonable efforts to accept all Medicaid Managed Eligible Participants. Medicaid Managed Eligible Participants means those individuals that are eligible to participate in the Illinois Medicaid as determined by HFS and/or other applicable governmental agencies.

iv. **Priority to County Residents.** New Operator shall provide priority for admissions to residents of Champaign County, Illinois where there are insufficient beds for both individuals within Champaign County, Illinois and outside of Champaign County, Illinois.

b. **Employees.** Purchaser shall ensure that New Operator: (i) re-hires all of the current employees at the Facility on the Closing Date who pass a background check at their current salary levels, (ii) does not terminate 10% or more of the current employees within the first 60 days following the Closing Date and (iii) does not terminate 20% or more of the current employees during the first 6 months after the Closing Date. Nothing in this paragraph, however, shall create any right in favor of any person not a party hereto, including the exiting employees, or constitute an employment agreement or condition of employment for any employee of Seller.

#18-026 County Nursing Home

c. **Liquidated Damages.** The terms and conditions of this **Section 22** (and of **Section 19 of the OTA**) are fundamental terms of the sale transaction upon which Seller relied when entering into this Agreement. If there occurs a breach of **Section 22** by Purchaser or of **Section 19 of the OTA** by Purchaser, New Operator or their successors or assigns, Purchaser shall pay to Seller the amount equal to 5% of the Purchase Price, as liquidated damages ("**Liquidated Damages**") within five (5) business days of request. At Seller's sole discretion, it may require prior to Closing, delivery of an upstream corporate guaranty of Purchaser's obligation to pay the Liquidated Damages from an entity approved by Seller and in a form and substance acceptable to Seller. The parties intend that the Liquidated Damages constitute compensation and not a penalty. The parties acknowledge and agree that Seller's harm caused by a breach of **Section 22** would be very difficult to accurately estimate and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a breach.

d. **Successors and Assigns.** The use restrictions set forth in this **Section 22** shall apply to Purchaser's successors and assigns, although Purchaser shall in no event be relieved of and may, at Seller's sole discretion, be included on the Deed.

e. **Survival.** This **Section 22(a)** shall survive the termination of this Agreement until December 31, 2027. Although, as of the Effective Date, Purchaser does not intend to sell or transfer ownership of the Facility, Purchaser may transfer ownership of the Facility at any time (in accordance with applicable laws) provided that Purchaser provides evidence satisfactory to Seller that the party to whom Purchaser proposes to transfer the Facility has agreed to comply with the terms of **Section 22(a)** and **Section 22(b)** and assume Purchaser's liquidated damages obligations.

f. **Notification of Breach.** Purchaser agrees to (i) promptly notify Seller of any breach to Section 22(a), and (ii) provide reasonable documentation necessary to confirm Purchaser's compliance with Section 22(a) as may be reasonably requested by Seller from time to time.

PUBLICITY. Neither Purchaser nor Seller shall, and each shall cause their respective affiliates, representatives and agents not to, issue or cause the publication of any press release, public or private announcement with respect to the transactions contemplated by this Agreement (including, an announcement or communication to any employee of the Facility) without the express prior written approval of the other party, except as necessary in connection with New Operator's efforts to obtain the IDPH License.

24. **NOTICES.** Any notice, request or other communication to be given by any party hereunder shall be in writing and shall be deemed adequately given only if (i) sent by personal delivery, (ii) by Federal Express or other overnight messenger service, (iii) first class registered or certified mail, postage prepaid, return receipt requested or (iv) by electronic mail, and addressed to the party for whom such notices are intended, addressed in each case as follows:

#18-026 County Nursing Home

To Seller: Champaign County Board
 c/o C. Pius Weibel, Chair
 1776 East Washington Street
 Urbana, Illinois 61802
 Email: cweibel@co.champaign.il.us

 Champaign County Board
 c/o Debra Busey, Intermin County Adminstator
 1776 East Washington Street
 Urbana, Illinois 61802
 Email: dbusey@co.champaign.il.us

with a copy to: Polsinelli PC
 150 N. Riverside Plaza, Suite 3000
 Chicago, IL 60606
 Attention: Charles Sheets, Esq.
 Email: CSheets@Polsinelli.com

If to Manager: SAK Management Sevices, LLC
 One Northfield Plaza, Suite 210
 Northfield, IL 60093
 Attn: Suzanne Koenig
 Email: skoenig@sakmgmt.com

If to Purchaser: Altitude Acquisitions, LLC
 2201 Main Street
 Evanston, Illinois 60202
 Attention: Mr. William Rothner
 arothner@altitudehs.com

with a copy to: Gutnicki LLP
 4711 Golf Road, Suite 200
 Skokie, IL 60076
 Attention: Stacy J. Flanigan
 Email: sflanigan@gutnicki.com

Each such notice and other communication under this Agreement shall be effective or deemed delivered or furnished (a) if given by mail, on the third business day after such communication is deposited in the mail; (b) if given by electronic mail, when such communication is transmitted to the email address specified above if sent before 5:00 p.m. (Central), otherwise on the following business day; and (c) if given by hand delivery, when left at the address specified above, and (d) if sent by recognized overnight carrier, then on the next business day immediately following the day sent. The above addresses may be changed by notice of such change, delivered as provided herein, to the last address designated.

25. **BROKERS.** Seller hereby represents, covenants, and warrants to Purchaser that, except for Marcus & Millichap, it has employed no broker with respect to the transactions contemplated under this Agreement, and Seller hereby indemnifies Purchaser with respect to any claims of

#18-026 County Nursing Home

brokers claiming to represent Seller with respect to the transactions contemplated under this Agreement. Purchaser hereby represents, covenants, and warrants to Seller that it has employed no broker with respect to the transactions contemplated under this Agreement, and Purchaser hereby indemnifies Seller with respect to any claims of brokers claiming to represent Purchaser with respect to the transactions contemplated under this Agreement.

26. **CONSENT.** Whenever the consent of a party is required hereunder, such consent shall not be unreasonably withheld, delayed or conditioned, unless this Agreement provides that such consent is given at the sole discretion of a party or as otherwise expressly provided for herein to the contrary.

27. **ASSIGNMENT.** Seller may not assign its rights hereunder without the prior written consent of Purchaser, and Purchaser may not assign its rights hereunder without the prior written consent of Seller other than with respect to a newly created affiliated entity, which shall assume and be responsible for all obligations of Purchaser set forth herein. Notwithstanding the foregoing, Purchaser shall remain liable for any pre-closing liabilities under this Agreement.

28. **CONSENT.** Whenever the consent of a party is required hereunder, such consent shall not be unreasonably withheld, delayed or conditioned, unless this Agreement provides that such consent is given at the sole discretion of a party or as otherwise expressly provided for herein to the contrary.

29. **EXHIBITS AND SCHEDULES.** Each Recital, Exhibit and Schedule shall be considered incorporated into this Agreement.

30. **TIME IS OF THE ESSENCE.** Time shall be of the essence in this Agreement.

31. **AMENDMENTS; SOLE AGREEMENT.** This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by the parties hereto. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and the parties acknowledge and understand that, upon completion, all such Schedules and Exhibits shall be deemed to be made a part collectively hereof.

32. **SUCCESSORS.** Subject to the limitations on assignment set forth above, all the terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the heirs, successors and assigns of the parties hereto.

33. **CAPTIONS.** The captions and table of contents of this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

34. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of laws' provisions. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement or any agreements or transactions contemplated hereby shall be brought exclusively in the state courts located in Champaign County, Illinois, or the federal courts located in the Central District of Illinois, and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. Each party

#18-026 County Nursing Home

hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, to the address set forth in the notice section hereof, such service to become effective three (3) business days after such mailing.

35. **SEVERABILITY.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and each such provision shall be valid and remain in full force and effect.

36. **USAGE.** All nouns and pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons, firm or firms, corporation or corporations, entity or entities or any other thing or things may require. "Any" or "any" when used in this Agreement shall mean "any and all." The word "including" when used in this Agreement, means "including, without limitation."

37. **HOLIDAYS.** Whenever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday or nationally recognized legal holiday, such time for performance shall be extended to the next business day.

38. **COUNTERPARTS; .PDF SIGNATURES.** This Agreement may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument. Signatures exchanged by email in .pdf format shall be treated as original signatures of the parties for the purposes hereto.

39. **NO JOINT VENTURE.** Nothing contained herein shall be construed as forming a joint venture or partnership between the parties hereto with respect to the subject matter hereof. The parties hereto do not intend that any third party shall have any rights under this Agreement.

40. **NO STRICT CONSTRUCTION.** The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any of the parties hereto.

41. **ATTORNEYS FEES.** If any legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

42. **WAIVER OF JURY TRIAL. EACH PARTY HERETO WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED IN CONNECTION HERewith OR HEREAFTER AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**

[Signature Page Follows]

#18-026 County Nursing Home

IN WITNESS WHEREOF, the hereto have caused this Agreement to be signed by persons authorized to do so on behalf of each of them respectively as of the day and year first above written.

SELLER:

THE COUNTY OF CHAMPAIGN,
ILLINOIS, a public body corporate and
politic of the State of Illinois

Attest:

By: C. Pius Weibel
C. Pius Weibel, County Board Chair

By: Gordy Hulten
Gordy Hulten, County Clerk

PURCHASER:

ALTITUDE ACQUISITIONS, LLC, an
Illinois limited liability company

By: _____
Name: _____
Its: _____

#18-026 County Nursing Home

IN WITNESS WHEREOF, the hereto have caused this Agreement to be signed by persons authorized to do so on behalf of each of them respectively as of the day and year first above written.

SELLER:

THE COUNTY OF CHAMPAIGN,
ILLINOIS, a public body corporate and
politic of the State of Illinois


Attest:

By: _____
C. Pius Weibel, County Board Chair

By: _____
Gordy Hulten, County Clerk

PURCHASER:

ALTITUDE ACQUISITIONS, LLC, an
Illinois limited liability company

By: 
Name: _____
Its: _____

#18-026 County Nursing Home

Schedule 9(c)(ii)

PERMITTED TITLE EXCEPTIONS

1. The land lies within the boundaries of St. Joseph Drainage District No. 3 and the Thomas Paine Sub-District thereof and is subject to assessments thereunder.
2. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
3. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes. This includes but is not limited to the dedications recorded September 18, 1956 as Document 573410 and 71R11777.
4. Easement in favor of Illinois Power Company, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded December 8, 1989 in Book 1666 at page 815 as document no. 89R24240.
5. Easement in favor of Illinois Power company d/b/a AmerenIP, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded June 6, 2005 as document no. 200515058.
6. Easement in favor of Illinois Power company d/b/a AmerenIP, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded May 7, 2009 as document no. 2009R12976.
7. Easement in favor of Illinois Power company d/b/a AmerenIP, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded March 14, 2011 as document no. 2011R05489.

#18-026 County Nursing Home

Schedule 9(c)(iii)

PERMITTED EXCEPTIONS – EASEMENTS AND COVENANTS TO BE RECORDED

1. Declaration of Covenants and Restrictions dated as of even date herewith by the County of Champaign for the benefit of the Property.

#18-026 County Nursing Home

Schedule 13(h)

LITIGATION

None.

#18-026 County Nursing Home

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 of Champaign County Nursing Home Subdivision, a part of the City of Urbana, Illinois, per plat recorded _____, 2018 as Document No. _____, in Champaign County, Illinois.

Common Address: 500 South Art Bartell Road, Urbana, Illinois 61802

Parcel No.: 92-21-16-200-_____

#18-026 County Nursing Home

EXHIBIT B

Strict Joint Order Escrow

#18-026 County Nursing Home

EXHIBIT C

Operations Transfer Agreement

#18-026 County Nursing Home

Section I, Identification, General Information, and Certification **Operating Identity/Licensee**

A Certificate of Good Standing for the University Rehabilitation Center of C-U, LLC is attached at Attachment – 3.

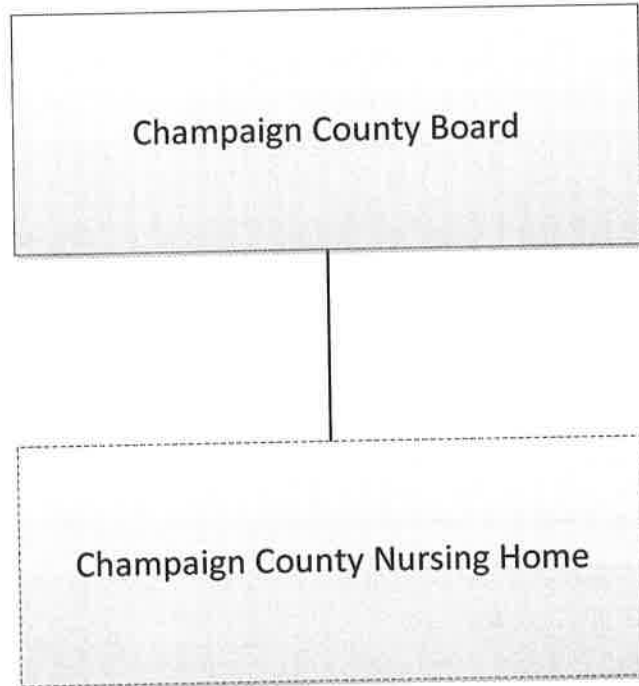
#18-026 County Nursing Home

Section I, Identification, General Information, and Certification **Organizational Relationships**

The pre-transaction and post-transaction organizational charts for the Nursing Home are attached at Attachment – 4.

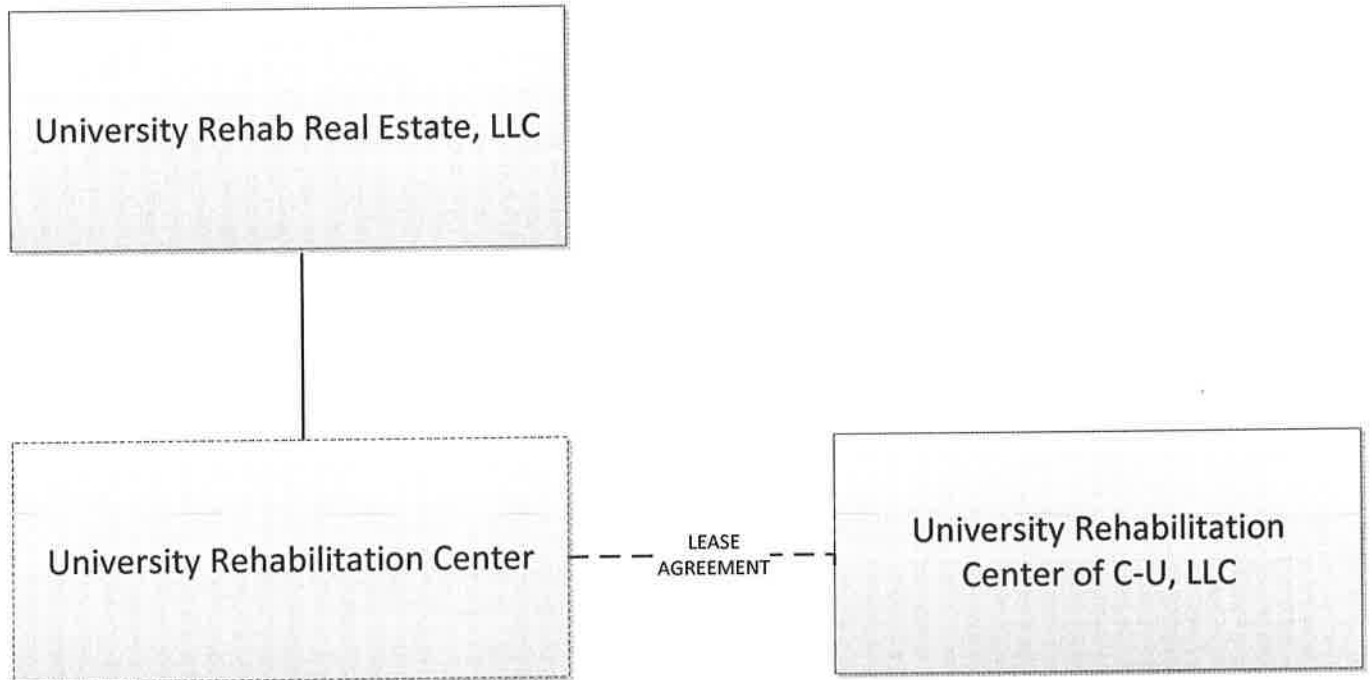
#18-026 County Nursing Home

CURRENT ORGANIZATIONAL STRUCTURE



#18-026 County Nursing Home

PROPOSED ORGANIZATIONAL STRUCTURE



#18-026 County Nursing Home

Section I, Identification, General Information, and Certification **Flood Plain Requirements**

The Applicants propose a change of ownership of the Nursing Home. The proposed project involves no construction or modernization. Accordingly, this criterion is not applicable.

#18-026 County Nursing Home

Section I, Identification, General Information, and Certification **Historic Resources Preservation Act Requirements**

The Applicants propose a change of ownership of the Nursing Home. The proposed project involves no construction or modernization. Accordingly, this criterion is not applicable.

#18-026 County Nursing Home

Section I, Identification, General Information, and Certification Cost Space Requirements

| Cost Space Table | | | | | | | |
|---------------------------|---------------------|-------------------|----------|---|------------|----------------|---------------|
| Dept. / Area | Cost | Gross Square Feet | | Amount of Proposed Total Gross Square Feet That Is: | | | |
| | | Existing | Proposed | New Const. | Modernized | As Is | Vacated Space |
| CLINICAL | | | | | | | |
| Nursing | \$11,000,000 | 133,192 | | | | 133,192 | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Total Clinical | \$11,000,000 | 133,192 | | | | 133,192 | |
| | | | | | | | |
| NON CLINICAL | \$0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Total Non-clinical | \$0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | \$11,000,000 | 133,192 | | | | 133,192 | |

#18-026 County Nursing Home

Section III, Project Purpose, Background and Alternatives – Information Requirements **Criterion 1110.230, Project Purpose, Background and Alternatives**

Background of the Applicant

1. The Champaign County Board currently owns and operates the Nursing Home. A copy of the Nursing Home's license issued by the Illinois Department of Public Health ("IDPH") is attached at Attachment – 11A.
2. Certified listings of any adverse action taken against any facility owned and/or operated by the Applicants are attached at Attachments – 11B and 11C.
3. Authorizations permitting the State Board and IDPH access to any documents necessary to verify information submitted, including, but not limited to: official records of IDPH or other State agencies and the records of nationally recognized accreditation organizations are attached at Attachment – 11B and 11C.
4. The Applicants have not previously submitted an application for permit during this calendar year. Accordingly, this criterion is not applicable.

#18-026 County Nursing Home

3) 9)

State of Illinois Department of Public Health

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

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

| EXPIRATION DATE | LD NUMBER |
|-----------------------------------|----------------------|
| 02/17/2019 | 0046664 |
| LONG TERM CARE LICENSE SKILLED | CATEGORY BGBE 243 |
| UNRESTRICTED | 243 TOTAL BEDS |

BUSINESS ADDRESS
LICENSEE

CHAMPAIGN COUNTY BOARD

CHAMPAIGN COUNTY NURSING HOME
500 SOUTH ART BARTELL DRIVE
URBANA IL 61802
EFFECTIVE DATE: 02/18/18

The face of this license has a colored background. Printed by Authority of the State of Illinois • 5/16

#18-026 County Nursing Home



CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 East Washington Street, Urbana, Illinois 61802-4581

ADMINISTRATIVE, BUDGETING, PURCHASING, & HUMAN RESOURCE
MANAGEMENT SERVICES

Debra Busey, Interim County Administrator

August 15, 2018

Richard Sewell
Vice Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Vice Chair Sewell:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 an adverse action as defined in 77 IAC 1130.140 has been taken against the nursing home owned or operated by Champaign County during the three-year period prior to filing this application.

- NH 17-30296 – Type “AA” violation sustained, abuse and neglect deficiency deleted, and conditional license rescinded.
- NH17-S0335/NH 17-C0336 – Type “A” violation sustained, abuse deficiency deleted, and conditional license rescinded.

Additionally, pursuant to 77 Ill. Admin. Code § 1110.230(a)(3)(C), I hereby authorize the Health Facilities and Services Review Board (“HFSRB”) and the Illinois Department of Public Health (“IDPH”) access to any documents necessary to verify information submitted as part of this application for permit. I further authorize HFSRB and IDPH to obtain any additional information or documents from other government agencies which HFSRB or IDPH deem pertinent to process this application for permit.

Sincerely,

Debra Busey
Interim County Administrator

Subscribed and sworn to me
This 15 day of August, 2018

Notary Public



WWW.CO.CHAMPAIGN.IL.US

(217) 384-3896 FAX

#18-026 County Nursing Home

University Rehabilitation Center of C-U, LLC

August 15, 2018

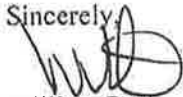
Richard Sewell
Vice Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Vice Chair Sewell:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 that no adverse action as defined in 77 IAC 1130.140 has been taken against any nursing home owned or operated by University Rehabilitation Center of C-U, LLC, an Illinois limited liability company, in the State of Illinois during the three year period prior to filing this application.

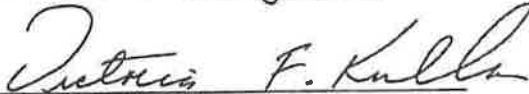
Additionally, pursuant to 77 Ill. Admin. Code § 1110.230(a)(3)(C), I hereby authorize the Health Facilities and Services Review Board ("HFSRB") and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted as part of this application for permit. I further authorize HFSRB and IDPH to obtain any additional information or documents from other government agencies which HFSRB or IDPH deem pertinent to process this application for permit.

Sincerely,



William Rothner
Manager

Subscribed and sworn to me
This 15th day of August, 2018



Notary Public



#18-026 County Nursing Home

University Rehab Real Estate, LLC

August 15, 2018

Richard Sewell
Vice Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Vice Chair Sewell:


I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 that no adverse action as defined in 77 IAC 1130.140 has been taken against any nursing home owned or operated by University Rehab Real Estate, LLC, an Illinois limited liability company, in the State of Illinois during the three year period prior to filing this application.

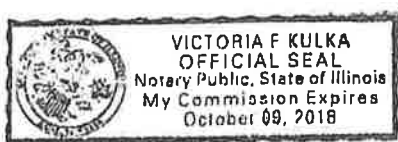
Additionally, pursuant to 77 Ill. Admin. Code § 1110.230(a)(3)(C), I hereby authorize the Health Facilities and Services Review Board ("HFSRB") and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted as part of this application for permit. I further authorize HFSRB and IDPH to obtain any additional information or documents from other government agencies which HFSRB or IDPH deem pertinent to process this application for permit.

Sincerely,


William Rothner
Manager

Subscribed and sworn to me
This 15th day of August, 2018


Notary Public



#18-026 County Nursing Home

Section III, Project Purpose, Background and Alternatives – Information Requirements. **Criterion 1110.230(b), Project Purpose, Background and Alternatives**

Purpose of the Project

1. The purpose of this project is to ensure that the residents of Champaign County continue to have access to quality long-term care services, and to ensure that there will be a continued commitment to the provision of care to the underserved and indigent residents of Champaign County. The purpose of changing the licensee of the Nursing Home is to maintain access to high quality skilled nursing home services for residents of Champaign County.

Champaign County Nursing Home started as a poor farm and has since evolved into a long-term care facility providing 24-hour care. Historically, the Nursing Home has accepted all residents regardless of ability to pay. Importantly, approximately 70 percent of the residents are Medicaid beneficiaries. Over the past several years, Champaign County has incurred significant losses in operating the Nursing Home. Over the past three and a half years, these losses have averaged \$1.235 million annually. See Attachments 12A – 12C. The losses are primarily driven by the large number of Medicaid residents served by the Nursing Home. In 2017, Medicaid reimbursement averaged \$133.73 per Medicaid resident day (i.e., total Medicaid revenue/total Medicaid resident days); however, operating expenses averaged \$209.47 per resident day. As a result, the facility incurred an operating margin loss of \$75.74 per Medicaid resident per day, or \$3,130,637.16.

The financial impact upon Champaign County of continuing to operate the Nursing Home is untenable. Nevertheless, Champaign County has been continuously committed to providing care to its underprivileged and elderly for over 100 years. Thus, Champaign County set out to explore options of how to continue to provide care at the Nursing Home in a fiscally responsible manner.

The Champaign County Board approved the sale of the nursing home to University Rehabilitation Center of C-U, LLC, who has expertise in value engineering and can implement programs designed to improve quality and reduce costs that are unavailable to Champaign County. Through value engineering, University Rehabilitation Center of C-U, LLC will redesign resident care and eliminate functional redundancies to ensure that the residents of Champaign County continue to have access to high quality skilled nursing home services in the future.

2. A map of the market area for the Nursing Home is attached at Attachment – 12D. The market area encompasses a 17 mile radius around the Nursing Home. The boundaries of the market area of are as follows:
 - North 17 miles to Rantoul.
 - Northwest 17 miles to Mahomet.
 - West 17 miles to Seymour
 - Southwest 17 miles to Ivesdale.
 - South 17 miles to Villa Grove.
 - Southeast 17 miles to Sidney.
 - East 17 miles to Fithian.
 - Northeast 17 miles to Royal.

#18-026 County Nursing Home

12/31/17

Champaign County Nursing Home Balance Sheet

1

ASSETS

Current Assets

Cash

| | |
|------------|--------------|
| Cash | \$265,592.69 |
| Petty Cash | \$300.00 |
| Total Cash | \$265,892.69 |

Rec., Net of Uncollectible Amounts

| | |
|--|----------------|
| Accts Rec-Nursing Home Private Pay | \$2,329,564.96 |
| Accts Rec-Nursing Home Med Adv/ HMO/ Ins | \$1,143,533.65 |
| Total Rec., Net of Uncollectible Amounts | \$3,473,098.61 |

Rec., Net of Uncollectible Amounts

| | |
|--|----------------|
| Accts Rec-Nursing Home Hospice | \$111,875.60 |
| Allowance for Uncollectible Accts-Private Pay | (\$319,701.19) |
| Allowance for Uncollectible Accts-Patient Care P | (\$605,988.38) |
| Allowance for Uncollectible Accts-Patient Care H | \$11,807.46 |
| Total Rec., Net of Uncollectible Amounts | (\$802,006.51) |

Accrued Interest

| | |
|---------------------------------|--------------|
| Interest Receivable | (\$9.57) |
| Property Tax Revenue Receivable | \$269,881.61 |
| Total Accrued Interest | \$269,872.04 |

Intergvt. Rec., Net of Uncollectibl

| | |
|--|----------------|
| Due From Collector Funds | \$0.00 |
| Due from Other Governmental Units | \$1,373,589.45 |
| Due from IL Public Aid | \$338,541.54 |
| Due from IL Department of Aging-Title XX | \$94,366.65 |
| Due from US Treasury-Medicare | \$414,403.85 |
| Due From VA-Adult Daycare | \$69,017.85 |
| Due From VA-Nursing Home Care | \$240,995.23 |
| Allowance for Uncollectible Accts-IPA | (\$21,701.51) |
| Allowance for Uncollectible Accts-Medicare | (\$9,375.60) |
| Allowance For Uncollectible Accts-VA Adult Day C | (\$1,350.71) |
| Total Intergvt. Rec., Net of Uncollectibl | \$2,498,486.75 |

Prepaid Expenses

| | |
|------------------------|--------------|
| Prepaid Expenses | \$128,443.26 |
| Stores Inventory | \$0.00 |
| Total Prepaid Expenses | \$128,443.26 |

Long-Term Investments

| | |
|------------------------------|----------------|
| Patient Trust Cash, Invested | \$15,829.52 |
| Total Long-Term Investments | \$15,829.52 |
| Total Current Assets | \$5,849,616.36 |

#18-026 County Nursing Home

Champaign County Nursing Home Balance Sheet

12/31/17

2

Fixed Assets

| | |
|--|------------------|
| Nursing Home Buildings | \$23,473,119.72 |
| Improvements not Buildings | \$1,083,202.49 |
| Equipment, Furniture & Autos | \$1,654,610.55 |
| Construction in Progress | \$0.00 |
| Accumulated Depreciation-Land Improvements | (\$374,342.27) |
| Accumulated Depreciation-Equipment, Furniture, & | (\$1,345,719.03) |
| Accumulated Depreciation-Buildings | (\$6,446,305.49) |
| Total Fixed Assets | \$18,044,565.97 |
| Total ASSETS | \$23,894,182.33 |

#18-026 County Nursing Home

12/31/17

Champaign County Nursing Home Balance Sheet

3

LIABILITIES & EQUITY

Current Liabilities

| | |
|--------------------------------|----------------|
| A/R Refunds | (\$10,183.23) |
| Accounts Payable | \$5,018,319.91 |
| Accounts Payable Suspense Acc | \$0.00 |
| Salaries & Wages Payable | \$332,647.84 |
| Interest Payable - Bonds | \$22,933.41 |
| Due To Accounts Payable Fund | (\$216.40) |
| Due to General Corporate Fund | \$726,802.00 |
| Due to Other Funds | \$0.00 |
| Due to Others (Non-Government) | (\$3.68) |
| Tax Anticipation Notes Payable | \$128,935.02 |
| Notes Payable | \$279.66 |
| Total Current Liabilities | \$6,219,514.53 |

Non-Current Liabilities

| | |
|---------------------------------|----------------|
| Nursing Home Patient Trust Fund | \$15,829.52 |
| Bonds Payable | \$2,265,000.00 |
| Accrued Compensated Absences | \$191,230.36 |
| Total Non-Current Liabilities | \$2,472,059.88 |
| Total Current Liabilities | \$8,691,574.41 |

Equity

| | |
|------------------------------|------------------|
| Revenues | (\$21.60) |
| Retained Earnings-Unreserved | \$16,521,560.26 |
| Year To Date Earnings | \$0.00 |
| Contributed Capital | \$0.00 |
| Year To Date Earnings | (\$1,318,930.74) |
| Total Equity | \$15,202,607.92 |
| Total LIABILITIES & EQUITY | \$23,894,182.33 |

#18-026 County Nursing Home

| Champaign County Nursing Home | | | | | | |
|--|--------------|--------------|--------------|----------------|----------------|----------------|
| Actual vs Budget Statement of Operations | | | | | | |
| 12/31/17 | | | | | | |
| Description | Actual | Budget | Variance | YTD Actual | YTD Budget | Variance |
| Operating Income | | | | | | |
| Miscellaneous Revenue | 1,089.90 | 1,076.00 | 13.90 | 2,776.28 | 13,000.00 | (10,223.72) |
| Medicare A Revenue | 219,110.24 | 225,830.00 | (6,719.76) | 1,834,120.59 | 2,710,125.00 | (876,004.41) |
| Medicare B Revenue | 5,034.79 | 17,913.00 | (12,878.21) | 185,529.22 | 215,000.00 | (49,470.78) |
| Medicaid Revenue | 380,777.31 | 547,730.00 | (166,952.69) | 5,527,611.39 | 6,573,145.00 | (1,045,533.61) |
| Private Pay Revenue | 354,034.96 | 293,736.00 | 60,298.96 | 3,343,003.77 | 3,525,063.00 | (182,059.23) |
| Adult Day Care Revenue | 13,722.85 | 19,576.00 | (5,853.15) | 193,883.05 | 235,000.00 | (41,116.95) |
| Total Income | 973,770.05 | 1,105,861.00 | (132,090.95) | 11,066,924.30 | 13,271,333.00 | (2,204,408.70) |
| Operating Expenses | | | | | | |
| Administration | 271,813.03 | 291,438.00 | 19,624.97 | 3,369,763.98 | 3,495,111.00 | 125,347.02 |
| Environmental Services | 68,871.89 | 95,260.00 | 26,388.11 | 1,110,540.89 | 1,142,064.00 | 31,523.11 |
| Laundry | 15,985.58 | 17,646.00 | 1,660.42 | 161,831.27 | 210,993.00 | 49,161.73 |
| Maintenance | 88,455.52 | 22,634.00 | (65,821.52) | 255,771.81 | 270,519.00 | 14,747.19 |
| Nursing Services | 474,108.94 | 491,035.00 | 16,926.06 | 5,888,119.30 | 5,890,948.00 | 2,828.70 |
| Activities | 19,941.27 | 26,426.00 | 6,484.73 | 235,072.02 | 316,485.00 | 81,412.98 |
| Social Services | 19,776.82 | 23,733.00 | 3,956.08 | 228,954.30 | 284,081.00 | 57,126.70 |
| Physical Therapy | 20,325.93 | 30,590.00 | 10,264.07 | 298,579.70 | 366,519.00 | 69,939.30 |
| Occupational Therapy | 19,736.38 | 33,629.00 | 13,892.62 | 232,454.54 | 402,987.00 | 170,532.46 |
| Speech Therapy | 1,498.91 | 8,978.00 | 7,479.09 | 54,784.09 | 107,637.00 | 52,852.91 |
| Respiratory Therapy | 1,040.00 | 4,578.00 | 3,538.00 | 17,698.77 | 54,925.00 | 37,226.23 |
| Total This Department | 2,538.91 | 13,556.00 | 11,017.09 | 72,482.86 | 162,562.00 | 90,079.14 |
| Food Services | 121,813.50 | 118,538.00 | (3,274.50) | 1,195,887.36 | 1,421,346.00 | 225,458.64 |
| Barber & Beauty | 3,843.18 | 7,800.00 | 3,956.82 | 70,545.93 | 93,061.00 | 22,515.07 |
| Adult Day Care | 15,798.00 | 18,399.00 | 2,603.00 | 181,700.89 | 220,040.00 | 38,339.11 |
| Alzheimers and Related Disorders | 20,848.04 | 59,991.00 | 39,342.96 | 302,607.06 | 719,364.00 | 416,756.94 |
| Total Expenses | 1,163,635.09 | 1,250,676.00 | 87,040.91 | 13,800,311.91 | 14,996,078.00 | 1,395,766.09 |
| Net Operating Income | (189,865.04) | (144,815.00) | (45,050.04) | (2,533,387.61) | (1,724,745.00) | (808,642.61) |
| NonOperating Income | | | | | | |
| Local Taxes | 100,796.26 | 98,803.00 | 1,993.26 | 1,209,592.67 | 1,185,658.00 | 23,934.67 |
| Miscellaneous NI Revenue | | 351.00 | (351.00) | 4,864.20 | 4,300.00 | 564.20 |
| Total NonOperating Income | 100,796.26 | 99,154.00 | 1,642.26 | 1,214,456.87 | 1,189,958.00 | 24,498.87 |
| Net Income (Loss) | (89,068.78) | (45,661.00) | (43,407.78) | (1,318,930.74) | (534,787.00) | (784,143.74) |

#18-026 County Nursing Home

| Champaign County Nursing Home | | | | | | |
|--|------------|--------------|--------------|---------------|---------------|----------------|
| Actual vs Budget Statement of Operations | | | | | | |
| 12/31/17 | | | | | | |
| Description | Actual | Budget | Variance | YTD Actual | YTD Budget | Variance |
| Operating Income | | | | | | |
| Miscellaneous Revenue | | | | | | |
| Lunch Reimbursement | 340.00 | 163.00 | 177.00 | 733.00 | 2,000.00 | (1,267.00) |
| Late Charge, NSF Check Charge | | 413.00 | (413.00) | (486.36) | 5,000.00 | (5,486.36) |
| Other Miscellaneous Revenue | 749.90 | 500.00 | 249.90 | 2,529.64 | 6,000.00 | (3,470.36) |
| Total Miscellaneous Revenue | 1,089.90 | 1,076.00 | 13.90 | 2,776.28 | 13,000.00 | (10,223.72) |
| Medicare A Revenue | | | | | | |
| Medicare A | 156,045.42 | 75,273.00 | 80,772.42 | 1,124,549.31 | 903,375.00 | 221,174.31 |
| NH_Pt_Care - Medicare Advantage/ Hmo | 58,908.01 | 150,557.00 | (91,648.99) | 678,078.72 | 1,806,750.00 | (1,128,671.28) |
| ARD_Pt Care - Medicare Advantage/ HMO | 4,156.81 | | 4,156.81 | 31,492.56 | | 31,492.56 |
| Total Medicare A Revenue | 219,110.24 | 225,830.00 | (6,719.76) | 1,834,120.59 | 2,710,125.00 | (876,004.41) |
| Medicare B Revenue | | | | | | |
| Medicare B | 5,034.79 | 17,913.00 | (12,878.21) | 165,529.22 | 215,000.00 | (49,470.78) |
| Total Medicare B Revenue | 5,034.79 | 17,913.00 | (12,878.21) | 165,529.22 | 215,000.00 | (49,470.78) |
| Medicaid Revenue | | | | | | |
| Medicaid Title XIX (IDHFS) | 302,812.71 | 444,729.00 | (141,916.29) | 4,307,580.25 | 5,336,836.00 | (1,029,255.75) |
| ARD - Medicaid Title XIX (IDHFS) | 46,549.36 | 69,724.00 | (23,174.64) | 701,435.02 | 836,798.00 | (135,362.98) |
| Patient Care-Hospice | 31,415.24 | 33,209.00 | (1,793.76) | 513,957.31 | 398,574.00 | 115,383.31 |
| ARD Patient Care - Hospice | | 68.00 | (68.00) | 4,638.81 | 937.00 | 3,701.81 |
| Total Medicaid Revenue | 380,777.31 | 547,730.00 | (166,952.69) | 5,527,611.39 | 6,573,145.00 | (1,045,533.61) |
| Private Pay Revenue | | | | | | |
| VA-Veterans Nursing Home Care | 24,815.99 | 30,945.00 | (6,129.01) | 507,070.34 | 371,351.00 | 135,719.34 |
| ARD - VA - Veterans Care | 880.00 | | 880.00 | 67,100.00 | | 67,100.00 |
| Nursing Home Patient Care - Private Pay | 257,083.12 | 232,123.00 | 24,960.12 | 2,255,280.07 | 2,785,520.00 | (530,239.93) |
| Nursing Home Beauty Shop Revenue | 1,432.00 | 2,913.00 | (1,481.00) | 22,945.20 | 35,000.00 | (12,054.80) |
| Medical Supplies Revenue | 2,858.00 | 5,000.00 | (2,342.00) | 25,862.77 | 60,000.00 | (34,137.23) |
| Patient Transportation Charges | 1,952.39 | 1,663.00 | 289.39 | 16,482.10 | 20,000.00 | (3,517.90) |
| ARD Patient Care- Private Pay | 65,213.46 | 21,092.00 | 44,121.46 | 448,263.29 | 253,192.00 | 195,071.29 |
| Total Private Pay Revenue | 354,034.96 | 293,736.00 | 60,298.96 | 3,343,003.77 | 3,525,063.00 | (182,059.23) |
| Adult Day Care Revenue | | | | | | |
| VA-Veterans Adult Daycare | 2,910.00 | 8,326.00 | (5,416.00) | 54,340.68 | 100,000.00 | (45,659.32) |
| IL Department Of Aging-Day Care Grant (Title XX) | 6,248.85 | 8,750.00 | (2,501.15) | 96,934.37 | 105,000.00 | (8,065.63) |
| Adult Day Care Charges-Private Pay | 4,564.00 | 2,500.00 | 2,064.00 | 42,608.00 | 30,000.00 | 12,608.00 |
| Total Adult Day Care Revenue | 13,722.85 | 19,576.00 | (5,853.15) | 193,883.05 | 235,000.00 | (41,116.95) |
| Total Income | 973,770.05 | 1,105,861.00 | (132,090.95) | 11,066,924.30 | 13,271,333.00 | (2,204,408.70) |
| Operating Expenses | | | | | | |
| Administration | | | | | | |
| Reg. Full-Time Employees | 20,170.33 | 33,736.00 | 13,565.67 | 279,582.49 | 404,777.00 | 125,194.51 |
| Reg. Part-Time Employees | | 624.00 | 624.00 | | 7,400.00 | 7,400.00 |
| Temp. Salaries & Wages | 10,951.63 | 837.00 | (10,114.63) | 75,271.70 | 10,000.00 | (65,271.70) |
| Per Diem | 144.64 | 250.00 | 105.36 | 2,304.64 | 3,000.00 | 695.36 |
| Overtime | 631.58 | | (631.58) | 5,310.89 | | (5,310.89) |
| TOPS - Balances | 397.62 | 372.00 | (25.62) | (7,615.52) | 4,442.00 | 12,057.52 |
| TOPS - FICA | 30.41 | 49.00 | 18.59 | (582.59) | 566.00 | 1,148.59 |
| Social Security - Employer | 1,270.71 | 2,678.00 | 1,407.29 | 25,754.73 | 32,070.00 | 6,315.27 |
| IMRF - Employer Cost | 614.27 | 2,952.00 | 2,337.73 | 22,462.79 | 35,424.00 | 12,961.21 |
| Workers' Compensation Insurance | 862.49 | 1,051.00 | 188.51 | 10,501.74 | 12,535.00 | 2,033.26 |
| Unemployment Insurance | 482.98 | 1,362.00 | 879.02 | 4,228.27 | 16,300.00 | 12,071.73 |

2:45 PM

Monday, June 25, 2018

Attachment - 12A

#18-026 County Nursing Home

Champaign County Nursing Home Actual vs Budget Statement of Operations

2

12/31/17

| Description | Actual | Budget | Variance | YTD Actual | YTD Budget | Variance |
|---|------------|------------|-------------|--------------|--------------|--------------|
| Employee Health/Life Insurance | 5,097.83 | 6,227.00 | 1,129.17 | 55,512.89 | 74,636.00 | 19,123.11 |
| Employee Development/Recognition | 42.70 | 212.00 | 169.30 | 352.23 | 2,500.00 | 2,147.77 |
| Employee Physicals/Lab | 70.00 | 3,750.00 | 3,680.00 | 27,527.70 | 45,000.00 | 17,472.30 |
| Stationary & Printing | 418.56 | 250.00 | (168.56) | 1,109.61 | 3,000.00 | 1,890.39 |
| Books, Periodicals & Manuals | | 24.00 | 24.00 | 472.75 | 200.00 | (272.75) |
| Copier Supplies | 561.33 | 500.00 | (61.33) | 561.33 | 6,000.00 | 5,438.67 |
| Postage, UPS, Federal Express | 841.53 | 337.00 | (504.53) | 4,588.10 | 4,000.00 | (588.10) |
| Equipment < \$2,500 | | 25.00 | 25.00 | 231.16 | 300.00 | 68.84 |
| Operational Supplies | 1,901.51 | 549.00 | (1,352.51) | 15,299.00 | 6,500.00 | (8,799.00) |
| Audit & Accounting Fees | (9,439.13) | 4,587.00 | 14,026.13 | 25,111.87 | 55,000.00 | 29,888.13 |
| Attorney Fees | 3,892.50 | 5,000.00 | 1,107.50 | 148,696.53 | 60,000.00 | (88,696.53) |
| Engineering Fees | | 1,250.00 | 1,250.00 | 2,132.38 | 15,000.00 | 12,867.62 |
| Professional Services | 47,014.22 | 41,800.00 | (5,214.22) | 630,076.35 | 501,534.00 | (128,542.35) |
| Job Required Travel Expense | 25.48 | 174.00 | 148.52 | 891.95 | 2,000.00 | 1,108.05 |
| Insurance | 22,841.42 | 24,174.00 | 1,332.58 | 274,097.04 | 290,000.00 | 15,902.96 |
| Property Loss & Liability Claims | | 174.00 | 174.00 | | 2,000.00 | 2,000.00 |
| Computer Services | 9,880.23 | 8,337.00 | (1,543.23) | 107,544.85 | 100,000.00 | (7,544.85) |
| Telephone Services | 1,374.91 | 1,674.00 | 299.09 | 16,111.98 | 20,000.00 | 3,888.02 |
| Automobile Maintenance | 53.00 | | (53.00) | 53.00 | | (53.00) |
| Equipment Maintenance | 3,507.95 | 87.00 | (3,420.95) | 4,551.83 | 1,000.00 | (3,551.83) |
| Legal Notices, Advertising | 1,866.03 | 3,337.00 | 1,470.97 | 18,846.89 | 40,000.00 | 21,153.11 |
| Photocopy Services | 1,424.14 | 898.00 | (526.14) | 7,925.59 | 10,732.00 | 2,806.41 |
| Public Relations | 673.66 | 174.00 | (499.66) | 970.35 | 2,000.00 | 1,029.65 |
| Dues & Licenses | 15,908.81 | 1,712.00 | (14,196.81) | 26,792.83 | 20,500.00 | (6,292.83) |
| Conferences & Training | | 837.00 | 837.00 | | 10,000.00 | 10,000.00 |
| Finance Charges, Bank Fees | 713.51 | 837.00 | 123.49 | 29,944.97 | 10,000.00 | (19,944.97) |
| Cable/Satellite TV Expense | 5,543.52 | 2,500.00 | (3,043.52) | 32,154.17 | 30,000.00 | (2,154.17) |
| IPA Licensing Fee | 34,128.77 | 45,575.00 | 11,446.23 | 429,186.32 | 546,790.00 | 117,603.68 |
| Fines & Penalties | 181.00 | 2,500.00 | 2,319.00 | 46,984.34 | 30,000.00 | (16,984.34) |
| General Liability Claims | | 2,500.00 | 2,500.00 | | 30,000.00 | 30,000.00 |
| Furnishings, Office Equipment | | 1,750.00 | 1,750.00 | 3,310.43 | 21,000.00 | 17,689.57 |
| Depreciation Expense | 64,700.00 | 65,238.00 | 538.00 | 771,245.02 | 782,735.00 | 11,489.98 |
| Bad Debt Expense | 19,475.40 | 16,674.00 | (2,801.40) | 222,550.36 | 200,000.00 | (22,550.36) |
| Miscellaneous Expense | | | | 42.00 | | (42.00) |
| Interest-Tax Anticipation Notes Payable | | 299.00 | 299.00 | 4,979.16 | 3,500.00 | (1,479.16) |
| Interest- Bonds Payable | 3,557.49 | 3,565.00 | 7.51 | 42,689.86 | 42,670.00 | (19.86) |
| Total Administration | 271,813.03 | 291,438.00 | 19,624.97 | 3,369,763.98 | 3,495,111.00 | 125,347.02 |
| Environmental Services | | | | | | |
| Reg. Full-Time Employees | 30,129.06 | 27,175.00 | (2,954.06) | 343,463.69 | 326,089.00 | (17,374.69) |
| Reg. Part-Time Employees | 1,443.18 | 845.00 | (598.18) | 10,577.00 | 10,019.00 | (558.00) |
| Overtime | 2,750.19 | 309.00 | (2,441.19) | 14,920.35 | 3,664.00 | (11,256.35) |
| TOPS - Balances | (1,615.50) | 250.00 | 1,865.50 | (12,305.11) | 3,000.00 | 15,305.11 |
| TOPS- FICA | (123.59) | 87.00 | 210.59 | (941.35) | 1,000.00 | 1,941.35 |
| Social Security - Employer | 1,180.36 | 2,167.00 | 1,008.64 | 28,531.11 | 25,993.00 | (538.11) |
| IMRF - Employer Cost | 1,084.27 | 2,399.00 | 1,314.73 | 29,505.22 | 28,711.00 | (794.22) |
| Workers' Compensation Insurance | 771.98 | 853.00 | 81.02 | 10,406.22 | 10,159.00 | (247.22) |
| Unemployment Insurance | 565.09 | 1,538.00 | 972.91 | 6,624.39 | 18,357.00 | 11,732.61 |
| Employee Health/Life Insurance | 2,244.27 | 7,112.00 | 4,867.73 | 35,819.63 | 85,322.00 | 49,502.37 |
| Equipment < \$2,500 | | | | 48.82 | | (48.82) |
| Operational Supplies | 4,050.33 | 4,587.00 | 536.67 | 40,522.04 | 55,000.00 | 14,477.96 |
| Gas Service | 12,011.58 | 14,587.00 | 2,575.42 | 124,065.66 | 175,000.00 | 50,934.34 |
| Electric Service | 7,256.74 | 25,000.00 | 17,743.26 | 385,775.93 | 300,000.00 | (85,775.93) |
| Water Service | 2,979.41 | 2,924.00 | (55.41) | 36,376.50 | 35,000.00 | (1,376.50) |
| Pest Control Service | 636.35 | 530.00 | (106.35) | 5,999.85 | 6,250.00 | 250.15 |
| Waste Disposal & Recycling | 3,317.06 | 2,924.00 | (393.06) | 33,393.22 | 35,000.00 | 1,606.78 |

Monday, June 25, 2018

2:45 PM

Attachment - 12A

#18-026 County Nursing Home

Champaign County Nursing Home Actual vs Budget Statement of Operations

3

12/31/17

| Description | Actual | Budget | Variance | YTD Actual | YTD Budget | Variance |
|---|------------|------------|-------------|--------------|--------------|--------------|
| Equipment Rentals | 258.00 | 299.00 | 41.00 | 3,096.00 | 3,500.00 | 404.00 |
| Sewer Service & Tax | (46.89) | 1,674.00 | 1,720.89 | 16,661.72 | 20,000.00 | 3,338.28 |
| Total Environmental Services | 68,871.89 | 95,260.00 | 26,388.11 | 1,110,540.89 | 1,142,064.00 | 31,523.11 |
| Laundry | | | | | | |
| Reg. Full-Time Employees | 11,274.58 | 7,445.00 | (3,829.58) | 92,817.78 | 89,252.00 | (3,565.78) |
| Reg. Part-Time Employees | | 832.00 | 832.00 | 3,876.66 | 9,885.00 | 6,008.34 |
| Overtime | 1,379.79 | 126.00 | (1,253.79) | 5,321.43 | 1,468.00 | (3,853.43) |
| TOPS Balances | (80.28) | 87.00 | 167.28 | (168.21) | 1,000.00 | 1,168.21 |
| TOPS - FICA | (6.14) | 12.00 | 18.14 | (12.87) | 100.00 | 112.87 |
| Social Security - Employer | 492.94 | 645.00 | 152.06 | 7,179.78 | 7,898.00 | 516.22 |
| IMRF - Employer Cost | 523.54 | 713.00 | 189.46 | 8,012.45 | 8,501.00 | 488.55 |
| Workers' Compensation Insurance | 283.22 | 258.00 | (25.22) | 2,839.53 | 3,008.00 | 168.47 |
| Unemployment Insurance | 222.51 | 460.00 | 237.49 | 1,855.07 | 5,487.00 | 3,631.93 |
| Employee Health/Life Insurance | 744.44 | 4,008.00 | 3,263.56 | 25,280.48 | 48,096.00 | 22,815.52 |
| Laundry Supplies | 617.35 | 837.00 | 219.65 | 5,542.35 | 10,000.00 | 4,457.65 |
| Linen & Bedding | | 1,674.00 | 1,674.00 | 7,718.96 | 20,000.00 | 12,281.04 |
| Operational Supplies | | | | 57.00 | | (57.00) |
| Laundry & Cleaning Service | 513.63 | 549.00 | 35.37 | 1,510.86 | 6,500.00 | 4,989.14 |
| Total Laundry | 15,965.58 | 17,646.00 | 1,680.42 | 161,831.27 | 210,993.00 | 49,161.73 |
| Maintenance | | | | | | |
| Reg. Full-Time Employees | 4,479.65 | 5,472.00 | 992.35 | 42,381.69 | 65,653.00 | 23,271.31 |
| Overtime | 385.32 | 69.00 | (316.32) | 1,754.93 | 806.00 | (948.93) |
| TOPS - Balances | (495.18) | 87.00 | 582.18 | (180.38) | 1,000.00 | 1,180.38 |
| TOPS - FICA | (37.88) | 21.00 | 58.88 | (13.80) | 230.00 | 243.80 |
| Social Security - Employer | 181.46 | 431.00 | 249.54 | 3,141.69 | 5,084.00 | 1,942.31 |
| IMRF - Employer Cost | 159.31 | 468.00 | 308.69 | 3,497.96 | 5,616.00 | 2,118.04 |
| Workers' Compensation Insurance | 128.55 | 172.00 | 43.45 | 1,262.44 | 1,987.00 | 724.56 |
| Unemployment Insurance | 90.68 | 315.00 | 224.32 | 716.42 | 3,670.00 | 2,953.58 |
| Employee Health/Life Insurance | 1,810.28 | 1,338.00 | (472.28) | 7,101.40 | 16,023.00 | 8,921.60 |
| Gasoline & Oil | | 125.00 | 125.00 | 808.80 | 1,500.00 | 691.20 |
| Tools | | 30.00 | 30.00 | (188.59) | 250.00 | 438.59 |
| Ground Supplies | 83.90 | 87.00 | 3.10 | 83.90 | 1,000.00 | 916.10 |
| Maintenance Supplies | 466.18 | 1,674.00 | 1,207.82 | 18,495.94 | 20,000.00 | 1,504.06 |
| Equipment < \$2,500 | 1,324.70 | 174.00 | (1,150.70) | 3,349.30 | 2,000.00 | (1,349.30) |
| Operational Supplies | 443.97 | 30.00 | (413.97) | 1,320.11 | 250.00 | (1,070.11) |
| Professional Services | 1,451.73 | 31.00 | (1,420.73) | 1,451.73 | 350.00 | (1,101.73) |
| Automobile Maintenance | 281.20 | 837.00 | 555.80 | 4,442.60 | 10,000.00 | 5,557.40 |
| Equipment Maintenance | 2,773.31 | 2,087.00 | (686.31) | 20,880.27 | 25,000.00 | 4,119.73 |
| Equipment Rentals | | 12.00 | 12.00 | | 100.00 | 100.00 |
| Nursing Home Building Repair/Maintenance | 28,440.28 | 8,337.00 | (20,103.28) | 94,764.04 | 100,000.00 | 5,235.96 |
| Dues & Licenses | | | | 75.00 | | (75.00) |
| Conferences & Training | | | | 353.38 | | (353.38) |
| Landscaping Services | 896.00 | | (896.00) | 896.00 | | (896.00) |
| Parking Lot/Sidewalk Maintenance | | 837.00 | 837.00 | 1,384.90 | 10,000.00 | 8,615.10 |
| Nursing Home Building Construction/Improvements | 45,592.08 | | (45,592.08) | 47,992.08 | | (47,992.08) |
| Total Maintenance | 88,455.52 | 22,834.00 | (65,621.52) | 255,771.81 | 270,519.00 | 14,747.19 |
| Nursing Services | | | | | | |
| Reg. Full-Time Employees | 163,147.46 | 129,158.00 | (33,989.46) | 1,732,133.72 | 1,549,830.00 | (182,303.72) |
| Reg. Part-Time Employees | 10,281.36 | 3,860.00 | (6,421.36) | 100,062.02 | 46,276.00 | (53,786.02) |
| Temp. Salaries & Wages | 14,070.25 | 5,000.00 | (9,070.25) | 222,573.16 | 60,000.00 | (162,573.16) |
| Overtime | 62,011.66 | 27,404.00 | (34,607.66) | 629,867.96 | 328,749.00 | (301,118.96) |
| TOPS - Balances | 5,955.89 | 837.00 | (5,118.89) | (21,412.83) | 10,000.00 | 31,412.83 |
| No Benefit Full-Time Employees | 98,720.27 | 105,997.00 | 7,276.73 | 1,131,874.80 | 1,271,942.00 | 140,267.20 |

2:45 PM

Monday, June 25, 2018

Attachment - 12A

#18-026 County Nursing Home

| Champaign County Nursing Home | | | | | | | 4 |
|--|-------------|------------|------------|--------------|--------------|-------------|---|
| Actual vs Budget Statement of Operations | | | | | | | |
| 12/31/17 | | | | | | | |
| Description | Actual | Budget | Variance | YTD Actual | YTD Budget | Variance | |
| No Benefit Part-Time Employees | 18,362.09 | 23,489.00 | 5,126.91 | 237,090.54 | 281,868.00 | 44,777.46 | |
| TOPS - FICA | 455.62 | 72.00 | (383.62) | (1,638.08) | 765.00 | 2,403.08 | |
| Social Security - Employer | 13,750.11 | 22,559.00 | 8,808.89 | 289,965.37 | 270,708.00 | (19,257.37) | |
| IMRF - Employer Cost | 10,757.34 | 24,919.00 | 14,161.66 | 300,244.25 | 299,017.00 | (1,227.25) | |
| Workers' Compensation Insurance | 8,588.53 | 8,819.00 | 230.47 | 101,592.03 | 105,806.00 | 4,213.97 | |
| Unemployment Insurance | 6,535.30 | 7,590.00 | 1,054.70 | 50,960.54 | 91,069.00 | 40,108.46 | |
| Employee Health/Life Insurance | 24,821.75 | 28,850.00 | 4,028.25 | 313,185.50 | 346,112.00 | 32,926.50 | |
| Books, Periodicals & Manuals | | 174.00 | 174.00 | 292.77 | 2,000.00 | 1,707.23 | |
| Stocked Drugs | 934.35 | 3,092.00 | 2,157.65 | 37,806.93 | 37,093.00 | (713.93) | |
| Pharmacy Charges-Public Aid | 790.40 | 1,921.00 | 1,130.60 | 17,394.42 | 22,975.00 | 5,580.58 | |
| Oxygen | 3,248.69 | 1,412.00 | (1,836.69) | 12,816.96 | 16,900.00 | 4,083.04 | |
| Incontinence Supplies | 3,266.35 | 9,268.00 | 6,001.65 | 67,636.45 | 111,194.00 | 43,557.55 | |
| Pharmacy Charges - Insurance | 2,043.08 | 9,769.00 | 7,725.92 | 74,887.43 | 117,129.00 | 42,241.57 | |
| Equipment < \$2,500 | | 837.00 | 837.00 | 4,388.53 | 10,000.00 | 5,611.47 | |
| Operational Supplies | 19,623.48 | 17,069.00 | (2,554.48) | 147,351.53 | 204,795.00 | 57,443.47 | |
| Pharmacy Charges-Medicare | 10,945.39 | 8,423.00 | (2,522.39) | 96,806.24 | 101,043.00 | 4,236.76 | |
| Medical/Dental/Mental Health | (17,200.00) | 4,174.00 | 21,374.00 | 37,925.00 | 50,000.00 | 12,075.00 | |
| Professional Services | 10,575.52 | 31,674.00 | 21,098.48 | 196,655.51 | 380,000.00 | 183,344.49 | |
| Job Require Travel | | | | 56.71 | | (56.71) | |
| Laboratory Fees | 396.19 | 1,400.00 | 1,003.81 | 5,474.05 | 16,745.00 | 11,270.95 | |
| Equipment Rentals | 1,910.00 | 2,500.00 | 590.00 | 44,064.22 | 30,000.00 | (14,064.22) | |
| Dues & Licenses | | 49.00 | 49.00 | 50.00 | 500.00 | 450.00 | |
| Conferences & Training | | 500.00 | 500.00 | 1,402.00 | 6,000.00 | 4,598.00 | |
| Contract Nursing Services | | 9,174.00 | 9,174.00 | 1,905.84 | 110,000.00 | 108,094.16 | |
| Medicare Medical Services | 28.00 | 1,045.00 | 1,017.00 | 54,125.87 | 12,430.00 | (41,695.87) | |
| Medical/ Health Equipment | 89.86 | | (89.86) | 779.86 | | (779.86) | |
| Total Nursing Services | 474,108.94 | 481,035.00 | 16,926.06 | 5,888,119.30 | 5,880,946.00 | 2,826.70 | |
| Activities | | | | | | | |
| Reg. Full-Time Employees | 13,626.87 | 16,009.00 | 2,382.13 | 153,125.80 | 192,086.00 | 38,960.20 | |
| Reg. Part-Time Employees | 914.84 | 1,403.00 | 488.16 | 13,049.19 | 16,770.00 | 3,720.81 | |
| Overtime | 104.52 | 44.00 | (60.52) | 1,018.02 | 473.00 | (545.02) | |
| TOPS - Balances | 18.34 | 174.00 | 157.66 | (123.52) | 2,000.00 | 2,123.52 | |
| Part Time Non Benefit | 293.45 | | (293.45) | 293.45 | | (293.45) | |
| TOPS - FICA | 1.25 | 21.00 | 19.75 | (9.45) | 153.00 | 162.45 | |
| Social Security - Employer | 504.79 | 1,340.00 | 835.21 | 11,913.23 | 16,014.00 | 4,100.77 | |
| IMRF - Employer Cost | 485.83 | 1,474.00 | 988.17 | 13,240.00 | 17,688.00 | 4,448.00 | |
| Workers' Compensation Insurance | 361.45 | 528.00 | 166.55 | 4,900.33 | 6,259.00 | 1,358.67 | |
| Unemployment Insurance | 246.29 | 964.00 | 717.71 | 2,833.48 | 11,557.00 | 8,723.52 | |
| Employee Health/Life Insurance | 2,983.38 | 3,630.00 | 646.62 | 29,261.32 | 43,560.00 | 14,298.68 | |
| Equipment < \$2,500 | | 12.00 | 12.00 | | 100.00 | 100.00 | |
| Operational Supplies | 272.56 | 625.00 | 352.44 | 4,049.97 | 7,500.00 | 3,450.03 | |
| Professional Services | 129.70 | 150.00 | 20.30 | 1,505.20 | 1,800.00 | 294.80 | |
| Conferences & Training | | 52.00 | 52.00 | 15.00 | 525.00 | 510.00 | |
| Total Activities | 19,941.27 | 26,426.00 | 6,484.73 | 235,072.02 | 316,485.00 | 81,412.98 | |
| Social Services | | | | | | | |
| Reg. Full-Time Employees | 15,311.92 | 15,996.00 | 684.08 | 158,508.35 | 191,897.00 | 33,388.65 | |
| Reg. Part-Time Employees | | | | 5,626.81 | | (5,626.81) | |
| Overtime | 77.73 | 207.00 | 129.27 | 2,396.07 | 2,462.00 | 65.93 | |
| TOPS - Balances | (621.56) | 174.00 | 795.56 | (5,316.60) | 2,000.00 | 7,316.60 | |
| TOPS - FICA | (47.55) | 21.00 | 68.55 | (408.72) | 153.00 | 559.72 | |
| Social Security - Employer | 747.96 | 1,239.00 | 491.04 | 12,219.49 | 14,868.00 | 2,648.51 | |
| IMRF - Employer Cost | 819.99 | 1,375.00 | 555.01 | 13,622.88 | 16,423.00 | 2,800.12 | |
| Workers' Compensation Insurance | 486.98 | 487.00 | 0.02 | 4,945.59 | 5,811.00 | 865.41 | |
| Unemployment Insurance | 210.48 | 799.00 | 588.52 | 2,512.54 | 9,522.00 | 7,009.46 | |

Monday, June 25, 2018

2:45 PM

Attachment - 12A

#18-026 County Nursing Home

Champaign County Nursing Home Actual vs Budget Statement of Operations

5

12/31/17

| Description | Actual | Budget | Variance | YTD Actual | YTD Budget | Variance |
|---------------------------------|-----------|-----------|-------------|------------|------------|-------------|
| Employee Health/Life Insurance | 2,229.97 | 3,188.00 | 958.03 | 26,678.12 | 38,245.00 | 11,566.88 |
| Operational Supplies | | 24.00 | 24.00 | | 200.00 | 200.00 |
| Professional Services | 561.00 | 174.00 | (387.00) | 6,167.77 | 2,000.00 | (4,167.77) |
| Conferences & Training | | 49.00 | 49.00 | | 500.00 | 500.00 |
| Total Social Services | 19,776.92 | 23,733.00 | 3,956.08 | 226,954.30 | 284,081.00 | 57,126.70 |
| Physical Therapy | | | | | | |
| Reg. Full-Time Employees | 155.60 | 4,740.00 | 4,584.40 | 51,534.83 | 56,803.00 | 5,268.17 |
| Overtime | | 30.00 | 30.00 | 2,049.22 | 283.00 | (1,766.22) |
| TOPS - Balances | | 87.00 | 87.00 | (8,547.13) | 1,000.00 | 9,547.13 |
| No Benefit Full-Time Employees | | | | 11,037.43 | | (11,037.43) |
| TOPS - FICA | | 11.00 | 11.00 | (653.86) | 77.00 | 730.86 |
| Social Security - Employer | (134.09) | 374.00 | 508.09 | 4,665.48 | 4,367.00 | (298.48) |
| IMRF - Employer Cost | (258.62) | 402.00 | 660.62 | 5,153.35 | 4,824.00 | (329.35) |
| Workers' Compensation Insurance | 4.71 | 145.00 | 140.29 | 1,875.50 | 1,707.00 | (168.50) |
| Unemployment Insurance | | 269.00 | 269.00 | 873.27 | 3,208.00 | 2,332.73 |
| Employee Health/Life Insurance | 1,485.52 | 1,863.00 | 377.48 | 17,826.24 | 22,257.00 | 4,430.76 |
| Operational Supplies | | | | 80.57 | | (80.57) |
| Professional Services | 19,072.81 | 22,669.00 | 3,596.19 | 210,684.80 | 271,995.00 | 61,310.20 |
| Total Physical Therapy | 20,325.93 | 30,590.00 | 10,264.07 | 296,579.70 | 366,519.00 | 69,939.30 |
| Occupational Therapy | | | | | | |
| Reg. Full-Time Employees | | 4,548.00 | 4,546.00 | | 54,497.00 | 54,497.00 |
| TOPS - Balances | | 12.00 | 12.00 | | 100.00 | 100.00 |
| TOPS - FICA | | 8.00 | 8.00 | | 8.00 | 8.00 |
| Social Security - Employer | | 352.00 | 352.00 | | 4,169.00 | 4,169.00 |
| IMRF - Employer Cost | | 392.00 | 392.00 | | 4,605.00 | 4,605.00 |
| Workers' Compensation Ins. | | 144.00 | 144.00 | | 1,629.00 | 1,629.00 |
| Unemployment Insurance | | 216.00 | 216.00 | | 2,592.00 | 2,592.00 |
| Employee Health/Life Insurance | | 1,426.00 | 1,426.00 | | 17,013.00 | 17,013.00 |
| Professional Services | 19,736.38 | 26,533.00 | 6,796.62 | 232,454.54 | 318,374.00 | 85,919.46 |
| Total Occupational Therapy | 19,736.38 | 33,629.00 | 13,892.62 | 232,454.54 | 402,987.00 | 170,532.46 |
| Speech Therapy | | | | | | |
| Professional Services | 1,498.91 | 8,978.00 | 7,479.09 | 54,784.09 | 107,637.00 | 52,852.91 |
| Total Speech Therapy | 1,498.91 | 8,978.00 | 7,479.09 | 54,784.09 | 107,637.00 | 52,852.91 |
| Respiratory Therapy | | | | | | |
| Professional Services | 1,040.00 | | (1,040.00) | 17,698.77 | | (17,698.77) |
| Professional Services | | 4,578.00 | 4,578.00 | | 54,925.00 | 54,925.00 |
| Total Respiratory Therapy | 1,040.00 | 4,578.00 | 3,538.00 | 17,698.77 | 54,925.00 | 37,226.23 |
| Total This Department | 2,538.91 | 13,556.00 | 11,017.09 | 72,482.86 | 162,562.00 | 90,079.14 |
| Food Services | | | | | | |
| Reg. Full-Time Employees | 30,192.30 | 30,702.00 | 509.70 | 347,749.00 | 368,303.00 | 20,554.00 |
| Reg. Part-Time Employees | 17,007.71 | 1,719.00 | (15,288.71) | 73,091.05 | 20,518.00 | (52,573.05) |
| Temp. Salaries & Wages | | | | 11,600.21 | | (11,600.21) |
| Overtime | 11,603.74 | 3,268.00 | (8,335.74) | 60,503.93 | 39,106.00 | (21,397.93) |
| TOPS - Balances | 2,758.60 | 87.00 | (2,671.60) | (1,390.55) | 1,000.00 | 2,390.55 |
| TOPS - FICA | 211.03 | 11.00 | (200.03) | (108.38) | 77.00 | 183.38 |
| Social Security - Employer | 2,032.46 | 2,728.00 | 695.54 | 34,903.62 | 32,736.00 | (2,167.62) |
| IMRF - Employer Cost | 1,832.44 | 3,017.00 | 1,184.56 | 37,959.70 | 36,160.00 | (1,799.70) |
| Workers' Compensation Insurance | 1,218.69 | 1,069.00 | (149.69) | 12,755.99 | 12,795.00 | 39.01 |
| Unemployment Insurance | 1,271.02 | 1,988.00 | 716.98 | 10,530.39 | 23,779.00 | 13,248.61 |
| Employee Health/Life Insurance | 5,894.82 | 7,855.00 | 1,960.18 | 65,304.30 | 94,172.00 | 28,867.70 |
| Books, Periodicals & Manuals | | | | 183.60 | | (183.60) |

Monday, June 25, 2018

2:45 PM

Attachment - 12A

#18-026 County Nursing Home

Champaign County Nursing Home Actual vs Budget Statement of Operations

12/31/17

6

| Description | Actual | Budget | Variance | YTD Actual | YTD Budget | Variance |
|--------------------------------------|-------------------|-------------------|-------------------|---------------------|---------------------|-------------------|
| Food | 32,485.69 | | (32,485.69) | 143,494.98 | | (143,494.98) |
| Non-Food Supply | 1,672.70 | | (1,672.70) | 19,777.50 | | (19,777.50) |
| Nutritional Supplements | 10,723.96 | 5,000.00 | (5,723.96) | 23,733.95 | 60,000.00 | 36,266.05 |
| Equipment < \$2,500 | | 49.00 | 49.00 | 495.98 | 500.00 | 4.02 |
| Operational Supplies | 731.55 | | (731.55) | 8,978.36 | | (8,978.36) |
| Professional Services | 1,525.23 | 125.00 | (1,400.23) | 6,922.15 | 1,500.00 | (5,422.15) |
| Equipment Rentals | 404.95 | 424.00 | 19.05 | 4,859.40 | 5,000.00 | 140.60 |
| Dues & Licenses | | 24.00 | 24.00 | 85.00 | 200.00 | 115.00 |
| Conferences & Training | | 49.00 | 49.00 | 390.00 | 500.00 | 110.00 |
| Food Service | | 60,424.00 | 60,424.00 | 333,818.57 | 725,000.00 | 391,181.43 |
| Furnishings, Office Equipment | 246.61 | | (246.61) | 246.61 | | (246.61) |
| Total Food Services | 121,813.50 | 118,539.00 | (3,274.50) | 1,195,887.36 | 1,421,346.00 | 225,458.64 |
| Barber & Beauty | | | | | | |
| Reg. Full-Time Employees | 2,973.79 | 4,682.00 | 1,708.21 | 47,421.46 | 56,118.00 | 8,696.54 |
| TOPS - Balances | (201.14) | 174.00 | 375.14 | (2,505.33) | 2,000.00 | 4,505.33 |
| TOPS - FICA | (15.39) | 21.00 | 36.39 | (191.66) | 153.00 | 344.66 |
| Social Security - Employer | 111.27 | 366.00 | 254.73 | 3,002.19 | 4,293.00 | 1,290.81 |
| IMRF - Employer Cost | 113.82 | 397.00 | 283.18 | 3,330.65 | 4,742.00 | 1,411.35 |
| Workers' Compensation Insurance | 82.61 | 149.00 | 66.39 | 1,412.52 | 1,678.00 | 265.48 |
| Unemployment Insurance | 35.46 | 257.00 | 221.54 | 634.84 | 3,073.00 | 2,438.16 |
| Employee Health/Life Insurance | 742.76 | 1,667.00 | 924.24 | 17,083.48 | 20,004.00 | 2,920.52 |
| Operational Supplies | | 87.00 | 87.00 | 357.78 | 1,000.00 | 642.22 |
| Total Barber & Beauty | 3,843.18 | 7,800.00 | 3,956.82 | 70,545.93 | 93,061.00 | 22,515.07 |
| Adult Day Care | | | | | | |
| Reg. Full-Time Employees | 12,276.68 | 10,994.00 | (1,282.68) | 126,844.34 | 131,840.00 | 4,995.66 |
| Reg. Part-Time Employees | | | | 5.83 | | (5.83) |
| Overtime | 363.44 | 78.00 | (285.44) | 3,353.49 | 925.00 | (2,428.49) |
| TOPS - Balances | (130.03) | | 130.03 | (5,034.87) | | 5,034.87 |
| TOPS - FICA | (9.94) | | 9.94 | (385.16) | | 385.16 |
| Social Security - Employer | 444.44 | 848.00 | 401.56 | 9,151.60 | 10,086.00 | 934.40 |
| IMRF - Employer Cost | 395.77 | 932.00 | 536.23 | 10,188.91 | 11,140.00 | 951.09 |
| Workers' Compensation Insurance | 322.68 | 334.00 | 11.32 | 3,750.75 | 3,942.00 | 191.25 |
| Unemployment Insurance | 197.10 | 542.00 | 344.90 | 1,777.68 | 6,471.00 | 4,693.34 |
| Employee Health/Life Insurance | 740.16 | 3,371.00 | 2,630.84 | 19,470.94 | 40,386.00 | 20,915.06 |
| Gasoline & Oil | 734.76 | 837.00 | 102.24 | 10,671.27 | 10,000.00 | (671.27) |
| Equipment < \$2,500 | (5.77) | 49.00 | 54.77 | 24.05 | 500.00 | 475.95 |
| Operational Supplies | 156.19 | 125.00 | (31.19) | 1,429.29 | 1,500.00 | 70.71 |
| Professional Services | | | | 60.00 | | (60.00) |
| Field Trips/Activities | | 49.00 | 49.00 | | 500.00 | 500.00 |
| Dues & Licenses | 275.00 | 30.00 | (245.00) | 275.00 | 250.00 | (25.00) |
| Conferences & Training | | 212.00 | 212.00 | 50.00 | 2,500.00 | 2,450.00 |
| Automobiles, Vehicles | 35.52 | | (35.52) | 62.02 | | (62.02) |
| Furnishings, Office Equipment | | | | 5.77 | | (5.77) |
| Total Adult Day Care | 15,796.00 | 18,369.00 | 2,603.00 | 181,700.89 | 220,040.00 | 38,339.11 |
| Alzheimers and Related Disord | | | | | | |
| Reg. Full-Time Employees | 7,180.51 | 21,019.00 | 13,828.49 | 112,777.66 | 252,129.00 | 139,351.34 |
| Overtime | 388.13 | 3,049.00 | 2,660.87 | 11,720.14 | 36,533.00 | 24,812.86 |
| TOPS - Balances | (643.48) | 250.00 | 893.48 | (4,728.63) | 3,000.00 | 7,728.63 |
| No Benefit Full-Time Employees | 5,781.87 | 13,974.00 | 8,192.13 | 59,199.78 | 167,600.00 | 108,400.22 |
| No Benefit Part-Time Employees | 3,666.04 | 6,504.00 | 2,837.96 | 44,993.81 | 78,026.00 | 33,032.19 |
| TOPS - FICA | (49.23) | 21.00 | 70.23 | (361.59) | 230.00 | 591.69 |
| Social Security - Employer | 536.31 | 3,407.00 | 2,870.69 | 16,530.68 | 40,873.00 | 24,342.32 |
| IMRF - Employer Cost | 399.47 | 3,765.00 | 3,365.53 | 18,356.94 | 45,147.00 | 26,790.06 |

Monday, June 25, 2018

2:45 PM

Attachment - 12A

#18-026 County Nursing Home

12/31/17 Champaign County Nursing Home Actual vs Budget Statement of Operations 7

| Description | Actual | Budget | Variance | YTD Actual | YTD Budget | Variance |
|--|--------------|--------------|-------------|----------------|----------------|--------------|
| Workers' Compensation Insurance | 487.89 | 1,334.00 | 866.31 | 6,465.57 | 15,975.00 | 9,509.43 |
| Unemployment Insurance | 255.52 | 2,158.00 | 1,902.48 | 3,186.90 | 25,819.00 | 22,632.10 |
| Employee Health/Life Insurance | 2,181.02 | 4,285.00 | 2,103.98 | 32,833.68 | 51,332.00 | 18,498.32 |
| Equipment < \$2,500 | | | 89.46 | | | (89.46) |
| Operational Supplies | 166.69 | | (166.69) | 239.16 | | (239.16) |
| Professional Services | 307.50 | 100.00 | (207.50) | 1,127.50 | 1,200.00 | 72.50 |
| Conferences & Training | | 125.00 | 125.00 | 194.00 | 1,500.00 | 1,306.00 |
| Total Alzheimers and Related Disorders | 20,648.04 | 59,991.00 | 39,342.96 | 302,607.06 | 719,364.00 | 416,756.94 |
| Total Expenses | 1,163,635.09 | 1,250,876.00 | 87,040.91 | 13,600,311.91 | 14,996,078.00 | 1,395,766.09 |
| Net Operating Income | (189,865.04) | (144,815.00) | (45,050.04) | (2,533,387.61) | (1,724,745.00) | (808,642.61) |

NonOperating Income

Local Taxes

| | | | | | | |
|--------------------------------|------------|-----------|----------|--------------|--------------|-----------|
| Current-Nursing Home Operating | 100,796.26 | 98,803.00 | 1,993.26 | 1,209,592.67 | 1,185,658.00 | 23,934.67 |
| Total Local Taxes | 100,796.26 | 98,803.00 | 1,993.26 | 1,209,592.67 | 1,185,658.00 | 23,934.67 |

Miscellaneous NI Revenue

| | | | | | | |
|--------------------------------|-------------|-------------|-------------|----------------|--------------|--------------|
| Restricted Donations | | 163.00 | (163.00) | 1,684.24 | 2,000.00 | (315.76) |
| Vending Machine Revenue | | 188.00 | (188.00) | 3,179.96 | 2,300.00 | 879.96 |
| Total Miscellaneous NI Revenue | | 351.00 | (351.00) | 4,864.20 | 4,300.00 | 564.20 |
| Total NonOperating Income | 100,796.26 | 99,154.00 | 1,642.26 | 1,214,456.87 | 1,189,958.00 | 24,498.87 |
| Net Income (Loss) | (89,068.78) | (45,661.00) | (43,407.78) | (1,318,930.74) | (534,787.00) | (784,143.74) |

#18-026 County Nursing Home

12/31/17

Champaign County Nursing Home Historical Statement of Operations

1

| Description | 01/17 | 02/17 | 03/17 | 04/17 | 05/17 | 06/17 | 07/17 | 08/17 | 09/17 | 10/17 | 11/17 | 12/17 | Total |
|----------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------------------|
| Operating Income | | | | | | | | | | | | | |
| Miscellaneous Revenue | 112 | 64 | (113) | 57 | 1,068 | (165) | 345 | 27 | 281 | | 10 | 1,090 | 2,776 |
| Medicare A Revenue | 172,451 | 205,010 | 145,345 | 115,410 | 102,584 | 141,201 | 132,920 | 125,003 | 115,570 | 196,096 | 163,422 | 219,110 | 1,834,121 |
| Medicare B Revenue | 23,385 | 10,072 | 23,966 | 17,972 | 21,305 | 13,258 | 18,827 | 9,202 | 9,811 | 2,992 | 9,703 | 5,035 | 165,529 |
| Medicaid Revenue | 425,618 | 543,639 | 528,869 | 456,811 | 431,742 | 457,092 | 466,019 | 419,987 | 471,442 | 396,294 | 549,320 | 380,777 | 5,527,611 |
| Private Pay Revenue | 343,926 | 175,239 | 235,958 | 277,659 | 292,265 | 218,809 | 210,686 | 287,156 | 238,800 | 369,286 | 341,185 | 354,035 | 3,343,004 |
| Adult Day Care Revenue | 18,025 | 18,796 | 26,080 | 14,888 | 17,153 | 16,749 | 15,000 | 11,672 | 9,964 | 18,991 | 12,733 | 13,723 | 193,883 |
| Total Income | 983,517 | 952,820 | 960,115 | 882,898 | 866,116 | 844,943 | 843,797 | 853,047 | 845,868 | 983,658 | 1,076,374 | 973,770 | 11,066,924 |
| Operating Expenses | | | | | | | | | | | | | |
| Administration | 256,410 | 256,529 | 246,657 | 285,368 | 339,491 | 277,973 | 292,523 | 274,867 | 289,508 | 302,390 | 276,237 | 271,813 | 3,369,764 |
| Environmental Services | 90,505 | 85,609 | 97,021 | 67,156 | 124,200 | 100,693 | 91,904 | 96,382 | 83,274 | 96,849 | 108,076 | 68,872 | 1,110,541 |
| Laundry | 13,782 | 10,616 | 12,879 | 13,592 | 11,732 | 12,982 | 12,544 | 16,115 | 13,258 | 13,808 | 14,556 | 15,966 | 161,831 |
| Maintenance | 13,566 | 13,550 | 14,636 | 21,336 | 7,975 | 23,186 | 10,215 | 9,731 | 21,337 | 18,363 | 13,422 | 88,456 | 255,772 |
| Nursing Services | 563,352 | 477,286 | 490,406 | 465,525 | 485,234 | 518,541 | 489,606 | 461,945 | 449,748 | 494,626 | 517,740 | 474,109 | 5,888,119 |
| Activities | 21,909 | 19,613 | 20,521 | 20,916 | 23,049 | 19,090 | 18,098 | 18,617 | 18,595 | 18,368 | 16,356 | 19,941 | 235,072 |
| Social Services | 24,080 | 24,018 | 17,851 | 14,016 | 18,879 | 18,653 | 12,767 | 19,156 | 17,841 | 21,019 | 18,886 | 19,777 | 226,954 |
| Physical Therapy | 28,893 | 32,645 | 32,814 | 29,849 | 29,663 | 23,020 | 20,091 | 18,461 | 20,133 | 24,909 | 15,777 | 20,326 | 296,580 |
| Occupational Therapy | 23,243 | 23,502 | 21,475 | 15,351 | 14,334 | 15,211 | 22,305 | 23,981 | 20,529 | 17,312 | 15,476 | 19,736 | 232,455 |
| Speech Therapy | 9,046 | 5,058 | 8,775 | 6,619 | 5,696 | 5,260 | 4,858 | 2,541 | 1,474 | 1,996 | 1,966 | 1,499 | 54,784 |
| Respiratory Therapy | | | | | | | | | | | | | |
| Respiratory Therapy | 2,101 | 2,104 | 1,611 | 1,246 | 1,963 | 2,425 | 1,363 | 1,479 | 852 | 1,125 | 390 | 1,040 | 17,699 |
| Total This Department | 11,147 | 7,161 | 10,386 | 7,865 | 7,659 | 7,685 | 6,219 | 4,019 | 2,328 | 3,120 | 2,356 | 2,539 | 72,483 |
| Food Services | 108,279 | 110,907 | 101,839 | 92,095 | 95,268 | 82,277 | 95,150 | 89,119 | 94,027 | 99,075 | 106,036 | 121,814 | 1,195,887 |
| Barber & Beauty | 8,075 | 6,320 | 6,860 | 6,606 | 7,313 | 7,942 | 4,864 | 5,674 | 4,751 | 4,241 | 4,058 | 3,843 | 70,546 |
| Adult Day Care | 16,141 | 13,554 | 14,523 | 15,514 | 16,029 | 16,620 | 15,251 | 14,429 | 12,968 | 15,635 | 15,240 | 15,796 | 181,701 |
| Alzheimers and Related Disorders | 26,916 | 24,180 | 28,003 | 24,634 | 27,305 | 33,254 | 26,684 | 24,547 | 21,361 | 22,151 | 22,926 | 20,648 | 302,607 |
| Total Expenses | 1,206,299 | 1,105,490 | 1,115,871 | 1,079,823 | 1,208,129 | 1,157,128 | 1,118,220 | 1,077,043 | 1,069,656 | 1,151,866 | 1,147,162 | 1,163,635 | 13,600,312 |
| Net Operating Income | (222,782) | (152,670) | (155,755) | (196,925) | (342,013) | (312,184) | (274,424) | (223,995) | (223,789) | (168,208) | (70,778) | (189,865) | (2,533,388) |
| NonOperating Income | | | | | | | | | | | | | |
| Local Taxes | 100,172 | 100,172 | 100,172 | 100,172 | 100,172 | 100,172 | 104,540 | 100,796 | 100,834 | 100,796 | 100,796 | 100,796 | 1,209,593 |
| Miscellaneous NI Revenue | 300 | 1,059 | 592 | 136 | 913 | 50 | 976 | | | 837 | | | 4,864 |
| Total NonOperating Income | 100,472 | 101,232 | 100,764 | 100,308 | 101,085 | 100,222 | 105,517 | 100,796 | 100,834 | 101,634 | 100,796 | 100,796 | 1,214,457 |
| Net Income (Loss) | (122,310) | (51,438) | (54,991) | (96,616) | (240,928) | (211,962) | (168,907) | (123,199) | (122,955) | (66,574) | 30,018 | (89,069) | (1,318,931) |

#18-026 County Nursing Home

| Champaign County Nursing Home Historical Statement of Operations | | | | | | | | | | | | | 1 |
|---|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|
| 12/31/17 | 01/17 | 02/17 | 03/17 | 04/17 | 05/17 | 06/17 | 07/17 | 08/17 | 09/17 | 10/17 | 11/17 | 12/17 | Total |
| Operating Income | | | | | | | | | | | | | |
| Miscellaneous Revenue | | | | | | | | | | | | | |
| Lunch Reimbursement | 27 | 54 | 18 | 36 | 96 | 39 | 96 | 27 | | | | 340 | 733 |
| Late Charge, NSF Check Charge | 85 | | (340) | 1 | 1 | (234) | | | | | | | (486) |
| Other Miscellaneous Revenue | | 10 | 209 | 20 | 970 | 30 | 249 | | 281 | | 10 | 750 | 2,530 |
| Total Miscellaneous Revenue | 112 | 64 | (113) | 57 | 1,068 | (165) | 345 | 27 | 281 | | 10 | 1,090 | 2,776 |
| Medicare A Revenue | | | | | | | | | | | | | |
| Medicare A | 79,798 | 134,181 | 87,973 | 68,146 | 56,449 | 84,982 | 65,891 | 74,572 | 76,005 | 125,915 | 114,593 | 156,045 | 1,124,549 |
| NH Pt Care - Medicare Advantage/ | 88,270 | 70,829 | 57,372 | 47,264 | 46,135 | 56,219 | 52,206 | 43,224 | 38,564 | 70,181 | 47,906 | 58,908 | 678,079 |
| ARD Pt Care - Medicare Advantage/ | 4,382 | | | | | | 14,823 | 7,208 | | | 923 | 4,157 | 31,493 |
| Total Medicare A Revenue | 172,451 | 205,010 | 145,345 | 115,410 | 102,584 | 141,201 | 132,920 | 125,003 | 115,570 | 196,096 | 163,422 | 219,110 | 1,834,121 |
| Medicare B Revenue | | | | | | | | | | | | | |
| Medicare B | 23,385 | 10,072 | 23,966 | 17,972 | 21,305 | 13,258 | 18,827 | 9,202 | 9,811 | 2,992 | 9,703 | 5,035 | 165,529 |
| Total Medicare B Revenue | 23,385 | 10,072 | 23,966 | 17,972 | 21,305 | 13,258 | 18,827 | 9,202 | 9,811 | 2,992 | 9,703 | 5,035 | 165,529 |
| Medicaid Revenue | | | | | | | | | | | | | |
| Medicaid Title XIX (IDHFS) | 325,730 | 426,513 | 395,868 | 339,565 | 353,607 | 397,412 | 273,575 | 325,588 | 383,490 | 311,475 | 471,943 | 302,813 | 4,307,580 |
| ARD - Medicaid Title XIX (IDHFS) | 69,106 | 60,995 | 70,904 | 75,828 | 29,321 | | 139,166 | 51,851 | 54,714 | 55,281 | 47,720 | 46,549 | 701,435 |
| Patient Care-Hospice | 26,447 | 55,827 | 62,098 | 41,418 | 48,813 | 59,680 | 53,278 | 42,548 | 33,238 | 29,538 | 29,657 | 31,415 | 513,957 |
| ARD Patient Care - Hospice | 4,335 | 304 | | | | | | | | | | | 4,639 |
| Total Medicaid Revenue | 425,618 | 543,639 | 528,869 | 456,811 | 431,742 | 457,092 | 466,019 | 419,987 | 471,442 | 396,294 | 549,320 | 380,777 | 5,527,611 |
| Private Pay Revenue | | | | | | | | | | | | | |
| VA-Veterans Nursing Home Care | 51,635 | 50,225 | 47,375 | 87,939 | 73,825 | 38,165 | 31,838 | 22,086 | 31,813 | 28,069 | 19,285 | 24,816 | 507,070 |
| ARD - VA - Veterans Care | 6,820 | 6,160 | 7,260 | 6,600 | 5,940 | | 7,920 | 6,380 | 6,600 | 6,820 | 5,720 | 880 | 67,100 |
| Nursing Home Patient Care - Private | 258,949 | 96,762 | 152,502 | 159,811 | 202,342 | 171,958 | 93,002 | 200,738 | 142,716 | 268,157 | 251,259 | 257,083 | 2,255,280 |
| Nursing Home Beauty Shop Revenue | 2,412 | 1,995 | 2,413 | 2,061 | 2,234 | 2,250 | 1,761 | 2,077 | 1,008 | 1,714 | 1,592 | 1,432 | 22,945 |
| Medical Supplies Revenue | (641) | 4,090 | 1,982 | 179 | 2,406 | 2,780 | 2,356 | 1,807 | 2,702 | 2,812 | 2,734 | 2,658 | 25,863 |
| Patient Transportation Charges | 1,659 | 1,952 | 833 | 237 | (4) | 1,656 | 1,227 | 901 | 586 | 2,448 | 3,036 | 1,952 | 16,482 |
| ARD Patient Care- Private Pay | 23,092 | 14,056 | 23,594 | 20,833 | 5,522 | | 72,583 | 53,168 | 53,376 | 59,266 | 57,560 | 65,213 | 448,263 |
| Total Private Pay Revenue | 343,926 | 175,239 | 235,958 | 277,659 | 292,265 | 216,809 | 210,686 | 287,156 | 238,800 | 369,286 | 341,185 | 354,035 | 3,343,004 |
| Adult Day Care Revenue | | | | | | | | | | | | | |
| VA-Veterans Adult Daycare | 8,505 | 6,933 | 6,686 | 3,370 | 4,188 | 4,308 | 4,000 | 3,642 | 3,845 | 3,053 | 2,900 | 2,910 | 54,341 |
| IL Department Of Aging-Day Care Gr | 6,500 | 10,129 | 15,036 | 8,362 | 9,314 | 8,248 | 8,000 | 8,030 | | 10,188 | 6,879 | 6,249 | 96,934 |
| Adult Day Care Charges-Private Pay | 3,020 | 1,734 | 4,368 | 3,256 | 3,651 | 4,192 | 3,000 | | 6,119 | 5,750 | 2,954 | 4,564 | 42,608 |

Monday, June 25, 2018

2:50 PM

Attachment - 12A

#18-026 County Nursing Home

| Champaign County Nursing Home Historical Statement of Operations | | | | | | | | | | | | | 2 |
|---|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|---------|------------|
| 12/31/17 | 01/17 | 02/17 | 03/17 | 04/17 | 05/17 | 06/17 | 07/17 | 08/17 | 09/17 | 10/17 | 11/17 | 12/17 | Total |
| Description | | | | | | | | | | | | | |
| Total Adult Day Care Revenue | 18,025 | 18,796 | 26,090 | 14,988 | 17,153 | 16,749 | 15,000 | 11,672 | 9,964 | 18,991 | 12,733 | 13,723 | 193,883 |
| Total Income | 983,517 | 952,820 | 960,115 | 882,898 | 888,116 | 844,943 | 843,797 | 853,047 | 845,868 | 983,658 | 1,076,374 | 973,770 | 11,068,924 |

Operating Expenses

Administration

| | | | | | | | | | | | | | |
|----------------------------------|--------|--------|---------|--------|--------|--------|---------|----------|--------|--------|--------|---------|---------|
| Reg. Full-Time Employees | 22,820 | 21,909 | 23,795 | 21,897 | 24,824 | 24,035 | 24,355 | 34,068 | 20,046 | 21,507 | 20,157 | 20,170 | 279,582 |
| Temp. Salaries & Wages | 1,170 | 1,143 | 1,021 | 836 | 1,168 | 5,040 | 10,801 | 12,483 | 10,068 | 10,450 | 10,139 | 10,952 | 75,272 |
| Per Diem | 135 | 135 | 225 | 225 | 180 | 180 | 148 | 257 | 338 | 113 | 225 | 145 | 2,305 |
| Overtime | 1,121 | 87 | 56 | 426 | 500 | 328 | 533 | 349 | 322 | 184 | 772 | 632 | 5,311 |
| TOPS - Balances | 948 | 134 | 1,986 | 1,302 | 7 | (168) | (2,859) | (10,483) | 640 | 398 | 89 | 398 | (7,616) |
| TOPS - FICA | 73 | 10 | 152 | 100 | 1 | (13) | (219) | (803) | 49 | 30 | 7 | 30 | (583) |
| Social Security - Employer | 1,866 | 1,710 | 1,842 | 1,747 | 1,957 | 1,926 | 2,890 | 3,547 | 2,334 | 2,448 | 2,217 | 1,271 | 25,755 |
| IMRF - Employer Cost | 2,035 | 1,732 | 1,888 | 1,925 | 2,093 | 2,054 | 1,791 | 3,183 | 1,403 | 1,857 | 1,888 | 614 | 22,463 |
| Workers' Compensation Insurance | 718 | 690 | 725 | 699 | 777 | 773 | 1,138 | 1,404 | 908 | 954 | 862 | 862 | 10,502 |
| Unemployment Insurance | 797 | 705 | (75) | 453 | 371 | 362 | 390 | 38 | 200 | 259 | 245 | 483 | 4,228 |
| Employee Health/Life Insurance | 5,072 | 5,072 | 5,178 | 5,142 | 5,142 | 5,142 | 5,142 | 5,158 | 5,142 | 1,348 | 2,874 | 5,098 | 55,513 |
| Employee Development/Recognition | 30 | 24 | 30 | 25 | 22 | 24 | 33 | 36 | 25 | | 60 | 43 | 352 |
| Employee Physicals/Lab | 1,270 | 4,679 | 3,695 | 2,609 | 1,095 | 1,594 | 1,600 | 2,174 | 2,410 | 5,231 | 1,100 | 70 | 27,528 |
| Stationary & Printing | | | | | | 374 | 317 | | | | | 419 | 1,110 |
| Books, Periodicals & Manuals | 69 | | | | | 404 | | | | | | 561 | 561 |
| Copier Supplies | | | | | | | | | | | | 842 | 4,588 |
| Postage, UPS, Federal Express | | 505 | 412 | 560 | 435 | 502 | 527 | 158 | 445 | 205 | | | 231 |
| Equipment < \$2,500 | | | 24 | 42 | | | 165 | | | | | | |
| Operational Supplies | 2,397 | 857 | 1,721 | 780 | 1,081 | 787 | 1,420 | 1,067 | 1,717 | 928 | 643 | 1,902 | 15,299 |
| Audit & Accounting Fees | 3,141 | 3,141 | 3,141 | 3,141 | 3,141 | 3,141 | 3,141 | 3,141 | 3,141 | 3,141 | 3,141 | (9,439) | 25,112 |
| Attorney Fees | 1,000 | 11,457 | 5,483 | 2,995 | 14,457 | 17,377 | 15,286 | 8,309 | 21,920 | 30,468 | 16,053 | 3,893 | 148,697 |
| Engineering Fees | | | 163 | | | | 1,590 | | | 379 | | | 2,132 |
| Professional Services | 59,595 | 57,274 | 48,595 | 54,894 | 42,265 | 52,739 | 56,420 | 49,206 | 52,333 | 51,534 | 58,208 | 47,014 | 630,076 |
| Job Required Travel Expense | 43 | 51 | 71 | 67 | 71 | 41 | 103 | 293 | 64 | 21 | 42 | 25 | 892 |
| Insurance | 22,841 | 22,841 | 22,841 | 22,841 | 22,841 | 22,841 | 22,841 | 22,841 | 22,841 | 22,841 | 22,841 | 22,841 | 274,097 |
| Computer Services | 12,815 | 8,606 | 8,536 | 8,523 | 8,531 | 8,522 | 8,717 | 8,704 | 8,223 | 8,265 | 8,223 | 9,880 | 107,545 |
| Telephone Services | 1,056 | 1,286 | 1,331 | 2,849 | 1,323 | 1,189 | 1,280 | 1,112 | 1,077 | 1,084 | 1,149 | 1,375 | 16,112 |
| Automobile Maintenance | | | | | | | | | | | | 53 | 53 |
| Equipment Maintenance | | | | | | | | | | 622 | 421 | 3,508 | 4,552 |
| Legal Notices, Advertising | 1,982 | 912 | 1,074 | 1,764 | 414 | 1,943 | 2,298 | 1,325 | 802 | 4,188 | 280 | 1,866 | 18,847 |
| Photocopy Services | 250 | 900 | 1,884 | (85) | 650 | 650 | 650 | 650 | 305 | 650 | | 1,424 | 7,926 |
| Public Relations | 33 | 6 | (349) | | 384 | 13 | 53 | | | 40 | 118 | 674 | 970 |
| Dues & Licenses | 1,825 | 1,775 | (5,517) | 1,625 | 1,625 | 1,625 | 1,625 | 1,625 | 1,625 | 1,625 | 1,625 | 15,909 | 26,793 |
| Finance Charges, Bank Fees | 1,507 | 4,257 | 319 | 5,782 | 1,478 | 66 | 635 | 310 | 9,513 | 5,266 | 99 | 714 | 29,945 |
| Cable/Satellite TV Expense | 2,591 | 2,640 | 2,901 | 2,640 | 2,640 | 2,640 | 2,640 | 2,640 | 2,640 | 2,640 | | 5,544 | 32,154 |
| IPA Licensing Fee | 40,988 | 36,847 | 39,301 | 35,088 | 36,411 | 35,239 | 34,687 | 35,021 | 33,685 | 34,808 | 32,981 | 34,129 | 429,186 |

2:50 PM

Monday, June 25, 2018

Attachment - 12A

#18-026 County Nursing Home

| Champaign County Nursing Home | | | | | | | | | | | | | 3 |
|--------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|
| Historical Statement of Operations | | | | | | | | | | | | | |
| 12/31/17 | 01/17 | 02/17 | 03/17 | 04/17 | 05/17 | 06/17 | 07/17 | 08/17 | 09/17 | 10/17 | 11/17 | 12/17 | Total |
| Description | | | | | | | | | | | | | |
| Fines & Penalties | | | 5,875 | 36,242 | 2,696 | | 1,989 | | 1 | | | 181 | 46,984 |
| Furnishings, Office Equipment | | | | | | 1,447 | | | | 1,863 | | | 3,310 |
| Depreciation Expense | 62,602 | 61,587 | 64,778 | 64,678 | 64,700 | 64,700 | 64,700 | 64,700 | 64,700 | 64,700 | 64,700 | 64,700 | 771,245 |
| Bad Debt Expense | | | | | 92,909 | 16,899 | 17,645 | 18,318 | 16,929 | 18,847 | 21,527 | 19,475 | 222,550 |
| Miscellaneous Expense | | | | | | | | | | 42 | | | 42 |
| Transfers to General Corporate Fund | | | | | | | 4,493 | 486 | 104 | (104) | | | 4,979 |
| Interest-Tax Anticipation Notes Paya | | | | | | | | | | | 3,557 | 3,557 | 42,690 |
| Interest- Bonds Payable | 3,819 | 3,556 | 3,556 | 3,556 | 3,301 | 3,557 | 3,557 | 3,557 | 3,557 | 3,557 | | | |
| Total Administration | 256,410 | 256,529 | 246,657 | 285,368 | 339,491 | 277,973 | 292,523 | 274,867 | 289,508 | 302,390 | 276,237 | 271,813 | 3,369,764 |

Environmental Services

| | | | | | | | | | | | | | |
|---------------------------------|--------|--------|--------|--------|---------|---------|---------|--------|---------|--------|---------|---------|-----------|
| Reg. Full-Time Employees | 28,123 | 25,114 | 33,422 | 27,256 | 29,258 | 32,886 | 27,562 | 29,152 | 28,955 | 26,008 | 25,599 | 30,129 | 343,464 |
| Reg. Part-Time Employees | 845 | 724 | 885 | 765 | 857 | 1,115 | 573 | 828 | 811 | 891 | 841 | 1,443 | 10,577 |
| Overtime | 2,128 | 295 | 121 | 193 | 1,416 | 847 | 1,060 | 485 | 912 | 1,568 | 3,145 | 2,750 | 14,920 |
| TOPS - Balances | 183 | 557 | (890) | 517 | (1,372) | (796) | (2,401) | 559 | (6,289) | (161) | (597) | (1,616) | (12,305) |
| TOPS- FICA | 14 | 43 | (68) | 40 | (105) | (61) | (184) | 43 | (481) | (12) | (46) | (124) | (941) |
| Social Security - Employer | 2,358 | 1,975 | 2,585 | 2,173 | 2,375 | 2,684 | 2,150 | 2,391 | 2,285 | 2,178 | 2,217 | 1,160 | 26,531 |
| IMRF - Employer Cost | 2,729 | 2,100 | 2,812 | 2,521 | 2,692 | 2,989 | 2,183 | 2,937 | 2,294 | 2,480 | 2,683 | 1,084 | 29,505 |
| Workers' Compensation Insurance | 866 | 773 | 1,040 | 824 | 892 | 1,038 | 814 | 938 | 954 | 720 | 777 | 772 | 10,406 |
| Unemployment Insurance | 951 | 846 | 2 | 872 | 796 | 774 | 306 | 105 | 377 | 516 | 513 | 565 | 6,624 |
| Employee Health/Life Insurance | 2,988 | 2,988 | 2,988 | 2,988 | 3,726 | 3,726 | 3,726 | 2,985 | 2,985 | 2,237 | 2,237 | 2,244 | 35,820 |
| Equipment < \$2,500 | | | 49 | | | | | | | | | | 49 |
| Operational Supplies | 3,374 | 3,012 | 5,152 | 1,363 | 5,215 | 1,637 | 4,900 | 5,532 | 2,459 | 1,698 | 2,131 | 4,050 | 40,522 |
| Gas Service | 17,247 | 12,147 | 12,161 | 10,912 | 9,760 | 6,837 | 3,553 | 2,512 | 3,025 | 12,024 | 21,877 | 12,012 | 124,066 |
| Electric Service | 20,074 | 27,491 | 28,172 | 8,391 | 61,439 | 38,647 | 40,504 | 41,008 | 37,777 | 37,838 | 37,179 | 7,257 | 385,776 |
| Water Service | 2,697 | 4,069 | 3,122 | 3,173 | 2,727 | 2,814 | 3,042 | 2,710 | 2,357 | 3,570 | 3,116 | 2,979 | 36,377 |
| Pest Control Service | 511 | | 511 | 511 | 511 | 636 | 511 | 636 | 511 | 511 | 511 | 636 | 6,000 |
| Waste Disposal & Recycling | 3,306 | 2,280 | 3,037 | 2,720 | 2,396 | 3,268 | 1,949 | 2,866 | 2,684 | 3,021 | 2,551 | 3,317 | 33,393 |
| Equipment Rentals | 258 | 258 | 258 | 258 | 258 | 258 | 258 | 258 | 258 | 258 | 258 | 258 | 3,096 |
| Sewer Service & Tax | 1,853 | 938 | 1,661 | 1,679 | 1,360 | 1,394 | 1,400 | 436 | 1,400 | 1,502 | 3,085 | (47) | 16,662 |
| Total Environmental Services | 90,505 | 85,609 | 97,021 | 67,158 | 124,200 | 100,693 | 91,904 | 96,382 | 83,274 | 96,849 | 108,076 | 68,872 | 1,110,541 |

Laundry

| | | | | | | | | | | | | | |
|---------------------------------|-------|-------|-------|-------|-------|---------|-------|-------|-------|-------|-------|--------|--------|
| Reg. Full-Time Employees | 6,893 | 6,771 | 7,625 | 5,608 | 6,772 | 8,477 | 7,268 | 7,230 | 7,936 | 8,886 | 8,078 | 11,275 | 92,818 |
| Reg. Part-Time Employees | 1,309 | 1,190 | 1,100 | 278 | | | | | | | | | 3,877 |
| Overtime | 795 | 89 | 4 | 4 | 315 | 121 | 340 | 281 | 710 | 228 | 1,055 | 1,380 | 5,321 |
| TOPS Balances | 534 | 162 | (183) | (458) | (116) | (1,176) | 116 | (161) | (74) | 86 | 1,182 | (80) | (168) |
| TOPS - FICA | 41 | 12 | (14) | (35) | (9) | (90) | 9 | (12) | (6) | 7 | 90 | (6) | (13) |
| Social Security - Employer | 672 | 601 | 643 | 452 | 531 | 641 | 557 | 557 | 647 | 743 | 642 | 493 | 7,180 |
| IMRF - Employer Cost | 782 | 638 | 697 | 523 | 608 | 714 | 572 | 679 | 673 | 847 | 757 | 524 | 8,012 |
| Workers' Compensation Insurance | 245 | 238 | 263 | 174 | 203 | 255 | 214 | 221 | 236 | 261 | 246 | 283 | 2,840 |
| Unemployment Insurance | 279 | 265 | (12) | 228 | 214 | 264 | 109 | 21 | 83 | 76 | 106 | 223 | 1,855 |

Monday, June 25, 2018

2:50 PM

#18-026 County Nursing Home

| Champaign County Nursing Home Historical Statement of Operations | | | | | | | | | | | | | 4 |
|---|--------|---------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|
| 12/31/17 | 01/17 | 02/17 | 03/17 | 04/17 | 05/17 | 06/17 | 07/17 | 08/17 | 09/17 | 10/17 | 11/17 | 12/17 | Total |
| Description | | | | | | | | | | | | | |
| Employee Health/Life Insurance | 2,231 | 2,231 | 2,231 | 2,231 | 2,231 | 2,231 | 2,231 | 2,230 | 2,230 | 2,230 | 2,230 | 744 | 25,280 |
| Laundry Supplies | | 1,222 | | 3,646 | | | | | | | 57 | 617 | 5,542 |
| Linen & Bedding | | 236 | | 300 | 543 | 1,111 | 586 | 4,570 | 373 | | | | 7,719 |
| Operational Supplies | | | | | | | | | | | 57 | | 57 |
| Laundry & Cleaning Service | | (3,038) | 525 | 641 | 441 | 435 | 542 | 500 | 450 | 444 | 57 | 514 | 1,511 |
| Total Laundry | 13,782 | 10,616 | 12,879 | 13,592 | 11,732 | 12,982 | 12,544 | 16,115 | 13,258 | 13,808 | 14,556 | 15,966 | 161,831 |

Maintenance

| | | | | | | | | | | | | | |
|--------------------------------------|--------|--------|--------|--------|-------|--------|--------|-------|--------|--------|--------|--------|---------|
| Reg. Full-Time Employees | 4,074 | 3,866 | 4,272 | 3,483 | 2,140 | 2,398 | 2,064 | 2,354 | 4,077 | 4,726 | 4,446 | 4,480 | 42,382 |
| Overtime | 1,010 | (541) | 5 | 14 | 9 | 30 | 149 | 93 | 243 | 209 | 149 | 385 | 1,755 |
| TOPS - Balances | 31 | 749 | (938) | (3) | (39) | 43 | (122) | 148 | (147) | 412 | 180 | (495) | (180) |
| TOPS - FICA | 2 | 57 | (72) | | (3) | 3 | (9) | 11 | (11) | 32 | 14 | (38) | (14) |
| Social Security - Employer | 343 | 296 | 351 | 242 | 166 | 190 | 161 | 195 | 316 | 374 | 327 | 181 | 3,142 |
| IMRF - Employer Cost | 397 | 315 | 381 | 277 | 186 | 214 | 163 | 241 | 337 | 420 | 408 | 159 | 3,498 |
| Workers' Compensation Insurance | 122 | 116 | 126 | 106 | 64 | 73 | 58 | 76 | 116 | 140 | 136 | 129 | 1,262 |
| Unemployment Insurance | 143 | 129 | (10) | 80 | 69 | 37 | | | 61 | 64 | 53 | 91 | 716 |
| Employee Health/Life Insurance | 1,021 | 1,021 | 1,021 | 1,021 | (464) | 278 | 278 | 278 | 278 | 278 | 278 | 1,810 | 7,101 |
| Gasoline & Oil | | | | | | | 809 | | | | | | 809 |
| Tools | | (189) | | | | | | | | | | | (189) |
| Ground Supplies | | | | | | | | | | | | 84 | 84 |
| Maintenance Supplies | 456 | 1,270 | 609 | 1,409 | 614 | 556 | 1,662 | 1,088 | 2,889 | 3,179 | 4,298 | 466 | 18,496 |
| Equipment < \$2,500 | 773 | 569 | 102 | | | 244 | 180 | 75 | 183 | (102) | | 1,325 | 3,349 |
| Operational Supplies | | 211 | | | | | | | 15 | | 650 | 444 | 1,320 |
| Professional Services | | | | | | | | | | | | 1,452 | 1,452 |
| Automobile Maintenance | 459 | 40 | 99 | 52 | 1,775 | 440 | | 612 | 285 | 207 | 194 | 281 | 4,443 |
| Equipment Maintenance | 53 | 3,750 | 4,253 | 562 | 249 | 1,215 | | | 4,763 | 2,045 | 1,216 | 2,773 | 20,880 |
| Nursing Home Building Repair/Maint | 4,535 | 1,888 | 4,136 | 14,019 | 2,453 | 17,463 | 4,769 | 2,639 | 7,932 | 5,419 | 1,072 | 28,440 | 94,764 |
| Dues & Licenses | | | | 75 | | | | | | | | | 75 |
| Conferences & Training | | | 300 | | | | 53 | | | | | | 353 |
| Landscaping Services | | | | | | | | | | | | 896 | 896 |
| Parking Lot/Sidewalk Maintenance | 148 | | | | 757 | | | | | 480 | | | 1,385 |
| Nursing Home Building Construction/I | | | | | | | | 1,920 | | 480 | | 45,592 | 47,992 |
| Total Maintenance | 13,566 | 13,550 | 14,636 | 21,336 | 7,975 | 23,186 | 10,215 | 9,731 | 21,337 | 18,363 | 13,422 | 88,456 | 255,772 |

Nursing Services

| | | | | | | | | | | | | | |
|--------------------------------|---------|---------|---------|---------|---------|---------|---------|----------|----------|---------|---------|---------|-----------|
| Reg. Full-Time Employees | 139,160 | 129,888 | 142,836 | 130,313 | 133,200 | 140,476 | 150,712 | 158,042 | 153,832 | 143,109 | 147,417 | 163,147 | 1,732,134 |
| Reg. Part-Time Employees | 6,506 | 4,244 | 10,616 | 8,873 | 6,288 | 5,824 | 9,313 | 8,067 | 4,353 | 11,241 | 14,457 | 10,281 | 100,062 |
| Temp. Salaries & Wages | 23,848 | 20,418 | 17,293 | 20,792 | 22,799 | 18,722 | 19,699 | 16,995 | 14,627 | 19,637 | 13,672 | 14,070 | 222,573 |
| Overtime | 79,404 | 37,470 | 38,790 | 41,543 | 51,809 | 50,654 | 55,808 | 41,924 | 46,054 | 52,954 | 71,447 | 62,012 | 629,868 |
| TOPS - Balances | (4,530) | 6,383 | (836) | (1,046) | (2,676) | 5,141 | (5,500) | (15,987) | (18,264) | 3,338 | 6,808 | 5,956 | (21,413) |
| No Benefit Full-Time Employees | 115,981 | 89,124 | 97,099 | 95,716 | 84,300 | 82,320 | 77,055 | 87,825 | 94,819 | 104,355 | 104,362 | 98,720 | 1,131,675 |
| No Benefit Part-Time Employees | 16,556 | 12,958 | 21,079 | 19,852 | 17,224 | 27,855 | 28,194 | 18,831 | 20,089 | 18,936 | 17,154 | 18,362 | 237,091 |

Monday, June 25, 2018

2:50 PM

#18-026 County Nursing Home

| Champaign County Nursing Home | | | | | | | | | | | | | 5 |
|------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------|-----------|
| Historical Statement of Operations | | | | | | | | | | | | | |
| 12/31/17 | | | | | | | | | | | | | |
| Description | 01/17 | 02/17 | 03/17 | 04/17 | 05/17 | 06/17 | 07/17 | 08/17 | 09/17 | 10/17 | 11/17 | 12/17 | Total |
| TOPS - FICA | (347) | 488 | (64) | (80) | (205) | 393 | (421) | (1,223) | (1,397) | 255 | 506 | 456 | (1,638) |
| Social Security - Employer | 28,702 | 21,979 | 24,898 | 23,579 | 23,247 | 24,770 | 25,594 | 24,559 | 24,661 | 26,727 | 27,499 | 13,750 | 289,965 |
| IMRF - Employer Cost | 29,677 | 21,375 | 25,379 | 25,398 | 23,878 | 25,774 | 24,467 | 28,008 | 24,166 | 28,064 | 33,299 | 10,757 | 300,244 |
| Workers' Compensation Insurance | 9,027 | 7,678 | 8,632 | 8,245 | 7,835 | 8,354 | 8,518 | 8,616 | 8,358 | 9,098 | 8,643 | 8,589 | 101,592 |
| Unemployment Insurance | 11,355 | 8,598 | (1,153) | 5,600 | 3,673 | 2,808 | 2,174 | 990 | 4,076 | 3,318 | 2,985 | 6,535 | 50,961 |
| Employee Health/Life Insurance | 29,188 | 28,448 | 27,705 | 27,705 | 27,705 | 29,926 | 21,766 | 24,011 | 23,999 | 23,237 | 24,672 | 24,822 | 313,186 |
| Books, Periodicals & Manuals | | | 145 | 148 | | | | | | | | | 293 |
| Stocked Drugs | 2,898 | 2,108 | 3,966 | 2,105 | 2,112 | 3,625 | 2,389 | 3,027 | 9,834 | 2,949 | 1,859 | 934 | 37,807 |
| Pharmacy Charges-Public Aid | 1,469 | 1,111 | 1,309 | 1,117 | 1,943 | 2,185 | 1,245 | 1,598 | 1,682 | 1,633 | 1,312 | 790 | 17,394 |
| Oxygen | 1,310 | 1,141 | 804 | 1,048 | 1,260 | 886 | 525 | 764 | 576 | 1,085 | 169 | 3,249 | 12,817 |
| Incontinence Supplies | 5,431 | 5,352 | 5,581 | 3,928 | 7,022 | 6,826 | 6,558 | 5,526 | 7,665 | 5,501 | 5,000 | 3,266 | 67,636 |
| Pharmacy Charges - Insurance | 6,407 | 11,397 | 6,362 | 6,127 | 7,680 | 7,228 | 4,842 | 5,880 | 5,598 | 5,892 | 5,431 | 2,043 | 74,887 |
| Equipment < \$2,500 | 262 | | 451 | | 118 | 3,557 | | | | | | | 4,389 |
| Operational Supplies | 18,980 | 11,041 | 10,547 | 6,298 | 7,883 | 10,298 | 8,419 | 12,601 | 11,716 | 15,356 | 14,587 | 19,623 | 147,352 |
| Pharmacy Charges-Medicare | 7,581 | 16,170 | 8,547 | 7,516 | 6,156 | 4,694 | 7,648 | 5,710 | 3,194 | 10,385 | 8,260 | 10,945 | 96,806 |
| Medical/Dental/Mental Health | 4,175 | 7,775 | 5,975 | 5,600 | 5,600 | 5,600 | 5,600 | 5,600 | 5,600 | 1,800 | 1,800 | (17,200) | 37,925 |
| Professional Services | 23,858 | 24,693 | 27,047 | 13,560 | 23,634 | 33,699 | 21,278 | 12,931 | 390 | 2,234 | 2,756 | 10,576 | 196,656 |
| Job Require Travel | | | | | 57 | | | | | | | | 57 |
| Laboratory Fees | 875 | 1,270 | 402 | (300) | 500 | 633 | 346 | | 611 | 74 | 667 | 396 | 5,474 |
| Equipment Rentals | 4,590 | 5,846 | 6,732 | 3,712 | 2,833 | 3,218 | 2,829 | 3,279 | 2,782 | 3,206 | 3,126 | 1,910 | 44,064 |
| Dues & Licenses | 50 | | | | | | | | | | | | 50 |
| Conferences & Training | 697 | | | | | 705 | | | | | | | 1,402 |
| Contract Nursing Services | | | | | | | | 1,906 | | | | | 1,906 |
| Medicare Medical Services | 240 | 331 | 283 | 8,173 | 19,359 | 12,370 | 10,546 | 2,466 | 36 | 240 | 54 | 28 | 54,126 |
| Medical/ Health Equipment | | | | | | | | | 690 | | | 90 | 780 |
| Total Nursing Services | 563,352 | 477,286 | 490,406 | 465,525 | 485,234 | 518,541 | 489,606 | 461,945 | 449,748 | 494,626 | 517,740 | 474,109 | 5,888,119 |
| Activities | | | | | | | | | | | | | |
| Reg. Full-Time Employees | 13,262 | 11,668 | 13,243 | 13,348 | 14,713 | 13,856 | 14,169 | 12,782 | 11,678 | 10,561 | 10,219 | 13,627 | 153,126 |
| Reg. Part-Time Employees | 2,445 | 1,837 | 1,589 | 1,099 | 1,144 | 937 | 361 | 418 | 750 | 861 | 692 | 915 | 13,049 |
| Overtime | 414 | 7 | 40 | 15 | 93 | 5 | 148 | 22 | 18 | 10 | 141 | 105 | 1,018 |
| TOPS - Balances | 451 | 552 | 67 | 287 | 835 | (1,412) | (1,200) | (650) | 343 | 766 | (179) | 16 | (124) |
| Part Time Non Benefit | | | | | | | | | | | | 293 | 293 |
| TOPS - FICA | 34 | 42 | 5 | 22 | 64 | (108) | (92) | (50) | 26 | 59 | (14) | 1 | (9) |
| Social Security - Employer | 1,208 | 1,009 | 1,097 | 1,105 | 1,194 | 1,132 | 1,059 | 1,025 | 898 | 848 | 833 | 505 | 11,913 |
| IMRF - Employer Cost | 1,395 | 1,073 | 1,193 | 1,286 | 1,331 | 1,269 | 1,085 | 1,258 | 895 | 954 | 1,017 | 486 | 13,240 |
| Workers' Compensation Insurance | 470 | 404 | 430 | 446 | 475 | 452 | 419 | 412 | 372 | 327 | 333 | 361 | 4,900 |
| Unemployment Insurance | 495 | 451 | (23) | 417 | 299 | 253 | 227 | 59 | 158 | 130 | 124 | 246 | 2,833 |
| Employee Health/Life Insurance | 1,513 | 2,251 | 2,254 | 2,256 | 2,254 | 2,254 | 1,511 | 2,996 | 2,996 | 2,996 | 2,996 | 2,983 | 29,261 |
| Operational Supplies | 222 | 189 | 497 | 361 | 391 | 322 | 329 | 345 | 331 | 727 | 63 | 273 | 4,050 |
| Professional Services | | 130 | 130 | 259 | 255 | 130 | 83 | | 130 | 130 | 130 | 130 | 1,505 |
| Conferences & Training | | | | 15 | | | | | | | | | 15 |

Monday, June 25, 2018

2:50 PM

Attachment - 12A

#18-026 County Nursing Home

| Champaign County Nursing Home | | | | | | | | | | | | | 6 |
|------------------------------------|--------|---------|--------|--------|--------|---------|--------|--------|---------|--------|---------|--------|---------|
| Historical Statement of Operations | | | | | | | | | | | | | |
| 12/31/17 | | | | | | | | | | | | | |
| Description | 01/17 | 02/17 | 03/17 | 04/17 | 05/17 | 06/17 | 07/17 | 08/17 | 09/17 | 10/17 | 11/17 | 12/17 | Total |
| Total Activities | 21,909 | 19,613 | 20,521 | 20,916 | 23,049 | 19,090 | 18,098 | 18,617 | 18,595 | 18,368 | 16,358 | 19,941 | 235,072 |
| Social Services | | | | | | | | | | | | | |
| Reg. Full-Time Employees | 15,124 | 17,578 | 11,502 | 9,240 | 12,040 | 16,167 | 9,312 | 12,120 | 13,260 | 13,830 | 13,023 | 15,312 | 158,508 |
| Reg. Part-Time Employees | 704 | 1,350 | 1,279 | 1,111 | 1,102 | 81 | | | | | | 78 | 5,627 |
| Overtime | 568 | 88 | 165 | 26 | 364 | 338 | 212 | 94 | 195 | 112 | 155 | | 2,396 |
| TOPS - Balances | 772 | (2,029) | (374) | (357) | 149 | (3,311) | (117) | 2,692 | (1,202) | (593) | (326) | (622) | (5,317) |
| TOPS - FICA | 59 | (155) | (29) | (27) | 11 | (253) | (9) | 206 | (92) | (45) | (25) | (48) | (407) |
| Social Security - Employer | 1,236 | 1,439 | 953 | 821 | 1,031 | 1,268 | 704 | 951 | 1,014 | 1,036 | 1,019 | 748 | 12,219 |
| IMRF - Employer Cost | 1,443 | 1,588 | 977 | 952 | 1,181 | 1,395 | 704 | 1,184 | 1,029 | 1,159 | 1,191 | 820 | 13,623 |
| Workers' Compensation Insurance | 473 | 566 | 374 | 318 | 395 | 487 | 271 | 372 | 391 | 405 | 407 | 487 | 4,946 |
| Unemployment Insurance | 515 | 537 | (51) | 392 | 244 | 120 | 120 | 46 | 174 | 133 | 71 | 210 | 2,513 |
| Employee Health/Life Insurance | 2,925 | 2,925 | 2,925 | 1,540 | 2,233 | 2,233 | 1,487 | 1,490 | 1,490 | 2,970 | 2,230 | 2,230 | 26,678 |
| Professional Services | 259 | 130 | 130 | | 130 | 130 | 83 | | 1,583 | 2,012 | 1,150 | 561 | 6,168 |
| Total Social Services | 24,080 | 24,018 | 17,851 | 14,016 | 18,879 | 18,653 | 12,767 | 19,156 | 17,841 | 21,019 | 18,896 | 19,777 | 226,954 |
| Physical Therapy | | | | | | | | | | | | | |
| Reg. Full-Time Employees | 4,923 | 4,998 | 4,661 | 4,008 | 4,771 | 5,444 | 4,805 | 4,824 | 4,656 | 4,799 | 3,492 | 156 | 51,535 |
| Overtime | 737 | 621 | 367 | 6 | 236 | 64 | 9 | 2 | 3 | 3 | 1 | | 2,049 |
| TOPS - Balances | (605) | (76) | 541 | (357) | (71) | (1,194) | (920) | (158) | (103) | (130) | (5,475) | | (8,547) |
| No Benefit Full-Time Employees | 1,888 | 1,790 | 2,101 | 2,064 | 2,496 | 698 | | | | | | | 11,037 |
| TOPS - FICA | (46) | (6) | 41 | (27) | (5) | (91) | (70) | (12) | (8) | (10) | (419) | | (654) |
| Social Security - Employer | 563 | 541 | 528 | 473 | 564 | 468 | 336 | 369 | 342 | 352 | 262 | (134) | 4,665 |
| IMRF - Employer Cost | 660 | 568 | 576 | 548 | 643 | 506 | 341 | 452 | 346 | 395 | 377 | (259) | 5,153 |
| Workers' Compensation Insurance | 204 | 198 | 198 | 191 | 217 | 188 | 136 | 150 | 137 | 142 | 110 | 5 | 1,876 |
| Unemployment Insurance | 237 | 248 | (35) | 243 | 156 | 25 | | | | | | | 873 |
| Employee Health/Life Insurance | 1,486 | 1,486 | 1,486 | 1,486 | 1,486 | 1,486 | 1,486 | 1,486 | 1,486 | 1,486 | 1,486 | 1,486 | 17,826 |
| Operational Supplies | | | | | | | | 81 | | | | | 81 |
| Professional Services | 18,848 | 22,277 | 22,349 | 21,214 | 19,171 | 15,426 | 13,968 | 11,269 | 13,275 | 17,873 | 15,942 | 19,073 | 210,685 |
| Total Physical Therapy | 28,893 | 32,645 | 32,814 | 29,849 | 29,663 | 23,020 | 20,091 | 18,461 | 20,133 | 24,909 | 15,777 | 20,326 | 296,580 |
| Occupational Therapy | | | | | | | | | | | | | |
| Professional Services | 23,243 | 23,502 | 21,475 | 15,351 | 14,334 | 15,211 | 22,305 | 23,981 | 20,529 | 17,312 | 15,476 | 19,736 | 232,455 |
| Total Occupational Therapy | 23,243 | 23,502 | 21,475 | 15,351 | 14,334 | 15,211 | 22,305 | 23,981 | 20,529 | 17,312 | 15,476 | 19,736 | 232,455 |
| Speech Therapy | | | | | | | | | | | | | |
| Professional Services | 9,046 | 5,056 | 8,775 | 6,619 | 5,696 | 5,260 | 4,856 | 2,541 | 1,474 | 1,996 | 1,966 | 1,499 | 54,784 |
| Total Speech Therapy | 9,046 | 5,056 | 8,775 | 6,619 | 5,696 | 5,260 | 4,856 | 2,541 | 1,474 | 1,996 | 1,966 | 1,499 | 54,784 |
| Respiratory Therapy | | | | | | | | | | | | | |
| Professional Services | 2,101 | 2,104 | 1,611 | 1,246 | 1,963 | 2,425 | 1,363 | 1,479 | 852 | 1,125 | 390 | 1,040 | 17,699 |

Monday, June 25, 2018

2:50 PM

Attachment - 12A

#18-026 County Nursing Home

| Champaign County Nursing Home Historical Statement of Operations | | | | | | | | | | | | | 7 |
|---|---------|---------|---------|---------|---------|---------|---------|---------|--------|--------|---------|---------|-----------|
| 12/31/17 | 01/17 | 02/17 | 03/17 | 04/17 | 05/17 | 06/17 | 07/17 | 08/17 | 09/17 | 10/17 | 11/17 | 12/17 | Total |
| Description | | | | | | | | | | | | | |
| Total Respiratory Therapy | 2,101 | 2,104 | 1,611 | 1,246 | 1,963 | 2,425 | 1,363 | 1,479 | 852 | 1,125 | 390 | 1,040 | 17,699 |
| Total This Department | 11,147 | 7,161 | 10,386 | 7,865 | 7,659 | 7,685 | 6,219 | 4,019 | 2,326 | 3,120 | 2,356 | 2,539 | 72,483 |
| Food Services | | | | | | | | | | | | | |
| Reg. Full-Time Employees | 27,319 | 28,444 | 29,155 | 29,040 | 27,539 | 25,836 | 28,607 | 36,099 | 30,562 | 28,250 | 26,705 | 30,192 | 347,749 |
| Reg. Part-Time Employees | 676 | 827 | 729 | 2,851 | 3,590 | 3,546 | 3,533 | 2,510 | 5,687 | 15,498 | 16,635 | 17,008 | 73,091 |
| Temp. Salaries & Wages | 2,424 | 2,340 | 2,655 | 1,327 | 549 | 1,042 | 813 | 399 | 51 | | | | 11,600 |
| Overtime | 6,190 | 3,034 | 1,727 | 1,802 | 5,109 | 3,383 | 4,701 | 4,595 | 5,417 | 3,928 | 9,014 | 11,604 | 60,504 |
| TOPS - Balances | 2,303 | (1,093) | 1,163 | (1,769) | (1,495) | (1,543) | (166) | (2,421) | 1,076 | 390 | (593) | 2,759 | (1,391) |
| TOPS - FICA | 176 | (84) | 89 | (135) | (114) | (118) | (13) | (185) | 82 | 30 | (45) | 211 | (106) |
| Social Security - Employer | 2,768 | 2,620 | 2,643 | 2,613 | 2,732 | 2,584 | 2,868 | 3,310 | 3,203 | 3,516 | 4,013 | 2,032 | 34,904 |
| IMRF - Employer Cost | 3,014 | 2,575 | 2,647 | 2,903 | 3,035 | 2,773 | 2,933 | 4,032 | 3,260 | 3,947 | 5,007 | 1,832 | 37,960 |
| Workers' Compensation Insurance | 910 | 945 | 976 | 990 | 939 | 921 | 986 | 1,195 | 1,009 | 1,344 | 1,322 | 1,219 | 12,756 |
| Unemployment Insurance | 1,152 | 1,122 | (73) | 996 | 1,000 | 808 | 687 | 261 | 1,218 | 1,046 | 1,042 | 1,271 | 10,530 |
| Employee Health/Life Insurance | 4,467 | 5,955 | 5,212 | 4,467 | 4,467 | 4,464 | 5,207 | 4,459 | 4,459 | 8,868 | 7,383 | 5,895 | 65,304 |
| Books, Periodicals & Manuals | | | | | | | | | | 184 | | | 184 |
| Food | | 100 | (100) | | | | | 30,139 | 30,626 | 24,516 | 25,730 | 32,486 | 143,495 |
| Non-Food Supply | | | | | 185 | 686 | 1,382 | 752 | 573 | 2,647 | 11,879 | 1,673 | 19,778 |
| Nutritional Supplements | 772 | 6,445 | 1,314 | 2,895 | 1,689 | 1,381 | 2,042 | 483 | 139 | 983 | (5,133) | 10,724 | 23,734 |
| Equipment < \$2,500 | | | | | 496 | | | | | | | | 496 |
| Operational Supplies | | 1,212 | 704 | 389 | 441 | 38 | 9 | | 5,002 | 451 | | 732 | 8,978 |
| Professional Services | | | | | | | | | 1,198 | 1,525 | 2,674 | 1,525 | 6,922 |
| Equipment Rentals | 405 | 405 | 405 | 405 | 405 | 405 | 405 | | 405 | 810 | 405 | 405 | 4,859 |
| Dues & Licenses | | | 85 | | | | | | | | | | 85 |
| Conferences & Training | | 15 | 30 | 75 | 60 | 30 | 30 | 75 | 60 | 15 | | | 390 |
| Food Service | 55,703 | 56,044 | 52,478 | 43,244 | 44,641 | 36,038 | 41,126 | 3,416 | | 1,128 | | | 333,819 |
| Furnishings, Office Equipment | | | | | | | | | | | | 247 | 247 |
| Total Food Services | 108,279 | 110,907 | 101,839 | 92,095 | 95,268 | 82,277 | 95,150 | 89,119 | 94,027 | 99,075 | 106,036 | 121,814 | 1,195,887 |
| Barber & Beauty | | | | | | | | | | | | | |
| Reg. Full-Time Employees | 4,636 | 4,214 | 4,847 | 4,214 | 4,816 | 5,415 | 4,666 | 4,401 | 2,539 | 2,381 | 2,317 | 2,974 | 47,421 |
| TOPS - Balances | 707 | 60 | (239) | (100) | 54 | 54 | (2,079) | (929) | 316 | (14) | (135) | (201) | (2,505) |
| TOPS - FICA | 54 | 5 | (18) | (8) | 4 | 4 | (159) | (71) | 24 | (1) | (10) | (15) | (192) |
| Social Security - Employer | 297 | 270 | 327 | 280 | 311 | 366 | 284 | 292 | 163 | 150 | 150 | 111 | 3,002 |
| IMRF - Employer Cost | 347 | 286 | 356 | 323 | 352 | 410 | 288 | 355 | 152 | 169 | 180 | 114 | 3,331 |
| Workers' Compensation Insurance | 139 | 126 | 140 | 131 | 145 | 166 | 132 | 139 | 72 | 70 | 71 | 83 | 1,413 |
| Unemployment Insurance | 145 | 139 | (38) | 168 | 145 | 41 | | | | | | 35 | 635 |
| Employee Health/Life Insurance | 1,486 | 1,486 | 1,486 | 1,486 | 1,486 | 1,486 | 1,486 | 1,486 | 1,486 | 1,486 | 1,486 | 743 | 17,083 |
| Operational Supplies | 265 | (265) | | 111 | | | 246 | | | | | | 358 |
| Total Barber & Beauty | 8,075 | 6,320 | 6,860 | 6,606 | 7,313 | 7,942 | 4,864 | 5,674 | 4,751 | 4,241 | 4,058 | 3,843 | 70,546 |

Adult Day Care

Monday, June 25, 2018

2:50 PM

#18-026 County Nursing Home

| Champaign County Nursing Home Historical Statement of Operations | | | | | | | | | | | | | 8 |
|---|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|
| 12/31/17 | 01/17 | 02/17 | 03/17 | 04/17 | 05/17 | 06/17 | 07/17 | 08/17 | 09/17 | 10/17 | 11/17 | 12/17 | Total |
| Description | | | | | | | | | | | | | |
| Reg. Full-Time Employees | 8,956 | 8,105 | 10,075 | 9,883 | 11,283 | 17,040 | 9,854 | 9,719 | 9,094 | 10,098 | 10,461 | 12,277 | 126,844 |
| Reg. Part-Time Employees | | | | 6 | | | | | | | | | 6 |
| Overtime | 477 | 62 | 6 | 24 | 12 | 199 | 687 | 728 | 204 | 141 | 448 | 363 | 3,353 |
| TOPS - Balances | 611 | 520 | (545) | 394 | (814) | (5,931) | (677) | 835 | 127 | 108 | 467 | (130) | (5,035) |
| TOPS - FICA | 47 | 40 | (42) | 30 | (62) | (454) | (52) | 64 | 10 | 8 | 36 | (10) | (385) |
| Social Security - Employer | 686 | 595 | 725 | 752 | 832 | 887 | 1,142 | 825 | 682 | 771 | 810 | 444 | 9,152 |
| IMRF - Employer Cost | 793 | 633 | 788 | 870 | 942 | 1,000 | 1,185 | 1,014 | 679 | 877 | 1,012 | 396 | 10,189 |
| Workers' Compensation Insurance | 268 | 242 | 284 | 313 | 339 | 354 | 441 | 308 | 259 | 564 | 56 | 323 | 3,751 |
| Unemployment Insurance | 275 | 267 | 4 | 292 | 162 | 164 | 104 | 54 | 140 | 55 | 64 | 197 | 1,778 |
| Employee Health/Life Insurance | 2,991 | 2,248 | 2,248 | 2,248 | 2,248 | 2,248 | 1,506 | 761 | 745 | 743 | 743 | 740 | 19,471 |
| Gasoline & Oil | 969 | 770 | 943 | 654 | 925 | 883 | 908 | | 871 | 2,013 | 1,000 | 735 | 10,671 |
| Equipment < \$2,500 | | | | | | | | 30 | | | | (6) | 24 |
| Operational Supplies | 42 | 22 | 36 | 49 | 162 | 170 | 152 | 91 | 157 | 249 | 143 | 156 | 1,429 |
| Professional Services | | | | | | 60 | | | | | | | 60 |
| Dues & Licenses | | | | | | | | | | | | 275 | 275 |
| Conferences & Training | | 50 | | | | | | | | | | | 50 |
| Automobiles, Vehicles | 27 | | | | | | | | | | | 38 | 62 |
| Furnishings, Office Equipment | | | | | | | | | | 6 | | | 6 |
| Total Adult Day Care | 16,141 | 13,554 | 14,523 | 15,514 | 16,029 | 16,620 | 15,251 | 14,429 | 12,968 | 15,635 | 15,240 | 15,796 | 181,701 |
| Alzheimers and Related Disord | | | | | | | | | | | | | |
| Reg. Full-Time Employees | 10,899 | 9,734 | 11,795 | 10,070 | 12,727 | 10,283 | 9,177 | 9,834 | 7,135 | 7,003 | 6,829 | 7,191 | 112,778 |
| Overtime | 355 | | 321 | 31 | 1,705 | 3,956 | 2,205 | 379 | 561 | 501 | 1,318 | 388 | 11,720 |
| TOPS - Balances | (990) | 355 | 245 | (1,013) | (3,058) | 568 | (119) | (525) | 373 | (71) | 150 | (643) | (4,727) |
| No Benefit Full-Time Employees | 5,263 | 4,825 | 5,449 | 5,108 | 5,050 | 5,349 | 3,808 | 4,440 | 3,996 | 4,672 | 5,457 | 5,782 | 59,200 |
| No Benefit Part-Time Employees | 3,883 | 2,495 | 3,235 | 3,310 | 3,400 | 4,976 | 5,017 | 3,592 | 3,566 | 4,201 | 3,653 | 3,666 | 44,994 |
| TOPS - FICA | (76) | 27 | 19 | (78) | (234) | 43 | (9) | (40) | 29 | (5) | 11 | (49) | (362) |
| Social Security - Employer | 1,537 | 1,282 | 1,566 | 1,405 | 1,715 | 1,860 | 1,512 | 1,429 | 1,100 | 1,218 | 1,370 | 536 | 16,531 |
| IMRF - Employer Cost | 1,769 | 1,377 | 1,698 | 1,626 | 1,927 | 2,113 | 1,522 | 1,746 | 1,081 | 1,378 | 1,721 | 399 | 18,357 |
| Workers' Compensation Insurance | 599 | 510 | 626 | 539 | 641 | 617 | 525 | 563 | 420 | 866 | 91 | 468 | 6,466 |
| Unemployment Insurance | 652 | 552 | 25 | 523 | 311 | 365 | 123 | 3 | 180 | 135 | 44 | 256 | 3,167 |
| Employee Health/Life Insurance | 2,921 | 2,921 | 2,921 | 2,921 | 2,921 | 2,921 | 2,921 | 2,921 | 2,921 | 2,181 | 2,181 | 2,181 | 32,834 |
| Equipment < \$2,500 | | | | 89 | | | | | | | | | 89 |
| Operational Supplies | | | | | | | | | | 72 | | 167 | 239 |
| Professional Services | 103 | 103 | 103 | 103 | 103 | 103 | | 205 | | | | 308 | 1,128 |
| Conferences & Training | | | | | 95 | 99 | | | | | | | 194 |
| Total Alzheimers and Related Disord | 26,916 | 24,180 | 28,003 | 24,634 | 27,305 | 33,254 | 26,684 | 24,547 | 21,361 | 22,151 | 22,926 | 20,648 | 302,607 |
| Total Expenses | 1,206,299 | 1,105,490 | 1,115,871 | 1,079,823 | 1,208,129 | 1,157,128 | 1,118,220 | 1,077,043 | 1,069,656 | 1,151,866 | 1,147,152 | 1,163,635 | 13,600,312 |
| Net Operating Income | (222,782) | (152,670) | (155,755) | (196,925) | (342,013) | (312,184) | (274,424) | (223,995) | (223,789) | (168,208) | (70,778) | (189,865) | (2,533,388) |

Monday, June 25, 2018

2:50 PM

#18-026 County Nursing Home

| Champaign County Nursing Home | | | | | | | | | | | | | 9 |
|------------------------------------|-----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|----------|---------|----------|-------------|
| Historical Statement of Operations | | | | | | | | | | | | | |
| 12/31/17 | | | | | | | | | | | | | |
| Description | 01/17 | 02/17 | 03/17 | 04/17 | 05/17 | 06/17 | 07/17 | 08/17 | 09/17 | 10/17 | 11/17 | 12/17 | Total |
| NonOperating Income | | | | | | | | | | | | | |
| Local Taxes | | | | | | | | | | | | | |
| Current-Nursing Home Operating | 100,172 | 100,172 | 100,172 | 100,172 | 100,172 | 100,172 | 104,540 | 100,796 | 100,834 | 100,796 | 100,796 | 100,796 | 1,209,593 |
| Total Local Taxes | 100,172 | 100,172 | 100,172 | 100,172 | 100,172 | 100,172 | 104,540 | 100,796 | 100,834 | 100,796 | 100,796 | 100,796 | 1,209,593 |
| Miscellaneous NI Revenue | | | | | | | | | | | | | |
| Restricted Donations | 300 | 162 | 592 | 136 | 75 | 50 | 248 | | | 122 | | | 1,684 |
| Vending Machine Revenue | | 697 | | | 838 | | 729 | | | 716 | | | 3,180 |
| Total Miscellaneous NI Revenue | 300 | 1,059 | 592 | 136 | 913 | 50 | 976 | | | 837 | | | 4,864 |
| Total NonOperating Income | 100,472 | 101,232 | 100,764 | 100,308 | 101,085 | 100,222 | 105,517 | 100,796 | 100,834 | 101,634 | 100,796 | 100,796 | 1,214,457 |
| Net Income (Loss) | (122,310) | (51,438) | (54,991) | (96,616) | (240,928) | (211,962) | (168,907) | (123,199) | (122,955) | (66,574) | 30,018 | (89,069) | (1,318,931) |

#18-026 County Nursing Home

| Champaign County Nursing Home | | 1 | |
|-------------------------------------|--|------------------|------------------|
| General Ledger Trial Balance Report | | | |
| 12/31/17 | | | |
| Account No | Description | Current Activity | Year-to-Date |
| | Cash | | |
| 8100010100 | Cash | \$244,341.93 | \$265,592.69 |
| 8100010210 | Petty Cash | \$0.00 | \$300.00 |
| | Rec., Net of Uncollectible Amounts | | |
| 8100011501 | Accts Rec-Nursing Home Private Pay | \$113,241.26 | \$2,329,564.96 |
| 8100011503 | Accts Rec-Nursing Home Med Adv/ HMO/ Ins | (\$1,431.47) | \$1,143,533.65 |
| | Rec., Net of Uncollectible Amounts | | |
| 8100011504 | Accts Rec-Nursing Home Hospice | \$2,062.64 | \$111,875.60 |
| 8100011601 | Allowance for Uncollectible Accts-Private Pay | (\$2,904.66) | (\$319,701.19) |
| 8100011603 | Allowance for Uncollectible Accts-Patient Care P | (\$12,983.60) | (\$605,988.38) |
| 8100011604 | Allowance for Uncollectible Accts-Patient Care H | \$0.00 | \$11,807.46 |
| | Accrued Interest | | |
| 8100011510 | Interest Receivable | \$0.00 | (\$9.57) |
| 8100011520 | Property Tax Revenue Receivable | \$100,796.26 | \$269,881.61 |
| | Intergvt. Rec., Net Of Uncollectibl | | |
| 8100013200 | Due from Other Governmental Units | (\$62,171.59) | \$1,373,589.45 |
| 8100013230 | Due from IL Public Aid | (\$273,920.48) | \$338,541.54 |
| 8100013231 | Due from IL Department of Aging-Title XX | \$11,155.85 | \$94,366.65 |
| 8100013232 | Due from US Treasury-Medicare | (\$1,898.26) | \$414,403.85 |
| 8100013235 | Due From VA-Adult Daycare | \$5,910.00 | \$69,017.85 |
| 8100013236 | Due From VA-Nursing Home Care | (\$8,404.01) | \$240,995.23 |
| 8100013330 | Allowance for Uncollectible Accts-IPA | \$59,147.33 | (\$21,701.51) |
| 8100013332 | Allowance for Uncollectible Accts-Medicare | (\$3,512.00) | (\$9,375.60) |
| 8100013335 | Allowance For Uncollectible Accts-VA Adult Day C | \$0.00 | (\$1,350.71) |
| | Prepaid Expenses | | |
| 8100014100 | Prepaid Expenses | \$174,763.78 | \$128,443.26 |
| | Long-Term Investments | | |
| 8100015340 | Patient Trust Cash, Invested | \$0.00 | \$15,829.52 |
| | | \$344,192.98 | \$5,849,616.36 |
| | Total Current Assets | | |
| | Fixed Assets | | |
| 8100016265 | Nursing Home Buildings | (\$6,741.25) | \$23,473,119.72 |
| 8100016300 | Improvements not Buildings | \$0.00 | \$1,083,202.49 |
| 8100016400 | Equipment, Furniture & Autos | \$0.00 | \$1,654,610.55 |
| 8100016901 | Accumulated Depreciation-Land Improvements | (\$4,000.00) | (\$374,342.27) |
| 8100016902 | Accumulated Depreciation-Equipment, Furniture, & | (\$8,700.00) | (\$1,345,719.03) |
| 8100016903 | Accumulated Depreciation-Buildings | (\$52,000.00) | (\$6,446,305.49) |
| | | (\$71,441.25) | \$18,044,565.97 |
| | Total Fixed Assets | | |
| | Current Liabilities | | |
| 8100020001 | A/R Refunds | \$4,750.04 | \$10,183.23 |
| 8100020300 | Accounts Payable | (\$561,368.74) | (\$5,018,319.91) |
| 8100020305 | Accounts Payable Suspense Acc | (\$2,400.00) | \$0.00 |
| 8100020400 | Salaries & Wages Payable | (\$76,168.10) | (\$332,647.84) |
| 8100020410 | Interest Payable - Bonds | \$39,112.48 | (\$22,933.41) |
| 8100020710 | Due To Accounts Payable Fund | \$0.00 | \$216.40 |
| 8100020730 | Due to General Corporate Fund | \$0.00 | (\$726,802.00) |
| 8100020850 | Due to Others (Non-Government) | \$3.68 | \$3.68 |
| 8100020910 | Tax Anticipation Notes Payable | \$0.00 | (\$128,935.02) |
| 8100020920 | Notes Payable | \$0.00 | (\$279.66) |
| | Non-Current Liabilities | | |
| 8100020700 | Nursing Home Patient Trust Fund | \$0.00 | (\$15,829.52) |
| 8100020930 | Bonds Payable | \$240,000.00 | (\$2,265,000.00) |
| 8100025120 | Accrued Compensated Absences | (\$5,749.87) | (\$191,230.36) |

Monday, June 25, 2018

2:54 PM

Attachment - 12A

#18-026 County Nursing Home

| Champaign County Nursing Home | | 2 | |
|-------------------------------------|--|------------------|-------------------|
| General Ledger Trial Balance Report | | | |
| 12/31/17 | | | |
| Account No | Description | Current Activity | Year-to-Date |
| | Total Current Liabilities | (\$361,820.51) | (\$8,691,574.41) |
| | Equity | | |
| 8100017200 | Revenues | \$0.00 | \$21.60 |
| 8100027230 | Retained Earnings-Unreserved | \$0.00 | (\$16,521,560.26) |
| | Total Equity | \$0.00 | (\$16,521,538.66) |
| | Miscellaneous Revenue | | |
| 8141036920 | Lunch Reimbursement | (\$340.00) | (\$733.00) |
| 8141036930 | Late Charge, NSF Check Charge | \$0.00 | \$486.36 |
| 8141036990 | Other Miscellaneous Revenue | (\$749.90) | (\$2,529.64) |
| | Medicare A Revenue | | |
| 8141033126 | Medicare A | (\$156,045.42) | (\$1,124,549.31) |
| 8141034529 | NH Pt_Care - Medicare Advantage/ Hmo | (\$58,908.01) | (\$678,078.72) |
| 8141034543 | ARD_Pt Care - Medicare Advantage/ HMO | (\$4,156.81) | (\$31,492.56) |
| | Medicare B Revenue | | |
| 8141033127 | Medicare B | (\$5,034.79) | (\$165,529.22) |
| | Medicaid Revenue | | |
| 8141033128 | Medicaid Title XIX (IDHFS) | (\$302,812.71) | (\$4,307,580.25) |
| 8141033134 | ARD - Medicaid Title XIX (IDHFS) | (\$46,549.36) | (\$701,435.02) |
| 8141034519 | Patient Care-Hospice | (\$31,415.24) | (\$513,957.31) |
| 8141034541 | ARD Patient Care - Hospice | \$0.00 | (\$4,638.81) |
| | Private Pay Revenue | | |
| 8141033124 | VA-Veterans Nursing Home Care | (\$24,815.99) | (\$507,070.34) |
| 8141033131 | ARD - VA - Veterans Care | (\$880.00) | (\$67,100.00) |
| 8141034522 | Nursing Home Patient Care - Private Pay | (\$257,083.12) | (\$2,255,280.07) |
| 8141034533 | Nursing Home Beauty Shop Revenue | (\$1,432.00) | (\$22,945.20) |
| 8141034534 | Medical Supplies Revenue | (\$2,658.00) | (\$25,862.77) |
| 8141034535 | Patient Transportation Charges | (\$1,952.39) | (\$16,482.10) |
| 8141034542 | ARD Patient Care- Private Pay | (\$65,213.46) | (\$448,263.29) |
| | Adult Day Care Revenue | | |
| 8141033123 | VA-Veterans Adult Daycare | (\$2,910.00) | (\$54,340.66) |
| 8141033463 | IL Department Of Aging-Day Care Grant (Title XX) | (\$6,248.85) | (\$96,934.37) |
| 8141034520 | Adult Day Care Charges-Private Pay | (\$4,564.00) | (\$42,608.00) |
| | Total Operating Income | (\$973,770.05) | (\$11,066,924.30) |
| | Administration | | |
| 8141051103 | Reg. Full-Time Employees | \$20,170.33 | \$279,582.49 |
| 8141051105 | Temp. Salaries & Wages | \$10,951.63 | \$75,271.70 |
| 8141051106 | Per Diem | \$144.64 | \$2,304.64 |
| 8141051109 | Overtime | \$631.58 | \$5,310.89 |
| 8141051110 | TOPS - Balances | \$397.62 | (\$7,615.52) |
| 8141051300 | TOPS - FICA | \$30.41 | (\$582.59) |
| 8141051301 | Social Security - Employer | \$1,270.71 | \$25,754.73 |
| 8141051302 | IMRF - Employer Cost | \$614.27 | \$22,462.79 |
| 8141051304 | Workers' Compensation Insurance | \$862.49 | \$10,501.74 |
| 8141051305 | Unemployment Insurance | \$482.98 | \$4,228.27 |
| 8141051306 | Employee Health/Life Insurance | \$5,097.83 | \$55,512.89 |
| 8141051320 | Employee Development/Recognition | \$42.70 | \$352.23 |
| 8141051321 | Employee Physicals/Lab | \$70.00 | \$27,527.70 |
| 8141052201 | Stationary & Printing | \$418.56 | \$1,109.61 |
| 8141052203 | Books, Periodicals & Manuals | \$0.00 | \$472.75 |
| 8141052204 | Copier Supplies | \$561.33 | \$561.33 |
| 8141052206 | Postage, UPS, Federal Express | \$841.53 | \$4,588.10 |
| 8141052244 | Equipment < \$2,500 | \$0.00 | \$231.16 |

Monday, June 25, 2018

2:54 PM

Attachment - 12A

#18-026 County Nursing Home

| Champaign County Nursing Home | | 3 | |
|-------------------------------------|---|------------------|---------------|
| General Ledger Trial Balance Report | | | |
| 12/31/17 | | | |
| Account No | Description | Current Activity | Year-to-Date |
| 8141052293 | Operational Supplies | \$1,901.51 | \$15,299.00 |
| 8141053301 | Audit & Accounting Fees | (\$9,439.13) | \$25,111.87 |
| 8141053303 | Attorney Fees | \$3,892.50 | \$148,696.53 |
| 8141053304 | Engineering Fees | \$0.00 | \$2,132.38 |
| 8141053307 | Professional Services | \$47,014.22 | \$630,076.35 |
| 8141053312 | Job Required Travel Expense | \$25.48 | \$891.95 |
| 8141053320 | Insurance | \$22,841.42 | \$274,097.04 |
| 8141053329 | Computer Services | \$9,880.23 | \$107,544.85 |
| 8141053333 | Telephone Services | \$1,374.91 | \$16,111.98 |
| 8141053340 | Automobile Maintenance | \$53.00 | \$53.00 |
| 8141053342 | Equipment Maintenance | \$3,507.95 | \$4,551.83 |
| 8141053370 | Legal Notices, Advertising | \$1,866.03 | \$18,846.89 |
| 8141053385 | Photocopy Services | \$1,424.14 | \$7,925.59 |
| 8141053389 | Public Relations | \$673.66 | \$970.35 |
| 8141053393 | Dues & Licenses | \$15,908.81 | \$26,792.83 |
| 8141053437 | Finance Charges, Bank Fees | \$713.51 | \$29,944.97 |
| 8141053440 | Cable/Satellite TV Expense | \$5,543.52 | \$32,154.17 |
| 8141053461 | IPA Licensing Fee | \$34,128.77 | \$429,186.32 |
| 8141053475 | Fines & Penalties | \$181.00 | \$46,984.34 |
| 8141054433 | Furnishings, Office Equipment | \$0.00 | \$3,310.43 |
| 8141056701 | Depreciation Expense | \$64,700.00 | \$771,245.02 |
| 8141056702 | Bad Debt Expense | \$19,475.40 | \$222,550.36 |
| 8141056704 | Miscellaneous Expense | \$0.00 | \$42.00 |
| 8141058201 | Interest-Tax Anticipation Notes Payable | \$0.00 | \$4,979.16 |
| 8141058206 | Interest- Bonds Payable | \$3,557.49 | \$42,689.86 |
| | Environmental Services | | |
| 8141551103 | Reg. Full-Time Employees | \$30,129.06 | \$343,463.69 |
| 8141551104 | Reg. Part-Time Employees | \$1,443.18 | \$10,577.00 |
| 8141551109 | Overtime | \$2,750.19 | \$14,920.35 |
| 8141551110 | TOPS - Balances | (\$1,615.50) | (\$12,305.11) |
| 8141551300 | TOPS- FICA | (\$123.59) | (\$941.35) |
| 8141551301 | Social Security - Employer | \$1,160.36 | \$26,531.11 |
| 8141551302 | IMRF - Employer Cost | \$1,084.27 | \$29,505.22 |
| 8141551304 | Workers' Compensation Insurance | \$771.98 | \$10,406.22 |
| 8141551305 | Unemployment Insurance | \$565.09 | \$8,624.39 |
| 8141551306 | Employee Health/Life Insurance | \$2,244.27 | \$35,819.63 |
| 8141552244 | Equipment < \$2,500 | \$0.00 | \$48.82 |
| 8141552293 | Operational Supplies | \$4,050.33 | \$40,522.04 |
| 8141553330 | Gas Service | \$12,011.58 | \$124,065.66 |
| 8141553331 | Electric Service | \$7,256.74 | \$385,775.93 |
| 8141553332 | Water Service | \$2,979.41 | \$36,376.50 |
| 8141553334 | Pest Control Service | \$636.35 | \$5,999.85 |
| 8141553336 | Waste Disposal & Recycling | \$3,317.06 | \$33,393.22 |
| 8141553351 | Equipment Rentals | \$258.00 | \$3,096.00 |
| 8141553446 | Sewer Service & Tax | (\$46.89) | \$16,661.72 |
| | Laundry | | |
| 8142051103 | Reg. Full-Time Employees | \$11,274.58 | \$92,817.78 |
| 8142051104 | Reg. Part-Time Employees | \$0.00 | \$3,876.66 |
| 8142051109 | Overtime | \$1,379.79 | \$5,321.43 |
| 8142051110 | TOPS Balances | (\$80.28) | (\$168.21) |
| 8142051300 | TOPS - FICA | (\$6.14) | (\$12.87) |
| 8142051301 | Social Security - Employer | \$492.94 | \$7,179.78 |

#18-026 County Nursing Home

Champaign County Nursing Home
General Ledger Trial Balance Report

12/31/17

4

| Account No | Description | Current Activity | Year-to-Date |
|------------|---|------------------|----------------|
| 8142051302 | IMRF - Employer Cost | \$523.54 | \$8,012.45 |
| 8142051304 | Workers' Compensation Insurance | \$283.22 | \$2,839.53 |
| 8142051305 | Unemployment Insurance | \$222.51 | \$1,855.07 |
| 8142051306 | Employee Health/Life Insurance | \$744.44 | \$25,280.48 |
| 8142052228 | Laundry Supplies | \$617.35 | \$5,542.35 |
| 8142052291 | Linen & Bedding | \$0.00 | \$7,718.96 |
| 8142052293 | Operational Supplies | \$0.00 | \$57.00 |
| 8142053391 | Laundry & Cleaning Service | \$513.63 | \$1,510.86 |
| | Maintenance | | |
| 8142551103 | Reg. Full-Time Employees | \$4,479.65 | \$42,381.69 |
| 8142551109 | Overtime | \$385.32 | \$1,754.93 |
| 8142551110 | TOPS - Balances | (\$495.18) | (\$180.38) |
| 8142551300 | TOPS - FICA | (\$37.88) | (\$13.80) |
| 8142551301 | Social Security - Employer | \$181.46 | \$3,141.69 |
| 8142551302 | IMRF - Employer Cost | \$159.31 | \$3,497.96 |
| 8142551304 | Workers' Compensation Insurance | \$128.55 | \$1,262.44 |
| 8142551305 | Unemployment Insurance | \$90.68 | \$716.42 |
| 8142551306 | Employee Health/Life Insurance | \$1,810.28 | \$7,101.40 |
| 8142552215 | Gasoline & Oil | \$0.00 | \$808.80 |
| 8142552216 | Tools | \$0.00 | (\$188.59) |
| 8142552217 | Ground Supplies | \$83.90 | \$83.90 |
| 8142552222 | Maintenance Supplies | \$466.18 | \$18,495.94 |
| 8142552244 | Equipment < \$2,500 | \$1,324.70 | \$3,349.30 |
| 8142552293 | Operational Supplies | \$443.97 | \$1,320.11 |
| 8142553307 | Professional Services | \$1,451.73 | \$1,451.73 |
| 8142553340 | Automobile Maintenance | \$281.20 | \$4,442.60 |
| 8142553342 | Equipment Maintenance | \$2,773.31 | \$20,880.27 |
| 8142553386 | Nursing Home Building Repair/Maintenance | \$28,440.26 | \$94,764.04 |
| 8142553393 | Dues & Licenses | \$0.00 | \$75.00 |
| 8142553395 | Conferences & Training | \$0.00 | \$353.38 |
| 8142553458 | Landscaping Services | \$896.00 | \$896.00 |
| 8142553476 | Parking Lot/Sidewalk Maintenance | \$0.00 | \$1,384.90 |
| 8142554429 | Nursing Home Building Construction/Improvements | \$45,592.08 | \$47,992.08 |
| | Nursing Services | | |
| 8143051103 | Reg. Full-Time Employees | \$163,147.46 | \$1,732,133.72 |
| 8143051104 | Reg. Part-Time Employees | \$10,281.36 | \$100,062.02 |
| 8143051105 | Temp. Salaries & Wages | \$14,070.25 | \$222,573.16 |
| 8143051109 | Overtime | \$62,011.66 | \$629,867.96 |
| 8143051110 | TOPS - Balances | \$5,955.89 | (\$21,412.83) |
| 8143051143 | No Benefit Full-Time Employees | \$98,720.27 | \$1,131,674.80 |
| 8143051144 | No Benefit Part-Time Employees | \$18,362.09 | \$237,090.54 |
| 8143051300 | TOPS - FICA | \$455.62 | (\$1,638.08) |
| 8143051301 | Social Security - Employer | \$13,750.11 | \$289,965.37 |
| 8143051302 | IMRF - Employer Cost | \$10,757.34 | \$300,244.25 |
| 8143051304 | Workers' Compensation Insurance | \$8,588.53 | \$101,592.03 |
| 8143051305 | Unemployment Insurance | \$6,535.30 | \$50,960.54 |
| 8143051306 | Employee Health/Life Insurance | \$24,821.75 | \$313,185.50 |
| 8143052203 | Books, Periodicals & Manuals | \$0.00 | \$292.77 |
| 8143052212 | Stocked Drugs | \$934.35 | \$37,806.93 |
| 8143052231 | Pharmacy Charges-Public Aid | \$790.40 | \$17,394.42 |
| 8143052233 | Oxygen | \$3,248.69 | \$12,816.96 |
| 8143052234 | Incontinence Supplies | \$3,266.35 | \$67,636.45 |

Monday, June 25, 2018

2:54 PM

Attachment - 12A

#18-026 County Nursing Home

12/31/17 Champaign County Nursing Home General Ledger Trial Balance Report 5

| Account No | Description | Current Activity | Year-to-Date |
|------------|---------------------------------|------------------|--------------|
| 8143052236 | Pharmacy Charges - Insurance | \$2,043.08 | \$74,887.43 |
| 8143052244 | Equipment < \$2,500 | \$0.00 | \$4,388.53 |
| 8143052293 | Operational Supplies | \$19,623.48 | \$147,351.53 |
| 8143052298 | Pharmacy Charges-Medicare | \$10,945.39 | \$96,806.24 |
| 8143053306 | Medical/Dental/Mental Health | (\$17,200.00) | \$37,925.00 |
| 8143053307 | Professional Services | \$10,575.52 | \$196,655.51 |
| 8143053312 | Job Require Travel | \$0.00 | \$56.71 |
| 8143053322 | Laboratory Fees | \$396.19 | \$5,474.05 |
| 8143053351 | Equipment Rentals | \$1,910.00 | \$44,064.22 |
| 8143053393 | Dues & Licenses | \$0.00 | \$50.00 |
| 8143053395 | Conferences & Training | \$0.00 | \$1,402.00 |
| 8143053465 | Contract Nursing Services | \$0.00 | \$1,905.84 |
| 8143053483 | Medicare Medical Services | \$28.00 | \$54,125.87 |
| 8143054473 | Medical/ Health Equipment | \$89.86 | \$779.86 |
| | Activities | | |
| 8144051103 | Reg. Full-Time Employees | \$13,626.87 | \$153,125.80 |
| 8144051104 | Reg. Part-Time Employees | \$914.84 | \$13,049.19 |
| 8144051109 | Overtime | \$104.52 | \$1,018.02 |
| 8144051110 | TOPS - Balances | \$16.34 | (\$123.52) |
| 8144051144 | Part Time Non Benefit | \$293.45 | \$293.45 |
| 8144051300 | TOPS - FICA | \$1.25 | (\$9.45) |
| 8144051301 | Social Security - Employer | \$504.79 | \$11,913.23 |
| 8144051302 | IMRF - Employer Cost | \$485.83 | \$13,240.00 |
| 8144051304 | Workers' Compensation Insurance | \$361.45 | \$4,900.33 |
| 8144051305 | Unemployment Insurance | \$246.29 | \$2,833.48 |
| 8144051306 | Employee Health/Life Insurance | \$2,983.38 | \$29,261.32 |
| 8144052293 | Operational Supplies | \$272.56 | \$4,049.97 |
| 8144053307 | Professional Services | \$129.70 | \$1,505.20 |
| 8144053395 | Conferences & Training | \$0.00 | \$15.00 |
| | Social Services | | |
| 8144151103 | Reg. Full-Time Employees | \$15,311.92 | \$158,508.35 |
| 8144151104 | Reg. Part-Time Employees | \$0.00 | \$5,626.81 |
| 8144151109 | Overtime | \$77.73 | \$2,396.07 |
| 8144151110 | TOPS - Balances | (\$621.56) | (\$5,316.60) |
| 8144151300 | TOPS - FICA | (\$47.55) | (\$406.72) |
| 8144151301 | Social Security - Employer | \$747.96 | \$12,219.49 |
| 8144151302 | IMRF - Employer Cost | \$819.99 | \$13,622.88 |
| 8144151304 | Workers' Compensation Insurance | \$486.98 | \$4,945.59 |
| 8144151305 | Unemployment Insurance | \$210.48 | \$2,512.54 |
| 8144151306 | Employee Health/Life Insurance | \$2,229.97 | \$26,678.12 |
| 8144153307 | Professional Services | \$561.00 | \$6,167.77 |
| | Physical Therapy | | |
| 8144551103 | Reg. Full-Time Employees | \$155.60 | \$51,534.83 |
| 8144551109 | Overtime | \$0.00 | \$2,049.22 |
| 8144551110 | TOPS - Balances | \$0.00 | (\$8,547.13) |
| 8144551143 | No Benefit Full-Time Employees | \$0.00 | \$11,037.43 |
| 8144551300 | TOPS - FICA | \$0.00 | (\$653.86) |
| 8144551301 | Social Security - Employer | (\$134.09) | \$4,665.48 |
| 8144551302 | IMRF - Employer Cost | (\$258.62) | \$5,153.35 |
| 8144551304 | Workers' Compensation Insurance | \$4.71 | \$1,875.50 |
| 8144551305 | Unemployment Insurance | \$0.00 | \$873.27 |
| 8144551306 | Employee Health/Life Insurance | \$1,485.52 | \$17,826.24 |

#18-026 County Nursing Home

| 12/31/17 | | Champaign County Nursing Home General Ledger Trial Balance Report | 6 |
|------------|---------------------------------|--|--------------|
| Account No | Description | Current Activity | Year-to-Date |
| 8144552293 | Operational Supplies | \$0.00 | \$80.57 |
| 8144553307 | Professional Services | \$19,072.81 | \$210,684.80 |
| | Occupational Therapy | | |
| 8144653307 | Professional Services | \$19,736.38 | \$232,454.54 |
| | Speech Therapy | | |
| 8144853307 | Professional Services | \$1,498.91 | \$54,784.09 |
| | Respiratory Therapy | | |
| 8144753307 | Professional Services | \$1,040.00 | \$17,698.77 |
| | Food Services | | |
| 8145051103 | Reg. Full-Time Employees | \$30,192.30 | \$347,749.00 |
| 8145051104 | Reg. Part-Time Employees | \$17,007.71 | \$73,091.05 |
| 8145051105 | Temp. Salaries & Wages | \$0.00 | \$11,600.21 |
| 8145051109 | Overtime | \$11,603.74 | \$60,503.93 |
| 8145051110 | TOPS - Balances | \$2,758.60 | (\$1,390.55) |
| 8145051300 | TOPS - FICA | \$211.03 | (\$106.38) |
| 8145051301 | Social Security - Employer | \$2,032.46 | \$34,903.62 |
| 8145051302 | IMRF - Employer Cost | \$1,832.44 | \$37,959.70 |
| 8145051304 | Workers' Compensation Insurance | \$1,218.69 | \$12,755.99 |
| 8145051305 | Unemployment Insurance | \$1,271.02 | \$10,530.39 |
| 8145051306 | Employee Health/Life Insurance | \$5,894.82 | \$65,304.30 |
| 8145052203 | Books, Periodicals & Manuals | \$0.00 | \$183.60 |
| 8145052210 | Food | \$32,485.69 | \$143,494.98 |
| 8145052225 | Non-Food Supply | \$1,672.70 | \$19,777.50 |
| 8145052235 | Nutritional Supplements | \$10,723.96 | \$23,733.95 |
| 8145052244 | Equipment < \$2,500 | \$0.00 | \$495.98 |
| 8145052293 | Operational Supplies | \$731.55 | \$8,978.36 |
| 8145053307 | Professional Services | \$1,525.23 | \$6,922.15 |
| 8145053351 | Equipment Rentals | \$404.95 | \$4,859.40 |
| 8145053393 | Dues & Licenses | \$0.00 | \$85.00 |
| 8145053395 | Conferences & Training | \$0.00 | \$390.00 |
| 8145053411 | Food Service | \$0.00 | \$333,818.57 |
| 8145054433 | Furnishings, Office Equipment | \$246.61 | \$246.61 |
| | Barber & Beauty | | |
| 8145551103 | Reg. Full-Time Employees | \$2,973.79 | \$47,421.46 |
| 8145551110 | TOPS - Balances | (\$201.14) | (\$2,505.33) |
| 8145551300 | TOPS - FICA | (\$15.39) | (\$191.66) |
| 8145551301 | Social Security - Employer | \$111.27 | \$3,002.19 |
| 8145551302 | IMRF - Employer Cost | \$113.82 | \$3,330.65 |
| 8145551304 | Workers' Compensation Insurance | \$82.61 | \$1,412.52 |
| 8145551305 | Unemployment Insurance | \$35.46 | \$634.84 |
| 8145551306 | Employee Health/Life Insurance | \$742.76 | \$17,083.48 |
| 8145552293 | Operational Supplies | \$0.00 | \$357.78 |
| | Adult Day Care | | |
| 8146051103 | Reg. Full-Time Employees | \$12,276.68 | \$126,844.34 |
| 8146051104 | Reg. Part-Time Employees | \$0.00 | \$5.83 |
| 8146051109 | Overtime | \$363.44 | \$3,353.49 |
| 8146051110 | TOPS - Balances | (\$130.03) | (\$5,034.87) |
| 8146051300 | TOPS - FICA | (\$9.94) | (\$385.16) |
| 8146051301 | Social Security - Employer | \$444.44 | \$9,151.60 |
| 8146051302 | IMRF - Employer Cost | \$395.77 | \$10,188.91 |
| 8146051304 | Workers' Compensation Insurance | \$322.68 | \$3,750.75 |
| 8146051305 | Unemployment Insurance | \$197.10 | \$1,777.66 |

#18-026 County Nursing Home

Champaign County Nursing Home General Ledger Trial Balance Report

12/31/17

7

| Account No | Description | Current Activity | Year-to-Date |
|------------|----------------------------------|-----------------------|-------------------------|
| 8146051306 | Employee Health/Life Insurance | \$740.16 | \$19,470.94 |
| 8146052215 | Gasoline & Oil | \$734.76 | \$10,671.27 |
| 8146052244 | Equipment < \$2,500 | (\$5.77) | \$24.05 |
| 8146052293 | Operational Supplies | \$156.19 | \$1,429.29 |
| 8146053307 | Professional Services | \$0.00 | \$60.00 |
| 8146053393 | Dues & Licenses | \$275.00 | \$275.00 |
| 8146053395 | Conferences & Training | \$0.00 | \$50.00 |
| 8146054430 | Automobiles, Vehicles | \$35.52 | \$62.02 |
| 8146054433 | Furnishings, Office Equipment | \$0.00 | \$5.77 |
| | Alzheimers and Related Disorders | | |
| 8146251103 | Reg. Full-Time Employees | \$7,190.51 | \$112,777.66 |
| 8146251109 | Overtime | \$388.13 | \$11,720.14 |
| 8146251110 | TOPS - Balances | (\$643.48) | (\$4,726.63) |
| 8146251143 | No Benefit Full-Time Employees | \$5,781.87 | \$59,199.78 |
| 8146251144 | No Benefit Part-Time Employees | \$3,666.04 | \$44,993.81 |
| 8146251300 | TOPS - FICA | (\$49.23) | (\$361.59) |
| 8146251301 | Social Security - Employer | \$536.31 | \$16,530.68 |
| 8146251302 | IMRF - Employer Cost | \$399.47 | \$18,356.94 |
| 8146251304 | Workers' Compensation Insurance | \$467.69 | \$6,465.57 |
| 8146251305 | Unemployment Insurance | \$255.52 | \$3,166.90 |
| 8146251306 | Employee Health/Life Insurance | \$2,181.02 | \$32,833.68 |
| 8146252244 | Equipment < \$2,500 | \$0.00 | \$89.46 |
| 8146252293 | Operational Supplies | \$166.69 | \$239.16 |
| 8146253307 | Professional Services | \$307.50 | \$1,127.50 |
| 8146253395 | Conferences & Training | \$0.00 | \$194.00 |
| | Total Operating Expenses | \$1,163,635.09 | \$13,600,311.91 |
| | Local Taxes | | |
| 8141031132 | Current-Nursing Home Operating | (\$100,796.26) | (\$1,209,592.67) |
| | Miscellaneous NI Revenue | | |
| 8141036350 | Restricted Donations | \$0.00 | (\$1,684.24) |
| 8141036912 | Vending Machine Revenue | \$0.00 | (\$3,179.96) |
| | Total NonOperating Income | (\$100,796.26) | (\$1,214,456.87) |
| | | \$0.00 | \$0.00 |

Note: Zero (0.00) balance indicates General Ledger is in balance.

#18-026 County Nursing Home

Champaign County Nursing Home
Statement of Cash Flows (Indirect Method)
For the Period of
January 2017 to December 2017

CASH FLOW FROM OPERATING ACTIVITIES:

| | |
|--|-------------------------|
| Net Income (Loss) YTD | (\$1,318,930.74) |
| Depreciation Expense | 771,245.02 |
| (Incr.)/Decr. In Accounts Receivable | (\$486,446.93) |
| (Incr.)/Decr. In Prepaid Expenses | (\$107,246.27) |
| (Incr.)/Decr. In Inventory | - |
| (Incr.)/Decr. In Patient Trust | \$5,677.02 |
| Incr./(Decr.) in Accounts Payable | \$1,830,467.58 |
| Incr./(Decr.) in Salaries and Wages Payable | \$34,032.36 |
| Incr./(Decr.) in Interest Payable | \$19.89 |
| Incr./(Decr.) in Accrued Com. Absences | (\$74,630.19) |
| Incr./(Decr.) in Other Liabilities | (\$15,863.93) |
| Net Cash Provided by Operating Activities | 638,323.81 |

CASH FLOW FROM INVESTING ACTIVITIES:

| | |
|--|-------------------|
| Purchase of Equipment | (\$12,430.52) |
| Improvements / (CIP) | \$11,385.38 |
| Net Cash Provided by Investing Activities | (1,045.14) |

CASH FLOW FROM FINANCING ACTIVITIES:

| | |
|--|---------------------|
| Increase in Tax Anticipation Note | (\$892,821.98) |
| Notes Payable - Medicaid | - |
| (Decrease) Due to General Corp. Fund | \$444,000.00 |
| (Decrease) in Bonds Payable | (\$240,000.00) |
| Increase in Equity Adjustment | \$4,430.66 |
| Net Cash Provided by Financing Activities | (684,391.32) |

| | |
|---------------------------------|----------------------|
| TOTAL CASH FLOW | (47,112.65) |
| BEGINNING CASH, 01/01/17 | 313,005.34 |
| ENDING CASH, 12/31/17 | \$ 265,892.69 |

#18-026 County Nursing Home

Mr. Tancredi,

Tina Giorgio forwarded your e-mail below to me for a response. My firm represents TCM Bank, N.A. in connection with the data incident.

As you mentioned in your e-mail, the [Affinity and Licensing Agreement][and][Agent Agreement] was terminated pursuant to a Termination Agreement dated August 8, 2017. We understand that all parties to the agreement remain obligated to keep confidential the information received in connection with the party's performance under the agreement. The parties also agreed that they would only use customer data, account information and other information related to such accounts and applications for the establishment, operation and maintenance of the program. With your bank's participation in the program having been terminated for over a year, it is not clear to us how the bank would utilize the cardholder information for a permitted use. Upon becoming aware of the incident, TCM properly notified affected cardholders and applicants, is unaware of any further actions that need to be taken by your bank.

Given this, we view any current disclosure of cardholder information to no longer be covered by the terms of the agreement since any such disclosure would no longer be for a purpose permitted under the agreement[s].

As Ms. Giorgio has previously advised, due to a misconfiguration of the website that was hosted and maintained by a third-party vendor, some applicants' personal data was potentially exposed. At this time, TCM has no reason to believe that this information was acquired or used by unauthorized parties. TCM also has not identified any instances of fraud or identity theft related to individuals impacted by this event.

Nevertheless, TCM took the extra step of notifying those individuals whose personal information was stored on the website that was hosted and maintained by the third-party vendor. Notification letters were mailed on Friday, August 3, 2018. Included with these letters was an offer of complimentary credit monitoring and identity theft protection services for one year and information on a dedicated call center where customers can go for additional information. At this time, TCM believes that the website issue has been corrected, and TCM has tested the correction, as has the vendor. In an abundance of caution, TCM has engaged a well-known data security firm to further validate these findings.

As far as Albina Community Bank is concerned, no ICBA Bancard clients were affected. If you would like, TCM will provide you with the name of the BSB applicant. However, TCM is not able to provide any additional the cardholder information at this time.

Sincerely,

Bruce A. Radke

#18-026 County Nursing Home

ENTERPRISE FUNDS

Purpose: Enterprise funds are used to account for activities for which a fee is charged to external users for goods or services.

#18-026 County Nursing Home

Exhibit F-1

COUNTY OF CHAMPAIGN, ILLINOIS
NURSING HOME FUND
COMPARATIVE STATEMENT OF NET POSITION
DECEMBER 31, 2016 and 2015

| <u>ASSETS</u> | <u>2016</u> | <u>2015</u> |
|--|----------------------|----------------------|
| CURRENT ASSETS: | | |
| Cash | \$ 313,060 | \$ 366,629 |
| Receivables, Net of Uncollectible Amounts: | | |
| Patient Accounts | 1,218,794 | 3,553,516 |
| Property Taxes | 1,243,868 | 1,166,286 |
| Intergovernmental | 2,229,394 | 1,122,431 |
| Other | 897 | 828 |
| Due From Other Funds | 35,456 | 35,456 |
| Inventories | 21,112 | 21,112 |
| Prepaid Items | 10,862 | 69,720 |
| Resident Trust Accounts | 21,646 | 25,260 |
| NONCURRENT ASSETS: | | |
| Capital Assets: | | |
| Buildings and Improvements | 24,561,009 | 23,962,405 |
| Equipment | 1,604,828 | 1,599,143 |
| Less Accumulated Depreciation | (7,419,141) | (6,643,050) |
| Total Assets | 23,841,785 | 25,279,736 |
| <u>DEFERRED OUTFLOW OF RESOURCES</u> | | |
| Related to Pension Liability | 1,544,583 | 1,844,213 |
| Total Assets and Deferred Outflows of Resources | \$ 25,386,368 | \$ 27,123,949 |
| <u>LIABILITIES</u> | | |
| CURRENT LIABILITIES: | | |
| Accrued Salaries Payable | 258,623 | 208,824 |
| Accounts Payable | 2,564,488 | 1,319,819 |
| Due To Other Funds | 982,920 | 285,484 |
| Funds Held For Others | 21,646 | 25,260 |
| Compensated Absences Payable | 53,172 | 58,637 |
| Tax Anticipation Notes Payable | 1,021,757 | 997,829 |
| Due to Other Governments | 0 | 693,950 |
| NONCURRENT LIABILITIES: | | |
| Compensated Absences Payable | 212,688 | 234,549 |
| Net Obligation for Other Post-Employment Benefits | 224,375 | 212,537 |
| Net Pension Liability | 1,749,296 | 3,084,325 |
| Total Liabilities | 7,088,965 | 7,121,214 |
| <u>DEFERRED INFLOW OF RESOURCES</u> | | |
| Subsequent Year's Property Taxes | 1,243,868 | 1,166,286 |
| Related to Pension Liability | 41,167 | 29,036 |
| Total Deferred Inflow of Resources | 1,285,035 | 1,195,322 |
| <u>NET POSITION</u> | | |
| Invested in Capital Assets | 18,746,696 | 18,918,498 |
| Unrestricted | (1,734,328) | (111,085) |
| Total Net Position | \$ 17,012,368 | \$ 18,807,413 |

#18-026 County Nursing Home

Exhibit F-2

COUNTY OF CHAMPAIGN, ILLINOIS
NURSING HOME FUND
SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
ACTUAL AND BUDGET (NON-GAAP BASIS)
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2016

| | 2016 | | | | 2015 |
|---|---------------------------|--------------------------------|-------------------|----------------------|---------------------------|
| | Actual (GAAP Basis) | Actual (Budgetary Basis) | Budget (Final) | Budget (Original) | Actual (GAAP Basis) |
| OPERATING REVENUES: | | | | | |
| Charges for Services | \$11,353,204 | \$12,837,268 | \$15,585,241 | \$15,542,306 | \$13,314,667 |
| Miscellaneous | 3,268 | (3,776) | 29,500 | 29,500 | 33,476 |
| Total Operating Revenues | 11,356,472 | 12,833,492 | 15,614,741 | 15,571,806 | 13,348,143 |
| OPERATING EXPENSES: | | | | | |
| Salaries | 6,667,136 | 6,692,520 | 7,238,215 | 7,106,873 | 6,034,219 |
| Fringe Benefits | 1,027,453 | 1,978,054 | 2,543,299 | 2,674,641 | 2,451,180 |
| Commodities | 843,742 | 392,151 | 868,304 | 884,696 | 851,321 |
| Services | 4,711,924 | 4,029,190 | 5,472,504 | 5,169,062 | 5,339,185 |
| Capital Outlay | 0 | 312,287 | 361,885 | 556,000 | 0 |
| Depreciation | 776,091 | 0 | 0 | 0 | 729,799 |
| Total Operating Expenses | 14,026,346 | 13,404,202 | 16,484,207 | 16,391,272 | 15,405,704 |
| OPERATING INCOME (LOSS) | (2,669,874) | (570,710) | (869,466) | (819,466) | (2,057,561) |
| NON-OPERATING REVENUES (EXPENSES): | | | | | |
| Property Tax | 1,162,511 | \$1,197,967 | 1,173,917 | 1,173,917 | 1,175,543 |
| Intergovernmental Revenue | 0 | 0 | 0 | 0 | 0 |
| Investment Earnings | 545 | 545 | 300 | 300 | 488 |
| Donations | 4,542 | 4,542 | 3,500 | 3,500 | 5,400 |
| Gain (Loss) on Disposal of Capital Assets | 0 | 0 | 0 | 0 | 0 |
| Interest Expense | (6,955) | (6,955) | (11,000) | (7,000) | (2,974) |
| Net Non-Operating Revenues (Expenses) | 1,160,643 | 1,196,099 | 1,166,717 | 1,170,717 | 1,178,457 |
| INCOME (LOSS) BEFORE TRANSFERS | (1,509,231) | 625,389 | 297,251 | 351,251 | (879,104) |
| Transfers In | 0 | 0 | 0 | 0 | 0 |
| Transfers Out | (285,814) | (23,712) | (307,765) | (311,765) | (307,490) |
| CHANGE IN NET POSITION | (1,795,045) | 601,677 | (10,514) | 39,486 | (1,186,594) |
| NET POSITION--Beginning of Year | 18,807,413 | (359,849) | (359,849) | (359,849) | 19,994,007 |
| NET POSITION--End of Year | 17,012,368 | 241,828 | (370,363) | (320,363) | 18,807,413 |
| Revenues/Transfers In Conversion to GAAP Basis | | (1,512,476) | | | |
| Expenses/Transfers Out Conversion to GAAP Basis | | (884,246) | | | |
| Beginning Net Position Conversion to GAAP Basis | | 19,167,262 | | | |
| GAAP Basis Net Position | | 17,012,368 | | | |

#18-026 County Nursing Home

COUNTY OF CHAMPAIGN, ILLINOIS
NURSING HOME FUND
COMPARATIVE STATEMENT OF CASH FLOWS
FOR THE FISCAL YEARS ENDED DECEMBER 31, 2016 and 2015

Exhibit F-3

| | 2016 | 2015 |
|---|---------------|---------------|
| CASH FLOWS FROM OPERATING ACTIVITIES: | | |
| Cash Receipts from Customers | \$ 12,584,162 | \$ 13,536,138 |
| Cash Payments to Employees for Services | (8,644,863) | (6,079,952) |
| Cash Payments to Suppliers and Other Funds For Goods and Services | (6,287,536) | (8,355,523) |
| Net Cash Provided (Used) By Operating Activities | (348,037) | (899,337) |
| CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES: | | |
| Property Taxes Received | 1,162,511 | 1,175,543 |
| Gifts And Donations Received | 4,542 | 5,400 |
| Cash Received from Tax Anticipation Borrowing | 1,021,757 | 997,829 |
| Tax Anticipation Borrowing Repaid | (997,829) | (971,120) |
| Interest Paid on Tax Anticipation Borrowing | (6,955) | (2,974) |
| Transfers/Loans Paid To Other Funds | (285,814) | (307,490) |
| Net Cash Provided (Used) By Non-Capital Financing Activities | 898,212 | 897,188 |
| CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES: | | |
| Payments for Acquisition and Construction of Capital Assets | (604,289) | (336,897) |
| Net Cash Provided (Used) By Capital and Related Financing Activities | (604,289) | (336,897) |
| CASH FLOWS FROM INVESTMENT ACTIVITIES: | | |
| Interest Received on Investments and Bank Deposits | 545 | 488 |
| Net Cash Provided (Used) By Investment Activities | 545 | 488 |
| NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS | (53,569) | (338,558) |
| Cash and Cash Equivalents at Beginning of Year | 366,629 | 705,187 |
| Cash and Cash Equivalents at End of Year | \$ 313,060 | \$ 366,629 |
| RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES: | | |
| Operating Income (Loss) | (\$2,669,874) | (\$2,057,561) |
| Adjust For Non-Cash Revenue/Expense: | | |
| Depreciation Expense | 776,091 | 729,799 |
| Increase (Decrease) in Net Obligation for OPEB | 11,838 | 21,723 |
| Decrease (Increase) in Net Deferred Inflows/Outflows | 311,761 | (1,122,473) |
| Increase(Decrease) in Net Pension Liability | (1,335,029) | 1,539,668 |
| Adjust For Non-Revenue/Expense Cash Flows: | | |
| Decrease (Increase) in Receivables | 1,227,690 | 223,451 |
| Decrease (Increase) in Due From Other Funds | 0 | (35,456) |
| Decrease (Increase) in Inventories | 0 | (15,347) |
| Decrease (Increase) in Prepaid Items | 58,858 | (59,453) |
| Increase (Decrease) in Salaries & Compensated Absences Payable | 22,473 | (45,733) |
| Increase (Decrease) in Payables | 1,244,669 | (182,068) |
| Increase (Decrease) in Due to Other Governments | (693,950) | 43,480 |
| Increase (Decrease) in Due To Other Funds | 697,436 | 60,633 |
| Net Cash Provided (Used) By Operating Activities | \$ (348,037) | \$ (899,337) |

Non-cash Investing, Capital and Financing Activities:

In fiscal year 2016, the Nursing Home did not receive any non-cash donations.

#18-026 County Nursing Home

This page was intentionally left blank.

#18-026 County Nursing Home

ENTERPRISE FUNDS

Purpose: Enterprise funds are used to account for activities for which a fee is charged to external users for goods or services.

#18-026 County Nursing Home

Exhibit F-1

COUNTY OF CHAMPAIGN, ILLINOIS
NURSING HOME FUND
COMPARATIVE STATEMENT OF NET POSITION
DECEMBER 31, 2015 and 2014

| <u>ASSETS</u> | <u>2015</u> | <u>2014</u> |
|---|-------------------|-------------------|
| CURRENT ASSETS: | | |
| Cash | \$366,629 | \$705,187 |
| Investments | 0 | 0 |
| Receivables, Net of Uncollectible Amounts: | | |
| Patient Accounts | 3,553,516 | 3,850,165 |
| Property Taxes | 1,166,286 | 1,134,954 |
| Intergovernmental | 1,122,431 | 1,048,241 |
| Accrued Interest | 0 | 0 |
| Other | 828 | 1,820 |
| Due From Other Funds | 35,456 | 0 |
| Inventories | 21,112 | 5,765 |
| Prepaid Expenses | 69,720 | 10,267 |
| Resident Trust Accounts | 25,260 | 20,720 |
| NONCURRENT ASSETS: | | |
| Capital Assets: | | |
| Buildings and Improvements | 23,962,405 | 23,768,952 |
| Construction in Progress | 0 | 0 |
| Equipment | 1,599,143 | 1,455,699 |
| Less Accumulated Depreciation | (6,643,050) | (5,913,251) |
| Total Assets | <u>25,279,736</u> | <u>26,088,519</u> |
| DEFERRED OUTFLOW OF RESOURCES | | |
| Deferred amount related to Pension Liability | <u>1,844,213</u> | <u>0</u> |
| Total Assets and Deferred Outflows of Resources | <u>27,123,949</u> | <u>26,088,519</u> |
| <u>LIABILITIES</u> | | |
| CURRENT LIABILITIES: | | |
| Accrued Salaries Payable | 208,824 | 195,802 |
| Accounts Payable | 1,319,819 | 1,501,887 |
| Due To Other Funds | 285,484 | 224,851 |
| Funds Held For Others | 25,260 | 20,720 |
| Compensated Absences Payable | 58,637 | 351,941 |
| Tax Anticipation Notes Payable | 997,829 | 971,120 |
| Due to Other Governments | 693,950 | 650,470 |
| NONCURRENT LIABILITIES: | | |
| Compensated Absences Payable | 234,549 | 0 |
| Net Obligation for Other Post-Employment Benefits | 212,537 | 190,814 |
| Net Pension Liability | <u>3,084,325</u> | <u>0</u> |
| Total Liabilities | <u>7,121,214</u> | <u>4,107,605</u> |
| DEFERRED INFLOW OF RESOURCES | | |
| Subsequent year's property taxes | 1,166,286 | 1,134,954 |
| Related to Pension Liability | 29,036 | 0 |
| Total Deferred Inflow of Resources | <u>1,195,322</u> | <u>1,134,954</u> |
| <u>NET POSITION</u> | | |
| Invested in Capital Assets | 18,918,498 | 19,311,400 |
| Unrestricted | <u>(111,085)</u> | <u>1,534,660</u> |
| Total Net Position | <u>18,807,413</u> | <u>20,845,960</u> |

#18-026 County Nursing Home

Exhibit F-2

COUNTY OF CHAMPAIGN, ILLINOIS
NURSING HOME FUND
SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
ACTUAL AND BUDGET (NON-GAAP BASIS)
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2015

| | 2015 | | | | 2014 |
|--|---------------------------|--------------------------------|--------------------|----------------------|---------------------------|
| | Actual (GAAP Basis) | Actual (Budgetary Basis) | Budget (Final) | Budget (Original) | Actual (GAAP Basis) |
| OPERATING REVENUES: | | | | | |
| Charges for Services | \$13,314,667 | \$13,325,107 | \$15,400,134 | \$15,400,134 | \$15,842,972 |
| Miscellaneous | 33,476 | 33,476 | 27,500 | 27,500 | 47,168 |
| Total Operating Revenues | 13,348,143 | 13,358,583 | 15,427,634 | 15,427,634 | 15,890,140 |
| OPERATING EXPENSES: | | | | | |
| Salaries | 6,034,219 | 6,088,799 | 7,468,460 | 7,479,687 | 6,701,210 |
| Fringe Benefits | 2,451,180 | 2,012,120 | 2,588,722 | 2,577,495 | 2,301,060 |
| Commodities | 851,321 | 867,890 | 919,493 | 841,676 | 1,251,993 |
| Services | 5,339,185 | 5,274,279 | 5,323,327 | 5,119,454 | 5,714,702 |
| Capital Outlay | 0 | 237,639 | 289,452 | 571,142 | 0 |
| Depreciation | 729,799 | 0 | 0 | 0 | 807,945 |
| Total Operating Expenses | 15,405,704 | 14,480,727 | 16,589,454 | 16,589,454 | 16,776,910 |
| OPERATING INCOME (LOSS) | (2,057,561) | (1,122,144) | (1,161,820) | (1,161,820) | (886,770) |
| NON-OPERATING REVENUES (EXPENSES): | | | | | |
| Property Tax | 1,175,543 | 1,140,087 | 1,142,494 | 1,142,494 | 1,096,991 |
| Intergovernmental Revenue | 0 | 0 | 0 | 0 | 0 |
| Investment Earnings | 488 | 488 | 300 | 300 | 442 |
| Donations | 5,400 | 5,400 | 3,500 | 3,500 | 8,785 |
| Gain (Loss) on Disposal of Capital Assets | 0 | 0 | 0 | 0 | 0 |
| Interest Expense | (2,974) | (2,974) | (7,000) | (7,000) | (3,790) |
| Net Non-Operating Revenues (Expenses) | 1,178,457 | 1,143,001 | 1,139,294 | 1,139,294 | 1,102,428 |
| INCOME (LOSS) BEFORE TRANSFERS | (879,104) | 20,857 | (22,526) | (22,526) | 215,658 |
| Transfers In | 0 | 0 | 0 | 0 | 0 |
| Transfers Out | (307,490) | (307,490) | (317,665) | (317,665) | (307,665) |
| CHANGE IN NET POSITION | (1,186,594) | (286,633) | (340,191) | (340,191) | (92,007) |
| NET POSITION--Beginning of Year (As Restated) | 19,994,007 | (73,216) | (73,216) | (73,216) | 20,937,967 |
| NET POSITION--End of Year | 18,807,413 | (359,849) | (413,407) | (413,407) | 20,845,960 |
| Revenues/Transfers In Conversion to GAAP Basis | | 25,016 | | | |
| Expenses/Transfers Out Conversion to GAAP Basis | | (924,977) | | | |
| Beginning Net Position Conversion to GAAP Basis | | 20,067,223 | | | |
| GAAP Basis Net Position | | 18,807,413 | | | |

#18-026 County Nursing Home

COUNTY OF CHAMPAIGN, ILLINOIS
NURSING HOME FUND
COMPARATIVE STATEMENT OF CASH FLOWS
FOR THE FISCAL YEARS ENDED DECEMBER 31, 2015 and 2014

Exhibit F-3

| | 2015 | 2014 |
|---|------------------|----------------|
| CASH FLOWS FROM OPERATING ACTIVITIES: | | |
| Cash Receipts from Customers | \$13,538,138 | \$14,095,580 |
| Cash Payments to Employees for Services | (8,079,952) | (6,627,779) |
| Cash Payments to Suppliers and Other Funds For Goods and Services | (8,355,523) | (9,219,123) |
| Net Cash Provided (Used) By Operating Activities | (899,337) | (1,751,322) |
| CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES: | | |
| Property Taxes Received | 1,175,543 | 1,096,991 |
| Operating Grants Received | 0 | 0 |
| Gifts And Donations Received | 5,400 | 8,785 |
| Cash Received from Tax Anticipation Borrowing | 997,829 | 1,909,005 |
| Tax Anticipation Borrowing Repaid | (971,120) | (937,885) |
| Interest Paid on Tax Anticipation Borrowing | (2,974) | (3,790) |
| Cash Received from Intergovernmental Borrowing | 0 | 438,053 |
| Transfers/Loans Received From Other Funds | 0 | 0 |
| Transfers/Loans Paid To Other Funds | (307,490) | (307,665) |
| Net Cash Provided (Used) By Non-Capital Financing Activities | 897,188 | 2,203,494 |
| CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES: | | |
| Cash Received from Sale of Capital Assets | 0 | 0 |
| Payments for Acquisition and Construction of Capital Assets | (338,897) | (117,041) |
| Net Cash Provided (Used) By Capital and Related Financing Activities | (338,897) | (117,041) |
| CASH FLOWS FROM INVESTMENT ACTIVITIES: | | |
| Interest Received on Investments and Bank Deposits | 488 | 442 |
| Net Cash Provided (Used) By Investment Activities | 488 | 442 |
| NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS | (338,558) | 335,573 |
| Cash and Cash Equivalents at Beginning of Year | 705,187 | 369,614 |
| Cash and Cash Equivalents at End of Year | 366,629 | 705,187 |
| RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES: | | |
| Operating Income (Loss) | (\$2,057,561) | (\$886,770) |
| Adjust For Non-Cash Revenue/Expense: | | |
| Depreciation Expense | 729,799 | 807,945 |
| Bad Debt Expense | 0 | 311,984 |
| Increase (Decrease) in Net Obligation for OPEB | 21,723 | 25,628 |
| Decrease (Increase) in Net Deferred Inflows/Outflows | (1,122,473) | 0 |
| Increase(Decrease) in Net Pension Liability | 1,539,668 | 0 |
| Adjust For Non-Revenue/Expense Cash Flows: | | |
| Decrease (Increase) in Receivables | 223,451 | (1,567,022) |
| Decrease (Increase) in Intergovernmental Receivables | 0 | (539,522) |
| Decrease (Increase) in Due From Other Funds | (35,456) | 0 |
| Decrease (Increase) in Inventories | (15,347) | 5,974 |
| Decrease (Increase) in Prepaid Items | (59,453) | 8,984 |
| Increase (Decrease) in Salaries & Comp Absences Payable | (45,733) | 0 |
| Increase (Decrease) in Payables | (182,068) | 391,170 |
| Increase (Decrease) in Due to Other Govts | 43,480 | 212,417 |
| Increase (Decrease) in Due To Other Funds | 60,633 | (523,108) |
| Net Cash Provided (Used) By Operating Activities | (899,337) | (1,751,322) |

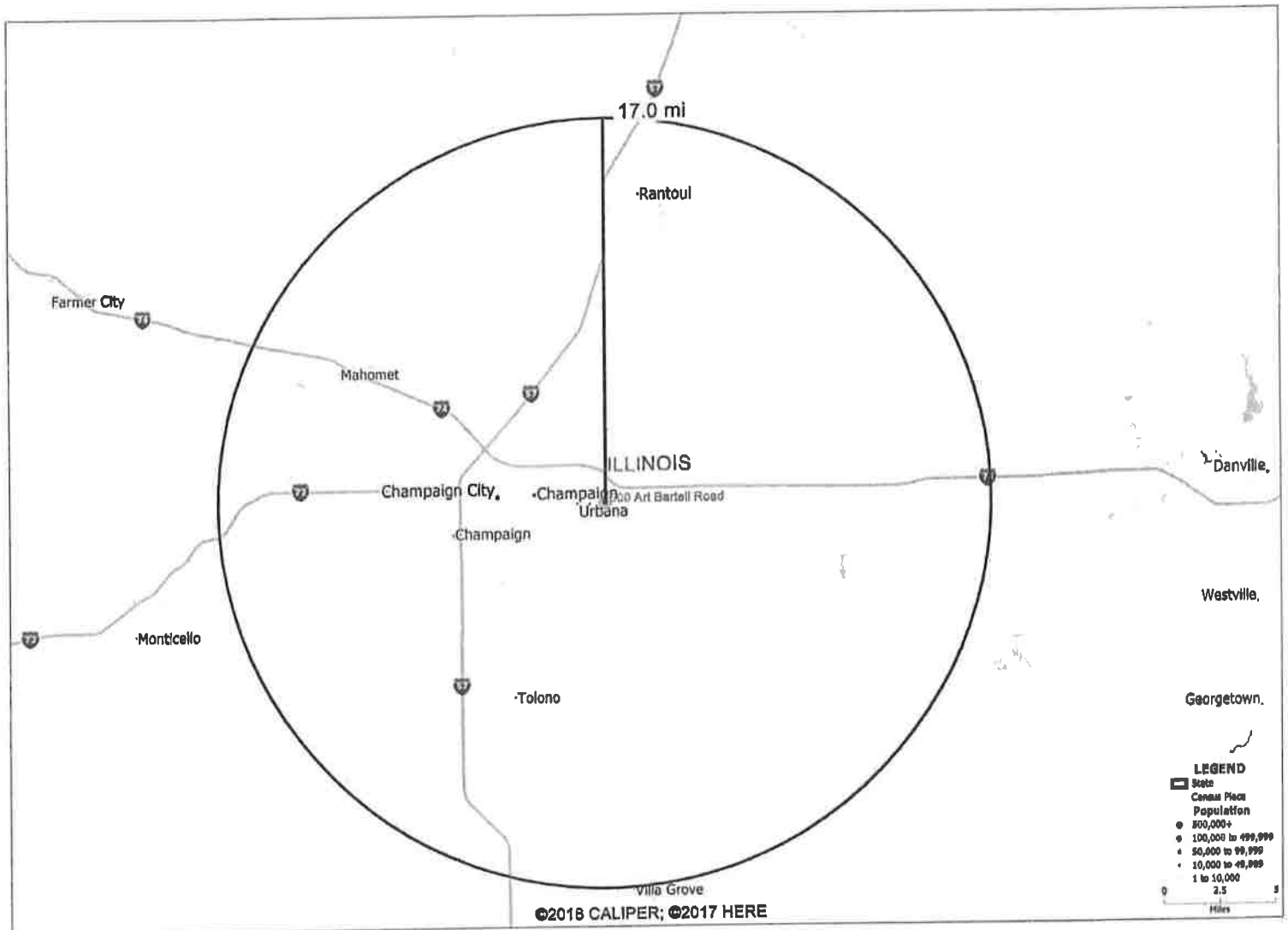
Non-cash Investing, Capital and Financing Activities:

In fiscal year 2015, the Nursing Home did not receive any non-cash donations.

#18-026 County Nursing Home

This page was intentionally left blank.

#18-026 County Nursing Home



#18-026 County Nursing Home

Section III, Project Purpose, Background and Alternatives – Information Requirements **Criterion 1110.230(c), Project Purpose, Background and Alternatives**

Alternatives

1. Do Nothing

The Champaign County Board concluded that notably adverse circumstances would eventually arise if it did not take thoughtful and strategic action. The operation of the Nursing Home has yielded substantial losses every year for an extended period of time. Champaign County explored commercially reasonable means to operate the facility more efficiently or effectively without sacrificing resident care. It engaged external consultants and operators to assist in the operation without success. Champaign County concluded is not feasible to continue operating the Nursing Home and would be fiscally irresponsible when considering the obligations to the entire population of Champaign County. Further, the long-term interests of the residents of the Nursing Home would be compromised by not taking affirmative action to provide for their present, as well as their future health needs.

Cost: Technically, doing nothing would have no cost. However, the financial and social cost would be such that this alternative had to be disregarded as a viable option.

2. Close Champaign County Nursing Home

From a purely fiscal perspective, this alternative might make the most sense. However, Champaign County takes its commitment to providing care to the underserved residents of Champaign County seriously. History has shown that a County-run facility simply exiting the market without any organized plan on how to continue providing care to the residents dependent upon the County can have a notably adverse effect on access to care. For that reason, simply announcing the closure of the facility and transferring the existing residents to other facilities was not the responsible option from either a social or a health planning perspective.

Cost: The cost of closing the Nursing Home would not be significant to Champaign County. However, the cost to current residents and the potential impact of not considering future residents would be substantial. This option is not consistent with the goal of identifying an orderly way to exit the marketplace and still provide for future Champaign County residents.

3. Bring in an Experienced Management Company to Operate the Facility

This option was tried and did not succeed. A reputable and experienced management company was identified and brought in to operate the Nursing Home. Despite their experience over that of Champaign County's, the facility continues to operate at a substantial loss and necessitated the exploration of additional alternatives.

Cost: The cost of this alternative was worth trying – but having done so and having been unable to produce the necessary results, is not worth pursuing again.

4. Pursue a Joint-Venture between Champaign County and a Private Entity

There is no incentive for a private operator to take on the risk involved with the ownership and operation of a long-term care facility without being able to enjoy the potential upside. There is no reason for Champaign County to continue in its ownership capacity if all efforts have yielded the conclusion that the County needs to exit the marketplace as a provider of long-term care services.

#18-026 County Nursing Home

Cost: The cost would be similar to the current proposal, but with the guarantee of further fiscal strain. When compared to the current proposal, a joint venture with continued ownership interest does not make any sense.

5. Sell Champaign County Nursing Home Outright

From a purely financial perspective, along with the possibility of simply closing the Nursing Home, selling it makes the most sense. It would relieve Champaign County of the financial burden of owning and operating a skilled nursing facility. Further, the proceeds from the sale should be sufficient to retire the bonds issued for the Nursing Home's construction.

Cost: \$11,000,000

#18-026 County Nursing Home

Section IV, Project Scope, Utilization, and Unfinished/Shell Space **Criterion 1110.234(a), Size of the Project**

The proposed project contemplates the transfer of operational control of the Nursing Home from Champaign County to University Rehabilitation Center of C-U, LLC and transfer of the physical plant to University Rehab Real Estate, LLC. Pursuant to Section 1110, Appendix B of the HFSRB's rules, the State standard is 350-570 gross square feet per bed for a total of 85,050 – 138,510 gross square feet for 243 beds. The total gross square footage of the Nursing Home is 133,192 of gross square feet (or 548.12 GSF per bed). Accordingly, the Nursing Home meets the State standard per bed.

| SIZE OF PROJECT | | | | |
|--------------------|-----------|------------------|------------|----------------------|
| DEPARTMENT/SERVICE | BGSF/DGSF | STATE STANDARD | DIFFERENCE | MET STANDARD? |
| Nursing | 133,192 | 85,050 – 138,510 | N/A | Meets State Standard |

#18-026 County Nursing Home

Section IV, Project Scope, Utilization, and Unfinished/Shell Space **Criterion 1110.234(b), Project Services Utilization**

By the second year of operation, annual utilization of the Nursing Home shall exceed HFSRB's utilization standard of 90%. Pursuant to Section 1125.210(c) of the State Board's rules, general long-term care facility should operate at or above an annual utilization rate of 90%. The Nursing Home operates 195 skilled nursing beds. To achieve 90% utilization, the Nursing Facility would need an average of 176 residents per day (or 64,058 resident days). Historically, the Nursing Home has exceeded the State Board standard and is expected to continue to meet the State Board standard in the future.

| Table 1110.234(b) Utilization | | | | | |
|----------------------------------|----------------|------------------------|-----------------------|----------------|---------------|
| | Dept./ Service | Historical Utilization | Projected Utilization | State Standard | Met Standard? |
| 2016 | Nursing | 67,098 | N/A | 64,233 | Yes |
| 2017 | Nursing | 52,721 | N/A | 64,058 | No |
| 2020 | Nursing | N/A | 66,795 | 64,233 | |

#18-026 County Nursing Home

Section IV, Project Scope, Utilization, and Unfinished/Shell Space

Criterion 1110.234(c), Unfinished or Shell Space

This project will not include unfinished space designed to meet an anticipated future demand for service. Accordingly, this criterion is not applicable.

#18-026 County Nursing Home

Section IV, Project Scope, Utilization, and Unfinished/Shell Space **Criterion 1110.234(d), Assurances**

This project will not include unfinished space designed to meet an anticipated future demand for service. Accordingly, this criterion is not applicable.

#18-026 County Nursing Home

Criterion 1110.240(b), Impact Statement

1. Transactional Documents

The executed Asset Purchase Agreement for the Nursing Home is attached at Attachments19A. Language conditioning the change of ownership upon HFSRB approval is included in Sections 4a and 10c of the Asset Purchase Agreement.

2. Change in Services Currently Offered

There will be no change in the services currently offered at Champaign County Nursing Home.

3. Operating Entity

University Rehabilitation Center of C-U, LLC will be the operating entity of the Nursing Home.

4. Reason for the Transaction

The purpose of the proposed acquisition of the Nursing Home is to maintain access to high quality skilled nursing home services to residents of Champaign County. University Rehabilitation Center of C-U, LLC has expertise in value engineering and can implement programs designed to improve quality and reduce costs that are not available to the Champaign County. Through value engineering University Rehabilitation Center of C-U, LLC will redesign patient care and eliminate functional redundancies to ensure the Nursing Home remains viable in the future.

5. Anticipated Additions or Reductions of Employees

No significant additions or reductions in employees are anticipated. University Rehabilitation Center of C-U, LLC determines its staffing needs according to its census. Going forward, staffing hours and/or positions will be added or reduced according to resident census and care needs. The Applicants anticipate no reduction in employees.

6. Cost-Benefit Analysis

The proposed transaction contemplates a change of ownership of the Nursing Home. University Rehab Real Estate, LLC will acquire substantially all of the assets of the Nursing Home for \$11,000,000. While the Applicants will incur costs inherent in operating a skilled nursing facility, it will likely achieve costs savings through value engineering initiatives.

#18-026 County Nursing Home

ASSET PURCHASE AGREEMENT

by and between

THE COUNTY OF CHAMPAIGN, ILLINOIS,
a public body corporate and politic of the State of Illinois,
as Seller

and

ALTITUDE ACQUISITIONS, LLC,
an Illinois limited liability company,
as Purchaser

July 23, 2018

Champaign County Nursing Home
500 South Art Bartell Road
Urbana, Illinois 61802

#18-026 County Nursing Home

TABLE OF CONTENTS

| | PAGE |
|--|------|
| 1. PURCHASE AND SALE..... | 1 |
| 2. THE PROPERTY | 2 |
| 3. EXCLUDED PROPERTY | 2 |
| 4. CLOSING | 2 |
| 5. PURCHASE PRICE | 3 |
| 6. COSTS AND CREDITS | 4 |
| 7. PRORATIONS | 4 |
| 8. DUE DILIGENCE..... | 5 |
| 9. TITLE AND SURVEY | 5 |
| 10. PRE-CLOSING COVENANTS | 6 |
| 11. CONVEYANCES | 8 |
| 12. CLOSING DELIVERIES | 8 |
| 13. SELLER'S REPRESENTATIONS AND WARRANTIES | 10 |
| 14. PURCHASER'S REPRESENTATIONS AND WARRANTIES | 11 |
| 15. CONDITIONS TO PURCHASER'S OBLIGATIONS | 12 |
| 16. CONDITIONS TO SELLER'S OBLIGATIONS | 14 |
| 17. ACCESS TO RECORDS | 15 |
| 18. CASUALTY/CONDEMNATION | 15 |
| 19. INDEMNIFICATION | 17 |
| 20. TERMINATION | 19 |
| 21. LIABILITIES | 20 |
| 22. POST-CLOSING COVENANTS..... | 21 |
| 23. PUBLICITY | 22 |
| 24. NOTICES | 22 |
| 25. BROKERS..... | 23 |
| 26. CONSENT..... | 24 |
| 27. ASSIGNMENT | 24 |
| 28. CONSENT..... | 24 |
| 29. EXHIBITS AND SCHEDULES | 24 |
| 30. TIME IS OF THE ESSENCE..... | 24 |
| 31. AMENDMENTS; SOLE AGREEMENT | 24 |
| 32. SUCCESSORS | 24 |
| 33. CAPTIONS..... | 24 |
| 34. GOVERNING LAW | 24 |
| 35. SEVERABILITY..... | 25 |
| 36. USAGE..... | 25 |
| 37. HOLIDAYS..... | 25 |
| 38. COUNTERPARTS; .PDF SIGNATURES..... | 25 |
| 39. NO JOINT VENTURE..... | 25 |
| 40. NO STRICT CONSTRUCTION..... | 25 |
| 41. ATTORNEYS FEES | 25 |
| 42. WAIVER OF JURY TRIAL | 25 |

#18-026 County Nursing Home

SCHEDULES AND EXHIBITS

| | |
|--------------------|---|
| Schedule 9(c)(ii) | Permitted Title Exceptions |
| Schedule 9(c)(iii) | Permitted Exceptions – Easements and Covenants to be Recorded |
| Schedule 13(h) | Litigation |
| Exhibit A | Legal Description |
| Exhibit B | Strict Joint Order Escrow |
| Exhibit C | Operations Transfer Agreement |

#18-026 County Nursing Home

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*") is made and entered into as of this 23rd day of July, 2018 (the "*Effective Date*"), by and between **THE COUNTY OF CHAMPAIGN, ILLINOIS**, a public body corporate and politic of the State of Illinois ("*Seller*"), as seller, and **ALTITUDE ACQUISITIONS, LLC**, an Illinois limited liability company ("*Purchaser*"), as purchaser.

RECITALS

A. Seller owns and is the licensed operator of that certain 220 bed nursing facility, which is licensed for 243 skilled nursing beds, commonly known as Champaign County Nursing Home, 500 South Art Bartell Road, Champaign, Illinois 61802 (the "*Facility*"), including (i) the land on which the Facility is located, which is legally described on **Exhibit A**, attached hereto and made a part hereof, together with all easements, hereditaments, privileges and appurtenances appurtenant thereto (collectively, the "*Land*"), (ii) the buildings and improvements located on the Land, including the Facility and any patios, courtyards, fences, parking areas and storage structures (the "*Improvements*"), and (iii) the furniture, fixtures, equipment and systems located in the Improvements and used in connection with the ownership and operation of the Facility (the "*FF&E*").

B. Seller desires to sell and transfer the Property (as hereinafter defined) to Purchaser and Purchaser desires to purchase the Property from Seller on the terms and conditions set forth in this Agreement.

C. Concurrent with the closing of the transactions contemplated herein, Purchaser may, as lessor, enter into a new lease agreement for the Facility with Altitude Acquisitions, LLC, an Illinois limited liability company ("*New Operator*"), pursuant to which New Operator, as lessee, shall be the new licensed operator of the Facility.

D. Certain operational matters related to the transfer of the operations of the Facility from Seller to New Operator not otherwise addressed herein shall be handled pursuant to the terms of a separate operations transfer agreement (the "*OTA*") to be entered into by and among Seller, New Operator and SAK Management Services, LLC ("*Manager*"), which shall govern with respect to the transfer of the operations of the Facility from Seller and Manager to New Operator and shall provide for a closing thereunder concurrent with the Closing (as hereinafter defined) under this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Purchase Price (as hereinafter defined) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. **PURCHASE AND SALE.** On the terms and conditions set forth herein, (a) Seller shall sell, assign, transfer, convey and deliver fee simple title in the Real Property to Purchaser on the Closing Date and Purchaser shall purchase the Real Property from Seller free and clear of all liens other than Permitted Exceptions (as defined herein), (b) Seller shall sell, assign, transfer, convey and deliver the Personal Property to Purchaser and Purchaser

#18-026 County Nursing Home

shall purchase, receive and accept the Personal Property from Seller free and clear of all liens, and (c) Seller shall assign, transfer, convey and deliver the Intangible Property to Purchaser, and Purchaser shall purchase, receive and accept the Intangible Property from Seller free and clear of all liens.

2. **THE PROPERTY.** The "**Property**" shall collectively be the following:

a. **Real Property.** The real property shall consist of all of Seller's right, title and interest in: (i) the Land, (ii) the Improvements, (iii) the FF&E, (iv) any other interest of Seller in all easements, if any, to the extent of any such interest of Seller and (v) any other structure or improvements located on the Land (collectively, the "**Real Property**").

b. **Personal Property.** The personal property shall consist of all of Seller's right, title and interest in the computer hardware, telephones and telephone systems, non-proprietary marketing and promotional materials relating to the Facility, including data from websites or internet domains associated with the Facility, non-proprietary stationery, kitchen equipment, resident room furnishings in the possession of Seller or relating to the Real Property or the Improvements and all other tangible property and assets (except for FF&E) that is located on the Real Property and utilized in connection with the owning, operating or managing of the Facility (collectively, the "**Personal Property**").

c. **Intangible Property.** The intangible property being assigned, set over and transferred by Seller to Purchaser shall consist of: (i) any special use permits from the city or municipality, (ii) any certificate of need, (iii) goodwill associated with the business and the reputation of the Facility, and (iv) any third party warranties or guaranties associated with the Property, all to the extent related specifically to the Facility and as assignable by law (collectively, the "**Intangible Property**").

3. **EXCLUDED PROPERTY.** Notwithstanding those items set forth in **Section 2** above, the following shall be excluded from the sale by Seller to Purchaser hereunder (collectively, the "**Excluded Property**"): (a) cash and cash equivalents, short-term investments and third-party payor settlements, (b) Seller's rights under this Agreement and the agreements to be executed in connection herewith, (c) Seller's organizational documents, (d) personal property owned by residents of the Facility and not by Seller, (e) personal property owned by third party vendors and leased to Seller or any entity providing services at the Facility for use in connection with the operations of the Facility as indicated on Schedule 3, except to the extent Seller's interest in such leased property is legally transferable and expressly assumed by Purchaser or New Operator under this Agreement or the OTA as listed on Schedule 3, (f) any confidential or proprietary information of Seller or Seller's affiliates that is not primarily used or held in connection with the Facility, (g) any accounts receivable, accounts payable or liabilities associated with the operation of the Facility prior to the Closing Date, and (h) any items transferred pursuant to the terms of the OTA.

4. **CLOSING.**

a. **Closing Date.** The closing of the purchase and sale pursuant to this Agreement (the "**Closing**") shall take place through an escrow (the "**Closing Escrow**") to be

#18-026 County Nursing Home

established with First American Title Insurance Company (the "***Title Company***"), pursuant to escrow instructions that conform to the terms hereof, on the first day of the first month after CON Approval (as hereinafter defined), provided however Purchaser shall have the option to extend the Closing Date for two additional one-month periods, to be effective at 12:01 a.m. on the following day (the "***Closing Date***"), provided that all other conditions to close as set forth herein have been satisfied or waived pursuant to the terms of this Agreement prior to the Closing Date.

b. **Possession.** All FF&E and Personal Property shall be located at the Facility on the Closing Date. After the Closing, Purchaser shall have free and clear title to the Property, subject to the Permitted Exceptions, and be entitled to possession of the Property, subject only to the possessory rights of the residents at the Facility in accordance with ordinary course operation of the Facility.

5. PURCHASE PRICE.

a. **Purchase Price.** In consideration for the conveyance of the Property, Purchaser shall pay to Seller the amount of **ELEVEN MILLION DOLLARS (\$11,000,000.00)** (the "***Purchase Price***"), payable in immediately available funds on the Closing Date, plus or minus the credits and prorations set forth in this Agreement.

b. **Escrow Deposit.** Purchaser previously deposited with Seller the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), as earnest money (the "***Initial Escrow Deposit***"). Within one (1) business days after the Effective Date, Seller and Purchaser shall execute the Strict Joint Order Escrow Instructions in the form of Exhibit B. Within three (3) business days of the execution of this Agreement, Seller shall transfer the Initial Escrow Deposit into the escrow established with the Title Company and Purchaser shall deposit with Title Company the additional amount of Eight Hundred Fifty Thousand Dollars (\$850,000.00) (the "***Additional Escrow Deposit***") and, collectively with the Initial Escrow Deposit, the "***Escrow Deposit***"). The Escrow Deposit and any interest earned thereon shall be credited to Purchaser against the Purchase Price at Closing and transferred to the Closing Escrow for disbursement as provided herein.

c. **Purchase Price Allocation.** Prior to the Closing, the parties to this Agreement expressly agree to use best efforts to allocate the Purchase Price of the Property and among the real, personal and intangible property for all tax purposes. Purchaser's proposal for an allocation shall be delivered to Seller at least five (5) business days prior to the Closing Date. Any such agreed upon allocation shall be memorialized in writing prior to the Closing. After the Closing, the parties shall make consistent use of the agreed upon allocation, fair market value and useful lives for all tax purposes and in all filings, declarations and reports with the IRS in respect thereof, including the reports required to be filed under Section 1060 of the Internal Revenue Code. In any proceeding related to the determination of any tax, neither party shall contend or represent that such allocation is not a correct allocation.

#18-026 County Nursing Home

6. COSTS AND CREDITS.

- a. **Purchaser's Charges.** On the Closing Date, Purchaser shall be responsible for the cost of the Title Commitment, Lender's Title Policy (both as hereinafter defined) and endorsements to such Title Policy and recording fees for the Deed.
- b. **Seller's Charges.** On the Closing Date, Seller shall be responsible for the cost of recording fees for the Removable Exceptions (as hereinafter defined) and Survey Defects (as hereinafter defined) which Seller is obligated or agreed to correct per Section 9(d) and for the owner's Title Policy (with Extended Coverage).
- c. **Attorney's Fees.** Except as otherwise expressly set forth herein, each party hereto shall each pay their own attorney's and other professional fees in connection with this matter.
- d. **Escrow Fees.** Seller and Purchaser shall equally pay any Closing escrow fees.
- e. **Additional Fees.** Except as expressly provided otherwise in this Agreement, all other transaction costs shall be allocated between Seller and Purchaser in the manner customary for transactions in the location of the Facility.

7. PRORATIONS. The following shall be prorated as of the Closing Date (so that Purchaser receives all of the benefits and revenues, and is responsible for all of the expenses, commencing on the Closing Date and thereafter) and shall be settled by a credit or debit against the Purchase Price at the Closing:

- a. **Real Estate Taxes.** The parties acknowledge there are no real estate taxes accrued, due or payable for the period prior to the Closing Date so there shall be no proration of real estate taxes made at Closing.
- b. **Utilities.** Seller shall pay all utility charges attributable to the Property through and including the Closing Date that are not otherwise paid or prorated by Seller pursuant to the terms of the OTA. Charges and deposits for water, fuel, gas, oil, heat, electricity and other utility and operating charges and prepaid service contracts will be based upon the last available invoice. Seller will attempt to obtain final utility meter readings as close as possible to the Closing Date.
- c. **Operational Prorations.** The operational prorations shall occur pursuant to the terms of the OTA, including without limitation, revenues and expenses pertaining to the Facility, utility charges for the billing period in which the Closing Date occurs, assumed contracts, utilities, prepaid income and expenses, bed taxes, security deposits, employee accruals, resident trust funds and other related items of revenue or expense attributable to the Facility, if any, which shall be prorated as of the Closing Date per the terms of the OTA.

#18-026 County Nursing Home

8. DUE DILIGENCE.

a. **Due Diligence Items.** Purchaser and Seller acknowledge that prior to the Effective Date, Seller has provided Purchaser with access to an online data room containing copies of due diligence materials in Seller's possession.

b. **Third Party Reports.** Purchaser shall have forty-five (45) days from the Effective Date ("**Inspection Period**") to conduct due diligence. Seller shall permit Purchaser and its representatives, lender and lender's representatives, contractors, land surveyors, environmental companies and other agents ("**Representatives**") access to the Real Property in connection with the Purchaser's third party reports and due diligence, provided that such access rights are not disruptive to the operations at the Facility, provided Purchaser has delivered proof of insurance to Seller, and further provided that Purchaser and its Representatives are at all times in compliance with all state and federal laws governing the rights of the residents of the Facility.

c. **Indemnification.** Purchaser agrees to indemnify, defend, protect and hold harmless Seller, and Seller's respective affiliates, members, officers, directors and agents from and against any loss, injury, damage, claim, lien, cost or expense, including reasonable attorneys' fees and costs, arising from or related to the access rights exercised by Purchaser or its employees, consultants, agents or Representatives under this Agreement. Purchaser shall carry, and shall cause any of its agents or representatives entering onto the Real Property to carry, workers' compensation and general liability insurance in the amount of \$1,000,000 per occurrence, which insurance shall name Seller as an additional insured. Purchaser shall keep the Property free and clear of any mechanic's or materialmen's liens arising out of any entry onto or inspection of the Property by or on behalf of Purchaser.

d. **Notice of Termination.** Purchaser shall have the right, in its sole discretion, to terminate this Agreement by written notice to Seller, at any time before the end of the Inspection Period ("**Inspection Termination Notice**"), in which event Seller shall promptly direct the Title Company to refund the Escrow Deposit to Purchaser, and all further rights and obligations of the parties hereto shall cease and terminate without any further liability of either party to the other (except those obligations which expressly survive such termination as provided in this Agreement). If Purchaser does not provide an Inspection Termination Notice on or before the end of the Inspection Period, this specific right of termination shall be itself terminated and, thereafter, Purchaser shall not have any right to terminate this Agreement based on any due diligence and the Escrow Deposit shall be nonrefundable except as otherwise expressly provided in this Agreement.

9. TITLE AND SURVEY.

a. **Title Policy.** With 10 days of execution of this Agreement, Seller shall delivered to Purchaser a commitment to issue standard Owner's Title Insurance Policy for the Property (the "**Title Commitment**") from the Title Company showing title to the Real Property vested in Seller. Seller covenants to reasonably cooperate with Purchaser to have the Title Company at Closing issue a title policy from the Title Commitment ("**Title**

#18-026 County Nursing Home

Policy”) or a markup or proforma of the Title Commitment, subject only to the Permitted Exceptions (as hereinafter defined).

b. **Survey.** With 10 days of execution of this Agreement, Seller shall delivered to Purchaser a proposed Plat of Subdivision for the Property that it intends to have recorded on or prior to the Closing Date. Purchaser may order a new ALTA Survey for the Real Property (the “**Survey**”) at its cost.

c. **Permitted Exceptions and Removable Exceptions.** The term “**Permitted Exceptions**” shall mean: (i) the liens of real estate taxes that are not yet due and payable on the Closing Date; (ii) those items set forth on Schedule B to the Title Commitment and set forth on **Schedule 9(c)(ii)**; provided, however, these are subject to objection by Purchaser upon review of title and survey; (iii) those easements and covenants described on **Schedule 9(c)(iii)** that the Seller intends on recording at or prior to the Closing; provided, however, these are subject to objection by Purchaser upon review of title and survey; (iv) matters disclosed by the Survey (other than Survey Defects) or that are otherwise accepted by Purchaser per the terms of this Agreement; and (v) the rights of residents in possession. The term “**Removable Exceptions**” shall mean title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount that Seller will remove by the payment of money on the Closing Date.

d. **Correction of Survey Defects.** Within thirty (30) days after the Effective Date (the “**Objection Deadline**”), Purchaser shall notify Seller in writing if it objects to an item disclosed on the Plat of Subdivision or a Survey (“**Survey Defects**”). After receipt of notice from Purchaser, Seller shall have five (5) business days to provide written notice to Purchaser as to whether Seller elects to: (a) correct such Survey Defects before the Closing, (b) have the Title Company commit to insure over the Survey Defect, or (c) not remove or correct any such Survey Defects. If Seller fails to timely respond or elects not to remove or correct any such Survey Defects, then Purchaser may elect within five (5) business days with written notice to Seller to (x) take the Property as it then is; or (y) terminate this Agreement by written notice to Seller (which shall be deemed a termination pursuant to **Section 20(a)(i)** of this Agreement) and in which event the Escrow Deposit shall be returned to Purchaser.

10. **PRE-CLOSING COVENANTS.**

a. **Seller’s Covenants.** Seller hereby agrees and covenants to Purchaser that between the Effective Date and the Closing Date, except as otherwise contemplated by this Agreement or with the prior written consent of Purchaser:

i. Seller shall use its best efforts to timely obtain any necessary third party consents for the valid conveyance, transfer, assignment or delivery of the Property being transferred per this Agreement.

ii. Seller shall notify the Illinois Department of Revenue (the “**IDR**”) and shall request tax clearance certificates from IDR. No later than ten (10) business days prior to the Closing Date, Seller shall (1) obtain either a full release of claims from the IDR with respect to all debts owed by Seller or a statement setting forth

#18-026 County Nursing Home

all IDR debts owed by Seller and (2) provide Purchaser with a statement setting forth the amount owed by Seller with respect to all Illinois and federal payroll, assessment and other taxes and all license fees, including supporting materials.

iii. Seller shall maintain all of its books and records related to the Facility in accordance with past practices.

iv. Seller shall pay when due all taxes, assessments and charges imposed upon Seller with respect to the Facility.

v. Seller will satisfy and discharge or contest in good faith all claims, liens, security interests and encumbrances on the Property, except for the Permitted Exceptions.

vi. Seller shall deliver the Property to Purchaser on the Closing Date in substantially the same condition and repair as on the Effective Date, ordinary wear and tear excepted.

vii. Seller will not sell any items of machinery, equipment, or other assets or Property used in connection with the Facility, other than in the ordinary course of business.

viii. Seller shall not make any capital expenditures on the Facility, except (A) in the event of a casualty or condemnation as permitted per the terms of this Agreement, (B) to make ordinary and necessary repairs to the Facility, or (C) to comply with a governmental or Life Safety Code regulation.

ix. Seller shall not change employment terms for the Facility employees, or institute, amend, or terminate its employment benefit plans, except for normal and customary raises or amendments consistent with prior business practices.

x. Seller shall maintain in force and renew as necessary on commercially reasonable terms the existing insurance policies as are now in effect for the Property.

xi. From the Effective Date until through the earliest of the Closing Date or the termination of this Agreement, Seller has not and shall not, directly or indirectly, (a) enter into negotiations with any party other than Purchaser regarding the sale of the Property, or (b) provide information to any party other than Purchaser regarding the sale of the Property.

b. **Purchaser's Covenants.** Purchaser hereby agrees and covenants that between the Effective Date and the Closing Date, Purchaser will (i) require New Operator to make all required applications, file such notices and pay such fees as are necessary in connection with New Operator's efforts to obtain the IDPH Licenses (collectively, the "**Facility Licenses**"), and (ii) cooperate with all reasonable requests from Seller with respect to obtaining any other consents or authorizations related to the sale of the Facility.

#18-026 County Nursing Home

c. **General Joint Covenants.** Each party shall promptly notify the other party of any information delivered to or obtained by such party which would impair or prevent the consummation of the transactions contemplated hereby. Seller shall file and pursue that certificate of need approval ("**CON Approval**") required by the State of Illinois and Purchaser shall cooperate with Seller to provide information necessary for the CON Approval.

11. **CONVEYANCES.** Conveyance of the Real Property to Purchaser shall be by Special Warranty Deed (the "**Deed**"), containing full warranties of title for matters affecting title that occurred during Seller's ownership of the Property, free and clear of all liens, encumbrance and security interests, also containing the covenants set forth in Section 22, subject only to the Permitted Exceptions. Conveyance of the FF&E and Personal Property shall be by Bill of Sale (the "**Bill of Sale**") from Seller to Purchaser containing full warranties of title free and clear of all liens, encumbrances and security interests other than the Permitted Exceptions. Conveyance of the Intangible Property shall be by General Assignment (the "**General Assignment**") from Seller to Purchaser, containing full warranties of title and free and clear of all liens, encumbrances and security interest other than the Permitted Exceptions. Purchaser agrees that the presence of the Personal Property at the Facility on the Closing Date shall constitute delivery thereof.

12. **CLOSING DELIVERIES.**

a. **Purchaser's Closing Deliveries.** On or before the Closing Date, Purchaser agrees that it will deliver into the Closing Escrow (except as otherwise set forth below) executed originals of the following documents, in form and substance reasonably satisfactory to counsel for Seller and Purchaser ("**Purchaser's Closing Deliveries**"):

i. Deposit by wire transfer into the Closing Escrow, the balance of the Purchase Price due at Closing after crediting the Escrow Deposit, plus or minus the prorations and credits due at Closing.

ii. Such documents, certifications and statements as may be required by the Title Company to issue the Title Policy including, without limitation, a Title Company Disbursement Statement signed by Purchaser approving each and every one of the payments and disbursements made by the Title Company through the Closing Escrow.

iii. A Certificate of Good Standing or similar document for Purchaser from the Secretary of State of the state in which such Purchaser is organized, and certified copies of the resolutions of Purchaser authorizing the execution, delivery and consummation of this Agreement and the execution, delivery and consummation of all other agreements and documents executed in connection herewith, including all instruments required hereunder, sufficient in form and content to meet the requirements of law relevant to such transactions and certified by the managers of Purchaser as adopted and in full force and effect and unamended as of Closing.

iv. The Escrow Holdback Agreement.

#18-026 County Nursing Home

- v. A date-down certificate dated as of the Closing Date certifying that all of the representations and warranties made and given by Purchaser in this Agreement are true and correct as of the Closing Date.
 - vi. Such further instruments and documents as are reasonably necessary to complete the transfer of the Property to Purchaser in accordance with the terms of this Agreement.
- b. **Seller's Closing Deliveries.** On or before the Closing Date, Seller will deliver into the Closing Escrow (except as otherwise set forth below) executed originals of the following documents, in form and substance reasonably satisfactory to counsel for Purchaser and Seller ("*Seller's Closing Deliveries*"):
- i. The Deed conveying the Real Property from Seller to Purchaser, executed by Seller.
 - ii. The Bill of Sale for the FF&E and Personal Property at the Facility from Seller to Purchaser.
 - iii. The General Assignment for the Intangible Property, from Seller to Purchaser.
 - iv. Resolutions of the Champaign County Board (the "*Board*") authorizing Seller to execute the closing documents, sufficient in form and content to meet the requirements of law relevant to such transactions, which resolutions shall be certified to be true copies by the Clerk of the Board.
 - v. Such documents, certifications and statements as may be required by the Title Company to issue the Title Policy including, without limitation, a copy of the Title Company Disbursement Statement signed by Seller approving the payments and disbursements made by the Title Company.
 - vi. Any statement, affidavit or undertaking required by the Title Company in order to give Purchaser good and clear title to the Property per the requirements of this Agreement.
 - vii. Real Estate Transfer Tax Declarations for the Real Property, if any.
 - viii. A date-down certificate certifying that all of the representations and warranties made and given by Seller in this Agreement are true and correct as of the Closing Date.
 - ix. Copies of any payoff letters or releases with respect to any Removable Exceptions and any other mortgage secured by the Property.
 - x. The Escrow Holdback Agreement.

#18-026 County Nursing Home

xi. Such further instruments and documents as are reasonably necessary to complete the transfer of the Property to Purchaser in accordance with the terms of this Agreement.

13. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller hereby represents and warrants to Purchaser that the following statements are true and correct as of the date hereof and will be true and correct on the Closing Date:

a. **Status.** Seller is a public body corporate and politic under the laws of the State of Illinois and is duly qualified to own property and conduct business in the State of Illinois.

b. **Authority.** Seller has the full right, power and authority to enter into this Agreement.

c. **Necessary Action.** Seller has taken all action required under its organizational documents necessary to enter into this Agreement. This Agreement has been duly executed and delivered by Seller.

d. **Compliance with Agreements.** The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated herein, and all related documents will not result in a default under any deed of trust, mortgage, note, agreement, organizational document, or other instrument or obligation to which Seller is a party or by which the Property may be bound or affected and which will not be released, paid off or otherwise satisfied in connection with or prior to the Closing.

e. **Binding Agreement.** This Agreement and all agreements to which Seller will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Seller and are and will be enforceable against Seller in accordance with the respective terms hereof and thereof, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies.

f. **Title.** Seller has fee simple title to the Real Property, free and clear of all liens, encumbrances, covenants, conditions, restrictions, leases, tenancies, licenses, claims and options, except for the Permitted Exceptions.

g. **No Default.** To the best of Seller's knowledge, there is no default by Seller with respect to any obligations under any mortgage, contract, lease or other agreement affecting or relating to the Property.

h. **Litigation.** There are no lawsuits, investigations or other proceedings pending or, to Seller's knowledge, threatened against the Seller related to the Facility or Seller's right to own the Property or Seller's right to enter into this Agreement, other than as set forth in **Schedule 13(h)**. To Seller's knowledge, there are no ongoing audits of the Facility's billing by any third-party payor.

i. **AS IS.** Purchaser acknowledges and agrees that neither Seller nor any agent or representative of Seller have made, and Seller is not liable or responsible for or bound in

#18-026 County Nursing Home

any manner by any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information or inducements pertaining to the physical condition of the Property, and specifically, the Facility, including all environmental matters, the quantity, character, fitness and quality thereof, merchantability, fitness for particular purpose, the income, expenses or operation thereof, the value and profitability thereof, the structural and mechanical condition of the buildings, structures and improvements situated thereon, the plumbing, heating, air conditioning, electric and ventilating systems serving the Property and any other matter or thing whatsoever with respect thereto. Purchaser acknowledges, agrees, represents and warrants that it has and shall have the opportunity to inspect the Property and all matters comprising the Property, including the Facility, and has or shall have access to information and data relating to all of same as Purchaser deems necessary, prudent, appropriate or desirable for the purposes of this transaction. Purchaser acknowledges that it is fully familiar with the Property and Purchaser expressly agrees to accept the Property "AS IS, WHERE IS AND WITH ALL FAULTS," in its current condition, subject to reasonable wear and tear. In addition to, and without limiting the foregoing, Purchaser further acknowledges and agrees that the Property is conveyed in its "AS IS" condition with respect to environmental matters, and Purchaser hereby assumes the risk that adverse past, present or future conditions may not be revealed in its inspection or investigation.

j. **Financial Statements.** To the best of Seller's knowledge, the financial statements furnished to New Operator and Purchaser are true, correct and complete in all respects, fairly represent the financial condition of New Operator and are not misleading in any respect.

k. **Survival of Representations or Warranties.** The representations and warranties of Seller under this Agreement shall survive the Closing of the transaction contemplated hereunder for the period of eighteen (18) months after the Closing Date; provided, however, that the representations and warranties set forth in **Section 13(a)** (Status) and **Section 13(b)** (Authority), together with any right to indemnification for breach thereof, shall survive the Closing and continue in full force and effect for the maximum period permitted by applicable law.

14. **PURCHASER'S REPRESENTATIONS AND WARRANTIES.** Purchaser hereby warrants and represents to Seller that the following statements are true and correct as of the date hereof and will be true and correct on the Closing Date:

a. **Status.** Purchaser is a limited liability company duly formed and validly existing under the laws of the State of Illinois and is duly qualified to own property and conduct business in the State of Illinois.

b. **Authority.** Purchaser has full right, power and authority to enter into this Agreement.

c. **Necessary Action.** Purchaser has taken all action required under its organizational documents necessary to enter into this Agreement. This Agreement has been duly executed and delivered by Purchaser.

#18-026 County Nursing Home

d. **Survival of Representations and Warranties.** The representations and warranties of Purchaser under this Agreement shall survive the closing of the transactions completed hereunder for a period of eighteen (18) months after the Closing Date; provided, however, that the representations and warranties set forth in **Section 14(a)** (Status of Seller) and **Section 14(b)** (Authority), together with any right to indemnification for breach thereof, shall survive the Closing and continue in full force and effect for the maximum period permitted by applicable law.

15. **CONDITIONS TO PURCHASER'S OBLIGATIONS.** Purchaser's obligations under this Agreement, including the obligation to pay the Purchase Price and close this transaction, are contingent and subject to fulfillment of each of the following conditions prior to the Closing Date, any one of which may be waived by Purchaser in writing (collectively, "**Purchaser's Conditions Precedent**"):

a. **Certification.** Between the Effective Date and the Closing Date, there shall not have been any material adverse change in the regulatory status or condition of any of Seller's certifications for the Facility's participation in the Medicare and Medicaid reimbursement programs.

b. **Seller's Representations, Warranties and Covenants.** Seller's representations, warranties and covenants contained in this Agreement or in any certificate or document delivered in connection with this Agreement or the transactions contemplated herein shall be true as of the Closing Date as though such representations, warranties and covenants were then again made.

c. **Seller's Performance.** Seller shall have performed all of its obligations and covenants under this Agreement that are to be performed prior to or at Closing.

d. **Closing Deliveries.** Seller shall have executed and delivered all of Seller's Closing deliveries per **Section 12(b)**.

e. **Title Insurance.** On the Closing Date, Seller shall deliver insurable fee simple title to the Real Property, subject only to the Permitted Exceptions.

f. **Change in Ownership.** There has been no change in the ownership, operation or control of the Property (or any portion thereof) between the Effective Date and the Closing Date.

g. **Absence of Litigation.** No action or proceeding has been instituted or, to Seller's knowledge, threatened before any court or governmental body or authority the result of which is reasonably likely to prevent the acquisition by Purchaser of the Property, or the consummation of the transaction contemplated hereby. There are no orders which are entered after execution of this Agreement and prior to Closing and which shall result in the immediate forced closing of the Facility prior to the Closing Date.

h. **No Material Adverse Change.** Since the end of the Inspection Period, there shall have been no material adverse change in the physical condition of the Property. For purposes of this Agreement "material adverse change" shall mean any event, occurrence or change that is materially adverse to the physical condition of the Property, when taken

#18-026 County Nursing Home

as a whole, but shall exclude any adverse effect resulting from, arising out of or relation to (A) war or terrorism, (B) acts of God; (C) changes affecting the Illinois senior housing industry generally, (D) changes in business or economic conditions in the United States generally, (E) actions made pursuant to the terms of this Agreement, the OTA or with Seller's express written consent; or (F) any announcement or disclosure of the pendency of the transactions set forth herein or in the OTA.

i. **Removal of Personal Property Liens.** The Property shall be free and clear of all liens, claims and encumbrances other than those expressly permitted herein or that will be paid or otherwise satisfied by Seller on the Closing Date.

j. **Zoning.** Purchaser shall receive zoning compliance letters reflecting the Property's compliance with respect to the Facility and permitting the continued operation by Purchaser or New Operator of the Facility on the Property as a skilled nursing facility, provided, Purchaser timely requested the same. There shall not be any change in the use of the Facility since the issuance of the zoning compliance letters to Purchaser.

k. **New Licenses.** Provided New Operator timely applied to IDPH and used best efforts to submit a correct and complete application, New Operator shall have received adequate assurance of obtaining the IDPH License, which may occur by receipt of a letter or email from IDPH stating that the License shall be issued upon notification of the Closing.

l. **Personal Property; FF&E.** All FF&E and other Personal Property shall be located at the Facility on the Closing Date. Unless specifically permitted pursuant to the terms of this Agreement, Seller shall not have removed any FF&E or Personal Property from the Facility.

m. **Licenses and Census.** To the extent required by law, as of the Closing Date:

i. The Facility is licensed by IDPH, which license shall on the Closing Date be in good standing and full force and effect, permitting the operation of the Facility as a skilled nursing facility with 243 skilled nursing beds (the "*Licensed Beds*").

ii. The Facility is not subject to a denial for payment of new admissions.

iii. The Facility shall be in substantial compliance with and certified for participation in Medicaid and Medicare programs, which certifications shall on the Closing Date be in good standing and full force and effect, subject to no waivers and limitations.

iv. On the date of the Closing, the census of residents at the Facility (based upon the immediately preceding seven (7) days prior to Closing Date) with verified payor sources shall be not less than 87.5% of the census of residents at the Facility (based upon the immediately preceding seven (7) days prior to the Effective Date) with verified payor sources.

#18-026 County Nursing Home

n. **Code Violations.** There shall be no outstanding Life Safety Code or IDPH violations that have not been corrected at least three (3) business days prior to the Closing Date.

o. **Schedules and Exhibits.** Purchaser shall have approved of any Exhibits or Schedules added hereto, or updated, following the Effective Date.

p. **Operations Transfer Agreement.** Seller and New Operator shall have entered into the OTA in the form of **Exhibit C**. All conditions precedent required for the consummation of the transactions set forth in the OTA shall have been met, except for the Closing hereunder.

q. **Accuracy of Representations and Warranties of Seller.** No representation or warranty by or on behalf of Seller contained in this Agreement, and no statement by or on behalf of Seller in any certificate, list, exhibit or other instrument furnished or to be furnished to Purchaser by or on behalf of Seller pursuant hereto, contains any materially untrue statement, or omits or will omit to state any fact which is material and necessary in order to make the statements contained therein, in light of the circumstances under which they are made, not misleading in a material way. For the avoidance of doubt, and notwithstanding anything herein to the contrary, Seller shall have no liability for any inaccuracy or breach of any representation or warranty if Purchaser had knowledge of said inaccuracy or breach or the underlying facts giving rise to such inaccuracy or breach, before the Closing.

r. **Special Use Permit.** The City of Urbana, Illinois shall have issued such opinions and/or new permits, if needed, allowing a non-governmental entity to own and operate the Property.

s. **Board Approval.** The Board shall have approved the disposition of the Property by a vote of a two-thirds majority of the full Board.

16. **CONDITIONS TO SELLER'S OBLIGATIONS.** All obligations of Seller under this Agreement are subject to fulfillment of each of the following conditions prior to the Closing Date (or on the Closing Date where so indicated), any one or all of which may be waived by Seller in writing (collectively, "***Seller's Conditions Precedent***"):

a. **Purchaser's Representations, Warranties and Covenants.** Purchaser's representations, warranties and covenants contained in this Agreement or in any certificate or document delivered in connection with this Agreement or the transactions contemplated herein shall be true at the Effective Date and as of the date of Closing as though such representations, warranties and covenants were then again made.

b. **Purchaser's Performance.** Purchaser shall have performed its obligations and covenants under this Agreement that are to be performed prior to or at Closing, including but not limited to application for all appropriate licenses and delivery of all of Purchaser's Closing deliveries.

#18-026 County Nursing Home

c. **Absence of Litigation.** No action or proceeding shall have been instituted, nor any judgment, order or decree entered by any court or governmental body or authority preventing the acquisition by Purchaser of the Property or the acquisition by Purchaser of the Personal Property or the consummation of any other transaction contemplated hereby.

d. **Closing Deliveries.** On the Closing Date, Purchaser shall have executed and delivered to Seller all of Purchaser's Closing Deliveries under **Section 12(a)**.

e. **Board Approval.** The Board shall have approved the disposition of the Property by a vote of two-thirds majority of the full Board.

f. **Special Use Permit.** The City of Urbana, Illinois shall have issued such opinions and/or new permits, if needed, allowing a non-governmental entity to own and operate the Property.

17. ACCESS TO RECORDS.

a. **Facility Records.** On the Closing Date, Seller shall leave at the Facility for Purchaser or New Operator all of Seller's records for the existing Facility employees and residents.

b. **Seller's Access to Records.** Subsequent to the Closing Date, Purchaser and New Operator shall grant Seller and its respective agents and representatives access to (upon reasonable prior notice and during normal business hours), including the right to make copies of, the books and records and supporting material of the Facility relating to the period prior to and including the Closing Date, at Seller's own expense, to, among other things, enable Seller to investigate and defend audits, claims, litigation or to file or defend cost reports.

c. **Purchaser's and New Operator's Access to Records.** Subsequent to the Closing Date, Seller shall grant Purchaser, New Operator and their respective agents and representatives reasonable access to (upon reasonable prior notice and during normal business hours), including the right to make copies of, books and records and supporting material of the Facility relating to the three (3) year period prior to the Closing Date, at Purchaser's or New Operator's own expense and to the extent reasonably necessary to enable Purchaser and New Operator to investigate and defend audits, claims, litigation or to file or defend cost reports.

18. CASUALTY/CONDEMNATION.

a. **Notice.** Seller shall promptly notify Purchaser of any casualty damage it becomes aware of, or notice of condemnation that Seller receives prior to the Closing Date.

b. **Non-Substantial Damage from Casualty.** If: (A) any portion of the Property is damaged by fire or casualty after the Effective Date and is not repaired and restored substantially to its original condition prior to Closing, and (B) at the time of Closing the estimated cost of repairs is Two Hundred Fifty Thousand Dollars (\$250,000) or less, as determined by an independent adjuster engaged by Seller, and (C) for other reasons Purchaser has not otherwise elected to terminate pursuant to **Section 20(a)(ii)**, Purchaser

#18-026 County Nursing Home

shall be required to purchase the Property in accordance with the terms of this Agreement, and at Seller's option, (i) Purchaser shall receive a credit at Closing of the estimated cost of repairs determined by the aforesaid independent adjuster and Seller shall retain all insurance claims and proceeds with respect thereto; or (ii) at Closing, Seller shall: (1) assign to Purchaser, without recourse, all insurance claims and proceeds with respect thereto (less sums theretofore expended in connection with such fire or casualty, if any, by Seller, including for temporary repairs or barricades) (in which event Purchaser shall have the right to participate in the adjustment and settlement of any insurance claim relating to said damage), and (2) credit Purchaser at Closing with an amount equal to Seller's insurance deductible. Seller shall have no liability or obligation with respect to the quantity or condition of the Property to the extent affected by such fire or casualty and shall be released from any representation and warranty regarding same to the extent affected by such fire or casualty. Notwithstanding the foregoing, Purchaser shall not be obligated to purchase the Property as set forth in this section in the event that such casualty materially interferes with the ability to operate the Facility as a skilled nursing facility with the Licensed Beds, in the sole discretion of Purchaser.

c. **Substantial Damage from Casualty.** If, at the time of Closing, the estimated cost of repairing such damage is more than Two Hundred Fifty Thousand Dollars (\$250,000) with respect to the Facility, as determined by such independent adjuster, Purchaser may, in its sole discretion: (i) terminate this Agreement by notice to Seller within ten (10) days after receipt of notice of such casualty (which shall be deemed a termination pursuant to Section 20(a)(ii) of this Agreement); or (ii) proceed to Closing in accordance with Section 18(b).

d. **Condemnation.** If, prior to Closing, a "material" portion of the Property is taken by eminent domain, then Purchaser shall have the right, within fifteen (15) days after receipt of notice of such material taking, to terminate this Agreement (which shall be deemed a termination pursuant to Section 20(a)(i) of this Agreement). If Purchaser elects to proceed and to consummate the purchase despite said material taking (such election being deemed to have been made unless Purchaser notifies Seller in writing to the contrary within fifteen (15) days after notice from Seller to Purchaser of any taking), or if there is less than a material taking prior to Closing, there shall be no reduction in or abatement of the Purchase Price, Purchaser shall be required to purchase the Property in accordance with the terms of this Agreement and Seller shall assign to Purchaser, without recourse, all of Seller's right, title and interest in and to any award made or to be made in the eminent domain proceeding (in which event Purchaser shall have the right to participate in the adjustment and settlement of such eminent domain proceeding). For the purpose of this section, the term "material" shall mean any taking of in excess of ten percent (15%) of the square footage of the Facility or twenty percent (20%) of the Real Property associated with the Facility that would: (i) adversely affect Purchaser's or New Operator's ability after said taking to operate the Facility in compliance with the IDPH License; or (ii) eliminate after said taking a means of egress and ingress to and from the Facility to a public right of way; or (iii) cause the use of the Facility after said taking to no longer be in compliance with all applicable zoning and building rules, regulations and ordinances.

#18-026 County Nursing Home

19. INDEMNIFICATION.

a. **Indemnification by Purchaser.** Subject to the first dollar Basket and Ceiling described below, Purchaser agrees to indemnify and hold harmless Seller from and against all liabilities, claims, losses, demands and causes of action of any nature whatsoever (collectively, "**Losses**") arising out of: (i) any breach by Purchaser of its obligations, representations, warranties or covenants hereunder, (ii) injury to or death of persons or loss of or damage to property occurring on the Property or at the Facility on or after the Closing Date, (iii) any Third Party Claims (as hereinafter defined) or (iv) any liability which may arise from ownership, use or condition of the Property after the Closing Date to the extent it relates to the ownership or use of the Property on or after the Closing Date. Purchaser further agrees to pay any reasonable attorneys' fees and expenses incident to the defense by Seller of any such Losses (as hereinafter defined).

b. **Indemnification by Seller.** Subject to the first dollar Basket and Ceiling described below, Seller hereby agrees to indemnify and hold harmless Purchaser from and against all Losses arising out of: (i) any breach by Seller of its obligations, representations, warranties or covenants hereunder, (ii) injury to or death of persons or loss of or damage to property occurring on or at the Facility prior to the Closing Date or in any manner growing out of or connected with the use or occupancy of the Facility or the condition thereof, or the use of any adjoining sidewalks, streets or ways on or prior to the Closing Date, (iii) any Third Party Claims, or (iv) any liability which may arise from ownership, use or condition of the Property before the Closing Date to the extent it relates to the ownership or use of the Property before the Closing Date. Seller further agrees to pay any reasonable attorneys' fees and expenses incident to the defense by Purchaser of any such Losses.

c. **Indemnification Claims.** In the event that any liability, claim (including any Third Party Claim), demand or cause of action which is indemnified against by or under any term, provision, section or paragraph of this Agreement ("**Indemnitee's Claim**") is made against or received by any indemnified party (hereinafter "**Indemnitee**") hereunder, said Indemnitee shall notify the indemnifying party (hereinafter "**Indemnitor**") in writing within twenty one (21) calendar days of Indemnitee's receipt of written notice of said Indemnitee's Claim; provided, however, that Indemnitee's failure to timely notify Indemnitor of Indemnitee's receipt of an Indemnitee's Claim shall not impair, void, vitiate or invalidate Indemnitor's indemnity hereunder nor release Indemnitor from the same, which duty, obligation and indemnity shall remain valid, binding, enforceable and in full force and effect so long as Indemnitee's delay in notifying Indemnitor does not, solely by itself, directly and materially prejudice Indemnitor's right or ability to defend the Indemnified Claim. Upon its receipt of any or all Indemnitee's Claim(s), Indemnitor shall diligently and vigorously defend, compromise or settle said Indemnitee's Claim at Indemnitor's sole and exclusive cost and expense and shall promptly provide Indemnitee evidence thereof within twenty one (21) calendar days of the final, unappealable resolution of said Indemnitee's Claim, provided such claim is for litigation only. In the event of an Indemnitee's Claim unrelated to litigation (e.g., Medicaid takeback), Indemnitor shall be responsible for any damages, costs or expenses to Indemnitee, including, but not limited to, attorneys' fees incurred as a result of the indemnification event to be paid to Indemnitee within thirty (30) days of written demand for the same.

#18-026 County Nursing Home

Upon the receipt of the written request of Indemnitee, Indemnitor shall within fourteen (14) calendar days provide Indemnitee a true, correct, accurate and complete written status report regarding the then-current status of said Indemnitee's Claim. Indemnitee may not settle or compromise an Indemnitee's Claim without Indemnitor's prior written consent. Failure to obtain such consent shall be deemed forfeiture by Indemnitee of its indemnification rights hereunder.

d. **Third Party Claim.** As used herein, "**Third Party Claim**" shall mean any claim, suit, or proceeding that is instituted against an Indemnitee by a person or entity other than an Indemnitor and which, if prosecuted successfully, would result in a Loss for which such Indemnitee is entitled to indemnification hereunder.

e. **Basket.** Neither Seller nor Purchaser shall have the right to assert any Indemnitee's Claim unless the claim, in the aggregate with any other claims proposed to be asserted by such Indemnitee, exceeds Fifty Thousand Dollars (\$50,000) (the "**Basket**"), provided, however, that if and when such threshold is reached and thereafter, any and all claims shall be payable from the first dollar of such Losses, provided, however, the Basket shall not apply to indemnification for any Losses related to Recapture claims.

f. **Ceiling.** The maximum amount of liability that any party shall have to the other in all circumstances for any and all Losses or any other indemnification obligation related to this Agreement shall not exceed in the aggregate, an amount equal to One Million Dollars (the "**Ceiling**").

g. **Escrow Holdback.** On the Closing Date, Seller shall deposit in an interest-bearing escrow account with the Title Company the total sum equal to three percent (3%) of the Purchase Price (the "**Escrow Holdback**"). The Escrow Holdback shall be held by the Title Company and distributed in accordance with the terms of an escrow holdback agreement to be entered into by and among the Seller, Purchaser and New Operator (the "**Escrow Holdback Agreement**"). The purpose of the Escrow Holdback shall be to provide Purchaser and New Operator with readily available funds for satisfaction of all payment of any amounts due with respect to any of the Seller's indemnification obligations pursuant to this Agreement and to New Operator under the OTA, in all instances made before the three (3) year anniversary of the Closing Date (the "**Escrow Release Date**"). On the one (1) year anniversary of the Closing Date, a portion of the Escrow Holdback shall be released to Seller such that the balance of the funds remaining in the Escrow Holdback shall be equal to two percent (2%) of the Purchase Price. On the two (2) year anniversary of the Closing Date, a portion of the Escrow Holdback shall be released to Seller such that the balance of the funds remaining in the Escrow Holdback shall be equal to One Percent (1%) of the Purchase Price. On the Escrow Release Date, the Title Company shall deliver to Seller all amounts remaining in the Escrow Holdback, provided that on such date there does not exist a pending or unresolved Escrow Claim, in which event the amount of such pending or unresolved claim shall remain in the Escrow Holdback until paid to either Seller, Purchaser or New Operator in connection with the resolution of such claim.

#18-026 County Nursing Home

h. **Indemnification Survival.**

i. The representations and warranties in **Section 13** and **Section 14** and the parties' obligations under this **Section 19** shall survive the Closing and remain effective for a period of for a period of eighteen (18) months from the Closing Date, except for those related to the representations and warranties specifically surviving the Closing until barred by applicable law (collectively, the "**Survival Period**").

ii. Notwithstanding any provision herein to the contrary, no claim may be asserted from the breach of any representation, warranty, covenant, or agreement contained herein after the expiration of the Survival Period as set forth in **Section 19(c)(i)**. Notwithstanding any limitation set forth in **Section 19(c)**, neither party shall be precluded from continuing to seek a remedy for claims initiated prior to the expiration of the Survival Period or other deadline for the making of claims or for filing claims or counterclaims that arise out of claims made prior to the expiration of the Survival Period or other deadline for the making of claims.

20. **TERMINATION.**

a. **Termination.** This Agreement may be terminated at any time prior to the Closing under the following circumstances:

i. the mutual written consent of all parties hereto;

ii. by Purchaser, if Seller is unable to meet a condition precedent prior to the Closing Date (as the same may be extended) as required by the terms of this Agreement or is in breach of its obligation to consummate the transaction contemplated by this Agreement pursuant to the terms hereof, and such breach has not been (A) waived in writing by Purchaser or (B) cured by Seller within ten (10) days after notice to Seller of such breach; provided, however, that in lieu of the termination rights offered under this clause (a), Purchaser may instead seek specific performance of this transaction; or

iii. by Seller, if Purchaser is unable to meet a condition precedent prior to the Closing Date (as the same may be extended) as required by the terms of this Agreement, including, specifically Seller's receipt of Board approval per **Section 16(e)**, or if Purchaser is in breach of its obligation to consummate the transaction contemplated by this Agreement pursuant to the terms hereof, and such breach has not been (A) waived in writing by Seller or (B) cured by Purchaser within ten (10) days after notice to Purchaser of such breach.

b. **Effect of Termination.**

i. In the event this Agreement is terminated in accordance with the terms of **Section 20(a)**, the provisions of this Agreement shall immediately become void and of no further force and effect, except with respect to this **Section 20** and as otherwise specifically provided for in this Agreement.

#18-026 County Nursing Home

ii. In the event that this Agreement is terminated in accordance with the terms of **Section 20(a)(i)** (including provisions deemed a termination of this Agreement by virtue of that Section), the entire Escrow Deposit shall be delivered to Purchaser and each party will thereafter be relieved of any obligation to the other party with respect to this Agreement, except as otherwise specifically provided for in this Agreement.

iii. In the event that this Agreement is terminated in accordance with the terms of **Section 20(a)(ii)** (or provisions deemed a termination of this Agreement by virtue of that Section), the entire Escrow Deposit shall be returned to Purchaser and Purchaser shall be entitled to reimbursement from Seller of all of Purchaser's out of pocket costs and expenses related to the potential acquisition of the Facility, including, without limitation, legal fees and fees paid to third parties in connection with Purchaser's Due Diligence Review.

iv. In the event that this Agreement is terminated in accordance with the terms of **Section 20(a)(iii)** (or provisions deemed a termination of this Agreement by virtue of that Section), the entire Escrow Deposit shall be delivered to Seller as Seller's sole and exclusive remedy.

v. Notwithstanding the foregoing, in the event that this Agreement is terminated in accordance with the terms of **Section 20(a)(iii)** as a result of the Board failing to approve the transaction as required by **Section 16(e)** or the failure of the City of Urbana to issue the Special Use as required by **Section 16(f)**, the entire Escrow Deposit shall be returned to Purchaser.

21. LIABILITIES.

a. **Seller's Liabilities.** Except as otherwise set forth in this Agreement, Purchaser does not assume, and shall not be liable for, any debts, liabilities or obligations of Seller including, but not limited to, any (i) liabilities or obligations of Seller to its creditors, (ii) liabilities or obligations of Seller with respect to any acts, events or transactions occurring after the Closing Date, (iii) liabilities or obligations of Seller for any federal, state, county or local taxes applicable to or assessed against Seller or the assets or business of Seller, or applicable to, incurred by and accrued or assessed against the Facility for periods on or prior to the Closing Date, (iv) contingent liabilities or obligations of Seller, whether known or unknown by Seller, Purchaser or New Operator, (v) any liabilities with respect to the Facility prior to the Closing Date or (vi) any other liabilities resulting from any act or failure to act by Seller on or prior to the Closing Date.

b. **Purchaser's Liabilities.** Except as otherwise set forth in this Agreement, Seller does not assume, and shall not be liable for, any debts, liabilities or obligations of Purchaser including, but not limited to, any (i) liabilities or obligations of Purchaser to its creditors, (ii) liabilities or obligations of Purchaser with respect to any acts, events or transactions occurring on or after the Closing Date, (iii) liabilities or obligations of Purchaser for any federal, state, county or local taxes applicable to or assessed against Purchaser or the assets or business of Purchaser, or applicable to, incurred by and accrued or assessed against the Facility on or after the Closing Date, (iv) contingent liabilities or

#18-026 County Nursing Home

obligations of Purchaser, whether known or unknown by Purchaser, New Operator or Seller, or (v) any other liabilities resulting from any act or failure to act by Purchaser after the Closing Date.

c. **Anti-Sandbagging.** Notwithstanding anything herein to the contrary, neither party shall have liability for any inaccuracy or breach of any representation or warranty if, before the closing, the other party had actual knowledge of said inaccuracy or breach or the underlying facts giving rise to such inaccuracy or breach.

22. POST-CLOSING COVENANTS.

a. **Use Covenants.** Purchaser hereby covenants that beginning on the Closing Date and continuing through December 31, 2027:

i. **Property Use .** The Facility shall be operated as a skilled nursing facility with at least 220 licensed beds. The Facility shall not be used for any purpose except as a skilled nursing facility, geriatric center, long-term care facility or assisted living facility, provided it complies with **Section 22(a)(iii)** in all applicable instances.

ii. **Residents.** All persons who are residents of the Facility on the Commencement Date shall continue to be residents after the Commencement Date. New Operator shall not transfer any existing resident to another facility unless: (i) the resident has provided written consent; (ii) there is a medical necessity as determined by a medical professional in accordance with standard industry practice; (iii) the resident does not have a payor source, or (iv) the resident is a danger to the facility, the employees of the facility, and/or the other residents as determined by a medical professional in accordance with standard industry practice.

iii. **Medicaid Beds.** At least fifty percent (50%) of the licensed beds shall be primarily reserved and certified for Medicaid Managed Eligible Participants to the extent allowed by law and New Operator will use commercially reasonable efforts to accept all Medicaid Managed Eligible Participants. Medicaid Managed Eligible Participants means those individuals that are eligible to participate in the Illinois Medicaid as determined by HFS and/or other applicable governmental agencies.

iv. **Priority to County Residents.** New Operator shall provide priority for admissions to residents of Champaign County, Illinois where there are insufficient beds for both individuals within Champaign County, Illinois and outside of Champaign County, Illinois.

b. **Employees.** Purchaser shall ensure that New Operator: (i) re-hires all of the current employees at the Facility on the Closing Date who pass a background check at their current salary levels, (ii) does not terminate 10% or more of the current employees within the first 60 days following the Closing Date and (iii) does not terminate 20% or more of the current employees during the first 6 months after the Closing Date. Nothing in this paragraph, however, shall create any right in favor of any person not a party hereto, including the exiting employees, or constitute an employment agreement or condition of employment for any employee of Seller.

#18-026 County Nursing Home

c. **Liquidated Damages.** The terms and conditions of this **Section 22** (and of **Section 19 of the OTA**) are fundamental terms of the sale transaction upon which Seller relied when entering into this Agreement. If there occurs a breach of **Section 22** by Purchaser or of **Section 19 of the OTA** by Purchaser, New Operator or their successors or assigns, Purchaser shall pay to Seller the amount equal to 5% of the Purchase Price, as liquidated damages ("**Liquidated Damages**") within five (5) business days of request. At Seller's sole discretion, it may require prior to Closing, delivery of an upstream corporate guaranty of Purchaser's obligation to pay the Liquidated Damages from an entity approved by Seller and in a form and substance acceptable to Seller. The parties intend that the Liquidated Damages constitute compensation and not a penalty. The parties acknowledge and agree that Seller's harm caused by a breach of **Section 22** would be very difficult to accurately estimate and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a breach.

d. **Successors and Assigns.** The use restrictions set forth in this **Section 22** shall apply to Purchaser's successors and assigns, although Purchaser shall in no event be relieved of and may, at Seller's sole discretion, be included on the Deed.

e. **Survival.** This **Section 22(a)** shall survive the termination of this Agreement until December 31, 2027. Although, as of the Effective Date, Purchaser does not intend to sell or transfer ownership of the Facility, Purchaser may transfer ownership of the Facility at any time (in accordance with applicable laws) provided that Purchaser provides evidence satisfactory to Seller that the party to whom Purchaser proposes to transfer the Facility has agreed to comply with the terms of **Section 22(a)** and **Section 22(b)** and assume Purchaser's liquidated damages obligations.

f. **Notification of Breach.** Purchaser agrees to (i) promptly notify Seller of any breach to Section 22(a), and (ii) provide reasonable documentation necessary to confirm Purchaser's compliance with Section 22(a) as may be reasonably requested by Seller from time to time.

PUBLICITY. Neither Purchaser nor Seller shall, and each shall cause their respective affiliates, representatives and agents not to, issue or cause the publication of any press release, public or private announcement with respect to the transactions contemplated by this Agreement (including, an announcement or communication to any employee of the Facility) without the express prior written approval of the other party, except as necessary in connection with New Operator's efforts to obtain the IDPH License.

24. **NOTICES.** Any notice, request or other communication to be given by any party hereunder shall be in writing and shall be deemed adequately given only if (i) sent by personal delivery, (ii) by Federal Express or other overnight messenger service, (iii) first class registered or certified mail, postage prepaid, return receipt requested or (iv) by electronic mail, and addressed to the party for whom such notices are intended, addressed in each case as follows:

#18-026 County Nursing Home

To Seller: Champaign County Board
 c/o C. Pius Weibel, Chair
 1776 East Washington Street
 Urbana, Illinois 61802
 Email: cweibel@co.champaign.il.us

 Champaign County Board
 c/o Debra Busey, Intermin County Adminstator
 1776 East Washington Street
 Urbana, Illinois 61802
 Email: dbusey@co.champaign.il.us

with a copy to: Polsinelli PC
 150 N. Riverside Plaza, Suite 3000
 Chicago, IL 60606
 Attention: Charles Sheets, Esq.
 Email: CSheets@Polsinelli.com

If to Manager: SAK Management Sevices, LLC
 One Northfield Plaza, Suite 210
 Northfield, IL 60093
 Attn: Suzanne Koenig
 Email: skoenig@sakmgmt.com

If to Purchaser: Altitude Acquisitions, LLC
 2201 Main Street
 Evanston, Illinois 60202
 Attention: Mr. William Rothner
 arothner@altitudehs.com

with a copy to: Gutnicki LLP
 4711 Golf Road, Suite 200
 Skokie, IL 60076
 Attention: Stacy J. Flanigan
 Email: sflanigan@gutnicki.com

Each such notice and other communication under this Agreement shall be effective or deemed delivered or furnished (a) if given by mail, on the third business day after such communication is deposited in the mail; (b) if given by electronic mail, when such communication is transmitted to the email address specified above if sent before 5:00 p.m. (Central), otherwise on the following business day; and (c) if given by hand delivery, when left at the address specified above, and (d) if sent by recognized overnight carrier, then on the next business day immediately following the day sent. The above addresses may be changed by notice of such change, delivered as provided herein, to the last address designated.

25. **BROKERS.** Seller hereby represents, covenants, and warrants to Purchaser that, except for Marcus & Millichap, it has employed no broker with respect to the transactions contemplated under this Agreement, and Seller hereby indemnifies Purchaser with respect to any claims of

#18-026 County Nursing Home

brokers claiming to represent Seller with respect to the transactions contemplated under this Agreement. Purchaser hereby represents, covenants, and warrants to Seller that it has employed no broker with respect to the transactions contemplated under this Agreement, and Purchaser hereby indemnifies Seller with respect to any claims of brokers claiming to represent Purchaser with respect to the transactions contemplated under this Agreement.

26. **CONSENT.** Whenever the consent of a party is required hereunder, such consent shall not be unreasonably withheld, delayed or conditioned, unless this Agreement provides that such consent is given at the sole discretion of a party or as otherwise expressly provided for herein to the contrary.

27. **ASSIGNMENT.** Seller may not assign its rights hereunder without the prior written consent of Purchaser, and Purchaser may not assign its rights hereunder without the prior written consent of Seller other than with respect to a newly created affiliated entity, which shall assume and be responsible for all obligations of Purchaser set forth herein. Notwithstanding the foregoing, Purchaser shall remain liable for any pre-closing liabilities under this Agreement.

28. **CONSENT.** Whenever the consent of a party is required hereunder, such consent shall not be unreasonably withheld, delayed or conditioned, unless this Agreement provides that such consent is given at the sole discretion of a party or as otherwise expressly provided for herein to the contrary.

29. **EXHIBITS AND SCHEDULES.** Each Recital, Exhibit and Schedule shall be considered incorporated into this Agreement.

30. **TIME IS OF THE ESSENCE.** Time shall be of the essence in this Agreement.

31. **AMENDMENTS; SOLE AGREEMENT.** This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by the parties hereto. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and the parties acknowledge and understand that, upon completion, all such Schedules and Exhibits shall be deemed to be made a part collectively hereof.

32. **SUCCESSORS.** Subject to the limitations on assignment set forth above, all the terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the heirs, successors and assigns of the parties hereto.

33. **CAPTIONS.** The captions and table of contents of this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

34. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of laws' provisions. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement or any agreements or transactions contemplated hereby shall be brought exclusively in the state courts located in Champaign County, Illinois, or the federal courts located in the Central District of Illinois, and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. Each party

#18-026 County Nursing Home

hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, to the address set forth in the notice section hereof, such service to become effective three (3) business days after such mailing.

35. **SEVERABILITY.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and each such provision shall be valid and remain in full force and effect.

36. **USAGE.** All nouns and pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons, firm or firms, corporation or corporations, entity or entities or any other thing or things may require. "Any" or "any" when used in this Agreement shall mean "any and all." The word "including" when used in this Agreement, means "including, without limitation."

37. **HOLIDAYS.** Whenever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday or nationally recognized legal holiday, such time for performance shall be extended to the next business day.

38. **COUNTERPARTS; .PDF SIGNATURES.** This Agreement may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument. Signatures exchanged by email in .pdf format shall be treated as original signatures of the parties for the purposes hereto.

39. **NO JOINT VENTURE.** Nothing contained herein shall be construed as forming a joint venture or partnership between the parties hereto with respect to the subject matter hereof. The parties hereto do not intend that any third party shall have any rights under this Agreement.

40. **NO STRICT CONSTRUCTION.** The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any of the parties hereto.

41. **ATTORNEYS FEES.** If any legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

42. **WAIVER OF JURY TRIAL. EACH PARTY HERETO WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED IN CONNECTION HERewith OR HEREafter AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**

[Signature Page Follows]

#18-026 County Nursing Home

IN WITNESS WHEREOF, the hereto have caused this Agreement to be signed by persons authorized to do so on behalf of each of them respectively as of the day and year first above written.

SELLER:

THE COUNTY OF CHAMPAIGN,
ILLINOIS, a public body corporate and
politic of the State of Illinois

Attest:

By:


C. Pius Weibel, County Board Chair

By:


Gordy Hulten, County Clerk

PURCHASER:

ALTITUDE ACQUISITIONS, LLC, an
Illinois limited liability company

By: _____

Name: _____

Its: _____

#18-026 County Nursing Home

IN WITNESS WHEREOF, the hereto have caused this Agreement to be signed by persons authorized to do so on behalf of each of them respectively as of the day and year first above written.

SELLER:

THE COUNTY OF CHAMPAIGN,
ILLINOIS, a public body corporate and
politic of the State of Illinois


Attest:

By: _____
C. Pius Weibel, County Board Chair

By: _____
Gordy Hulten, County Clerk

PURCHASER:

ALTITUDE ACQUISITIONS, LLC, an
Illinois limited liability company

By: 
Name: _____
Its: _____

#18-026 County Nursing Home

Schedule 9(c)(ii)

PERMITTED TITLE EXCEPTIONS

1. The land lies within the boundaries of St. Joseph Drainage District No. 3 and the Thomas Paine Sub-District thereof and is subject to assessments thereunder.
2. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
3. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes. This includes but is not limited to the dedications recorded September 18, 1956 as Document 573410 and 71R11777.
4. Easement in favor of Illinois Power Company, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded December 8, 1989 in Book 1666 at page 815 as document no. 89R24240.
5. Easement in favor of Illinois Power company d/b/a AmerenIP, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded June 6, 2005 as document no. 200515058.
6. Easement in favor of Illinois Power company d/b/a AmerenIP, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded May 7, 2009 as document no. 2009R12976.
7. Easement in favor of Illinois Power company d/b/a AmerenIP, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded March 14, 2011 as document no. 2011R05489.

#18-026 County Nursing Home

Schedule 9(c)(iii)

PERMITTED EXCEPTIONS – EASEMENTS AND COVENANTS TO BE RECORDED

1. Declaration of Covenants and Restrictions dated as of even date herewith by the County of Champaign for the benefit of the Property.

#18-026 County Nursing Home

Schedule 13(h)

LITIGATION

None.

#18-026 County Nursing Home

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 of Champaign County Nursing Home Subdivision, a part of the City of Urbana, Illinois, per plat recorded _____, 2018 as Document No. _____, in Champaign County, Illinois.

Common Address: 500 South Art Bartell Road, Urbana, Illinois 61802

Parcel No.: 92-21-16-200-_____

#18-026 County Nursing Home

EXHIBIT B

Strict Joint Order Escrow

#18-026 County Nursing Home

EXHIBIT C

Operations Transfer Agreement

#18-026 County Nursing Home

Section VI, Mergers, Consolidations and Acquisitions/Changes of Ownership **Criterion 1110.240(c), Access**

1. Current Admissions Policy

A copy of the current admissions policy and financial assistance policy for the Nursing Home is attached as Attachment 19B.

2. Proposed Admissions Policy

University Rehabilitation Center of C-U, LLC plans to retain the Nursing Home's current admission policy.

3. Admission Policy Certification

A letter from William Rothner, Manager, University Rehabilitation Center of C-U, LLC certifying the admissions policies of the Nursing Home will not become more restrictive after acquisition by University Rehabilitation Center of C-U, LLC is attached as Attachment 19D.

#18-026 County Nursing Home

Champaign County Nursing Home Policy and Procedure

Admission/Re-admission of Residents to CCNH

Policy:

It is our intention to admit/readmit residents into the nursing department in gradual stages over the course of 3 (three) shifts to ensure the new residents are fully informed of their rights and ensure the nursing department is fully aware of their medical and psychological needs.

Process:

All new admissions and readmissions (resident goes to the hospital, is admitted there and subsequently returns to the nursing home) require the completion of the 'Verification Of Completion of Admission Process' form by a nurse on each of the first three shifts of arrival or re-admission.

An admission note is required in the nurses' notes explaining the general status, time of admission, diagnoses, means of arrival and with whom.

Vital signs will be taken and recorded in the medical record each shift for five days (15 shifts). A nurses note is also required each of those 15 (fifteen) shifts to note the resident's status.

See M/C Charting Requirements policy for those residents admitted into the nursing home with Medicare as the payment source.

M/C readmissions who return to the facility in the same 100 day stay must have new nurses notes and new MAR begun each time they are readmitted after admission and discharge from the hospital.

The following documents are required for every admission/readmission:

- Physicians' orders
- Nurses Notes
- Medication Profile
- Dietary card
- Door Sign
- Psych med consent and Aims Form
- Infection reports
- Skin Assessment
- Decubitus report to ADON
- Decubitus risk assessment
- Fall Risk assessment
- Pain assessment
- 3 day bladder assessment

#18-026 County Nursing Home

MDS tracking forms (Rehab Unit only)
ICD-9 codes for all medications
M/C documentation (Daily Skilled Nurses Notes)
Elopement Risk Assessment
CNA Transfer Assessment
Advance Directives
Valuables list
Injection Record
T.B. Record
Acuity Determination
Rehab or General Admission Physical Assessment Form

Each shift has required tasks as indicated by Physical Assessment Forms. All tasks are to be completed and signed off by the designated staff nurse. The Verification of Completion of Admission Process form is to be turned in to the DON by the nurse on the third shift after the resident is admitted. The admitting shift is shift one.

Admission to the rehab unit requires the use of the Rehab Assessment form as well as the Daily Skilled Nurses Notes form and adherence to the M/C Charting Requirements Policy.

Admission to other locations requires use of the General Admissions Assessment Form.

Admission to Garden View Court also requires use of assessments as required by the Alzheimer's Unit Program.

QA:

Complaints re: the admission process will be brought before the monthly QA committee for review.

Success rates of admissions performed timely and according to protocol will be reported to the QA committee monthly, as well.

#18-026 County Nursing Home

University Rehabilitation Center of C-U, LLC

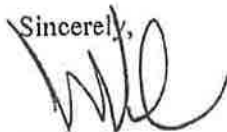
August 15, 2018

Richard Sewell
Vice Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: Admission Policies

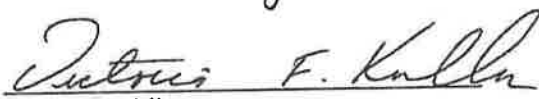
Dear Vice Chair Sewell:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 that the admissions policy for University Rehabilitation Center will not become more restrictive as a result of the proposed change of ownership.

Sincerely,


William Rothner
Manager

Subscribed and sworn to me
This 15th day of August, 2018


Notary Public



#18-026 County Nursing Home

Section VI, Mergers, Consolidations and Acquisitions/Changes of Ownership **Criterion 1110.240(d), Health Care System**

1. Impact on Other Area Providers

There will be no change in the scope of services as a result of the acquisition of the Nursing Home. The acquisition will not impact other unaffiliated long term care facilities as the transaction consists of a change of control of the operating entity.

2. Facilities within Applicant's Health Care System

University Rehabilitation Center of C-U, LLC does not own and/or operate any other healthcare facilities in the State of Illinois.

3. Present and Proposed Referral Agreements

There are no current or proposed referral agreements for the facilities involved in this transaction. Therefore, this criterion is not applicable.

4. Time and Distance for Proposed Referrals

There are no current or proposed referral agreements for the facilities involved in this transaction. Therefore, this criterion is not applicable.

5. Use of Care System Providers

The change of operator of the Nursing Home will have no impact on area long term care facilities. The change of operator will not restrict the use of other area long term care providers, and University Rehabilitation Center of C-U, LLC will admit residents pursuant to a non-discriminatory admission policy.

6. Duplication of Services

As set forth throughout this application, the proposed transaction contemplates a change of ownership of the Nursing Home. Accordingly, the proposed transaction involves the change of operator of an existing long term care facility; there will be no duplication of services.

7. Services Not Available to the Community

University Rehabilitation Center of C-U, LLC will continue to provide long term care services currently provided at the Nursing Home. No new services are planned for the acquired facility.

#18-026 County Nursing Home

Section IX, Financial Feasibility

Criterion 1120.130 – Financial Viability Waiver

Attached at Attachment – 21 please find Champaign County's bond rating from Moody's Investors Service (Aa2 as of June 22, 2017).

Attached at Attachment – 21A are pro forma financial statements for University Rehabilitation Center of C-U, LLC for the first three years of operation.

#18-026 County Nursing Home

MOODY'S INVESTORS SERVICE

Rating Action: Moody's Affirms Aa2 on Champaign County, IL's GO and GOLT Debt; Outlook Negative

22 Jun 2017

New York, June 22, 2017 -- Summary Rating Rationale

Moody's Investors Service has affirmed the Aa2 rating on Champaign County, IL's general obligation unlimited tax (GOULT) and general obligation limited tax (GOLT) debt and assigned a negative outlook. As of fiscal 2015, the county had \$32.6 million and \$1.4 million in outstanding GOULT and GOLT debt.

The Aa2 rating incorporates the county's large and diverse tax base that benefits from the institution stability provided by the University of Illinois (A1 negative); satisfactory operating fund reserves; modest debt burden and moderate pension burden. The rating also takes into consideration a degree of enterprise risk associated with ownership of a nursing home facility. The lack of notching on the GOLT debt reflects the nature of Illinois local governments' certificates and notes, which are payable from any available funds and are a first budget obligation.

Rating Outlook

The negative outlook reflects the expectation that without material changes to operating revenues or expenditures, continued support of the county nursing home will likely continue to weaken the county's reserve position, placing downward pressure on the rating.

Factors that Could Lead to an Upgrade

Growth of operating fund reserves

Reduced enterprise risk associated with the ownership of a nursing home

Material tax base growth and improvement of resident income indices

Factors that Could Lead to a Downgrade

Weakening of operating reserves

Contraction of the county's tax base or weakening of resident income indices

Growth of the county's debt or pension burden

Legal Security

The county's GOULT debt is secured by a dedicated property tax levy, unlimited as to rate or amount. The county's GOLT debt certificates are secured by an all available funds pledge, and are a first budget obligation.

Use of Proceeds

Not applicable.

Obligor Profile

Champaign County covers approximately 1,000 square miles 130 miles south of Chicago (Ba1 negative). The county's population has steadily grown and was estimated at 205,766 in 2015.

Methodology

The principal methodology used in this rating was US Local Government General Obligation Debt published in December 2016. Please see the Rating Methodologies page on www.moody.com for a copy of this methodology.

#18-026 County Nursing Home

Regulatory Disclosures

For ratings issued on a program, series or category/class of debt, this announcement provides certain regulatory disclosures in relation to each rating of a subsequently issued bond or note of the same series or category/class of debt or pursuant to a program for which the ratings are derived exclusively from existing ratings in accordance with Moody's rating practices. For ratings issued on a support provider, this announcement provides certain regulatory disclosures in relation to the credit rating action on the support provider and in relation to each particular credit rating action for securities that derive their credit ratings from the support provider's credit rating. For provisional ratings, this announcement provides certain regulatory disclosures in relation to the provisional rating assigned, and in relation to a definitive rating that may be assigned subsequent to the final issuance of the debt, in each case where the transaction structure and terms have not changed prior to the assignment of the definitive rating in a manner that would have affected the rating. For further information please see the ratings tab on the issuer/entity page for the respective issuer on www.moody's.com.

Regulatory disclosures contained in this press release apply to the credit rating and, if applicable, the related rating outlook or rating review.

Please see www.moody's.com for any updates on changes to the lead rating analyst and to the Moody's legal entity that has issued the rating.

Please see the ratings tab on the Issuer/entity page on www.moody's.com for additional regulatory disclosures for each credit rating.

Coley Anderson
Lead Analyst
Regional PFG Chicago
Moody's Investors Service, Inc.
100 N Riverside Plaza
Suite 2220
Chicago 60606
US
JOURNALISTS: 1 212 553 0376
Client Service: 1 212 553 1653

David Levett
Additional Contact
Regional PFG Chicago
JOURNALISTS: 1 212 553 0376
Client Service: 1 212 553 1653

Releasing Office:
Moody's Investors Service, Inc.
250 Greenwich Street
New York, NY 10007
U.S.A
JOURNALISTS: 1 212 553 0376
Client Service: 1 212 553 1653

MOODY'S
INVESTORS SERVICE

© 2018 Moody's Corporation, Moody's Investors Service, Inc., Moody's Analytics, Inc. and/or their licensors and affiliates (collectively, "MOODY'S"). All rights reserved.

CREDIT RATINGS ISSUED BY MOODY'S INVESTORS SERVICE, INC. AND ITS RATINGS AFFILIATES ("MIS") ARE MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES, AND MOODY'S PUBLICATIONS MAY INCLUDE MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES. MOODY'S DEFINES CREDIT RISK AS THE RISK THAT AN ENTITY MAY NOT MEET

#18-026 County Nursing Home

ITS CONTRACTUAL, FINANCIAL OBLIGATIONS AS THEY COME DUE AND ANY ESTIMATED FINANCIAL LOSS IN THE EVENT OF DEFAULT. CREDIT RATINGS DO NOT ADDRESS ANY OTHER RISK, INCLUDING BUT NOT LIMITED TO: LIQUIDITY RISK, MARKET VALUE RISK, OR PRICE VOLATILITY. CREDIT RATINGS AND MOODY'S OPINIONS INCLUDED IN MOODY'S PUBLICATIONS ARE NOT STATEMENTS OF CURRENT OR HISTORICAL FACT. MOODY'S PUBLICATIONS MAY ALSO INCLUDE QUANTITATIVE MODEL-BASED ESTIMATES OF CREDIT RISK AND RELATED OPINIONS OR COMMENTARY PUBLISHED BY MOODY'S ANALYTICS, INC. CREDIT RATINGS AND MOODY'S PUBLICATIONS DO NOT CONSTITUTE OR PROVIDE INVESTMENT OR FINANCIAL ADVICE, AND CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT AND DO NOT PROVIDE RECOMMENDATIONS TO PURCHASE, SELL, OR HOLD PARTICULAR SECURITIES. NEITHER CREDIT RATINGS NOR MOODY'S PUBLICATIONS COMMENT ON THE SUITABILITY OF AN INVESTMENT FOR ANY PARTICULAR INVESTOR. MOODY'S ISSUES ITS CREDIT RATINGS AND PUBLISHES MOODY'S PUBLICATIONS WITH THE EXPECTATION AND UNDERSTANDING THAT EACH INVESTOR WILL, WITH DUE CARE, MAKE ITS OWN STUDY AND EVALUATION OF EACH SECURITY THAT IS UNDER CONSIDERATION FOR PURCHASE, HOLDING, OR SALE.

MOODY'S CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT INTENDED FOR USE BY RETAIL INVESTORS AND IT WOULD BE RECKLESS AND INAPPROPRIATE FOR RETAIL INVESTORS TO USE MOODY'S CREDIT RATINGS OR MOODY'S PUBLICATIONS WHEN MAKING AN INVESTMENT DECISION. IF IN DOUBT YOU SHOULD CONTACT YOUR FINANCIAL OR OTHER PROFESSIONAL ADVISER.

ALL INFORMATION CONTAINED HEREIN IS PROTECTED BY LAW, INCLUDING BUT NOT LIMITED TO, COPYRIGHT LAW, AND NONE OF SUCH INFORMATION MAY BE COPIED OR OTHERWISE REPRODUCED, REPACKAGED, FURTHER TRANSMITTED, TRANSFERRED, DISSEMINATED, REDISTRIBUTED OR RESOLD, OR STORED FOR SUBSEQUENT USE FOR ANY SUCH PURPOSE, IN WHOLE OR IN PART, IN ANY FORM OR MANNER OR BY ANY MEANS WHATSOEVER, BY ANY PERSON WITHOUT MOODY'S PRIOR WRITTEN CONSENT.

CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT INTENDED FOR USE BY ANY PERSON AS A BENCHMARK AS THAT TERM IS DEFINED FOR REGULATORY PURPOSES AND MUST NOT BE USED IN ANY WAY THAT COULD RESULT IN THEM BEING CONSIDERED A BENCHMARK.

All information contained herein is obtained by MOODY'S from sources believed by it to be accurate and reliable. Because of the possibility of human or mechanical error as well as other factors, however, all information contained herein is provided "AS IS" without warranty of any kind. MOODY'S adopts all necessary measures so that the information it uses in assigning a credit rating is of sufficient quality and from sources MOODY'S considers to be reliable including, when appropriate, independent third-party sources. However, MOODY'S is not an auditor and cannot in every instance independently verify or validate information received in the rating process or in preparing the Moody's publications.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability to any person or entity for any indirect, special, consequential, or incidental losses or damages whatsoever arising from or in connection with the information contained herein or the use of or inability to use any such information, even if MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers is advised in advance of the possibility of such losses or damages, including but not limited to: (a) any loss of present or prospective profits or (b) any loss or damage arising where the relevant financial instrument is not the subject of a particular credit rating assigned by MOODY'S.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability for any direct or compensatory losses or damages caused to any person or entity, including but not limited to by any negligence (but excluding fraud, willful misconduct or any other type of liability that, for the avoidance of doubt, by law cannot be excluded) on the part of, or any contingency within or beyond the control of, MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers, arising from or in connection with the information contained herein or the use of or inability to use any such information.

NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SUCH RATING OR OTHER

#18-026 County Nursing Home

OPINION OR INFORMATION IS GIVEN OR MADE BY MOODY'S IN ANY FORM OR MANNER WHATSOEVER.

Moody's Investors Service, Inc., a wholly-owned credit rating agency subsidiary of Moody's Corporation ("MCO"), hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by Moody's Investors Service, Inc. have, prior to assignment of any rating, agreed to pay to Moody's Investors Service, Inc. for appraisal and rating services rendered by it fees ranging from \$1,500 to approximately \$2,500,000. MCO and MIS also maintain policies and procedures to address the independence of MIS's ratings and rating processes. Information regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold ratings from MIS and have also publicly reported to the SEC an ownership interest in MCO of more than 5%, is posted annually at www.moody.com under the heading "Investor Relations — Corporate Governance — Director and Shareholder Affiliation Policy."

Additional terms for Australia only: Any publication into Australia of this document is pursuant to the Australian Financial Services License of MOODY'S affiliate, Moody's Investors Service Pty Limited ABN 61 003 399 657AFSL 336969 and/or Moody's Analytics Australia Pty Ltd ABN 94 105 136 972 AFSL 383569 (as applicable). This document is intended to be provided only to "wholesale clients" within the meaning of section 761G of the Corporations Act 2001. By continuing to access this document from within Australia, you represent to MOODY'S that you are, or are accessing the document as a representative of, a "wholesale client" and that neither you nor the entity you represent will directly or indirectly disseminate this document or its contents to "retail clients" within the meaning of section 761G of the Corporations Act 2001. MOODY'S credit rating is an opinion as to the creditworthiness of a debt obligation of the issuer, not on the equity securities of the issuer or any form of security that is available to retail investors. It would be reckless and inappropriate for retail investors to use MOODY'S credit ratings or publications when making an investment decision. If in doubt you should contact your financial or other professional adviser.

Additional terms for Japan only: Moody's Japan K.K. ("MJKK") is a wholly-owned credit rating agency subsidiary of Moody's Group Japan G.K., which is wholly-owned by Moody's Overseas Holdings Inc., a wholly-owned subsidiary of MCO. Moody's SF Japan K.K. ("MSFJ") is a wholly-owned credit rating agency subsidiary of MJKK. MSFJ is not a Nationally Recognized Statistical Rating Organization ("NRSRO"). Therefore, credit ratings assigned by MSFJ are Non-NRSRO Credit Ratings. Non-NRSRO Credit Ratings are assigned by an entity that is not a NRSRO and, consequently, the rated obligation will not qualify for certain types of treatment under U.S. laws. MJKK and MSFJ are credit rating agencies registered with the Japan Financial Services Agency and their registration numbers are FSA Commissioner (Ratings) No. 2 and 3 respectively.

MJKK or MSFJ (as applicable) hereby disclose that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MJKK or MSFJ (as applicable) have, prior to assignment of any rating, agreed to pay to MJKK or MSFJ (as applicable) for appraisal and rating services rendered by it fees ranging from JPY200,000 to approximately JPY350,000,000.

MJKK and MSFJ also maintain policies and procedures to address Japanese regulatory requirements.

#18-026 County Nursing Home

BUDGETED CENSUS DAYS AND INCOME STATEMENT

| | First Six Months | Second Six Months | Second Year | Third Year |
|-------------------------------------|------------------------|-------------------------|-----------------|-----------------|
| Budgeted Census Days | | | | |
| Private Pay | 4,362 | 4,763 | 9,125 | 9,672 |
| Public Pay | 18,075 | 22,075 | 41,975 | 44,493 |
| Other | 5,542 | 5,773 | 15,695 | 16,637 |
| Total Census Days | 27,979 | 32,611 | 66,795 | 70,802 |
| Budgeted Income | | | | |
| Private Pay (Rate <u>\$300.00</u>) | \$1,308,600.00 | | | |
| Private Pay (Rate <u>\$300.00</u>) | | \$1,428,900.00 | | |
| Private Pay (Rate <u>\$310.00</u>) | | | \$2,828,750.00 | |
| Private Pay (Rate <u>\$320.00</u>) | | | | \$3,095,040.00 |
| Public Aid (Rate <u>\$155.00</u>) | \$2,801,625.00 | | | |
| Public Aid (Rate <u>\$155.00</u>) | | \$3,421,625.00 | | |
| Public Aid (Rate <u>\$160.00</u>) | | | \$6,716,000.00 | |
| Public Aid (Rate <u>\$165.00</u>) | | | | \$7,341,345.00 |
| Other Patient Days | \$2,300,000.00 | \$2,656,700.00 | \$7,146,700.00 | \$7,200,000.00 |
| Other Income (Attach a Schedule) | \$210,000.00 | \$265,000.00 | \$525,000.00 | \$530,000.00 |
| Total Income | \$6,620,225.00 | \$7,772,225.00 | \$17,216,450.00 | \$18,166,385.00 |

#18-026 County Nursing Home

PROJECTED OPERATING AND CAPITOL COSTS

| | First Six Months | Second Six Months | Second Year | Third Year |
|--|------------------------|-------------------------|------------------------|------------------------|
| General Services | | | | |
| Dietary | \$278,000.00 | \$300,062.00 | \$600,000.00 | \$624,000.00 |
| Food Purchase | \$251,400.00 | \$261,158.00 | \$535,515.00 | \$558,936.00 |
| Housekeeping | \$198,500.00 | \$211,310.00 | \$345,515.00 | \$359,336.00 |
| Laundry | \$59,900.00 | \$61,900.00 | \$133,590.00 | \$141,336.00 |
| Heat and Other Utilities | \$268,100.00 | \$278,118.00 | \$560,000.00 | \$582,400.00 |
| Maintenance | \$125,800.00 | \$129,972.00 | \$230,000.00 | \$239,200.00 |
| Other (Specify) _____ | | | | |
| Total General Services | \$1,181,700.00 | \$1,242,520.00 | \$2,404,620.00 | \$2,503,208.00 |
| Health Care Programs | | | | |
| Medical Director | \$12,000.00 | \$12,000.00 | \$25,000.00 | \$25,000.00 |
| Nursing and Medical Records | \$2,275,000.00 | \$2,875,150.00 | \$5,480,010.00 | \$5,766,410.00 |
| Activities | \$100,000.00 | \$113,030.00 | \$235,000.00 | \$244,400.00 |
| Social Services | \$99,800.00 | \$111,300.00 | \$232,565.00 | \$241,868.00 |
| Nurse Aide Training | | | | |
| Program Transportation | | | | |
| Other (Specify) _____ ancillary expenses | \$650,770.00 | \$692,780.00 | \$1,957,663.00 | \$2,235,970.00 |
| Total Health Care Programs | \$3,137,570.00 | \$3,804,260.00 | \$7,910,238.00 | \$8,513,648.00 |
| General Administration | | | | |
| Administrator | \$55,000.00 | \$65,000.00 | \$130,000.00 | \$140,000.00 |
| Director's Fee | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Professional Services | \$40,000.00 | \$30,000.00 | \$80,000.00 | \$83,200.00 |
| Fees, Subscriptions, Promotions | \$15,000.00 | \$15,000.00 | \$35,000.00 | \$36,400.00 |
| Clerical and Office Expenses | \$490,000.00 | \$544,160.00 | \$1,157,695.00 | \$1,204,003.00 |
| Employee Benefits & Payroll Tax | \$808,200.00 | \$888,320.00 | \$1,603,080.00 | \$1,667,203.00 |
| In-Service Training & Education | | | | |
| Travel & Seminar | | | | |
| Other Administrative Staff Transportation | | | | |
| Insurance-Property Liability & Malpractice | \$150,700.00 | \$170,900.00 | \$321,600.00 | \$334,464.00 |
| Other (Specify) _____ see schedule | \$320,300.00 | \$380,307.00 | \$788,090.00 | \$750,000.00 |
| Total General Administration | \$1,879,200.00 | \$2,093,687.00 | \$4,115,465.00 | \$4,215,270.00 |
| TOTAL OPERATING EXPENSES | \$6,198,470.00 | \$7,140,467.00 | \$14,430,323.00 | \$15,232,126.00 |

#18-026 County Nursing Home

| | First Six Months | Second Six Months | Second Year | Third Year |
|---|------------------------|-------------------------|-----------------------|-----------------------|
| Ownership | | | | |
| Depreciation | \$10,000.00 | \$20,000.00 | \$50,000.00 | \$70,000.00 |
| Amortization of Pre-Operation & Organization | \$1,111.00 | \$1,111.00 | \$2,222.00 | \$2,222.00 |
| Interest | \$34,513.00 | \$74,526.00 | \$140,750.00 | \$116,000.00 |
| Real Estate Taxes | \$125,000.00 | \$125,000.00 | \$275,000.00 | \$286,000.00 |
| Rent - Facility and Grounds | \$360,000.00 | \$360,000.00 | \$720,000.00 | \$720,000.00 |
| Rent - Equipment and Vehicles | | | | |
| Other (Specify) <u>management fee</u> | \$350,000.00 | \$369,623.00 | \$845,766.00 | \$850,000.00 |
| TOTAL OWNERSHIP | \$880,624.00 | \$950,260.00 | \$2,033,738.00 | \$2,044,222.00 |
| SUMMARY | | | | |
| Projected Profit (or Loss) | -\$458,869.00 | -\$318,502.00 | \$752,389.00 | \$890,037.00 |
| Owner's Equity at Beginning of Period | | -\$458,869.00 | -\$777,371.00 | -\$24,982.00 |
| Owner's Equity at End of Period | -\$458,869.00 | -\$777,371.00 | -\$24,982.00 | \$865,055.00 |

#18-026 County Nursing Home

BALANCE SHEET

| | First Six Months | Second Six Months | Second Year | Third Year |
|--|------------------------|-------------------------|-----------------------|-----------------------|
| Current Assets | | | | |
| Cash on Hand and in Banks | \$84,725.00 | \$67,051.00 | \$95,599.00 | \$51,286.00 |
| Cash - Patient Deposits | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 |
| Accounts and Short-Term Notes Receivable - Patients (less allowance 150000) | \$2,852,517.00 | \$3,404,800.00 | \$3,665,563.00 | \$3,905,035.00 |
| Supply Inventory (priced at) | | | | |
| Short-term Investments | | | | |
| Pre-paid Expenses | \$100,000.00 | \$100,000.00 | \$100,000.00 | \$100,000.00 |
| Accounts Receivable (Owners or Related Parties) | | | | |
| Other (Specify) | | | | |
| Other (Specify) | | | | |
| Total Current Assets | \$3,087,242.00 | \$3,621,851.00 | \$3,911,162.00 | \$4,106,321.00 |
| Long-Term Assets | | | | |
| Long-Term Notes Receivable | | | | |
| Long-Term Investments | | | | |
| Land | | | | |
| Buildings, at Historical Cost | | | | |
| Equipment, at Historical Cost | \$200,000.00 | \$300,000.00 | \$400,000.00 | \$500,000.00 |
| Accumulated Amortization ('-' for negative) | -\$20,000.00 | -\$30,000.00 | -\$80,000.00 | -\$150,000.00 |
| Deferred Charges | | | | |
| Organization and Pre-Operating Costs | \$100,000.00 | \$100,000.00 | \$100,000.00 | \$100,000.00 |
| Accumulate Amortization, Organization and Pre-Operating Costs | -\$1,111.00 | -\$2,222.00 | -\$4,444.00 | -\$6,666.00 |
| Restricted Funds | | | | |
| Other Long-Term Assets (Specify) security deposit | \$300,000.00 | \$300,000.00 | \$300,000.00 | \$300,000.00 |
| Other (Specify) | | | | |
| Total Long-Term Assets | \$578,889.00 | \$667,778.00 | \$715,556.00 | \$743,334.00 |
| TOTAL ASSETS | \$3,666,131.00 | \$4,289,629.00 | \$4,626,718.00 | \$4,849,655.00 |

#18-026 County Nursing Home

Current Liabilities

| | First Six Months | Second Six Months | Second Year | Third Year |
|--|------------------------|-------------------------|----------------|----------------|
| Accounts Payable | \$850,000.00 | \$960,000.00 | \$950,000.00 | \$950,000.00 |
| Officer's Accounts Payable | | | | |
| Patient Deposits | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 |
| Short-Term Notes Payable | | | | |
| Accrued Salaries Payable | \$150,000.00 | \$150,000.00 | \$160,000.00 | \$175,000.00 |
| Accrued Taxes Payable (Excluding Real Estate Taxes) | \$200,000.00 | \$225,000.00 | \$230,000.00 | \$240,000.00 |
| Accrued Real Estate Taxes | \$125,000.00 | \$250,000.00 | \$250,000.00 | \$260,000.00 |
| Accrued Interest Payable | \$10,000.00 | \$12,000.00 | \$11,700.00 | \$9,800.00 |
| Deferred Compensation | | | | |
| Federal & State Income Tax | | | | |
| Other Current Liabilities (Specify) | | | | |
| owner loans | \$1,000,000.00 | \$1,000,000.00 | \$1,000,000.00 | \$1,000,000.00 |
| line of credit | \$1,740,000.00 | \$2,420,000.00 | \$2,000,000.00 | \$1,300,000.00 |
| Total Current Liabilities | \$4,125,000.00 | \$5,067,000.00 | \$4,651,700.00 | \$3,984,800.00 |

Long-Term Liabilities

| | | | | |
|---------------------------------------|--------|--------|--------|--------|
| Long-Term Notes Payable | | | | |
| Mortgage Payable | | | | |
| Bonds Payable | | | | |
| Deferred Compensation | | | | |
| Other Long-Term Liabilities (Specify) | | | | |
| | | | | |
| | | | | |
| Total Long-Term Liabilities | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

TOTAL LIABILITIES

SUMMARY

| | | | | |
|------------------------------|----------------|----------------|----------------|----------------|
| Total Equity | -\$458,869.00 | -\$777,371.00 | -\$24,982.00 | \$865,055.00 |
| Total Liabilities and Equity | \$3,666,131.00 | \$4,289,629.00 | \$4,626,718.00 | \$4,849,655.00 |

#18-026 County Nursing Home

Section X, Economic Feasibility Review Criteria

Criterion 1120.140(a), Reasonableness of Financing Arrangements

Attached at Attachments – 23A and 23B is are letters from University Rehabilitation Center of C-U, LLC and University Rehab Real Estate, LLC the total estimated project costs will be funded through cash and a \$8,250,000 mortgage.

#18-026 County Nursing Home

University Rehabilitation Center of C-U, LLC

August 15, 2018

Richard Sewell
Vice Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

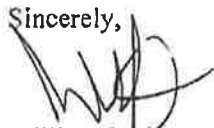
Re: Reasonableness of Financing Arrangements

Dear Vice Chair Sewell:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 and pursuant to 77 Ill. Admin. Code § 1120.140(a) that the total estimated project costs and related costs will be funded in part by borrowing because borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

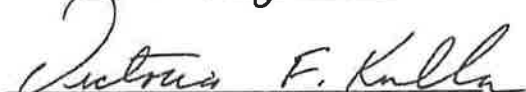
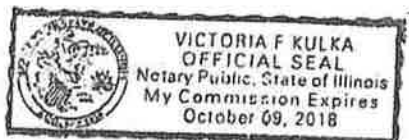
I further certify the pursuant to 77 Ill. Admin Code § 1120.140(b) that the selected form of debt financing for the project will be at the lowest net cost available

Sincerely,



William Rothner
Manager, University Rehabilitation Center of C-U, LLC

Subscribed and sworn to me
This 15th day of August, 2018


Notary Public

#18-026 County Nursing Home

University Rehab Real Estate, LLC

August 15, 2018

Richard Sewell
Vice Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: Reasonableness of Financing Arrangements

Dear Vice Chair Sewell:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 and pursuant to 77 Ill. Admin. Code § 1120.140(a) that the total estimated project costs and related costs will be funded in part by borrowing because borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

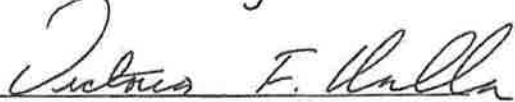
I further certify the pursuant to 77 Ill. Admin Code § 1120.140(b) that the selected form of debt financing for the project will be at the lowest net cost available

Sincerely,



William Rothner
Manager, University Rehab Real Estate, LLC

Subscribed and sworn to me
This 15th day of August, 2018



Notary Public



#18-026 County Nursing Home

Section X, Economic Feasibility Review Criteria
Criterion 1120.140(b), Conditions of Debt Financing

Letters from William Rothner, manager of University Rehabilitation Center of C-U, LLC and University Rehab Real Estate, LLC certifying the selected form of debt financing will be the lowest cost available is attached at Attachments – 23A and 23B.

#18-026 County Nursing Home

Section X, Economic Feasibility Review Criteria

Criterion 1120.140(c), Reasonableness of Project and Related Costs

The Applicants propose a change in the operator of the Nursing Home. The proposed project involves no construction or modernization. Accordingly, this criterion is not applicable.

#18-026 County Nursing Home

Section X, Economic Feasibility Review Criteria
Criterion 1120.140(d), Projected Operating Costs

Operating Expenses: \$14,430,323

Resident Days: 66,795

Operating Expense per Resident Day: \$216.04

#18-026 County Nursing Home

Section X, Economic Feasibility Review Criteria

Criterion 1120.140(e), Total Effect of Project on Capital Costs

Capital Costs:

| | |
|----------------------|-------------------|
| Depreciation: | \$ 50,000 |
| Amortization: | \$ 0 |
| Interest | <u>\$ 140,750</u> |
| Total Capital Costs: | \$ 190,750 |

Resident Days: 66,795

Capital Costs per Resident Day: \$2.86

#18-026 County Nursing Home

Section VIII, Safety Net Impact Statement

The Applicants propose a change of ownership of Champaign County Nursing Home. A change of ownership constitutes a non-substantive project. Accordingly, this criterion is not applicable.

#18-026 County Nursing Home

Section IX, Charity Care Information

Champaign County Nursing Home as a county owned facility has no historical data on charity care. Thus, it cannot report charity care data.

#18-026 County Nursing Home

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 |
| 2 | Site Ownership | |
| 3 | Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership. | |
| 4 | Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc. | |
| 5 | Flood Plain Requirements | |
| 6 | Historic Preservation Act Requirements | |
| 7 | Project and Sources of Funds Itemization | |
| 8 | Obligation Document if required | |
| 9 | Cost Space Requirements | |
| 10 | Discontinuation | |
| 11 | Background of the Applicant | |
| 12 | Purpose of the Project | |
| 13 | Alternatives to the Project | |
| 14 | Size of the Project | |
| 15 | Project Service Utilization | |
| 16 | Unfinished or Shell Space | |
| 17 | Assurances for Unfinished/Shell Space | |
| 18 | Chang of Ownership of County-owned Long-Term Care Facilities | |
| | Financial and Economic Feasibility: | |
| 20 | Availability of Funds | |
| 21 | Financial Waiver | |
| 22 | Financial Viability | |
| 23 | Economic Feasibility | |
| 24 | Safety Net Impact Statement | |
| 25 | Charity Care Information | |