SAUL EWING
ARNSTEIN
& LEHR LLP

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August 13, 2019

Via Overnight Courier

Mr. Mike Constantino
Supervisor
Illinois Health Facilities and Services Review Board
525 West Jefferson
2nd Floor
Springfield, Illinois 62761-1146

RE: MIRA Neuro Behavioral Health Care
Project No. 19-014 – Additional Information

Dear Mike:

In your review of the application for project #19-014 referenced above you had requested additional information. This letter sets out your question and our response. Additional information and replacement pages are also enclosed.

1. *The Department of Public Health will be licensing the entire building as a hospital if this application is approved; therefore, the space and cost of the day treatment center will need to be included in the application for permit. Additionally, all the projected financial information will need to be updated to reflect this addition.*

   We have modified the Application per your request to include the space and cost of the space that will be leased to other entities for day treatment and for space for a behavioral health psychological practice. There has been no change in the cost or square footage of reviewable space. Attached please find a replacement Project Costs and Sources of Funds table (p. 5), a replacement Attachment 9 (p. 56) and a replacement Attachment 36 (p. 344). (TAB 1)

2. *Application for Permit page 4: Please provide the members of MIRA Healthcare Properties, LLC (related entity) and their percentage of ownership.*

   Chris Higgins 55%

Bellefeuille LLC	(Melaine Moran)	15%
DDEH LLC	(Dave Doubek)	15%
Todd Conway		15%

3. *Application for Permit page 4: Please provide a copy of the lease between MIRA Healthcare Properties, LLC and MIRA Behavioral Health Care, LLC.*

   Attached as TAB 3 are copies of Letters of Intent between MIRA HealthCare Properties, LLC and the following entities:

   a. MIRA Behavioral Health Care, LLC
   b. MIRA Partial Hospitalization Program, LLC; and
   c. Palos Behavioral Health Professionals

4. *Application for Permit page 4: Please provide the name of the related entity providing day treatment to children and adolescents.*

   MIRA Partial Hospitalization Program LLC is a separate entity that will provide outpatient day treatment series. This program will not be billed or provided through the licensed hospital.

5. *Application for Permit page 5: The project uses do not agree to the sources of funds by $2,000. Please provide a corrected page 5. With the addition of the day treatment center this schedule will need to be updated.*

   This section has been revised and the replacement pages are attached included as part of TAB 1.

6. *Application for Permit page 56: The gross square footage does not equal 35,682 GSF. The difference is 2,750 GSF. Please provide a corrected page 56. With the addition of the day treatment center this schedule will need to be updated.*

   The square footage tables have been revised and replacement pages attached as part of TAB 1 and the amount of space leased for day treatment and MOB purposes have been included. All 48,000 bgsf have been accounted for. The original 2,750 GSF discrepancy related to enclosed parking space in the building which will be left as is.

7. *Application for Permit page 187: Our computer system will not let allow the downloading of the free maps tool. Please furnish the zip codes within the 10-mile radius and the population of each zip code within the 10-mile radius.*

Attached please find zip codes within the 10-mile radius and the population of each zip code. (TAB 7)

8. *Application for Permit page 201: the language in the rule states "will achieve and maintain the occupancy standard specified 77 ILAC 1100 by the second year after project completion." Please provide a revised assurance statement with this language.*

   a. The Application states: "This letter attests to the fact that if this Project is approved by the Illinois Health Facilities and Services Review Board, MIRA understands that it is expected to achieve and maintain the occupancy specified in 1110.234 (e)(1) by the second year of operation after project completion. MIRA Neuro Behavioral Health Care, LLC reasonably expects to meet this occupancy target in its third year of operation."

A replacement Assurances letter meeting this requirement is attached. (TAB 8)

9. *Application for Permit – Referral Letters: Page 201-250-Are the historical referrals just for children and adolescents or does the data include adults?*

All referrals are for children and adolescents only.

10. *Attachment 33-Page 338: The financial term sheet is not signed by the Applicant.*

Please see attached signed financial term sheet signature page (p. 338). (TAB 10)

11. *Application for Permit Page 341-342: For the projected financial information (balance sheet, income statement) we need a list of the assumptions used. As noted above the projected balance sheet and income statement will need to be revised to reflect the daily treatment center.*

Attached is an Excel spreadsheet providing additional financial information as to revenues and expenses. Notes to the spreadsheet include the assumptions that were used in the projected financial information. As we have discussed subsequently, the day treatment services will be a separate operation provided by a separate legal entity in other leased space in the building and will not be billed through the hospital. This entity will have a separate provider number and separate financial statements. We could provide separate financial information about those services but from an accounting perspective believe it more appropriate to keep the financial information from two separate entities separate. (TAB 11)

12. *Attachment 36-Page 346: The capital costs per equivalent patient day should include just depreciation, amortization and interest.*

Attached at TAB 12 is the revised calculation of Capital Cost Per Patient Day.

13. *Please provide a list of programs that will be available for patients in the hospital and the day treatment center.*

An overview of programs is attached. (TAB 13)

14. *Please provide a draft admittance policy and charity care policy for the hospital.*

Draft Admittance and Charity Care Policies are attached. The policies will likely be refined as the hospital gets closet to beginning operation. (TAB 14)

15. *Are schematics available for the building? If so, could we get a "legible" copy?*

Schematic drawings are attached. (TAB 15)

16. *As I mentioned on Wednesday July 3rd I could only find 18 referral letters for the proposed project. Please submit the additional referral letters*

We have reviewed the application further and believe the 54 referral letters referenced on pages 202-203 and included in the application at pages 204-331.

17. *As I mentioned on Wednesday the assumptions for the revenue should be based upon the payor mix that is being proposed. We will need to know how the operation expenses were determined (a certain percentage past experience), how bad debt is determined (I could not find a number), and/or if contractual allowances were determined.*

As also addressed in item No. 11 above, enclosed is a spreadsheet setting out more detailed information on the projected revenues and expenses. In planning this Project the Applicant engaged Ms. Cindy Meyers as a consultant. Ms. Meyers has considerable experience in the operation of psychiatric hospitals including serving as CEO of Illinois psychiatric hospitals and for child and adolescent service. You will see that the attached spreadsheet shows the contractual allowance assumptions used for both private pay and Medicaid. The assumptions used in the financial model were based upon the applicant teams collective experience in behavioral health. (See TAB 11)

18. *Who is going to be the CEO of the Hospital? Has that individual had any experience in managing a hospital?*

Chris Higgins will serve as CEO of the Hospital. He has over 30 years of experience as a clinical psychologist and is the founder of Palos Behavioral Health Professionals. The management team will also include a Chief Operating Officer and a Chief Financial Officer. In addition MBHC has engaged Cindy Meyers as a consultant who has considerable hospital experience.

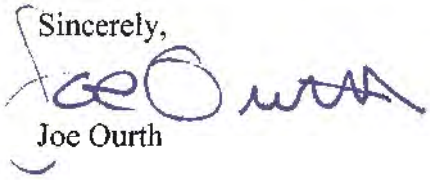
A resume for Ms. Meyer is enclosed and shows her experience in operating psychiatric hospitals. (TAB 18)

19. *Are All 30 beds going to be certified by Medicaid? And is the facility going to accredited by the Joint Commission?*

The hospital will be fully certified for both Medicare and Medicaid and will be accredited by the Joint Commission.

As always, please contact me if you would like to discuss further.

Sincerely,



Joe Ourth

JRO/eka
Enclosures

35643327.4

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 be 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*	$2,489,525	$930,080	$3,419,605
Modernization Contracts			
Contingencies	223,176	39,075	262,251
Architectural/Engineering Fees	110,630	19,370	130,000
Consulting and Other Fees	170,200	29,800	200,000
Movable or Other Equipment (not in construction contracts)			
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)	77,922	13,643	91,565
Fair Market Value of Leased Space or Equipment	220,500	198,000	418,500
Other Costs To Be Capitalized			
Acquisition of Building or Other Property (excluding land)	742,500	382,500	1,125,000
TOTAL USES OF FUNDS	**$4,034,452**	**$1,612,469**	**$5,646,921**
SOURCE OF FUNDS	**CLINICAL**	**NONCLINICAL**	**TOTAL**
Cash and Securities	804,890	223,945	1,028,835
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages	3,051,162	737,379	3,788,541
Leases (fair market value)	178,400	158,400	336,800
Governmental Appropriations			
Grants			
Other Funds and Sources*		492,745	492,745
TOTAL SOURCES OF FUNDS	**$4,034,452**	**$1,612,469**	**$5,646,921**
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

***Includes Buildout costs to other entities of space to be leased for purposes other than hospital operations of $492,745. Those costs will be paid by those two tenants.**

Cost Space Requirements

Attachment 9

Cost Space Requirements

		Gross Square Feet		Amount of Proposed Total Gross Square Feet			
Dept. / Area	**Cost**	**Existing**	**Proposed**	**New Const.**	**Modernized**	**As Is**	**Vacated Space**
REVIEWABLE							
Emergency	$48.000	0	160	160			
Adolescent Unit AMI	$918.225	0	4.081	4.081			
Child Unit AMI	$270.450	0	1.202	1,202			
Therapies	$215,625	0	2.875	2.875			
Consultation	$37.050	0	494	494			
Laboratory	$15.300	0	102	102			
Nurses Station/Temp Isolation	$245.000	0	1.960	1.960			
Group Day Area	$739.875	0	5.919	5.919			
Total Clinical	2.489.525	0	16.793	16.793	0	0	0
NONREVIEWABLE							
Administration (Business Office, Finance, Med. Records)	$46.080	0	3.069	3.069			
Public (Lobbies, Toilets, Reception)	$48.750	0	975	975			
Operations Support (Receiving, Housekeeping, Staff Lounge)	$64.240	0	3.212	3,212			
Food Service	$36.780	0	1.839	1.839			
Building Support (Mechanical, Electrical, IT)	$155.280	0	1.294	1.294			
Building Circulation (Elevator, Stairs,	$86.205	0	5.009	5.009			
Storage Room	0	0	2.690	0		2.690	
Day Treatment Day Space	$260.587	0	4.547	4.547			
PBHP Leased Space	$232.158	0	5.272	5.272			
Enclosed Parking		0	2.750			2.750	
Building Envelope			550			550	
Total Non-Clinical	$930.880	0	31.207	25.217	0	5.990	0
TOTAL	$3,419.605	0	48,000	42.010	0	5.990	0

C. Reasonableness of Project and Related Costs.

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department	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)	
REVIEWABLE									
Emergency	$ 300		160				$48,000		$48,000
Adolescent Unit AMI	$ 225		4,081				$918,225		$918,225
Child Unit AMI	$ 225		1,202				$270,450		$270,450
Therapies	$ 75		2,875				$215,625		$215,625
Consultation	$ 75		494				$ 37,050		$ 37,050
Laboratory	$ 150		102				$ 15,300		$ 15,300
Nurses Station/Temp Isolation	$ 125		1,960				$245,000		$245,000
Group Day Area	$ 125		5,919				$739,875		$739,875
Total Clinical			16,793				$2,489,525		$ 2,489,525
NONREVIEWABLE									
Administration (Business Office, Finance, Med. Records)	$ 50		3,069				$ 46,080		$ 46,080
Public (Lobbies, Toilets, Reception	$ 50		975				$ 48,750		$ 48,750
Operations Support (Receiving, Housekeeping, Staff Lounge)	$ 20		3,212				$ 64,240		$ 64,240
Food Service	$ 20		1,839				$ 36,780		$ 36,780
Building Support	$ 120		1,294				$ 155,280		$ 155,280
Building Circulation	$ 15		5,009				$ 86,205		$ 86,205
Storage Room	0		2,690						
Day Treatment Day Space	$ 51		4,547				$260,587		$260,587
PBHP Leased Space	$ 40		5,272				232,158		232,158
Enclosed Parking	0		2,750						
Building Envelope			550						
Total Non- clinical			31,207				$ 930,080		$ 930,080
TOTAL			48,000				$ 3,419,605		$ 3,419,605
Contingency							$ 262,251		$ 262,251
TOTALS			48,000				$ 3,681,856		$ 3,681,856

*** Include the percentage (%) of space for circulation**

ATTACHMENT 36

35732748.4

TAB 1

MIRA HEALTH CARE PROPERTIES

July 24, 2019

MIRA Neuro Behavioral Health Care, LLC
11800 S. 75th Ave, Suite 300
Palos Heights, IL 60463

Re: Letter of Intent for lease of certain premises located at 6775 Prosperi Drive, Tinley Park, Illinois 60477

Dear Dr. Christopher Higgins:

We are pleased to submit this non-binding Letter of Intent to MIRA Neuro Behavioral Health Care, LLC for the lease of certain 1st floor space and 2nd floor space at 6775 Prosperi Drive, Tinley Park, Illinois on the following terms:

Landlord:	MIRA Health Care Properties, Inc.
Tenant:	MIRA Neuro Behavior Health Care, LLC
Building:	6775 Prosperi Drive, Tinley Park, Illinois
Premises:	The rentable square feet located on the 1st floor and 2nd floor of the Building, as more specifically depicted on Exhibit A, attached hereto, plus its allocation of common space.
Lease Term/Lease Commencement:	The lease shall be for a term of ten (10) years. The Lease Commencement Date shall occur on a date that is mutually acceptable to Landlord and Tenant but in any event no later than the ninetieth (90th) day after the issuance of a Certificate of Need from the applicable State of Illinois agency authorizing the operation of a mental health facility at the Building. Tenant shall have access to the Premises Three (3) weeks prior to Lease Commencement for the purpose of installing fixtures and equipment.
Base Net Rental Rate:	Twenty-Seven Dollars ($27.00) net per rentable square foot of the Premises for the first twelve (12) months of the Lease Term, payable by Tenant to Landlord in equal monthly installments of Sixty-Seven Thousand Five Hundred Dollars ($67,500.00).
Escalation:	Base Net Rental Rate shall increase 2% per rentable square foot per annum during the Lease Term, commencing in month thirteen (13).

Tax & Operating Expenses:	Tenant shall pay its proportionate share of the Building's operating expenses and real estate taxes throughout the Lease Term. An estimate of Tenant's proportionate share of the Building operating expenses and taxes are payable by Tenant on a monthly basis with the base net rent, with an annual reconciliation to be prepared by Landlord based on the actual amounts of operating expenses and taxes and a commensurate adjustment in the total amount due from Tenant thereafter.
Maintenance and Repair:	Landlord shall perform ordinary maintenance and repair of the Building and the green spaces and parking areas adjacent thereto, the costs of which shall be deemed operating expenses payable by the tenants of the Building. Landlord, at Landlord's expense, shall perform all necessary roof replacement and parking lot replacement work and all maintenance, repair and replacement work related to all structural components of the Building. Tenant shall maintain and repair the Premises and keep same in a good, orderly, lawful, safe and clean condition throughout the Lease Term, at Tenant's expense.
Electrical:	ComEd is the current electricity provided to the Building. The cost of electricity shall be a direct function of electrical use (which includes lights and outlets) within the Premises and Tenant shall be billed directly from ComEd.
HVAC:	Heating, ventilation and air conditioning will be available at the Premises 24 hours a day, 7 days a week.
Telecommunications:	Tenants have the right to obtain telephone and other communications services from the vendor of their choice for work to be performed within the Premises. Tenant will coordinate with Landlord on the installation of such services, using only contractors' approval by Landlord to perform such work.
Signage:	Landlord shall install a sign identifying Tenant's business at the entrance to the Premises in accordance with the Building's standard signage program. Tenant shall be entitled, at no cost to Tenant, to have the name of the Tenant's company listed on the Building directory situated in the 1st floor lobby of the Building.
Access:	Tenant shall have access 24-hours per day, 7 days per week to the

Premises and the common areas of the Building.

Brokerage: No brokers shall be recognized in connection with the terms herein and Landlord shall have no obligation or liability to pay anyone asserting a claim for any brokerage commission, finder's fee or the like as a result of services performed for the benefit of Tenant.

This proposal is non-binding and neither party shall have any obligation to lease the Premises unless and until a formal lease is executed and delivered by the parties. Please be aware that we have not yet agreed upon all the remaining terms contained in a lease, and that the remaining terms will be the subject of further negotiations. In addition, terms contained in this Letter of Intent may be modified or deleted during the negotiations of any formal lease. The terms and conditions of this proposal are valid until 12-31, 2019 at 5:00 p.m., after which time they shall become null and void, at Landlord's election.

Very truly yours,

MIRA Health Care Properties, Inc.

By: _____

Its: Manager

Date: 7/19/19

ACCEPTED AND AGREED:

MIRA Neuro Behavior Health Care, LLC

By: _____

Its: Manager

Date: 7/19/19

35670492.2

EXHIBIT A

Premises

FIRST FLOOR
SCALE: 1/8"

	SINGLE	DOUBLE	TOTAL BEDS
MALE ROOMS:	4	3	10
FEMALE ROOMS:	8	3	14
CHILDREN ROOMS:	6	-	6
TOTAL:	18	6	30

RJA
ROBERT JURIS & ASSOCIATES ARCHITECTS, LTD.

AIA Eastern Illinois

NOT FOR CONSTRUCTION

FAMILY BEHAVIORAL HEALTH ACUTE CARE HOSPITAL & OFFICE REMODELING

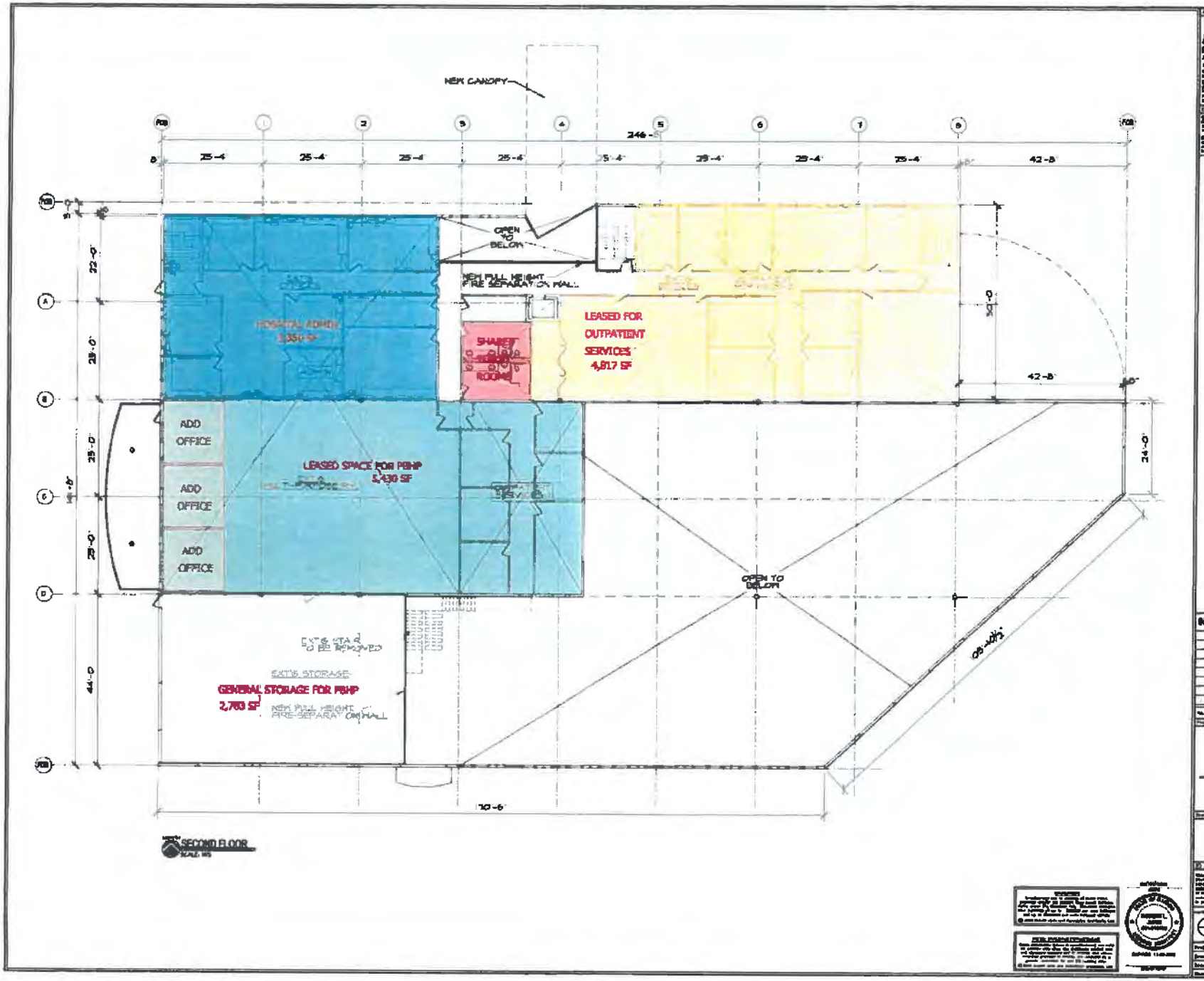
6775 PROSPERI DRIVE
TINLEY PARK, IL 60477

PROPOSED FIRST FLOOR PLAN

A1

TAB 3

TAB 3



RA

ROBERT ARTS & ASSOCIATES

AIA

NOT FOR CONSTRUCTION

ISSUED FOR CONSTRUCTION

FAMILY BEHAVIORAL HEALTH ACUTE CARE HOSPITAL & OFFICE REMODELING

6778 PROSPERO DRIVE
TINLEY PARK, IL 60477

PROPOSED SECOND FLOOR PLAN

A2

MIRA HEALTH CARE PROPERTIES

July 24, 2019

MIRA Partial Hospitalization Program, LLC
11800 S. 75th Ave, Suite 300
Palos Heights, IL 60463

Re: Letter of Intent for lease of certain premises located at 6775 Prosperi Drive, Tinley Park, Illinois 60477

Dear Dr. Christopher Higgins:

We are pleased to submit this non-binding Letter of Intent to MIRA Partial Hospitalization Program, LLC for the lease of certain 2nd floor space at 6775 Prosperi Drive, Tinley Park, Illinois on the following terms:

Landlord:	MIRA Health Care Properties, Inc.
Tenant:	MIRA Partial Hospitalization Program, LLC
Building:	6775 Prosperi Drive, Tinley Park, Illinois
Premises:	4,547 rentable square feet located on the 2nd floor of the Building, as more specifically depicted on Exhibit A, attached hereto, plus its allocation of common space.
Lease Term/Lease Commencement:	The lease shall be for a term of ten (10) years. The Lease Commencement Date shall occur on a date that is mutually acceptable to Landlord and Tenant but in any event no later than the ninetieth (90th) day after the issuance of a certificate of Need from the applicable State of Illinois agency authorizing the operation of a mental health facility at the Building. Tenant shall have access to the Premises Three (3) weeks prior to Lease Commencement for the purpose of installing fixtures and equipment.
Base Net Rental Rate:	Twenty Dollars ($20.00) net per rentable square foot of the Premises for the first twelve (12) months of the Lease Term, payable by Tenant to Landlord in equal monthly installments of Ten Thousand Dollars ($10,000.00).
Escalation:	Base Net Rental Rate shall increase 2% per rentable square foot per annum during the Lease Term, commencing in month thirteen (13).

Tax & Operating Expenses:	Tenant shall pay its proportionate share of the Building's operating expenses and real estate taxes throughout the Lease Term. An estimate of Tenant's proportionate share of the Building operating expenses and taxes are payable by Tenant on a monthly basis with the base net rent, with an annual reconciliation to be prepared by Landlord based on the actual amounts of operating expenses and taxes and a commensurate adjustment in the total amount due from Tenant thereafter.
Maintenance and Repair:	Landlord shall perform ordinary maintenance and repair of the Building and the green spaces and parking areas adjacent thereto, the costs of which shall be deemed operating expenses payable by the tenants of the Building. Landlord, at Landlord's expense, shall perform all necessary roof replacement and parking lot replacement work and all maintenance, repair and replacement work related to all structural components of the Building. Tenant shall maintain and repair the Premises and keep same in a good, orderly, lawful, safe and clean condition throughout the Lease Term, at Tenant's expense.
Electrical:	ComEd is the current electricity provided to the Building. The cost of electricity shall be a direct function of electrical use (which includes lights and outlets) within the Premises and Tenant shall be billed directly from ComEd.
HVAC:	Heating, ventilation and air conditioning will be available at the Premises 24 hours a day, 7 days a week.
Telecommunications:	Tenants have the right to obtain telephone and other communications services from the vendor of their choice for work to be performed within the Premises. Tenant will coordinate with Landlord on the installation of such services, using only contractors' approval by Landlord to perform such work.
Signage:	Landlord shall install a sign identifying Tenant's business at the entrance to the Premises in accordance with the Building's standard signage program. Tenant shall be entitled, at no cost to Tenant, to have the name of the Tenant's company listed on the Building directory situated in the 1st floor lobby of the Building.
Access:	Tenant shall have access 24-hours per day, 7 days per week to the

Premises and the common areas of the Building.

Brokerage: No brokers shall be recognized in connection with the terms herein and Landlord shall have no obligation or liability to pay anyone asserting a claim for any brokerage commission, finder's fee or the like as a result of services performed for the benefit of Tenant.

This proposal is non-binding and neither party shall have any obligation to lease the Premises unless and until a formal lease is executed and delivered by the parties. Please be aware that we have not yet agreed upon all the remaining terms contained in a lease, and that the remaining terms will be the subject of further negotiations. In addition, terms contained in this Letter of Intent may be modified or deleted during the negotiations of any formal lease. The terms and conditions of this proposal are valid until 12-31, 2019 at 5:00 p.m., after which time they shall become null and void, at Landlord's election.

Very truly yours,

MIRA Health Care Properties, Inc.

By: _____

Its: Manager

Date: 7/17/19

ACCEPTED AND AGREED:

MIRA Partial Hospitalization Program, LLC

By: _____

Its: Manager

Date: 7/17/19

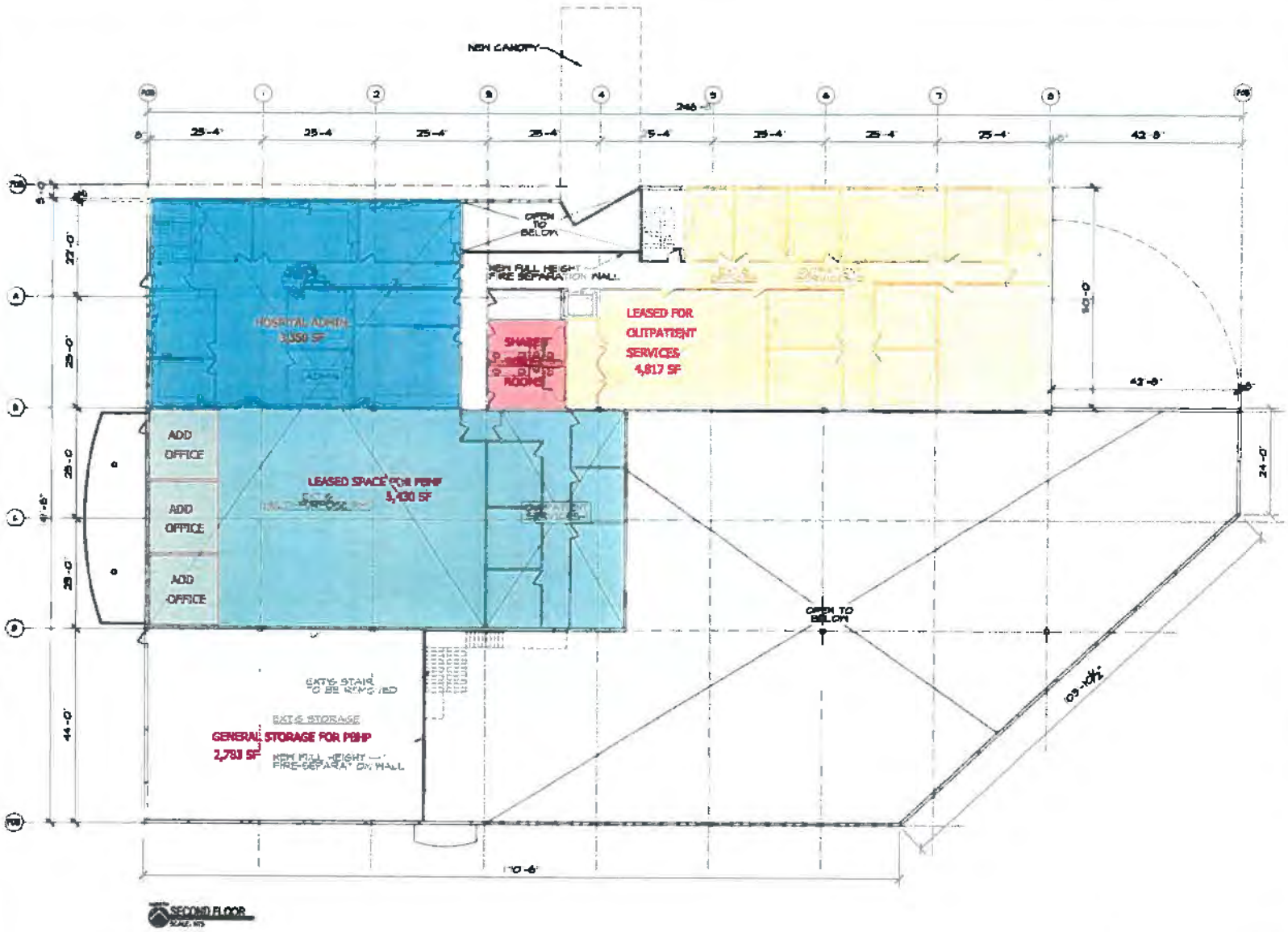
35670489.2

TAB 3

EXHIBIT A

Premises

TAB 3



ROBERT JURED & ASSOCIATES
ARCHITECTS, LTD.
AIA

NOT FOR CONSTRUCTION

FAMILY BEHAVIORAL HEALTH ACUTE CARE HOSPITAL & OFFICE REMODELING

6776 PROSPERO DRIVE
TINLEY PARK, IL 60477

PROPOSED SECOND FLOOR PLAN

A2

MIRA HEALTH CARE PROPERTIES

July 24, 2019

Palos Behavioral Health Professionals, PC
11800 S. 75th Ave, Suite 300
Palos Heights, IL 60463

Re: Letter of Intent for lease of certain premises located at 6775 Prosperi Drive, Tinley Park, Illinois 60477

Dear Dr. Christopher Higgins:

We are pleased to submit this non-binding Letter of Intent to Palos Behavioral Health Professionals , LLC for the lease of certain 2nd floor space at 6775 Prosperi Drive, Tinley Park, Illinois on the following terms:

Landlord:	MIRA Health Care Properties, Inc.
Tenant:	Palos Behavioral Health Professionals, PC
Building:	6775 Prosperi Drive, Tinley Park, Illinois
Premises:	5,272 rentable square feet located on the 2nd floor of the Building, as more specifically depicted on Exhibit A, attached hereto, plus its allocation of common space.
Lease Term/Lease Commencement:	The lease shall be for a term of ten (10) years. The Lease Commencement Date shall occur on a date that is mutually acceptable to Landlord and Tenant but in any event no later than the ninetieth (90th) day after the issuance of a Certificate of Need from the applicable State of Illinois agency authorizing the operation of a mental health facility at the Building. Tenant shall have access to the Premises Three (3) weeks prior to Lease Commencement for the purpose of installing fixtures and equipment.
Base Net Rental Rate:	Twenty Dollars ($20.00) net per rentable square foot of the Premises for the first twelve (12) months of the Lease Term, payable by Tenant to Landlord in equal monthly installments of Ten Thousand Dollars ($10,000.00).
Escalation:	Base Net Rental Rate shall increase 2% per rentable square foot per annum during the Lease Term, commencing in month thirteen (13).

Tax & Operating Expenses:	Tenant shall pay its proportionate share of the Building's operating expenses and real estate taxes throughout the Lease Term. An estimate of Tenant's proportionate share of the Building operating expenses and taxes are payable by Tenant on a monthly basis with the base net rent, with an annual reconciliation to be prepared by Landlord based on the actual amounts of operating expenses and taxes and a commensurate adjustment in the total amount due from Tenant thereafter.
Maintenance and Repair:	Landlord shall perform ordinary maintenance and repair of the Building and the green spaces and parking areas adjacent thereto, the costs of which shall be deemed operating expenses payable by the tenants of the Building. Landlord, at Landlord's expense, shall perform all necessary roof replacement and parking lot replacement work and all maintenance, repair and replacement work related to all structural components of the Building. Tenant shall maintain and repair the Premises and keep same in a good, orderly, lawful, safe and clean condition throughout the Lease Term, at Tenant's expense.
Electrical:	ComEd is the current electricity provided to the Building. The cost of electricity shall be a direct function of electrical use (which includes lights and outlets) within the Premises and Tenant shall be billed directly from ComEd
HVAC:	Heating, ventilation and air conditioning will be available at the Premises 24 hours a day, 7 days a week
Telecommunications:	Tenants have the right to obtain telephone and other communications services from the vendor of their choice for work to be performed within the Premises . Tenant will coordinate with Landlord on the installation of such services, using only contractors' approval by Landlord to perform such work.
Signage:	Landlord shall install a sign identifying Tenant's business at the entrance to the Premises in accordance with the Building's standard signage program. Tenant shall be entitled, at no cost to Tenant, to have the name of the Tenant's company listed on the Building directory situated in the 1st floor lobby of the Building

Access: Tenant shall have access 24 hours per day, 7 days per week to the Premises and the common areas of the Building.

Brokerage: No brokers shall be recognized in connection with the terms herein and Landlord shall have no obligation or liability to pay anyone asserting a claim for any brokerage commission, finder's fee or the like as a result of services performed for the benefit of Tenant.

This proposal is non-binding and neither party shall have any obligation to lease the Premises unless and until a formal lease is executed and delivered by the parties. Please be aware that we have not yet agreed upon all the remaining terms contained in a lease, and that the remaining terms will be the subject of further negotiations. In addition, terms contained in this Letter of Intent may be modified or deleted during the negotiations of any formal lease. The terms and conditions of this proposal are valid until 12-31, 20 19 at 5:00 p.m., after which time they shall become null and void, at Landlord's election.

Very truly yours,

MIRA Health Care Properties, Inc.

By: _____
Its: Manager
Date: 7/14/19

ACCEPTED AND AGREED:

Palos Behavioral Health Professionals, PC

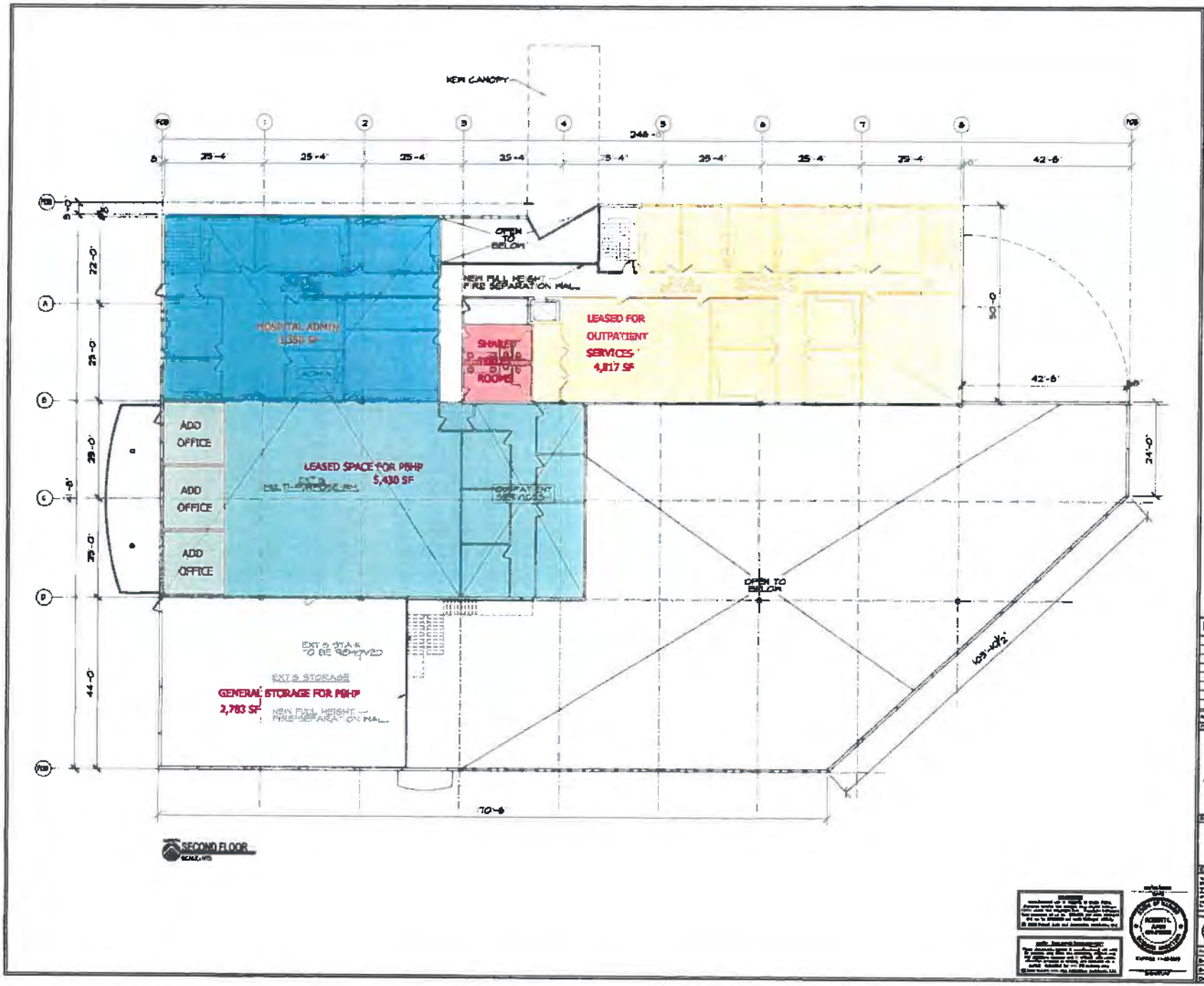
By: _____
Its: Owner
Date: 7/14/19

35670487.2

EXHIBIT A

Premises

TAB 3



ROBERT JURS & ASSOCIATES ARCHITECTS, LTD.

NOT FOR CONSTRUCTION

FAMILY BEHAVIORAL HEALTH ACUTE CARE HOSPITAL & OFFICE REMODELING

8775 PROSPERI DRIVE TINLEY PARK, IL 60477

PROPOSED SECOND FLOOR PLAN

A2

MIRA Neuro Behavioral Health Center for Children and Adolescents

Zip Code Populations with 10 Miles

Zip	City	Population
60477	Tinley Park	38,161
60487	Tinley Park	26,928
60478	Country Club Hills	16,833
60443	Matteson	21,145
60452	Oak Forest	27,969
60422	Flossmoor	9,403
60461	Olympia Fields	4,836
60471	Richton Park	14,101
60423	Frankfort	30,423
60448	Mokena	24,423
60429	Hazel Crest	15,630
60462	Orland Park	38,723
60430	Homewood	20,094
60428	Markham	12,203
60445	Midlothian	26,057
60466	Park Forest	22,115
60467	Orland Park	20,064
60484	University Park	6,829
60469	Posen	5,930
60418	Crestwood	0
60463	Palos Heights	14,671
60472	Robbins	5,390
60426	Harvey	29,594
60412	Chicago Heights	0
60449	Monee	9,217
60425	Glenwood	9,117
60406	Blue Island	25,460
60603	Alsip	22,285
60475	Steger	9,870
60476	Thornton	2,391
60411	Chicago Heights	58,136
60464	Palos Park	9,620
60451	New Lenox	34,063
	TOTAL:	**611,681**

35697942.1

MIRA NEURO BEHAVIORAL HEALTH CARE, LLC

July 22, 2019

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

Re: MIRA Neuro Behavioral Health Care, LLC ("MIRA") – Assurance of Occupancy

Dear Ms. Avery:

This letter attests to the fact that if this Project is approved by the Illinois Health Facilities and Services Review Board. MIRA understands that it is expected to achieve and maintain the occupancy specified in §1110.234(e)(l) and that it will achieve this occupancy by the second year of operation after project completion.

MIRA Neuro Behavioral Health Care, LLC

Christopher Higgins, Psy.D.
Chief Executive Officer

Notarization:
Subscribed and sworn to before me
this 22 day of July, 2019

Signature of Notary Public

Official Seal
Sara Ann Higgins
Notary Public State of Illinois
My Commission Expires 10/18/2022

Seal

34612371.4

ATTACHMENT 20

Servicing Requirements:

Quarterly:

a. Compiled Financial Statements for MIRA Neuro Behavioral Health Care LLC
b. Report of operating hospitals detailing the occupancy, (bed nights), average length of stay, reimbursement percentages and such other statistical data that might be requested from time to time.
c. Covenant Compliance Certificate

Annually:

a. Annual Tax Return for guarantor(s)
b. Annual Personal Financial Statement for guarantor(s)
c. Annual Consolidated Audited Financial Statements for MIRA Neuro Behavioral Health Care LLC and related entities

This letter is not a commitment; undertaking or offer by the Lender to provide the financing described above but is rather a preliminary and tentative proposal based upon our recent discussions with you and our analysis and review to date of your financial condition, business prospects and operations. The possible issuance hereafter by the Lender of a commitment to provide the financing described above (and on the terms described above or such other terms as you and the Lender shall agree) is subject to the completion of our review and analysis of your financial condition, business prospects and operations (and our evaluation of your assets which would be provided as collateral); the negotiation, execution and delivery of loan documentation acceptable to the Lender and its counsel; the approval of the proposed financing by the appropriate officials of the Lender; and the Lender's continued satisfaction with your financial condition, business prospects and operations close.

Sincerely yours,

Joseph R. Bullington
Senior Vice President
Business Banking
First Midwest Bank

Accepted by MIRA Neuro Behavioral Health Care LLC

ATTACHMENT 33

TAB 10

Palos Behavioral Acute Care
Hospital Assumptions

Cells in yellow can be changed

THREE YEAR FINANCIAL PROJECTIONS: 30-BED HOSPITAL

	Pre-Operating Annual Year 0	Operating Jan Year 1	Feb Year 1	Mar Year 1	Apr Year 1	May Year 1	Jun Year 1	Jul Year 1	Aug Year 1	Sep Year 1	Oct Year 1	Nov Year 1	Dec Year 1	Operating Annual Year 1	Annual Year 2	Annual Year 3
# BEDS		30	30	30	30	30	30	30	30	30	30	30	30	30	30	30
PATIENT DAYS		140	210	279	360	465	540	651	791	765	791	765	791	6,524	9,308	9,308
AVERAGE DAILY CENSUS		4.5	7.5	9.0	12.0	15.0	18.0	21.0	25.5	25.5	25.5	25.5	25.5	17.9	25.5	25.5
% OCCUPANCY	Modified	15%	25%	30%	40%	50%	60%	70%	85%	85%	85%	85%	85%	60%	85%	85%
AVERAGE LENGTH OF STAY		8	8	8	8	8	8	8	8	8	8	8	8	8	8	9
# DISCHARGES		17	26	35	45	58	68	81	99	96	99	96	99	816	1,163	1,034
GROSS REVENUE PER PATIENT DAY - TOTAL		$ 2,050	$ 2,050	$ 2,050	$ 2,050	$ 2,050	$ 2,050	$ 2,050	$ 2,050	$ 2,050	$ 2,050	$ 2,050	$ 2,050	$ 2,057	$ 2,112	$ 2,175
ROUTINE		$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,854	$ 1,910
ANCILLARY PROFESSIONAL/LAB/PHARMACY		$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 258	$ 265
PAYOR MIX:																
MEDICARE		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
INSURANCE		91%	91%	91%	91%	91%	91%	91%	91%	91%	91%	91%	91%	91%	91%	91%
MEDICAID		8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%
PRIVATE		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
CHARITY		1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
MEDICARE CONTRACTUAL REIMBURSEMENTS		-	-	-	-	-	-	-	-	-	-	-	-			-
INSURANCE CONTRACTUAL REIMBURSEMENTS		$ 1,100	$ 1,100	$ 1,100	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,175	$ 1,250	$ 1,288
MEDICAID CONTRACTUAL REIMBURSEMENTS		$ 800	$ 800	$ 800	$ 800	$ 800	$ 800	$ 800	$ 800	$ 800	$ 800	$ 800	$ 800	$ 800	$ 824	$ 849
TOTAL COST PER PATIENT DAY		3,033	2,082	1,616	1,422	1,146	1,181	1,144	978	1,003	998	1,025	998	1,171	1,075	1,099
GROSS REVENUE:																
ROUTINE		251,100	378,000	502,200	648,000	837,000	972,000	1,171,800	1,422,900	1,377,000	1,422,900	1,377,000	1,422,900	11,782,800	17,256,105	17,773,788
ANCILLARY PROFESSIONAL/LAB/PHARMACY		34,875	52,500	69,750	90,000	116,250	135,000	162,750	197,625	191,250	197,625	191,250	197,625	1,636,500	2,396,681	2,468,582
TOTAL GROSS PATIENT SERVICES REVENUE		285,975	430,500	571,950	738,000	953,250	1,107,000	1,334,550	1,620,525	1,568,250	1,620,525	1,568,250	1,620,525	13,419,300	19,652,786	20,242,370
MEDICARE CONTRACTUAL ADJUSTMENTS																
INSURANCE CONTRACTUAL ADJUSTMENTS		120,598	181,545	241,198	278,460	359,678	417,690	503,549	611,452	591,728	611,452	591,728	611,452	5,120,525	7,296,754	7,515,657
MEDICAID CONTRACTUAL ADJUSTEMENTS		13,950	21,000	27,900	36,000	46,500	54,000	65,100	79,050	76,500	79,050	76,500	79,050	654,600	958,673	987,433
ABD/CHARITY CARE		-	-	-	-	-	-	-	-	-	-		-	-	-	-
TOTAL DEDUCTIONS FROM REVENUE		134,548	202,545	269,098	314,460	406,178	471,690	568,649	690,502	668,228	690,502	668,228	690,502	5,775,125	8,255,427	8,503,090
MEDICARE CONTRACTUAL REIMBURSEMENTS		$ -	$ -	$ -	$ -	$	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
INSURANCE CONTRACTUAL REIMBURSEMENTS		139,640	210,210	279,279	393,120	507,760	589,690	710,892	863,226	835,380	863,226	835,380	863,226	7,091,039	10,587,281	10,904,900
MEDICAID CONTRACTUAL REIMBURSEMENTS		8,928	13,440	17,856	23,040	29,760	34,560	41,664	50,592	48,960	50,592	48,960	50,592	418,944	613,550	631,957
IL HEALTH AND HOSPITAL ASSOC ASSESS (30% reimbursed after 90 days)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
NET PATIENT SERVICE REVENUE		148,568	223,650	297,135	416,160	537,540	624,240	752,556	913,818	884,340	913,818	884,340	913,818	7,509,983	11,200,832	11,536,857
		2,860	4,305	5,720	7,380	9,533	11,070	13,346	16,205	15,683	16,205	15,683	16,205	134,193	196,528	202,424
EXPENSES:																
LABOR COST	191,842	189,523	189,523	189,523	217,397	217,397	273,144	310,308	310,308	310,308	310,308	310,308	310,308	3,138,355	3,835,409	3,950,471
BENEFITS	47,960	47,381	47,381	47,381	54,349	54,349	68,286	77,577	77,577	77,577	77,577	77,577	77,577	784,589	958,852	987,618
PHARMACY COSTS Adjustable		5,174	5,174	5,174	7,392	7,392	11,827	14,784	14,784	14,784	14,784	14,784	14,784	130,837	260,676	268,496
LABORATORY COSTS Adjustable		1,616	1,616	1,616	2,309	2,309	3,694	4,618	4,618	4,618	4,618	4,618	4,618	40,866	81,420	83,862
OTHER ANCILLARIES Adjustable		9,707	9,707	9,707	13,867	13,867	22,187	27,734	27,734	27,734	27,734	27,734	27,734	245,445	489,016	503,687
DIETARY Adjustable		3,308	3,308	3,308	4,726	4,726	7,561	9,452	9,452	9,452	9,452	9,452	9,452	83,646	166,654	171,653
LAUNDRY Adjustable		1,029	1,029	1,029	1,469	1,469	2,351	2,939	2,939	2,939	2,939	2,939	2,939	26,009	51,820	53,375
HOUSEKEEPING Adjustable		2,755	2,755	2,755	3,935	3,935	6,296	7,870	7,870	7,870	7,870	7,870	7,870	69,652	97,277	100,195
IL HEALTH AND HOSPITAL ASSOC ASSESS ($200PT DAY)		27,900	42,000	55,800	72,000	93,000	108,000	130,200	158,100	153,000	158,100	153,000	158,100	1,309,200	1,861,500	1,861,500
REGULATORY COMPLIANCE		4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	50,000	50,000	50,000
MARKETING	50,000	7,207	7,207	7,207	7,207	7,207	7,207	7,207	7,207	7,207	7,207	7,207	7,207	86,486	150,000	154,500
INSURANCE		41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	500,000	515,000	530,450
PROFESSIONAL FEES - LEGAL / CONSULTING	500,000	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	34,595	35,632	36,701
ADMINISTRATIVE/GENERAL/MISCELLANEOUS		41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	500,000	515,000	530,450
RENT		25,000	25,000	25,000	25,000	25,000	25,000	50,000	50,000	50,000	66,667	66,667	66,667	500,000	800,000	824,000
DEPRECIATION AND AMORTIZATION		10,062	10,062	10,062	10,062	10,062	10,062	10,062	10,062	10,062	10,062	10,062	10,062	120,744	120,744	120,744
TOTAL EXPENSES BEFORE INTEREST	789,802	421,045	435,145	448,945	510,096	531,096	635,998	743,133	771,033	765,933	787,700	782,600	787,700	7,620,425	9,988,999	10,227,702
INTEREST EXPENSE		2,093	2,039	1,986	1,932	1,878	1,824	1,769	1,714	1,659	1,604	1,548	1,493	21,540	13,445	4,852
TOTAL EXPENSES	789,802	423,137	437,184	450,931	512,028	532,974	637,822	744,903	772,748	767,593	789,304	784,148	789,193	7,641,964	10,002,445	10,232,554
REVENUE IN EXCESS OF (LESS THAN) EXPENSE	789,802)	(274,570)	(213,534)	153,796	(95,868)	4,566	(13,582)	7,653	141,070	116,747	124,514	100,192	124,625	(131,982)	1,198,387	1,304,303

TAB 11

Capital Cost Per Patient Day

Capital Cost per Patient Day		Year 1	Year 2	Year 3
Depreciation and amortization		$120,744	$120,744	$120,744
Interest		$21,540	$13,445	$4,852
Total		$142,284	$134,189	$125,596
Patient Days		6,524	9,308	9,308
Capital Cost per Patient Day		$22	$14	$13

MIRA Programs

Hospital Programs

The MIRA Neuro Behavioral Hospital with provide for the following programs for patients. MIRA Acute Care will treat the whole adolescent using evidence-based, empirically supported methods/theories for acquiring additional coping skills through cognitive-behavioral theory and dialectical behavioral theory through an attachment theory, somatic experiencing, and Circle of Courage (derived from the Lakota-Sioux method of child-rearing focusing on belonging, mastery, interdependence, and generosity).

The MIRA Acute Care Programs will include:

Group therapy for Processing, Skill Building

Somatic Expression group activities including OT, Mindfulness and trauma release

Brain Training

Physician Medication management and Monitoring

Medication education

Family Intervention and Education

School assistance

Out Patient Processing

Health and Wellness Education

Day Treatment Programs

The Mira Partial Hospitalization Program Center will work with stabilizing Children and Adolescents either being discharged from Acute Care or as an intensive treatment option to Acute Care.

The PHP will treat the whole adolescent using evidence-based, empirically supported methods/theories for acquiring additional coping skills through cognitive-behavioral theory and dialectical behavioral theory through an attachment theory, somatic experiencing, and Circle of Courage (derived from the Lakota-Sioux method of child-rearing focusing on belonging, mastery, interdependence, and generosity).

The PHP programs will include:

Group therapy for Processing, Skill Building and Somatic Expression

Physician Medication management Monitoring

Family Intervention and Education

School assistance

PHP will have capacity for 15 persons with a focuses on three tracts

General Adolescent Program

Dual diagnosis for Addictions Program

Child/Autism Program

MIRA Neuro-Behavioral Health Center
POLICY AND PROCEDURE: ADMISSION SCREENING GUIDELINES-DRAFT

POLICY:
MIRA Neuro-Behavioral Health Center will comply with all regulatory standards related to the admission of patients to a psychiatric hospital.

PROCEDURE:

1. Patients must meet the hospital admission criteria that is applied uniformly to all prospective psychiatric patients. Patients will be admitted to the hospital without regard to race, ethnicity, national origin, sex, pre-existing condition, physical or mental status.

2. Patients must be screened to prevent the admission of a prospective patient who required specialized care not available at the hospital or one who has a physical medical condition that is unstable which might reasonably be expected to require inpatient for the condition.

3. Patient may be screened for admission by a Pre-Admission Screening Professional (physician, physician assistant, registered nurse, licensed psychologist, psychological associate, licensed master social worker, licensed social worker, licensed professionals counselor or licensed marriage and family therapist). If the QMHP determines that the prospective patient needs an admission examination, a physician must conduct this examination.

4. Patient must have been seen by a physician within 72 hours or consultation must occur with a physician who has conducted an assessment within 72 hours prior to admission. An order for admission must be issued.

5. An individual 16 years of age or older or a person younger than 16 years of age who is or has been married may request admission.

6. The parent, managing conservator or guardian of the prospective patient is younger than 18 years of age and is not and has not been married may request the admission of the patient, except in the cases where the guardian or managing conservator is acting as an employee or agent of the state or a political subdivision of the state (e.g. CPS). In such cases the patient if age 16 years or above must consent for admission as well.

7. A patient may be admitted only if determined to have an Axis I diagnosis listed in the DSM-V and services in a setting less restrictive than a hospital have been ineffective or are inappropriate as determined by the QMHP in accordance with the clinical criteria presented.

8. The patient must have the capacity to consent for treatment as determined by the physician or the hospital must initiate emergency detention proceedings.

9. The request for admission must be in writing and signed by the individual making the request.

10. The patient must be informed of the person's rights as a voluntary patient prior to admission.

11. The administrator or administrative designee must sign a written statement agreeing to admit the prospective patient.

12. Patients must be under the age of 20 years old.

MIRA Neuro-Behavioral Health Center
POLICY AND PROCEDURE MANUAL-DRAFT

TITLE: CHARITY CARE POLICY REVISED:

EFFECTIVE DATE: REVIEWED:

APPROVED BY: _____ DATE: _____
DEPARTMENT DIRECTOR

I. Purpose
To define the policy for providing financial relief based on Federal Poverty Guidelines to patents with no health insurance or other state, or federal health payor assistance, and to establish protocols for the requesting and processing of the Financial Assistance Disclosure Forms and supporting income validation documentation.

II. Policy
Uninsured Charity discounts may be provided to uninsured patients with Medicaid insurance that does not cover free standing psychiatric services. A financial disclosure form should be completed to ensure that no portion of the patient's medical services will be paid by any federal or state governmental health care program (e.g., Medicare, Medicaid, Champus, Medicare HMO, Medicare secondary payor), private insurance company, or other private, non-governmental third-party source.

III. Definition
Financially Indigent is defined as those patients who are accepted for medical care who are uninsured with no ability to pay for the services rendered. These patients are also defined as economically disadvantaged and have incomes at or below the federal poverty guidelines.

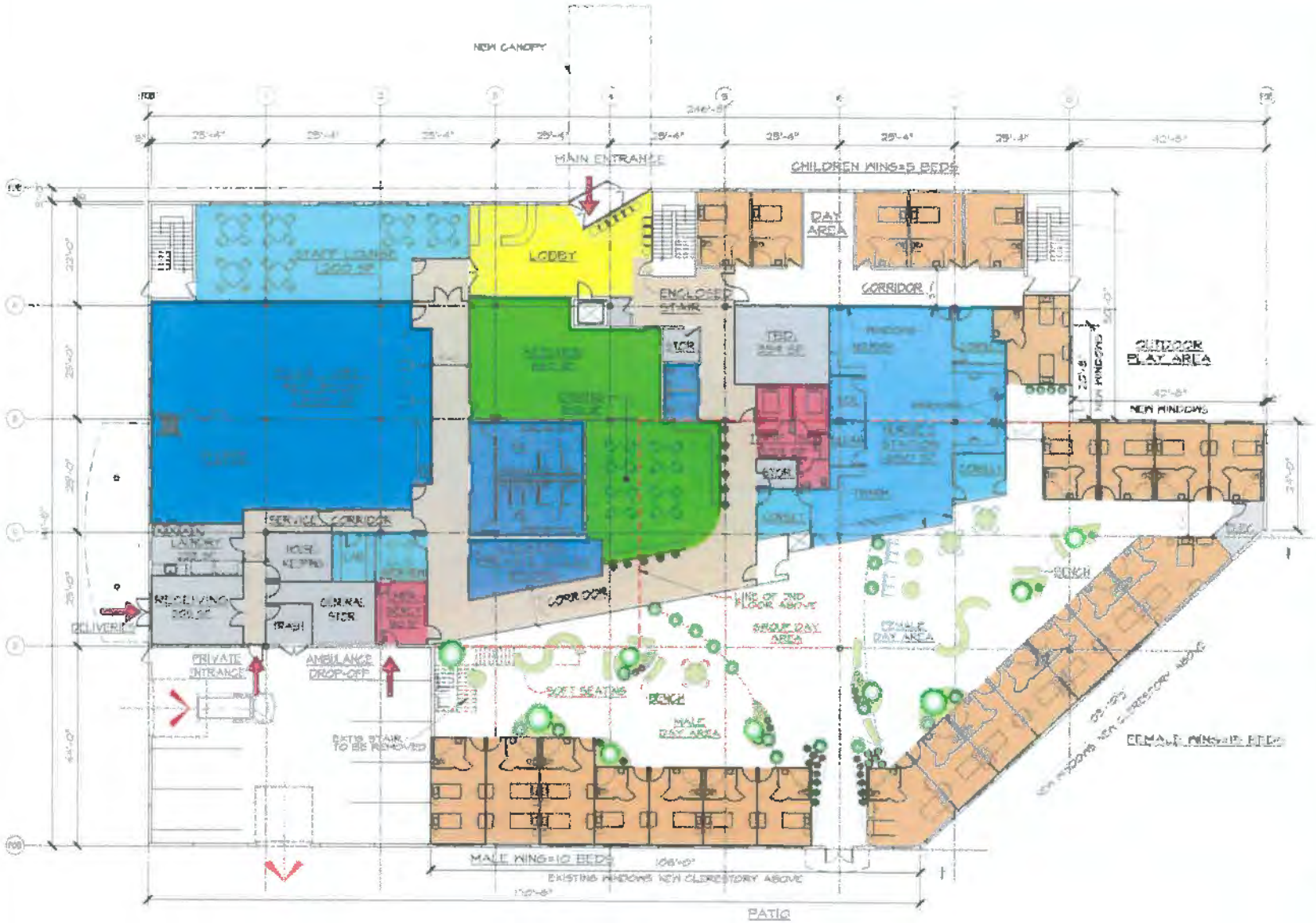
Accounts may be required to have supporting income verification documentation. The preferred minimum documentation will be the most current year's Federal Tax Return. However, if the patient/responsible party is not able to provide these documentation then choose other types of supporting documentation from the following list below.

- Employer Pay stubs for the last 2 months
- Written documentation from all income sources
- Copy of bank statements for the last 2 months
- Current credit report

After thorough review of the Financial Disclosure Form and documented research through Medicaid Eligibility denial or other means, a manger may waive supporting documentation when it is apparent that the patient/responsible party is unable to meet the requirement and clearly meets Uninsured Charity guidelines.

A completed record of the determination of financial relief is documented in the confidential accounting software and then possible kept separate from the chart.

IV. Authorization/Approval Process
Financially indigent patient adjustments shall be written up on a "patient Account Adjustment Authorization Form" which must be reviewed and signed off by the facility business office manager or designee and will require the Chief Financial Officer (CFO) prior to posting to the patient's account. An adjustment greater than $5,000 must be reviewed and signed off by the facility chief executive officer (CEO). All authorization forms will be maintained in the business office financial file of patient.



FIRST FLOOR

	SINGLE	DOUBLE	TOTAL BEDS
MALE ROOMS:	4	3	10
FEMALE ROOMS:	9	3	15
CHILDREN ROOMS:	5	-	5
TOTAL:	18	6	35

ROBERT JUNG & ASSOCIATES ARCHITECTS, LTD

NOT FOR CONSTRUCTION

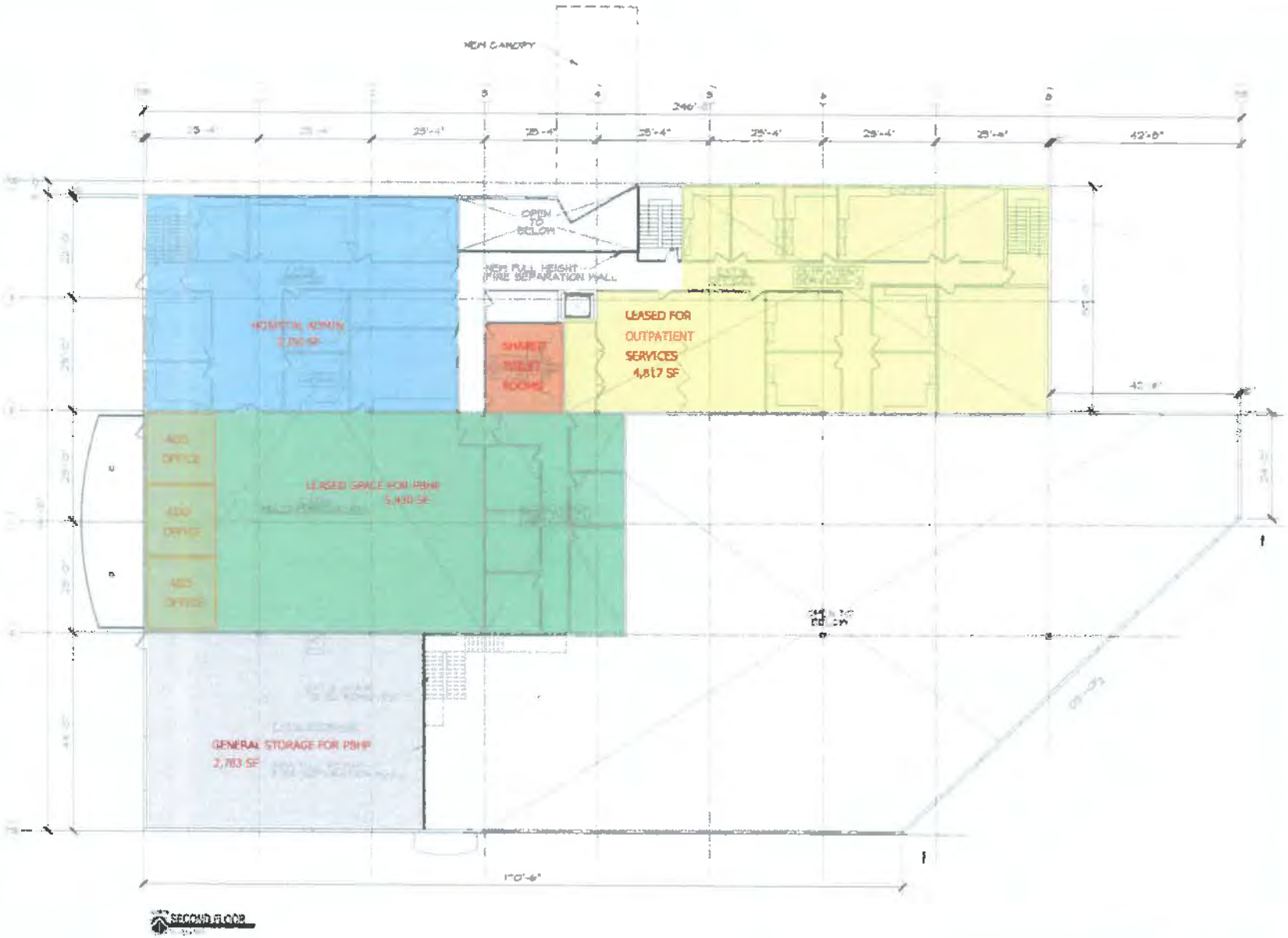
FAMILY BEHAVIORAL HEALTH ACUTE CARE HOSPITAL & OFFICE REMODELING

6775 PROSPERI DRIVE
TINLEY PARK, IL 60477

PROPOSED FIRST FLOOR PLAN

A1

TAB 15



ROBERT JUNIS & ASSOCIATES

NOT FOR CONSTRUCTION

FAMILY BEHAVIORAL HEALTH ACUTE CARE HOSPITAL & OFFICE REMODELING

6775 PROSPERI DRIVE
TINLEY PARK, IL 60477

PROPOSED SECOND FLOOR PLAN

A2

TAB 15

Cynthia A. Meyer, MSSW

Cynthia.Meyer@hcahealthcare.com

PROFESSIONAL EXPERIENCE:

Chief Operating Officer – Behavioral Health Services **(2/2016-Present)**
HealthONE/The Medical Center of Aurora & Denver Market

Responsible for driving profitable growth, directly managing Behavioral Health Services (BHS) within the Continental Division assigned across all care settings in a manner that leverages the collective market strength and position of HCA facilities. Partner with Division/Corporate leadership on strategic initiatives and budget planning for Division Behavioral Health related services. Oversee the operation of an 80 bed psychiatric facility with full outpatient continuum of behavioral health services. Increase free standing bed capacity to 140 beds, and building BHS access points in six HealthONE/HCA hospitals and eight free-standing emergency departments.

General Duties:

- Coordinates, directs and manages all aspects of behavioral health services within the division and areas assigned
- Responsible to meet volume, FTE and financial targets for each BHS facility in division
- Establishes and maintains high quality patient care standards and services at each facility
- Executes division and BHS goals by leading initiatives, meeting deadlines, coordinating resources with accountability
- Collaborates with the facility CEO's, hiring, training and supervising the facility's BHS key leadership positions
- Demonstrates strong budget management skills
- Develops and manages BHS business development/community relations initiatives and strategies for the division
- Ensures all admission and intake functions provide effective, efficient and consumer friendly services
- Partners with leadership to address all physician leadership, practice and recruitment needs
- Assists all facilities with ED strategies related to behavioral health patients improve patient experience and clinical outcomes
- Ensures compliance with regulatory requirements
- Provides consistent onsite reviews of BHS operations to ensure quality patient care and staff support needs are met and communicates status to leadership
- Conducts Monthly Operating Reviews (MOR) with Division President, CEO's and service line President
- Serves as a trusted advisor to division leadership to advance service line initiatives
- Teams with corporate BHS leaders to develop and coordinate with HCA resources to ensure efficient and effective operations for the division's BHS facilities

Achievements

- Successful completion of CMS, TJC surveys
- Opening of 20-bed adolescent unit – July 2016
- Opening of centralized intake system to service all hospital and emergency departments in the division
- Opening of adolescent Intensive Outpatient Program – July 2016
- Business plans completed for implementation of Adult Partial Hospitalization Program (PHP), Adolescent PHP, and Electroconvulsive Therapy (ECT) for inpatient and outpatient – Q3 and Q4 2016
- Recruitment of four psychiatrists and four nurse practitioners
- NAMI Colorado Board Member

Regional Vice President of Behavioral Health Services, HCA (2010-2016)

Responsible for driving profitable growth, directly managing the Behavioral Health Services within the Capital Division assigned across all care settings in a manner that leverages the collective market strength and position of HCA facilities. Partner with Division/Corporate leadership on strategic initiatives and budget planning for Division BHS related services. Oversee the operation of 469 psychiatric beds in ten inpatient psychiatric units and one free standing facility at eleven locations.

Achievements:

- Successful completion of CMS, TJC surveys
- Development of Centralized Intake Services in each BH program location
- Integration of Behavioral Consultative model of service within medical/surgical hospital arena
- Hired and retained eleven Program Directors to date
- Introduced and implemented Patient Satisfaction and Patient Outcome tools in all BHS programs
- Core Measures meeting HCA expectations
- Cultural change in treatment delivery and bed utilization implemented
- O.P. services continuum openings at all facilities
- Implementation of trauma informed care initiatives
- Growth in market share year over year in 2014 and 2015 by 5% and 3% respectively
- 2015 - 11.7% year over year increase in Inpatient Admissions
- 2015 - 10.9% year over year increase in Inpatient ADC
- 2015 – 5.1% year over year increase in Inpatient Net Revenue per day
- 2015 – 11.0% year over year increase in Inpatient Net Revenue ($87.0 million)
- 2015 - 27.3% year over year increase in Outpatient Net Revenue (10.3 million)
- 2015 - 12.5% year over year increase in Total Net Revenue (97.6 million)
- 2015 - Direct Margin Impact 33.5%2014 - 13.4% year over year increase in Inpatient Admissions
- 2014 - 16.2% year over year increase in Inpatient Average Daily Census (ADC)
- 2014 - 6.0 % year over year increase in Inpatient Net Revenue per day
- 2014 -22.5% year over year increase in Inpatient Net Revenue ($78.3 million total)
- 2014 -13.6% year over year increase in Outpatient Net Revenue (8.3 million total)
- 2014 - 21.5% year over year increase in Total Net Revenue (86.7 million total)
- 2014 - Direct Margin impact 32.3INPATIENT GROWTH: Parham Hospital opens new BHS unit 24 beds, Spotsylvania Regional expands beds by 18
- Business Plan/CAMS/COPN completed for Frankfort Regional Medical Center 12 bed add, Portsmouth Regional Medical Center 8 bed add, Parkland Medical Center 14 bed add, CJW/Tucker 24 bed add, John Randolph Medical Center 16 bed add (All of the previous facilities to realize beds in 2015)
  Parham Doctors Hospital 20 bed add (pending funding), Dominion 16 bed add and Vint Hill Wellness (free standing facility) 40 bed add (pending state approval)
- OUTPATIENT GROWTH: two IOP community build Dominion and Adult PHP add at CJW/Tucker Outpatient 2015 approved project adds Adult PHP, Adolescent PHP(2) and TMS(1) and ECT(3)
- BHS Transfer Center build initiated
- BHS/HCA Community Recognition Awards: *
  - Dominion Hospital, as a Falls Church Honored Partner – Falls Church City School Board
  - 2013 Community Service Partner Award Winner – Chesterfield Community Services Board
  - 2014 Community Partner of the Year –NAMI Central Virginia
  - 2014 Spotsylvania Regional Medical Center BHS Partner of the Year, Mental Health America
  - 2013/2014 John Randolph Medical Center BHS for the Above and Beyond Award – Riverside Community Criminal Justice Board

- 2014 HCA/BHS Virginia nominated for Community Provider of the Year – State of Virginia Crisis Intervention Training
- 2014 HCA/BHS Hospital Provider of the Year – NAMI Virginia.

- CEO Dominion – Responsible for all hospital operations and growth. Met and exceeded both budget and quality expectations in both 2013 and 2014. Achieved TJC award for Top Performer on Key Quality Measures and TJC Disease Specific Accreditation for the Eating Disorder Unit - one of only three programs in the country with this honor.

PSI Streamwood - Group Chief Executive Officer **(2006-2010)**

- **Streamwood Behavioral Health System**
- **Lincoln Prairie Behavioral Health**
- **John Costigan Residential Center**
- **Rock River Residential Center**
- **Northwest Academics**

Responsible for providing leadership and direction for the overall operation of each facility. Streamwood Behavioral Health System had 100 child and adolescent inpatient beds and 102 adolescent residential beds, with 1500-2000 outpatient visits per month. Lincoln Prairie Behavioral Health had 80 child and adolescent inpatient beds with 175-225 outpatient visits per month. Rock River Residential Center had 59 residential beds serving adolescent girls. Northwest Academies had 3 schools located in the Northwest Suburbs with approximately 300 students. Planned, organized, applied, directed, controlled and evaluated all resources (human, facilities, equipment, capital, fiscal and others) invested in the facility. All facilities employed over 1,000 full and part time employees. Used all resources to generate measurable results that benefited our patients first and foremost, the community, facility, Medical Staff; and, by virtue of raising the quality of the care we provided to our children, enhanced our reputation which in turn benefited the corporation.

Achievements:

- During my ten years, achieved 27-33% margins with all entities under my direction
- Implemented of HIPAA and the stricter confidentiality laws of the State of Illinois Mental Health and Developmental Disabilities Confidentiality Act facility wide
- Employed and retained employees with a turnover rate less than 3%
- Negotiated all professional service contracts and other contracts on behalf of the facilities
- Oversaw the development of personnel policies and procedures for the facilities; approved performance appraisals, wage modifications and reviewed/resolved employee grievances
- Developed, enhanced and maintained Medical Staff relationships; recruited Medical Staff to the facility; recruited new child and adolescent physicians where there is a chronic shortage
- Developed of Streamwood Behavioral Health System managed units in partnership with community hospitals
- Served as a liaison between the facilities' Board of Trustees, the Medical Staff and the hospital departments; established and led meetings to provide pertinent information related to the facility's operations and the provision of quality behavioral healthcare on a quarterly basis
- Prepared and presented operational and financial reports as required in regularly scheduled meetings and committees
- Interpreted public policy, economic developments and public opinion in meeting organizational goals; participated in hospital associations and healthcare professional organizations
- Directed the financial operations in cooperation with the Chief Financial Officer of the facility; reviewed and adjusted charges for services; evaluated the fairness of our charges for services

- Directed the maintenance of the physical plant and property to maintain appropriate state of repair and operating condition, so those who visited our facilities saw a clean, well-run, and safe operation and felt comfortable allowing us to care for their children
- Maintained accreditation and licensure standards for JCAHO, Medicare, Medicaid, State License, DMH/OMI/ICG program (since 2006) and other regulatory agencies.
- Successfully completed all JCAHO accreditation efforts
- Directed the facility's continuous performance improvement program and ensured the implementation of actions recommended by the Quality Management Council Committee and Performance Improvement Teams
- Established and supervised an interdisciplinary, interdepartmental approach to performance improvement
- Served as primary representative to third parties and as examiners, insurers and planning agencies
- Established and oversaw a full continuum of behavioral health services as appropriate in the marketplace and for the children we served
- Oversaw and evaluated data from Patient Outcome studies, appropriately implemented changes based on such data
- Implemented decision in 2009 to reduce the population of the Costigan Residential Center from 100 to 60 children to keep our quality of service at the highest possible level
- Implemented decision to move the Northwest Academy (self-contained school program) back to our campus so there was increased clinical control and precision of communication across the entirety of the continuum that we offered to our patients and their families
- Implemented decision to create an Autism Spectrum Unit utilizing the very latest in research; recruited the highest reputable nationally qualified experts to consult on both physical layout of unit and program design; oversaw construction and program design to ensure we provided the very latest in intervention methodologies for autistic children, and opened the unit in summer 2009
- Developed world renowned Clinical Consultative Board (Bennett Leventhal, M.D.; Robert Kowatch, M.D.; Susan Villani, M.D.) to provide clinical expertise and training
- Established and re-designed facility's business development strategic goals, philosophy and overall community image, which included a facility name change, name branding, printed brochures and signage.
- Developed community resource manual to compliment community image and name branding.
- Reformatted Clinical Services policy and procedure manual to coincide with JCAHO guidelines.
- Developed 15 new outpatient satellite programs within the Chicago Metropolitan area and Northwestern suburbs throughout years (7/96-7/98).
- Developed capitation contracts with public sector facilities.
- Development of departmental budgets with facility directors and corporate office.

Streamwood Behavioral Health Center
Chief Executive Officer - Streamwood Behavioral Health Center **(1998-2010)**

Streamwood Behavioral Health Center
Director of Clinical Programming/Business Development **(1996-1998)**

Vice President of Operations
Behavioral Healthcare Systems, Des Plaines, Illinois **(1995-1996)**

Director of Clinical Programs, Inpatient/Outpatient Services
Woodland Hospital-Hoffman Estates, Illinois **(1993-1995)**

Associate Administrator, Mental Health Services
Central DuPage Hospital – Winfield, Illinois **(1990-1993)**

PROFESSIONAL AFFILIATIONS/DEVELOPMENT ACTIVITIES

- American Hospital Association
- Virginia NAMI Board Member
- Virginia Hospital Association
- Illinois Hospital Association Behavioral Health Constituency, Policy Council, Medicaid Hospital Reimbursement Task Force, Investor Owned Hospital Committee
- 1992 Presented at American Hospital Association Psychiatric and Substance Abuse Conference in Seattle, Washington. "Responding to Community Needs with a Comprehensive Mental Health System."

EDUCATION:

MSSW – Masters of Science in Social Work
Kent School of Social Work, Louisville, Kentucky **(July 1980)**

BSW – Bachelor of Social Work
Ball State University, Muncie, Indiana **(November 1976)**