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HEALTH FACILITIES & SERVICES REVIEW BOARD

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.

12-024

Facility/Project Identification

Facility Name:	Danville Healthcare, LLC		
Street Address:	26 W. Newall Road		
City and Zip Code:	Danville, IL 61834		
County: Vermillion	Health Service Area: IV	Health Planning Area: N/A	

Applicant /Co-Applicant Identification
[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name:	Vermilion County Surgery Center, LLC
Address:	812 N. Logan Street Danville, IL 61832
Name of Registered Agent:	Michael L. Brown
Name of Chief Executive Officer:	Michael L. Brown
CEO Address:	812 N. Logan Street Danville, IL 61832
Telephone Number:	217/443-5000

Type of Ownership of Applicant/Co-Applicant

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

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

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

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

Name:	Cathy Emanuel
Title:	Regional Vice President
Company Name:	Provena Covenant & United Samaritans Medical Center
Address:	812 N. Logan Street Danville, IL 61832
Telephone Number:	217/443-5000
E-mail Address:	cathy.emanuel@provena.org
Fax Number:	

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

Name:	Jacob M. Axel
Title:	President
Company Name:	Axel & Associates, Inc.
Address:	675 North Court Suite 210 Palatine, IL 60067
Telephone Number:	847/776-7101
E-mail Address:	jacobmaxel@msn.com
Fax Number:	

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City and Zip Code:	Danville, IL 61834		
County: Vermillion	Health Service Area: IV	Health Planning Area: N/A	

Applicant /Co-Applicant Identification
[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name:	Danville Healthcare, LLC
Address:	26 W. Newall Road Danville, IL 61834
Name of Registered Agent:	Thomas J. Pliura
Name of Chief Executive Officer:	Thomas J. Pliura
CEO Address:	1770 E. Lake Shore Drive Decatur, IL 62521
Telephone Number:	309/962-2299

Type of Ownership of Applicant/Co-Applicant

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

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Street Address:	26 W. Newall Road
City and Zip Code:	Danville, IL 61834
County: Vermillion	Health Service Area: IV Health Planning Area: N/A

Applicant /Co-Applicant Identification
[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name:	Provena Hospitals d/b/a Provena United Samaritans Medical Center
Address:	19065 Hickory Creek Drive Mokena, IL 60631
Name of Registered Agent:	Kendra Allaband
Name of Chief Executive Officer:	Michael L. Brown
CEO Address:	812 N. Logan Street Danville, IL 61832
Telephone Number:	217/443-5000

Type of Ownership of Applicant/Co-Applicant

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

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Title:	Regional Vice President
Company Name:	Provena Covenant & United Samaritans Medical Center
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Street Address:	26 W. Newall Road		
City and Zip Code:	Danville, IL 61834		
County: Vermillion	Health Service Area: IV	Health Planning Area: N/A	

Applicant /Co-Applicant Identification
[Provide for each co-applicant [refer to Part 1130.220].

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

Type of Ownership of Applicant/Co-Applicant

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

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

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Name:	Cathy Emanuel
Title:	Regional Vice President
Company Name:	Provena Covenant & United Samaritans Medical Center
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Post Permit Contact

Name:	Cathy Emanuel
Title:	Regional Vice President
Company Name:	Provena Covenant & United Samaritans Medical Center
Address:	812 N. Logan Street Danville, IL 61832
Telephone Number:	217/443-5000
E-mail Address:	cathy.emanuel@provena.org
Fax Number:	

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner:

Address of Site Owner:

Street Address or Legal Description of Site:

Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease or a lease.

APPEND DOCUMENTATION AS ATTACHMENT-2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Operating Identity/Licensee

[Provide this information for each applicable facility, and insert after this page.]

Exact Legal Name:

Address:

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

- Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.
- Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.
- **Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.**

APPEND DOCUMENTATION AS ATTACHMENT-3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Organizational Relationships

Provide (for each co-applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

APPEND DOCUMENTATION AS ATTACHMENT-4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Flood Plain Requirements **not applicable, no construction**

[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 **not applicable, no construction**

[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:	Part 1120 Applicability or Classification: [Check one only.]
☐ Substantive	☐ Part 1120 Not Applicable
X Non-substantive	☐ Category A Project
	X Category B Project
	☐ DHS or DVA Project

2. Narrative Description

Provide in the space below, a brief narrative description of the project. Explain **WHAT** is to be done in **State Board defined terms, NOT WHY** it is being done. If the project site does NOT have a street address, include a legal description of the site. Include the rationale regarding the project's classification as substantive or non-substantive.

The proposed project is limited to a change of ownership of a multi-specialty ambulatory surgical treatment center (ASTC) located in Danville, Illinois. The change of ownership will not result in any change to the clinical services offered at the ASTC.

Following acquisition, the ASTC will operate under the control of Provena Hospitals d/b/a Provena United Samaritans Medical Center, which is also located in Danville.

This is a "non-substantive" project because it meets the definition of a "non-substantive" project found in Section 1110.40.

ASSET PURCHASE AGREEMENT

by and between

Vermilion County Surgery Center, LLC

and

Seller (as defined herein)

dated

March 6, 2012

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into effective as of March 6, 2012 (the "Effective Date") by and among **VERMILION COUNTY SURGERY CENTER, LLC**, an Illinois limited liability company ("Purchaser"), **DANVILLE HEALTHCARE, L.L.C.**, an Illinois limited liability company ("**DHC**"), **PAMELA H. PLIURA** ("PHP"), **THOMAS J. PLIURA, M.D.** individually ("TJP" and together with DHC and PHP, collectively, the "Seller"), and, solely for purposes of guaranteeing the Purchaser's payment obligation under Section 3.2 hereof, Provena United Samaritans Medical Center, an operating unit of Provena Hospitals, an Illinois not for profit corporation ("**Provena**").

RECITALS

WHEREAS, DHC owns and operates a Medicare-certified, multi-specialty state licensed ambulatory surgery center (the "Business") located at 26 Newell Avenue, Danville, Illinois (the "Center");

WHEREAS, TJP owns the real property and improvements upon and within which, the Business is located and operated; and

WHEREAS, Seller desires to transfer to Purchaser, and Purchaser desires to purchase from Seller, certain assets, real and personal properties and interests of Seller for the consideration and on the terms and conditions provided in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the warranties, representations, covenants and agreements set forth in this Agreement, Purchaser and Seller covenant and agree as follows:

ARTICLE 1
Transfer of Assets

1.1 Transfer of Assets. Upon the terms and conditions of this Agreement, at the Closing (as defined in Section 3.1 of this Agreement), Seller shall sell, assign, convey, transfer and deliver to Purchaser, and Purchaser shall purchase, all of Seller's right, title and interest in and to all of the assets, properties and interests of Seller that are used with respect to or in connection with the Business and are not expressly identified in Section 1.2 below as "Retained Assets," including, but not limited to, those listed below and those separately identified on Schedule 1.1, existing as of the Closing Date (as defined in Section 3.1) (collectively referred to as the "Assets"):

(a) the real property as legally described in Schedule 1.1 (a) (the "Real Property"), free and clear of all Title Defects as further described in Section 4.5 below;

(b) all buildings and all other structures, facilities or improvements presently or hereafter located in or on the Real Property (collectively, the "Improvements");

(c) all advance payments, prepayments, prepaid expenses and third-party deposits with respect to and in connection with the operation of the Business, including, but not limited to, those listed in Schedule 1.1(c);

(d) all of the tangible personal property owned by Seller with respect to or in connection with the operation of the Business, including, but not limited to, all equipment, furniture, fixtures, machinery, vehicles (if any), office furnishings, leasehold improvements and inventories of supplies, drugs, and other disposables and consumables related to the operation of the Business (the "Personal Property");

(e) all contract rights and interests with respect to those Contracts (as defined in Section 5.18 hereof identified as Assumed Contracts in Section 5.18 (collectively, the "Assumed Contracts"), purchase orders, licenses, and equipment leases pertaining to the Business, including all leasehold improvements and all rights under any restrictive covenants accruing to the benefit of the Business;

(f) all promotional, marketing and advertising materials, supplier lists, prescription files, copyrights, trademarks, patents and licenses, all electronic tapes and discs, all reference materials, all supplies and operating materials, all patient information and lists of both current and former patients, including all patient files and records, and all other similar materials associated with, used or employed by Seller in the Business (the "Operating Materials");

(g) all medical records;

(h) the business telephone numbers, facsimile numbers and electronic mail addresses associated with the Business;

(i) all goodwill associated with the Business, including the perpetual use of the name "Danville Healthcare Surgery Center"; and

(j) all other personal property owned by Seller and located at the Business, unless specifically excluded under Section 1.2.

1.2 Retained Assets. Notwithstanding anything in this Agreement to the contrary, the Assets do not include, and Seller shall not, and is not agreeing to, sell, assign, convey, transfer or deliver to Purchaser:

(a) any rights of Seller arising under this Agreement;

(b) the corporate records of Seller;

(c) cash, cash equivalents and short-term investments; or

(d) all accounts receivable of the Business ("Accounts Receivable") and other rights of payment of Seller in respect of services performed at the Business through and including the Closing Date including accounts receivable of Seller arising from the rendering of services and provision of medicine, drugs and supplies to patients by Seller

through the Closing Date and relating to Medicare, Medicaid or any other federal or state health benefits program and other third party patient claims of Seller due from beneficiaries or governmental third party payors;

(e) any of the assets, properties or interests listed on Schedule 1.2 attached to this Agreement (collectively, the "Retained Assets").

1.3 Assumed Liabilities. On the Closing Date, Seller shall assign and Purchaser shall assume and agree to discharge from and after the Closing Date only the following liabilities and obligations of Seller, and no other liability or obligation of Seller not listed (the "Assumed Liabilities"):

(a) the Assumed Contracts, but only to the extent of obligations arising with respect to events or periods from and after the Closing Date;

(b) all accrued but unpaid real and personal property taxes, and all accrued but unpaid bills for utilities related to the Assets, subject to the prorations provided in Article 8; and

(c) any other liabilities and obligations identified in Schedule 1.3(c).

1.4 Excluded Liabilities. Except as provided in Section 1.3 above with respect to the Assumed Liabilities, Purchaser shall not assume or become responsible for any of Seller's duties, obligations or liabilities, whether known or unknown, fixed or contingent or arising from contract, tort or otherwise (the "Excluded Liabilities"). The Excluded Liabilities shall include, without limitation:

(a) The commercial lease agreement by and among DHC and TJP, which such parties shall terminate, effective as of the Closing Date;

(b) all liability and obligations for debts, including amounts owed to Seller's lender(s) pursuant to loans issued to Seller by such lender(s);

(c) any fees, penalties or liabilities arising from the termination of any third-party contracts or agreements by Seller, including, but not limited to, "early termination penalties" related to vendor agreements that Seller is required to terminate pursuant to the terms of this Agreement (the "Termination Penalties");

(d) all current liabilities of the Company including trade payables;

(e) any claims of medical malpractice, whether known or unknown, actual or alleged, relating to acts or omissions of Seller or any employee or agent occurring or alleged to have occurred prior to the Closing Date at the Business or the Center;

(f) claims for setoff, civil monetary penalties, treble damages or any similar claim from government payors due to actual or alleged billing errors;

(g) all liabilities arising out of or relating to any act, omission, event or occurrence connected with the use, ownership or operation of the Business or any of the Assets prior to the Closing Date, other than as specifically included in the Assumed Liabilities;

(h) all liabilities of the Seller to or for the benefit of employees of the Business arising prior to the Closing Date, including, without limitation, payroll, vacation, sick, bonus or severance pay, workers' compensation, unemployment benefits, pension benefits, benefit plan contributions and payroll taxes, other than as specifically included in the Assumed Liabilities;

(i) all liabilities or obligations of the Seller under any contract or agreement not included in the Contracts;

(j) all liabilities or obligations arising out of the Seller's breach or alleged breach of any: (1) contract that is not an Assumed Contract; and (2) Assumed Contract arising from acts or omissions prior to the Closing Date;

(k) all liabilities of the Seller for violation of any Law, including, without limitations, those pertaining to any federal or state healthcare program;

(l) all liabilities due to third-party payors, including, without limitation, overpayments from or credit balances owed to private insurers, governmental payors and managed care payors, relating to periods ending prior to the Closing Date, including, without limitation, recapture of previously reimbursed expenses;

(m) all liabilities and obligations of the Seller with respect to federal, state, local or foreign taxes, including, without limitation, any income tax, franchise tax, sales or use tax, payroll or employment taxes or taxes and assessments which may arise upon consummation of the transactions contemplated hereunder;

(n) all liabilities of the Seller for commissions or fees owed to any finder or broker in connection with the transactions contemplated hereunder or for any other expenses incurred hereunder;

(o) all liabilities of Seller incurred in connection with the negotiation and preparation of this Agreement and the performance and compliance with all agreements and conditions contained herein on its part to be performed or complies with;

(p) all liabilities related to the Seller's Medicare provider number that relate to services provided in periods prior to the Closing Date;

(q) all liabilities arising out of or relating to services of Seller to the extent rendered prior to the Closing Date, and any costs arising from or related to any services provided or costs incurred in connection with the management and operation of the Center prior to the Closing Date, including, any matters relating to costs reports, collections, audits, hearing, or legal action arising therefrom;

(r) amounts that are to become due or payable on or after the Closing Date in payment for services or goods provided to or delivered to the Facility prior to the Closing Date, including without limitation, accounts payable;

(s) professional or general liability claims or claims of any kind for events occurring prior to the Closing Date;

(t) all liabilities under any employment, severance, retention or termination agreement with any employee of Seller, where the acts giving rise to such liability occurred prior to the Closing Date whether or not the affected employee is hired by Purchaser;

(u) all liabilities arising out of or relating to any employee grievance, where the acts giving rise to such grievance occurred prior to the Closing Date whether or not the affected employees are hired by Purchaser;

(v) all liabilities to indemnify, reimburse or advance amounts to any officer, director or agent of Seller;

(w) all liabilities arising out of any claim, lawsuit, governmental action, or other proceeding, commenced after the Closing Date and arising out of or relating to any occurrence or event happening prior to the Closing Date; and

(x) all contingent liabilities or obligations of Seller, whether known or unknown by Seller or Purchaser.

1.5 Title. Seller shall convey and transfer to Purchaser all right, title and interest in the Assets free and clear from any and all liens, charges and encumbrances with good and marketable title.

1.6 Reserved.

1.7 Risk of Loss. The risk of loss or damage to any of the Assets shall remain with Seller until the Closing Date and Seller shall maintain its insurance policies covering the Assets through at least the Closing Date.

1.8 Buyout of Equipment Leases. At or prior to Closing, Seller shall buyout all equipment leases (including but not limited to the lease agreements set forth on Schedule 1.8 hereto) and deliver to Purchaser all right, title and interest in the items covered under such leases, which shall be classified hereunder as Assets, free and clear from any and all liens, charges and encumbrances with good and marketable title.

ARTICLE II
Earnest Money

2.1 Deposit of Earnest Money. Upon execution of this Agreement by Seller and Purchaser, Purchaser shall deliver to the offices of Chicago Title and Trust Company located at 171 North Clark, Chicago, Illinois (hereinafter, the "Title Company"), the sum of One Hundred

Thousand & 00/100 Dollars ($100,000.00) (the "Earnest Money"). Purchaser shall receive a credit for any amounts delivered to the Title Company pursuant to a separate letter of intent. Purchaser shall have the right to cause Title Company to invest such earnest money in an interest-bearing account. The Earnest Money (together with the interest earned thereon) shall be held by the Title Company pursuant to its standard joint order escrow agreement. The cost of the joint order escrow shall be divided equally between Purchaser and Seller.

2.2 Disputes between the Parties. It is agreed that the Earnest Money Deposit is made for the accommodation of the parties hereto. In the event any litigation arises between the parties to this Agreement concerning the deposit, then the parties hereto do severally and jointly agree to indemnify and save harmless the Title Company from payment of any cost that may be involved in such litigation. In the event of a dispute, the Title Company's only obligation shall be to retain the deposit until a final determination has been issued to pay the deposit into a court of competent jurisdiction.

2.3 Delivery of Earnest Money. The Title Company shall deliver the Earnest Money to Seller or Purchaser, as the case may be, on the following conditions: (i) deliver to Seller upon the consummation of Closing; (ii) deliver to Seller upon receipt of demand therefor signed by Seller stating that Purchaser has defaulted in the performance of its obligations under this Agreement; provided, however, that the Title Company shall not honor such demand until at least ten (10) days after the date on which the Title Company shall have mailed a copy of such demand to Purchaser, nor thereafter if the Title Company shall have received a notice of objection from Purchaser given in accordance with the provisions of this Article 2; or (iii) deliver to Purchaser upon receipt of demand therefor signed by Purchaser stating that either Seller has defaulted in the performance of its obligations under this Agreement or that Purchaser is otherwise entitled to the refund of the Earnest Money pursuant to the terms of this Agreement; provided, however, that the Title Company shall not honor such demand until at least ten (10) days after the date on which the Title Company shall have mailed a copy of such demand to Seller, nor thereafter following such ten (10) day period if the Title Company shall have received a notice of objection from Seller given in accordance with the provisions of this Article 2.

2.4 Holding of Earnest Money Pending Resolution. If the Title Company shall have received a notice of objection as provided for in this Article 2 within the time herein prescribed, then the Title Company shall continue to hold the Earnest Money until the Title Company receives either (a) a written notice signed by the party from whom the notice of objection was received; or (b) a final and non-appealable order by a court of competent jurisdiction, entered in a proceeding in which the parties and the Title Company are named as parties, directing the direction of the disbursement of the Earnest Money. The Title Company shall not be or become liable in any way or to any Person for its refusal to comply with any such claims and demands unless it has received such direction. Upon compliance with such direction, the Title Company shall be released of and from all liability hereunder.

2.5 Affirmative Action of Title Company. Notwithstanding the foregoing, the Title Company may, on notice to the parties, take such affirmative steps as it may, at its option, elect in order to terminate its duties hereunder, including, but not limited to, the deposit of the Earnest Money with a court of competent jurisdiction and the commencement of an action of interpleader, the costs of which shall be borne by whichever of the parties is the losing party in

the action. Upon the taking by the Title Company of the action described above, the Title Company shall be released of and from all liability hereunder.

ARTICLE III
Consideration and Manner of Payment

3.1 Consideration.

(a) Subject to adjustment as set forth in Section 3.1(b) and subject to the Escrow described in Section 12.4, as consideration for the transfer of the Assets, Purchaser hereby agrees to pay to Seller the amount of Four Million Six Hundred Thousand and 00/100 Dollars ($4,600,000.00) (the "Consideration").

(b) The Consideration will be reduced or increased to the extent the book value of Seller's inventory at Closing is less than Fifteen Thousand Dollars ($15,000.00) (the "Target Inventory Value"). At or immediately following Closing, Purchaser shall conduct a physical inventory to determine the actual value of the inventory on the Closing Date (the "Actual Inventory Value"). A copy of the inventory and the values used to determine the Actual Inventory Value shall be provided to Purchaser within twenty-four (24) hours after completion of the physical inventory. The Actual Inventory Value shall be agreed upon by the Purchaser and the Seller. If the parties are unable to agree to a final Actual Inventory Value, the matter will be resolved by binding arbitration as provided in Section 15.1. Immediately following the final determination of the Actual Inventory Value, the Consideration shall be adjusted accordingly. To the extent the Actual Inventory Value exceeds the Target Inventory Value, Purchaser shall pay the Seller the difference within ten (10) business days of determination of the Actual Inventory Value. To the extent the Actual Inventory Value is less than the Target Inventory Value, Purchaser shall offset the deficit against the Escrow.

3.2 Payment of Consideration. At the Closing, Purchaser will pay the Consideration by wire transfer of immediately available funds to Seller's designated bank account according to the wire transfer instructions to be provided by Seller to Purchaser prior to Closing.

3.3 Determination of Consideration. The parties agree that the Consideration and the mechanisms to determine the same reflect the fair market value of the Assets and that the same were agreed to by the parties hereto as a result of arms' length negotiations. The parties agree that the payment of the Consideration is in no way consideration for, or intended to be an inducement for, the value of any patient referrals (direct or indirect) to or from Purchaser, Seller, any physician owner thereof, or any of their respective Affiliates.

3.4 Allocation of Consideration. Seller and Purchaser shall allocate the cash Consideration among the Assets as set forth in Schedule 3.4. Such allocations shall be used by the parties in preparing the Form 8594, Asset Acquisition Statement, for Seller and Purchaser and all tax returns. Seller and Purchaser shall each file Form 8594, prepared in accordance with this Section 3.4, with the tax returns for the period which includes the Closing Date. All allocations made pursuant to this Section 3.4 shall be binding upon the parties hereto and upon

each of their successors and assigns, and the parties hereto shall report the transactions contemplated by this Agreement in accordance with such allocations.

ARTICLE IV
Due Diligence, Title & Survey

4.1 Due Diligence Period. The Purchaser's right to perform its due diligence review of the Assets (such period being hereinafter referred to as the "Initial Due Diligence Period"), shall commence upon Purchaser's receipt of all Due Diligence Materials (as defined herein) and shall continue through the end of sixty (60) days after the later of the Effective Date or Purchaser's acknowledged receipt of all of the Due Diligence Materials from Seller. Seller grants and Purchaser accepts one (1) thirty (30) day option to extend the Due Diligence Period (an "Extended Diligence Period" and together with the Initial Due Diligence Period shall be referred to herein as the "Due Diligence Period"); provided, in order to exercise such option to extend the Due Diligence Period Purchaser must deposit an additional Twenty Thousand Dollars ($20,000.00) of Earnest Money in accordance with Section 2.1. Subject to the provisions hereof, at reasonable times and on reasonable prior notice to Seller, Purchaser shall have the right to enter upon the Real Property and the Improvements to conduct such inspections, investigations, tests and studies as Purchaser shall deem necessary, including, without limitation, environmental site assessments, engineering tests and studies, physical examinations of the Real Property and the Improvements, interviews with current employees and personnel, due diligence investigations and feasibility studies and to review the books and records related to the financial condition and the operations of the Business and Real Property, tour the Business, and observe the day-to-day operations and management thereof. Seller shall promptly and accurately respond to any and all questions and questionnaires submitted to it by Purchaser or its agents, including, without limitation, "Phase I" environmental questionnaires. All information derived from such studies and inspections shall be used only for the purposes intended herein, Purchaser shall (and shall cause its agents to) maintain the confidentiality of such information, and if Purchaser subsequently elects to terminate this Agreement, Purchaser shall return to Seller or confidentially destroy all information received from Seller or third parties with regard to the Assets. To the extent Purchaser hires any third party site inspectors, engineers or other parties that will invasively inspect and/or test the Real Property and the Improvements, Purchaser will first ensure that such third party(ies) have adequate insurance covering any potential damage done to the Real Property and/or the Improvements as a result of such inspection/testing. This Agreement shall be subject to the condition that Purchaser shall be satisfied with the physical and environmental condition of the Real Property and all improvements thereon, as well as the financial condition and operations of the Business. If Purchaser shall not be so satisfied and Purchaser notifies Seller thereof in writing on or prior to the end of the Due Diligence Period, this Agreement shall be null and void and Title Company shall refund the Earnest Money plus any accrued interest thereon to the Purchaser. If Purchaser fails to give such notice to Seller, it shall be conclusively presumed that Purchaser is satisfied with its due diligence review and this contingency shall be deemed satisfied, and this Agreement shall continue in full force and effect. If not already delivered prior to the Effective Date, Seller shall deliver to Purchaser the due diligence materials listed on Schedule 4.1 attached hereto (the "Due Diligence Materials") as soon as practicable after the Effective Date. Upon receipt of delivery of the same, Purchaser shall immediately tender to Seller written acknowledgement of delivery of the Due Diligence Materials. During the Due Diligence Period, Seller shall continue to provide such documents or

other materials as further reasonably requested by Purchaser. Purchaser shall not permit any liens to attach to the Real Property by reason of Purchaser's inspection or tests and shall, upon demand, bear all expense and fees (including reasonable attorneys' fees) to cure such liens.

4.2 Title Commitment and Policy. Seller shall order from the Title Company a commitment (the "Title Commitment") for ALTA 2006 owner's title insurance policy (the "Title Policy"), in an amount equal to the allocation of the Consideration to the Real Property and the Improvements, dated or updated to the Closing Date, insuring or committing to insure, Purchaser's good and marketable title in fee simple to the Real Property subject only to the Permitted Exceptions (as hereinafter defined) and shall include extended coverage over General Exceptions 1 through 5 inclusive and such additional endorsements, including (i) survey endorsement, (ii) unconditional Comprehensive Endorsement No. 1, (iii) ALTA Endorsement Form 3.1 endorsement (including compliance with parking requirements) which must specifically state that the use of the land is a "permitted use" under the governing zoning ordinance, (iv) location endorsement, (v) access endorsement, (vi) one tax parcel endorsement, (vii) if the Real Property consists of more than one subparcel, contiguity endorsement, (viii) environmental lien endorsement, and (ix) such other endorsements as Purchaser or Purchaser's lender may reasonably require (items (i) through (ix) collectively referred to herein as the "Title Endorsements"). The Title Endorsements shall be at Purchaser's cost and credited to Seller at Closing.

4.3 Land Survey. Seller shall, at Purchaser's sole cost and expense, obtain an ALTA survey (the "Survey") of the Real Property, which shall be (1) certified by a licensed surveyor and in a form and substance satisfactory to Purchaser, Purchaser's lender and the Title Company in order for the Title Company to issue the Title Policy, (2) show the Improvements, the location of all easements, rights of way, sewer and water lines, building lines and encroachments, the location of all required building set-back lines and other dimensional regulations and any wetlands, and (3) show the location of all abutting or adjoining streets, alleys, curb cuts and the like, (4) show the location of all foundations, driveways, parking areas, number of parking spaces, fences and other improvements on the Real Property, (5) show the location (and recording numbers, to the extent recorded) of all visible or recorded easements (including appurtenant easements), water courses, drains, sewers, public and private roads (including the names and widths thereof and recording numbers for the dedications thereof), other rights of way, and curb cuts, if any, within, adjacent to or serving the Real Property or to which the Real Property is subject, and the location of any such easements to be granted are unobstructed; and that all portions of the Real Property will have direct access to dedicated public roads, (6) show the location of the servient estate of any easements, if the Real Property is the dominant estate thereunder, (7) show the common street address of the Real Property and the boundaries of the Real Property, (8) show that all foundations and other structures and all other improvements on the Real Property, are placed within the lot and building lines and in compliance with all deed restrictions, recorded plats, other restrictions of record and ordinances relating to the location thereof (and, to the extent that any deed restrictions, recorded plats, other restrictions of record or ordinances require any structure to be set back specified distances from any line, showing said line and the measured distance of said structure, or the proposed location of said structure, from said line), (9) show that there are no encroachments onto the Real Property from improvements located on adjoining property, (10) if the Real Property comprises more than one parcel, show interior lines and other data sufficient to insure contiguity, (11) bear a proper certificate by the

surveyor, (12) be dated and certified less than six (6) months prior to the Closing Date; and (13) be made in accordance with (i) the current survey standards of the American Title Association and American Congress on Surveying and Mapping including items 1, 2, 3, 4, 6, 7(a), 8, 9, 10, and 11(a) of Table A thereof and (ii) the laws of the State of Illinois. The Survey shall include the legal description of the Real Property and shall run in favor of Purchaser, the Title Insurance Company and, if applicable, Purchaser's lender. A Survey, Title Commitment, and complete and legible copies of all documents of record that are reflected on the Title Commitment (the "Exception Documents") must be delivered to Purchaser within thirty (30) days after the Effective Date (the "Title Delivery Date") and shall be updated and delivered to Purchaser within three (3) months of Closing, but no less than two (2) months of Closing (the "Updated Title Delivery Date"). In the event that the Title Commitment and the Survey are not delivered to Purchaser by the Title Delivery Date and the Updated Title Delivery Date, as applicable, the Purchaser's time period to object under Section 4.5 below shall be extended by the number of days beyond the Title Delivery Date and the Updated Title Delivery Date, as applicable, that Seller actually delivers to Purchaser the Title Commitment, the Exception Documents, and the Survey.

4.4 Permitted Exceptions. Seller agrees to convey the Real Property the Improvements, and Purchaser agrees to purchase the same, free and clear of all liens and encumbrances other than the Permitted Exceptions (hereinafter defined). As used in this Agreement, the term "Permitted Exceptions" shall mean all matters set forth on Exhibit C hereto and any other liens and encumbrances accepted or deemed accepted by Purchaser hereunder.

4.5 Title Defects. Within thirty (30) days after the Title Delivery Date and the Updated Title Delivery Date, as applicable, Purchaser shall notify Seller of any matters shown on the Title Commitment or the Survey or any updates thereof which do not constitute Permitted Exceptions (such exceptions referred to herein as the "Title Defects"). Seller shall clear, or shall cause the Title Company to insure over, any and all monetary liens and other Title Defects that can be cured through the payment of money. With regard to all other Title Defects, within five (5) days after receiving notice of any Title Defects, Seller may elect in its sole discretion, by written notice to Purchaser, to either (1) undertake at their expense to cure, or cause the Title Company to insure over, such Title Defects prior to the Closing ("Seller's Election"), or (2) not cure such Title Defects. In the event that Seller does not elect to cure such Title Defects pursuant to the immediately preceding sentence, Purchaser may, by notice to Seller within five (5) days after the expiration of the five (5) day period for Seller's Election (*x*) terminate this Agreement, in which event, except as otherwise expressly provided herein, the Earnest Money will be returned to Purchaser and all parties shall be relieved of any further obligations or liabilities hereunder, or (*y*) indicate to Seller that, notwithstanding the Title Defects described in this Section 4.5, Purchaser shall not terminate this Agreement as a result of such Title Defects (such Title Defects, as well as any matters shown in the Title Commitment or Survey to which Purchaser does not object as permitted herein, being thereafter deemed as Permitted Exceptions hereunder). Purchaser's failure to notify Seller of its intentions pursuant to the immediately preceding sentence shall be conclusively presumed to be Purchaser's intention to accept such Title Defects and proceed to the Closing hereunder.

ARTICLE V
Representations, Warranties & Covenants of Seller

Seller represents and warrants to the Purchaser as follows, which representations and warranties shall be true and correct as of the date hereof and as of the Closing Date to the best of Seller's knowledge:

5.1 Organization and Good Standing. DHC is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Illinois and Seller has the power necessary to own, lease and operate the Assets and to conduct the Business.

5.2 Enforceability, Conflict and Consents.

(a) Seller has taken all requisite action necessary to authorize the execution, delivery and performance of this Agreement and the consummation of the sale of the Assets to Purchaser and any other transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by Seller and constitutes the valid and binding obligations of Seller enforceable against Seller, in accordance with its terms.

(b) Seller represents, warrants and agrees that Seller has the right, power, authority, and capacity to sign this Agreement on behalf of Seller.

(c) Neither the execution and delivery of this Agreement or any certificates delivered pursuant to this Agreement nor the consummation by Seller of the transactions contemplated in this Agreement or in any certificates delivered pursuant to this Agreement, nor compliance with any of the provisions of this Agreement or any such certificates shall: (i) conflict with or result in a breach of the Articles of Organization or any operating agreement of Seller; (ii) violate any statute, law, rule or regulation or any order, writ, injunction or decree of any court or governmental authority applicable to Seller; or (iii) violate, conflict with or constitute a default under, or give rise to any right of termination, cancellation, or acceleration under, or result in the creation of any lien or security interest under any material agreement relating to the Business or the Assets to which Seller is a party or by which either of them or the Assets may be bound.

(d) No consent or approval of or notification to any governmental authority or other third party is required in connection with the execution and delivery by Seller of this Agreement, or any certificates delivered pursuant to this Agreement or the consummation of the transactions contemplated by this Agreement, except as referenced in Section 9.1(e) and Sections 9.2(d) and (g).

5.3 Title to Assets.

(a) Seller has good and marketable title to the Assets, free and clear of all security interests, liens, charges, mortgages, claims, limitations, restrictions, pledges and encumbrances of any nature whatsoever, and at the Closing, Seller shall convey to Purchaser good and marketable title to the Assets free and clear of any encumbrance of any nature whatsoever except as set forth on Schedule 5.3(a) ("Permitted Title

Exceptions"), and except for liens on taxes not yet due and payable, with such conveyance effective as of the Closing Date.

(b) Schedule 5.3(b) contains an accurate and complete description of the Personal Property. All of the Personal Property is in good working condition and repair, normal wear and tear excepted, and is adequate for the uses for which it is intended. The Personal Property is adequate in all material respects to fully equip and operate, on an ongoing basis as of the date hereof and following the Closing Date, the Business at its present level of operations, ordinary wear and tear excepted. Schedule 5.3(b) also sets forth the current book value of the Personal Property.

(c) Except for DHC's rights with respect to the Real Property, DHC does not own or have any interest in any land, buildings or other real property.

(d) The Assets constitute all of the assets necessary for the continued operation of the Business as it is now being conducted.

5.4 Undisclosed Easements. There are no unrecorded ground leases or easements between Seller and any adjoining land owners.

5.5 Zoning. Seller has no information of and, to Seller' s current actual knowledge, there is no: (t) change contemplated in any applicable law, statute, ordinance, rule, regulation, order, or determination of any governmental authority or any board of fire underwriters (or other body exercising similar functions); (u) any law, ordinance, regulation, administrative ruling, restrictive covenant or deed restriction affecting all or any part of the Real Property, including without limitation, any applicable zoning ordinances, building codes, flood disaster laws, wetlands regulation, health law or environmental law; (v) any judicial or administrative action; (w) any action by adjacent landowners; (x) any natural or artificial conditions on or about the Real Property, or (z) any significant adverse fact or condition relating to the Real Property or its use, that would prevent, limit, impede, or render more costly the ownership, operation, use, enjoyment, development or re-development of the Real Property.

5.6 Environmental. No Hazardous Substances (as such term is hereinafter defined) have been incorporated, used, generated, manufactured, stored, or disposed of in, on, under, or about the Real Property or transferred to or from the Real Property and there are no claims, litigation, administrative or other proceedings, whether actual or threatened, or judgments or orders, relating to the use, generation, manufacture, storage or disposal of any Hazardous Substances in, on, under or about the Real Property. As used in this Agreement, the term "Hazardous Substances" means: (1) any substance or material that is listed, defined or otherwise designated as a "hazardous substance" under Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq.; (2) any petroleum or petroleum products; (3) any radioactive material, urea-formaldehyde, asbestos or PCBs; and (4) any other chemical, substance or waste that is regulated under any Environmental Law. The term "Environmental Law" means any federal, state, municipal or local law, rule, regulation, statute, ordinance or order of any governmental agency or entity relating to: (a) the control of any potential pollutants or protection of the air, water or land; (b) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal or transportation;

and (c) the regulation of or exposure to hazardous, toxic or other substances alleged to be harmful;

5.7 Access to Utilities. The Real Property includes all sewer and wastewater discharge capacity, potable water capacity, other utility rights and development rights which were originally obtained with the Real Property by Seller, and no such capacity or rights have been previously conveyed or transferred by Seller;

5.8 ADA. To Seller's current actual knowledge, the Real Property and the Improvements thereon comply in all respects with the rules, regulations, ordinance and laws of all governmental authorities having jurisdiction, including, without limitation, the American with Disabilities Act and any applicable building codes;

5.9 Litigation. There is no claim, litigation, investigation or proceeding ("Litigation") pending or, to Seller's knowledge, threatened at law or in equity or before any court, legislative or administrative tribunal or governmental agency relating to or affecting Seller with respect to the Assets or the operation of the Business. There is no Litigation pending or, to Seller's knowledge, threatened, which questions the validity of this Agreement or which, if adversely determined or publicly disclosed, could reasonably be expected to (i) adversely affect the ability of Seller to consummate the transactions contemplated by this Agreement, (ii) result in a material adverse effect on the Business or Assets or (iii) impair the operation of the Business or the Assets after the Closing Date in substantially the same manner as currently conducted. Seller is not subject to any judgment, order, decree or other governmental restriction applicable to Seller or its assets, including the Assets, which would be material to the Assets or the Business. Schedule 5.9 sets forth a true and accurate description of all Litigation relating to the Business and its operations initiated since the date of Seller's inception.

5.10 Documents Not In Possession. Seller has no current actual knowledge of any: (a) engineering and architectural plans, drawings, specifications, or reports which relate to the Real Property or the Improvements; (b) licenses or permits with respect to the ownership and operation of the Business and Assets, including the Real Property; or (c) environmental or engineering reports relating the Real Property or the Improvements, that are not in the possession of Seller or Seller's agents, employees or contractors (collectively, "Documents Not In Possession")

5.11 Brokers. Seller has not done anything to cause or incur any liability or obligation for investment banking, brokerage, finder's, agent's or other fees, commissions, expenses or charges in connection with the negotiation, preparation, execution or performance of this Agreement or the consummation of the transactions contemplated hereby, and Seller does not know of any claim by anyone for such a fee, commission, expense or charge.

5.12 Financial Statements. Attached as Schedule 5.12 are true and complete copies of (a) cash basis unaudited balance sheets of the Seller as of December 31st in each of 2009 and 2010, and the related unaudited statements of income, changes in members' equity and cash flows for the fiscal years then ended, and (b) a cash basis unaudited balance sheet of the Seller (the "Interim Balance Sheet") as of October 31, 2011 (the "Interim Balance Sheet Date") and the related unaudited statements of income for the ten (10) months then ended (such financial

statements and notes contained therein in clauses (a), (b) and (c), collectively, the "Financial Statements"). The Financial Statements fairly present in all material respects the financial condition and the results of operations, changes in members' equity, and cash flows of the Seller as at the respective dates of and for the periods referred to in the Financial Statements. The Financial Statements have been prepared from the books and records of Seller (which are true and correct in all respects). There has not been any change between December 31, 2010 and the date of this Agreement which has had or is likely to have an adverse effect on the financial position, results of operations or business or prospects of the Seller.

5.13 No Liabilities or Adverse Conditions. Except as reflected in the Financial Statements or set forth in Schedule 5.13, Seller does not have any liabilities or obligations of any nature with respect to the Business, whether, absolute, accrued, contingent or otherwise and whether due or to become due (including, without limitation, liabilities for taxes and interest, penalties and other charges payable with respect thereto). Seller does not know or have reason to know of any basis for the assertion against Seller of any such liability or obligation of any nature not fully reflected in the Financial Statements or set forth in Schedule 5.13. There are no conditions existing with respect to any of Seller's facilities, properties, assets or personnel that might materially and adversely affect the Assets or the business or prospects of the Business.

5.14 Absence of Certain Changes. Except as set forth in Schedule 5.14, since the Interim Balance Sheet Date, with respect to the Business, Seller has not:

(a) suffered any material casualty loss.(whether or not insured);

(b) made any change in its business or operations or in the manner of conducting its business, other than changes in the ordinary course of business;

(c) incurred any obligations or liabilities (whether absolute, accrued, contingent or otherwise and whether due or to become due), except items incurred in the ordinary course of business and consistent with past practice, or experienced any change in any assumptions or methods of calculating any bad debt, contingency or other reserve;

(d) paid, discharged or satisfied any claim, lien, encumbrance or liability (whether absolute, accrued, contingent or otherwise and whether due or to become due), other than claims, liens, encumbrances or liabilities:

(i) which are reflected in the Financial Statements and which were paid, discharged or satisfied since the date thereof in the ordinary course of business consistent with past practice, or

(ii) which were incurred and paid, discharged or satisfied since the Balance Sheet Date in the ordinary course of business consistent with past practice;

(e) written off as uncollectible any notes or Accounts Receivable or any portion thereof, except for immaterial write-offs made in the ordinary course of business consistent with past practice;

(f) canceled any other debts or claims, or waived any rights, of substantial value;

(g) sold, transferred or conveyed any of its properties or assets, except in the ordinary course of business consistent with past practice;

(h) made any capital expenditures or commitments in excess of $10,000 in the aggregate for replacements or additions to property, plant, equipment or intangible capital assets;

(i) declared, paid or made or set aside for payment of, any distribution of membership interests in respect of its outstanding membership interests other than distributions made in the ordinary course of business consistent with past practice, or directly or indirectly redeemed, purchased or otherwise acquired any of its membership interests;

(j) made any change in any method of accounting or accounting practice;

(k) granted any increase in the compensation of any officer, employee or agent of Seller who performs services for or on behalf of the Business, (including, without limitation, any increase pursuant to any bonus, pension, profit sharing or other plan or commitment), other than increases in the ordinary course of business consistent with past practice, or adopted any such plan or other arrangement; and no such increase or the adoption of any such plan or arrangement, is planned or required; or

(l) agreed, whether in writing or otherwise, to take any action described in this Section 5.14.

5.15 Taxes. Seller has filed all federal, state and local tax returns required to be filed by it and has paid or made provision for the payment of all taxes and assessments (including, without limitation income, excise, unemployment, social security, occupation, franchise, property, sales and use taxes, services taxes, import duties or charges, and all penalties and interest with respect thereto) that are due and payable, whether or not in connection with such returns. Seller has not signed any extension agreement with any taxing authority and knows of no open matters for any prior periods.

5.16 Compliance with Laws; Regulatory Compliance.

(a) The Seller is and has at all times been in compliance with all applicable statutes, rules, regulations, orders, ordinances, judgments, decrees and requirements of all federal, state and local commissions, boards, bureaus and agencies having jurisdiction over the Seller and the operations of the Seller and the Business, including, but not limited to, the false claims, false representations, anti-kickback and all other provisions of the Medicare/Medicaid fraud and abuse laws (42 U.S.C. § 1320a-7 et seq.) and the physician self-referral provisions of the Stark Law (42 U.S.C. § 1395nn) (collectively, "Laws").

(b) Seller has not received any notice of, or notice of any investigation of, a possible violation of any applicable Laws, or any other Law or requirement relating to or affecting the operations of the Business. Seller has not received a notice from the regulatory authorities which enforce the statutory or regulatory provisions in respect to either the Medicare or Medicaid program of any pending or threatened investigations.

(c) The Seller has timely filed all reports, returns, data and other information required by federal, state, municipal or other governmental authorities which control, directly or indirectly, any of the Seller's activities required to be filed with any commissions, boards, bureaus and agencies and has paid all sums heretofore due with respect to such reports and returns. No such report or return has been inaccurate, incomplete or misleading.

(d) The Seller has not engaged in any activities that are prohibited under 42 U.S.C. Section 1320a-7b, or the regulations promulgated thereunder, or under any statutes or regulations, or which are prohibited by rules of professional conduct.

(e) Seller has adopted a voluntary compliance program to promote compliance with laws and regulations, a copy of which has been delivered to Purchaser. To the knowledge of Seller, no individual employed by or contracting independently with the Seller is excluded from participation in the Medicare or Medicaid programs or is listed on the excluded individuals list published by the United States Department of Health and Human Services Office of the Inspector General.

(f) Any certificates of need required for the construction of the Center or operation of the Business were duly obtained and such certificates of need, if any, will remain in full force and effect immediately after the consummation of the transactions provided for herein; provided that required regulatory filings are timely submitted.

5.17 Licenses and Accreditations. Seller has all required licenses, permits, certificates, authorizations and agreements needed for the ownership and efficient operation of the Business, all of which are in full force and effect and listed in Schedule 5.17 (and copies of which have been provided to Purchaser). No act or omission has occurred on or before the date hereof which would subject Seller or the Business to any fine or penalty or the suspension, withdrawal, cancellation, termination or revocation of any license, permit, certificate, authorization or agreement. The Seller is presently in substantial compliance with all the terms, conditions and provisions of such licenses, permits, certificates, authorizations and agreements. The Business' facilities, equipment, staffing and operations satisfy the applicable state licensing requirements in all material respects. Seller shall notify Purchaser of any change to the licenses, permits, certificates, authorization and agreements referred to in this Section 5.17.

5.18 Contracts; Significant Payors. Schedule 5.18 is a complete and accurate list of all contracts and agreements with respect to the operation of the Business ("Contracts"), which list shall include contracts elected to be assumed by the Purchaser. Each Contract is in full force and effect and is the valid and binding obligation of Seller and, to the knowledge of Seller, each other party thereto. There have been no threatened cancellations of any Contract and there are no outstanding disputes under any Contract. Neither Seller nor, to the knowledge of Seller, any

other party thereto, has breached any provision of, and there does not exist any default by Seller or, to the knowledge of Seller, any other party thereto, under any Contract. No event has occurred (including the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby) which is, or with the giving of notice or the passage of time or both would become, a breach or default under the terms of any Contract. Schedule 5.18 contains a list of the individual payor, or group of affiliated payors, that accounted for more than 5% of the Business' revenues in any two of the previous three years or is expected to account for more than 5% of the Business' revenues in the current year or the next year (the "Significant Payors"). No Significant Payor has given notice that it intends to terminate any such contract, instrument or agreement, or intends to withhold its consent to the potential assignment thereof, to the Purchaser by Seller, nor does Seller know of any basis for such termination.

5.19 Billing Practices. Seller's billing practices are in compliance in all respects with all federal and state laws (including all workers' compensation and insurance laws and regulations), and, where applicable, all contracts with insurance companies, health maintenance organizations and other third party payors.

5.20 Reports and Returns. All reports and returns heretofore required by federal, state or municipal authorities with respect to the operations of the Business have been filed and all sums heretofore due to any such governmental authorities have been paid.

5.21 Employees. Schedule 5.21 sets forth the names and titles of all employees of Seller who perform services in or on behalf of the Business, and the annual rate of compensation (including bonuses) being paid to each such employee as of the most recent practicable date. The employees listed in Schedule 5.21 constitute all of the employees who are in any way necessary to the continued operation of the Business as it is now being conducted. Seller has complied in all material respects with all applicable laws concerning the employer-employee relationship and with all contracts relating to the employment of the Seller's employees, including applicable wage and hour laws, the Fair Labor Standards Act, safety laws, worker compensation laws, unemployment, anti-discrimination and harassment laws, and social security laws.

5.22 Pension, Etc.. Schedule 5.22 contains a list of each employment, bonus, deferred compensation, pension, stock option, stock appreciation right, profit sharing or retirement plan, arrangement or practice and each other agreement or fringe benefit plan, arrangement or practice of Seller, whether formal or informal, whether legally binding or not and whether affecting one or more of its employees who perform services in or on behalf of the Business (collectively, the "Benefit Plans"). Copies of each such agreements or plans have heretofore been delivered to Purchaser. Seller does not have any commitment, whether formal or informal, and whether legally binding or not (i) to create any additional such agreement, plan, arrangement or practice; (ii) to modify or change any such agreement, arrangement, plan or practice; or (iii) to maintain for any period of time any such agreement, arrangement, plan or practice, except as described in Schedule 5.22. All Benefit Plans, including all employee pension benefit plans and employee health or welfare benefits plans (as such terms are defined in the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), have been administered in accordance with ERISA and the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"). There are no "accumulated funding deficiencies" within the meaning of ERISA or the

Code or any federal excise tax or liability on account of any deficient funding in respect of the Benefit Plans. No reportable event(s) (within the meaning of ERISA) or prohibited transaction(s) (within the meaning of the Code) has occurred in respect of the Benefit Plans. There are no pending or, to the knowledge of Seller, threatened claims by or on behalf of the Benefit Plans or by any employee of the Seller alleging a breach or breaches of fiduciary duties or violations of other applicable state or Federal law which could result in liability on the part of the Seller or the Benefit Plans under ERISA or any other law, nor is there any reasonable basis for such a claim. The Benefit Plans do not discriminate in operating in favor of employees who are officers or highly compensated. Except as set forth in Schedule 5.22 hereto, all returns, reports, disclosure statements and premium payments required to be made under ERISA and the Code with respect to the Benefit Plans have been timely filed or delivered. The Benefit Plans have not been audited or investigated by any of the Internal Revenue Service, the Department of Labor or the Pension Benefit Guaranty Corporation within the last five years, and there are no outstanding issues with reference to the Benefit Plans pending before said governmental agencies.

5.23 Certain Representations with Respect to the Business.

(a) Seller is qualified for participation in the Medicare program. Complete and accurate copies of Seller's existing Medicare contracts for the Business have been furnished or made available to Purchaser. Seller is presently in compliance in all material respects with all of the terms, conditions and provisions of all such contracts.

(b) Seller is qualified for participation in the Medicaid program. Complete and accurate copies of Seller's existing Medicaid contracts for the Business have been furnished or made available to Purchaser. Seller is presently in compliance in all material respects with all of the terms, conditions and provisions of all such contracts.

(c) The Business is licensed by the State of Illinois as an ambulatory surgery center. Seller is presently in compliance with all the terms, conditions and provisions of such licenses. The facilities, equipment, and operations of the Business satisfy, without material exception, the applicable ambulatory surgery Business licensing requirements of the State of Illinois.

5.24 Certain Payments. Neither the Seller nor anyone acting on the Seller's behalf, has made or received any "sensitive" payments, and no such Person has maintained any unrecorded cash or non-cash assets out of which any "sensitive" payments might be made. "Sensitive" payments mean, whether or not illegal, (a) payments to or from governmental officials or employees, (b) commercial bribes or kick-backs, (c) amounts paid with an understanding that rebates or refunds will be made in contravention of the laws of any applicable jurisdiction, either directly or through a third party, (d) political contributions, (e) payments or commitments (whether made in the form of commissions, payments of fees for goods or services received, or otherwise) made with the understanding or under circumstances which would indicate that all or part thereof is to be paid by the recipient to government officials or employees or as a commercial bribe or inducement, influence payment or kickback and (f) payments made in violation of Medicare or Medicaid laws or the laws of the State of Illinois.

5.25 Medical Staff Matters. There are no pending, or to Seller's knowledge, threatened disputes with applicants, medical staff members, or allied health professionals, which (i) assert or are based upon a violation of the Business's medical staff bylaws, including any "fair hearing" procedures conducted thereunder or (ii) are in the process of being adjudicated or resolved pursuant to the Business's medical staff bylaws. Except as set forth in Schedule 5.25, all appeal periods in respect of any medical staff member or applicant against whom an adverse action has been taken have expired. Seller has made available to the Purchaser a written description of all adverse actions taken against medical staff members or applicants since the date of Seller's inception, a list of which is set forth in Schedule 5.25.

5.26 Full Disclosure. Neither this Agreement, nor any schedule, exhibit, list, certificate or other instrument or document delivered to Purchaser pursuant to this Agreement by or on behalf of Seller, contains any untrue statement of a material fact or omits to state any material fact required to be stated herein or therein or necessary to make the statements, representations or warranties and information contained herein or therein not misleading. Seller has not withheld from the Purchaser disclosure of any event, condition or fact which Seller knows, or has reasonable grounds to know, may materially adversely affect the Assets or the operations of the Business.

5.27 Rates and Reimbursement Policies. Seller does not have any rate appeal currently pending before any Governmental Authority or any administrator of any third-party payor program. Seller has no knowledge of any applicable state or local law, which affects rates or reimbursement procedures which has been enacted, promulgated or issued within the eighteen (18) months preceding the Closing Date or any such legal requirement proposed or currently pending in the applicable state or at the federal level which has resulted or may result in any reductions in rates and reimbursement.

5.28 Physicians. None of the physicians who utilize the Center (collectively, the "Physicians") have threatened to discontinue or to terminate his or her relationship with the Seller and the provision of services at the Center. To the knowledge of Seller, none of the Physicians have expressed plans (i) to retire from the practice of medicine in the next five (5) years, (ii) to be involved in the development or operations of another ambulatory surgery Business, or (iii) to relocate their residence and/or primary medical practice outside of the Danville, Illinois metropolitan area. During the three (3) years preceding the Closing Date, each of the Physicians:

(a) Has been duly licensed and registered, and is in good standing by their state to engage in the practice of medicine, and said license and registration have not been suspended, revoked or restricted in any manner, and

(b) Has had valid professional liability insurance in place in amounts not less than commercially reasonable levels and has not indicated any intent to terminate or reduce his or her professional liability coverage.

5.29 Affiliate Transactions. Except as set forth in Schedule 5.29 and excluding ordinary course distributions to its equity holders, there are no transactions involving the transfer of any cash, property or rights to or from Seller from, to or for the benefit of any Affiliate or

former Affiliate of Seller ("Affiliate Transactions") during the period commencing two (2) years prior to the date hereof and continuing through the Closing Date or any existing commitments of Seller to engage in the future in any Affiliate Transactions.

5.30 Immigration and Nationality Act. Seller is in compliance in all material respects with the terms and provisions of the Immigration and Nationality Act (the "Immigration Act") for Seller's employees for whom compliance with the Immigration Act is required. Seller has obtained and have retained a complete and true copy of each of Seller's employees' form I-9 (Employment Eligibility Verification Form) and all other records or documents prepared, procured or retained by Seller pursuant to the Immigration Act. Seller has not been cited, fined, served with a Notice of Intent to Fire or with a Cease and Desist Order, nor has any action or administrative proceeding been initiated or, to the Seller's knowledge, threatened against Seller by reason of any actual or alleged failure to comply with the Immigration Act.

5.31 Office of Foreign Asset Control. Neither Seller nor any person or entity that is controlled by Seller or by which Seller is controlled is, nor will they become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and is not engaging in any dealings or transactions or be otherwise associated with such persons or entities.

ARTICLE VI
Representations, Warranties & Covenants of Purchaser

Purchaser represents and warrants to Seller as follows, which representations and warranties shall be true and correct as of the date hereof and as of the Closing Date:

6.1 Organization and Good Standing. Purchaser is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Illinois.

6.2 Enforceability, Conflict and Consents.

(a) Purchaser has taken all requisite action necessary to authorize the execution, delivery and performance of this Agreement and the consummation of the purchase of the Assets from Seller and the other transactions contemplated by this Agreement. Subject to Section 9.2(d) hereof, this Agreement has been duly executed and delivered by Purchaser and constitutes the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

(b) Neither the execution and delivery of this Agreement or any certificates delivered pursuant to this Agreement nor the consummation by Purchaser of the transactions contemplated in this Agreement or in any certificates delivered pursuant to this Agreement, nor compliance with any of the provisions of this Agreement or any such certificates shall: (i) conflict with or result in a breach of the Articles of Organization or

Operating Agreement of Purchaser; (ii) violate any statute, law, rule or regulation or any order, writ, injunction or decree of any court or governmental authority applicable to Purchaser; or (iii) violate, conflict with or constitute a default under, or give rise to any right of termination, cancellation, or acceleration under, any material agreement to which Purchaser is a party or by which it or its assets may be bound.

(c) No consent or approval of or notification to any governmental authority or other third party is required in connection with the execution and delivery by Purchaser of this Agreement, or any certificates delivered pursuant to this Agreement or the consummation of the transactions contemplated by this Agreement, except as referenced in Section 9.1(e) and Sections 9.2(d) and (g).

6.3 Transaction Not a Breach. The execution, delivery and performance by Purchaser of this Agreement and any certificates or other documents delivered pursuant to this Agreement will not:

(a) Result in a breach of any of the terms or conditions of, or constitute a default under, or in any manner release any party thereto from any obligation under any mortgage, note, bond, indenture, contract, agreement, license or other instrument or obligation of any kind or nature by which Purchaser may be bound or affected;

(b) Violate or conflict with any order, writ or injunction of any court, administrative agency or governmental authority to which Purchaser is subject;

(c) Constitute an event which would permit any party to terminate any agreement of Purchaser or accelerate the maturity of any indebtedness or other obligation of Purchaser; or

(d) Result in the creation or imposition of any lien or other encumbrance upon the Assets.

6.4 Inspection. Purchaser has completed, or shall have completed by the Closing, to its satisfaction, its inspection of the Assets and accepts the condition of said Assets subject to the express warranties of Seller contained in this Agreement.

6.5 Brokers. Purchaser has not done anything to cause or incur any liability or obligation for investment banking, brokerage, finder's, agent's or other fees, commissions, expenses or charges in connection with the negotiation, preparation, execution or performance of this Agreement or the consummation of the transactions contemplated hereby, and Purchaser does not know of any claim by anyone for such a fee, commission, expense or charge.

ARTICLE VII
Interim Operations

7.1 Seller's Cooperation. Seller agrees to reasonably cooperate with Purchaser, and Purchaser agrees to cooperate with Seller, to effect an orderly transfer of the operation of the Business.

7.2 Seller's Interim Operations. From the date of this Agreement until the Closing Date, Seller shall operate the Business in substantially the same manner as it has heretofore operated, use commercially reasonable and diligent efforts to preserve intact the business operations and relationships of the Business with third parties and use commercially reasonable efforts to keep available the services of all of the Business's employees. Without limiting the generality of the preceding sentences, until the earlier of (i) the Closing Date, or (ii) the termination of this Agreement, Seller shall:

(a) operate the Business in the normal course of business and in compliance with all material laws, ordinances, orders, rules, regulations and requirements of any federal, state or municipal governmental agency or authority;

(b) maintain the Business's licensure and accreditation status in substantial compliance with all applicable laws, rules and regulations;

(c) not sell, transfer or otherwise dispose of any of the Assets except in the ordinary course of business consistent with the prior practices of Seller, in which event Seller shall replace the same with similar property of equal or greater quality, value and usefulness;

(d) not enter into any contract which shall become the obligation of Purchaser nor modify, cancel, accept the surrender of or renew (except when any such acceptance of surrender or renewal is non-discretionary) any Contract which exists at present without Purchase's prior written consent;

(e) maintain records in accordance with all applicable federal and state laws and in such manner so that all records will be prepared in a consistent manner and will be current, complete, accurate and true;

(f) not increase or promise to increase any wages or benefits of, or grant or promise to grant any bonuses to, any of the employees of the Business without the prior written consent of Purchaser;

(g) not take any action which will or would cause any of the representations or warranties in this Agreement to become materially untrue or be violated;

(h) perform all of its obligations in respect of the Business whether pursuant to any Contracts, or other requirements;

(i) promptly inform Purchaser in writing of any material event adversely affecting the ownership, use, occupancy, operation, management or maintenance of the Business, whether or not insured against.

(j) operate the Business in a usual and customary manner such that the Business remains in good standing and substantial compliance with the Business' Medicare and Medicaid certification;

(k) not solicit, accept or provide factual information or negotiate with respect to, any offer to purchase any of the Assets from any person or entity other than Purchaser;

(l) notify Purchaser immediately if Seller obtains actual knowledge of the existence of any Documents Not In Possession and cooperate with Purchaser to obtain copies of such Documents Not In Possession;

(m) maintain in effect adequate insurance coverage of the Assets; and

(n) use its best efforts to (i) maintain the Assets in their present condition and (ii) operate the Business in a manner necessary to maintain the goodwill of its patients, physicians and its reputation.

7.3 Purchaser's Consent; Notice of Material Adverse Change. Wherever Purchaser's consent is required hereunder, such consent shall not be unreasonably withheld or delayed. Seller will promptly notify Purchaser in writing of any material adverse change of which Seller becomes aware in the condition, ownership, use, occupancy, operation, management or maintenance of the Business and any Assets including the Real Property or Improvements, and shall deliver to Purchaser within three (3) business days: (a) copies of all surveys and inspection reports from any governmental agencies received after the date hereof; and (b) notices received of any action pending, threatened or recommended by the applicable state or federal agency having jurisdiction thereof to revoke, withdraw or suspend any right of Seller to operate the Business, to terminate the participation of the Business in the Title XVIII or Title XIX of the Social Security Act programs, to terminate or fail to renew any provider agreement related to the Business, or to take any action that would have a material adverse effect on Purchaser's ability to purchase and operate the Business as an ambulatory surgery center or hospital outpatient surgery department.

7.4 Risk of Loss. Seller assumes all risk and liability until Closing for damage or injury occurring to the Assets by fire, storm, accident or any other casualty or cause, and for condemnation or a similar taking by any governmental agency of all or any portion of the Assets. If, prior to Closing, (a) any material Assets suffer any damage from fire or other casualty, or (b) an action is initiated or threatened to take any such material Assets, by eminent domain or condemnation proceedings or by deed in lieu thereof, then Seller shall promptly give notice to Purchaser of such event specifically referencing this Section of this Agreement and the options below and Purchaser may elect to either: (1) terminate this Agreement, in which event all Earnest Money, including interest, shall be returned to Purchaser, or (2) consummate this Agreement, in which event Seller shall deliver to Purchaser, at Closing, any proceeds actually received by Seller in connection with such casualty or condemnation, or assign to Purchaser, on the Closing, all of Seller's right, title and interest in any claim to proceeds of any insurance covering such damage, or in the award of the condemning authority. Purchaser shall make such election by sending written notice to Seller within ten (10) days after Seller provides notice to Purchaser of the casualty or condemnation, as applicable; provided that, if Purchaser fails to timely deliver notice to Seller within said ten days, Purchaser shall be deemed to have elected to terminate this Agreement.

ARTICLE VIII
Closing and Closing Date Deliveries

8.1 The Closing. The closing of the transactions that are the subject of this Agreement (the "Closing") shall take place within thirty (30) business days after the satisfaction of all the conditions set forth in Section 9.1 and Section 9.2, which shall in no event be later than July 1, 2012, or at such other time as shall be agreed upon by all the parties hereto (the "Closing Date"). In furtherance of the foregoing, the Parties hereto intend for the Closing to occur within thirty (30) business days after the receipt of CON Approval. The Closing shall take effect as of 12:01 a.m. on the Closing Date.

8.2 Closing Date Deliveries. At or prior to the Closing:

(a) Seller shall:

(i) Execute and deliver or cause to be executed and delivered to Purchaser a Warranty Deed;

(ii) Execute and deliver or cause to be executed and delivered to Purchaser a bill of sale and assignment and assumption substantially in the form attached hereto as Exhibit A and other documents and instruments of sale, assignment, conveyance and transfer as shall be necessary in the reasonable judgment of Purchaser to sell, assign, convey and transfer to Purchaser all of Seller's right, title and interest in and to the Assets, effective as of the Closing Date;

(iii) Complete, execute and deliver to Purchaser CMS Form 855B;

(iv) Execute and deliver or cause to be executed and delivered to Purchaser the certificates and other documents and instruments referred to in this Agreement;

(v) Execute and deliver or cause to be executed and delivered to Purchaser the Title Commitment, the Title Policy and the Survey;

(vi) Deliver to Purchaser such keys and other similar items as Purchaser shall reasonably require to obtain full occupation and control of the Assets;

(vii) Deliver to Purchaser a certificate of good standing relative to Seller from the Secretary of State of Illinois dated no more than fifteen (15) days prior to the Closing Date;

(viii) Deliver to Purchaser a letter authorized by its board of managers allowing Purchaser to use the name "Danville Healthcare Surgery Center" as a d/b/a of Purchaser as of the Closing Date, sufficient for the purposes of Purchaser to file an Application to Adopt, Change, Cancel or Renew an Assumed Name with the Illinois Secretary of State;

(ix) Deliver to Purchaser a certificate of the Secretary of DHC certifying (i) copies of resolutions of its Members and Board of Managers authorizing the execution, delivery and performance of this Agreement and any certificates or other documents required to be delivered hereunder, (ii) incumbency and specimen signatures with respect to its officers executing this Agreement and any certificates or other documents required to be delivered hereunder, and (iii) copies of its Articles of Incorporation, Operating Agreement and any other organizational or governing document;

(x) Deliver to Purchaser a certificate of the Seller certifying the accuracy of the representations and warranties of the Seller at and as of the Closing Date, and that the Seller has performed or complied with all of the covenants, agreements, terms, provisions and conditions to be performed or complied with by the Seller at or before the Closing;

(xi) Deliver to Purchaser a counter-signed and notarized commercial lease termination agreement by and between TJP and DHC whereby TJP and DHC mutually agree to terminate DHC's leasehold interest within the Improvements;

(xii) Deliver to Purchaser a claims history showing at a minimum, open, closed and reserved incidents and claims involving the Business during the previous five (5) years prior to the Closing Date or since the date of opening of the Business, if sooner;

(xiii) Deliver to Purchaser such other certificates and documents as the Purchaser or its counsel may reasonably request;

(xiv) Deliver to Purchaser evidence satisfactory to Purchaser that the Heartland Bank & Trust Co. lien (UCC filing number 004095368, as continued by UCC filing number 008572135 and 008977268) has been released;

(xv) Deliver to Purchaser evidence satisfactory to Purchaser that all existing mortgages, deed of trust and encumbrances on the Real Property have been released;

(xvi) Give notice of the pendency of this transaction to the Illinois Department of Revenue and the Illinois Department of Employment Security pursuant to the requirements of 35 ILCS 120/5J, 35 ILCS 5/902(d), and 820 ILCS 405/2600. Copies of such notices shall be simultaneously provided to Purchaser. Stop Orders or "all clear" letters shall be provided at Closing. Any funds required to be withheld pursuant to any such notice or Stop Order shall be funded from Seller's proceeds, if applicable;

(xvii) Deliver to Purchaser an executed assignment of all intangible personal property transferred from Seller to Purchaser; and

(xviii) Deliver to Purchaser executed Consents to Assignment for all Assumed Contracts.

(b) Purchaser shall:

(i) Pay to Seller the cash portion of the Consideration (subject to the Escrow described in Section 12.4);

(ii) Execute and deliver or cause to be executed and delivered to Seller the certificates and other documents and instruments referred to in this Agreement;

(iii) Deliver to Seller a certificate of good standing relative to Purchaser from the Secretary of State of Illinois dated no more than fifteen (15) days prior to the Closing Date;

(iv) Deliver to Seller a certificate of the Secretary of Purchaser certifying (i) copies of resolutions of Purchaser's governing board or appropriate committee thereof authorizing the execution, delivery and performance of this Agreement and any certificates or other documents required to be delivered hereunder; and (ii) incumbency and specimen signatures with respect to its officers executing this Agreement and any certificates or other documents required to be delivered hereunder; and

(v) Deliver to Seller a certificate of the Secretary of Purchaser certifying the accuracy of the representations and warranties of the Purchaser at and as of the Closing Date and that the Purchaser has performed or complied with all of the covenants, agreements, terms, provisions and conditions to be performed or complied with by the Purchaser at or before the Closing.

8.3 Prorations. The Purchaser and Seller shall prorate, as of the Closing Date, all personal property lease payments, real estate and personal property taxes, utilities charges, assessments and other similar charges normally prorated upon the sale of assets of a going concern. In each such proration, the portion thereof applicable to periods beginning as of Closing shall be credited or charged to Purchaser and the portion thereof applicable to periods ending as of Closing shall be credited or charged to Seller.

8.4 Taxes and Assessments. General real estate taxes and assessments imposed by governmental authority and any assessments imposed by private covenant constituting a lien or charge on the Real Property for the then current calendar year or other current tax period (collectively, "Taxes") not yet due and payable shall be prorated. If the Closing occurs prior to the receipt by Seller of the tax bill for the calendar year or other applicable tax period in which the closing occurs, Purchaser and Seller shall prorate Taxes for such calendar year or other applicable tax period based upon the most recent ascertainable assessed values and tax rates.

ARTICLE IX
Conditions to Closing

9.1 Conditions Precedent to Seller Obligations to Closing. Seller shall not be obligated to consummate the transactions contemplated herein, unless each of the following conditions is fulfilled or performed (unless expressly waived in writing by Seller) prior to or at the Closing:

(a) Compliance. The representations and warranties made by Purchaser in this Agreement and the statements contained in the Schedules attached hereto or in any instrument, list, certificate or writing delivered by the Purchaser pursuant to this Agreement shall be true and accurate in all respects (except where qualified by materiality, in which case they shall be true and accurate in all material respects) when made and as of the time of the Closing as though such representations and warranties were made as of the Closing.

(b) Performance by the Purchaser. The Purchaser shall have performed and complied with all agreements, obligations and conditions required by this Agreement to be so complied with or performed by the Purchaser.

(c) Delivery of Documents. The Purchaser shall have delivered to Seller the certificates, instruments and other documents required to be delivered by the Purchaser pursuant to Section 8.2(b) hereof.

(d) Litigation. No Litigation shall be pending or threatened which challenges or seeks to challenge, or which could prevent or cause the rescission of, the consummation of the transactions contemplated hereby.

(e) Government Approvals. The Purchaser and Seller, as applicable, shall have obtained all material licenses, permits, certifications and authorizations from governmental agencies or governmental bodies that are necessary or required for the Purchaser lawfully to own and operate the Business as an ambulatory surgical treatment facility under Illinois law, and to be eligible to be reimbursed for services provided to patients of the Center under the Medicare program as well as by private payors, including, but not limited to, CON Approval.

9.2 Conditions Precedent to Obligations of Purchaser to Closing. Purchaser shall not be obligated to consummate the transactions contemplated herein, unless each of the following conditions is fulfilled or performed (unless expressly waived in writing by Purchaser) prior to or at the Closing:

(a) Compliance. The representations and warranties made by Seller in this Agreement and the statements contained in the Schedules attached hereto or in any instrument, list, certificate or writing delivered by Seller pursuant to this Agreement shall be true and accurate in all respects (except where qualified by materiality, in which case they shall be true and accurate in all material respects) when made and as of the time of the Closing as though such representations and warranties were made as of the Closing.

(b) Performance by Seller. Seller shall have performed and complied with all covenants, agreements, obligations and conditions required by this Agreement to be so complied with or performed by each of them.

(c) Delivery of Documents. Seller shall have delivered to the Purchaser the certificates, instruments and other documents required to be delivered by them pursuant to Section 8.2(a).

(d) Consents and Licenses. All necessary consents, approvals and authorizations shall have been obtained, including all governance approvals required by Purchaser or Seller.

(e) No Material Adverse Change. No material adverse change in Seller, the Assets or the Business or operations of the Business shall have occurred since the date of this Agreement.

(f) Litigation. No Litigation shall be pending or threatened which challenges or seeks to challenge, or which could prevent or cause the rescission of, the consummation of the transactions contemplated hereby.

(g) Government Approvals. The Purchaser and Seller, as applicable, will have obtained all material licenses, permits, certifications and authorizations from governmental agencies or governmental bodies that are necessary or required for the Purchaser lawfully to own and operate the Business as an ambulatory surgical treatment facility under Illinois law, and to be eligible to be reimbursed for services provided to patients of the Center under the Medicare program as well as by private payors, including, but not limited to, CON Approval.

ARTICLE X
Covenants and Agreement of Seller

Seller further covenants and agrees that from the Effective Date until the Closing, and thereafter if so specified, it will fulfill the following covenants and agreements unless otherwise consented to by the Purchaser in writing:

10.1 Access; Further Assurances.

(a) Seller will accord to the Purchaser, its counsel, accountants and other representatives, from the date hereof and at any time after the Closing, full access to all of the properties, books, contracts, commitments, financial information and records of the Business, and will furnish the Purchaser during such period with all such information concerning the business and operations of the Business, as the Purchaser reasonably may request. At any time and from time to time after the Closing, at the Purchaser's request and without further consideration, Seller agrees to execute and deliver such certificates and documents as may be required in connection with any audit of the Business or its operations.

(b) From the date hereof through the month following Closing, as soon as reasonably practicable after the end of each month, but not later than the 15th day of the next succeeding month, Seller will deliver to the Purchaser (i) an unaudited statement of income for the Business for the month then ended, and an unaudited balance sheet and a detail of patient accounts receivable for the Business as at the quarter then ended, monthly (ii) the number of procedures performed, (iii) a statement of the billed charges, and (iv) a statement of the cash collections, all with respect to the prior month, including the month immediately before the Closing Date (collectively the "Ongoing Monthly Financial Statements"). All such Ongoing Monthly Financial Statements shall be prepared on a basis consistent with prior practice and shall fairly reflect the results of operations and financial condition of the Business.

(c) At any time and from time to time after the Closing, at Purchaser's request or any and without further consideration, Seller will execute and deliver such other instruments of sale, transfer, conveyance, assignment and delivery and confirmation and take such action as the Purchaser may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to the Purchaser and to confirm the Purchaser's title to the Assets, and to assist the Purchaser in exercising all rights and enjoying all benefits with respect thereto.

(d) To the extent from and after the Closing there are any actions necessary to confirm or effect all reasonably necessary licensure and regulatory notifications or approvals required in connection with the transactions contemplated herein, Seller, in connection with such notices, filings, applications, and document development, will use commercially reasonable efforts to respond in a timely manner to any information or signature requests reasonably required in connection with such applications and notices.

10.2 Confidentiality. Seller acknowledges that in connection with the transactions contemplated by this Agreement it may receive or have access to confidential, proprietary or sensitive information regarding the business of Purchaser including, without limitation, ideas, agreements, procedures, processes, financial information and records, contractual relationships, pricing policies and structures, marketing data and plans, and other trade secret and proprietary information ("Confidential Information"). Seller therefore agrees that it and its Affiliates shall not, without the prior written consent of Purchaser, directly or indirectly, use in any manner, or disclose or authorize or permit anyone under it or its Affiliates' direction to disclose to anyone not properly entitled thereto, any Confidential Information of Purchaser. The foregoing restrictions with respect to the Confidential Information shall not apply to any Confidential Information which (i) on the Closing Date is or thereafter becomes generally available to the public other than as a result of a disclosure, directly or indirectly, by a party to this Agreement, (ii) was available to a party on a non-confidential basis prior to its disclosure, (iii) becomes available to a party on a non-confidential basis from a source other than the party to which such Confidential Information belongs or such party's Affiliates or representatives, which source was not itself bound by a confidentiality agreement and did not receive such information, directly or indirectly, from a person or entity so bound, or (iv) is disclosed pursuant to any court or governmental order, subpoena or other formal instruction or direction.

10.3 Consents. Seller shall obtain any necessary consents, approvals and authorizations at or prior to Closing.

10.4 Notice of Adverse Change. Seller will advise the Purchaser in writing of any material adverse change in the Assets from the date of this Agreement to the Closing Date.

10.5 Non-Competition. For a period commencing on the Closing Date and ending on the third (3rd) anniversary of the Closing Date (the "Restricted Period"), Seller (the "Restricted Party") shall not, without the prior written consent of Purchaser directly or indirectly, own, manage, operate, control or participate in any manner in the ownership, management, operation or control of, or serve as a partner, director, employee, principal, agent, consultant or otherwise contract with, or have any financial interest in or with, or aid or assist any other person or entity that operates an ambulatory surgery center or hospital outpatient department or otherwise competes with the post-Closing Business owned and operated by Purchaser within a twenty-five (25) mile radius of the Center (the "Restricted Territory").

10.6 Non-Solicitation. During the Restricted Period, neither Seller nor any of its Affiliates, shall employ or seek to employ any Person or agent who is then employed or retained by the post-Closing Business, Purchaser or any of its Affiliates (or who was so employed or retained at any time within the two (2) years prior to the date the Seller employs or seeks to employ such Person).

10.7 Property of the Business. All memoranda, notes, lists, records and other documentation or papers (and all copies thereof), including such items stored in computer memories, or microfiche or by any other means, which will become the Purchaser's property (after the consummation of transactions contemplated by this Agreement), are and shall be the Purchaser's property and shall be delivered to the Purchaser promptly on the request of the Purchaser.

10.8 Blue Pencil. If any court of competent jurisdiction shall at any time deem the term of this Agreement or any particular restrictive covenant contained in this Section 10 too lengthy or the territory too extensive, the other provisions of this Section 10 shall nevertheless stand, the Restricted Period herein shall be deemed to be the longest period permissible by law under the circumstances and the Restricted Territory described in Section 10.5 shall be deemed to comprise the largest territory permissible by law under the circumstances. The court in each case shall reduce the Restricted Period and/or Restricted Territory to permissible duration or size.

10.9 Remedies. Seller acknowledges and agrees that the covenants set forth in this Section 10 are reasonable and necessary for the protection of the Purchaser and the Purchaser's business interests, that irreparable injury will result from Seller's breach of any of the terms of said restrictive covenants, and that in the event of actual or threatened breach of any such restrictive covenants, the Purchaser will have no adequate remedy at law. Seller accordingly agrees that in the event of any actual or threatened breach of any of the covenants set forth in this Section 10, the Purchaser shall be entitled to immediate temporary injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages, subject to hearing as soon thereafter as possible. Nothing contained herein shall be construed as prohibiting the Purchaser from pursuing any other remedies available to it for such breach or

threatened breach, including the recovery of any damages which it is able to prove. The parties also agree that the existence of any claim or cause of action by Seller against the Purchaser or any of its Affiliates, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement of the restrictive covenants set forth in this Section 10, but shall be litigated separately.

10.10 Assignment. Seller agrees that the rights granted in this Section 10 to the Purchaser may be assigned by the Purchaser at its sole and absolute discretion. All of the provisions of this Section 10 shall inure to any successors of the Purchaser, all of which are specifically third party beneficiaries of this Section 10 with full rights hereunder. In addition, the parties hereto agree that an assignee of the rights hereunder is an intended, direct third party beneficiary of this Section 10 and may enforce such rights in its own name in addition to or in lieu of the Purchaser.

10.11 Patient Freedom. The parties hereto agree that the benefits afforded either party hereunder are not payment for, and are not in any way contingent upon the referral, admission or any other arrangement for, the provision of any item or service offered by any party hereto. Nothing in this Agreement shall be construed to limit the freedom of any patient of Seller to choose the facility or physician from whom any patient shall receive health care services or limit or interfere with Seller's ability to exercise professional judgment in treating patients or their ability to provide medical services to patients.

10.12 Tax Returns. Seller shall prepare or cause to be prepared and file or cause to be filed all Tax Returns for Seller for all periods ending on or prior to the Closing Date which are filed after the Closing Date. Seller shall provide to the Purchaser both (i) the Schedule K-1's provided by DHC to TJP and PHP and (ii) the Form 8594 prepared pursuant to Section 3.4 hereof, at least forty-five (45) days prior to the due date of the same (except in circumstances in which Seller is unable, despite diligent efforts, to prepare Tax Returns sufficiently in advance of the filing deadlines to permit a forty-five (45) day review period, in which case the review period shall be as close to forty-five (45) days as is reasonably possible) to permit the Purchaser to review and comment on each such document prior to filing. To the extent required by applicable law, Seller shall include any income, gain, loss deduction or other tax items for such periods on Seller's Tax Returns in a manner consistent with the Schedule K-1s furnished by DHC with respect to TJP and PHP for such periods.

10.13 Medicare Provider Number. Seller, not the Purchaser, shall be responsible for any liabilities arising under Seller's Medicare provider number related to periods prior to the Closing Date without the Purchaser having to pursue indemnification from Seller under Article 12 hereof. The parties acknowledge that the Purchaser is accepting assignment of Seller's Medicare number, and that during the time period in which the assignment is being processed, Seller will continue to receive payments from Medicare for services and provision of medicine, drugs and supplies to patients rendered by the Purchaser after the Closing and relating to Medicare claims of the Purchaser due from beneficiaries or Medicare (collectively, the "Medicare Receivables"). Seller shall promptly deliver such payments to the Purchaser in accordance with the methods set forth in this Section 10.13. In connection therewith, on or before the Closing Date, Seller shall maintain its primary existing depository bank account (the "Bank Account"), and after the Closing, the Seller shall deposit in such Bank Account cash,

checks, drafts or other similar items of payment received in respect of the Medicare Receivables, and the Seller shall, on a daily basis, withdraw the balance of such Bank Account related to the Medicare Receivables.

10.14 General Cooperation on Receipt of Payments. Following the Closing Seller or Purchaser may receive payments on account of accounts receivable that belong to the other party pursuant to the terms of this Agreement. Each party shall hold such funds in trust for the other party. If payment is received by a party on an account receivable payor indebted to both Seller and Purchaser on separate accounts receivable, such payment will be applied in accordance with the following hierarchy of indicia of payor intent: first in accordance of instructions of such payor, second if no instruction is given in accordance with invoices referenced, third with respect to matching dollar amounts of payment to invoices, lastly in accordance with other reasonable indicia of intent.

10.15 Employees. Except to the extent that Seller may terminate its employees employed at the Business for cause ("Employees") in its discretion prior thereto, the Seller's employees shall remain in its employment up through and including the Closing. However, within ten (10) days following the Closing, Seller shall issue payment to all eligible employees for all accrued vacation time, accrued sick pay, and all other benefits due to Employees. All accounts payable for services provided or goods furnished for or at the Center on or after the Closing Date shall be the sole responsibility and obligation of Purchaser. To the extent accounts payable have been accrued for a period that includes time both before and after the Closing Date, the parties hereto shall apportion the responsibility for payment of the same on a pro rata basis. The parties hereto hereby agree to cooperate with each other and notify the merchants, suppliers or other third parties with respect to which of Seller or Purchaser bears responsibility for accounts payable of the Center based on the foregoing clauses of this Section 10.15. Seller agrees to pay accounts payable for services provided or goods furnished before the Closing Date in the ordinary course of business after the Closing Date.

10.16 Public Announcement. Seller acknowledges and agrees that the parties shall mutually agree as to timing, form and content before issuing any press release or otherwise making any public statements with respect to this Agreement or the transactions contemplated hereby, if any. Purchaser shall have no obligation and shall suffer no liability if it does not choose to rehire or offer to rehire some or all of the current Employees and Seller shall indemnify and hold Purchaser harmless with respect to the same. Seller and Purchaser shall mutually agree upon the timing and process of notifying and informing the Center employees generally of the change of Center ownership contemplated herein, in such a manner that minimizes disruption to the operations of the Center.

10.17 Employment Records. Seller shall deliver to Purchaser, prior to the Closing Date, copies of all employee records in its possession for all employees of Seller that Purchaser chooses to rehire or offer to rehire (including, without limitation, all employee employment applications, W4s, I9s (where the completion of I9s is required by law), background checks, licenses, certifications, records of mandated annual in-service education, and any disciplinary reports) (collectively, the "Employee Records"). Seller represents and warrants to Purchaser that to the best of its knowledge the Employee Records retained at the Center represent all employee records in Seller's possession or control of the Closing Date.

10.18 Policy and Procedure Manuals. Seller agrees to leave its policy and procedure manuals at the Center and to transfer all of its right, title and interest in and to such policy and procedure manuals to Purchaser.

ARTICLE XI
Covenants and Agreement of Purchaser

11.1 Confidentiality. Purchaser acknowledges that in connection with the transactions contemplated by this Agreement it may receive or have access to confidential, proprietary or sensitive information regarding the business of Seller including the Confidential Information. Purchaser therefore agrees that it and its Affiliates shall not, without the prior written consent of Seller, directly or indirectly, use in any manner, or disclose or authorize or permit anyone under it or its Affiliates' direction to disclose to anyone not properly entitled thereto, any Confidential Information of Seller. The foregoing restrictions with respect to the Confidential Information shall not apply to any Confidential Information which (i) on the Closing Date is or thereafter becomes generally available to the public other than as a result of a disclosure, directly or indirectly, by a party to this Agreement, (ii) was available to a party on a non-confidential basis prior to its disclosure, (iii) becomes available to a party on a non-confidential basis from a source other than the party to which such Confidential Information belongs or such party's Affiliates or representatives, which source was not itself bound by a confidentiality agreement and did not receive such information, directly or indirectly, from a person or entity so bound, or (iv) is disclosed pursuant to any court or governmental order, subpoena or other formal instruction or direction.

11.2 Public Announcement. Purchaser acknowledges and agrees that the parties shall mutually agree as to timing, form and content before issuing any press release or otherwise making any public statements with respect to this Agreement or the transactions contemplated hereby, if any.

ARTICLE XII
Indemnification

12.1 Indemnification by Seller. Seller, jointly and severally, hereby agrees to defend, indemnify and hold harmless the Purchaser and its Affiliates and shall reimburse the Purchaser as applicable for, from and against each claim, loss, liability, cost and expense (including without limitation interest, penalties, costs of preparation and investigation, and the reasonable fees, disbursements and expenses of attorneys, accountants and other professional advisors) (collectively, "Losses"), directly or indirectly relating to, resulting from, arising out of or incidental to:

(a) any untrue representation, misrepresentation, breach of warranty or non-fulfillment of any covenant, agreement or other obligation by or of Seller contained herein, any Schedule hereto or in any certificate, document or instrument delivered to the Purchaser pursuant hereto;

(b) the Excluded Liabilities;

(c) the Retained Assets;

(d) any tax liability of Seller or the Business not previously paid, which may at any time be asserted or assessed against Seller or the Business for any event or period prior to the Closing Date (regardless of whether the possibility of the assertion or assessment of any such tax liability shall have been disclosed to the Purchaser at or prior to the Closing);

(e) any liability for any amounts owed by Seller or the Business to any governmental third party or private payors because of overpayments to Seller or the Business prior to the Closing for services rendered to patients, which liability is due to a re-computation of rates, field audit adjustments, overpayments, improper billing practices or otherwise;

(f) the operation of the Business prior to the Closing Date; and

(g) employee claims and related employment liabilities.

12.2. Indemnification by the Purchaser. Purchaser, jointly and severally, hereby agrees to defend, indemnify and hold harmless Seller and shall reimburse Seller for, from and against any Losses (as defined in Section 12.1) directly or indirectly relating to, resulting from, arising out of or incidental to:

(a) any untrue representation, misrepresentation, breach of warranty or non-fulfillment of any covenant, agreement or other obligation by the Purchaser, contained herein or in any certificate, document or instrument delivered to Seller pursuant hereto; and

(b) the Assumed Liabilities.

12.3. Procedure.

(a) The indemnified party shall promptly notify the indemnifying party of any claim, demand, action or proceeding for which indemnification will be sought under Sections 12.1 or 12.2 of this Agreement, and, if such claim, demand, action or proceeding is a third party claim, demand, action or proceeding, the indemnifying party will have the right at its expense to assume the defense thereof using counsel reasonably acceptable to the indemnified party. The indemnified party shall have the right to participate, at its own expense, with respect to any such third party claim, demand, action or proceeding. In connection with any such third party claim, demand, action or proceeding, the Purchaser or the Seller, as applicable, shall cooperate with each other and provide each other with access to relevant books and records in their possession. No such third party claim, demand, action or proceeding shall be settled without the prior written consent of the indemnified party. If a firm written and reasonable offer is made to settle any such third party claim, demand, action or proceeding and the indemnifying party reasonably proposes to accept such settlement and the indemnified party refuses to consent to such settlement, then: (i) the indemnifying party shall be excused from, and the indemnified party shall be solely responsible for, all further defense of such third party claim,

demand, action or proceeding; and (ii) the maximum liability of the indemnifying party relating to such third party claim, demand, action or proceeding shall be the amount of the proposed settlement if the amount thereafter recovered from the indemnified party on such third party claim, demand, action or proceeding is greater than the amount of the proposed settlement.

12.4 Post-Closing Escrow. Seller shall deposit Two Hundred Thousand Dollars ($200,000.00) of the Consideration (the "Escrow") with the Title Company as escrowee in accordance with the terms and conditions of an escrow agreement dated of even date herewith, in form and substance substantially similar to Exhibit B attached hereto (the "Escrow Holdback Agreement"), as security (but without having the effect of limitation) for Seller's obligations under this Agreement including but not limited to its indemnification obligations herein.

ARTICLE XIII
Survival of Representations and Warranties

13.1 Survival of Representations and Warranties. The representations and warranties contained herein shall survive the Closing Date and any investigation made by or on behalf of any party hereto until the expiration of the applicable statute of limitations.

13.2 Remedies Cumulative. The remedies provided herein shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any other remedies against the other party hereto.

ARTICLE XIV
Termination of Agreement

14.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by Purchaser in accordance with Article IV hereof.

(b) by mutual agreement of the Seller and the Purchaser;

(c) by the Purchaser, if there has been a material violation or breach by Seller of any of the agreements, representations or warranties contained in this Agreement, which have not been waived in writing, or due to the failure of any of the conditions precedent under Section 9.2 hereof (unless the failure results primarily from the Purchaser breaching any representation, warranty or covenant of this Agreement);

(d) by Seller, if there has been a material violation or breach by the Purchaser of any of the agreements, representations or warranties contained in this Agreement which have not been waived in writing, or due to the failure of any of the conditions precedent under Section 9.1 hereof (unless the failure results primarily from Seller breaching any representation, warranty or covenant of this Agreement);

(e) by the Purchaser or Seller if the transactions contemplated by this Agreement shall not have been consummated on or before July 1, 2012;

(f) by the Purchaser if the Seller makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or seeks or consents to any reorganization or similar relief under any present or future bankruptcy act or similar law, or is adjudicated a bankrupt or insolvent, or if a third party commences any bankruptcy, insolvency, reorganization or similar proceeding involving the other; or

(g) by the Seller if the Purchase makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or seeks or consents to any reorganization or similar relief under any present or future bankruptcy act or similar law, or is adjudicated a bankrupt or insolvent, or if a third party commences any bankruptcy, insolvency, reorganization or similar proceeding involving the other.

14.2 Effect of Termination.

(a) All obligations of the parties to this Agreement shall cease upon any termination pursuant to Section 14.1; provided, however, that nothing herein shall relieve any party from any liability for a material error in any of its representations or warranties contained in this Agreement or a material failure to comply with any of its covenants, conditions or agreements contained in this Agreement.

(b) If this Agreement is terminated pursuant to Section 14.1(a), (b), (c), (e) or (f), then the Earnest Money shall be promptly returned in full to Purchaser.

(c) If this Agreement is terminated pursuant to Section 14.1(d) or (g), then the Earnest Money shall be promptly delivered in full to Seller.

ARTICLE XV
Miscellaneous

15.1 Arbitration. In the event that any dispute or controversy arises between the parties out of or relating to this Agreement (other than a claim made pursuant to a failure to comply with this Section or to enforce any rights under this Section) (a "Dispute"), a party shall notify the other parties in writing of the existence of the Dispute, and the parties shall meet and negotiate in good faith to attempt to resolve the matter. If such efforts do not resolve the Dispute, upon demand of any party, whether made before or after the institution of any judicial proceeding, the Dispute shall be resolved by binding arbitration as provided in this Section 15.1. Institution of a judicial proceeding by a party does not waive the right of that party to demand arbitration hereunder. Disputes may include, without limitation, tort claims, counterclaims, claims brought as class actions, claims arising from documents executed in the future, or claims arising out of or connected with the transactions contemplated by this Agreement. The opposing parties to such Dispute shall each appoint an arbitrator of choice from a list of arbitrators recognized by the American Arbitration Association. The appointed arbitrators shall appoint a third arbitrator from the list, and the three arbitrators shall hear the parties and settle the Dispute. The proceedings shall be conducted under and governed by the Commercial Rules of the American Arbitration Association, as in effect from time to time. All arbitration hearings shall be conducted in the State of Illinois. All applicable statutes of limitation shall apply to any Dispute. The arbitrators shall have no power to award punitive or exemplary damages, to ignore

or vary the terms of this Agreement, and shall be bound to apply controlling law. The parties who prevail on entry of the award of judgment shall be entitled to their costs and expenses, including reasonable attorney's fees and the costs of the arbitration, incurred in connection therewith. A judgment upon the award may be entered in any court having jurisdiction. Notwithstanding anything to the contrary contained in this Section 15.1, the parties preserve, without diminution, certain remedies that any of them may employ or exercise freely, either alone, in conjunction with, or during a Dispute as set forth in the next sentence. The parties hereto have the right to proceed in any court of proper jurisdiction or by self help to exercise or prosecute the following remedies, as applicable: (i) all rights of self help including set off; and (ii) obtaining provisional or ancillary remedies including injunctive relief, requestration, garnishment, attachment, appointment of a receiver and filing an involuntary bankruptcy proceeding. Preservation of these remedies does not limit the power of an arbitrator to grant similar remedies that may be requested by a party in a Dispute.

15.2 Costs. Except as otherwise specified in this Agreement, each party to this Agreement shall pay its own costs and expenses (including attorneys' fees, accountants' fees and other professional fees and expenses) incurred in connection with the negotiation, preparation, and execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement;

15.3 Entire Agreement; Amendments; Waiver. This Agreement, including the Exhibits, Schedules, lists and other documents and writings referred to herein or delivered pursuant hereto, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by all parties or their respective heirs, successors, assigns or legal personal representatives. Notwithstanding the foregoing, the parties acknowledge that not all of the Exhibits and Schedules may be finalized on the Effective Date of this Agreement, but that they shall be finalized at or prior to the Closing. Purchaser's approval of any additions or changes to the Schedules and/or Exhibits made after the initial execution of this Agreement is a condition precedent to Purchaser's obligation to Close as set forth in Section 9.2 hereof. The parties shall cooperate with each other and use best efforts to update, add to and modify the Schedules as necessary or appropriate in order that they shall be accurate and complete as of the Closing. Any condition to a party's obligations hereunder may be waived but only by a written instrument signed by the party entitled to the benefits thereof. The failure or delay of any party at any time or times to require performance of any provision or to exercise its rights with respect to any provision hereof, shall in no manner operate as a waiver of or affect such party's right at a later time to enforce the same.

15.4 Assignment. Purchaser may unilaterally and without requiring Seller's consent, assign this Agreement to an Affiliate. Otherwise, neither party shall assign this agreement without first obtaining the written consent of the other party, which such party shall not unreasonably condition, delay or withhold.

15.5 Consented Assignment. Anything contained herein to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any claim, right, contract, license, lease, commitment, sales order or purchase order if an attempted assignment thereof without the consent of the other party thereto would constitute a breach thereof or in any material way affect the rights of Seller, as appropriate, thereunder, unless such consent is obtained. If such consent is not obtained, or if an attempted assignment would be ineffective or would materially affect the rights of Seller thereunder so that the Purchaser would not in fact receive all such rights, the parties shall cooperate in any reasonable arrangement designed to provide for the parties the benefits under any such claim, right, contract, license, lease, commitment, sales order or purchase order, including, without limitation, enforcement of any and all rights of Seller, against the other party or parties thereto arising out of the breach or cancellation by such other party or otherwise.

15.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A PDF, copy or fax of a signature for the purposes of this Agreement and any or all of the Exhibits shall be deemed an original.

15.7 Invalidity of Provisions. The provisions of this Agreement are intended to be interpreted and construed in a manner so as to make such provisions valid, binding and enforceable. In the event that any provision of this Agreement is determined by a court, arbitrator or tribunal to be partially or wholly invalid, illegal or unenforceable, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding and enforceable, then such provision shall be deemed to be excised from this Agreement and the validity, binding effect and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner.

15.8 Notices. All notices, requests, demands and other communications made under this Agreement shall be in writing and delivered in person, via facsimile or electronic mail or sent by certified mail with postage prepaid, and properly addressed as follows:

If to Seller:

Thomas J. Pliura, M.D.
Danville Healthcare, LLC
P.O. Box 130
LeRoy, Illinois 61752
Facsimile: 309-962-4646
Email: tom.pliura@zchart.com

With a copy to:

Thomas J. Pliura, M.D.
Danville Healthcare, LLC
210 E. Center Street

LeRoy, Illinois 61752

If to Purchaser:

Provena United Samaritans Medical
Center
Office of the President & CEO
812 North Logan Avenue
Danville, Illinois 61832
Facsimile: 217-443-1965
Attn: Cathy Emanuel
VP of Business Development
Email: teresa.gaffney@provena.org

With a copy to:

Provena Hospitals
Office of the General Counsel
19065 Hickory Creek Drive
Suite 115
Mokena, IL 60448
Facsimile: (708) 478-6332
Email: Kendra.Allaband@provena.org

(a) All notices and other communications under this Agreement which are addressed as provided in this, if delivered personally, shall be effective upon delivery; if delivered by mail, shall be effective forty-eight (48) hours following deposit in the United States mail; if delivered by email correspondence, shall be effective upon delivery; and if delivered by facsimile, shall be effective upon transmission.

(b) Any party may from time to time change its address, facsimile number or electronic mail address for the purpose of notices to such party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with its contents.

15.9 Governing Law. This Agreement has been delivered in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any dispute that arises from this Agreement shall occur in a state or federal court of competent jurisdiction located in Vermilion County, Illinois.

15.10 Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. The parties acknowledge that they have independently negotiated the provisions of this Agreement, that they have relied upon their own counsel as to matters of law and application and

that neither party has relied on the other party with regard to such matters. The parties expressly agree that there shall be no presumption created as a result of either party having prepared in whole or in part any provisions of this Agreement.

15.11 Captions. Article, section and paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions of this Agreement.

15.12 Nature of Obligations. The nature of all obligations undertaken and all liabilities incurred by Seller under this Agreement are joint and several in all respects, and not several.

15.13 Definitions. For purposes of this Agreement, the following terms have the meaning set forth below:

(i) "Affiliate" means an affiliate as defined in Rule 405 under the Securities Act of 1933, as amended, and includes any past and present Affiliate of a Person.

(ii) "Closing" and "Closing Date" shall have the respective meanings set forth in Article IV.

(iii) "Code" means the Internal Revenue Code of 1986, as amended.

(iv) "CON Approval" means a Certificate of Need permit for a change of ownership as a result of the transactions contemplated herein from the Illinois Health Facilities and Services Review Board.

(v) "Knowledge" or "knowledge" or "aware" and all permutations thereof – unless otherwise qualified, an individual will be deemed to have "knowledge" of a particular fact or other matter if such individual is actually aware or reasonably should have been aware of such fact or matter. A Person (other than an individual) will be deemed to have "knowledge" of a particular fact or other matter if any individual who is serving as a director, manager, or officer of such Person (or in any similar capacity) at any time was actually aware or reasonably should have been aware of such fact or other matter.

(vi) "Person" means any individual, sole proprietorship, partnership, joint venture, trust, undertaking, unincorporated association, corporation, entity, organization or governmental authority.

(vii) All other defined terms:

Accounts Receivable..... 2
Actual Inventory Value..... 7
Affiliate Transactions..... 20
Agreement..... 1
Assets..... 1
Assumed Contracts..... 2
Assumed Liabilities..... 3
aware..... 40

Bank Account 32
Benefit Plans 17
Business 1
Center 1
Confidential Information 29
Consideration 7
Contracts 16
DHC 1
Documents Not In Possession 13
Due Diligence Materials 8
Due Diligence Period 8
Earnest Money 6
Effective Date 1
Employee Records 33
Employees 32
Environmental Law 12
ERISA 17
Escrow 35
Escrow Holdback Agreement 35
Excluded Liabilities 3
Extended Diligence Period 8
Financial Statements 14
Hazardous Substances 12
Immigration Act 20
Improvements 1
Initial Due Diligence Period 8
Interim Balance Sheet 13
Interim Balance Sheet Date 13
Laws 15
Litigation 13
Losses 33
Medicare Receivables 31
OFAC 20
Ongoing Monthly Financial Statements ... 29
Operating Materials 2
Permitted Exceptions 10
Permitted Title Exceptions 11
Personal Property 2
PHP 1
Physicians 19
Purchaser 1
Real Property 1
Restricted Party 30
Restricted Period 30
Restricted Territory 30
Retained Assets 3
Seller 1
Seller's Election 10
Sensitive 18
Significant Payors 17
Survey 9
Target Inventory Value 7
Taxes 27
Termination Penalties 3
Title Commitment 9
Title Company 5
Title Defects 10
Title Delivery Date 10
Title Endorsements 9
Title Policy 9
TJP 1
Updated Title Delivery Date 10

[Signatures to Follow]

IN WITNESS WHEREOF, the parties to this Asset Purchase Agreement have executed and delivered this Agreement to be effective as of the date first written above.

Purchaser:

VERMILION COUNTY SURGERY CENTER, LLC, an Illinois limited liability company

By: Provena Hospitals
Its: Sole Member

By: Michael L Brown
Its: President / CEO

This Asset Purchase Agreement is hereby joined by the undersigned, Provena United Samaritans Medical Center, an operating unit of Provena Hospitals, an Illinois not for profit corporation, solely for the purpose of guaranteeing the Purchaser's payment obligation under Section 3.2 hereof, and for no other purpose whatsoever:

Provena:

PROVENA UNITED SAMARITANS MEDICAL CENTER, an operating unit of Provena Hospitals, an Illinois not for profit corporation

By: Michael L Brown
Name: Michael L. Brown
Its: President & CEO

[Asset Purchase Agreement Signature Page 1 of 2]

IN WITNESS WHEREOF, the parties to this Asset Purchase Agreement have executed and delivered this Agreement to be effective as of the date first written above.

THOMAS J. PLIURA, M.D.

PAMELA H. PLIURA

DANVILLE HEALTHCARE, L.L.C.

By: _____

Name: Tom Pliura

Its: Managing Member

[Asset Purchase Agreement Signature Page 2 of 2]

Exhibit A

Form of Bill of Sale and Assignment and Assumption

Danville Healthcare, L.L.C., an Illinois limited liability company ("DHC"), Pamela H. Pliura ("PHP") and Thomas J. Pliura, M.D. ("TJP" and collectively with DHC and PHP, the "Seller") in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby sell, assign, transfer and set over to Vermilion County Surgery Center, LLC, an Illinois limited liability company ("Purchaser"), all right, title and interest to the assets identified on Exhibit A attached hereto and all intangible assets in connection with the operation of its licensed outpatient surgical services business known as Danville Healthcare Surgery Center ("Assets"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in Asset Purchase Agreement by and between Purchaser and Seller, dated effective as of _____.

Seller represents and warrants to Purchaser that Seller owns and is transferring to Purchaser good title to the Assets, free and clear of any security interests, liens, encumbrances or claims.

Purchaser hereby accepts the foregoing transfer of the Assets and assumes and agrees to be responsible for the Assumed Liabilities. It is understood and agreed that Purchaser shall not assume, pay or be responsible for any other obligation, duty, debt or liability of Seller, including without limitation the Excluded Liabilities, except as set forth in the Agreement.

Nothing in this Bill of Sale and Assignment and Assumption shall be deemed to supersede or modify any of the obligations, agreements, covenants, representations or warranties of Seller or Purchaser contained in the Agreement. If any conflict exists between the terms of this Bill of Sale and Assignment and Assumption and the Agreement, the terms of the Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has signed this Bill of Sale to be effective as of _____.

_____

THOMAS J. PLIURA, M.D.

_____

PAMELA H. PLIURA

DANVILLE HEALTHCARE, L.L.C.

By:_____

Name:_____

Its:_____

EXHIBIT B

ESCROW HOLDBACK AGREEMENT

This **ESCROW HOLDBACK AGREEMENT** (this "Escrow Agreement") is entered into and effective as of the _____ day of _____, 2012 by and among **Vermilion County Surgery Center, LLC**, an Illinois limited liability company ("Purchaser"), **Danville Healthcare, L.L.C.**, an Illinois limited liability company ("DHC"), **Pamela H. Pliura** ("PHP") and **Thomas J. Pliura, M.D.** ("TPJ" and collectively with DHC and PHP, "Seller"), and **Chicago Title Insurance Company**, as escrow agent ("Escrow Agent").

WITNESSETH:

WHEREAS, Purchaser and Seller have entered into an Asset Purchase Agreement dated as of _____, 2012 (as amended, the "Purchase Agreement"; capitalized but otherwise defined terms shall have those meanings as set forth in the Purchase Agreement) for the purchase of the assets of Seller related to its operation of the ambulatory surgery center commonly known as **DANVILLE HEALTHCARE SURGERY CENTER**, and the real property and improvements located at 26 Newell Avenue, Danville, Illinois (collectively, "Assets"); and

WHEREAS, the parties hereto have agreed to establish with an escrow agent an escrow holdback ("Escrow Holdback") in the amount of Two Hundred Thousand Dollars ($200,000.00) in order to provide readily available funds for the satisfaction of Seller's indemnification obligations pursuant to the Purchase Agreement .

NOW, THEREFORE, for and in consideration of the above recitals and other good and valuable consideration, the parties hereto agree as follows:

1. **Appointment of Agent**. The parties hereby appoint Escrow Agent, as escrow agent in accordance with the terms and conditions set forth herein, and Escrow Agent hereby accepts such appointment. Escrow Agent shall act as agent hereunder for the parties hereto entitled to any portion or portions of the Escrowed Funds (as hereinafter defined).

2. **Establishment of Escrow**. Concurrent with the execution and delivery of this Escrow Agreement, Seller is depositing, or causing to be deposited Two Hundred Thousand Dollars ($200,000.00) into escrow ("Escrow") with the Escrow Agent, receipt which is hereby acknowledged by Escrow Agent, which funds shall be deemed to be the "Escrow Holdback" and shall be held in an escrow account (the "Escrow Account") subject to the terms and conditions of this Escrow Agreement (the aggregate amounts so deposited, inclusive of any interest thereon as provided herein, shall be the "Escrowed Funds"). By executing and delivering this Escrow Agreement, Seller warrants that it has not assigned or encumbered the Purchase Agreement or its rights thereunder.

3. **Investment of Escrowed Funds**. Until the full release of the Escrowed Funds, the Escrowed Funds shall be continuously invested by Escrow Agent in accordance with written instructions of Seller without the requirement of consent by Purchaser and any interest so earned shall be distributed to Seller upon Seller's request, which request may be made not more than

once per calendar year, and a final distribution of all interest earned and not previously distributed to Seller upon the release of all Escrowed Funds pursuant to the terms hereof.

4. **Release from Escrow Account.**

If, pursuant to the Asset Purchase Agreement, Purchaser shall be entitled to receive all or a portion of the Escrowed Funds, then Purchaser shall deliver a written notice to Escrow Agent with a copy to Seller directing the Escrow Agent to deliver all or such portion of the Escrowed Funds to Purchaser (such notice, hereinafter, a "Draw Certificate"). In the event that, within ten (10) business days after Seller's receipt of such Draw Certificate, Seller shall not have (i) delivered a written objection to Purchaser and Escrow Agent or (ii) commenced an action to restrain the release of all or such portion of the Escrowed Funds and served upon Escrow Agent the pleadings in such action, then Escrow Agent shall promptly deliver all or such portion of the Escrowed Funds to Purchaser. Nothing in this Escrow Agreement shall derogate from the rights and liabilities of Seller and Purchaser under the Purchase Agreement, which shall, *inter alia*, govern with respect to notices of and objections to any Escrow Claim.

Upon its receipt of any objection, notice or demand for all or a portion of the Escrowed Funds (or so much thereof as is then held by Escrow Agent) delivered by Purchaser, Escrow Agent shall promptly deliver a copy thereof to the Seller. Upon timely receipt of a notice of objection or a copy of pleadings pursuant to Section 4(b), Escrow Agent shall continue to hold the Escrowed Funds (or so much thereof as is then held by Escrow Agent).

On _____, 2013, twelve (12) months after Closing, Escrow Agent is to deliver to Seller by wire transfer of immediately available funds any remaining Escrowed Funds remaining in the Escrow Account as of the close of business on _____, 2013.

5. **Exculpation and Indemnification of Escrow Agent.**

a. Escrow Agent shall have no duties or responsibilities other than those expressly set forth herein. Escrow Agent shall have no duty to enforce any obligation of any person to make any payment or delivery, or to direct or cause any payment or delivery to be made, or to enforce any obligation of any person to perform any other act. Escrow Agent shall be under no liability to other parties hereto or to anyone else by reason of any failure on the part of any party hereto or any maker, guarantor, endorser or other signatory of any document or any other person to perform such person's obligations under any such document. Except for instructions given to Escrow Agent by the other parties hereto relating to the Escrowed Funds under this Escrow Agreement and except as otherwise specifically provided for herein, Escrow Agent shall not be obligated to recognize any agreement between any or all of the persons referred to herein, notwithstanding that references thereto may be made herein and whether or not it has knowledge thereof.

b. Escrow Agent shall not be liable to the other parties hereto or to anyone else for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith and in the exercise of its own best judgment. Escrow Agent may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by Escrow Agent), statement, instrument, report or other

paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which is believed by Escrow Agent to be genuine and to be signed or presented by the proper person or persons. Escrow Agent shall not be bound by any notice or demand, or any waiver, modification, termination or rescission of this Escrow Agreement or any of the terms hereof, unless evidenced by a writing delivered to Escrow Agent signed by the party or parties and, if the duties or rights of Escrow Agent are affected, unless it shall give its prior written consent thereto.

c. Escrow Agent shall be, jointly and severally, indemnified and held harmless by Seller and Purchaser from and against any and all expenses (including reasonable counsel fees and disbursements and including any liability for taxes and for any penalties in respect of taxes, or investment income on the Escrowed Funds) or loss suffered by Escrow Agent in connection with any action, suit or other proceeding involving any claim, or in connection with any claim or demand, which in any way, directly or indirectly, arises out of or relates to this Escrow Agreement, the services of Escrow Agent hereunder, the monies or other property held by it hereunder, the monies or any income earned from investment of such monies, unless it shall then have been judicially determined that such claim or demand arises out of the gross negligence, willful misconduct or bad faith of Escrow Agent. Promptly after the receipt by Escrow Agent of notice of any demand or claim or the commencement of any action, suit or proceeding, Escrow Agent shall, if a claim in respect thereof is to be made against any of the other parties hereto, notify such other parties thereof in writing; but the failure by Escrow Agent to give such notice shall not relieve any party from any liability which such party may have to Escrow Agent hereunder. For the purposes hereof, the term "expense or loss" shall include all amounts paid or payable to satisfy any claim, demand or liability, or in settlement of any claim, demand, action, suit or proceeding settled with the express written consent of Escrow Agent and the other parties hereto, and all costs and expenses, including, but not limited to, counsel fees and disbursements, paid or incurred in investigating or defending against any such claim, demand, action, suit or proceeding. Notwithstanding anything herein contained to the contrary, as between Seller and Purchaser, if Escrow Agent is entitled to indemnification for any expense or loss as a result of a dispute by and between Seller and Purchaser as to the party entitled to receive the Escrowed Funds, the non-prevailing party shall indemnify and hold harmless the prevailing party for all such expenses and losses.

6. **Commingle**. Except as to deposits of funds for which Escrow Agent has received express written direction concerning investment or other handling, the parties hereto agree that the Escrow Agent shall be under no duty to invest or reinvest any deposits at any time held by it hereunder, and, further, that escrow trustee may commingle such deposits with other deposits or with its own funds and may use any part or all such funds for its own benefit without obligations to any party for interest or earnings derived thereby, if any; provided, however, nothing herein shall diminish Escrow Agent's obligation to apply the full amount of the deposits in accordance with the terms of this Escrow Agreement. In the event the Escrow Agent is requested to invest deposits hereunder, Chicago Title Insurance Company is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of this Escrow Agreement, except in the event of Escrow Agent's own negligence.

7. **Compensation of Escrow Agent**. Escrow Agent shall be entitled to the standard compensation for all services rendered by it hereunder and Seller and Purchaser shall each pay one-half (½) of the cost of Escrow Agent's compensation and Escrow Agent's expenses.

8. **Disbursement of Escrowed Funds Upon Joint Order or Judgment.**

a. Unless provided otherwise to the contrary in this Escrow Agreement, Escrow Agent shall disburse the Escrowed Funds or any part thereof, pursuant to the terms of any joint written order of Seller and Purchaser or the terms of any final non-appealable judgment of a court of competent jurisdiction.

b. This Escrow Agreement shall continue for a period of three years after the date hereof. Escrow Agent shall disburse the Escrowed Funds to the Seller upon Seller's demand and without notice to any other party, if at the end of said period: (i) Escrow Agent has not disbursed all of the Escrowed Funds pursuant to Draw Certificates, (ii) Escrow Agent has not received an order from a court of competent jurisdiction prohibiting the disbursement of such Escrowed Funds; and (iii) there does not exist a pending or unresolved claim.

9. **Resignation of Escrow Agent; Appointment of Successor.**

a. Escrow Agent may at any time resign as Escrow Agent by giving written notice of its resignation to the parties hereto pursuant to the notice section of this Escrow Agreement, at least thirty (30) days prior to the date specified for such resignation to take effect.

b. If Escrow Agent shall give written notice of its resignation pursuant to this Section, the parties hereto shall appoint a successor escrow agent to serve as Escrow Agent pursuant to the terms of this Escrow Agreement. Such appointment shall be effective as of the effective date of the resigning Escrow Agent's resignation.

10. **Notices**. All notices required or permitted hereunder shall be in writing and shall be sent as set forth in Exhibit A, attached hereto and incorporated herein. Notices may be sent: (a) by certified or registered mail, return receipt requested, (b) by nationally recognized overnight delivery service or (c) via facsimile (provided that the original shall be simultaneously delivered by one of the other methods permitted herein). Notices shall be deemed given on the date of receipt (or refusal) as indicated on the receipt or as indicated on the fax confirmation, as the case may be.

11. **No Oral Amendments**. The provisions of this Escrow Agreement may be waived or amended by the parties hereto, provided such action is evidenced by written instrument setting forth the terms of the waiver or amendment and signed by the party by whom such waiver is given or by both parties in the case of an amendment.

12. **Governing Law**. This Escrow Agreement shall be governed and construed in accordance with the laws of the State of Illinois without giving effect to conflict of law principles.

13. **Severability**. If any provision of this Escrow Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Escrow Agreement and the application of such provision to other persons or circumstances shall

not be affected thereby and the invalid or unenforceable provision of this Escrow Agreement shall be severable in any such instance

14. **Counterparts**. This Escrow Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have duly executed this Escrow Agreement by the parties legally entitled to do so as of the day and year first set forth above.

SELLER:

_____
Thomas J. Pliura, M.D.

_____
Pamela H. Pliura

DANVILLE HEALTHCARE, L.L.C., an Illinois limited liability company

By:_____
Name:_____
Its:_____

BUYER:
VERMILION COUNTY SURGERY CENTER, LLC, an Illinois limited liability company

By: Provena Hospitals
Its: Sole Member

By: _____
Name: _____
Its: _____

ESCROW AGENT:
CHICAGO TITLE INSURANCE COMPANY

By:_____
Name:_____
Its:_____

EXHIBIT A TO ESCROW HOLDBACK AGREEMENT

BUYER:

_____
_____
_____
Fax:

With a Copy To:

_____
_____
_____
Fax:
Email:

SELLER:

_____
_____
_____
Fax:

With a Copy To:

_____
_____
_____
Fax:
Email:

TITLE COMPANY:

_____
_____
_____
Fax:
Email:

EXHIBIT C

Permitted Exceptions

None.

Schedule 1.1

Assets

(See Attached)

Danville Healthcare total inventory count and line value: 11/15/2011

Item	Description	UOM	Mfr	Mfr #	Quantity	Unit Price	Line Value	McKesson Item
302583	ARM SLING, DLX CTN/POLY W/PAD XLG	EA	DJ ORTHOPEDICS	79-84008	2	$4.67	$9.34	Yes
380605	ARM SLING, VOGUE W/PADDED WIDE STRAP BLU LG	EA	DJ ORTHOPEDICS	79-84157	1	$3.44	$3.44	Yes
381417	ARM SLING, VOGUE W/PADDED WIDE STRAP BLU MED	EA	DJ ORTHOPEDICS	79-84155	1	$3.44	$3.44	Yes
410162	SHOE, POST-OP VELCRO OPEN-TOE FML LG	EA	DJ ORTHOPEDICS	79-90197	1	$5.64	$5.64	Yes
410158	SHOE, POST-OP VELCRO OPEN-TOE MALE MED	EA	DJ ORTHOPEDICS	79-90185	2	$5.21	$10.42	Yes
381490	WRIST SPLINT, COCK-UP LOOP-LOCK RT LG 6"	EA	DJ ORTHOPEDICS	79-87367	1	$6.41	$6.41	Yes
184051	WRIST SPLINT, LEATHERETTE LOOP-LOCK WHT LT LG 8"	EA	DEROYAL INDUSTRI	8745-09	4	$11.48	$45.92	Yes
184050	WRIST SPLINT, LEATHERETTE LOOP-LOCK WHT LT MED 8"	EA	DEROYAL INDUSTRI	8745-08	2	$11.48	$22.96	Yes
184049	WRIST SPLINT, LEATHERETTE LOOP-LOCK WHT LT SM 8"	EA	DEROYAL INDUSTRI	8745-07	1	$11.48	$11.48	Yes
184047	WRIST SPLINT, LEATHERETTE LOOP-LOCK WHT RT LG 8"	EA	DEROYAL INDUSTRI	8745-04	1	$11.48	$11.48	Yes
184046	WRIST SPLINT, LEATHERETTE LOOP-LOCK WHT RT MED 8"	EA	DEROYAL INDUSTRI	8745-03	1	$11.48	$11.48	Yes
184045	WRIST SPLINT, LEATHERETTE LOOP-LOCK WHT RT SM 8"	EA	DEROYAL INDUSTRI	8745-02	1	$11.48	$11.48	Yes
209424	WRIST SPLINT, LEATHERETTE LOOP-LOCK WHT RT XLG 8"	EA	DEROYAL INDUSTRI	8745-05	3	$11.48	$34.44	Yes
186068	WRIST SPLINT, LEATHERETTE LT LG	EA	DEROYAL INDUSTRI	5011-09	2	$10.39	$20.78	Yes
251600	WRIST/FOREARM SUPPORT, RT UNIV 10"	EA	DJ ORTHOPEDICS	79-87050	1	$8.76	$8.76	Yes
331830	THUMB SPLINT, SPICA RT LG/XLG 9"	EA	DJ ORTHOPEDICS	79-87117	1	$14.04	$14.04	Yes
251595	WRIST SPLINT, COCK-UP UNIV 7"	EA	DJ ORTHOPEDICS	79-87010	3	$6.62	$19.86	Yes
537919	ARM SLING, QUICK RELEASE SM	EA	DJ ORTHOPEDICS	79-84293	2	$4.69	$9.38	Yes
251620	WRIST BRACE, UNIV LG	EA	DJ ORTHOPEDICS	79-87097	2	$7.47	$14.94	Yes
381025	WRIST BRACE, ELAS RT XLG	EA	DJ ORTHOPEDICS	79-87078	2	$4.78	$9.56	Yes
370097	ELBOW SUPPORT, TENNIS W/FOAM BLADDER XLG	EA	DJ ORTHOPEDICS	79-81188	1	$18.54	$18.54	Yes
381018	WRIST BRACE, ELAS LT SM	EA	DJ ORTHOPEDICS	79-87083	1	$5.27	$5.27	Yes
286398	THUMB SPLINT, PERF SUEDE W/FLANNEL LINER UNIV 7"	EA	DJ ORTHOPEDICS	79-92170	2	$10.73	$21.46	Yes
331829	THUMB SPLINT, SPICA LT SM/MED 9"	EA	DJ ORTHOPEDICS	79-87114	1	$13.23	$13.23	Yes
331831	THUMB SPLINT, SPICA LT LG/XLG 9"	EA	DJ ORTHOPEDICS	79-87118	1	$13.23	$13.23	Yes
186065	WRIST SPLINT, LEATHERETTE RT LG	EA	DEROYAL INDUSTRI	5011-04	1	$10.39	$10.39	Yes
186073	THUMB SPLINT, ABDUCTED BWN LEATHERETTE ADJ UNIV	EA	DEROYAL INDUSTRI	5026-00	1	$8.39	$8.39	Yes
381061	WRIST SUPPORT, CTS LT XLG	EA	DJ ORTHOPEDICS	79-87168	2	$5.82	$11.64	Yes
279499	WRIST SUPPORT, LACE-UP RT LG 10"	EA	DJ ORTHOPEDICS	79-87227	1	$12.59	$12.59	Yes
381492	WRIST SPLINT, COCKUP LACE-UP LT PED 8"	EA	DJ ORTHOPEDICS	79-87391	1	$6.52	$6.52	Yes
368068	WRIST SPLINT, COCK-UP LACE-UP LT MED 6"	EA	DJ ORTHOPEDICS	79-87355	1	$5.91	$5.91	Yes
368069	WRIST SPLINT, COCK-UP LACE-UP LT LG 6"	EA	DJ ORTHOPEDICS	79-87357	3	$7.60	$22.80	Yes
410116	WRIST SUPPORT, CTS LT MED	EA	DJ ORTHOPEDICS	79-87165	1	$5.82	$5.82	Yes
410117	WRIST SUPPORT, CTS LT LG	EA	DJ ORTHOPEDICS	79-87167	1	$5.82	$5.82	Yes

158801	WRIST SPLINT, COLLES ALUM W/O FOAM LT LG	EA	DEROYAL INDUSTRI	9106-06	1	$9.25	$9.25	Yes
186067	WRIST SPLINT, LEATHERETTE LT MED	EA	DEROYAL INDUSTRI	5011-08	1	$10.39	$10.39	Yes
382908	WRIST SPLINT, COCK-UP LOOP-LOCK RT XLG 6"	EA	DJ ORTHOPEDICS	79-87368	1	$6.41	$6.41	Yes
380435	FINGER SPLINT, STRIP ALUM FOAM 1/2"X9" (12/PK)	EA	DJ ORTHOPEDICS	79-72030	2	$0.84	$1.68	Yes
368067	WRIST SPLINT, COCK-UP LACE-UP LT SM 6"	EA	DJ ORTHOPEDICS	79-87353	1	$7.60	$7.60	Yes
368052	WRIST SUPPORT, CTS RT MED	EA	DJ ORTHOPEDICS	79-87155	2	$5.82	$11.64	Yes
370106	WRIST/FOREARM SUPPORT, LT UNIV 10"	EA	DJ ORTHOPEDICS	79-87060	2	$8.76	$17.52	Yes
410112	WRIST SUPPORT, CTS RT SM	EA	DJ ORTHOPEDICS	79-87153	1	$5.82	$5.82	Yes
290084	WRIST SUPPORT, CARPAL TUNNEL RT XLG	EA	SCOTT SPECIALTIE	1378 BLA XLR	1	$10.12	$10.12	Yes
286525	WRIST SUPPORT, CARPAL TUNNEL W/TENSN STRAP RT LG	EA	SCOTT SPECIALTIE	1378 BLA LGR	1	$10.12	$10.12	Yes
210027	WRIST SUPPORT, CARPAL TUNNEL W/TENSN STRAP LT LG	EA	SCOTT SPECIALTIE	1378 BLA LGL	1	$10.12	$10.12	Yes
210028	WRIST SUPPORT, CARPAL TUNNEL W/TENSN STRAP LT XLG	EA	SCOTT SPECIALTIE	1378 BLA XLL	1	$10.12	$10.12	Yes
210026	WRIST SUPPORT, CARPAL TUNNEL W/TENSN STRAP LT MED	EA	SCOTT SPECIALTIE	1378 BLA MDL	1	$10.12	$10.12	Yes
184052	WRIST SPLINT, LEATHERETTE LOOP-LOCK WHT LT XLG 8"	EA	DEROYAL INDUSTRI	8745-10	2	$11.48	$22.96	Yes
314564	SHOULDER IMMOBILIZER, UNIV ECON	EA	DJ ORTHOPEDICS	79-96671	2	$12.69	$25.38	Yes
191107	WRIST SUPPORT, ELAS SLIP-ON SM	EA	DEROYAL INDUSTRI	5019-01	2	$5.92	$11.84	Yes
180344	WRIST SUPPORT, ELAS SLIP-ON MED	EA	DEROYAL INDUSTRI	5019-02	3	$5.92	$17.76	Yes
191108	WRIST SUPPORT, ELAS SLIP-ON LG	EA	DEROYAL INDUSTRI	5019-03	2	$5.92	$11.84	Yes
410209	CERVICAL COLLAR, FORM FIT MED	EA	DJ ORTHOPEDICS	79-83015	2	$3.36	$6.72	Yes
365366	SHOULDER IMMOBILIZER, CTN/POLY W/FOAM STRAPS LG	EA	DJ ORTHOPEDICS	79-84167	1	$6.45	$6.45	Yes
539205	SHOULDER IMMOBILIZER, ECON LG	EA	DJ ORTHOPEDICS	79-84347	1	$3.55	$3.55	Yes
475668	CRUTCH, ALUM WINGNUT YTH LF 4'8"-5'5" (8PR/CS)	EA	McKesson MedSurg	14-7012	1	$12.11	$12.11	Yes
475661	CRUTCH, ALUM PSH-BTN ADJ YTH LF PERFM (8PR/CS)	EA	McKesson MedSurg	14-902	1	$15.72	$15.72	Yes
475660	CRUTCH, ALUM PSH-BTN ADJ CHLD LF PERFM (8PR/CS)	EA	McKesson MedSurg	14-900	1	$15.95	$15.95	Yes
383121	WRIST SPLINT, METACARPAL PADDED RT LG	EA	DJ ORTHOPEDICS	79-71157	1	$7.22	$7.22	Yes
369602	KNEE IMMOBILIZER, LG 20"	EA	DJ ORTHOPEDICS	79-96737	1	$13.28	$13.28	Yes
369603	KNEE IMMOBILIZER, XLG 20"	EA	DJ ORTHOPEDICS	79-96738	1	$13.28	$13.28	Yes
241681	KNEE SPLINT, SUPER LG 16"	EA	DJ ORTHOPEDICS	79-80017	2	$15.03	$30.06	Yes
241680	KNEE SPLINT, SUPER MED 16"	EA	DJ ORTHOPEDICS	79-80015	2	$15.01	$30.02	Yes
410192	KNEE SPLINT, SUPER MED 20"	EA	DJ ORTHOPEDICS	79-80025	1	$16.07	$16.07	Yes
410191	KNEE SPLINT, SUPER SM 20"	EA	DJ ORTHOPEDICS	79-80023	1	$16.28	$16.28	Yes
209810	ANKLE BRACE, STD LT	EA	DJ ORTHOPEDICS	02AL	2	$28.16	$56.32	Yes
380411	FINGER COT, ALUM PADDED 3 1/4" (12/PK)	EA	DJ ORTHOPEDICS	79-71907	2	$0.86	$1.72	Yes
380412	FINGER COT, ALUM PADDED 2 1/4" (12/PK)	EA	DJ ORTHOPEDICS	79-71905	1	$0.86	$0.86	Yes
180329	FINGER SPLINT, STAX SZ7	EA	DEROYAL INDUSTRI	9121-08	3	$3.03	$9.09	Yes
415824	FINGER SPLINT, STAX 6 (6/PK)	EA	BROWN MEDICAL IN	10707	1	$1.13	$1.13	Yes

415820	FINGER SPLINT, STAX 2 (6/PK)	EA	BROWN MEDICAL IN	10702	1	$1.13	$1.13	Yes
415819	FINGER SPLINT, STAX 1 (6/PK)	EA	BROWN MEDICAL IN	10701	1	$1.13	$1.13	Yes
410081	WRIST/FOREARM SPLINT, COLLES PADDED RT LG	EA	DJ ORTHOPEDICS	79-72127	1	$4.97	$4.97	Yes
383122	WRIST SPLINT, METACARPAL PADDED LT LG	EA	DJ ORTHOPEDICS	79-71177	1	$7.22	$7.22	Yes
410157	SHOE, POST-OP VELCRO OPEN-TOE MALE SM	EA	DJ ORTHOPEDICS	79-90183	1	$5.21	$5.21	Yes
410159	SHOE, POST-OP VELCRO OPEN-TOE MALE LG	EA	DJ ORTHOPEDICS	79-90187	1	$5.21	$5.21	Yes
381408	SHOE, POST-OP VELCRO OPEN-TOE MALE XLG	EA	DJ ORTHOPEDICS	79-90188	1	$5.21	$5.21	Yes
584893	ANKLE BRACE, AIRCELLS PED	EA	DJ ORTHOPEDICS	0272	2	$4.02	$8.04	Yes
302282	BANDAGE, NET HAND/ANK/WRIST SZ3	EA	CARDINAL HEALTHC	23676-030	1	$28.35	$28.35	Yes
450915	BANDAGE, ELAS NET SURGILAST SZ4 25YDS	EA	DERMA SCIENCES,	GL704	1	$3.83	$3.83	Yes
302280	BANDAGE, NET FNGR/TOES MED SZ1	EA	CARDINAL HEALTHC	23676-010	1	$23.36	$23.36	Yes
586904	CONTAINER, SHARPS STACKABLE RED 1QT (72/CS)	EA	McKesson MedSurg	101-8702	15	$1.27	$19.05	Yes
571226	TEST KIT, PREGNANCY HCG SERUM/URINE 25MIU (25/KT)	EA	McKesson MedSurg	32-202	48	$21.97	$1,054.56	Yes
629751	CATHETER, IV INTROCAN SAFETY PUR 22GX1" (50/BX)	EA	B. BRAUN MEDICAL	4251628-02	2	$2.26	$4.51	Yes
629752	CATHETER, IV INTROCAN SAFETY PUR 20GX1" (50/BX)	EA	B. BRAUN MEDICAL	4251652-02	3	$2.43	$7.29	Yes
242538	NEEDLE, HUBER 20GX1 (20/CS) HW2016HRF	EA	B. BRAUN MEDICAL	471732	5	$2.50	$12.49	Yes
276898	ADAPTER, VIAL UNIV (120/8X 2BX/CS)	EA	BAXTER HEALTHCAR	2N3395	1	$1.47	$1.47	Yes
352234	PROCRIT, VL 4,000U/ML 1ML (25/BX)	EA	MCKESSON PHARMAC	59676030402	1	$135.92	$135.92	Yes
447753	BAG, PAT PERFM DRWSTRNG 20X20X4 WHT (250/CS)	EA	McKesson MedSurg	30421100	12	$0.26	$3.17	Yes
273150	IV ADMIN SET, CONTINU-FLO LL 60DPM (48/CS)	EA	BAXTER HEALTHCAR	2C6546	1	$3.38	$3.38	Yes
506871	PRIMARY SET, 15DROP 3SITE 112" (50/CS)	EA	ICU MEDICAL INC.	B9900-175	2	$2.92	$5.83	Yes
151395	BAG, URINE DRN ICV (20/CS)	EA	CR BARD UROLOGIC	154004	3	$4.97	$14.90	Yes
368515	BAG, LEG DISP MED 19OZ (12/BX)	EA	CR BARD UROLOGIC	150102	1	$2.02	$2.02	Yes
10213	STOCKING, ANTI-EMBOLISM REG KNEE XLG	EA	KENDALL HEALTHCA	7604	5	$3.90	$19.50	Yes
10193	STOCKING, ANTI-EMBOLISM REG KNEE MED	EA	KENDALL HEALTHCA	7115	3	$3.90	$11.70	Yes
10191	STOCKING, ANTI-EMBOLISM REG KNEE SM	EA	KENDALL HEALTHCA	7071	6	$3.90	$23.40	Yes
282810	ICE PACK, W/TIES LG (20/BX2BX/CS) 55-210	EA	KIMBERLY CLARK	33630	1	$2.00	$2.00	Yes
329692	ICE PACK, STAY DRY LG (25/BX) 11427-010	EA	KIMBERLY CLARK	33500	1	$1.82	$1.82	Yes
54980	BUCKET, ENEMA W/SOAP DISP N/S (50/CS)	EA	KENDALL HEALTHCA	145546	14	$1.02	$14.22	Yes
473850	ENEMA BAG SET, LF W/SOAP/CLAMP/DRAPE (50/CS)	EA	McKesson MedSurg	16-5810	10	$1.27	$12.70	Yes
414430	IV ADMIN SET, PRIM ULTRA 15DRP W/3INJ SITES(50/CS)	EA	B. BRAUN MEDICAL	375100	28	$4.79	$134.22	Yes
446037	SPONGE, GZE 2"X2" 8PLY PERFM+ N/S (200/PK)	EA	McKesson MedSurg	22802000	5	$0.01	$0.07	Yes
139573	COVER, TABLE BACK EVOL REINF (28/CS)	EA	KIMBERLY CLARK	89611	7	$2.58	$18.04	Yes
347105	DRAPE, LOWER EXTREMITY W/ARMBRD (12/CS)	EA	KIMBERLY CLARK	89016	7	$11.92	$83.41	Yes
471947	DRAPE, SURG REVERSE FOLD (40/CS)	EA	KIMBERLY CLARK	89124	31	$2.26	$69.91	Yes
217166	GOWN, SURG ULTRA REINF BLU LG (30/CS)	EA	KIMBERLY CLARK	95211	18	$4.02	$72.29	Yes

341561	SKIN PREP TRAY, PVP-1 (20/CS)	EA	CAREFUSION 213 L	4468	9	$3.68	$33.13	Yes
141695	BASIC PACK, V (8/CS)	EA	KIMBERLY CLARK	88151	9	$14.46	$130.17	Yes
139800	SHEET, LAP W/ARMBOARD CVR (15/CS)	EA	KIMBERLY CLARK	89221	18	$8.28	$148.96	Yes
269559	DRAPE, OPTIMA NEONATE (20/CS)	EA	CARDINAL HEALTHC	29494	6	$4.54	$27.26	Yes
314239	SHEET, EENT SPLIT 76"X124" (10/CS)	EA	KIMBERLY CLARK	89358	9	$7.62	$68.62	Yes
463996	DRAPE, LAP/PELVIS W/FLUID POUCH(10/CS)	EA	KIMBERLY CLARK	89219	12	$25.03	$300.38	Yes
446059	PAD, ABD 8X10" STR LF PERFM+ (1/PK 24PK/BX)	EA	McKesson MedSurg	16-4254	31	$0.27	$8.24	Yes
315909	SPONGE, NEURO STR 1"X3" (20/CS)	EA	DEROYAL INDUSTRI	30-060	4	$4.24	$16.97	Yes
502210	BANDAGE, CNFRM STRCH 1" STR LF PERFM (24RL/BG 4BG/	EA	McKesson MedSurg	16-4151	22	$7.11	$156.42	Yes
373771	BANDAGE, CNFRM STRCH 2" STR LF PERFM (12RL/BX)	EA	McKesson MedSurg	16-4152	8	$0.35	$2.81	Yes
486157	BANDAGE, CNFRM STRCH 4" STR LF PERFM+ (12/BG 8BG/C	EA	McKesson MedSurg	16-41574	4	$5.64	$22.56	Yes
486156	BANDAGE, CNFRM STRCH 3" STR LF PERFM+ (12/BG 8BG/C	EA	McKesson MedSurg	16-41573	5	$4.12	$20.60	Yes
446053	SPONGE, SUPR 6"X6 3/4" MED PERFM+ STR LF (2/PK 20P	EA	McKesson MedSurg	16-42626	42	$0.70	$29.38	Yes
504901	DRESSING, TRANSP FRAME DELIV 4"X4 3/4" (50/BX 4BX	EA	McKesson MedSurg	61-83045	42	$0.97	$40.77	Yes
459362	CLOSURE, SKIN REINF LF 1/2X4" (6/PK 50PK/BX)	EA	McKesson MedSurg	19-75147	26	$1.15	$29.81	Yes
277604	ELECTRODE, NEEDLE DISP 1"	EA	KENDALL HEALTHCA	E1552	22	$2.22	$48.84	Yes
160874	TUBING, CONN N/C STR 1/4"X12' (20/CS)	EA	KENDALL HEALTHCA	8888301622	17	$1.12	$18.96	Yes
362275	PREP GEL, PREVAIL PREOP(50/CS)	EA	CAREFUSION 213 L	4VAIL	25	$6.05	$151.15	Yes
291446	SPONGE, LAP 18X18 STR PW (5/PK 40PK/CS)	EA	McKesson MedSurg	16-2118181	17	$1.38	$23.46	Yes
472514	SPONGE, XRAY STR 4"X4" 16PLY STR LF PERFM(10/TR 72	EA	McKesson MedSurg	16-42446	13	$1.09	$14.17	Yes
460834	STOCKINETTE, IMPERV STR PERFM 12"X48" (10/CS)	EA	McKesson MedSurg	16-3M-1248	8	$6.70	$53.64	Yes
460836	STOCKINETTE, IMPERV STR PERFM 9"X48" (12/CS)	EA	McKesson MedSurg	16-3M-948	5	$5.70	$28.48	Yes
141192	COVER, MAYO STAND REINF 23"X54" (54/CS)	EA	KIMBERLY CLARK	89601	6	$1.55	$9.30	Yes
545585	MARKER, SKIN REG STR LF PERFM+RULER/LABELS (50/CS)	EA	McKesson MedSurg	19-0752	23	$0.80	$18.35	Yes
348520	SYRINGE, EAR BULB STR 2OZ (50/CS)	EA	McKesson MedSurg	25-402	8	$0.97	$7.76	Yes
487857	CAUTERY TIP CLEANER, STR LF PERFM+ (35/BX 10BX/CS)	EA	McKesson MedSurg	19-32001	36	$0.41	$14.62	Yes
500918	PENCIL, ELECTROSURG HAND CONTROL (20/BX 2BX/CS)	EA	CONMED	130307A	19	$3.67	$69.73	Yes
427906	GLOVE, SURG LTX PF MICRO SZ6 1/2 (40PR/BX)	EA	CARDINAL HEALTHC	2D72NT65	80	$1.05	$84.36	Yes
427907	GLOVE, SURG LTX PF MICRO SZ7 (40PR/BX)	EA	CARDINAL HEALTHC	2D72NT70	40	$1.05	$42.18	Yes
427908	GLOVE, SURG LTX PF MICRO SZ7 1/2 (40PR/BX)	EA	CARDINAL HEALTHC	2D72NT75	280	$1.18	$329.35	Yes
646102	GLOVE, SURG STR POLYISO LF PF SZ8 (40PR/BX 4BX/CS)	EA	McKesson MedSurg	20-2080	80	$2.85	$227.70	Yes
503927	CONTAINER, SPEC STR W/LID UNWRPD 4OZ (75/BG)	EA	McKesson MedSurg	16-9542	13	$0.26	$3.36	Yes
151395	BAG, URINE DRN ICV (20/CS)	EA	CR BARD UROLOGIC	154004	5	$4.97	$24.83	Yes
471793	BANDAGE, ELAS SLF-CLSR PREM STR LF 4" (36/CS)	EA	McKesson MedSurg	16-1033-4-STR	13	$4.45	$57.85	Yes
471794	BANDAGE, ELAS SLF-CLSR PREM STR LF 6" (36/CS)	EA	McKesson MedSurg	16-1033-6-STR	3	$3.78	$11.34	Yes
471792	BANDAGE, ELAS SLF-CLSR PREM STR LF 3" (36/CS)	EA	McKesson MedSurg	16-1033-3-STR	10	$2.86	$28.60	Yes

471791	BANDAGE, ELAS SLF-CLSR PREM STR LF 2" (36/CS)	EA	McKesson MedSurg	16-1033-2-STR	8	$2.14	$17.12	Yes
372747	BANDAGE, ESMARK LF PERFM STR 6"X12' (20/CS)	EA	McKesson MedSurg	16-50612	12	$5.36	$64.37	Yes
191327	MESH, PROLENE 12"X12" (3/BX)	EA	J & J HEALTHCARE	PML	3	$361.53	$1,084.60	Yes
280938	DECANTER, VIAL (50/CS)	EA	ADVANCE MEDICAL	10-106	8	$2.38	$19.04	Yes
146193	PADDING, CAST WEBRIL STR 3"X4YDS (50RL/CS)	EA	KENDALL HEALTHCA	2394	5	$0.87	$4.35	Yes
354147	PADDING, CAST STR (36/CS)	EA	CARDINAL HEALTHC	23626-540	2	$4.08	$8.15	Yes
187708	PADDING, CAST STR 6"X4YDS (24/CS)	EA	KENDALL HEALTHCA	2944	6	$2.86	$17.15	Yes
172312	BANDAGE, COBAN ELAS TAN 2"X5YDS (36/BX)	EA	3M HEALTH CARE	1582	21	$1.51	$31.71	Yes
520555	BANDAGE, COHESIVE PERFM STR LF TAN 3" (24/CS)	EA	McKesson MedSurg	16-53343	4	$3.20	$12.82	Yes
520554	BANDAGE, COHESIVE PERFM STR LF TAN 6" (12/CS)	EA	McKesson MedSurg	16-53646	26	$9.68	$251.72	Yes
272661	TUBING, INSUFFLATION (10/CS)	EA	CONMED	60-6050-099	5	$7.34	$36.70	Yes
167051	STAPLER, SKIN PRECISE PISTOL GRIP (6/BX)	EA	3M HEALTH CARE	PGX-35W	6	$8.74	$52.42	Yes
488942	DRESSING, PETROLATM GZE 3X9 STR(12/BX 6BX/CS)PERFM	EA	McKesson MedSurg	61-20056	10	$0.65	$6.46	Yes
488939	DRESSING, OIL EMULSION 3X3 STR (50/BX 12BX/CS)PERM	EA	McKesson MedSurg	61-77041	21	$0.33	$6.99	Yes
214895	CONNECTOR, 5IN1 STR (25/BX)	EA	BUSSE HOSPITAL D	501	12	$0.37	$4.42	Yes
199996	BLADE, SURGICAL S/S STR #10 (50/BX)	EA	ASPEN SURGICAL P	371210	11	$0.28	$3.13	Yes
199997	BLADE, SURGICAL S/S STR #11 (50/BX)	EA	ASPEN SURGICAL P	371211	17	$0.28	$4.83	Yes
199999	BLADE, SURGICAL S/S STR #15 (50/BX)	EA	ASPEN SURGICAL P	371215	14	$0.28	$3.98	Yes
13393	DRAIN, PENROSE STR 1/2"X12" (50/BX)	EA	CR BARD UROLOGIC	0912030	12	$0.48	$5.76	Yes
232309	TUBE, TRACH UNCUFF 6.0MM (10/BX)	EA	MALLINCKRODT	86229	10	$1.32	$13.22	Yes
232307	TUBE, TRACH UNCUFF 5.0MM (10/BX)	EA	MALLINCKRODT	86227	10	$1.32	$13.20	Yes
270239	CONNECTOR, DOUBLE SWIVEL W/FO PORTC (25/BX)	EA	TELEFLEX MEDICAL	5-15401	25	$4.33	$108.32	Yes
232283	STYLET, INTUBATION 14FR (20/BX)	EA	MALLINCKRODT	85865	31	$2.86	$88.66	Yes
291889	TUBE, MURPHY TRACH 5.0MM (10/BX)	EA	MALLINCKRODT	86387	7	$10.51	$73.59	Yes
127230	SYRINGE, LL 10CC (100/BX)	EA	BECTON DICKINSON	309604	100	$0.11	$10.70	Yes
626574	SYRINGE, TB LS W/O NDL 1CC (100/BX 10BX/CS)	EA	McKesson MedSurg	102-ST1C	100	$0.09	$8.71	Yes
225941	PAD, REMOVER NAIL POLISH (100/BX)	EA	McKesson MedSurg	58-120	100	$0.03	$2.61	Yes
127569	PAD, ALCOHOL PREP MED (200/BX)	EA	McKesson MedSurg	58-104	300	$0.01	$2.26	Yes
543521	MASK, OXY MED CONC ADLT ELONG 7'TB (50/CS)	EA	McKesson MedSurg	86-102E	46	$0.74	$34.04	Yes
363434	UNDERPAD, POLY PCH (100/CS)	EA	FIRST QUALITY PR	UP-100	40	$0.36	$14.51	Yes
126956	UNDERPAD, STD 23X36 (10/BG 10BG/CS)	EA	KENDALL HEALTHCA	982B10	62	$0.32	$20.00	Yes
497383	CUP, DENTURE TEAL W/OPAQ LID 8OZ LF (25/SL 10SL/CS	EA	McKesson MedSurg	16-9524	100	$0.21	$20.60	Yes
418298	MASK, FACE PROC FLSHLD W/EARLP ORG (40/BX 10BX/CS)	EA	KIMBERLY CLARK	47107	80	$0.23	$18.58	Yes
307988	MASK, DUCKBILL W/FL S 47124-080375281	EA	KIMBERLY CLARK	48228	125	$0.91	$114.10	Yes
129676	SHEET, SPLIT EVOL (18/CS)	EA	KIMBERLY CLARK	89321	4	$6.23	$24.93	Yes
216241	ARTHROSCOPY PACK, II (6/CS)	EA	CARDINAL HEALTHC	9185	5	$51.03	$255.15	Yes

491460	WIPER, WYPALL L40 12.5"X13" (56/PK 18PK/CS)	EA	KIMBERLY CLARK	05701	336	$0.04	$13.32	Yes
148531	PADDING, CAST STR 4"X4YDS (50/CS)	EA	KENDALL HEALTHCA	2847	8	$1.27	$10.15	Yes
705230	LUBRICATING JELLY, SURGILUBE STR 4.25OZ (12/BX)	EA	MCKESSON PHARMAC	00281020537	9	$2.69	$24.21	Yes
475425	BITE BLOCK, LF (50/BX)	EA	CONMED	000429	42	$4.31	$181.04	Yes
382420	SUCTION TUBE, YANKAUER W/BULB (50/CS)	EA	MEDLINE INDUSTRI	DYND52130	5	$1.06	$5.30	Yes
5947	TAPE, ADHSV FOAM 3"X5 1/2YDS (4/BX)	EA	3M HEALTH CARE	1528-3	36	$5.03	$180.93	Yes
5768	TAPE, ADHSV PAPER MICROPORE 2"X10YDS (6/BX)	EA	3M HEALTH CARE	1530-2	22	$0.95	$20.97	Yes
455537	TAPE, ADHSV TRANSP LF 1"X10YDS (12RL/BX 12/CS)PERF	EA	McKesson MedSurg	16-47210	30	$0.86	$25.75	Yes
445219	CONTAINER, SPEC STR LID 4OZ (75/BG)	EA	McKesson MedSurg	51-4935	24	$0.16	$3.92	Yes
221475	URINAL, W/TRANSPARENT LID (50/CS)	EA	McKesson MedSurg	51-4701-75A	9	$1.16	$10.44	Yes
354432	GLOVE, EXAM LTX PF TEX SM (100/BX)	EA	McKesson MedSurg	14-414	800	$0.06	$51.76	Yes
206485	MASK, FACE SURG POUCH-STYLE W/TIES LF BLU (50/BX 6	EA	McKesson MedSurg	91-1200	250	$0.12	$31.00	Yes
465129	SPLINT, SCOTCHCAST ONE-STEP 4"X15" (10/BX)	EA	3M HEALTH CARE	76415A	4	$8.54	$34.18	Yes
447726	SPLINT, SCOTCHCAST ONE-STEP 4"X30" (5/CS)	EA	3M HEALTH CARE	76430	4	$16.36	$65.45	Yes
198262	TAPE, CAST SCOTCHCAST 2"X4YDS WHT (10RL/BX)	EA	3M HEALTH CARE	82002	40	$3.88	$155.36	Yes
201253	TAPE, CAST SCOTCHCAST 3"X4YDS BLK (10RL/BX)	EA	3M HEALTH CARE	82003A	8	$5.20	$41.63	Yes
198264	TAPE, CAST SCOTCHCAST 4"X4YDS WHT (10RL/BX)	EA	3M HEALTH CARE	82004	6	$6.49	$38.92	Yes
164497	PADDING, CAST STR 2"X4YDS (50RL/CS)	EA	KENDALL HEALTHCA	2283	2	$0.60	$1.21	Yes
457629	STOCKINETTE, TUBE CTN ORTHO PERFM 2"X25YD(12RL/CS)	EA	McKesson MedSurg	16-4T-225	1	$6.85	$6.85	Yes
457630	STOCKINETTE, TUBE CTN ORTHO PERFM 3"X25YD(12RL/CS)	EA	McKesson MedSurg	16-4T-325	1	$9.80	$9.80	Yes
457632	STOCKINETTE, TUBE CTN ORTHO PERFM 6"X25YD(6RL/CS)	EA	McKesson MedSurg	16-4T-625	2	$17.94	$35.88	Yes
4894	PADDING, CAST SPECIALIST 4"X4YDS (12/BG)	EA	BSN MEDICAL INC	9044	2	$0.74	$1.48	Yes
161730	WATER STR, IRR SOL 1000ML 16/CS	EA	B. BRAUN MEDICAL	R5000-01	31	$1.31	$40.61	Yes
161734	SOD CHL, IRR SOL 0.9 1000ML 16/CS	EA	B. BRAUN MEDICAL	R5200-01	13	$1.31	$17.03	Yes
457138	SOD CHL, IRR SOL 0.9 3000ML 4/CS	EA	BAXTER HEALTHCAR	2B7127	16	$7.66	$122.60	Yes
186662	LAC RING, IVSOL 1000ML 12/CS	EA	B. BRAUN MEDICAL	L7500	31	$1.65	$51.15	Yes
132516	WATER STR, IRR SOL 250ML 24/CS	EA	BAXTER HEALTHCAR	2F7112	63	$1.43	$90.25	Yes
230334	LAC RING, IRR SOL 3000ML 4/CS	EA	B. BRAUN MEDICAL	2B7487	16	$7.39	$118.20	Yes
543836	NEBULIZER, OPTI-MIST T MTH PC 6AER TB 7&APOS TB 50/C	EA	McKesson MedSurg	86-759E	32	$0.97	$31.14	Yes
368874	CIRCUIT, BREATHING DABC EXP STR-Y LF 20/BX	EA	SMITHS MEDICAL A	650904	22	$5.19	$114.24	Yes
232303	TUBE, TRACH UNCUFF 3.0MM 10/BX	EA	MALLINCKRODT	86223	10	$1.32	$13.22	Yes
232306	TUBE, TRACH UNCUFF 4.5MM 10/BX	EA	MALLINCKRODT	86226	10	$1.32	$13.22	Yes
291890	TUBE, MURPHY TRACH 6.0MM 10/BX	EA	MALLINCKRODT	86389	10	$10.51	$105.13	Yes
291889	TUBE, MURPHY TRACH 5.0MM 10/BX	EA	MALLINCKRODT	86387	10	$10.51	$105.13	Yes
232305	TUBE, TRACH UNCUFF 4.0MM 10/BX	EA	MALLINCKRODT	86225	10	$1.32	$13.22	Yes
241111	TUBE, MURPHY ENDOTRACH 4.5MM 10/BX	EA	MALLINCKRODT	86445	9	$1.79	$16.11	Yes

241112	TUBE, MURPHY ENDOTRACH 5.0MM 10/BX	EA	MALLINCKRODT	86446	4	$1.79	$7.16	Yes
241113	TUBE, MURPHY TRACH 5.5MM 10/BX	EA	MALLINCKRODT	86447	8	$1.79	$14.34	Yes
278370	TUBE, MURPHY TRACH 7.0MM 10/BX	EA	MALLINCKRODT	86450	9	$1.79	$16.08	Yes
232318	TUBE, TRACH RAE CUFF 7.0MM 10/BX	EA	MALLINCKRODT	86204	17	$5.74	$97.58	Yes
278372	TUBE, MURPHY TRACH 8.0MM 10/BX	EA	MALLINCKRODT	86452	12	$1.79	$21.44	Yes
291892	TUBE, MURPHY TRACH 9.0MM 10/BX	EA	MALLINCKRODT	86454	12	$1.79	$21.44	Yes
161244	TUBE, SALEM SUMP SIL STR 18FR 48 10/CS	EA	KENDALL HEALTHCA	8888265140	30	$14.21	$426.30	Yes
286513	AIRWAY, NASOPHARYN CATH 30FR 10/BX	EA	TELEFLEX MEDICAL	123330	5	$2.21	$11.04	Yes
341640	AIRWAY, NASOPHARYN CATH 24FR 10/BX	EA	TELEFLEX MEDICAL	123324	8	$2.21	$17.66	Yes
327347	AIRWAY, NASOPHARYN CATH 28FR 10/BX	EA	TELEFLEX MEDICAL	123328	3	$2.21	$6.62	Yes
232316	TUBE, TRACH RAE CUFF 6.0MM 10/BX	EA	MALLINCKRODT	86202	10	$5.74	$57.40	Yes
485075	AIRWAY, GUEDEL 70MM LF 1/PK 24PK/BX	EA	McKesson MedSurg	16-271G	6	$0.53	$3.19	Yes
485074	AIRWAY, GUEDEL 60MM LF 1/PK 24PK/BX	EA	McKesson MedSurg	16-261G	6	$0.54	$3.27	Yes
485078	AIRWAY, GUEDEL 100MM LF 1/PK 24PK/BX	EA	McKesson MedSurg	16-2101G	6	$0.50	$3.02	Yes
485070	AIRWAY, BERMAN 80MM LF 1/PK 24PK/BX	EA	McKesson MedSurg	16-281B	1	$0.31	$0.31	Yes
649118	SUCTION, YANKAUER RIGID BULB TIP VENT STR LF 50/C	EA	McKesson MedSurg	16-66201	22	$0.63	$13.82	Yes
283657	CATHETER, SCTN W/CNTRL 10FR 100/CS	EA	CAREFUSION SOLUT	T261C	62	$0.37	$22.94	Yes
543703	CANNULA, NASAL SOF-TOUCH CRVD TIP ADLT 7&APOSTB N/C	EA	McKesson MedSurg	86-3318E	62	$0.87	$53.72	Yes
543833	MASK, ANES FACE CLEAR-VUE+ ADLT LG 22MM 20/CS	EA	McKesson MedSurg	86-589E	8	$2.89	$23.14	Yes
543832	MASK, ANES FACE CLEAR-VUE+ ADLT MED 22MM 20/CS	EA	McKesson MedSurg	86-588E	36	$3.19	$114.86	Yes
543829	MASK, ANES FACE CLEAR-VUE+ INF 15MM 20/CS	EA	McKesson MedSurg	86-585E	23	$3.04	$69.85	Yes
167111	SYRINGE, LL 20CC 40/BX	EA	BECTON DICKINSON	309661	90	$0.28	$25.24	Yes
422240	SYRINGE, LL 60CC 40/CT 4CT/CS	EA	BECTON DICKINSON	309653	11	$0.48	$5.28	Yes
127230	SYRINGE, LL 10CC 100/BX	EA	BECTON DICKINSON	309604	85	$0.11	$9.10	Yes
434	NEEDLE, HYPO 18GX1 1/2 100/BX	EA	BECTON DICKINSON	305196	100	$0.05	$4.64	Yes
404	NEEDLE, HYPO 22GX1 1/2 100/BX	EA	BECTON DICKINSON	305156	100	$0.07	$6.66	Yes
399	NEEDLE, HYPO 25GX1 1/2 100/BX	EA	BECTON DICKINSON	305127	300	$0.07	$19.98	Yes
169343	NEEDLE, HYPO 27GX1 1/4 100/BX	EA	BECTON DICKINSON	305136	300	$0.10	$28.86	Yes
337531	SWABSTICK, IODOPHOR PVP TRPL 25/BX	EA	APLICARE INC	S-3101	200	$0.22	$43.60	Yes
543830	MASK, ANES FACE CLEAR-VUE+ CHLD 22MM 20/CS	EA	McKesson MedSurg	86-586E	42	$2.98	$125.12	Yes
586909	CONTAINER, SHARPS STACKABLE RED 8GL 10/CS	EA	McKesson MedSurg	101-8705	2	$13.70	$27.40	Yes
354433	GLOVE, EXAM LTX PF TEX MED 100/BX	EA	McKesson MedSurg	14-416	300	$0.06	$19.47	Yes
354432	GLOVE, EXAM LTX PF TEX SM 100/BX	EA	McKesson MedSurg	14-414	300	$0.06	$19.41	Yes
354439	GLOVE, EXAM VNYL PF MED 100/BX	EA	McKesson MedSurg	14-116	100	$0.05	$5.20	Yes
354434	GLOVE, EXAM LTX PF TEX LG 100/BX	EA	McKesson MedSurg	14-418	2	$0.06	$0.13	Yes
474851	RAZOR, DISP SHAVE PREP DBL EDGE LF 24/BX 6BX/CS	EA	McKesson MedSurg	16-RZ24	14	$0.37	$5.18	Yes

164497	PADDING, CAST STR 2X4YDS 50RL/CS	EA	KENDALL HEALTHCA	2283	44	$0.60	$26.61	Yes
473275	SUTURE, NYLON BLK MONO 10-5 HSL5 12/BX	EA	SURGICAL SPECIAL	AA-2510N	2	$6.31	$12.61	Yes
133302	SUTURE, ETHLON BLK MONO 9-0 TG160-6 12/BX	EA	J & J HEALTHCARE	7760G	11	$21.29	$234.15	Yes
135942	SUTURE, ETHLON BLK MONO 5-0 18 S-24 12/BX	EA	J & J HEALTHCARE	7731G	12	$13.39	$160.73	Yes
2814	SUTURE, SILK BLK BR 0 30 SH 36/BX	EA	J & J HEALTHCARE	K834H	30	$2.22	$66.68	Yes
2661	SUTURE, SILK BLK BR 2-0 18 FS 36/BX	EA	J & J HEALTHCARE	685H	28	$2.80	$78.35	Yes
2812	SUTURE, SILK BLK BR 2-0 30 SH 36/BX	EA	J & J HEALTHCARE	K833H	25	$2.18	$54.56	Yes
210684	SUTURE, ETHLON 10-0 12 CS160-8 12/BX	EA	J & J HEALTHCARE	9030G	12	$20.74	$248.93	Yes
3220	SUTURE, PROLENE BLU MONO 0 30 CT-1 36/BX	EA	J & J HEALTHCARE	8424H	34	$3.40	$115.77	Yes
130320	SUTURE, ETHLON BLK MONO 3-0 18 PS-2 36/BX	EA	J & J HEALTHCARE	1669H	6	$5.42	$32.50	Yes
143581	SUTURE, PROLENE BLU MONO 3-0 18 PS-2 36/BX	EA	J & J HEALTHCARE	8687H	15	$6.55	$98.30	Yes
3285	SUTURE, PROLENE BLU MONO 6-0 18 RB-2 36/BX	EA	J & J HEALTHCARE	8714H	30	$6.69	$200.78	Yes
2734	SUTURE, GUT PL 6-0 18 G-1 12/BX	EA	J & J HEALTHCARE	770G	5	$19.71	$98.54	Yes
2664	SUTURE, GUT CHR 5-0 18 P-3 12/BX	EA	J & J HEALTHCARE	687G	17	$7.89	$134.13	Yes
2162	SUTURE, GUT CHR 4-0 27 SH 36/BX	EA	J & J HEALTHCARE	G121H	27	$4.14	$111.78	Yes
3041	SUTURE, GUT PL 6-0 18 TG140-8 12/BX	EA	J & J HEALTHCARE	1735G	12	$27.38	$328.50	Yes
107059	SUTURE, VICRYL VIO BR CT 8-0 12 TG1408 12/BX	EA	J & J HEALTHCARE	J548G	12	$20.12	$241.41	Yes
649499	SUTURE, SURGIDAC WHT 5-0 18 SS-24 DBL ARM12/BX	EA	KENDALL HEALTHCA	D1764K	12	$24.34	$292.08	Yes
108212	SUTURE, VICRYL UD BR CT 6-0 18 S14 12/BX	EA	J & J HEALTHCARE	J670G	7	$16.09	$112.65	Yes
133103	SUTURE, VICRYL VIO BR CT 5-0 8 S14 12/BX	EA	J & J HEALTHCARE	J591G	8	$15.77	$126.18	Yes
130102	SUTURE, VICRYL VIO BR CT 2-0 27 UR6 36/BX	EA	J & J HEALTHCARE	J602H	46	$3.24	$148.89	Yes
114235	SUTURE, VICRYL UD BR CT 4-0 18 PS2 36/BX	EA	J & J HEALTHCARE	J496H	31	$5.97	$185.15	Yes
99165	SUTURE, VICRYL UD BR CT 0 27 CT1 36/BX	EA	J & J HEALTHCARE	J260H	30	$2.59	$77.83	Yes
99422	SUTURE, VICRYL UD BR CT 4-0 18 PS2 12/BX	EA	J & J HEALTHCARE	J496G	6	$5.97	$35.84	Yes
101290	SUTURE, VICRYL UD BR CT 2-0 27 SH 36/BX	EA	J & J HEALTHCARE	J417H	8	$2.58	$20.65	Yes
144506	SUTURE, VICRYL UD BR CT 2-0 27 CT2 36/BX	EA	J & J HEALTHCARE	J269H	7	$2.75	$19.27	Yes
101274	SUTURE, VICRYL UD BR CT 3-0 18 PS2 12/BX	EA	J & J HEALTHCARE	J497G	7	$5.86	$41.05	Yes
99421	SUTURE, VICRYL UD BR CT 4-0 18 P3 12/BX	EA	J & J HEALTHCARE	J494G	12	$5.88	$70.57	Yes
2996	SUTURE, ETHLON BLK MONO 4-0 18 PS-2 36/BX	EA	J & J HEALTHCARE	1667H	33	$6.05	$199.65	Yes
2995	SUTURE, ETHLON BLK MONO 5-0 18 PS-2 12/BX	EA	J & J HEALTHCARE	1666G	28	$5.42	$151.88	Yes
3026	SUTURE, ETHLON BLK MONO 6-0 18 P-3 12/BX	EA	J & J HEALTHCARE	1698G	16	$5.44	$87.04	Yes
217156	SUTURE, MONCRYL UD 4-0 18 PS-2 12/BX	EA	J & J HEALTHCARE	Y496G	12	$6.93	$83.13	Yes
217662	SUTURE, MONCRYL UD MONO 4-0 27 SH 36/BX	EA	J & J HEALTHCARE	Y415H	33	$2.79	$91.93	Yes
3292	SUTURE, PROLENE BLU MONO 2-0 30 SH 36/BX	EA	J & J HEALTHCARE	8833H	48	$3.15	$151.12	Yes
3278	SUTURE, PROLENE BLU MONO 5-0 18 P-3 12/BX	EA	J & J HEALTHCARE	8698G	12	$6.72	$80.68	Yes
144545	SUTURE, VICRYL UD BR CT 0 27 CT2 36/BX	EA	J & J HEALTHCARE	J270H	18	$2.69	$48.46	Yes

102909	SUTURE, VICRYL UD BR CT 3-0 27 CT2 36/BX	EA	J & J HEALTHCARE	J232H	28	$2.68	$75.02	Yes
99419	SUTURE, VICRYL UD BR CT 3-0 27" SH (36/BX)	EA	J & J HEALTHCARE	J416H	39	$2.59	$100.98	Yes
99167	SUTURE, VICRYL UD BR CT 3-0 54" (12/BX)	EA	J & J HEALTHCARE	J285G	14	$3.04	$42.60	Yes
114729	SUTURE, VICRYL UD BR CT 5-0 18" P3 (36/BX)	EA	J & J HEALTHCARE	J493H	35	$6.76	$236.78	Yes
108491	SUTURE, VICRYL VIO BR CT 0 27" UR6 (36/BX)	EA	J & J HEALTHCARE	J603H	22	$3.19	$70.22	Yes
						Total:	***$15,443.15***	

Purchase Date	Vendor Name	Description
Sep-99	Abbeon Cal	3 Hygrometer/Temp Indicator HTAB-169
Sep-99	American Medical	4 Lead Aprons 20515
Sep-99	American Medical	1 Set of Radiation Gloves 20801
Sep-99	American Medical	4 X-ray Illuminators 802R
Sep-99	American Medical	1 Lead Apron Rack 20837
Sep-99	American Medical	2 Thyroid Collars 20998
Sep-99	Cubicle Curtain Factory	2 Shower Curtains
Sep-99	Cubicle Curtain Factory	1 Cubicle Tract
Sep-99	Datascope Corporation	3 Monitors GMII - 0998-0-0143
Sep-99	Datascope Corporation	7 Monitors NRELX - 0998-00-0134-44
9/1/1999	Dukane	1 Nurse Call System NRELX - 0998-00-0134-44
Sep-99	EBI Medical Systems	3 Patient Rollers 913030
Sep-99	General Electric	1 Microwave
Sep-99	General Electric	1 Refrigerator
Sep-99	Graham Field	1 Narcotic Cabinet JE1340GY
Sep-99	Gendron	1 Regular Wheelchair 5810Q-33-93
Sep-99	Gendron	1 Wide Wheelchair 5810Q-33-93 01-12-0400
Sep-99	Hausted	13 stretchers
Sep-99	Hausted	1 hand table
Sep-99	Health-O-Meter	1 Scale-402KL
Sep-99	I-fill-Rom	12 Overbed tables 630-Wild Cherry
Sep-99	Hill-Rom	1 Vacuum System
3/29/1999	Hill-Rom	1 bedside cart with drawers
Sep-99	Hospital	1 RCA Television
Sep-99	Intermetro	Intermetro shelves #128
Sep-99	Intermetro	Intermetro shelves #139
Sep-99	Intermetro	Intermetro shelves #152
Sep-99	Intermetro	5 carts
Sep-99	Intermetro	1 Isolation cart

Purchase Date	Vendor Name	Description
Sep-99	Intermetro	1 suture rack
Sep-99	Intermetro	1 Emergency Cart
Sep-99	Intermetro	1 linen cart
Sep-99	Intermetro	3 anesthesia carts
Sep-99	JB Call & Company	2 Hampters 2010
Sep-99	Lucent	21 Phones (19 Single Line Phones; 2 Multiple Line Phones)
Sep-99	OEC	1 C-Arm
Sep-99 Sep-99	Ohmeda	3 Anesthesia Machines 1002-9083-000
Sep-99	Ohmeda	7 Regulators 6701-1224-901
	Ohmeda	7 Flow Meters 6701-1260-921
Sep-99	Pedigo Products	6 prep stands P-1015
Sep-99	Pedigo Products	3 kick buckets
	Pedigo Products	3 mayo tables
Sep-99	Pedigo Products	6 IV stands P-1076-2
Sep-99	Pedigo Products	3 double basins P-1079-55
Sep-99	Pedigo Products	5 chairs P-551-GS
Sep-99	Pedigo Products	5 tables SG-80-SS
Sep-99	Pedigo Products	1 Instrument table SG-93-SS
Sep-99	Physio Control	1 Monitor 803747 1 Life Pack 9 Defibrillator 803800-100LP9A
Sep-99	Ritter	1 Table 103-007
Sep-99	Ritter	4 DRs. Stools 125-001
Sep-99	Ritter	1 Exam light
Sep-99	Rubbermaid	1 Tilt Truck 1314
Sep-99	Rubbermaid	36 waste baskets 2543
Sep-99	Rubbermaid	4 waste baskets 2544
	Rubbermaid	4 mobile containers 2641 4 mobile containers 2645

Purchase Date	Vendor Name	Description
Sep-99	Rubbermaid	1 utility table 3355
Sep-99		1 sweeper
Sep-99	Rubbermaid	1 truck platform 4406
Sep-99	Rubbermaid	2 "Wet Floor" Signs 6114-77
Sep-99	Rubbermaid	2 4.5 gallon waste receptacles 6142
Sep-99	Rubbermaid	1 container 6145
Sep-99	Rubbermaid	1 housekeeping cart 6152/6153
Sep-99	Rubbermaid	1 26 quart mop bucket 7570
Sep-99	Rubbermaid	5 wastebaskets 7570/6123
Sep-99	Sage	2 Sharps Disposal Systems 8160
Sep-99	Scotsman	Commercial Ice 8516-1H
Sep-99	SIS	1 Computer System (includes hardware)
Sep-99	Steris	2 Warming Cabinets DJ04-112013
Sep-99	Steris	2 Chemical Sterilizers P1000
Sep-99	Steris	1 Hi/Vac Sterilizer FS22-230-01
3/30/1999	Steris	1 Flash Sterilizer FS12-130-01
3/30/1999	Steris	3 Surgical Lights QL03-25
3/30/1999	Steris	3 Light Controllers QL00-002-5
3/30/1999	Steris	1 Washer Sterilizer FL03242
3/30/1999	Steris	1 Tray Container C1220
3/30/1999	Steris	1 UL Ultrasonic Cleaner BY66-150-141
3/30/1999	Steris	3 Surgical Tables RTIS-727-00-02
Sep-99	Steris	3 Table X-ray Tops BF14-500
3/30/1999	Steris	6 Arm Boards BF80-200
Sep-99	Steris	1 Leg Holder BF05-400

Purchase Date	Vendor Name	Description
Sep-99	Steris	3 Bed Sockets BF08-300
Sep-99	Steris	3 Restraint straps BF08-800
Sep-99	Steris	1 Computer System Software
Sep-99	Stryker	Cast cutter & cast vacuum
Sep-99	Stryker	1 hand drill/mini driver
Sep-99	Stryker	Laparoscopic equipment and Instruments
Sep-99	Valley Lab	3 Force 2
Sep-99		4 Lounge Chairs
Sep-99	Welch Allyn	Ophthalmoscope / Otoscope / charger ETC 01950-200
Sep-99	Welch Allyn	Ophthalmoscope / Otoscope / charger ETC 01950-200
Sep-99	Zimmer	1 Tourniquet 60-2000-103
Sep-99	JM Keckler	1 Sphygmomanometer
Sep-99	JM Keckler	1 Head Light
Sep-99	JM Keckler	1 Shoulder Holder
Oct-09	Zeiss	2 Microscopes
Oct-06	Alcon	2 Infinity Phaco Machines
Sep-99	Alcon	1 Yag Laser, 3000LX
Sep-99	MSI, Storz, Etc.	Eye Instruments
Sep-99	Many brands	Other Instruments
Sep-99	Pentex	GI equipment
Sep-99	Burtor	1 Exam Light
Sep-99	Gomco	2 Suction Aspirators (portable)
Present		additional equipment estimate
Present		additional equipment estimate
2010	Streamline	1 Treatment table (pain management)
2003	Sears	2 Under counter refrigerators
	Multiple brands	Office Items: 4 Desks 8 Tablets 9 Computers 1 Server 3 Printers 8 File Cabinets 4 Book shelves 5 Cubicles 5 Tables Waiting room furniture

Schedule 1.1(a)

Legal Description of Real Property

EAST SIDE NORTH HALF NORTHEAST QUARTER NORTWEST QUARTER 17 20 11, EXCEPT 4,807 SQUARE FEET SOUTHWEST QUARTER

Parcel Number: 18-17-126-004

Old Parcel Number: 18-17-100-007-0060

Schedule 1.1(c)

Third Party Deposits and Prepaid Expenses

None.

Schedule 1.2

Retained Assets

None, other than the following:

(a) all accounts receivable of the Business ("Accounts Receivable") and other rights of payment of Seller in respect of services performed at the Business through and including the Closing Date including accounts receivable of Seller arising from the rendering of services and provision of medicine, drugs and supplies to patients by Seller through the Closing Date and relating to Medicare, Medicaid or any other federal or state health benefits program and other third party patient claims of Seller due from beneficiaries or governmental third party payors;

(b) Any assets, revenue, or good will associated with "the Zebulon Group" and/or "zChart EMR", an electronic medical record software system that was originally developed and marketed by Danville HealthCare before it was spun off into a separate entity.

Schedule 1.3(c)

Other Assumed Liabilities and Obligations

None.

Schedule 1.8

Equipment Lease Agreements

1. Lease Agreement between Danville HealthCare, L.L.C. and DTI Office Solutions dated September 8, 2011.

Schedule 3.4

Allocation of Consideration

(See Attached)

Form **8594**
(Rev. February 2006)
Department of the Treasury
Internal Revenue Service

Asset Acquisition Statement
Under Section 1060

▶ Attach to your income tax return. ▶ See separate instructions.

OMB No. 1545-1021

Attachment Sequence No. **61**

Name as shown on return
Danville HealthCare, LLC,
Thomas J. Pliura and Pam H. Pliura, Individually

Identifying number as shown on return
37-1366956,
321-52-3005, 470-80-0771

Check the box that identifies you:
☐ Purchaser ☒ Seller

Part I General Information

1 Name of other party to the transaction
Vermilion County Surgery Center, LLC

Other party's identifying number

Address (number, street, and room or suite no.)
812 North Logan Avenue

City or town, state, and ZIP code
Danville, IL 61832

2 Date of sale

3 Total sales price (consideration)
4,600,000.00

Part II Original Statement of Assets Transferred

4 Assets	Aggregate fair market value (actual amount for Class I)	Allocation of sales price
Class I	$ 0.00	$ 0.00
Class II	$ 0.00	$ 0.00
Class III	$ 0.00	$ 0.00
Class IV	$ 15,000.00	$ 15,000.00
Class V	$ 1,985,000.00	$ 1,985,000.00
Class VI and VII	$ 2,600,000.00	$ 2,600,000.00
Total	$ 4,600,000.00	$ 4,600,000.00

5 Did the purchaser and seller provide for an allocation of the sales price in the sales contract or in another written document signed by both parties? . . . . . ☒ Yes ☐ No

If "Yes," are the aggregate fair market values (FMV) listed for each of asset Classes I, II, III, IV, V, VI, and VII the amounts agreed upon in your sales contract or in a separate written document? . . . . . ☒ Yes ☐ No

6 In the purchase of the group of assets (or stock), did the purchaser also purchase a license or a covenant not to compete, or enter into a lease agreement, employment contract, management contract, or similar arrangement with the seller (or managers, directors, owners, or employees of the seller)? . . . . . ☒ Yes ☐ No

If "Yes," attach a schedule that specifies (a) the type of agreement and (b) the maximum amount of consideration (not including interest) paid or to be paid under the agreement. See instructions.

For Paperwork Reduction Act Notice, see separate instructions. Form **8594** (Rev. 2-2006)

Part II, Line 6

Covenant Not to Compete, 25 mile radius, 3 year term 25,000.00

ISA
STF FED6841F.1

Schedule 4.1

Due Diligence Materials

1. Lien release for Alcon Infinity Phaco Machines.

2. Loan agreement with regards to the promissory note with Heartland Bank and Trust Company dated February 14, 2009.

3. Promissory note with Heartland Bank & Trust Co. that grants a mortgage.

4. Medicare provider agreement for Danville HealthCare, L.L.C.

5. Environmental Phase 1 Survey.

6. Real Property Survey.

Schedule 5.3(a)

Permitted Title Exceptions

None.

Schedule 5.3(b)

Personal Property

(See Attached)

	Danville Healthcare total inventory count and line value: 11/15/2011							
Item	Description	UOM	Mfr	Mfr #	Quantity	Unit Price	Line Value	McKesson Item
302583	ARM SLING, DLX CTN/POLY W/PAD XLG	EA	DJ ORTHOPEDICS	79-84008	2	$4.67	$9.34	Yes
380605	ARM SLING, VOGUE W/PADDED WIDE STRAP BLU LG	EA	DJ ORTHOPEDICS	79-84157	1	$3.44	$3.44	Yes
381417	ARM SLING, VOGUE W/PADDED WIDE STRAP BLU MED	EA	DJ ORTHOPEDICS	79-84155	1	$3.44	$3.44	Yes
410162	SHOE, POST-OP VELCRO OPEN-TOE FML LG	EA	DJ ORTHOPEDICS	79-90197	1	$5.64	$5.64	Yes
410158	SHOE, POST-OP VELCRO OPEN-TOE MALE MED	EA	DJ ORTHOPEDICS	79-90185	2	$5.21	$10.42	Yes
381490	WRIST SPLINT, COCK-UP LOOP-LOCK RT LG 6"	EA	DJ ORTHOPEDICS	79-87367	1	$6.41	$6.41	Yes
184051	WRIST SPLINT, LEATHERETTE LOOP-LOCK WHT LT LG 8"	EA	DEROYAL INDUSTRI	8745-09	4	$11.48	$45.92	Yes
184050	WRIST SPLINT, LEATHERETTE LOOP-LOCK WHT LT MED 8"	EA	DEROYAL INDUSTRI	8745-08	2	$11.48	$22.96	Yes
184049	WRIST SPLINT, LEATHERETTE LOOP-LOCK WHT LT SM 8"	EA	DEROYAL INDUSTRI	8745-07	1	$11.48	$11.48	Yes
184047	WRIST SPLINT, LEATHERETTE LOOP-LOCK WHT RT LG 8"	EA	DEROYAL INDUSTRI	8745-04	1	$11.48	$11.48	Yes
184046	WRIST SPLINT, LEATHERETTE LOOP-LOCK WHT RT MED 8"	EA	DEROYAL INDUSTRI	8745-03	1	$11.48	$11.48	Yes
184045	WRIST SPLINT, LEATHERETTE LOOP-LOCK WHT RT SM 8"	EA	DEROYAL INDUSTRI	8745-02	1	$11.48	$11.48	Yes
209424	WRIST SPLINT, LEATHERETTE LOOP-LOCK WHT RT XLG 8"	EA	DEROYAL INDUSTRI	8745-05	3	$11.48	$34.44	Yes
186068	WRIST SPLINT, LEATHERETTE LT LG	EA	DEROYAL INDUSTRI	5011-09	2	$10.39	$20.78	Yes
251600	WRIST/FOREARM SUPPORT, RT UNIV 10"	EA	DJ ORTHOPEDICS	79-87050	1	$8.76	$8.76	Yes
331830	THUMB SPLINT, SPICA RT LG/XLG 9"	EA	DJ ORTHOPEDICS	79-87117	1	$14.04	$14.04	Yes
251595	WRIST SPLINT, COCK-UP UNIV 7"	EA	DJ ORTHOPEDICS	79-87010	3	$6.62	$19.86	Yes
537919	ARM SLING, QUICK RELEASE SM	EA	DJ ORTHOPEDICS	79-84293	2	$4.69	$9.38	Yes
251620	WRIST BRACE, UNIV LG	EA	DJ ORTHOPEDICS	79-87097	2	$7.47	$14.94	Yes
381025	WRIST BRACE, ELAS RT XLG	EA	DJ ORTHOPEDICS	79-87078	2	$4.78	$9.56	Yes
370097	ELBOW SUPPORT, TENNIS W/FOAM BLADDER XLG	EA	DJ ORTHOPEDICS	79-81188	1	$18.54	$18.54	Yes
381018	WRIST BRACE, ELAS LT SM	EA	DJ ORTHOPEDICS	79-87083	1	$5.27	$5.27	Yes
286398	THUMB SPLINT, PERF SUEDE W/FLANNEL LINER UNIV 7"	EA	DJ ORTHOPEDICS	79-92170	2	$10.73	$21.46	Yes
331829	THUMB SPLINT, SPICA LT SM/MED 9"	EA	DJ ORTHOPEDICS	79-87114	1	$13.23	$13.23	Yes
331831	THUMB SPLINT, SPICA LT LG/XLG 9"	EA	DJ ORTHOPEDICS	79-87118	1	$13.23	$13.23	Yes
186065	WRIST SPLINT, LEATHERETTE RT LG	EA	DEROYAL INDUSTRI	5011-04	1	$10.39	$10.39	Yes
186073	THUMB SPLINT, ABDUCTED BWN LEATHERETTE ADJ UNIV	EA	DEROYAL INDUSTRI	5026-00	1	$8.39	$8.39	Yes
381061	WRIST SUPPORT, CTS LT XLG	EA	DJ ORTHOPEDICS	79-87168	2	$5.82	$11.64	Yes
279499	WRIST SUPPORT, LACE-UP RT LG 10"	EA	DJ ORTHOPEDICS	79-87227	1	$12.59	$12.59	Yes
381492	WRIST SPLINT, COCKUP LACE-UP LT PED 8"	EA	DJ ORTHOPEDICS	79-87391	1	$6.52	$6.52	Yes
368068	WRIST SPLINT, COCK-UP LACE-UP LT MED 6"	EA	DJ ORTHOPEDICS	79-87355	1	$5.91	$5.91	Yes
368069	WRIST SPLINT, COCK-UP LACE-UP LT LG 6"	EA	DJ ORTHOPEDICS	79-87357	3	$7.60	$22.80	Yes
410116	WRIST SUPPORT, CTS LT MED	EA	DJ ORTHOPEDICS	79-87165	1	$5.82	$5.82	Yes
410117	WRIST SUPPORT, CTS LT LG	EA	DJ ORTHOPEDICS	79-87167	1	$5.82	$5.82	Yes

158801	WRIST SPLINT, COLLES ALUM W/O FOAM LT LG	EA	DEROYAL INDUSTRI	9106-06	1	$9.25	$9.25	Yes
186067	WRIST SPLINT, LEATHERETTE LT MED	EA	DEROYAL INDUSTRI	5011-08	1	$10.39	$10.39	Yes
382908	WRIST SPLINT, COCK-UP LOOP-LOCK RT XLG 6"	EA	DJ ORTHOPEDICS	79-87368	1	$6.41	$6.41	Yes
380435	FINGER SPLINT, STRIP ALUM FOAM 1/2"X9" (12/PK)	EA	DJ ORTHOPEDICS	79-72030	2	$0.84	$1.68	Yes
368067	WRIST SPLINT, COCK-UP LACE-UP LT SM 6"	EA	DJ ORTHOPEDICS	79-87353	1	$7.60	$7.60	Yes
368052	WRIST SUPPORT, CTS RT MED	EA	DJ ORTHOPEDICS	79-87155	2	$5.82	$11.64	Yes
370106	WRIST/FOREARM SUPPORT, LT UNIV 10"	EA	DJ ORTHOPEDICS	79-87060	2	$8.76	$17.52	Yes
410112	WRIST SUPPORT, CTS RT SM	EA	DJ ORTHOPEDICS	79-87153	1	$5.82	$5.82	Yes
290084	WRIST SUPPORT, CARPAL TUNNEL RT XLG	EA	SCOTT SPECIALTIE	1378 BLA XLR	1	$10.12	$10.12	Yes
286525	WRIST SUPPORT, CARPAL TUNNEL W/TENSN STRAP RT LG	EA	SCOTT SPECIALTIE	1378 BLA LGR	1	$10.12	$10.12	Yes
210027	WRIST SUPPORT, CARPAL TUNNEL W/TENSN STRAP LT LG	EA	SCOTT SPECIALTIE	1378 BLA LGL	1	$10.12	$10.12	Yes
210028	WRIST SUPPORT, CARPAL TUNNEL W/TENSN STRAP LT XLG	EA	SCOTT SPECIALTIE	1378 BLA XLL	1	$10.12	$10.12	Yes
210026	WRIST SUPPORT, CARPAL TUNNEL W/TENSN STRAP LT MED	EA	SCOTT SPECIALTIE	1378 BLA MDL	1	$10.12	$10.12	Yes
184052	WRIST SPLINT, LEATHERETTE LOOP-LOCK WHT LT XLG 8"	EA	DEROYAL INDUSTRI	8745-10	2	$11.48	$22.96	Yes
314564	SHOULDER IMMOBILIZER, UNIV ECON	EA	DJ ORTHOPEDICS	79-96671	2	$12.69	$25.38	Yes
191107	WRIST SUPPORT, ELAS SLIP-ON SM	EA	DEROYAL INDUSTRI	5019-01	2	$5.92	$11.84	Yes
180344	WRIST SUPPORT, ELAS SLIP-ON MED	EA	DEROYAL INDUSTRI	5019-02	3	$5.92	$17.76	Yes
191108	WRIST SUPPORT, ELAS SLIP-ON LG	EA	DEROYAL INDUSTRI	5019-03	2	$5.92	$11.84	Yes
410209	CERVICAL COLLAR, FORM FIT MED	EA	DJ ORTHOPEDICS	79-83015	2	$3.36	$6.72	Yes
365366	SHOULDER IMMOBILIZER, CTN/POLY W/FOAM STRAPS LG	EA	DJ ORTHOPEDICS	79-84167	1	$6.45	$6.45	Yes
539205	SHOULDER IMMOBILIZER, ECON LG	EA	DJ ORTHOPEDICS	79-84347	1	$3.55	$3.55	Yes
475668	CRUTCH, ALUM WINGNUT YTH LF 4'8"-5'5" (8PR/CS)	EA	McKesson MedSurg	14-7012	1	$12.11	$12.11	Yes
475661	CRUTCH, ALUM PSH-BTN ADJ YTH LF PERFM (8PR/CS)	EA	McKesson MedSurg	14-902	1	$15.72	$15.72	Yes
475660	CRUTCH, ALUM PSH-BTN ADJ CHLD LF PERFM (8PR/CS)	EA	McKesson MedSurg	14-900	1	$15.95	$15.95	Yes
383121	WRIST SPLINT, METACARPAL PADDED RT LG	EA	DJ ORTHOPEDICS	79-71157	1	$7.22	$7.22	Yes
369602	KNEE IMMOBILIZER, LG 20"	EA	DJ ORTHOPEDICS	79-96737	1	$13.28	$13.28	Yes
369603	KNEE IMMOBILIZER, XLG 20"	EA	DJ ORTHOPEDICS	79-96738	1	$13.28	$13.28	Yes
241681	KNEE SPLINT, SUPER LG 16"	EA	DJ ORTHOPEDICS	79-80017	2	$15.03	$30.06	Yes
241680	KNEE SPLINT, SUPER MED 16"	EA	DJ ORTHOPEDICS	79-80015	2	$15.01	$30.02	Yes
410192	KNEE SPLINT, SUPER MED 20"	EA	DJ ORTHOPEDICS	79-80025	1	$16.07	$16.07	Yes
410191	KNEE SPLINT, SUPER SM 20"	EA	DJ ORTHOPEDICS	79-80023	1	$16.28	$16.28	Yes
209810	ANKLE BRACE, STD LT	EA	DJ ORTHOPEDICS	02AL	2	$28.16	$56.32	Yes
380411	FINGER COT, ALUM PADDED 3 1/4" (12/PK)	EA	DJ ORTHOPEDICS	79-71907	2	$0.86	$1.72	Yes
380412	FINGER COT, ALUM PADDED 2 1/4" (12/PK)	EA	DJ ORTHOPEDICS	79-71905	1	$0.86	$0.86	Yes
180329	FINGER SPLINT, STAX SZ7	EA	DEROYAL INDUSTRI	9121-08	3	$3.03	$9.09	Yes
415824	FINGER SPLINT, STAX 6 (6/PK)	EA	BROWN MEDICAL IN	10707	1	$1.13	$1.13	Yes

415820	FINGER SPLINT, STAX 2 (6/PK)	EA	BROWN MEDICAL IN	10702	1	$1.13	$1.13	Yes
415819	FINGER SPLINT, STAX 1 (6/PK)	EA	BROWN MEDICAL IN	10701	1	$1.13	$1.13	Yes
410081	WRIST/FOREARM SPLINT, COLLES PADDED RT LG	EA	DJ ORTHOPEDICS	79-72127	1	$4.97	$4.97	Yes
383122	WRIST SPLINT, METACARPAL PADDED LT LG	EA	DJ ORTHOPEDICS	79-71177	1	$7.22	$7.22	Yes
410157	SHOE, POST-OP VELCRO OPEN-TOE MALE SM	EA	DJ ORTHOPEDICS	79-90183	1	$5.21	$5.21	Yes
410159	SHOE, POST-OP VELCRO OPEN-TOE MALE LG	EA	DJ ORTHOPEDICS	79-90187	1	$5.21	$5.21	Yes
381408	SHOE, POST-OP VELCRO OPEN-TOE MALE XLG	EA	DJ ORTHOPEDICS	79-90188	1	$5.21	$5.21	Yes
584893	ANKLE BRACE, AIRCELLS PED	EA	DJ ORTHOPEDICS	0272	2	$4.02	$8.04	Yes
302282	BANDAGE, NET HAND/ANK/WRIST SZ3	EA	CARDINAL HEALTHC	23676-030	1	$28.35	$28.35	Yes
450915	BANDAGE, ELAS NET SURGILAST SZ4 25YDS	EA	DERMA SCIENCES,	GL704	1	$3.83	$3.83	Yes
302280	BANDAGE, NET FNGR/TOES MED SZ1	EA	CARDINAL HEALTHC	23676-010	1	$23.36	$23.36	Yes
586904	CONTAINER, SHARPS STACKABLE RED 1QT (72/CS)	EA	McKesson MedSurg	101-8702	15	$1.27	$19.05	Yes
571226	TEST KIT, PREGNANCY HCG SERUM/URINE 25MIU (25/KT)	EA	McKesson MedSurg	32-202	48	$21.97	$1,054.56	Yes
629751	CATHETER, IV INTROCAN SAFETY PUR 22GX1" (50/BX)	EA	B. BRAUN MEDICAL	4251628-02	2	$2.26	$4.51	Yes
629752	CATHETER, IV INTROCAN SAFETY PUR 20GX1" (50/BX)	EA	B. BRAUN MEDICAL	4251652-02	3	$2.43	$7.29	Yes
242538	NEEDLE, HUBER 20GX1 (20/CS) HW2016HRF	EA	B. BRAUN MEDICAL	471732	5	$2.50	$12.49	Yes
276898	ADAPTER, VIAL UNIV (120/BX 2BX/CS)	EA	BAXTER HEALTHCAR	2N3395	1	$1.47	$1.47	Yes
352234	PROCRIT, VL 4,000U/ML 1ML (25/BX)	EA	MCKESSON PHARMAC	59676030402	1	$135.92	$135.92	Yes
447753	BAG, PAT PERFM DRWSTRNG 20X20X4 WHT (250/CS)	EA	McKesson MedSurg	30421100	12	$0.26	$3.17	Yes
273150	IV ADMIN SET, CONTINU-FLO LL 60DPM (48/CS)	EA	BAXTER HEALTHCAR	2C6546	1	$3.38	$3.38	Yes
506871	PRIMARY SET, 15DROP 3SITE 112" (50/CS)	EA	ICU MEDICAL INC.	B9900-175	2	$2.92	$5.83	Yes
151395	BAG, URINE DRN ICV (20/CS)	EA	CR BARD UROLOGIC	154004	3	$4.97	$14.90	Yes
368515	BAG, LEG DISP MED 19OZ (12/BX)	EA	CR BARD UROLOGIC	150102	1	$2.02	$2.02	Yes
10213	STOCKING, ANTI-EMBOLISM REG KNEE XLG	EA	KENDALL HEALTHCA	7604	5	$3.90	$19.50	Yes
10193	STOCKING, ANTI-EMBOLISM REG KNEE MED	EA	KENDALL HEALTHCA	7115	3	$3.90	$11.70	Yes
10191	STOCKING, ANTI-EMBOLISM REG KNEE SM	EA	KENDALL HEALTHCA	7071	6	$3.90	$23.40	Yes
282810	ICE PACK, W/TIES LG (20/BX2BX/CS) 55-210	EA	KIMBERLY CLARK	33630	1	$2.00	$2.00	Yes
329692	ICE PACK, STAY DRY LG (25/BX) 11427-010	EA	KIMBERLY CLARK	33500	1	$1.82	$1.82	Yes
54980	BUCKET, ENEMA W/SOAP DISP N/S (50/CS)	EA	KENDALL HEALTHCA	145546	14	$1.02	$14.22	Yes
473850	ENEMA BAG SET, LF W/SOAP/CLAMP/DRAPE (50/CS)	EA	McKesson MedSurg	16-5810	10	$1.27	$12.70	Yes
414430	IV ADMIN SET, PRIM ULTRA 15DRP W/3INJ SITES(50/CS)	EA	B. BRAUN MEDICAL	375100	28	$4.79	$134.22	Yes
446037	SPONGE, GZE 2"X2" 8PLY PERFM+ N/S (200/PK)	EA	McKesson MedSurg	22802000	5	$0.01	$0.07	Yes
139573	COVER, TABLE BACK EVOL REINF (28/CS)	EA	KIMBERLY CLARK	89611	7	$2.58	$18.04	Yes
347105	DRAPE, LOWER EXTREMITY W/ARMBRD (12/CS)	EA	KIMBERLY CLARK	89016	7	$11.92	$83.41	Yes
471947	DRAPE, SURG REVERSE FOLD (40/CS)	EA	KIMBERLY CLARK	89124	31	$2.26	$69.91	Yes
217166	GOWN, SURG ULTRA REINF BLU LG (30/CS)	EA	KIMBERLY CLARK	95211	18	$4.02	$72.29	Yes

341561	SKIN PREP TRAY, PVP-1 (20/CS)	EA	CAREFUSION 213 L	4468	9	$3.68	$33.13	Yes
141695	BASIC PACK, V (8/CS)	EA	KIMBERLY CLARK	88151	9	$14.46	$130.17	Yes
139800	SHEET, LAP W/ARMBOARD CVR (15/CS)	EA	KIMBERLY CLARK	89221	18	$8.28	$148.96	Yes
269559	DRAPE, OPTIMA NEONATE (20/CS)	EA	CARDINAL HEALTHC	29494	6	$4.54	$27.26	Yes
314239	SHEET, EENT SPLIT 76"X124" (10/CS)	EA	KIMBERLY CLARK	89358	9	$7.62	$68.62	Yes
463996	DRAPE, LAP/PELVIS W/FLUID POUCH(10/CS)	EA	KIMBERLY CLARK	89219	12	$25.03	$300.38	Yes
446059	PAD, ABD 8X10" STR LF PERFM+ (1/PK 24PK/BX)	EA	McKesson MedSurg	16-4254	31	$0.27	$8.24	Yes
315909	SPONGE, NEURO STR 1"X3" (20/CS)	EA	DEROYAL INDUSTRI	30-060	4	$4.24	$16.97	Yes
502210	BANDAGE, CNFRM STRCH 1" STR LF PERFM (24RL/BG 4BG/	EA	McKesson MedSurg	16-4151	22	$7.11	$156.42	Yes
373771	BANDAGE, CNFRM STRCH 2" STR LF PERFM (12RL/BX)	EA	McKesson MedSurg	16-4152	8	$0.35	$2.81	Yes
486157	BANDAGE, CNFRM STRCH 4" STR LF PERFM+ (12/BG 8BG/C	EA	McKesson MedSurg	16-41574	4	$5.64	$22.56	Yes
486156	BANDAGE, CNFRM STRCH 3" STR LF PERFM+ (12/BG 8BG/C	EA	McKesson MedSurg	16-41573	5	$4.12	$20.60	Yes
446053	SPONGE, SUPR 6"X6 3/4" MED PERFM+ STR LF (2/PK 20P	EA	McKesson MedSurg	16-42626	42	$0.70	$29.38	Yes
504901	DRESSING, TRANSP FRAME DELIV 4"X4 3/4" (50/BX 4BX	EA	McKesson MedSurg	61-83045	42	$0.97	$40.77	Yes
459362	CLOSURE, SKIN REINF LF 1/2X4" (6/PK 50PK/BX)	EA	McKesson MedSurg	19-75147	26	$1.15	$29.81	Yes
277604	ELECTRODE, NEEDLE DISP 1"	EA	KENDALL HEALTHCA	E1552	22	$2.22	$48.84	Yes
160874	TUBING, CONN N/C STR 1/4"X12' (20/CS)	EA	KENDALL HEALTHCA	8888301622	17	$1.12	$18.96	Yes
362275	PREP GEL, PREVAIL PREOP(50/CS)	EA	CAREFUSION 213 L	4VAIL	25	$6.05	$151.15	Yes
291446	SPONGE, LAP 18X18 STR PW (5/PK 40PK/CS)	EA	McKesson MedSurg	16-2118181	17	$1.38	$23.46	Yes
472514	SPONGE, XRAY STR 4"X4" 16PLY STR LF PERFM(10/TR 72	EA	McKesson MedSurg	16-42446	13	$1.09	$14.17	Yes
460834	STOCKINETTE, IMPERV STR PERFM 12"X48" (10/CS)	EA	McKesson MedSurg	16-3M-1248	8	$6.70	$53.64	Yes
460836	STOCKINETTE, IMPERV STR PERFM 9"X48" (12/CS)	EA	McKesson MedSurg	16-3M-948	5	$5.70	$28.48	Yes
141192	COVER, MAYO STAND REINF 23"X54" (54/CS)	EA	KIMBERLY CLARK	89601	6	$1.55	$9.30	Yes
545585	MARKER, SKIN REG STR LF PERFM+RULER/LABELS (50/CS)	EA	McKesson MedSurg	19-0752	23	$0.80	$18.35	Yes
348520	SYRINGE, EAR BULB STR 2OZ (50/CS)	EA	McKesson MedSurg	25-402	8	$0.97	$7.76	Yes
487857	CAUTERY TIP CLEANER, STR LF PERFM+ (35/BX 10BX/CS)	EA	McKesson MedSurg	19-32001	36	$0.41	$14.62	Yes
500918	PENCIL, ELECTROSURG HAND CONTROL (20/BX 2BX/CS)	EA	CONMED	130307A	19	$3.67	$69.73	Yes
427906	GLOVE, SURG LTX PF MICRO SZ6 1/2 (40PR/BX)	EA	CARDINAL HEALTHC	2D72NT65	80	$1.05	$84.36	Yes
427907	GLOVE, SURG LTX PF MICRO SZ7 (40PR/BX)	EA	CARDINAL HEALTHC	2D72NT70	40	$1.05	$42.18	Yes
427908	GLOVE, SURG LTX PF MICRO SZ7 1/2 (40PR/BX)	EA	CARDINAL HEALTHC	2D72NT75	280	$1.18	$329.35	Yes
646102	GLOVE, SURG STR POLYISO LF PF SZ8 (40PR/BX 4BX/CS)	EA	McKesson MedSurg	20-2080	80	$2.85	$227.70	Yes
503927	CONTAINER, SPEC STR W/LID UNWRPD 4OZ (75/BG)	EA	McKesson MedSurg	16-9542	13	$0.26	$3.36	Yes
151395	BAG, URINE DRN ICV (20/CS)	EA	CR BARD UROLOGIC	154004	5	$4.97	$24.83	Yes
471793	BANDAGE, ELAS SLF-CLSR PREM STR LF 4" (36/CS)	EA	McKesson MedSurg	16-1033-4-STR	13	$4.45	$57.85	Yes
471794	BANDAGE, ELAS SLF-CLSR PREM STR LF 6" (36/CS)	EA	McKesson MedSurg	16-1033-6-STR	3	$3.78	$11.34	Yes
471792	BANDAGE, ELAS SLF-CLSR PREM STR LF 3" (36/CS)	EA	McKesson MedSurg	16-1033-3-STR	10	$2.86	$28.60	Yes

471791	BANDAGE, ELAS SLF-CLSR PREM STR LF 2" (36/CS)	EA	McKesson MedSurg	16-1033-2-STR	8	$2.14	$17.12	Yes
372747	BANDAGE, ESMARK LF PERFM STR 6"X12' (20/CS)	EA	McKesson MedSurg	16-50612	12	$5.36	$64.37	Yes
191327	MESH, PROLENE 12"X12" (3/BX)	EA	J & J HEALTHCARE	PML	3	$361.53	$1,084.60	Yes
280938	DECANTER, VIAL (50/CS)	EA	ADVANCE MEDICAL	10-106	8	$2.38	$19.04	Yes
146193	PADDING, CAST WEBRIL STR 3"X4YDS (50RL/CS)	EA	KENDALL HEALTHCA	2394	5	$0.87	$4.35	Yes
354147	PADDING, CAST STR (36/CS)	EA	CARDINAL HEALTHC	23626-540	2	$4.08	$8.15	Yes
187708	PADDING, CAST STR 6"X4YDS (24/CS)	EA	KENDALL HEALTHCA	2944	6	$2.86	$17.15	Yes
172312	BANDAGE, COBAN ELAS TAN 2"X5YDS (36/BX)	EA	3M HEALTH CARE	1582	21	$1.51	$31.71	Yes
520555	BANDAGE, COHESIVE PERFM STR LF TAN 3" (24/CS)	EA	McKesson MedSurg	16-53343	4	$3.20	$12.82	Yes
520554	BANDAGE, COHESIVE PERFM STR LF TAN 6" (12/CS)	EA	McKesson MedSurg	16-53646	26	$9.68	$251.72	Yes
272661	TUBING, INSUFFLATION (10/CS)	EA	CONMED	60-6050-099	5	$7.34	$36.70	Yes
167051	STAPLER, SKIN PRECISE PISTOL GRIP (6/BX)	EA	3M HEALTH CARE	PGX-35W	6	$8.74	$52.42	Yes
488942	DRESSING, PETROLATM GZE 3X9 STR(12/BX 6BX/CS)PERFM	EA	McKesson MedSurg	61-20056	10	$0.65	$6.46	Yes
488939	DRESSING, OIL EMULSION 3X3 STR (50/BX 12BX/CS)PERM	EA	McKesson MedSurg	61-77041	21	$0.33	$6.99	Yes
214895	CONNECTOR, 5IN1 STR (25/BX)	EA	BUSSE HOSPITAL D	501	12	$0.37	$4.42	Yes
199996	BLADE, SURGICAL S/S STR #10 (50/BX)	EA	ASPEN SURGICAL P	371210	11	$0.28	$3.13	Yes
199997	BLADE, SURGICAL S/S STR #11 (50/BX)	EA	ASPEN SURGICAL P	371211	17	$0.28	$4.83	Yes
199999	BLADE, SURGICAL S/S STR #15 (50/BX)	EA	ASPEN SURGICAL P	371215	14	$0.28	$3.98	Yes
13393	DRAIN, PENROSE STR 1/2"X12" (50/BX)	EA	CR BARD UROLOGIC	0912030	12	$0.48	$5.76	Yes
232309	TUBE, TRACH UNCUFF 6.0MM (10/BX)	EA	MALLINCKRODT	86229	10	$1.32	$13.22	Yes
232307	TUBE, TRACH UNCUFF 5.0MM (10/BX)	EA	MALLINCKRODT	86227	10	$1.32	$13.20	Yes
270239	CONNECTOR, DOUBLE SWIVEL W/FO PORTC (25/BX)	EA	TELEFLEX MEDICAL	5-15401	25	$4.33	$108.32	Yes
232283	STYLET, INTUBATION 14FR (20/BX)	EA	MALLINCKRODT	85865	31	$2.86	$88.66	Yes
291889	TUBE, MURPHY TRACH 5.0MM (10/BX)	EA	MALLINCKRODT	86387	7	$10.51	$73.59	Yes
127230	SYRINGE, LL 10CC (100/BX)	EA	BECTON DICKINSON	309604	100	$0.11	$10.70	Yes
626574	SYRINGE, TB LS W/O NDL 1CC (100/BX 10BX/CS)	EA	McKesson MedSurg	102-ST1C	100	$0.09	$8.71	Yes
225941	PAD, REMOVER NAIL POLISH (100/BX)	EA	McKesson MedSurg	58-120	100	$0.03	$2.61	Yes
127569	PAD, ALCOHOL PREP MED (200/BX)	EA	McKesson MedSurg	58-104	300	$0.01	$2.26	Yes
543521	MASK, OXY MED CONC ADLT ELONG 7'TB (50/CS)	EA	McKesson MedSurg	86-102E	46	$0.74	$34.04	Yes
363434	UNDERPAD, POLY PCH (100/CS)	EA	FIRST QUALITY PR	UP-100	40	$0.36	$14.51	Yes
126956	UNDERPAD, STD 23X36 (10/BG 10BG/CS)	EA	KENDALL HEALTHCA	982B10	62	$0.32	$20.00	Yes
497383	CUP, DENTURE TEAL W/OPAQ LID 6OZ LF (25/SL 10SL/CS	EA	McKesson MedSurg	16-9524	100	$0.21	$20.60	Yes
418298	MASK, FACE PROC FLSHLD W/EARLP ORG (40/BX 10BX/CS)	EA	KIMBERLY CLARK	47107	80	$0.23	$18.58	Yes
307988	MASK, DUCKBILL W/FL S 47124-080375281	EA	KIMBERLY CLARK	48228	125	$0.91	$114.10	Yes
129676	SHEET, SPLIT EVOL (18/CS)	EA	KIMBERLY CLARK	89321	4	$6.23	$24.93	Yes
216241	ARTHROSCOPY PACK, II (6/CS)	EA	CARDINAL HEALTHC	9185	5	$51.03	$255.15	Yes

491460	WIPER, WYPALL L40 12.5"X13" (56/PK 18PK/CS)	EA	KIMBERLY CLARK	05701	336	$0.04	$13.32	Yes
148531	PADDING, CAST STR 4"X4YDS (50/CS)	EA	KENDALL HEALTHCA	2847	8	$1.27	$10.15	Yes
705230	LUBRICATING JELLY, SURGILUBE STR 4.25OZ (12/BX)	EA	MCKESSON PHARMAC	00281020537	9	$2.69	$24.21	Yes
475425	BITE BLOCK, LF (50/BX)	EA	CONMED	000429	42	$4.31	$181.04	Yes
382420	SUCTION TUBE, YANKAUER W/BULB (50/CS)	EA	MEDLINE INDUSTRI	DYND52130	5	$1.06	$5.30	Yes
5947	TAPE, ADHSV FOAM 3"X5 1/2YDS (4/BX)	EA	3M HEALTH CARE	1528-3	36	$5.03	$180.93	Yes
5768	TAPE, ADHSV PAPER MICROPORE 2"X10YDS (6/BX)	EA	3M HEALTH CARE	1530-2	22	$0.95	$20.97	Yes
455537	TAPE, ADHSV TRANSP LF 1"X10YDS (12RL/BX 12/CS)PERF	EA	McKesson MedSurg	16-47210	30	$0.86	$25.75	Yes
445219	CONTAINER, SPEC STR LID 4OZ (75/BG)	EA	McKesson MedSurg	51-4935	24	$0.16	$3.92	Yes
221475	URINAL, W/TRANSPARENT LID (50/CS)	EA	McKesson MedSurg	51-4701-75A	9	$1.16	$10.44	Yes
354432	GLOVE, EXAM LTX PF TEX SM (100/BX)	EA	McKesson MedSurg	14-414	800	$0.06	$51.76	Yes
206485	MASK, FACE SURG POUCH-STYLE W/TIES LF BLU (50/BX 6	EA	McKesson MedSurg	91-1200	250	$0.12	$31.00	Yes
465129	SPLINT, SCOTCHCAST ONE-STEP 4"X15" (10/BX)	EA	3M HEALTH CARE	76415A	4	$8.54	$34.18	Yes
447726	SPLINT, SCOTCHCAST ONE-STEP 4"X30" (5/CS)	EA	3M HEALTH CARE	76430	4	$16.36	$65.45	Yes
198262	TAPE, CAST SCOTCHCAST 2"X4YDS WHT (10RL/BX)	EA	3M HEALTH CARE	82002	40	$3.88	$155.36	Yes
201253	TAPE, CAST SCOTCHCAST 3"X4YDS BLK (10RL/BX)	EA	3M HEALTH CARE	82003A	8	$5.20	$41.63	Yes
198264	TAPE, CAST SCOTCHCAST 4"X4YDS WHT (10RL/BX)	EA	3M HEALTH CARE	82004	6	$6.49	$38.92	Yes
164497	PADDING, CAST STR 2"X4YDS (50RL/CS)	EA	KENDALL HEALTHCA	2283	2	$0.60	$1.21	Yes
457629	STOCKINETTE, TUBE CTN ORTHO PERFM 2"X25YD(12RL/CS)	EA	McKesson MedSurg	16-4T-225	1	$6.85	$6.85	Yes
457630	STOCKINETTE, TUBE CTN ORTHO PERFM 3"X25YD(12RL/CS)	EA	McKesson MedSurg	16-4T-325	1	$9.80	$9.80	Yes
457632	STOCKINETTE, TUBE CTN ORTHO PERFM 6"X25YD(6RL/CS)	EA	McKesson MedSurg	16-4T-625	2	$17.94	$35.88	Yes
4894	PADDING, CAST SPECIALIST 4"X4YDS (12/BG)	EA	BSN MEDICAL INC	9044	2	$0.74	$1.48	Yes
161730	WATER STR, IRR SOL 1000ML 16/CS	EA	B. BRAUN MEDICAL	R5000-01	31	$1.31	$40.61	Yes
161734	SOD CHL, IRR SOL 0.9 1000ML 16/CS	EA	B. BRAUN MEDICAL	R5200-01	13	$1.31	$17.03	Yes
467138	SOD CHL, IRR SOL 0.9 3000ML 4/CS	EA	BAXTER HEALTHCAR	2B7127	16	$7.66	$122.60	Yes
186662	LAC RING, IVSOL 1000ML 12/CS	EA	B. BRAUN MEDICAL	L7500	31	$1.65	$51.15	Yes
132516	WATER STR, IRR SOL 250ML 24/CS	EA	BAXTER HEALTHCAR	2F7112	63	$1.43	$90.25	Yes
230334	LAC RING, IRR SOL 3000ML 4/CS	EA	B. BRAUN MEDICAL	2B7487	16	$7.39	$118.20	Yes
543836	NEBULIZER, OPTI-MIST T MTH PC 6AER TB 7&APOS TB 50/C	EA	McKesson MedSurg	86-759E	32	$0.97	$31.14	Yes
368874	CIRCUIT, BREATHING DABC EXP STR-Y LF 20/BX	EA	SMITHS MEDICAL A	650904	22	$5.19	$114.24	Yes
232303	TUBE, TRACH UNCUFF 3.0MM 10/BX	EA	MALLINCKRODT	86223	10	$1.32	$13.22	Yes
232306	TUBE, TRACH UNCUFF 4.5MM 10/BX	EA	MALLINCKRODT	86226	10	$1.32	$13.22	Yes
291890	TUBE, MURPHY TRACH 6.0MM 10/BX	EA	MALLINCKRODT	86389	10	$10.51	$105.13	Yes
291889	TUBE, MURPHY TRACH 5.0MM 10/BX	EA	MALLINCKRODT	86387	10	$10.51	$105.13	Yes
232305	TUBE, TRACH UNCUFF 4.0MM 10/BX	EA	MALLINCKRODT	86225	10	$1.32	$13.22	Yes
241111	TUBE, MURPHY ENDOTRACH 4.5MM 10/BX	EA	MALLINCKRODT	86445	9	$1.79	$16.11	Yes

241112	TUBE, MURPHY ENDOTRACH 5.0MM 10/BX	EA	MALLINCKRODT	86446	4	$1.79	$7.16	Yes
241113	TUBE, MURPHY TRACH 5.5MM 10/BX	EA	MALLINCKRODT	86447	8	$1.79	$14.34	Yes
278370	TUBE, MURPHY TRACH 7.0MM 10/BX	EA	MALLINCKRODT	86450	9	$1.79	$16.08	Yes
232318	TUBE, TRACH RAE CUFF 7.0MM 10/BX	EA	MALLINCKRODT	86204	17	$5.74	$97.58	Yes
278372	TUBE, MURPHY TRACH 8.0MM 10/BX	EA	MALLINCKRODT	86452	12	$1.79	$21.44	Yes
291892	TUBE, MURPHY TRACH 9.0MM 10/BX	EA	MALLINCKRODT	86454	12	$1.79	$21.44	Yes
161244	TUBE, SALEM SUMP SIL STR 18FR 48 10/CS	EA	KENDALL HEALTHCA	8888265140	30	$14.21	$426.30	Yes
286513	AIRWAY, NASOPHARYN CATH 30FR 10/BX	EA	TELEFLEX MEDICAL	123330	5	$2.21	$11.04	Yes
341640	AIRWAY, NASOPHARYN CATH 24FR 10/BX	EA	TELEFLEX MEDICAL	123324	8	$2.21	$17.66	Yes
327347	AIRWAY, NASOPHARYN CATH 28FR 10/BX	EA	TELEFLEX MEDICAL	123328	3	$2.21	$6.62	Yes
232316	TUBE, TRACH RAE CUFF 6.0MM 10/BX	EA	MALLINCKRODT	86202	10	$5.74	$57.40	Yes
485075	AIRWAY, GUEDEL 70MM LF 1/PK 24PK/BX	EA	McKesson MedSurg	16-271G	6	$0.53	$3.19	Yes
485074	AIRWAY, GUEDEL 60MM LF 1/PK 24PK/BX	EA	McKesson MedSurg	16-261G	6	$0.54	$3.27	Yes
485078	AIRWAY, GUEDEL 100MM LF 1/PK 24PK/BX	EA	McKesson MedSurg	16-2101G	6	$0.50	$3.02	Yes
485070	AIRWAY, BERMAN 80MM LF 1/PK 24PK/BX	EA	McKesson MedSurg	16-281B	1	$0.31	$0.31	Yes
649118	SUCTION, YANKAUER RIGID BULB TIP VENT STR LF 50/C	EA	McKesson MedSurg	16-66201	22	$0.63	$13.82	Yes
283657	CATHETER, SCTN W/CNTRL 10FR 100/CS	EA	CAREFUSION SOLUT	T261C	62	$0.37	$22.94	Yes
543703	CANNULA, NASAL SOF-TOUCH CRVD TIP ADLT 7&APOSTB N/C	EA	McKesson MedSurg	86-3318E	62	$0.87	$53.72	Yes
543833	MASK, ANES FACE CLEAR-VUE+ ADLT LG 22MM 20/CS	EA	McKesson MedSurg	86-589E	8	$2.89	$23.14	Yes
543832	MASK, ANES FACE CLEAR-VUE+ ADLT MED 22MM 20/CS	EA	McKesson MedSurg	86-588E	36	$3.19	$114.86	Yes
543829	MASK, ANES FACE CLEAR-VUE+ INF 15MM 20/CS	EA	McKesson MedSurg	86-585E	23	$3.04	$69.85	Yes
167111	SYRINGE, LL 20CC 40/BX	EA	BECTON DICKINSON	309661	90	$0.28	$25.24	Yes
422240	SYRINGE, LL 60CC 40/CT 4CT/CS	EA	BECTON DICKINSON	309653	11	$0.48	$5.28	Yes
127230	SYRINGE, LL 10CC 100/BX	EA	BECTON DICKINSON	309604	85	$0.11	$9.10	Yes
434	NEEDLE, HYPO 18GX1 1/2 100/BX	EA	BECTON DICKINSON	305196	100	$0.05	$4.64	Yes
404	NEEDLE, HYPO 22GX1 1/2 100/BX	EA	BECTON DICKINSON	305156	100	$0.07	$6.66	Yes
399	NEEDLE, HYPO 25GX1 1/2 100/BX	EA	BECTON DICKINSON	305127	300	$0.07	$19.98	Yes
169343	NEEDLE, HYPO 27GX1 1/4 100/BX	EA	BECTON DICKINSON	305136	300	$0.10	$28.86	Yes
337531	SWABSTICK, IODOPHOR PVP TRPL 25/BX	EA	APLICARE INC	S-3101	200	$0.22	$43.60	Yes
543830	MASK, ANES FACE CLEAR-VUE+ CHLD 22MM 20/CS	EA	McKesson MedSurg	86-586E	42	$2.98	$125.12	Yes
586909	CONTAINER, SHARPS STACKABLE RED 8GL 10/CS	EA	McKesson MedSurg	101-8705	2	$13.70	$27.40	Yes
354433	GLOVE, EXAM LTX PF TEX MED 100/BX	EA	McKesson MedSurg	14-416	300	$0.06	$19.47	Yes
354432	GLOVE, EXAM LTX PF TEX SM 100/BX	EA	McKesson MedSurg	14-414	300	$0.06	$19.41	Yes
354439	GLOVE, EXAM VNYL PF MED 100/BX	EA	McKesson MedSurg	14-116	100	$0.05	$5.20	Yes
354434	GLOVE, EXAM LTX PF TEX LG 100/BX	EA	McKesson MedSurg	14-418	2	$0.06	$0.13	Yes
474851	RAZOR, DISP SHAVE PREP DBL EDGE LF 24/BX 6BX/CS	EA	McKesson MedSurg	16-RZ24	14	$0.37	$5.18	Yes

164497	PADDING, CAST STR 2X4YDS 50RL/CS	EA	KENDALL HEALTHCA	2283	44	$0.60	$26.61	Yes
473275	SUTURE, NYLON BLK MONO 10-5 HSL5 12/BX	EA	SURGICAL SPECIAL	AA-2510N	2	$6.31	$12.61	Yes
133302	SUTURE, ETHLON BLK MONO 9-0 TG160-6 12/BX	EA	J & J HEALTHCARE	7760G	11	$21.29	$234.15	Yes
135942	SUTURE, ETHLON BLK MONO 5-0 18 S-24 12/BX	EA	J & J HEALTHCARE	7731G	12	$13.39	$160.73	Yes
2814	SUTURE, SILK BLK BR 0 30 SH 36/BX	EA	J & J HEALTHCARE	K834H	30	$2.22	$66.68	Yes
2661	SUTURE, SILK BLK BR 2-0 18 FS 36/BX	EA	J & J HEALTHCARE	685H	28	$2.80	$78.35	Yes
2812	SUTURE, SILK BLK BR 2-0 30 SH 36/BX	EA	J & J HEALTHCARE	K833H	25	$2.18	$54.56	Yes
210684	SUTURE, ETHLON 10-0 12 CS160-8 12/BX	EA	J & J HEALTHCARE	9030G	12	$20.74	$248.93	Yes
3220	SUTURE, PROLENE BLU MONO 0 30 CT-1 36/BX	EA	J & J HEALTHCARE	8424H	34	$3.40	$115.77	Yes
130320	SUTURE, ETHLON BLK MONO 3-0 18 PS-2 36/BX	EA	J & J HEALTHCARE	1669H	6	$5.42	$32.50	Yes
143581	SUTURE, PROLENE BLU MONO 3-0 18 PS-2 36/BX	EA	J & J HEALTHCARE	8687H	15	$6.55	$98.30	Yes
3285	SUTURE, PROLENE BLU MONO 6-0 18 RB-2 36/BX	EA	J & J HEALTHCARE	8714H	30	$6.69	$200.78	Yes
2734	SUTURE, GUT PL 6-0 18 G-1 12/BX	EA	J & J HEALTHCARE	770G	5	$19.71	$98.54	Yes
2664	SUTURE, GUT CHR 5-0 18 P-3 12/BX	EA	J & J HEALTHCARE	687G	17	$7.89	$134.13	Yes
2162	SUTURE, GUT CHR 4-0 27 SH 36/BX	EA	J & J HEALTHCARE	G121H	27	$4.14	$111.78	Yes
3041	SUTURE, GUT PL 6-0 18 TG140-8 12/BX	EA	J & J HEALTHCARE	1735G	12	$27.38	$328.50	Yes
107059	SUTURE, VICRYL VIO BR CT 8-0 12 TG1408 12/BX	EA	J & J HEALTHCARE	J548G	12	$20.12	$241.41	Yes
649499	SUTURE, SURGIDAC WHT 5-0 18 SS-24 DBL ARM12/BX	EA	KENDALL HEALTHCA	D1764K	12	$24.34	$292.08	Yes
108212	SUTURE, VICRYL UD BR CT 6-0 18 S14 12/BX	EA	J & J HEALTHCARE	J670G	7	$16.09	$112.65	Yes
133103	SUTURE, VICRYL VIO BR CT 5-0 8 S14 12/BX	EA	J & J HEALTHCARE	J591G	8	$15.77	$126.18	Yes
130102	SUTURE, VICRYL VIO BR CT 2-0 27 UR6 36/BX	EA	J & J HEALTHCARE	J602H	46	$3.24	$148.89	Yes
114235	SUTURE, VICRYL UD BR CT 4-0 18 PS2 36/BX	EA	J & J HEALTHCARE	J496H	31	$5.97	$185.15	Yes
99165	SUTURE, VICRYL UD BR CT 0 27 CT1 36/BX	EA	J & J HEALTHCARE	J260H	30	$2.59	$77.83	Yes
99422	SUTURE, VICRYL UD BR CT 4-0 18 PS2 12/BX	EA	J & J HEALTHCARE	J496G	6	$5.97	$35.84	Yes
101290	SUTURE, VICRYL UD BR CT 2-0 27 SH 36/BX	EA	J & J HEALTHCARE	J417H	8	$2.58	$20.65	Yes
144506	SUTURE, VICRYL UD BR CT 2-0 27 CT2 36/BX	EA	J & J HEALTHCARE	J269H	7	$2.75	$19.27	Yes
101274	SUTURE, VICRYL UD BR CT 3-0 18 PS2 12/BX	EA	J & J HEALTHCARE	J497G	7	$5.86	$41.05	Yes
99421	SUTURE, VICRYL UD BR CT 4-0 18 P3 12/BX	EA	J & J HEALTHCARE	J494G	12	$5.88	$70.57	Yes
2996	SUTURE, ETHLON BLK MONO 4-0 18 PS-2 36/BX	EA	J & J HEALTHCARE	1667H	33	$6.05	$199.65	Yes
2995	SUTURE, ETHLON BLK MONO 5-0 18 PS-2 12/BX	EA	J & J HEALTHCARE	1666G	28	$5.42	$151.88	Yes
3026	SUTURE, ETHLON BLK MONO 6-0 18 P-3 12/BX	EA	J & J HEALTHCARE	1698G	16	$5.44	$87.04	Yes
217156	SUTURE, MONCRYL UD 4-0 18 PS-2 12/BX	EA	J & J HEALTHCARE	Y496G	12	$6.93	$83.13	Yes
217662	SUTURE, MONCRYL UD MONO 4-0 27 SH 36/BX	EA	J & J HEALTHCARE	Y415H	33	$2.79	$91.93	Yes
3292	SUTURE, PROLENE BLU MONO 2-0 30 SH 36/BX	EA	J & J HEALTHCARE	8833H	48	$3.15	$151.12	Yes
3278	SUTURE, PROLENE BLU MONO 5-0 18 P-3 12/BX	EA	J & J HEALTHCARE	8698G	12	$6.72	$80.68	Yes
144545	SUTURE, VICRYL UD BR CT 0 27 CT2 36/BX	EA	J & J HEALTHCARE	J270H	18	$2.69	$48.46	Yes

102909	SUTURE, VICRYL UD BR CT 3-0 27 CT2 36/BX	EA	J & J HEALTHCARE	J232H	28	$2.68	$75.02	Yes
99419	SUTURE, VICRYL UD BR CT 3-0 27" SH (36/BX)	EA	J & J HEALTHCARE	J416H	39	$2.59	$100.98	Yes
99167	SUTURE, VICRYL UD BR CT 3-0 54" (12/BX)	EA	J & J HEALTHCARE	J285G	14	$3.04	$42.60	Yes
114729	SUTURE, VICRYL UD BR CT 5-0 18" P3 (36/BX)	EA	J & J HEALTHCARE	J493H	35	$6.76	$236.78	Yes
108491	SUTURE, VICRYL VIO BR CT 0 27" UR6 (36/BX)	EA	J & J HEALTHCARE	J603H	22	$3.19	$70.22	Yes
						Total:	***$15,443.15***	

Purchase Date	Vendor Name	Description
Sep-99	Abbeon Cal	3 Hygrometer/Temp Indicator HTAB-169
Sep-99	American Medical	4 Lead Aprons 20515
Sep-99	American Medical	1 Set of Radiation Gloves 20801
Sep-99	American Medical	4 X-ray Illuminators 802R
Sep-99	American Medical	1 Lead Apron Rack 20837
Sep-99	American Medical	2 Thyroid Collars 20998
Sep-99	Cubicle Curtain Factory	2 Shower Curtains
Sep-99	Cubicle Curtain Factory	1 Cubicle Tract
Sep-99	Datascope Corporation	3 Monitors GMII - 0998-0-0143
Sep-99	Datascope Corporation	7 Monitors NRELX - 0998-00-0134-44
9/1/1999	Dukane	1 Nurse Call System NRELX - 0998-00-0134-44
Sep-99	EBI Medical Systems	3 Patient Rollers 913030
Sep-99	General Electric	1 Microwave
Sep-99	General Electric	1 Refrigerator
Sep-99	Graham Field	1 Narcotic Cabinet JE1340GY
Sep-99	Gendron	1 Regular Wheelchair 5810Q-33-93
Sep-99	Gendron	1 Wide Wheelchair 5810Q-33-93 01-12-0400
Sep-99	Hausted	13 stretchers
Sep-99	Hausted	1 hand table
Sep-99	Health-O-Meter	1 Scale-402KL
Sep-99	I-fill-Rom	12 Overbed tables 630-Wild Cherry
Sep-99	Hill-Rom	1 Vacuum System
3/29/1999	Hill-Rom	1 bedside cart with drawers
Sep-99	Hospital	1 RCA Television
Sep-99	Intermetro	Intermetro shelves #128
Sep-99	Intermetro	Intermetro shelves #139
Sep-99	Intermetro	Intermetro shelves #152
Sep-99	Intermetro	5 carts
Sep-99	Intermetro	1 Isolation cart

Purchase Date	Vendor Name	Description
Sep-99	Intermetro	1 suture rack
Sep-99	Intermetro	1 Emergency Cart
Sep-99	Intermetro	1 linen cart
Sep-99	Intermetro	3 anesthesia carts
Sep-99	JB Call & Company	2 Hampters 2010
Sep-99	Lucent	21 Phones (19 Single Line Phones; 2 Multiple Line Phones)
Sep-99	OEC	1 C-Arm
Sep-99 Sep-99	Ohmeda	3 Anesthesia Machines 1002-9083-000
Sep-99	Ohmeda	7 Regulators 6701-1224-901
	Ohmeda	7 Flow Meters 6701-1260-921
Sep-99	Pedigo Products	6 prep stands P-1015
Sep-99	Pedigo Products	3 kick buckets
	Pedigo Products	3 mayo tables
Sep-99	Pedigo Products	6 IV stands P-1076-2
Sep-99	Pedigo Products	3 double basins P-1079-55
Sep-99	Pedigo Products	5 chairs P-551-GS
Sep-99	Pedigo Products	5 tables SG-80-SS
Sep-99	Pedigo Products	1 Instrument table SG-93-SS
Sep-99	Physio Control	1 Monitor 803747 1 Life Pack 9 Defibrillator 803800-100LP9A
Sep-99	Ritter	1 Table 103-007
Sep-99	Ritter	4 DRs. Stools 125-001
Sep-99	Ritter	1 Exam light
Sep-99	Rubbermaid	1 Tilt Truck 1314
Sep-99	Rubbermaid	36 waste baskets 2543
Sep-99	Rubbermaid	4 waste baskets 2544
	Rubbermaid	4 mobile containers 2641 4 mobile containers 2645

Purchase Date	Vendor Name	Description
Sep-99	Rubbermaid	1 utility table 3355
Sep-99		1 sweeper
Sep-99	Rubbermaid	1 truck platform 4406
Sep-99	Rubbermaid	2 "Wet Floor" Signs 6114-77
Sep-99	Rubbermaid	2 4.5 gallon waste receptacles 6142
Sep-99	Rubbermaid	1 container 6145
Sep-99	Rubbermaid	1 housekeeping cart 6152/6153
Sep-99	Rubbermaid	1 26 quart mop bucket 7570
Sep-99	Rubbermaid	5 wastebaskets 7570/6123
Sep-99	Sage	2 Sharps Disposal Systems 8160
Sep-99	Scotsman	Commercial Ice 8516-1H
Sep-99	SIS	1 Computer System (includes hardware)
Sep-99	Steris	2 Warming Cabinets DJ04-112013
Sep-99	Steris	2 Chemical Sterilizers P1000
Sep-99	Steris	1 Hi/Vac Sterilizer FS22-230-01
3/30/1999	Steris	1 Flash Sterilizer FS12-130-01
3/30/1999	Steris	3 Surgical Lights QL03-25
3/30/1999	Steris	3 Light Controllers QL00-002-5
3/30/1999	Steris	1 Washer Sterilizer FL03242
3/30/1999	Steris	1 Tray Container C1220
3/30/1999	Steris	1 UL Ultrasonic Cleaner BY66-150-141
3/30/1999	Steris	3 Surgical Tables RTIS-727-00-02
Sep-99	Steris	3 Table X-ray Tops BF14-500
3/30/1999	Steris	6 Arm Boards BF80-200
Sep-99	Steris	1 Leg Holder BF05-400

Purchase Date	Vendor Name	Description
Sep-99	Steris	3 Bed Sockets BF08-300
Sep-99	Steris	3 Restraint straps BF08-800
Sep-99	Steris	1 Computer System Software
Sep-99	Stryker	Cast cutter & cast vacuum
Sep-99	Stryker	1 hand drill/mini driver
Sep-99	Stryker	Laparoscopic equipment and Instruments
Sep-99	Valley Lab	3 Force 2
Sep-99		4 Lounge Chairs
Sep-99	Welch Allyn	Ophthalmoscope / Otoscope / charger ETC 01950-200
Sep-99	Welch Allyn	Ophthalmoscope / Otoscope / charger ETC 01950-200
Sep-99	Zimmer	1 Tourniquet 60-2000-103
Sep-99	JM Keckler	1 Sphygmomanometer
Sep-99	JM Keckler	1 Head Light
Sep-99	JM Keckler	1 Shoulder Holder
Oct-09	Zeiss	2 Microscopes
Oct-06	Alcon	2 Infinity Phaco Machines
Sep-99	Alcon	1 Yag Laser, 3000LX
Sep-99	MSI, Storz, Etc.	Eye Instruments
Sep-99	Many brands	Other Instruments
Sep-99	Pentex	GI equipment
Sep-99	Burtor	1 Exam Light
Sep-99	Gomco	2 Suction Aspirators (portable)
Present		additional equipment estimate
Present		additional equipment estimate
2010	Streamline	1 Treatment table (pain management)
2003	Sears	2 Under counter refrigerators
	Multiple brands	Office Items: 4 Desks 8 Tablets 9 Computers 1 Server 3 Printers 8 File Cabinets 4 Book shelves 5 Cubicles 5 Tables Waiting room furniture

Schedule 5.9

Litigation

1. *Carle Foundation and Carle Foundation Hospital v. Illinois Health Facilities Planning Board, Thomas J, Pliura, Danville HealthCare, LLC, et al.* Cook County Case 98 CH 06001. (Carle filed suit to block CON and licensure of Danville HealthCare. Resolved.)

2. *Danville HealthCare, LLC et al v. Carle Foundation Hospital, et al.* Cook County Case 99 CH 11284, consolidated with *Provena Hospitals v. Health Facilities Planning Board*, 99 CH 12954 and 99 CH 12960. (Resolved.)

3. *Decatur Healthcare, et al, v. HealthCare Service Corporation d/b/a Blue Cross and Blue Shield of Illinois*. (Multi-plaintiff suit against Blue Cross for underpayment of claims. Settled 2011.)

4. Various collection claims by Danville HealthCare and/or by Eagle Recovery or Mid-State Credit and Collection for unpaid patient balances. Some resolved, some pending, primarily in Vermilion County, IL.

Schedule 5.12

Financial Statements

(See Attached)

DANVILLE HEALTHCARE, L.L.C.

Financial Statements

December 31, 2009

10C

ACCOUNTANTS' COMPILATION REPORT

To the Members
Danville Healthcare, L.L.C.
Danville, Illinois

We have compiled the accompanying statement of assets, liabilities and members' equity – cash basis of Danville Healthcare, L.L.C. (a limited liability company) as of December 31, 2009, and the related statements of revenues and expenses – cash basis, members' equity – cash basis and cash flows – cash basis for the year ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of the owners. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

The owners have elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, expenses and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Bloomington, Illinois
October 5, 2010

DANVILLE HEALTHCARE, L.L.C.

Statement of Assets, Liabilities and Members' Equity – Cash Basis

December 31, 2009

ASSETS

Current Assets:	
Cash	$ -
Employee loans	2,500
Total Current Assets	2,500
Fixed Assets:	
Property and equipment	4,378,173
Land	12,000
Accumulated depreciation	(3,219,223)
Total Fixed Assets	1,170,950
Total Assets	$ 1,173,450

LIABILITIES AND MEMBERS' EQUITY

Current Liabilities:	
Bank overdraft	$ 7,290
Capital lease payable	69,298
Notes payable – current maturities	80,059
Payroll liabilities	1,807
Total Current Liabilities	158,454
Notes payable, less current maturities	252,530
Total Liabilities	410,984
Members' Equity	762,466
Total Liabilities and Members' Equity	$ 1,173,450

See Accountants' Compilation Report.

DANVILLE HEALTHCARE, L.L.C.

Statement of Revenues and Expenses – Cash Basis

For the Years Ended December 31, 2009

Gross Revenues	$ 1,112,805
Operating Expenses:	
Accounting	4,151
Billing	14,084
Computer expenses	3,502
Employee health insurance and other benefits	6,069
Insurance	40,220
Laundry and cleaning	12,360
License and permits	300
Medical supplies	304,460
Office expense	3,430
Payroll taxes	15,651
Pest control	457
Postage and printing	5,120
Property taxes	81,657
Repairs and maintenance	27,656
Salaries and wages	264,830
Security	3,731
Service charges	687
Supplies	6,702
Telephone	6,614
Utilities	61,007
Waste disposal	2,154
Total operating expenses	864,842
Net income (loss) from continuing operations	247,963
Other Income (Expenses):	
Depreciation and amortization	(118,519)
Interest expense	(28,997)
Total other income (expenses)	(147,516)
Net income (loss) before state replacement tax	100,447

See Accountants' Compilation Report.

ACCOUNTANTS' COMPILATION REPORT

To the Members
Danville Healthcare, L.L.C.
Danville, Illinois

We have compiled the accompanying statement of assets, liabilities and members' equity – cash basis of Danville Healthcare, L.L.C. (a limited liability company) as of December 31, 2008, and the related statements of revenues and expenses – cash basis, members' equity – cash basis and cash flows – cash basis for the year ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of the owners. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

The owners have elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, expenses and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Bloomington, Illinois
October 5, 2010

DANVILLE HEALTHCARE, L.L.C.

Financial Statements

December 31, 2010

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INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To the Members
Danville Healthcare, L.L.C.
Danville, Illinois

We have compiled the accompanying statement of assets, liabilities and members' equity – cash basis of Danville Healthcare, L.L.C. (a limited liability company) as of December 31, 2010, and the related statements of revenues and expenses – cash basis, members' equity – cash basis and cash flows – cash basis for the years then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

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Bloomington, Illinois
November 3, 2011

DANVILLE HEALTHCARE, L.L.C.

Statement of Assets, Liabilities and Members' Equity – Cash Basis

December 31, 2010

ASSETS

Current Assets:	
Cash	$ 43,941
Employee loans	2,500
Total Current Assets	46,441
Fixed Assets:	
Property and equipment	4,392,370
Land	12,000
Accumulated depreciation	(3,308,284)
Total Fixed Assets	1,096,086
Total Assets	$ 1,142,527

LIABILITIES AND MEMBERS' EQUITY

Current Liabilities:	
Notes payable – current maturities	$ 115,958
Payroll liabilities	46,052
Total Current Liabilities	162,010
Notes payable, less current maturities	117,756
Total Liabilities	279,766
Members' Equity	862,761
Total Liabilities and Members' Equity	$ 1,142,527

See Accountants' Compilation Report.

DANVILLE HEALTHCARE, L.L.C.

Statement of Revenues and Expenses – Cash Basis

For the Years Ended December 31, 2010

Gross Revenues	$ 968,901
Operating Expenses:	
Accounting	13,716
Advertising	13,292
Auto and fuel	3,476
Billing	10,752
Computer expenses	4,461
Credit card fees	794
Dues and subscriptions	491
Employee health insurance and other benefits	36,666
Insurance	22,189
Laundry and cleaning	16,315
License and permits	300
Meals and entertainment	219
Medical supplies	356,484
Miscellaneous	10,187
Office expense	4,281
Payroll taxes	23,373
Pest control	678
Postage and printing	2,742
Property taxes	82,976
Repairs and maintenance	24,937
Salaries and wages	294,446
Security	416
Service charges	1,125
Supplies	5,103
Telephone	8,187
Travel and conventions	13,022
Utilities	62,144
Waste disposal	3,537
Total operating expenses	1,016,309
Net income (loss) from continuing operations	(47,408)
Other Income (Expenses):	
Depreciation and amortization	(89,061)
Interest expense	(15,757)
Total other income (expenses)	(104,818)
Net income (loss) before state replacement tax	(152,226)
State replacement tax	-
Net income (loss)	$ (152,226)

See Accountants' Compilation Report.

DANVILLE HEALTHCARE, L.L.C.

Statement of Members' Equity -- Cash Basis

For the Year Ended December 31, 2010

Members' equity at January 1, 2010	$ 762,466
Net income (loss)	(152,226)
Member Capital Contributions	252,521
Members' equity at December 31, 2010	$ 862,761

See Accountants' Compilation Report.

DANVILLE HEALTHCARE, L.L.C.

Statement of Cash Flows – Cash Basis

For the Year Ending December 31, 2010

Cash flows from (used in) operating activities:	
Net income (loss)	$ (152,226)
Adjustments to reconcile net income (loss) to cash:	
Depreciation and amortization	89,061
Changes in assets and liabilities:	
Increase (decrease) in accrued expenses	44,245
Net cash from (used in) operating activities	(18,920)
Cash flows from (used in) investing activities:	
Purchases of fixed assets	(14,197)
Net cash from (used in) investing activities	(14,197)
Cash flows from (used in) financing activities:	
Payment on notes payable and capital leases	(168,173)
Member capital contributions	252,521
Net cash from financing activities	84,348
Net increase in cash and cash equivalents	51,231
Cash and cash equivalents at January 1, 2010	(7,290)
Cash and cash equivalents at December 31, 2010	$ 43,941
Supplemental cash flow information:	
Interest paid	$ 15,757

See Accountants' Compilation Report.

JHC

DANVILLE HEALTHCARE, L.L.C.

Financial Statements

September 30, 2011

ACCOUNTANTS' COMPILATION REPORT

To the Members
Danville Healthcare, L.L.C.
Danville, Illinois

We have compiled the accompanying statement of assets, liabilities and members' equity – cash basis of Danville Healthcare, L.L.C. (a limited liability company) as of September 30, 2011, and the related statements of revenues and expenses – cash basis, members' equity – cash basis and cash flows – cash basis for the nine months then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

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Bloomington, Illinois
November 10, 2011

DANVILLE HEALTHCARE, L.L.C.

Statement of Assets, Liabilities and Members' Equity – Cash Basis

September 30, 2011

ASSETS

Current Assets:	
Cash	$ 64,646
Employee loans	2,500
Total Current Assets	67,146
Fixed Assets:	
Property and equipment	4,398,312
Land	12,000
Accumulated depreciation	(3,368,158)
Total Fixed Assets	1,042,154
Total Assets	$ 1,109,300

LIABILITIES AND MEMBERS' EQUITY

Current Liabilities:	
Notes payable – current maturities	$ 108,769
Payroll liabilities	10,367
Total Current Liabilities	119,136
Notes payable, less current maturities	47,197
Total Liabilities	166,333
Members' Equity	942,967
Total Liabilities and Members' Equity	$ 1,109,300

See Accountants' Compilation Report.

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DANVILLE HEALTHCARE, L.L.C.

Statement of Revenues and Expenses – Cash Basis

For the Nine Months Ended September 30, 2011

Gross Revenues	$ 827,373
Operating Expenses:	
Accounting	4,282
Advertising	367
Auto and fuel	4,519
Billing	9,736
Computer expenses	3,923
Credit card fees	600
Dues and subscriptions	270
Employee health insurance and other benefits	11,864
Insurance	25,283
Laundry and cleaning	13,184
Legal expense	1,250
Meals and entertainment	439
Medical supplies	302,973
Miscellaneous	1,933
Office expense	2,525
Payroll taxes	16,375
Pest control	402
Postage and printing	1,697
Property taxes	81,671
Repairs and maintenance	16,358
Salaries and wages	168,119
Security	1,138
Service charges	357
Supplies	1,858
Telephone	8,586
Travel and conventions	1,170
Utilities	51,328
Waste disposal	1,860
Total operating expenses	734,067
Net income from continuing operations	93,306
Other Income (Expenses):	
Depreciation and amortization	(59,874)
Interest expense	(8,226)
Total other income (expenses)	(68,100)
Net income before state replacement tax	25,206
State replacement tax	-
Net income	$ 25,206

See Accountants' Compilation Report.

DANVILLE HEALTHCARE, L.L.C.

Statement of Members' Equity – Cash Basis

For the Nine Months Ended September 30, 2011

Members' equity at January 1, 2011	$	862,761
Net income		25,206
Member Capital Contributions		55,000
Members' equity at September 30, 2011	$	942,967

See Accountants' Compilation Report.

DANVILLE HEALTHCARE, L.L.C.

Statement of Cash Flows – Cash Basis

For the Nine Months Ended September 30, 2011

Cash flows from (used in) operating activities:	
Net income	$ 25,206
Adjustments to reconcile net income (loss) to cash:	
Depreciation and amortization	59,874
Increase (decrease) in accrued expense	(35,685)
Net cash from operating activities	49,395
Cash flows from (used in) investing activities:	
Purchases of fixed assets	(5,942)
Net cash from (used in) investing activities	(5,942)
Cash flows from (used in) financing activities:	
Payment on notes payable	(77,748)
Member capital contributions	55,000
Net cash from (used in) financing activities	(22,748)
Net increase in cash and cash equivalents	20,705
Cash and cash equivalents at January 1, 2011	43,941
Cash and cash equivalents at September 30, 2011	$ 64,646

See Accountants' Compilation Report.

DANVILLE HEALTHCARE, L.L.C.

Financial Statements

December 31, 2011

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INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To the Members
Danville Healthcare, L.L.C.
Danville, Illinois

We have compiled the accompanying statement of assets, liabilities and members' equity – cash basis of Danville Healthcare, L.L.C. (a limited liability company) as of December 31, 2011, and the related statements of revenues and expenses – cash basis, members' equity – cash basis and cash flows – cash basis for the year then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

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Bloomington, Illinois
January 20, 2012

DANVILLE HEALTHCARE, L.L.C.

Statement of Assets, Liabilities and Members' Equity – Cash Basis

December 31, 2011

ASSETS

Current Assets:	
Cash	$ 45,125
Total Current Assets	45,125
Fixed Assets:	
Property and equipment	4,392,370
Land	12,000
Accumulated depreciation	(3,395,283)
Total Fixed Assets	1,009,087
Total Assets	$ 1,054,212

LIABILITIES AND MEMBERS' EQUITY

Current Liabilities:	
Notes payable – current maturities	$ 108,000
Accrued 401(k) match	2,363
Total Current Liabilities	110,363
Notes payable, less current maturities	21,283
Total Liabilities	131,646
Members' Equity	922,566
Total Liabilities and Members' Equity	$ 1,054,212

See Independent Accountants' Compilation Report.

DANVILLE HEALTHCARE, L.L.C.

Statement of Revenues and Expenses – Cash Basis

For the Year Ended December 31, 2011

Gross Revenues	$ 1,052,325
Operating Expenses:	
Accounting	6,926
Advertising	993
Auto and fuel	5,812
Bad debt	2,500
Billing	12,031
Computer expenses	4,596
Credit card fees	882
Dues and subscriptions	556
Employee health insurance and other benefits	20,062
Inspections	3,653
Insurance	21,708
Laundry and cleaning	18,661
License and permits	141
Medical supplies	380,184
Miscellaneous	5,207
Office expense	7,893
Outside maintenance	3,860
Payroll taxes	23,583
Pest control	602
Postage and printing	2,165
Property taxes	81,671
Repairs and maintenance	31,483
Salaries and wages	223,802
Security	1,649
Service charges	452
Supplies	3,587
Telephone	11,054
Travel and conventions	3,570
Utilities	69,356
Waste disposal	1,680
Total operating expenses	950,319
Net income (loss) from continuing operations	102,006
Other Income (Expenses):	
Depreciation	(86,999)
Interest expense	(10,202)
Total other income (expenses)	(97,201)
Net income (loss) before state replacement tax	4,805
State replacement tax	-
Net income	$ 4,805

See Independent Accountants' Compilation Report.

DANVILLE HEALTHCARE, L.L.C.

Statement of Members' Equity – Cash Basis

For the Year Ended December 31, 2011

Members' equity at January 1, 2011	$ 862,761
Net income	4,805
Member capital contributions	55,000
Members' equity at December 31, 2011	$ 922,566

See Independent Accountants' Compilation Report.

DANVILLE HEALTHCARE, L.L.C.

Statement of Cash Flows – Cash Basis

For the Year Ending December 31, 2011

Cash flows from (used in) operating activities:	
Net income (loss)	$ 4,805
Adjustments to reconcile net income (loss) to cash:	
Depreciation and amortization	86,999
Bad debt expense	2,500
Changes in assets and liabilities:	
Increase (decrease) in accrued expenses	(43,689)
Net cash from (used in) operating activities	50,615
Cash flows from (used in) investing activities:	
Purchase of fixed assets	-
Net cash from (used in) investing activities	-
Cash flows from (used in) financing activities:	
Payment on notes payable	(104,431)
Member capital contributions	55,000
Net cash from (used in) financing activities	(49,431)
Net increase in cash and cash equivalents	1,184
Cash and cash equivalents at January 1, 2011	43,941
Cash and cash equivalents at December 31, 2011	$ 45,125
Supplemental cash flow information:	
Interest paid	$ (10,202)

See Independent Accountants' Compilation Report.

Schedule 5.13

No Liabilities or Adverse Conditions

None.

Schedule 5.14

Absence of Certain Changes

None.

Schedule 5.17

Licenses

1. ASTC license from Illinois Department of Public Health (License Number 2015100).
2. CLIA waiver (CLIA ID Number 14D0969558).
3. IEMA Registration for the C-Arm (Registration Number 9253849).

Schedule 5.18

Contracts; Significant Payors

Vendor Contracts

1. Equipment Financing Agreement between Danville HealthCare, L.L.C. and Alcon Laboratories, Inc. dated October 29, 2006

2. Subscriber Agreement between Danville Health Care Surgery Center and ZirMed, Inc. dated August 4, 2009

3. Software License, Equipment Purchase and Support Agreement between Danville HealthCare, L.L.C. and The Zebulon Group, LLC d/b/a zChart EMR dated September 1, 2005

4. Lease Agreement between Danville HealthCare, L.L.C. and DTI Office Solutions dated September 8, 2011.

5. Computer System Software Purchase and Maintenance Agreement between Danville HealthCare Surgery center and Surgicenter Information Systems, Inc. dated August 25, 1999.

Payor Contracts

Danville HealthCare is an out-of-network facility with all non-governmental payors except for the following:

1. Agreement for Anesthesia Services by and between Danville HealthCare, L.L.C. and Illinois Anesthesia Coverage, P.C. dated January 15, 2000.

2. Addendum to Agreement for Anesthesia Services between Danville HealthCare, L.L.C. and Illinois Anesthesia Coverage, P.C. dated September 1, 2009.

3. Participating Ancillary Provider Agreement by and among Danville HealthCare Surgery Center, PersonalCare Insurance of Illinois, Inc. and Coventry Health and Life Insurance Company dated June 1, 2010.

4. Medicare Provider Agreement for Danville HealthCare, L.L.C.

Schedule 5.21

Employees

(See Attached)

PROCEED to PAGE 141

Schedule 5.22

Pension, Etc.

Danville Healthcare, LLC 401(k) Plan & Trust.

Schedule 5.25

Medical Staff Matters

None.

Schedule 5.29

Affiliate Transactions

None.

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	$200,000		$200,000
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)	$4,600,000		$4,600,000
TOTAL USES OF FUNDS	$4,800,000		$4,800,000
SOURCE OF FUNDS	**CLINICAL**	**NONCLINICAL**	**TOTAL**
Cash and Securities	$4,800,000		$4,800,000
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)			
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS	$4,800,000		$4,800,000

NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT-7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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 X Yes included in acquisition cost
Purchase Price: $_____
Fair Market Value: $_____

The project involves the establishment of a new facility or a new category of service
X Yes ☐ No

If yes, provide the dollar amount of all **non-capitalized** operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.

Estimated start-up costs and operating deficit cost is $ none.

Project Status and Completion Schedules

Indicate the stage of the project's architectural drawings:

X None or not applicable ☐ Preliminary

☐ Schematics ☐ Final Working

Anticipated project completion date (refer to Part 1130.140): June 30, 2012

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
X 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:

X Cancer Registry
X APORS
X All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
X All reports regarding outstanding permits

Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.

Cost Space Requirements

Provide in the following format, the department/area **DGSF** or the building/area **BGSF** and cost. The type of gross square footage either **DGSF** or **BGSF** must be identified. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the department's or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

		Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
Dept. / Area	**Cost**	**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.

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: Provena United Samaritans Medical Center		**CITY: Danville**			
REPORTING PERIOD DATES:		**From:**	**to:**		
Category of Service	**Authorized Beds**	**Admissions**	**Patient Days**	**Bed Changes**	**Proposed Beds**
Medical/Surgical	134	4,497	18,080	None	134
Obstetrics	17	945	1,663	None	17
Pediatrics	9	171	354	None	9
Intensive Care	14	730	2,028	None	14
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
General Long Term Care					
Specialized Long Term Care					
Long Term Acute Care					
Other ((identify)					
TOTALS:	174	6,343	22,125	None	174

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 manger 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 Vermilion County Surgery Center, 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.

Michael L. Brown
SIGNATURE

Michael L. Brown
PRINTED NAME

President / CEO
PRINTED TITLE

sole member of Vermilion County Surgery Center, LLC

Notarization:
Subscribed and sworn to before me
this 12th day of January, 2012

Teresa C Gaffney
Signature of Notary

Seal

OFFICIAL SEAL
TERESA C GAFFNEY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/10/13

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this _____ day of _____

Signature of Notary

Seal

*Insert EXACT legal name of the applicant

CERTIFICATION

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

- 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 manger 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 Danville Healthcare, 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
Tom Pliura M.D.	
PRINTED NAME	PRINTED NAME
A Managing Member	
PRINTED TITLE	PRINTED TITLE
Notarization: Subscribed and sworn to before me this 5th day of March, 2012	Notarization: Subscribed and sworn to before me this _____ day of _____
Cora E. Wahmann	
Signature of Notary	Signature of Notary
Seal OFFICIAL SEAL CORA E. WAHMANN Notary Public - State of Illinois My Commission Expires Aug 06, 2014	Seal

*Insert EXACT legal name of the applicant

CERTIFICATION

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

- 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 manger 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 _Provena Hospitals d/b/a United Samaritans Medical Center_* 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.

Michael K Braun
SIGNATURE

Michael C. Braun
PRINTED NAME

President / CEO
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 12th day of January, 2012

Signature of Notary

Seal

OFFICIAL SEAL
TERESA C GAFFNEY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/10/13

Deborah A. Schimerowski
SIGNATURE

Deborah A. Schimerowski
PRINTED NAME

VP FINANCE/CFO
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 2 day of March, 2012

Ruth A. Pollard
Signature of Notary

Seal

OFFICIAL SEAL
RUTH A. POLLARD
Notary Public - State of Illinois
My Commission Expires Aug 20, 2015

*Insert EXACT legal name of the applicant

CERTIFICATION

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

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

Sandra Bruce
SIGNATURE

Sandra Bruce
PRINTED NAME

Chief Executive Officer
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 1st day of March 2012

Linda M Noyola
Signature of Notary

Seal

Jeannie C. Frey
SIGNATURE

Jeannie Frey
PRINTED NAME

Secretary
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 1st day of March 2012

Linda M Noyola
Signature of Notary

Seal

*Insert EXACT legal name of the applicant

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

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

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

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

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

READ THE REVIEW CRITERION and provide the following required information:

BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.

2. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant during the three years prior to the filing of the application.

3. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**

4. If, during a given calendar year, an applicant submits more than one application for permit, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest the information has been previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

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

PURPOSE OF PROJECT

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.

2. Define the planning area or market area, or other, per the applicant's definition.

3. Identify the existing problems or issues that need to be addressed, as applicable and appropriate for the project. [See 1110.230(b) for examples of documentation.]

4. Cite the sources of the information provided as documentation.

5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.

6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals **as appropriate**.

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

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

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

ALTERNATIVES

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

Alternative options **must** include:

A) Proposing a project of greater or lesser scope and cost;

B) Pursuing a joint venture or similar arrangement with one or more providers or entities to meet all or a portion of the project's intended purposes; developing alternative settings to meet all or a portion of the project's intended purposes;

C) Utilizing other health care resources that are available to serve all or a portion of the population proposed to be served by the project; and

D) Provide the reasons why the chosen alternative was selected.

2) Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of total costs, patient access, quality and financial benefits in both the short term (within one to three years after project completion) and long term. This may vary by project or situation. **FOR EVERY ALTERNATIVE IDENTIFIED THE TOTAL PROJECT COST AND THE REASONS WHY THE ALTERNATIVE WAS REJECTED MUST BE PROVIDED.**

3) The applicant shall provide empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

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

SECTION VI - MERGERS, CONSOLIDATIONS AND ACQUISITIONS/CHANGES OF OWNERSHIP

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

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

A. Criterion 1110.240(b), Impact Statement

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

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

B. Criterion 1110.240(c), Access

Read the criterion and provide the following:

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

C. Criterion 1110.240(d), Health Care System

Read the criterion and address the following:

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

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

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

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

VIII. - 1120.120 - Availability of Funds

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:**

$4,800,000_	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;
_____	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.
$4,800,000	**TOTAL FUNDS AVAILABLE**	

APPEND DOCUMENTATION AS ATTACHMENT-39, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

IX. 1120.130 - Financial Viability **not applicable, funded through internal sources**

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

Financial Viability Waiver

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

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

See Section 1120.130 Financial Waiver for information to be provided

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

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

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

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

2. Variance

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

APPEND DOCUMENTATION AS ATTACHMENT 41, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

X. 1120.140 - Economic Feasibility

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

A. Reasonableness of Financing Arrangements

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

1) That the total estimated project costs and related costs will be funded in total with cash and equivalents, including investment securities, unrestricted funds, received pledge receipts and funded depreciation; or

2) That the total estimated project costs and related costs will be funded in total or in part by borrowing because:

A) A portion or all of the cash and equivalents must be retained in the balance sheet asset accounts in order to maintain a current ratio of at least 2.0 times for hospitals and 1.5 times for all other facilities; or

B) Borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

B. Conditions of Debt Financing **not applicable, funded through internal sources**

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 **not applicable, no modernization**

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	Cost/Square Foot Mod.	Gross Sq. Ft. New	Gross Sq. Ft. Circ.*	Gross Sq. Ft. Mod.	Gross Sq. Ft. Circ.*	Const. $ (A x C)	Mod. $ (B x E)	
Contingency									
TOTALS									

* Include the percentage (%) of space for circulation

D. Projected Operating Costs

The applicant shall provide the projected direct annual operating costs (in current dollars per equivalent patient day or unit of service) for the first full fiscal year at target utilization but no more than two years following project completion. Direct cost means the fully allocated costs of salaries, benefits and supplies for the service.

E. Total Effect of the Project on Capital Costs

The applicant shall provide the total projected annual capital costs (in current dollars per equivalent patient day) for the first full fiscal year at target utilization but no more than two years following project completion.

APPEND DOCUMENTATION AS ATTACHMENT -42, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

XI. Safety Net Impact Statement — not applicable

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 Medicaidpatients. 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)			
Inpatient			
Outpatient			
Total			
MEDICAID			
Medicaid (# of patients)	**Year**	**Year**	**Year**
Inpatient			
Outpatient			
Total			
Medicaid (revenue)			
Inpatient			
Outpatient			
Total			

APPEND DOCUMENTATION AS ATTACHMENT-43, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

XII. Charity Care Information **Provena United Samaritans Medical Center**

Charity Care information MUST be furnished for ALL projects.

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three **audited** fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.

2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.

3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

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

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

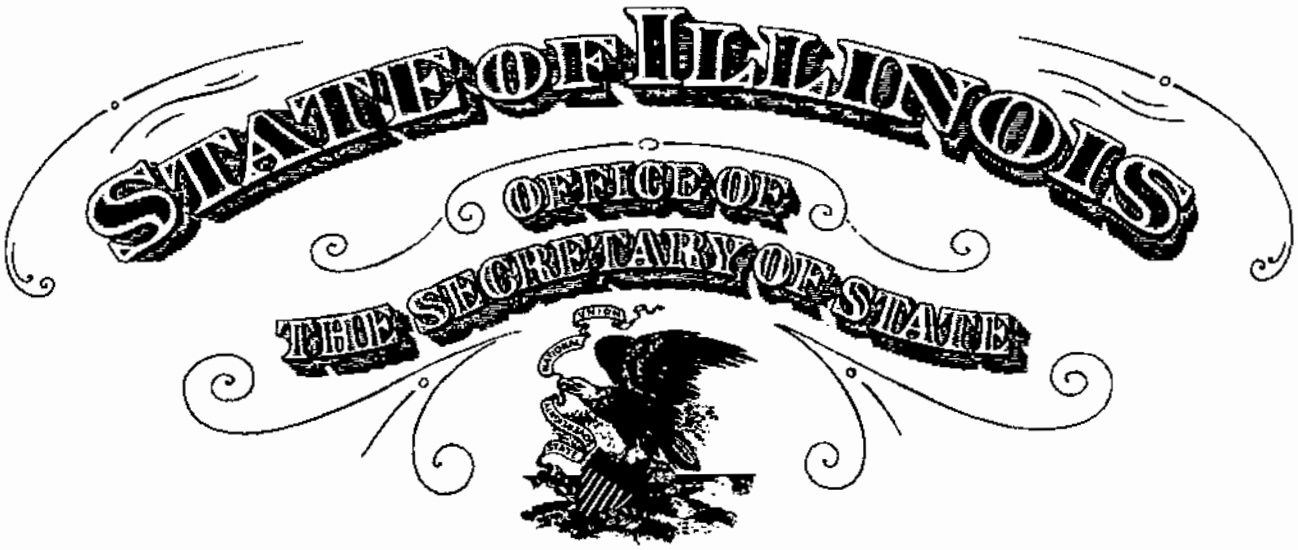
CHARITY CARE			
	2007	2008	2009
Net Patient Revenue	$118,842,864	$116,041,520	$114,110,915
Amount of Charity Care (charges)	$10,830,961	$16,181,845	$19,078,391
Cost of Charity Care	$3,132,506	$4,898,019	$4,019,972

APPEND DOCUMENTATION AS ATTACHMENT-44, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Sources:

IDPH Annual Hospital Questionnaire for Net Patient Revenue and Cost of Charity Care
Internal Financial Statements for Amount of Charity Care (charges)

File Number 0374850-2



To all to whom these Presents Shall Come, Greeting:

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

VERMILION COUNTY SURGERY CENTER, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 14, 2011, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

Authentication #: 1200900236

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

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 9TH *day of* JANUARY *A.D.* 2012 .

Jesse White

SECRETARY OF STATE

ATTACHMENT 1

121

File Number 5968-176-1

To all to whom these Presents Shall Come, Greeting:

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

PROVENA HOSPITALS, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON NOVEMBER 30, 1997, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

Authentication #: 1204400620

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

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 13TH *day of* FEBRUARY *A.D.* 2012 .

Jesse White

SECRETARY OF STATE

ATTACHMENT 1

File Number 2595-936-1

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

PROVENA-RESURRECTION HEALTH NETWORK, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JANUARY 05, 1939, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 9TH *day of* JANUARY *A.D.* 2012 .

Jesse White

SECRETARY OF STATE

Authentication #: 1200900862

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

ATTACHMENT 1

163

File Number 0013582-8

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

DANVILLE HEALTHCARE L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON SEPTEMBER 05, 1997, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 2ND *day of* NOVEMBER *A.D.* 2011 .

Jesse White

SECRETARY OF STATE

Authentication #: 1130601578

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

ATTACHMENT 1

124

SITE CONTROL

Please see the attached asset purchase agreement for proof of site control.

File Number 5968-176-1

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

PROVENA HOSPITALS, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON NOVEMBER 30, 1997, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 13TH *day of* FEBRUARY *A.D.* 2012 .

Jesse White

SECRETARY OF STATE

Authentication #: 1204400620

Authenticate at: http://www.cyberdrivelllinois.com

ATTACHMENT 3

ORGANIZATION

The proposed project has four applicants. The applicants and the rationale for naming each as an applicant are:

1. Vermilion County Surgery Center, LLC, which is a newly formed entity, will serve as the licensee of the ASTC, following the change of ownership.

2. Provena Hospitals d/b/a Provena United Samaritans Medical Center will provide the capital for the acquisition and serve as the initial sole member of Vermilion County Surgery Center, LLC.

3. Provena Resurrection Health Network holds "control" consistent with the IDPH's definition of that term, over Provena Hospitals, and as a result, will have "control" over Vermilion County Surgery Center, LLC.

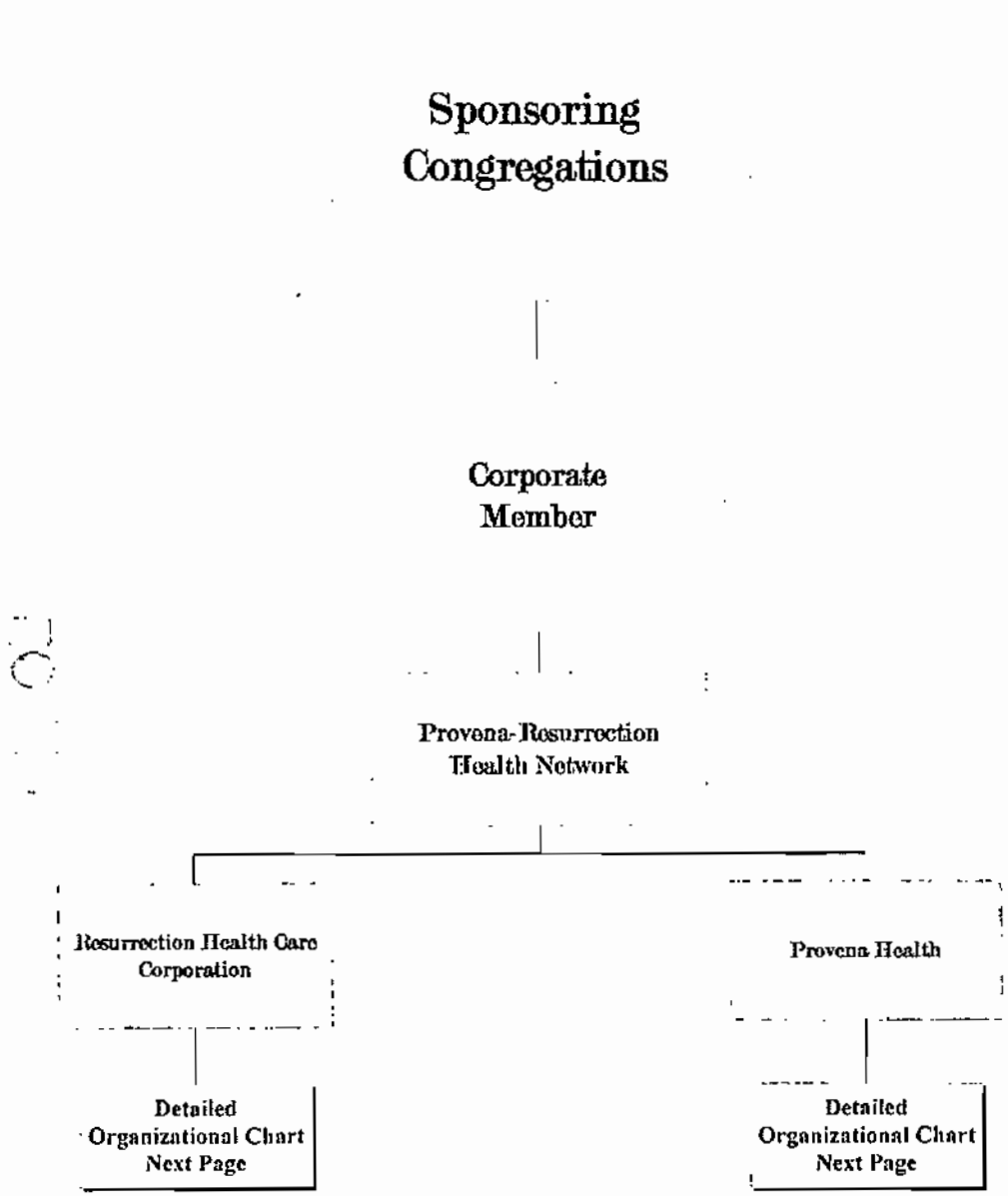
4. Danville Healthcare, LLC is named as an applicant because it is the current licensee of the ASTC.

Provena-Resurrection Health Network
Organizational Chart
Effective January 1, 2012

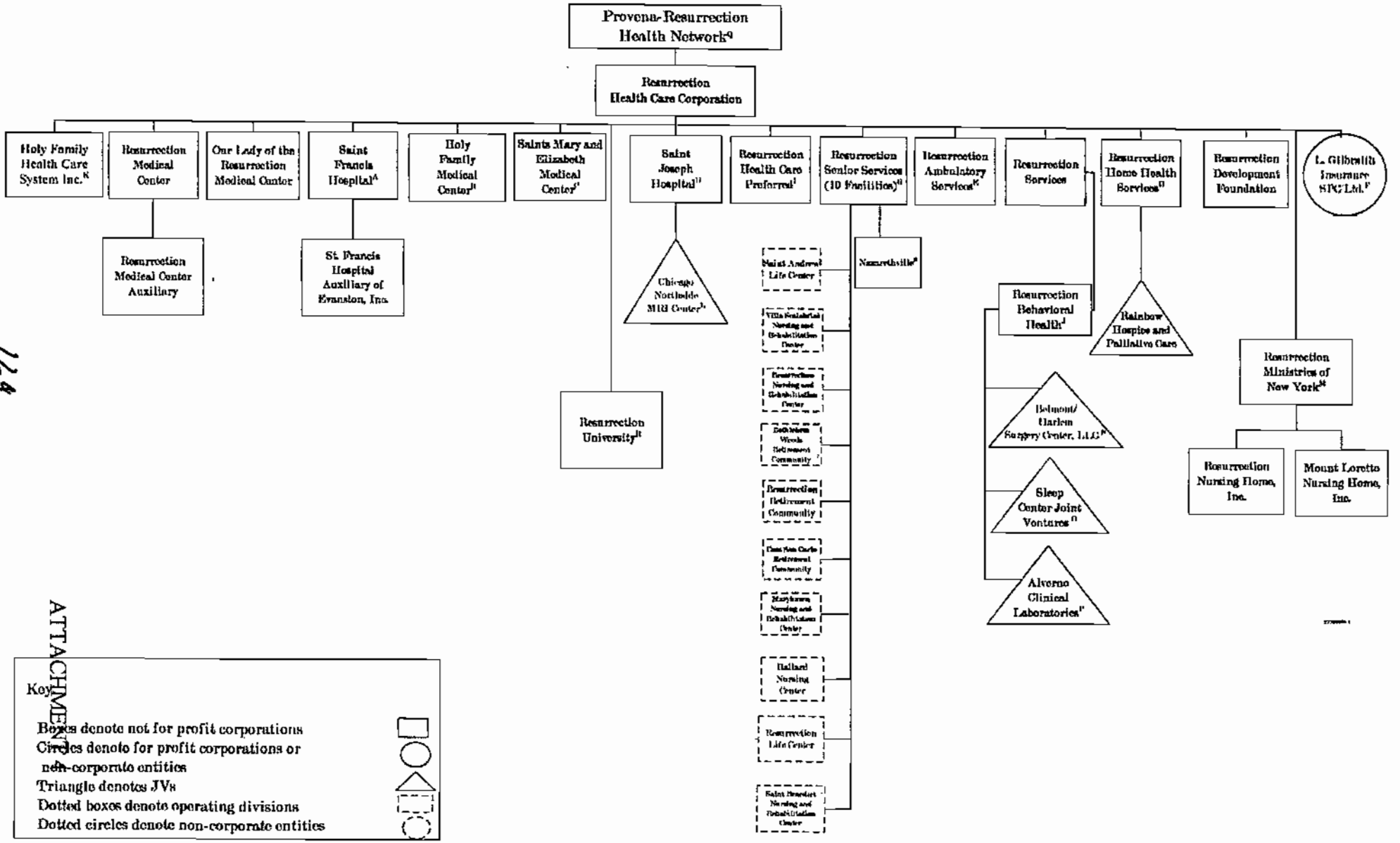
ATTACHMENT 4

Key:

- Boxes denote not for profit corporations
- Circles denote for profit corporations or non-corporate entities
- Triangle denotes JVs
- Dotted boxes denote operating divisions
- Dotted circles denote non-corporate entities



Provena-Resurrection Health Network Organizational Chart
Legacy Resurrection Entities
Effective January 1, 2012



ATTACHMENT

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Provena-Resurrection Health Network Organizational Chart
Legacy Resurrection Entities
As of January 1, 2012
Footnotes

[A] Formerly named Saint Francis Hospital of Evanston (name change effective November 22, 2004)

[B] Became part of the Resurrection system effective March 1, 2001, as part of the agreement of co-sponsorship between the Sisters of the Resurrection, Immaculate Conception Province and the Sisters of the Holy Family of Nazareth, Sacred Heart Province

[C] Created from merger of Saint Elizabeth Hospital into Saint Mary of Nazareth Hospital Center, and name change of latter (surviving) corporation, both effective December 1, 2003. Saint Mary of Nazareth Hospital Center (now part of Saints Mary and Elizabeth Medical Center) became part of Resurrection system under the co-sponsorship agreement referenced in Footnote B above

[D] Saint Joseph Hospital, f/k/a Cana Services Corporation, f/k/a Westlake Health System

[E] Formerly known as West Suburban Health Services, this 501(c)(3) corporation had been the parent corporation of West Suburban Medical Center prior to the hospital corporation becoming part of the Resurrection Health Care system. Effective January 1, 2010, Resurrection Ambulatory Services assumed the assets and liabilities of Resurrection Services' ambulatory care services division. Resurrection Ambulatory Services also operates under the d/b/a Express Care Clinics (effective October 31, 2011).

[F] A Cayman Islands corporation registered to do business as an insurance company.

[G] Corporation formerly known as Westlake Nursing and Rehabilitation Center (also f/k/a Leyden Community Extended Care Center, Inc.). Scalabrini Life Center was voluntarily discontinued as a long term care facility on January 24, 2006. Control of Saint Francis Nursing and Rehabilitation Center was transferred to a third party effective July 1, 2010. The Ballard Nursing Center facility a/k/a Ballard Healthcare, and Ballard Rehabilitation was purchased effective June 1, 2011; Holy Family Nursing and Rehabilitation Center ceased long term care operations effective October 8, 2011.

[H] Resurrection Home Health Services, f/k/a Health Connections, Inc., is the combined operations of Extended Health Services, Inc., Community Nursing Service West, Resurrection Home Care, and St. Francis Home Health Care (the assets of all of which were transferred to Health Connections, Inc. as of July 1, 1999).

[I] Resurrection Health Care Preferred, d/b/a Resurrection Health Preferred, f/k/a Saint Francis Health Preferred, operates under the following d/b/a's: Saints Mary and Elizabeth Health Preferred, Saint Joseph Health Preferred, Resurrection Health Preferred and Saint Francis Health Preferred.

[J] Proviso Family Services does business as Resurrection Behavioral Health, also known as ProCare Centers and Employee Resource Centers (effective 1st March, 2004), and Resurrection Express Care (effective October 31, 2011).

[K] Former parent of Holy Family Medical Center; non-operating 501(c)(3) "shell" available for future use

[L] An Illinois general partnership between Saint Joseph Hospital and Advocate Northside Health System, an Illinois not for profit corporation

[M] Resurrection Health Care Corporation is the Corporate Member of RMNY, with extensive reserve powers, including appointment/removal of all Directors and approval of amendments to the Corporation's Articles and Bylaws. The Sponsoring Member of the Corporation is the Sisters of the Resurrection New York, Inc.

[N] Resurrection Services owns over 50% of the membership interests of Belmont/Harlem, LLC, an Illinois limited liability company, which owns and operates an ambulatory surgery center.

[O] Resurrection Services owns a majority interest in the following Illinois limited liability companies which own and operate sleep disorder diagnostic centers: RES-Health Sleep Care Center of River Forest, LLC; RES-Health Sleep Care Center of Lincoln Park, LLC; RES-Health Sleep Care Center of Evanston, LLC; RES-Health Sleep Care Center of Chicago Northwest, LLC

[P] Joint Venture for clinical lab services entered into with 2 other Catholic health care systems. Provena Health (prior to current affiliation) and Sisters of Saint Francis Health Services, Inc., consisting of an Indiana limited liability company of which Resurrection Services and a Provena affiliate are both 1/3 members, and a tax-exempt cooperative hospital service corporation, of which all Resurrection tax-exempt system hospitals collectively have a 1/3 interest, with Provena Hospitals also holding a 1/3 interest.

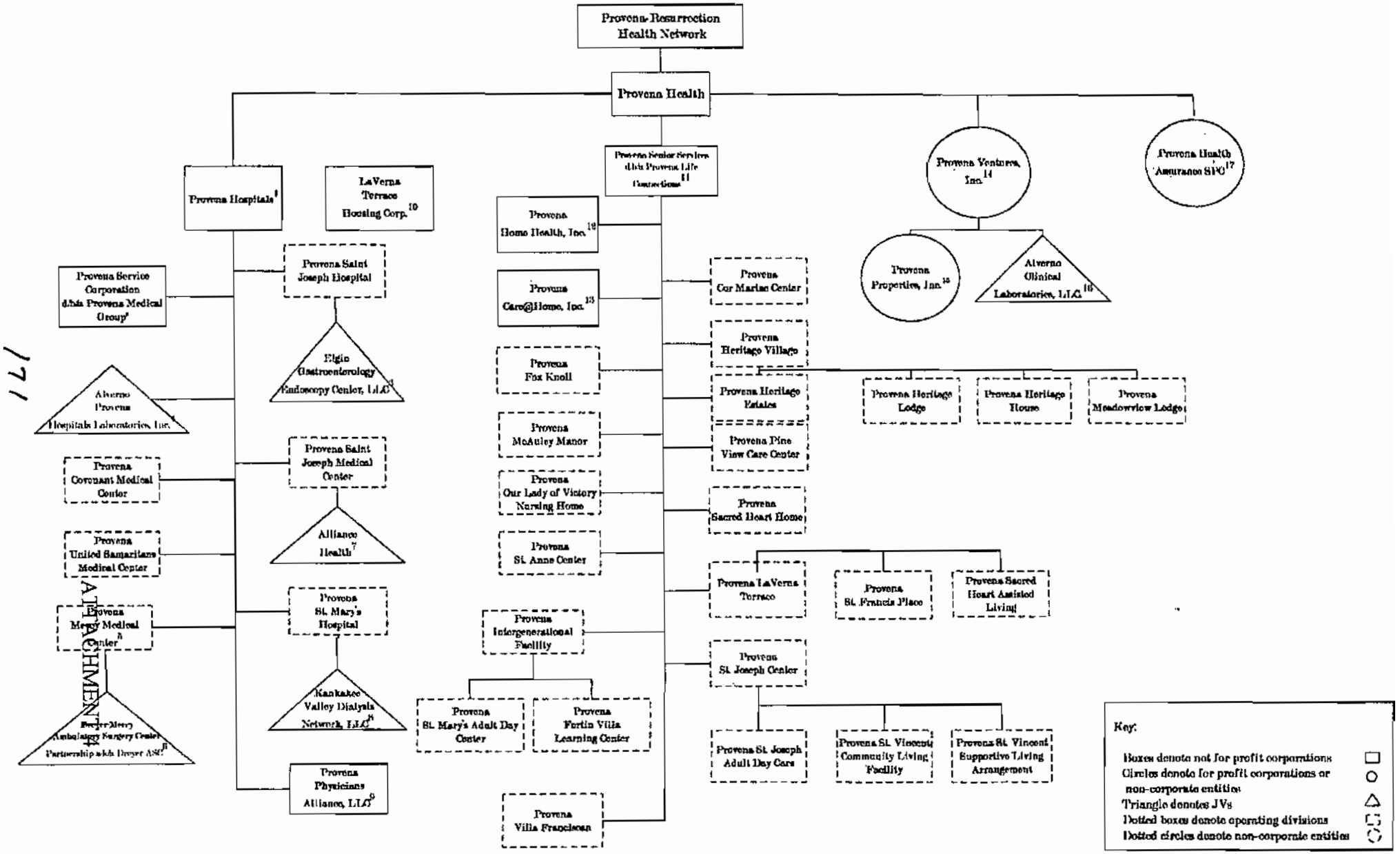
[Q] Provena-Resurrection Health Network was formerly named Cana Lakes Heath Care; with prior name of Westlake Community Hospital (d/b/a Westlake Hospital); all Westlake Hospital and related operations were transferred to affiliates of Vanguard Health System on August 1, 2010. As of November 1, 2011, this corporation was repurposed to serve as the ultimate parent corporation of the combined system resulting from the affiliation of the Resurrection Health Care and Provena Health systems as set forth in a System Merger Agreement dated as of June 30, 2011. From August 1, 2010 through October 31, 2011, there was no operating activity under this corporation.

[R] Resurrection University was formerly named West Suburban Medical Center; West Suburban Hospital Medical Center; and West Suburban Hospital Association. All hospital and other operations were transferred to affiliates of Vanguard Health System on August 1, 2010, such that there were no active operational activities within this corporation from such date until July 1, 2011, at which time the assets and liabilities associated with Resurrection University (formerly an operating division of West Suburban Medical Center known as West Suburban College of Nursing, through June 30, 2010, and from July 1, 2010 through June 30, 2011, an operating division, d/b/a Resurrection University, of Saints Mary and Elizabeth Medical Center,.

[S] Effective January 1, 2012, Resurrection Senior Services replaced the Sisters of the Holy Family of Nazareth as the Sole Corporate Member of Nazarethville, an Illinois Not-For-Profit Corporation that operates a skilled nursing facility.

ATTACHMENT 4

Provena-Resurrection Health Network Organizational Chart
Legacy Provena Entitles
Effective January 1, 2012



ATTACHMENT 4

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Provena-Resurrection Health Network Organizational Chart
Legacy Provena Entities
As of January 1, 2012
Footnotes

1. Franciscan Sisters Health Care Corporation, Mercy Center for Health Care Services, St. Mary's Hospital of Kankakee, Illinois, Covenant Medical Center of Champaign/Urbana, and ServantCor were consolidated into Provena Hospitals November 30, 1997; Provena Hospitals is comprised of 6 hospital divisions.
2. Taxable subsidiary of Provena Hospitals; operates under d/b/a of Provena Medical Group, a/k/a PMG; was parent of Provena Imaging (dissolved).
3. Joint venture affiliated with Provena Saint Joseph Hospital; ambulatory surgery treatment center d/b/a The Endo Center of Elgin Gastroenterology, LLC, that provides endoscopy services owned by 5 MDs (75%), PSJH (9.75%), and Sherman (15.25%). PSJH expected to sell its interest back to the majority-owned physician group on or around January 31, 2012.
4. Joint venture with the Sisters of St. Francis Health System in Mishawaka, Indiana began operation in 2005, and was later expanded to include the Resurrection Heath Care System; APHL is an Indiana not-for-profit providing hospital based clinical laboratory services on a cooperative basis.
5. Division of Provena Hospitals; formerly known as Provena Mercy Center (name change effective 2005).
6. Partially owned by Provena Hospitals, d/b/a Provena Mercy Medical Center; joint venture ambulatory surgery center; partnership agreement dated November 1, 1991.
7. Joint venture providing PHO and MSO services (50/50 Hospital and Physicians); organized 1994.
8. Joint venture of Provena Hospitals, d/b/a Provena St. Mary's Hospital providing dialysis and associated services; organized in 2003.
9. An Illinois LLC organized in 2011 to develop a physician network working in conjunction with Provena Hospitals in the process of clinical integration.
10. Built in 1981, formerly named McAuley Medical Properties; became LaVerna Terrace Housing Corporation on January 16, 1998.
11. Not-for-profit corporation operating numerous nursing homes and other senior care and residential facilities, incorporated in 1997. Operates in alignment with Provena Home Care under the name Provena Life Connections in April 2010.
12. Not-for-profit subsidiary of Provena Senior Services providing home care/hospice services; organized 1999.
13. Not-for-profit subsidiary of Provena Senior Services providing home care/hospice services; organized 1999.
14. For-profit corporation; holds LLC portion of Alverno lab joint venture. Incorporated/organized in 1997.
15. For profit corporation organized to hold real property, organized in 1986.
16. Indiana taxable LLC that operates a clinical laboratory located in Hammond, Indiana, as part of the Alverno Clinical Laboratory for the joint venture; organized in 2005: Provena Ventures owns a 1/3 interest (Resurrection Services also owns a 1/3 interest).
17. A Cayman Islands corporation registered to do business as an insurance company.

ATTACHMENT 1.4

PROJECT COSTS

Consulting and Other Fees ($200,000)

Estimate of CON-related fees, feasibility assessment/due diligence process, legal fees, licensing associated costs, and miscellaneous costs associated the change of ownership.

Acquisition of Building or Other Property ($4,600,000)

Negotiated acquisition price per attached agreement.

FACILITIES LICENSED IN ILLINOIS

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

ATTACHMENT 11

PROVENA
Health
19065 Hickory Creek Drive, Suite 300
Mokena, IL 60448
708 478 7967 Tel

Resurrection
Health Care
7435 West Talcott Avenue
Chicago, IL 60631
773 792 5555 Tel

March 6, 2012

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

To Whom It May Concern:

In accordance with Review Criterion 1110.230.b, Background of the Applicant, we are submitting this letter assuring the Illinois Health Facilities and Services Review Board (IHFSRB) that:

1. Over the past three years there have been a total of six (6) adverse actions involving a Provena-Resurrection Health Network hospital (each addressing Medicare Conditions of Participation).

   - Two (2) actions relate to Our Lady of the Resurrection Medical Center (OLR). One action, initiated in 2009, involved a life safety code issue related to the age of the physical plant of OLR and for which OLR completed its plan of correction in 2011 to the satisfaction of IDPH and CMS. The other action arose in February 2010 involving Medical Staff issues. This was resolved in 2010.

   - Two (2) actions relate to Saint Joseph Hospital (SJH) and were initiated in 2009. In the first action, SJH was cited during a follow-up survey with certain deficiencies in conducting and documenting rounds on its psychiatry unit and this matter was fully resolved in 2009 to the satisfaction of CMS and IDPH through a plan of correction. The other action involved a life safety code issue related to the age of the physical plant of SJH for which a plan of correction will be completed by June, 2012.

   - One action relates to St. Mary and Elizabeth Medical Center (SMEMC) that was initiated in late 2011. SMEMC was cited with a deficiency related to patients' rights and the hospital has submitted a Plan of Correction.

One action relates to Resurrection Medical Center (RMC) that was initiated in 2011. RMC was alleged certain deficiencies related to the hospital's CLIA certification. Resurrection has appealed this alleged deficiency with CMS.

2. Over the past year there has been one adverse action involving a Provena-Resurrection long-term care facility. The action arises from a complaint survey at Resurrection Maryhaven Nursing and Rehabilitation Center that was initiated in 2011. As a result of the survey, IDPH notified Maryhaven that it found an immediate-jeopardy level deficiency and a Type A Violation for failing to protect a resident in the facility's dementia-unit from injury. Both IDPH and CMS have imposed sanctions and Resurrection is currently appealing all sanctions before IDPH and CMS. The facility has been found back in substantial compliance.

3. Provena-Resurrection Health Network authorizes the State Board and State Agency access to information to verify documentation or information submitted in response to the requirements of Review Criterion 1110.230.b or to obtain any documentation or information which the State Board or State Agency finds pertinent to this application.

If we can in any way provide assistance to your staff regarding these assurances or any other issue relative to this application, please do not hesitate to call me.

Sincerely,

Jeannie C. Frey

Jeannie C. Frey
Senior Vice President

OFFICIAL SEAL
ELIZABETH D. NEARY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES JUN. 10, 2012

Elizabeth D Neary
3/6/12

PURPOSE

The proposed project is limited to a change of ownership, and the proposed change of ownership will assure that the residents of the area retain access to the services of an ambulatory surgical treatment center (ASTC), which following the change of ownership, will be affiliated with Provena United Samaritans Medical Center.

The ASTC, which is currently privately-owned, has a history of serving residents of Danville and the surrounding communities, and the center's patient origin is not anticipated to change in any appreciable fashion as a result of the change of ownership. The table below identifies the ASTC's patient origin, for the twelve-month period ending June 30, 2011. That patient origin analysis clearly demonstrates that the ASTC provides services primarily to residents of the area, with 44.6% of patients coming from Danville, alone, and 83% coming from the fifteen ZIP Code areas identified in the table below.

The market area for the ASTC, consistent with historical patient origin, extends 30 minutes in all directions from the facility.

ZIP Code	Community	%	Cumulative %
61832	Danville, IL	44.6%	44.6%
47932	Covington, IN	6.5%	51.1%
61846	Georgetown, IL	5.3%	56.3%
61883	Westville, IL	5.0%	61.4%
61858	Oakwood, IL	3.2%	64.6%
61834	Danville, IL	3.1%	67.7%
61817	Catlin, IL	2.2%	69.9%
47928	Cayuga, IN	1.9%	71.8%
61924	Chrisman, IL	1.9%	73.7%
47987	Veedersberg, IN	1.8%	75.5%
61841	Fairmount, IL	1.8%	77.3%
60942	Hoopston, IN	1.6%	78.8%
61833	Danville, IL	1.6%	80.4%
61870	Ridge Farm, IL	1.6%	81.9%
47952	Kingman, IN	1.1%	83.0%
	ZIP Code areas with <1.0%	17.0%	100.0%

Accessibility to the ASTC will be improved as a result of the adoption of a new charity care policy (pleases see ATTACHMENT 19B), which will improve access for the uninsured segment of the service area population. Following the proposed change of ownership, the ASTC will operate under Provena-Resurrection Health Network's system-wide policy, and improved access should be demonstrated immediately following the new policy's implementation. During 2009 and 2010 Danville Healthcare, LLC reported to the IDPH that it treated no patients classified as "charity". Alternatively, during those two years, Provena United Samaritans Medical Center (also located in Danville) identified 4.5% and 4.2%, respectively, of their outpatient procedures as being classified as "charity" in their IDPH Profiles.

ALTERNATIVES

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

This project is limited to a change of ownership, and more specifically, the change of ownership of a multi-specialty ambulatory surgical treatment center (ASTC).

In order to best respond to Section 1110.230(c), given the particular circumstances and limited nature of the project, when developing an *Application for Permit* for a similar project, the applicant's consultant conducted a technical assistance conference with State Agency Staff (July 12, 2010). That technical assistance conference was documented according to the agency's practice. Through the technical assistance process, the applicants were directed by State Agency staff to set forth the factual background in response to Section 1110.230(c): Danville Healthcare, LLC is a multi-specialty ASTC in which approximately 1,000 surgical procedures were performed in 2010. No hospital or multi-hospital system holds an ownership interest in the ASTC. The facility's owner, in mid-2011, indicated to Provena United Samaritans Medical Center, the closest hospital, a willingness to sell the ASTC. Initial evaluations performed by the hospital led to an in-depth due diligence process, negotiations between the two

parties, an agreement on terms, required approvals by the hospital's parent, and the signing of an agreement, contingent upon the issuance of a Certificate of Need Permit by the IHFSRB.

IMPACT STATEMENT

There will be no change to the services provided at the Ambulatory Surgical Treatment Center following the change of ownership. The ASTC will continue to operate with three operating rooms, and provide a broad spectrum of surgical specialties. The facility's name, however, will be changed from Danville Healthcare to Vermilion County Surgery Center.

The ownership of Danville Healthcare, Danville Healthcare, LLC has elected to divest itself of the ASTC, and the acquisition was viewed as strategically appropriate by Provena United Samaritans Medical Center and its parent Provena-Resurrection Health Network.

The operating entity/license holder following the change of ownership will be Vermilion County Surgery Center, LLC.

No reductions in clinical staffing are anticipated to result from the change of ownership, nor are any reductions anticipated during the first two years following the change of ownership. Should utilization of the ASTC increase substantially, the potential exists for additional staff to be hired.

The costs associated with the proposed change of ownership are limited to those identified in ATTACHMENT 7. The primary benefit to be derived from the change of ownership will be for area residents that will realize improved accessibility due to the more liberal charity care policy to be employed by the ASTC. Specifically, following the change of ownership the ASTC will operate under the same charity care policy used by Provena United Samaritan's Medical Center (PUSMC). During 2010 the ASTC provided no charity care and 6.4% of its patients were Medicaid recipients. In contrast, during 2010, PUSMC, which has a service population similar to that of the ASTC, provided 4.2% of its outpatient services on a "charity care" basis and 31% to Medicaid recipients.

ACCESS

Attached are: 1) the admissions/charity care polices under which Danville Healthcare, LLC is currently operating; 2) Provena-Resurrection Health Network's Assistance/Charity Care policy under which Vermilion County Surgery Center will operate; and 3) a letter, certifying that the proposed change of ownership will not result in more restrictive admissions/charity care policies at the ASTC.

ATTACHMENT 19B

POLICY 3.18a

Danville HealthCare Administration

Self Pay Patients

Policy Statement

Except for cosmetic procedures, self pay patients will be asked to set up a payment plan. The suggested plan is 1/12 of the balance or $200, which ever is more, to be paid at the time of service with the remainder to be paid monthly and equally over the next 12 months. Patients will be given the option of a 50% discount if paying in full within 3 months. This policy will also apply to patients who become self pay patients following insurance company payment denial.

Self pay patients who cannot pay at the time of service or who cannot meet the terms of the suggested plan may still be treated at the Center, except for cosmetic procedures. The Business Office Manager shall log and report all self pay patients who were unable to pay at the time of service or meet the terms of a suggested payment plan. These patients should be tracked and trends should be noted. Trends will be reported to the Board. Patients who are financially unable to pay for services or who are unable to maintain an agreed payment plan will be evaluated, on a case-by-case basis for adjustment of the (remaining) balance of their account. Although patients will be evaluated individually so that rigid collections policies do not result in the granting or denial of inappropriate discounts, general guidelines for the granting of an entire balance adjustment will include consideration of any special circumstances, other financial obligations, and family income as a percentage of the then current Federal Poverty Level. Generally, patients with family income below 200% of the Federal Poverty Level will qualify for an entire balance adjustment.

Who Should Know This Policy

- ☐ Pre-Op Staff
- ☐ Post-Op Staff
- ☐ PACU Staff
- ☐ All Employees
- ☐ All Clinical Staff
- ☒ All Business Office Staff
- ☒ Business Office Manager
- ☐ Director of Nursing
- ☒ Director of Operations
- ☒ Administrator

Procedures

1. The Billing Coordinators will work with all self pay patients to set up payment plans.

ATTACHMENT 19B

A. The above noted guide will be used as a starting point for all payment plans.
B. Discretion may be used in setting up payment plans for less expensive procedures.

II. The Billing Coordinators will complete the Payment Plan Form and place it in the chart.

III. The receptionists will have the patient sign the Payment Plan Form and will collect the initial payment at the time of service.

IV. All patients will receive an initial statement for total charges. This statement will be followed, as necessary, by a second statement at 30 days, a phone call at 37-40 days, and a third statement at 45 days. If no payment is made, no agreement is entered, and no qualification for additional discount is applicable, by the end of business on the 55th day, the account will be reviewed for further collection activities.

The following positions are responsible for the accuracy of the information contained in this document:

- ☐ Administrator
- ☐ Medical Director
- ☒ Director of Operations
- ☒ Business Office Manager
- ☒ Director of Operations

POLICY 3.6a

Danville HealthCare Administration

Coding and Billing

Policy Statement

The Center shall make every effort to code procedures in accordance with correct coding standards set forth by Medicare, Medicaid and other third-party payor initiatives. The Center shall make every effort to generate and submit charges to third-party payors and/or patients that are reasonable and customary for the services rendered.

Who Should Know This Policy

- ☐ Pre-Op Staff
- ☐ Post-Op Staff
- ☐ PACU Staff
- ☐ All Employees
- ☐ All Clinical Staff
- ☐ All Business Office Staff
- ☒ Business Office Manager
- ☐ Director of Nursing
- ☐ Medical Director
- ☒ Administrator
- ☒ Regional Director

Procedures

I. Coding

All documented procedures will be coded for each patient encounter. Documentation shall be found in the context of the operative report. The Correct Coding Initiative will be the rule for coding Medicare and Medicaid cases. This should also be the rule for other third-party payors unless otherwise specified by a payor.

II. Billing

The billing method for multiple procedures will be as follows:

A. 100% of the facility fee for the primary procedure
B. 100% of the facility fee for the secondary procedure
C. 100% of the facility fee for the tertiary and additional procedures

The following positions are responsible for the accuracy of the information contained in this document:

- ☒ Administrator
- ☐ Medical Director
- ☐ Managing Member
- ☒ Business Office Manager
- ☒ Director of Operations

POLICY 3.18b

Danville HealthCare Administration

Collections Guidelines

Policy Statement

These guidelines are intended to provide the Business Office Staff with a general guide for collections. Specific questions should always be addressed to the Director of Operations.

Who Should Know This Policy

☐	Pre-Op Staff	☐	All Employees	☐	Director of Nursing
☐	Post-Op Staff	☐	All Clinical Staff	☐	Medical Director
☐	PACU Staff	☒	All Business Office Staff	☒	Administrator
☒	Business Office Manager				

Procedures

I. BCBS Patients who have received the Check
   A. Once the Center receives information stating that the patient received the check the patient should be sent the BCBS patient statement. If payment is not made within 14 days, the account shall be sent to collections or pursued by any other legal means.
   B. The patient will be responsible for all costs and expenses of collections and/or court costs.

II. Patients with Multiple Procedures
   A. Attempts should be made to obtain total reimbursement equal to at least the total charges for one procedure; additional charges may be written off at the discretion of the Managing Member or Director of Operations. The Business Office Manager shall keep a written log and report of all charges written off or discounted based on this multiple procedure policy.

III. Workers' Compensation Claims
   A. The patient should only be billed if the claim is a questionable Worker's Compensation claim.
   B. If the claim is a true Workers' Compensation claim, all attempts should be made to collect 100% from the insurance company. If there is a substantial difference between the billed charges and the reimbursement, the patient's lawyer should be contacted. Substantial is defined as reimbursement of less than 75% of billed charges.

IV. Out of Network Patients.
   A. Out of network patients will only be charged what they would have been charged had they gone to an in-network facility. The Billing staff will calculate this on a case by case basis based on information obtained in the benefit verification process or from information determined by additional investigation.

V. Requests for Reduced Fee Schedule.

A. Our fee schedule is set and fees shall not be discounted at a physician's request, unless approved by the Managing Member.

VI. Requests for Discounts

A. Billing staff is authorized to negotiate with insurance companies up to a 20% discount in order to secure immediate payment. Attempts should be made to negotiate a 10% discount. All other discounts must be discussed with the Managing Member or Director of Operations. The Business Office Manager shall keep a written log and report of all charges written off or discounted.

The following positions are responsible for the accuracy of the information contained in this document:

- ☐ Administrator
- ☐ Medical Director
- ☒ Managing Member
- ☒ Business Office Manager
- ☒ Director of Operations

Effective Date: March 15, 2004

POLICY 3.14

Danville HealthCare Administration

Insurance Responsibility

Policy Statement

The surgery center will make an effort to ensure that all insurance claims are paid within 45-50 days of submission of a clean claim. The turn around time for Medicare electronic claims will be set at 17 days. The turn around time for electronic claims submitted to other carriers should be held to the time frame they have set for themselves.

The Business Office Manager will be responsible for monitoring the Accounts Receivable. An aging report will be run on a weekly basis to monitor reimbursement. The Business Office Manager can delegate to an appropriate member of the Business Office staff the work to be completed regarding collections.

Who Should Know This Policy

☐ Pre-Op Staff	☐ All Employees	☐ Director of Nursing
☐ Post-Op Staff	☐ All Clinical Staff	☐ Medical Director
☐ PACU Staff	☐ All Business Office Staff	☒ Administrator
	☒ Business Office Manager	☐ Regional Director

Procedures

I. **The Business Office Manager will run a Billing Trial Balance. Carriers that have accounts 45 and greater days in A/R warrant immediate action. Inquiries as to the status of the claims must be made and a resolution brought to bear within 24 hours. All inquiries made of the carrier shall be documented in the patient's account in SIS. Documentation shall include the person spoken with, the date of inquiry, and an accurate synopsis of the conversation. The person making the inquiry must tag the documentation with their initials.**

II. **The Business Office Manager or a designee shall analyze daily the ECS reports to monitor for denials or problems. A resolution to any denials or other problems will be brought to bear within 24 hours of discovery. All denials received by mail shall be reviewed on a daily basis and inquiries made into the denials the same day they are received.**

The following positions are responsible for the accuracy of the information contained in this document:

- ☒ Administrator
- ☐ Medical Director
- ☐ Director of Nursing
- ☒ Business Office Manager
- ☒ Director of Operations

Effective Date: March 15, 2004

ATTACHMENT 19B

POLICY 3.3

Danville HealthCare Administration

Benefits Verification

Policy Statement

As a service to our patients, the Business Office will verify benefits for both primary and secondary carriers. Benefits will be verified two weeks prior to the surgery date. Same day and next day add-ons will be given priority and verified immediately. Patients will be informed of their benefits and any monies that will be due to the surgery center subsequent to the verification of benefits and the calculation of their financial responsibility.

The surgery center will make every reasonable attempt to secure any pre-certification, authorization, referrals and/or second surgical opinions as mandated by any care management/policy stipulations. The surgery center may re-schedule cases if any policy and/or care management requirements have not been secured 24 hours prior to the surgery date. Cases can be performed in the event authorization is not secured. However, the patient will be responsible for all charges related to their surgery. In this instance, insurance will not be billed and the patient is categorized as self-pay.

Who Should Know This Policy

☐ Pre-Op Staff	☐ All Employees	☐ Director of Nursing
☐ Post-Op Staff	☐ All Clinical Staff	☐ Medical Director
☐ PACU Staff	☐ All Business Office Staff	☒ Administrator
	☒ Business Office Manager	☐ Regional Director

Procedures

I. **The Patient Account Representative responsible for verifying benefits will produce an Admit/Billing Schedule daily. This will facilitate the tracking of work that has or has not been completed. The Business Office Manager will also produce a Pending Procedure Report and review any potential problems for management.**

II. **The following script is a recommended format to use when speaking with a Customer Service Representative at an insurance company (remember to always document the name of the Customer Service Representative):**

"Hello, my name is_____. I am calling from Danville HealthCare Surgery Center. I need to verify medical benefits for our facility charge for outpatient surgery."

A. You may be asked to supply the policy and/or group number. In addition, you may need to supply an assigned provider number and/or Tax Identification Number (TIN). Have these readily available.

III. At some point you will need to inquire about the following:

"The scheduled procedure(s) is _____. Does this procedure(s) require precertification, authorization, referral, and/or second surgical opinion?"

A. If "yes", is answered to any of these you must determine how and by whom these care management requirements must be satisfied. Follow-up with the appropriate parties to ensure that the care management requirements are fulfilled in the deemed time frame.

B. Document the benefits verbatim as described by the Customer Service Representative.
   1. The description of benefits will be entered into the memo screen in Patient Demographics and the insurance tab in Patient Visit.
   2. The system will automatically assign the User ID in the insurance tab when you enter in the benefits information.
   3. However, the date and initials of the person verifying the benefits will need to be manually entered in the Patient Demographics memo screen.

IV. Calculation of the patient's financial responsibility will occur subsequent to the verification of benefits. You must determine if the calculation is to be based upon your gross facility charge or a contracted reimbursement rate.

A. The following is a formula for calculating amounts due for policies with a deductible and coinsurance:

Example 1: Patient has a policy with a $150.00 deductible, plus 10% coinsurance. The facility does not have a contract with this particular carrier. Therefore, the calculation will be based upon the gross facility fee.

Gross Facility Fee:	$3,000.00	
Less: Deductible:	150.00	
Coinsurance factor:	$2,850.00	
Coinsurance multiplier:	x .10	
Coinsurance due:		$285.00
Add: Deductible:		150.00
Total due by patient:		$435.00

Example 2: Same as above, except the facility has a contract with this particular carrier. Therefore, the calculation will be based upon a contracted amount.

Contracted rate:	$952.00	
Less: Deductible:	150.00	
Coinsurance factor:	$802.00	
Coinsurance multiplier:	x .10	
Coinsurance due:		$ 80.20
Add: Deductible:		150.00
Total due by patient:		$230.20

B. If there is only a coinsurance amount due (usually based upon a percentage), the calculation will only consist of multiplying the gross facility fee or contracted rate by the percentage or coinsurance multiplier.

V. **The total amount due by the patient is entered into two separate sites in SIS.**

A. Under "Patient Visit" enter the total patient responsibility in the "Patient Resp" field.
B. Enter the amount to collect into the "Collect/Deposit" field.
C. The two fields should contain the same amount. The only time they should differ is if you have entered into a payment agreement with the patient.
D. The "Collect/Deposit" field will then reflect the amount the facility will collect as a down payment on the total balance due.
E. Out of consideration to the patient, you must inform the patient/responsible party of their financial responsibility to the facility as soon as possible.

The following positions are responsible for the accuracy of the information contained in this document:

- ☒ Administrator
- ☐ Medical Director
- ☐ Director of Nursing
- ☒ Business Office Manager
- ☐ Regional Director
- ☒ Director of Operations

Effective Date: March 15, 2004

POLICY 3.24

Danville HealthCare Administration

Posting Charges and Submitting Claims

Policy Statement

All billable charges will be entered and posted on a daily basis. Claims shall be generated on a daily basis to ensure adequate cash flow.

Who Should Know This Policy

- ☐ Pre-Op Staff
- ☐ Post-Op Staff
- ☐ PACU Staff
- ☐ All Employees
- ☐ All Clinical Staff
- ☐ All Business Office Staff
- ☒ Business Office Manager
- ☐ Director of Nursing
- ☐ Medical Director
- ☒ Administrator
- ☐ Regional Director

Procedures

I. The Billing Specialist will be responsible for ensuring that codes are received for all patients.

II. The Billing Specialist will print an *"Open Transaction"* report showing the charges entered. A check will be made to ensure that all charts have a corresponding charge. After completing the check, the charges can be posted. After posting the charges, the *"Transaction History"* report (showing only charges posted) will be run and kept in a binder. Posting charges and submitting claims should be a contiguous and daily process.

III. Operative reports will be submitted with their respective claims for Workers' Compensation Carriers. This will ensure timely reimbursement.

The following positions are responsible for the accuracy of the information contained in this document:

- ☒ Administrator
- ☐ Medical Director
- ☐ Director of Nursing
- ☒ Business Office Manager

Effective Date: March 15, 2004

REFERENCE: AAAHC Standards, *Administration*, Chapter 3, Section 6.6

ATTACHMENT 19B

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Summary of Assistance/Charity Care Policy for New Ministry Hospitals

Purpose

This policy establishes guidelines for the provision of financial assistance to assist individuals in financial need and other medically underserved individuals to obtain appropriate medical services. Our policy is patient and family centered and appropriately identifies patients that are unable to pay for medically necessary services. It is also our goal to provide accessible and effective health services while maintaining our fiscal viability.

Efforts will be made to effectively communicate the availability of financial assistance to patients, families and the communities we serve.

Our hospital ministries will follow the Illinois Hospital Uninsured Patient Discount Act, the Illinois Fair Patient Billing Act, and section 501(r) of the Internal Revenue Code (instituted by the Patient Protection and Affordable Care Act).

Mission and Values Rationale

Our Mission and Values call us to serve those in need and maintain fiscal viability. All of New Ministry hospitals have a long tradition of serving the poor, the needy, and all who require health care services. However, our Ministries alone cannot meet every community need. We will practice effective stewardship of resources in order to continue providing accessible and effective health care services.

Self Pay Discount

A self pay discount of 40% is provided to all uninsured patients without regard to income or ability to pay. It is applied to all self pay charges at time of billing. Patients receiving pre-negotiated discounts (package pricing) will not be eligible for the self pay discount. If a patient is subsequently approved for financial assistance the self pay discount is reversed and a charity allowance is applied.

Financial Assistance Discount

Financial assistance is available for uninsured patients who are Illinois residents with family gross annual income less than 600% of the Federal Poverty guidelines (FPG). The table below is utilized to determine the financial assistance discounts by tier for uninsured patients.

% of FPG	*Discount*	*Cap*
Up to 200%	100%	
201 - 300%	90%	15% of Income
301 - 400%	80%	15% of Income
401 - 600%	75%	15% of Income
Over 600%	Exception	15% of Income

Financial assistance in the form of 100% discount is also available for Insured patients who are Illinois residents with family gross income less than 200% of the Federal Poverty guidelines and after satisfying related copayments / coinsurances up to $300 per encounter is collected. If an insured patient's coverage is exhausted, the patient will be considered uninsured for purposes of financial assistance and the self pay discount will also apply to that case.

The maximum amount collected in a 12-month period from an eligible patient is 15% of family's annual gross income.

A patient may apply for financial assistance at any time during the revenue cycle process. Discounts apply to medically necessary health care service. Medically necessary services areany inpatient or outpatient hospital service, including pharmaceuticals or supplies provided by a hospital to a patient, covered under Title XVIII of the federal Social Security Act for beneficiaries with the same clinical presentation as the uninsured patient.

An Illinois resident is defined as a person who lives in Illinoisand who intends to remain living in Illinois indefinitely. Relocation to Illinois for the sole purpose of receiving health care benefits does not satisfy the residency requirement.

Presumptive Charity Eligibility Criteria

Patients are presumed to be eligible for a full (100%) financial assistance discount if they meet similar criteria for low income government or local programs including the following:

- Participation in state funded prescription programs
- Participation in Women's Infants, and Children's Programs (WIC)
- Link Card (food stamps)
- Subsidized school lunch program
- Low income subsidized housing
- Patients qualifying for Free Care clinic
- Currently eligible for Medicaid (not eligible at time of service)

- Deceased with no estate
- Homeless
- Mentally or physically incapacitated with no one to act on their behalf

Once a patient qualifies for financial assistance, all of the patient's open or bad debt accounts will be considered charity.

Non-compliance with Application Process

For uninsured patients who fail to cooperate with the financial assistance application process, a review is completed to determine their ability to pay. Patients with the likelihood of having an inability to pay will be identified as charity and further collections will not be pursued.

Committee and Approval Structure

A Financial Assistance Committee consisting of local ministry leadership and staff including roles such as: CEO, CFO, VP Mission Services, Director of Care Management, Risk Manager, Legal (as needed) and CBO staff (or a similar combination of staff appropriate for that ministry) will review all requests for financial assistance that are considered as exceptions to the guidelines identified in the policy. They will also review a summary of charity provided each month.

Eligibility Criteria/Policy Updates

The Eligibility Criteria and discount percentage will be updated annually based on the calculation set forth by the Illinois Uninsured Patient Discount Act and Section 501(r) of the Internal Revenue Code (instituted by the Patient Protection and Affordable Care Act). The Federal Poverty Guideline calculations will also be updated annually in conjunction with the published updates by the United States Department of Health and Human Services.

812 North Logan Avenue
Danville, IL 61832
217-443-5000
www.provena.org/usmc

PROVENA
United Samaritans
Medical Center

January 12, 2012

Illinois Health Facilities and
Services Review Board
Springfield, IL 62761

To Whom It May Concern:

Please be advised that the proposed change of ownership of the Danville Healthcare, LLC will not result in diminished accessibility to services, nor will the admissions/registration policies of the facility become more restrictive as a result of the proposed change of ownership.

Sincerely,

Michael L. Brown
President and CEO

ATTACHMENT 19B

Provena Health ministries are sponsored by the Franciscan Sisters of the Sacred Heart,
the Servants of the Holy Heart of Mary and the Sisters of Mercy of the Americas.

HEALTH CARE SYSTEM

The proposed change of ownership will not restrict the use of other area facilities, nor will it have an impact on other area providers. For purposes of this section, "health care system" refers to Provena-Resurrection Health Network's acute care licensed health care facilities.

Impact of the Proposed Transaction on Other Area Providers

Following the change of ownership, the surgery center will continue to operate with an "open" Medical Staff model, meaning that any qualified physician can apply for surgical privileges at the ASTC.

Other Facilities Within the Acquiring Co-Applicants' Health Care System

The Health Care System will consist of thirteen hospitals and two ASTCs. All of the hospitals, with the exception of Holy Family Medical Center, which operates as a Long-Term Acute Care Hospital (LTACH), operate as general acute care hospitals; and the other ASTC, which operates as a joint venture with physicians and is located in Chicago, is categorized as a "multi-specialty" facility. The table below identifies the distance and driving time (MapQuest, unadjusted) from the ASTC to each of the other member facilities of the Health Care System.

Proximity of Vermilion County Sugery Center (26 W. Newell Road Danville) to:

			Miles	Minutes
Provena United Samaritans Med. Ctr.	812 North Logan Street	Danville	6.0	11
Saint Francis Hospital	355 Ridge Avenue	Evanston	153.7	192
Resurrection Medical Center	7435 W. Talcott Avenue	Chicago	182.2	192
Saint Mary of Nazareth Hospital and St. Elizabeth's Med. Ctr.	2233 W. Division Street	Chicago	140.6	172
Saint Joseph Hospital	2900 N. Lake Shore Drive	Chicago	174.6	186
Our Lady Resurrection Med. Ctr.	5645 West Addison St.	Chicago	178.5	191
Holy Family Medical Center	100 North River Road	Des Plaines	188.7	201
Provena Covenant Medical Center	1400 West Park Avenue	Urbana	32.6	37
Provena Mercy Medical Center	1325 N. Highland Avenue	Aurora	159.2	191
Provena Saint Joseph Hospital	77 North Airlite Street	Elgin	176.7	212
Provena Saint Joseph Medical Ctr.	333 North Madison Street	Joliet	150.9	163
Provena St. Mary's Hospital	500 West Court Street	Kankakee	86.8	109
Belmont and Harlem Surg. Center	3101 N. Harlem Avenue	Chicago	145.2	178

Source: MapQuest

Consistent with a technical assistance conference held with IHFSRB Staff on February 14, 2011, historical utilization of the other facilities in the Health Care System is provided in the form of 2010 IDPH *Profiles* for those individual facilities, and those documents are attached.

Referral Agreements

Attached is the transfer agreement currently in place between the ASTC and Provena United Samaritans Medical Center and a transfer agreement with Provena United Samaritans Medical Center, which will be adopted and maintained following the change of ownership. Provena United Samaritans Medical Center, is located 6.0 miles/11 minutes from the ASTC (MapQuest).

Duplication of Services

As certified in this application, the applicants fully intend to retain the ASTC's clinical programmatic complement for a minimum of two years. An initial evaluation of the clinical services provided by Danville Healthcare would suggest that the ASTC provides those services typically provided through a multi-specialty ASTC.

Availability of Services to the Community

The recent system merger of the Resurrection Health Care and Provena Health systems will, because of the strength of the newly-created system, allow for the development of important operations-based services that are not currently available. Examples of these new programs, which will benefit the community, and particularly the patient community are an electronic medical records (EMR) vehicle anticipated to be implemented system-wide, enhanced physician practice-facility integration, more efficient equipment planning, replacement and procurement systems, and expanded material management programs; all of which will benefit the community through the resultant efficiencies in the delivery of patient care services.

HOSPITAL TRANSFER AGREEMENT

THIS HOSPITAL TRANSFER AGREEMENT ("**Agreement**") is entered into effective this _____ day of March, 2012 (the "**Effective Date**") by and between Danville Healthcare, LLC, a health care service provider, an Illinois not-for-profit corporation (the "**Transferring Facility**"), and **Provena United Samaritans Medical Center**, an operating unit of **Provena Hospitals**, an Illinois not-for-profit corporation ("**Receiving Hospital**"). (Transferring Facility and Receiving Hospital may each be referred to herein as a "**Party**" and collectively as the "**Parties**").

RECITALS

WHEREAS, Transferring Facility provides health care services to the community; and

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

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

WHEREAS, the Parties desire to establish a transfer arrangement to ensure continuity of care for Patients and to specify the procedure for ensuring the timely transfer of patients to Receiving Hospital.

NOW, THEREFORE, in consideration of the foregoing, and the terms, conditions, covenants, agreements obligations set forth herein, the Parties hereto agree as follows:

ARTICLE I
TRANSFER OF PATIENTS

Upon recommendation of an attending physician and pursuant to the provisions of this Agreement, in the event that any Patient needs acute inpatient or emergency care and has either requested to be taken to Receiving Hospital, or is unable to communicate a preference for Hospital services at a different Hospital, and a timely transfer to Receiving Hospital would best serve the immediate medical needs of Patient, a designated staff member of Transferring Facility shall contact the admitting office or emergency department of Receiving Hospital (the "**Emergency Department**") to facilitate admission. Receiving Hospital shall accept, and as appropriate, admit a Patient as promptly as possible in accordance with applicable federal and state laws and regulations, the standards of The Joint Commission ("**TJC**") and any other applicable accrediting bodies, reasonable policies and procedures of Receiving Hospital, and Receiving Hospital has the capacity to treat the Patient. After receiving a transfer request, Receiving Hospital shall give prompt confirmation of whether it can provide health care appropriate to the Patient's medical needs. Receiving Hospital's responsibility for patient care shall begin when Patient is admitted to Receiving Hospital.

ARTICLE II
RESPONSIBILITIES OF TRANSFERRING FACILITY

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

(a) Arranging, at no cost to Receiving Hospital, for ambulance service to Receiving Hospital;

(b) Designating a person who has authority to represent Transferring Facility and coordinate the transfer of Patient to Receiving Hospital;

(c) Notifying Receiving Hospital's designated representative prior to transfer to alert him or her of the impending arrival of Patient and provide information on Patient to the extent allowed pursuant to Article IV. Such notice shall be as far in advance as possible and in any event prior to the Patient leaving the Transferring Facility for transport, to allow the Receiving Hospital to determine whether it can provide the necessary Patient care;

(d) Notifying Receiving Hospital of the estimated time of arrival of the Patient;

(e) Recognizing and complying with the requirements of any federal and state law and regulations or local ordinances that apply to the care and transfer of individuals to Receiving Hospitals for emergency care;

(f) The Patient's medical record shall contain a physician's order to transfer the Patient. The attending physician recommending the transfer shall communicate directly with Receiving Hospital's Patient admissions, or, in the case of an emergency services Patient who has been screened and stabilized for transfer, with the Receiving Hospital's Emergency Department.

(g) In addition to a Patient's medical records and the Physician's order to transfer, Transferring Facility shall provide Receiving Hospital with all information regarding a Patient's medications, and clear direction as to who may make medical decisions on behalf of the Patient, with copies of any power of attorney for medical decision making or, in the absence of such document, a list of next of kin, if feasible, to assist the Receiving Hospital in determining appropriate medical decision makers in the event a Patient is or becomes unable to do so on his or her own behalf.

(h) Personal effects of any transferred Patient shall be delivered to the transfer team or admissions department of the Receiving Hospital. Personal effects include, but are not limited to money, jewelry, personal papers and articles for personal hygiene.

ARTICLE III
RESPONSIBILITIES OF RECEIVING HOSPITAL

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

(a) Designating a person who has authority to represent and coordinate the transfer and receipt of Patients into the Emergency Department; and

(b) Timely admission of Patient to Receiving Hospital when transfer of Patient is medically appropriate as determined by Receiving Hospital attending physician subject to Hospital capacity and patient census issues provided, that all usual conditions of admission to Receiving Hospital are met; and

(c) Recognizing and complying with the requirements of any federal and state law and regulations or local ordinances that apply to Patients who present at Emergency Departments.

ARTICLE IV
PATIENT INFORMATION

In order to meet the needs of Patients with respect to timely access to emergency care, Transferring Facility shall provide information on Patients to Receiving Hospital, to the extent approved in advance or authorized by law and to the extent Transferring Facility has such information available. Such information may include: Patient Name, Social Security Number, Date of Birth, insurance coverage and/or Medicare beneficiary information (if applicable), known allergies or medical conditions, treating physician, contact person in case of emergency and any other relevant information Patient has provided Transferring Facility in advance, to be given in connection with seeking emergency care. The Transferring Facility shall send a copy of all Patient medical records and information set forth in **Section II(g)** that are available at the time of transfer to the Receiving Facility. Other records shall be sent as soon as practicable after the transfer. The Patient's medical record shall contain evidence that the Patient was transferred promptly, safely and in accordance with all applicable laws and regulations. Each Party shall and shall cause its employees and agents to protect the confidentiality of all Patient information (including, but not limited to, medical records, electronic data, radiology films, laboratory blocks, slides and billing information), and comply with all applicable state and federal laws and regulations protecting the confidentiality of Patients' records, including the Health Insurance Portability and Accountability Act of 1996 and the corresponding Standards for Privacy of Individually Identifiable Health Information regulations, each as amended from time to time (collectively, "**HIPAA**").

ARTICLE V
NON EXCLUSIVITY

This Agreement shall in no way give Receiving Hospital an exclusive right of transfer of Patients of Transferring Facility. Transferring Facility may enter into similar agreements with

other Receiving Hospitals, and Patients will continue to have complete autonomy with respect to choice of Receiving Hospital service providers, as further described in Article VI.

ARTICLE VI
FREEDOM OF CHOICE

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

ARTICLE VII
BILLING AND COLLECTIONS

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

ARTICLE VIII
INDEPENDENT RELATIONSHIP

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

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

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

ARTICLE IX
INSURANCE

Both Parties shall maintain, at no cost to the other Party Facility, general and professional liability insurance in an amount customary for its business practices. Each Party shall provide evidence of the coverage required herein to the other Party on an annual basis upon request. Each Party shall notify the other Party at least thirty (30) days prior to termination, lapse or loss of adequate insurance coverage as provided herein. In the event the form of insurance held by a

Party is claims made, such Party warrants and represents that it will purchase appropriate tail coverage for claims, demands, or actions reported in future years for acts of omissions during the Term of this Agreement. In the event of insufficient coverage as defined in this **Article IX**, or lapse of coverage, the non-breaching Party reserves the right to immediately and unilaterally terminate this Agreement. Each Party shall notify the other in writing, by certified mail, of any action or suit filed and shall give prompt notice of any claim made against either by any person or entity that may result in litigation related in any way to this Agreement.

ARTICLE X
INDEMNIFICATION

Each Party shall indemnify, defend and hold harmless the other Party together with its officers, directors, agents, employees, affiliates, successors and assigns from and against any and all liability, loss, claim, lawsuit, injury, cost, damage or expense whatsoever (including reasonable attorneys' fees and court costs), imposed by a third party and arising out of, incident to or in any manner occasioned by the performance or nonperformance of any duty or responsibility under this Agreement by such indemnifying Party, or any of its employees, agents, contractors or subcontractors. Provided, however, neither Party shall indemnify, defend and hold harmless the other Party from claims arising from the other Party's (or its officers, directors, agents, employees, affiliates, successors and assigns) gross negligence or willful misconduct.

ARTICLE XI
TERM AND TERMINATION

Section 11.1 **Term.** The initial term of this Agreement shall commence on the Effective Date and shall continue in effect for a period of one (1) year (the "**Initial Term**"). **Thereafter, this Agreement shall automatically renew for successive one (1) year terms ("Renewal Term") unless terminated pursuant to this Section.** The Initial Term and all renewal terms shall collectively be the "**Term**" of this Agreement.

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

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

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

(30) consecutive calendar days, then the other Party may terminate this Agreement upon ten (10) business days' prior written notice to such Party.

Section 11.3 **Immediate Termination.** Notwithstanding anything to the contrary herein, this Agreement will be terminated immediately upon the following events: (a) the suspension or revocation of a Party's license, certificate or other legal credential necessary to render Patient care services and meet the terms and conditions of this Agreement; (b) termination of a Party's participation in or exclusion from any federal or state health care program for any reason; (c) the cancellation or termination of a Party's insurance required under **Article IX** of this Agreement without replacement coverage having been obtained; (d) a Party determines that the continuation of this Agreement would endanger Patient care.

Section 11.4 **Termination Due to Change in or Violation of Law.** The Receiving Hospital shall have the unilateral right to terminate or amend this Agreement, without liability, to the extent necessary to comply with any legal order issued to the Receiving Hospital by a federal or state department, agency or commission, or TJC or any such accreditation organization by which the Receiving Hospital is then accredited, or if it is reasonably determined that continued participation in this Agreement would jeopardize the Receiving Hospital's status as a Medicare or Medicaid participant or would be inconsistent with its status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Prior to termination of this Agreement pursuant to this Section, Receiving Hospital shall first reasonably attempt to amend this Agreement in a manner that will achieve the business purposes hereof. If Receiving Hospital proposes an amendment to this Agreement pursuant to in order to comply with applicable law or accreditation standards, and such amendment is unacceptable to Transferring Facility, either Party may choose to terminate this Agreement immediately upon notice at any time thereafter.

ARTICLE XII
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

To Transferring Facility
Danville Healthcare, LLC
ATTN: President/CEO
26 W Newell Ave
Danville, IL 61832

To Receiving Hospital
Provena United Samaritans Medical Center
ATTN: President/CEO
812 N Logan Ave
Danville, IL 61832

Copy to:
Provena-Resurrection Health Network
7435 West Talcott Ave., Suite 461
Chicago, IL 60631
Attention: Senior Vice President and General Counsel, Legal Affairs

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

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

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

Section 12.11 **Access to Books and Records.** If applicable, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, Receiving Hospital shall make available to the Secretary or to the Comptroller General those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing its services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such service. This Section is included pursuant to and is governed by the requirements of Public Law 96-499 and Regulations promulgated thereunder. The Parties agree that any attorney-client, accountant-client or other legal privileges shall not be deemed waived by virtue of this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers hereto setting their hands to be effective as of the Effective Date.

Danville Healthcare, LLC	**Provena United Samaritans Medical Center,** an operating unit of **Provena Hospitals**
Signature: _____	Signature: Michael L Brown
Title: Managing Member	Michael L. Brown President/CEO
Date: 3/2/12	Date: 3-2-12

HOSPITAL TRANSFER AGREEMENT

THIS HOSPITAL TRANSFER AGREEMENT ("**Agreement**") is made this 7th day of February, 2012 (the "**Effective Date**") by and between Vermilion County Surgery Center, LLC, a health care service provider, an Illinois not-for-profit corporation (the "**Transferring Facility**"), and **Provena Hospitals, d/b/a** Provena United Samaritans Medical Center, an Illinois not-for-profit corporation ("**Receiving Hospital**"). (Transferring Facility and Receiving Hospital may each be referred to herein as a "**Party**" and collectively as the "**Parties**").

RECITALS

WHEREAS, Transferring Facility provides health care services to the community; and

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

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

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

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

ARTICLE I
TRANSFER OF PATIENTS

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

ARTICLE II
RESPONSIBILITIES OF TRANSFERRING FACILITY

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

(a) Arranging for ambulance service to Receiving Hospital;

(b) Designating a person who has authority to represent Transferring Facility and coordinate the transfer of Patient to Receiving Hospital;

(c) Notifying Receiving Hospital's designated representative prior to transfer to alert him or her of the impending arrival of Patient and provide information on Patient to the extent allowed pursuant to Article IV;

(d) Notifying Receiving Hospital of the estimated time of arrival of the Patient;

(e) Recognizing and complying with the requirements of any federal and state law and regulations or local ordinances that apply to the care and transfer of individuals to Receiving Hospitals for emergency care.

ARTICLE III
RESPONSIBILITIES OF RECEIVING HOSPITAL

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

(a) Designating a person who has authority to represent and coordinate the transfer and receipt of Patients into the Emergency Department; and

(b) Timely admission of Patient to Receiving Hospital when transfer of Patient is medically appropriate as determined by Receiving Hospital attending physician subject to Hospital capacity and patient census issues; and

(c) Recognizing and complying with the requirements of any federal and state law and regulations or local ordinances that apply to Patients who present at Emergency Departments.

ARTICLE IV
PATIENT INFORMATION

In order to meet the needs of Patients with respect to timely access to emergency care, Transferring Facility shall provide information on Patients to Receiving Hospital, to the extent approved in advance or authorized by law and to the extent Transferring Facility has such information available. Such information may include: Patient Name, Social Security Number, Date of Birth, insurance coverage and/or Medicare beneficiary information (if applicable), known

allergies or medical conditions, treating physician, contact person in case of emergency and any other relevant information Patient has provided Transferring Facility in advance, to be given in connection with seeking emergency care. Transferring Facility shall maintain the confidentiality of medical/insurance information provided by Patient and received from Patient, in connection with Patient's provision of such information, Patient's authorization to disclose such information to Emergency Department personnel, all in accordance with applicable state and federal rules and regulations governing the confidentiality of patient information.

ARTICLE V
NON EXCLUSIVITY

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

ARTICLE VI
FREEDOM OF CHOICE

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

ARTICLE VII
BILLING AND COLLECTIONS

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

ARTICLE VIII
INDEPENDENT RELATIONSHIP

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

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

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

ARTICLE IX
INSURANCE

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

ARTICLE X
INDEMNIFICATION

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

ARTICLE XI
TERM AND TERMINATION

Section 11.1 **Term.** The term of this Agreement shall commence on the Effective Date and shall continue in effect for one (1) year (the "**Initial Term**") and SHALL RENEW ON AN ANNUAL BASIS ("**RENEWAL TERM**") ABSENT WRITTEN NOTICE BY EITHER PARTY OF NON-RENEWAL TO THE OTHER PARTY THIRTY (30) CALENDAR DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY SUBSEQUENT RENEWAL TERM OF THIS AGREEMENT.

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

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

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

(30) consecutive calendar days, then the other Party may terminate this Agreement upon ten (10) business days' prior written notice to such Party.

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

ARTICLE XII
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

To Transferring Facility	To Receiving Hospital
Vermilion County Surgery Center, LLC	Provena United Samaritans Medical Center
ATTN: President/CEO	ATTN: President/CEO
26 W Newell Ave	812 N Logan Ave
Danville, IL 61832	Danville, IL 61832

Copy to:
General Counsel
Provena Health
19065 Hickory Creek Drive, Suite 115
Mokena, IL 60448

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

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

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

Section 12.11 **Access to Books and Records.** If applicable, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, Receiving Hospital shall make available to the Secretary or to the Comptroller General those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing its services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such service. This Section is included pursuant to and is governed by the requirements of Public Law 96-499 and Regulations promulgated thereunder. The Parties agree that any attorney-client, accountant-client or other legal privileges shall not be deemed waived by virtue of this Agreement.

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

Vermilion County Surgery Center, LLC

By: Michael L. Brown
Michael L. Brown
Its: President/CEO

Provena United Samaritans Medical Center

By: Deborah A. Schimerowski
Deb Schimerowski
Its: Chief Financial Officer

ATTACHMENT 19C

Ownership, Management and General Information

ADMINISTRATOR NAME:	Michael L. Brown
ADMINSTRATOR PHONE	217-443-5000 ext 5201
OWNERSHIP:	Provena Health
OPERATOR:	Provena United Samaritans Medical Center
MANAGEMENT:	Church-Related
CERTIFICATION:	
FACILITY DESIGNATION:	General Hospital
ADDRESS	812 North Logan Street

CITY: Danville COUNTY: White County

Patients by Race

White	81.2%
Black	16.2%
American Indian	0.1%
Asian	0.1%
Hawaiian/ Pacific	0.0%
Unknown:	2.5%

Patients by Ethnicity

Hispanic or Latino:	2.0%
Not Hispanic or Latino:	95.5%
Unknown:	2.5%

IDPH Number	4853
HPA	D-03
HSA	4

Facility Utilization Data by Category of Service

Clinical Service	Authorized CON Beds 12/31/2010	Peak Beds Setup and Staffed	Peak Census	Admissions	Inpatient Days	Observation Days	Average Length of Stay	Average Daily Census	CON Occupancy 12/31/2010	Staff Bed Occupancy Rate %
Medical/Surgical	134	82	75	4,497	18,080	3,623	4.8	59.5	44.4	72.5
0-14 Years				*0*	*0*					
15-44 Years				*618*	*1,592*					
45-64 Years				*1,268*	*4,645*					
65-74 Years				*757*	*3,376*					
75 Years +				*1,854*	*8,467*					
Pediatric	9	8	4	171	354	87	2.6	1.2	13.4	15.1
Intensive Care	14	12	12	1,018	2,028	29	2.0	5.6	40.3	47.0
Direct Admission				*730*	*1,454*					
Transfers				*288*	*574*					
Obstetric/Gynecology	17	15	15	945	1,663	74	1.8	4.8	28.0	31.7
Maternity				*846*	*1,446*					
Clean Gynecology				*99*	*217*					
Neonatal	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Long Term Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Swing Beds				0	0		0.0	0.0		
Acute Mental Illness	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Rehabilitation	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Long-Term Acute Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Dedcated Observation	*0*					*0*				
Facility Utilization	**174**			**6,343**	**22,125**	**3,813**	**4.1**	**71.1**	**40.841**	

(Includes ICU Direct Admissions Only)

Inpatients and Outpatients Served by Payor Source

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Charity Care	Totals
	54.2%	**23.8%**	**0.7%**	**16.2%**	**2.2%**	**2.9%**	
Inpatients	3437	1509	46	1025	139	187	6,343
	22.2%	**31.0%**	**0.8%**	**27.1%**	**14.7%**	**4.2%**	
Outpatients	18105	25288	673	22074	11983	3440	81,563

Financial Year Reported: 1/1/2010 *to* 12/31/2010

Inpatient and Outpatient Net Revenue by Payor Source

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Totals	Charity Care Expense
Inpatient Revenue ($)	**52.0%** 21,321,942	**24.1%** 9,870,767	**1.0%** 406,452	**20.5%** 8,405,128	**2.5%** 1,009,349	**100.0%** 41,013,638	1,286,686
Outpatient Revenue ($)	**15.4%** 10,965,434	**13.4%** 9,516,203	**0.2%** 170,595	**53.4%** 37,927,716	**17.5%** 12,460,861	**100.0%** 71,040,809	2,568,599

Total Charity Care Expense 3,855,285

Totals: Charity Care as % of Net Revenue 3.4%

Birthing Data

Number of Total Births:	747
Number of Live Births:	740
Birthing Rooms:	0
Labor Rooms:	0
Delivery Rooms:	0
Labor-Delivery-Recovery Rooms:	5
Labor-Delivery-Recovery-Postpartum Rooms:	0
C-Section Rooms:	1
CSections Performed:	193

Newborn Nursery Utilization

Level 1 Patient Days	1,102
Level 2 Patient Days	42
Level 2+ Patient Days	0
Total Nursery Patientdays	1,144

Laboratory Studies

Inpatient Studies	471,696
Outpatient Studies	538,304
Studies Performed Under Contract	1,288

Organ Transplantation

Kidney:	0
Heart:	0
Lung:	0
Heart/Lung:	0
Pancreas:	0
Liver	0
Total:	0

ATTACHMENT 19C

Surgery and Operating Room Utilization

Surgical Specialty	Operating Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Cardiovascular	0	0	0	0	40	30	53	35	88	1.3	1.2
Dermatology	0	0	0	0	0	0	0	0	0	0.0	0.0
General	0	0	4	4	1030	1169	1350	1218	2568	1.3	1.0
Gastroenterology	0	0	2	2	65	45	57	36	93	0.9	0.8
Neurology	0	0	0	0	5	7	7	7	14	1.4	1.0
OB/Gynecology	0	0	0	0	197	176	337	211	548	1.7	1.2
Oral/Maxillofacial	0	0	0	0	0	0	0	0	0	0.0	0.0
Ophthalmology	0	0	0	0	0	0	0	0	0	0.0	0.0
Orthopedic	0	0	0	0	59	36	107	42	149	1.8	1.2
Otolaryngology	0	0	0	0	1	175	5	278	283	5.0	1.6
Plastic Surgery	0	0	0	0	0	0	0	0	0	0.0	0.0
Podiatry	0	0	0	0	0	3	0	5	5	0.0	1.7
Thoracic	0	0	0	0	0	0	0	0	0	0.0	0.0
Urology	0	0	0	0	6	1	6	1	7	1.0	1.0
Totals	**0**	**0**	**6**	**6**	**1403**	**1642**	**1922**	**1833**	**3755**	**1.4**	**1.1**

SURGICAL RECOVERY STATIONS Stage 1 Recovery Stations 15 Stage 2 Recovery Stations 0

Dedicated and Non-Dedicated Procedure Room Utilization

Procedure Type	Procedure Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Gastrointestinal	0	0	2	2	333	849	237	618	855	0.7	0.7
Laser Eye Procedures	0	0	0	0	0	0	0	0	0	0.0	0.0
Pain Management	0	0	0	0	0	0	0	0	0	0.0	0.0
Cystoscopy	0	0	0	0	0	0	0	0	0	0.0	0.0
Multipurpose Non-Dedicated Rooms											
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0

Cardiac Catheterization Labs

Total Cath Labs (Dedicated+Nondedicated labs):	**1**
Cath Labs used for Angiography procedures	0
Dedicated Diagnostic Catheterization Labs	1
Dedicated Interventional Catheterization Labs	0
Dedicated EP Catheterization Labs	0

Emergency/Trauma Care

Certified Trauma Center		No
Level of Trauma Service	**Level 1** Not Applicable	**Level 2** Not Applicable
Operating Rooms Dedicated for Trauma Care		0
Number of Trauma Visits:		0
Patients Admitted from Trauma		0
Emergency Service Type:		Comprehensive
Number of Emergency Room Stations		29
Persons Treated by Emergency Services:		38,871
Patients Admitted from Emergency:		4,279
Total ED Visits (Emergency+Trauma):		**38,871**

Cardiac Catheterization Utilization

Total Cardiac Cath Procedures:	**58**
Diagnostic Catheterizations (0-14)	0
Diagnostic Catheterizations (15+)	58
Interventional Catheterizations (0-14):	0
Interventional Catheterization (15+)	0
EP Catheterizations (15+)	0

Cardiac Surgery Data

Total Cardiac Surgery Cases:	0
Pediatric (0 - 14 Years):	0
Adult (15 Years and Older):	0
Coronary Artery Bypass Grafts (CABGs) performed of total Cardiac Cases :	0

Outpatient Service Data

Total Outpatient Visits	**209,158**
Outpatient Visits at the Hospital/ Campus:	209,158
Outpatient Visits Offsite/off campus	0

Diagnostic/Interventional Equipment

	Own	Contract	Examinations Inpatient	Examinations Outpt	Examinations Contract
General Radiography/Fluoroscopy	6	0	7,967	22,674	0
Nuclear Medicine	2	0	313	1,190	0
Mammography	1	0	15	4,208	0
Ultrasound	2	0	827	6,472	0
Angiography	0	0			
Diagnostic Angiography			0	0	0
Interventional Angiography			0	0	0
Positron Emission Tomography (PET)	0	1	0	126	0
Computerized Axial Tomography (CAT)	2	0	3,433	11,604	0
Magnetic Resonance Imaging	2	0	409	3,192	0

Radiation Equipment

	Owned	Contract	Therapies Treatments
Lithotripsy	0	0	0
Linear Accelerator	1	0	11,580
Image Guided Rad Therapy	0	0	0
Intensity Modulated Rad Thrpy	0	0	0
High Dose Brachytherapy	0	0	0
Proton Beam Therapy	0	0	0
Gamma Knife	0	0	0
Cyber knife	0	0	0

ATTACHMENT 19C

Source: 2010 Annual Hospital Questionnaire, Illinois Department of Public Health, Health Systems Development.

Ownership, Management and General Information

ADMINISTRATOR NAME:	Michael L. Brown
ADMINSTRATOR PHONE	217-337-2141
OWNERSHIP:	Provena Health
OPERATOR:	Provena Covenant Medical Center
MANAGEMENT:	Church-Related
CERTIFICATION:	
FACILITY DESIGNATION:	General Hospital
ADDRESS	1400 West Park Avenue

CITY: Urbana COUNTY: Champaign County

Patients by Race

White	81.1%
Black	15.1%
American Indian	0.0%
Asian	0.9%
Hawaiian/ Pacific	0.0%
Unknown:	2.8%

Patients by Ethnicity

Hispanic or Latino:	1.2%
Not Hispanic or Latino:	97.2%
Unknown:	1.7%

IDPH Number:	4861
HPA	D-01
HSA	4

Facility Utilization Data by Category of Service

Clinical Service	Authorized CON Beds 12/31/2010	Peak Beds Setup and Staffed	Peak Census	Admissions	Inpatient Days	Observation Days	Average Length of Stay	Average Daily Census	CON Occupancy 12/31/2010	Staff Bed Occupancy Rate %
Medical/Surgical	110	95	91	5,056	18,956	3,216	4.4	60.7	55.2	63.9
0-14 Years				*0*	*0*					
15-44 Years				*655*	*1,975*					
45-64 Years				*1,663*	*5,993*					
65-74 Years				*1,079*	*4,494*					
75 Years +				*1,659*	*6,494*					
Pediatric	6	4	2	82	110	0	1.3	0.3	5.0	7.5
Intensive Care	15	14	14	1,349	3,467	56	2.6	9.7	64.3	68 9
Direct Admission				*764*	*1,964*					
Transfers				*585*	*1,503*					
Obstetric/Gynecology	24	22	21	1,126	2,562	126	2.4	7.4	30.7	33.5
Maternity				*959*	*2,167*					
Clean Gynecology				*167*	*395*					
Neonatal	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Long Term Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Swing Beds				0	0		0.0	0.0		
Acute Mental Illness	30	25	19	952	4,322	0	4.5	11.8	39.5	47.4
Rehabilitation	25	21	21	400	4,627	0	11.6	12.7	50.7	60.4
Long-Term Acute Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Dedcated Observation	*0*					*0*				
Facility Utilization	**210**			**8,380**	**34,044**	**3,398**	**4.5**	**102.6**	**48.848**	

(Includes ICU Direct Admissions Only)

Inpatients and Outpatients Served by Payor Source

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Charity Care	Totals
	47.3%	**15.1%**	**1.1%**	**29.7%**	**3.6%**	**3.2%**	
Inpatients	3966	1269	89	2489	301	266	8,380
	28.9%	**19.9%**	**1.2%**	**35.9%**	**11.0%**	**3.1%**	
Outpatients	27486	18852	1117	34115	10451	2938	94,959

Financial Year Reported: 1/1/2010 *to* 12/31/2010

Inpatient and Outpatient Net Revenue by Payor Source

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Totals	Charity Care Expense
	51.7%	**11.7%**	**0.4%**	**33.8%**	**2.3%**	**100.0%**	
Inpatient Revenue ($)	37,141,379	8,404,180	307,287	24,285,349	1,655,138	71,793,333	2,197,508
	17.8%	**6.5%**	**1.1%**	**60.8%**	**13.8%**	**100.0%**	
Outpatient Revenue ($)	15,068,337	5,513,196	910,784	51,433,340	11,666,970	84,592,627	2,859,757

Total Charity Care Expense
5,057,265

Totals: Charity Care as % of Net Revenue
3.2%

Birthing Data

Number of Total Births:	885
Number of Live Births:	878
Birthing Rooms:	0
Labor Rooms:	0
Delivery Rooms:	0
Labor-Delivery-Recovery Rooms:	9
Labor-Delivery-Recovery-Postpartum Rooms:	0
C-Section Rooms:	2
CSections Performed:	258

Newborn Nursery Utilization

Level 1 Patient Days	1,463
Level 2 Patient Days	0
Level 2+ Patient Days	736
Total Nursery Patientdays	**2,199**

Laboratory Studies

Inpatient Studies	220,071
Outpatient Studies	258,811
Studies Performed Under Contract	2,678

Organ Transplantation

Kidney:	0
Heart:	0
Lung:	0
Heart/Lung:	0
Pancreas:	0
Liver:	0
Total:	0

ATTACHMENT 19C

Surgery and Operating Room Utilization

Surgical Specialty	Operating Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Cardiovascular	0	0	0	0	139	395	509	571	1080	3.7	1.4
Dermatology	0	0	0	0	0	0	0	0	0	0.0	0.0
General	0	0	12	12	341	982	1318	1503	2821	3.9	1.5
Gastroenterology	0	0	0	0	96	274	371	419	790	3.9	1.5
Neurology	0	0	0	0	19	53	51	69	120	2.7	1.3
OB/Gynecology	0	0	0	0	170	486	551	622	1173	3.2	1.3
Oral/Maxillofacial	0	0	0	0	11	31	30	32	62	2.7	1.0
Ophthalmology	0	0	0	0	151	432	400	454	854	2.6	1.1
Orthopedic	0	0	0	0	301	860	1069	1206	2275	3.6	1.4
Otolaryngology	0	0	0	0	278	795	605	685	1290	2.2	0.9
Plastic Surgery	0	0	0	0	2	5	6	7	13	3.0	1.4
Podiatry	0	0	0	0	138	393	273	307	580	2.0	0.8
Thoracic	0	0	0	0	15	45	60	70	130	4.0	1.6
Urology	0	0	0	0	169	482	578	652	1230	3.4	1.4
Totals	**0**	**0**	**12**	**12**	**1830**	**5233**	**5821**	**6597**	**12418**	**3.2**	**1.3**

SURGICAL RECOVERY STATIONS Stage 1 Recovery Stations 15 Stage 2 Recovery Stations 0

Dedicated and Non-Dedicated Procedure Room Utilization

Procedure Type	Procedure Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Gastrointestinal	0	0	2	2	504	4016	419	3347	3766	0.8	0.8
Laser Eye Procedures	0	0	0	0	0	0	0	0	0	0.0	0.0
Pain Management	0	0	0	0	0	0	0	0	0	0.0	0.0
Cystoscopy	0	0	1	1	77	218	74	218	292	1.0	1.0
Multipurpose Non-Dedicated Rooms											
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0

Cardiac Catheterization Labs

Total Cath Labs (Dedicated+Nondedicated labs):	**3**
Cath Labs used for Angiography procedures	3
Dedicated Diagnostic Catheterization Labs	0
Dedicated Interventional Catheterization Labs	0
Dedicated EP Catheterization Labs	1

Emergency/Trauma Care

Certified Trauma Center		No
Level of Trauma Service	**Level 1** Not Applicable	**Level 2** Not Applicable
Operating Rooms Dedicated for Trauma Care		0
Number of Trauma Visits:		0
Patients Admitted from Trauma		0
Emergency Service Type:		Comprehensive
Number of Emergency Room Stations		22
Persons Treated by Emergency Services:		31,576
Patients Admitted from Emergency:		3,923
Total ED Visits (Emergency+Trauma):		**31,576**

Cardiac Catheterization Utilization

Total Cardiac Cath Procedures:	**1,973**
Diagnostic Catheterizations (0-14)	0
Diagnostic Catheterizations (15+)	1,282
Interventional Catheterizations (0-14):	0
Interventional Catheterization (15+)	515
EP Catheterizations (15+)	176

Cardiac Surgery Data

Total Cardiac Surgery Cases:	**126**
Pediatric (0 - 14 Years):	0
Adult (15 Years and Older):	126
Coronary Artery Bypass Grafts (CABGs) performed of total Cardiac Cases :	109

Outpatient Service Data

Total Outpatient Visits	**233,855**
Outpatient Visits at the Hospital/ Campus:	233,855
Outpatient Visits Offsite/off campus	0

Diagnostic/Interventional Equipment

	Own	Contract	Examinations Inpatient	Examinations Outpt	Examinations Contract
General Radiography/Fluoroscopy	14	0	9,299	22,097	0
Nuclear Medicine	3	0	353	768	0
Mammography	1	0	0	2,358	0
Ultrasound	4	0	2,342	4,018	0
Angiography	1	0			
Diagnostic Angiography			77	33	0
Interventional Angiography			700	301	0
Positron Emission Tomography (PET)	0	1	0	0	71
Computerized Axial Tomography (CAT)	2	0	2,239	10,543	0
Magnetic Resonance Imaging	1	0	1,286	1,554	0

Radiation Equipment

	Owned	Contract	Therapie: Treatments
Lithotripsy	0	1	154
Linear Accelerator	1	0	531
Image Guided Rad Therapy	0	0	0
Intensity Modulated Rad Thrpy	0	0	0
High Dose Brachytherapy	0	0	0
Proton Beam Therapy	0	0	0
Gamma Knife	0	0	0
Cyber knife	0	0	0

ATTACHMENT 19C

Source: 2010 Annual Hospital Questionnaire, Illinois Department of Public Health, Health Systems Development.

Ownership, Management and General Information

ADMINISTRATOR NAME:	George W. Einhorn
ADMINSTRATOR PHONE	(630) 801-2616
OWNERSHIP:	Provena Hospitals d/b/a Provena Mercy Medical Cent
OPERATOR:	Provena Hospitals d/b/a Provena Mercy Medical Cent
MANAGEMENT:	Church-Related
CERTIFICATION:	
FACILITY DESIGNATION:	
ADDRESS	1325 North Highland Avenue CITY: Aurora COUNTY: Kane County

Patients by Race

White	65.5%
Black	10.9%
American Indian	0.0%
Asian	0.7%
Hawaiian/ Pacific	0.0%
Unknown:	22.9%

Patients by Ethnicity

Hispanic or Latino:	20.8%
Not Hispanic or Latino:	77.2%
Unknown:	1.9%

IDPH Number:	4903
HPA	A-12
HSA	8

Facility Utilization Data by Category of Service

Clinical Service	Authorized CON Beds 12/31/2010	Peak Beds Setup and Staffed	Peak Census	Admissions	Inpatient Days	Observation Days	Average Length of Stay	Average Daily Census	CON Occupancy 12/31/2010	Staff Bed Occupancy Rate %
Medical/Surgical	156	122	86	4,940	22,165	3,366	5.2	69.9	44.8	57.3
0-14 Years				*0*	*0*					
15-44 Years				*822*	*3,181*					
45-64 Years				*1,662*	*7,365*					
65-74 Years				*896*	*4,203*					
75 Years +				*1,560*	*7,416*					
Pediatric	16	16	8	272	679	412	4.0	3.0	18.7	18.7
Intensive Care	16	16	16	781	4,010	77	5.2	11.2	70.0	70.0
Direct Admission				*668*	*3,237*					
Transfers				*113*	*773*					
Obstetric/Gynecology	16	16	13	840	1,668	38	2.0	4.7	29.2	29.2
Maternity				*747*	*1,398*					
Clean Gynecology				*93*	*270*					
Neonatal	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Long Term Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Swing Beds				0	0		0.0	0.0		
Acute Mental Illness	95	72	67	2,568	16,699	0	6.5	45.8	48.2	63.5
Rehabilitation	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Long-Term Acute Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Dedcated Observation	*0*					*0*				
Facility Utilization	299			9,288	45,221	3,893	5.3	134.6	45.003	

(Includes ICU Direct Admissions Only)

Inpatients and Outpatients Served by Payor Source

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Charity Care	Totals
	42.2%	24.2%	0.5%	27.7%	3.0%	2.4%	
Inpatients	3917	2245	46	2576	278	226	9,288
	17.8%	29.5%	0.7%	31.7%	17.5%	2.7%	
Outpatients	15270	25267	584	27186	14999	2351	85,657

Financial Year Reported: 1/31/2010 *to* 12/31/2010

Inpatient and Outpatient Net Revenue by Payor Source

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Totals	Charity Care Expense
Inpatient Revenue ($)	42.7%	27.8%	0.9%	22.1%	6.5%	100.0%	
	25,396,183	16,551,850	530,319	13,149,135	3,837,331	59,464,818	3,746,014
Outpatient Revenue ($)	24.7%	21.3%	0.2%	43.9%	10.0%	100.0%	
	23,416,292	20,206,788	152,579	41,700,364	9,461,127	94,937,150	3,412,431

Total Charity Care Expense 7,158,445

Totals: Charity Care as % of Net Revenue 4.6%

Birthing Data

Number of Total Births:	704
Number of Live Births:	704
Birthing Rooms:	0
Labor Rooms:	0
Delivery Rooms:	0
Labor-Delivery-Recovery Rooms:	0
Labor-Delivery-Recovery-Postpartum Rooms:	16
C-Section Rooms:	2
CSections Performed:	240

Newborn Nursery Utilization

Level 1 Patient Days	1,259
Level 2 Patient Days	493
Level 2+ Patient Days	0
Total Nursery Patientdays	1,752

Laboratory Studies

Inpatient Studies	242,019
Outpatient Studies	119,203
Studies Performed Under Contract	4,426

Organ Transplantation

Kidney:	0
Heart:	0
Lung:	0
Heart/Lung:	0
Pancreas:	0
Liver:	0
Total:	0

ATTACHMENT 19C

Surgery and Operating Room Utilization

Surgical Specialty	Operating Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Cardiovascular	2	0	0	2	380	82	1642	159	1801	4.3	1.9
Dermatology	0	0	0	0	0	0	0	0	0	0.0	0.0
General	0	0	10	10	743	678	1643	1104	2747	2.2	1.6
Gastroenterology	0	0	0	0	0	0	0	0	0	0.0	0.0
Neurology	0	0	0	0	40	46	164	134	298	4.1	2.9
OB/Gynecology	0	0	0	0	139	170	340	211	551	2.4	1.2
Oral/Maxillofacial	0	0	0	0	6	3	12	4	16	2.0	1.3
Ophthalmology	0	0	0	0	1	4	3	5	8	3.0	1.3
Orthopedic	0	0	0	0	643	337	1688	689	2377	2.6	2.0
Otolaryngology	0	0	0	0	73	83	127	119	246	1.7	1.4
Plastic Surgery	0	0	0	0	14	4	38	7	45	2.7	1.8
Podiatry	0	0	0	0	32	39	44	81	125	1.4	2.1
Thoracic	0	0	0	0	0	0	0	0	0	0.0	0.0
Urology	0	0	0	0	118	221	317	358	675	2.7	1.6
Totals	**2**	**0**	**10**	**12**	**2189**	**1667**	**6018**	**2871**	**8889**	**2.7**	**1.7**

SURGICAL RECOVERY STATIONS Stage 1 Recovery Stations 12 Stage 2 Recovery Stations 19

Dedicated and Non-Dedicated Procedure Room Utilization

Procedure Type	Procedure Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Gastrointestinal	0	0	2	2	742	1294	872	1380	2252	1.2	1.1
Laser Eye Procedures	0	0	0	0	0	0	0	0	0	0.0	0.0
Pain Management	0	0	0	0	0	0	0	0	0	0.0	0.0
Cystoscopy	0	0	0	0	0	0	0	0	0	0.0	0.0
Multipurpose Non-Dedicated Rooms											
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0

Cardiac Catheterization Labs

Total Cath Labs (Dedicated+Nondedicated labs):	**3**
Cath Labs used for Angiography procedures	1
Dedicated Diagnostic Catheterization Labs	0
Dedicated Interventional Catheterization Labs	0
Dedicated EP Catheterization Labs	0

Emergency/Trauma Care

Certified Trauma Center		Yes
Level of Trauma Service	**Level 1** Not Applicable	**Level 2** Adult
Operating Rooms Dedicated for Trauma Care		0
Number of Trauma Visits:		677
Patients Admitted from Trauma		396
Emergency Service Type:		Comprehensive
Number of Emergency Room Stations		26
Persons Treated by Emergency Services:		39,322
Patients Admitted from Emergency:		3,219
Total ED Visits (Emergency+Trauma):		**39,999**

Cardiac Catheterization Utilization

Total Cardiac Cath Procedures:	**1,459**
Diagnostic Catheterizations (0-14)	0
Diagnostic Catheterizations (15+)	826
Interventional Catheterizations (0-14):	0
Interventional Catheterization (15+)	256
EP Catheterizations (15+)	377

Cardiac Surgery Data

Total Cardiac Surgery Cases:	**177**
Pediatric (0 - 14 Years):	0
Adult (15 Years and Older):	177
Coronary Artery Bypass Grafts (CABGs) performed of total Cardiac Cases :	177

Outpatient Service Data

Total Outpatient Visits	**185,127**
Outpatient Visits at the Hospital/ Campus:	185,127
Outpatient Visits Offsite/off campus	0

Diagnostic/Interventional Equipment

	Own	Contract	Examinations Inpatient	Examinations Outpt	Examinations Contract
General Radiography/Fluoroscopy	4	0	11,555	24,571	0
Nuclear Medicine	2	0	1,014	3,094	0
Mammography	2	0	4	3,056	0
Ultrasound	4	0	2,280	9,102	0
Angiography	3	0			
Diagnostic Angiography			149	158	0
Interventional Angiography			126	113	0
Positron Emission Tomography (PET)	0	0	0	0	0
Computerized Axial Tomography (CAT)	2	0	4,079	13,514	0
Magnetic Resonance Imaging	2	0	551	2,536	0

Radiation Equipment

	Owned	Contract	Therapie: Treatments
Lithotripsy	0	1	20
Linear Accelerator	0	0	0
Image Guided Rad Therapy	0	0	0
Intensity Modulated Rad Thrpy	0	0	0
High Dose Brachytherapy	0	0	0
Proton Beam Therapy	0	0	0
Gamma Knife	0	0	0
Cyber knife	0	0	0

ATTACHMENT 19C

Source: 2010 Annual Hospital Questionnaire, Illinois Department of Public Health, Health Systems Development.

Ownership, Management and General Information

ADMINISTRATOR NAME:	Eugene McMahon, MD
ADMINSTRATOR PHONE	847-888-5474
OWNERSHIP:	Provena Hospitals d/b/a Provena Saint Joseph Hospi
OPERATOR:	Provena Hospitals d/b/a Provena Saint Joseph Hospi
MANAGEMENT:	Church-Related
CERTIFICATION:	
FACILITY DESIGNATION:	
ADDRESS	77 North Airlite Street

CITY: Elgin COUNTY: Kane County

Patients by Race

White	78.9%
Black	6.7%
American Indian	0.0%
Asian	1.4%
Hawaiian/ Pacific	0.0%
Unknown:	13.0%

Patients by Ethnicity

Hispanic or Latino:	10.7%
Not Hispanic or Latino:	88.4%
Unknown:	0.9%

IDPH Number:	4887
HPA	A-11
HSA	8

Facility Utilization Data by Category of Service

Clinical Service	Authorized CON Beds 12/31/2010	Peak Beds Setup and Staffed	Peak Census	Admissions	Inpatient Days	Observation Days	Average Length of Stay	Average Daily Census	CON Occupancy 12/31/2010	Staff Bed Occupancy Rate %
Medical/Surgical	99	99	80	4,572	21,699	4,001	5.6	70.4	71.1	71.1
0-14 Years				*55*	*120*					
15-44 Years				*658*	*2,384*					
45-64 Years				*1,318*	*6,191*					
65-74 Years				*862*	*4,330*					
75 Years +				*1,679*	*8,674*					
Pediatric	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Intensive Care	15	15	15	1,012	3,306	0	3.3	9.1	60.4	60.4
Direct Admission				*735*	*2,235*					
Transfers				*277*	*1,071*					
Obstetric/Gynecology	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Maternity				*0*	*0*					
Clean Gynecology				*0*	*0*					
Neonatal	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Long Term Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Swing Beds				0	0		0.0	0.0		
Acute Mental Illness	30	30	27	1,208	6,163	0	5.1	16.9	56.3	56.3
Rehabilitation	34	34	34	1,083	10,654	0	9.8	29.2	85.9	85.9
Long-Term Acute Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Dedcated Observation	*0*					*0*				
Facility Utilization	178			7,598	41,822	4,001	6.0	125.5	70.529	

(Includes ICU Direct Admissions Only)

Inpatients and Outpatients Served by Payor Source

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Charity Care	Totals
	57.2%	11.0%	0.3%	25.7%	2.7%	3.1%	
Inpatients	4346	836	23	1954	205	234	7,598
	28.2%	20.3%	0.6%	36.9%	12.3%	1.7%	
Outpatients	23507	16941	497	30755	10260	1421	83,381

Financial Year Reported: 1/31/2010 *to* 12/31/2010

Inpatient and Outpatient Net Revenue by Payor Source

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Totals	Charity Care Expense
Inpatient Revenue ($)	58.5%	11.8%	0.3%	24.2%	5.2%	100.0%	
	36,858,443	7,407,809	174,970	15,263,687	3,258,538	62,963,447	3,518,488
Outpatient Revenue ($)	28.3%	12.5%	0.4%	46.4%	12.3%	100.0%	
	23,538,628	10,390,648	341,286	38,543,876	10,258,690	83,073,128	1,998,978

Total Charity Care Expense 5,517,466

Totals: Charity Care as % of Net Revenue 3.8%

Birthing Data

Number of Total Births:	0
Number of Live Births:	0
Birthing Rooms:	0
Labor Rooms:	0
Delivery Rooms:	0
Labor-Delivery-Recovery Rooms:	0
Labor-Delivery-Recovery-Postpartum Rooms:	0
C-Section Rooms:	0
CSections Performed:	0

Newborn Nursery Utilization

Level 1 Patient Days	0
Level 2 Patient Days	0
Level 2+ Patient Days	0
Total Nursery Patientdays	0

Laboratory Studies

Inpatient Studies	220,187
Outpatient Studies	108,450
Studies Performed Under Contract	80,312

Organ Transplantation

Kidney:	0
Heart:	0
Lung:	0
Heart/Lung:	0
Pancreas:	0
Liver:	0
Total:	0

ATTACHMENT 19C

Surgery and Operating Room Utilization

Surgical Specialty	Operating Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Cardiovascular	0	0	0	0	156	42	677	109	786	4.3	2.6
Dermatology	0	0	0	0	0	0	0	0	0	0.0	0.0
General	0	0	10	10	992	883	1852	1139	2991	1.9	1.3
Gastroenterology	0	0	0	0	618	1164	704	1291	1995	1.1	1.1
Neurology	0	0	0	0	97	2	368	5	373	3.8	2.5
OB/Gynecology	0	0	0	0	36	23	106	33	139	2.9	1.4
Oral/Maxillofacial	0	0	0	0	2	1	4	1	5	2.0	1.0
Ophthalmology	0	0	0	0	1	388	1	411	412	1.0	1.1
Orthopedic	0	0	0	0	437	409	1259	733	1992	2.9	1.8
Otolaryngology	0	0	0	0	48	107	85	215	300	1.8	2.0
Plastic Surgery	0	0	0	0	15	50	66	111	177	4.4	2.2
Podiatry	0	0	0	0	1	36	4	72	76	4.0	2.0
Thoracic	0	0	0	0	0	0	0	0	0	0.0	0.0
Urology	0	0	0	0	152	510	246	606	852	1.6	1.2
Totals	**0**	**0**	**10**	**10**	**2555**	**3615**	**5372**	**4726**	**10098**	**2.1**	**1.3**

SURGICAL RECOVERY STATIONS Stage 1 Recovery Stations 11 Stage 2 Recovery Stations 22

Dedicated and Non-Dedicated Procedure Room Utilization

Procedure Type	Procedure Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Gastrointestinal	0	0	0	0	0	0	0	0	0	0.0	0.0
Laser Eye Procedures	0	0	0	0	0	0	0	0	0	0.0	0.0
Pain Management	0	0	0	0	0	0	0	0	0	0.0	0.0
Cystoscopy	0	0	0	0	0	0	0	0	0	0.0	0.0
Multipurpose Non-Dedicated Rooms											
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0

Cardiac Catheterization Labs

Total Cath Labs (Dedicated+Nondedicated labs):	**4**
Cath Labs used for Angiography procedures	3
Dedicated Diagnostic Catheterization Labs	0
Dedicated Interventional Catheterization Labs	0
Dedicated EP Catheterization Labs	0

Emergency/Trauma Care

Certified Trauma Center		Yes
Level of Trauma Service	**Level 1**	**Level 2**
	Not Applicable	Adult
Operating Rooms Dedicated for Trauma Care		1
Number of Trauma Visits:		423
Patients Admitted from Trauma		300
Emergency Service Type:		Comprehensive
Number of Emergency Room Stations		20
Persons Treated by Emergency Services:		28,222
Patients Admitted from Emergency:		3,918
Total ED Visits (Emergency+Trauma):		**28,645**

Cardiac Catheterization Utilization

Total Cardiac Cath Procedures:	**828**
Diagnostic Catheterizations (0-14)	0
Diagnostic Catheterizations (15+)	429
Interventional Catheterizations (0-14):	0
Interventional Catheterization (15+)	252
EP Catheterizations (15+)	147

Cardiac Surgery Data

Total Cardiac Surgery Cases:	**67**
Pediatric (0 - 14 Years):	0
Adult (15 Years and Older):	67
Coronary Artery Bypass Grafts (CABGs) performed of total Cardiac Cases :	67

Outpatient Service Data

Total Outpatient Visits	**180,986**
Outpatient Visits at the Hospital/ Campus:	153,104
Outpatient Visits Offsite/off campus	27,882

Diagnostic/Interventional Equipment

	Own	Contract	Examinations Inpatient	Examinations Outpt	Examinations Contract
General Radiography/Fluoroscopy	5	0	11,756	20,567	0
Nuclear Medicine	3	0	906	2,758	0
Mammography	3	0	24	6,626	0
Ultrasound	5	0	2,838	8,069	0
Angiography	4	0			
Diagnostic Angiography			351	225	0
Interventional Angiography			42	78	0
Positron Emission Tomography (PET)	0	1	2	164	0
Computerized Axial Tomography (CAT)	2	0	5,257	15,724	0
Magnetic Resonance Imaging	1	0	1,101	2,294	0

Radiation Equipment

	Owned	Contract	Therapies Treatments
Lithotripsy	0	1	20
Linear Accelerator	2	0	4,657
Image Guided Rad Therapy	0	0	1672
Intensity Modulated Rad Thrpy	0	0	1376
High Dose Brachytherapy	1	0	45
Proton Beam Therapy	0	0	0
Gamma Knife	0	0	0
Cyber knife	0	0	0

ATTACHMENT 19C

Source: 2010 Annual Hospital Questionnaire, Illinois Department of Public Health, Health Systems Development.

Ownership, Management and General Information

ADMINISTRATOR NAME:	Jeffrey L. Brickman
ADMINSTRATOR PHONE	815-725-7133
OWNERSHIP:	Provena Hospitals d/b/a Provena St. Joseph Medical
OPERATOR:	Provena Hospitals d/b/a Provena St. Joseph Medical
MANAGEMENT:	Church-Related
CERTIFICATION:	
FACILITY DESIGNATION:	General Hospital
ADDRESS	333 North Madison Street CITY: Joliet COUNTY: Will County

Patients by Race

White	76.6%
Black	13.2%
American Indian	0.0%
Asian	0.9%
Hawaiian/ Pacific	0.0%
Unknown:	9.2%

Patients by Ethnicity

Hispanic or Latino:	8.3%
Not Hispanic or Latino:	91.3%
Unknown:	0.4%

IDPH Number:	4838
HPA	A-13
HSA	9

Facility Utilization Data by Category of Service

Clinical Service	Authorized CON Beds 12/31/2010	Peak Beds Setup and Staffed	Peak Census	Admissions	Inpatient Days	Observation Days	Average Length of Stay	Average Daily Census	CON Occupancy 12/31/2010	Staff Bed Occupancy Rate %
Medical/Surgical	319	282	271	15,864	70,494	9,700	5.1	219.7	68.9	77.9
0-14 Years				*27*	*119*					
15-44 Years				*3,208*	*14,254*					
45-64 Years				*5,120*	*22,750*					
65-74 Years				*2,651*	*11,780*					
75 Years +				*4,858*	*21,591*					
Pediatric	13	13	13	599	1,627	566	3.7	6.0	46.2	46.2
Intensive Care	52	52	51	4,994	13,394	58	2.7	36.9	70.9	70.9
Direct Admission				*3,252*	*9,113*					
Transfers				*1,742*	*4,281*					
Obstetric/Gynecology	33	33	33	2,315	5,662	288	2.6	16.3	49.4	49.4
Maternity				*2,130*	*5,220*					
Clean Gynecology				*185*	*442*					
Neonatal	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Long Term Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Swing Beds				0	0		0.0	0.0		
Acute Mental Illness	31	31	31	1,395	9,359	0	6.7	25.6	82.7	82.7
Rehabilitation	32	32	30	547	6,502	0	11.9	17.8	55.7	55.7
Long-Term Acute Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Dedcated Observation	*0*					*0*				
Facility Utilization	480			23,972	107,038	10,612	4.9	322.3	67.152	

(Includes ICU Direct Admissions Only)

Inpatients and Outpatients Served by Payor Source

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Charity Care	Totals
	47.8%	13.9%	0.8%	32.6%	3.2%	1.7%	
Inpatients	11458	3344	184	7822	765	399	23,972
	28.6%	18.2%	0.9%	46.2%	5.0%	1.1%	
Outpatients	66687	42553	2087	107778	11725	2560	233,390

Financial Year Reported: 1/1/2010 *to* 12/31/2010

Inpatient and Outpatient Net Revenue by Payor Source

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Totals	Charity Care Expense
Inpatient	39.0%	15.6%	0.0%	37.6%	7.8%	100.0%	
Revenue ($)	88,454,748	35,417,976	0	85,440,371	17,654,028	226,967,123	5,847,031
Outpatient	16.6%	8.9%	0.0%	61.5%	12.9%	100.0%	
Revenue ($)	35,844,823	19,248,769	0	132,583,934	27,855,174	215,532,700	3,699,546

Total Charity Care Expense 9,546,577

Totals: Charity Care as % of Net Revenue 2.2%

Birthing Data

Number of Total Births:	1,959
Number of Live Births:	1,954
Birthing Rooms:	0
Labor Rooms:	0
Delivery Rooms:	0
Labor-Delivery-Recovery Rooms:	0
Labor-Delivery-Recovery-Postpartum Rooms:	33
C-Section Rooms:	2
CSections Performed:	655

Newborn Nursery Utilization

Level 1 Patient Days	3,509
Level 2 Patient Days	0
Level 2+ Patient Days	2,056
Total Nursery Patientdays	5,565

Laboratory Studies

Inpatient Studies	821,922
Outpatient Studies	591,777
Studies Performed Under Contract	26,683

Organ Transplantation

Kidney:	0
Heart:	0
Lung:	0
Heart/Lung:	0
Pancreas:	0
Liver:	0
Total:	0

* Note: Due to changes in CMS rules, the way Nuclear Medicine procedures gets counted decreased although the patients served remained the same.

ATTACHMENT 19C

Surgery and Operating Room Utilization

Surgical Specialty	Operating Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Cardiovascular	0	0	2	2	596	217	2736	321	3057	4.6	1.5
Dermatology	0	0	0	0	0	0	0	0	0	0.0	0.0
General	0	0	8	8	1445	1610	3349	2777	6126	2.3	1.7
Gastroenterology	0	0	0	0	17	10	27	14	41	1.6	1.4
Neurology	0	0	0	0	540	63	2222	180	2402	4.1	2.9
OB/Gynecology	0	0	0	0	344	637	974	1086	2060	2.8	1.7
Oral/Maxillofacial	0	0	0	0	4	67	9	190	199	2.3	2.8
Ophthalmology	0	0	0	0	33	296	44	501	545	1.3	1.7
Orthopedic	0	0	0	0	1043	969	2653	1919	4572	2.5	2.0
Otolaryngology	0	0	0	0	130	401	209	646	855	1.6	1.6
Plastic Surgery	0	0	0	0	24	108	58	237	295	2.4	2.2
Podiatry	0	0	0	0	11	179	16	348	364	1.5	1.9
Thoracic	0	0	0	0	108	1	347	1	348	3.2	1.0
Urology	0	0	0	0	427	160	1113	727	1840	2.6	4.5
Totals	**0**	**0**	**10**	**10**	**4722**	**4718**	**13757**	**8947**	**22704**	**2.9**	**1.9**

SURGICAL RECOVERY STATIONS Stage 1 Recovery Stations 10 Stage 2 Recovery Stations 0

Dedicated and Non-Dedicated Procedure Room Utilization

Procedure Type	Procedure Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Gastrointestinal	0	0	3	3	2121	3155	2800	713	3513	1.3	0.2
Laser Eye Procedures	0	0	1	1	0	31	0	15	15	0.0	0.5
Pain Management	0	0	1	1	66	189	110	285	395	1.7	1.5
Cystoscopy	0	0	1	1	207	614	330	936	1266	1.6	1.5
Multipurpose Non-Dedicated Rooms											
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0

Cardiac Catheterization Labs

Total Cath Labs (Dedicated+Nondedicated labs):	4
Cath Labs used for Angiography procedures	0
Dedicated Diagnostic Catheterization Labs	0
Dedicated Interventional Catheterization Labs	0
Dedicated EP Catheterization Labs	1

Emergency/Trauma Care

Certified Trauma Center		Yes
Level of Trauma Service	**Level 1**	**Level 2**
	Not Applicable	Adult
Operating Rooms Dedicated for Trauma Care		1
Number of Trauma Visits:		920
Patients Admitted from Trauma		899
Emergency Service Type:		Comprehensive
Number of Emergency Room Stations		53
Persons Treated by Emergency Services:		68,751
Patients Admitted from Emergency:		12,827
Total ED Visits (Emergency+Trauma):		**69,671**

Cardiac Catheterization Utilization

Total Cardiac Cath Procedures:	**1,764**
Diagnostic Catheterizations (0-14)	0
Diagnostic Catheterizations (15+)	679
Interventional Catheterizations (0-14):	0
Interventional Catheterization (15+)	695
EP Catheterizations (15+)	390

Cardiac Surgery Data

Total Cardiac Surgery Cases:	**264**
Pediatric (0 - 14 Years):	0
Adult (15 Years and Older):	264
Coronary Artery Bypass Grafts (CABGs) performed of total Cardiac Cases :	264

Outpatient Service Data

Total Outpatient Visits	**497,636**
Outpatient Visits at the Hospital/ Campus:	460,063
Outpatient Visits Offsite/off campus	37,573

Diagnostic/Interventional Equipment

	Own	Contract	Examinations Inpatient	Examinations Outpt	Examinations Contract
General Radiography/Fluoroscopy	31	0	28,751	72,723	0
Nuclear Medicine	4	0	2,095	4,734	0
Mammography	2	0	10	12,880	0
Ultrasound	8	0	5,546	19,494	0
Angiography	5	0			
Diagnostic Angiography			290	448	0
Interventional Angiography			130	186	0
Positron Emission Tomography (PET)	0	1	0	0	224
Computerized Axial Tomography (CAT)	5	0	8,830	28,351	0
Magnetic Resonance Imaging	4	0	4,778	8,665	0

Radiation Equipment

	Owned	Contract	Therapies Treatments
Lithotripsy	0	1	12
Linear Accelerator	2	0	4,941
Image Guided Rad Therapy	0	0	59
Intensity Modulated Rad Thrpy	0	0	59
High Dose Brachytherapy	2	0	7
Proton Beam Therapy	0	0	0
Gamma Knife	0	0	0
Cyber knife	0	0	0

ATTACHMENT 19C

Source: 2010 Annual Hospital Questionnaire, Illinois Department of Public Health, Health Systems Development.

Ownership, Management and General Information

ADMINISTRATOR NAME:	Michael Arno
ADMINSTRATOR PHONE	815-937-2401
OWNERSHIP:	Provena Hospitals d/b/a Provena St. Mary's Hospita
OPERATOR:	Provena Hospitals d/b/a Provena St. Mary's Hospita
MANAGEMENT:	Church-Related
CERTIFICATION:	
FACILITY DESIGNATION:	General Hospital
ADDRESS	500 West Court Street CITY: Kankakee COUNTY: Kankakee County

Patients by Race

White	75.2%
Black	20.5%
American Indian	0.1%
Asian	0.2%
Hawaiian/ Pacific	0.0%
Unknown:	4.0%

Patients by Ethnicity

Hispanic or Latino:	3.4%
Not Hispanic or Latino:	96.4%
Unknown:	0.1%

IDPH Number:	4879
HPA	A-14
HSA	9

Facility Utilization Data by Category of Service

Clinical Service	Authorized CON Beds 12/31/2010	Peak Beds Setup and Staffed	Peak Census	Admissions	Inpatient Days	Observation Days	Average Length of Stay	Average Daily Census	CON Occupancy 12/31/2010	Staff Bed Occupancy Rate %
Medical/Surgical	105	83	77	4,416	17,744	1,067	4.3	51.5	49.1	62.1
0-14 Years				*5*	*21*					
15-44 Years				*986*	*3,960*					
45-64 Years				*1,497*	*6,018*					
65-74 Years				*724*	*2,908*					
75 Years +				*1,204*	*4,837*					
Pediatric	14	14	10	456	1,073	435	3.3	4.1	29.5	29.5
Intensive Care	26	25	25	2,047	5,448	105	2.7	15.2	58.5	60.9
Direct Admission				*1,433*	*4,360*					
Transfers				*614*	*1,088*					
Obstetric/Gynecology	12	13	8	448	983	36	2.3	2.8	23.3	21.5
Maternity				*428*	*942*					
Clean Gynecology				*20*	*41*					
Neonatal	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Long Term Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Swing Beds				0	0		0.0	0.0		
Acute Mental Illness	25	21	21	598	3,247	0	5.4	8.9	35.6	42.4
Rehabilitation	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Long-Term Acute Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Dedcated Observation	*0*					*0*				
Facility Utilization	**182**			**7,351**	**28,495**	**1,643**	**4.1**	**82.6**	**45.368**	

(Includes ICU Direct Admissions Only)

Inpatients and Outpatients Served by Payor Source

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Charity Care	Totals
	47.8%	18.1%	0.9%	26.9%	4.0%	2.3%	
Inpatients	3516	1329	63	1979	294	170	7,351
	27.6%	16.0%	0.5%	39.3%	15.1%	1.5%	
Outpatients	28144	16307	483	40010	15374	1572	101,890

Financial Year Reported: 1/1/2010 *to* 12/31/2010

Inpatient and Outpatient Net Revenue by Payor Source

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Totals	Charity Care Expense
Inpatient Revenue ($)	46.0%	22.7%	0.0%	18.9%	12.4%	100.0%	
	29,790,518	14,692,944	0	12,241,827	8,031,435	64,756,724	2,011,547
Outpatient Revenue ($)	21.5%	9.4%	0.0%	50.7%	18.5%	100.0%	
	17,663,448	7,707,392	0	41,713,823	15,234,350	82,319,013	1,285,638

Total Charity Care Expense 3,297,185

Totals: Charity Care as % of Net Revenue 2.2%

Birthing Data

Number of Total Births:	419
Number of Live Births:	419
Birthing Rooms:	0
Labor Rooms:	0
Delivery Rooms:	0
Labor-Delivery-Recovery Rooms:	1
Labor-Delivery-Recovery-Postpartum Rooms:	4
C-Section Rooms:	1
CSections Performed:	109

Newborn Nursery Utilization

Level 1 Patient Days	736
Level 2 Patient Days	186
Level 2+ Patient Days	28
Total Nursery Patientdays	950

Laboratory Studies

Inpatient Studies	210,062
Outpatient Studies	260,780
Studies Performed Under Contract	12,858

Organ Transplantation

Kidney:	0
Heart:	0
Lung:	0
Heart/Lung:	0
Pancreas:	0
Liver:	0
Total:	0

* Note: Nuclear Medicine: Effective 1/1/10 CMS changed the way treatments are identified from 3 separate procedures into a single procedure. While total # of patients served did not change, total count of procedures decreased due to the way procedures are counted . OB peak bed set up exceeds the CON due to the fact that on heightened times of need, LDR room has been utilized.

ATTACHMENT 19C

Surgery and Operating Room Utilization

Surgical Specialty	Operating Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Cardiovascular	0	0	0	0	0	0	0	0	0	0.0	0.0
Dermatology	0	0	0	0	0	0	0	0	0	0.0	0.0
General	0	0	7	7	383	594	721	911	1632	1.9	1.5
Gastroenterology	0	0	0	0	189	83	219	98	317	1.2	1.2
Neurology	0	0	0	0	46	779	75	922	997	1.6	1.2
OB/Gynecology	0	0	0	0	177	247	335	392	727	1.9	1.6
Oral/Maxillofacial	0	0	0	0	14	8	25	17	42	1.8	2.1
Ophthalmology	0	0	0	0	0	421	0	442	442	0.0	1.0
Orthopedic	0	0	0	0	388	593	1023	1140	2163	2.6	1.9
Otolaryngology	0	0	0	0	12	476	21	653	674	1.8	1.4
Plastic Surgery	0	0	0	0	3	40	8	73	81	2.7	1.8
Podiatry	0	0	0	0	12	74	22	150	172	1.8	2.0
Thoracic	0	0	0	0	25	19	38	23	61	1.5	1.2
Urology	0	0	1	1	190	689	297	928	1225	1.6	1.3
Totals	**0**	**0**	**8**	**8**	**1439**	**4023**	**2784**	**5749**	**8533**	**1.9**	**1.4**

SURGICAL RECOVERY STATIONS Stage 1 Recovery Stations 7 Stage 2 Recovery Stations 5

Dedicated and Non-Dedicated Procedure Room Utilization

Procedure Type	Procedure Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
GastroIntestinal	0	0	5	5	312	1207	475	1122	1597	1.5	0.9
Laser Eye Procedures	0	0	0	0	0	0	0	0	0	0.0	0.0
Pain Management	0	0	0	0	0	0	0	0	0	0.0	0.0
Cystoscopy	0	0	0	0	0	0	0	0	0	0.0	0.0
Multipurpose Non-Dedicated Rooms											
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0

Cardiac Catheterization Labs

Total Cath Labs (Dedicated+Nondedicated labs):	2
Cath Labs used for Angiography procedures	2
Dedicated Diagnostic Catheterization Labs	0
Dedicated Interventional Catheterization Labs	0
Dedicated EP Catheterization Labs	0

Emergency/Trauma Care

Certified Trauma Center		No
Level of Trauma Service	**Level 1** Not Applicable	**Level 2** Adult
Operating Rooms Dedicated for Trauma Care		1
Number of Trauma Visits:		320
Patients Admitted from Trauma		229
Emergency Service Type:		Comprehensive
Number of Emergency Room Stations		22
Persons Treated by Emergency Services:		31,321
Patients Admitted from Emergency:		5,872
Total ED Visits (Emergency+Trauma):		31,641

Cardiac Catheterization Utilization

Total Cardiac Cath Procedures:	868
Diagnostic Catheterizations (0-14)	0
Diagnostic Catheterizations (15+)	710
Interventional Catheterizations (0-14):	0
Interventional Catheterization (15+)	141
EP Catheterizations (15+)	17

Cardiac Surgery Data

Total Cardiac Surgery Cases:	0
Pediatric (0 - 14 Years):	0
Adult (15 Years and Older):	0
Coronary Artery Bypass Grafts (CABGs) performed of total Cardiac Cases :	0

Outpatient Service Data

Total Outpatient Visits	211,550
Outpatient Visits at the Hospital/ Campus:	180,324
Outpatient Visits Offsite/off campus	31,226

Diagnostic/Interventional Equipment	Own	Contract	Examinations Inpatient	Examinations Outpt	Examinations Contract
General Radiography/Fluoroscopy	7	0	6,565	25,665	0
Nuclear Medicine	2	0	789	1,347	0
Mammography	4	0	0	4,194	0
Ultrasound	4	0	1,988	6,265	0
Angiography	2	0			
Diagnostic Angiography			95	71	0
Interventional Angiography			104	40	0
Positron Emission Tomography (PET)	0	1	0	0	144
Computerized Axial Tomography (CAT)	3	0	2,740	16,519	0
Magnetic Resonance Imaging	2	0	584	2,398	0

Radiation Equipment	Owned	Contract	Therapies Treatments
Lithotripsy	0	1	97
Linear Accelerator	0	0	0
Image Guided Rad Therapy	0	0	0
Intensity Modulated Rad Thrpy	0	0	0
High Dose Brachytherapy	0	0	0
Proton Beam Therapy	0	0	0
Gamma Knife	0	0	0
Cyber knife	0	0	0

ATTACHMENT 19C

Source: 2010 Annual Hospital Questionnaire, Illinois Department of Public Health, Health Systems Development.

Ownership, Management and General Information

ADMINISTRATOR NAME:	John Baird
ADMINSTRATOR PHONE	847-813-3161
OWNERSHIP:	Holy Family Medical Center
OPERATOR:	Holy Family Medical Center
MANAGEMENT:	Church-Related
CERTIFICATION:	LongTerm Acute Care Hospital (LTACH)
FACILITY DESIGNATION:	
ADDRESS	100 North River Road

CITY: Des Plaines COUNTY: Suburban Cook County

Patients by Race

White	74.2%
Black	5.3%
American Indian	0.0%
Asian	1.7%
Hawaiian/ Pacific	0.4%
Unknown:	18.4%

Patients by Ethnicity

Hispanic or Latino:	0.8%
Not Hispanic or Latino:	80.8%
Unknown:	18.4%

IDPH Number:	1008
HPA	A-07
HSA	7

Facility Utilization Data by Category of Service

Clinical Service	Authorized CON Beds 12/31/2010	Peak Beds Setup and Staffed	Peak Census	Admissions	Inpatient Days	Observation Days	Average Length of Stay	Average Daily Census	CON Occupancy 12/31/2010	Staff Bed Occupancy Rate %
Medical/Surgical	59	23	18	823	3,094	0	3.8	8.5	14.4	36.9
0-14 Years				*0*	*0*					
15-44 Years				*461*	*1,622*					
45-64 Years				*339*	*1,365*					
65-74 Years				*19*	*87*					
75 Years +				*4*	*20*					
Pediatric	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Intensive Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Direct Admission				*0*	*0*					
Transfers				*0*	*0*					
Obstetric/Gynecology	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Maternity				*0*	*0*					
Clean Gynecology				*0*	*0*					
Neonatal	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Long Term Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Swing Beds				0	0		0.0	0.0		
Acute Mental Illness	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Rehabilitation	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Long-Term Acute Care	129	105	103	839	32360	0	38.6	88.7	68.7	84.4
Dedcated Observation	*0*					*0*				
Facility Utilization	188			1,662	35,454	0	21.3	97.1	51.667	

(Includes ICU Direct Admissions Only)

Inpatients and Outpatients Served by Payor Source

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Charity Care	Totals
	34.9%	13.8%	0.0%	47.4%	2.3%	1.6%	
Inpatients	580	230	0	788	38	26	1,662
	31.4%	26.6%	0.0%	36.1%	5.6%	0.3%	
Outpatients	7361	6239	10	8469	1323	77	23,479

Inpatient and Outpatient Net Revenue by Payor Source

Financial Year Reported: 7/1/2009 *to* 6/30/2010

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Totals	Charity Care Expense
Inpatient Revenue ($)	42.1%	22.0%	0.0%	34.9%	1.1%	100.0%	
	33,360,997	17,433,836	0	27,627,838	852,182	79,274,853	817,173
Outpatient Revenue ($)	31.6%	5.5%	0.0%	54.0%	8.9%	100.0%	
	3,301,077	576,701	0	5,649,773	926,244	10,453,795	24,800

Total Charity Care Expense 841,973

Totals: Charity Care as % of Net Revenue 0.9%

Birthing Data

Number of Total Births:	0
Number of Live Births:	0
Birthing Rooms:	0
Labor Rooms:	0
Delivery Rooms:	0
Labor-Delivery-Recovery Rooms:	0
Labor-Delivery-Recovery-Postpartum Rooms:	0
C-Section Rooms:	0
CSections Performed:	0

Newborn Nursery Utilization

Level 1 Patient Days	0
Level 2 Patient Days	0
Level 2+ Patient Days	0
Total Nursery Patientdays	0

Laboratory Studies

Inpatient Studies	130,913
Outpatient Studies	43,990
Studies Performed Under Contract	30,419

Organ Transplantation

Kidney:	0
Heart:	0
Lung:	0
Heart/Lung:	0
Pancreas:	0
Liver:	0
Total:	0

ATTACHMENT 19C

Surgery and Operating Room Utilization

Surgical Specialty	Operating Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Cardiovascular	0	0	0	0	7	1	9	2	11	1.3	2.0
Dermatology	0	0	0	0	0	0	0	0	0	0.0	0.0
General	0	0	1	1	48	156	47	146	193	1.0	0.9
Gastroenterology	0	0	0	0	66	114	45	89	134	0.7	0.8
Neurology	0	0	0	0	0	0	0	0	0	0.0	0.0
OB/Gynecology	0	0	0	0	0	24	0	16	16	0.0	0.7
Oral/Maxillofacial	0	0	0	0	0	0	0	0	0	0.0	0.0
Ophthalmology	0	0	1	1	0	711	0	545	545	0.0	0.8
Orthopedic	0	0	0	0	0	17	0	20	20	0.0	1.2
Otolaryngology	0	0	0	0	6	14	6	20	26	1.0	1.4
Plastic Surgery	0	0	0	0	6	212	12	488	500	2.0	2.3
Podiatry	0	0	0	0	2	176	3	290	293	1.5	1.6
Thoracic	0	0	0	0	1	0	1	0	1	1.0	0.0
Urology	0	0	0	0	20	21	22	17	39	1.1	0.8
Totals	**0**	**0**	**2**	**2**	**156**	**1446**	**145**	**1633**	**1778**	**0.9**	**1.1**

SURGICAL RECOVERY STATIONS Stage 1 Recovery Stations 13 Stage 2 Recovery Stations 21

Dedicated and Non-Dedicated Procedure Room Utilization

Procedure Type	Procedure Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
GastroIntestinal	0	0	3	3	2	337	2	272	274	1.0	0.8
Laser Eye Procedures	0	0	1	1	0	106	0	27	27	0.0	0.3
Pain Management	0	0	0	0	0	0	0	0	0	0.0	0.0
Cystoscopy	0	0	1	1	0	0	0	0	0	0.0	0.0
Multipurpose Non-Dedicated Rooms											
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0

Cardiac Catheterization Labs

Total Cath Labs (Dedicated+Nondedicated labs):	**0**
Cath Labs used for Angiography procedures	0
Dedicated Diagnostic Catheterization Labs	0
Dedicated Interventional Catheterization Labs	0
Dedicated EP Catheterization Labs	0

Emergency/Trauma Care

Certified Trauma Center		No
Level of Trauma Service	**Level 1** Not Applicable	**Level 2** Not Applicable
Operating Rooms Dedicated for Trauma Care		0
Number of Trauma Visits:		0
Patients Admitted from Trauma		0
Emergency Service Type:		Stand-By
Number of Emergency Room Stations		0
Persons Treated by Emergency Services:		0
Patients Admitted from Emergency:		0
Total ED Visits (Emergency+Trauma):		0

Cardiac Catheterization Utilization

Total Cardiac Cath Procedures:	**0**
Diagnostic Catheterizations (0-14)	0
Diagnostic Catheterizations (15+)	0
Interventional Catheterizations (0-14):	0
Interventional Catheterization (15+)	0
EP Catheterizations (15+)	0

Cardiac Surgery Data

Total Cardiac Surgery Cases:	**0**
Pediatric (0 - 14 Years):	0
Adult (15 Years and Older):	0
Coronary Artery Bypass Grafts (CABGs) performed of total Cardiac Cases :	0

Outpatient Service Data

Total Outpatient Visits	**23,479**
Outpatient Visits at the Hospital/ Campus:	23,479
Outpatient Visits Offsite/off campus	0

Diagnostic/Interventional Equipment

	Own	Contract	Examinations Inpatient	Outpt	Contract
General Radiography/Fluoroscopy	8	0	6,669	3,868	0
Nuclear Medicine	2	0	45	272	0
Mammography	3	0	0	3,859	0
Ultrasound	5	0	716	2,479	0
Angiography	0	0			
Diagnostic Angiography			0	0	0
Interventional Angiography			0	0	0
Positron Emission Tomography (PET)	0	0	0	0	0
Computerized Axial Tomography (CAT)	1	0	1,646	936	0
Magnetic Resonance Imaging	1	0	0	634	0

Radiation Equipment

	Owned	Contract	Therapeutic Treatments
Lithotripsy	0	0	0
Linear Accelerator	0	0	0
Image Guided Rad Therapy	0	0	0
Intensity Modulated Rad Thrpy	0	0	0
High Dose Brachytherapy	0	0	0
Proton Beam Therapy	0	0	0
Gamma Knife	0	0	0
Cyber knife	0	0	0

ATTACHMENT 19C

Source: 2010 Annual Hospital Questionnaire, Illinois Department of Public Health, Health Systems Development.

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Ownership, Management and General Information

ADMINISTRATOR NAME:	Martin Judd
ADMINSTRATOR PHONE	773-282-3003
OWNERSHIP:	Our Lady of the Resurrection Medical Center
OPERATOR:	Our Lady of the Resurrection Medical Center
MANAGEMENT:	Church-Related
CERTIFICATION:	
FACILITY DESIGNATION:	General Hospital
ADDRESS	5645 West Addison Street CITY: Chicago COUNTY: Suburban Cook (Chicago)

Patients by Race

White	87.9%
Black	7.0%
American Indian	0.1%
Asian	1.7%
Hawaiian/ Pacific	0.1%
Unknown:	3.3%

Patients by Ethnicity

Hispanic or Latino:	26.0%
Not Hispanic or Latino:	70.7%
Unknown:	3.3%

IDPH Number:	1719
HPA	A-01
HSA	6

Facility Utilization Data by Category of Service

Clinical Service	Authorized CON Beds 12/31/2010	Peak Beds Setup and Staffed	Peak Census	Admissions	Inpatient Days	Observation Days	Average Length of Stay	Average Daily Census	CON Occupancy 12/31/2010	Staff Bed Occupancy Rate %
Medical/Surgical	213	193	115	6,245	29,792	2,821	5.2	89.4	41.9	46.3
0-14 Years				*25*	*50*					
15-44 Years				*818*	*2,974*					
45-64 Years				*1,710*	*7,903*					
65-74 Years				*1,127*	*5,470*					
75 Years +				*2,565*	*13,395*					
Pediatric	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Intensive Care	20	20	20	1,541	5,613	6	3.6	15.4	77.0	77.0
Direct Admission				*1,189*	*4,403*					
Transfers				*352*	*1,210*					
Obstetric/Gynecology	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Maternity				*0*	*0*					
Clean Gynecology				*0*	*0*					
Neonatal	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Long Term Care	66	56	46	1,301	13,436	0	10.3	36.8	55.8	65.7
Swing Beds				0	0		0.0	0.0		
Acute Mental Illness	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Rehabilitation	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Long-Term Acute Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Dedcated Observation	*0*					*0*				
Facility Utilization	299			8,735	48,841	2,827	5.9	141.6	47.343	

(Includes ICU Direct Admissions Only)

Inpatients and Outpatients Served by Payor Source

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Charity Care	Totals
	62.7%	14.3%	0.0%	16.3%	3.2%	3.4%	
Inpatients	5478	1251	3	1426	276	301	8,735
	37.3%	29.1%	0.1%	24.7%	7.4%	1.4%	
Outpatients	39833	31147	92	26408	7942	1489	106,911

Inpatient and Outpatient Net Revenue by Payor Source

Financial Year Reported: 7/1/2009 *to* 6/30/2010

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Totals	Charity Care Expense
Inpatient	54.9%	7.5%	0.0%	21.1%	16.5%	100.0%	
Revenue ($)	39,190,032	5,319,071	0	15,040,520	11,781,084	71,330,707	1,619,222
Outpatient	22.9%	15.1%	0.0%	32.3%	29.7%	100.0%	
Revenue ($)	12,339,148	8,120,184	0	17,425,208	16,014,470	53,899,010	1,673,925

Total Charity Care Expense 3,293,147

Totals: Charity Care as % of Net Revenue 2.6%

Birthing Data

Number of Total Births:	2
Number of Live Births:	2
Birthing Rooms:	0
Labor Rooms:	0
Delivery Rooms:	0
Labor-Delivery-Recovery Rooms:	0
Labor-Delivery-Recovery-Postpartum Rooms:	0
C-Section Rooms:	0
CSections Performed:	1

Newborn Nursery Utilization

Level 1 Patient Days	0
Level 2 Patient Days	0
Level 2+ Patient Days	0
Total Nursery Patientdays	0

Laboratory Studies

Inpatient Studies	376,319
Outpatient Studies	290,384
Studies Performed Under Contract	10,166

Organ Transplantation

Kidney:	0
Heart:	0
Lung:	0
Heart/Lung:	0
Pancreas:	0
Liver:	0
Total:	0

ATTACHMENT 19C

Surgery and Operating Room Utilization

Surgical Specialty	Operating Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Cardiovascular	0	0	0	0	0	0	0	0	0	0.0	0.0
Dermatology	0	0	0	0	0	0	0	0	0	0.0	0.0
General	0	0	8	8	766	442	1161	443	1604	1.5	1.0
Gastroenterology	0	0	0	0	4	0	4	0	4	1.0	0.0
Neurology	0	0	0	0	120	7	346	16	362	2.9	2.3
OB/Gynecology	0	0	0	0	115	164	175	145	320	1.5	0.9
Oral/Maxillofacial	0	0	0	0	0	0	0	0	0	0.0	0.0
Ophthalmology	0	0	0	0	3	640	2	381	383	0.7	0.6
Orthopedic	0	0	0	0	334	365	565	416	981	1.7	1.1
Otolaryngology	0	0	0	0	28	85	44	100	144	1.6	1.2
Plastic Surgery	0	0	0	0	9	9	18	10	28	2.0	1.1
Podiatry	0	0	0	0	0	0	0	0	0	0.0	0.0
Thoracic	0	0	0	0	20	0	46	0	46	2.3	0.0
Urology	0	0	1	1	129	194	157	220	377	1.2	1.1
Totals	**0**	**0**	**9**	**9**	**1528**	**1906**	**2518**	**1731**	**4249**	**1.6**	**0.9**

SURGICAL RECOVERY STATIONS Stage 1 Recovery Stations 8 Stage 2 Recovery Stations 19

Dedicated and Non-Dedicated Procedure Room Utilization

Procedure Type	Procedure Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Gastrointestinal	1	1	0	2	919	1562	871	1711	2582	0.9	1.1
Laser Eye Procedures	0	0	0	0	0	0	0	0	0	0.0	0.0
Pain Management	0	1	0	1	0	867	0	437	437	0.0	0.5
Cystoscopy	0	0	1	1	129	194	144	220	364	1.1	1.1
Multipurpose Non-Dedicated Rooms											
Minor Local Procedur	0	1	0	1	0	85	0	53	53	0.0	0.6
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0

Cardiac Catheterization Labs

Total Cath Labs (Dedicated+Nondedicated labs):	1
Cath Labs used for Angiography procedures	1
Dedicated Diagnostic Catheterization Labs	0
Dedicated Interventional Catheterization Labs	0
Dedicated EP Catheterization Labs	0

Emergency/Trauma Care

Certified Trauma Center		No
Level of Trauma Service	**Level 1**	**Level 2**
	Not Applicable	Not Applicable
Operating Rooms Dedicated for Trauma Care		0
Number of Trauma Visits:		0
Patients Admitted from Trauma		0
Emergency Service Type:		Comprehensive
Number of Emergency Room Stations		18
Persons Treated by Emergency Services:		38,342
Patients Admitted from Emergency:		6,270
Total ED Visits (Emergency+Trauma):		**38,342**

Cardiac Catheterization Utilization

Total Cardiac Cath Procedures:	**585**
Diagnostic Catheterizations (0-14)	0
Diagnostic Catheterizations (15+)	439
Interventional Catheterizations (0-14):	0
Interventional Catheterization (15+)	146
EP Catheterizations (15+)	0

Cardiac Surgery Data

Total Cardiac Surgery Cases:	0
Pediatric (0 - 14 Years):	0
Adult (15 Years and Older):	0
Coronary Artery Bypass Grafts (CABGs) performed of total Cardiac Cases :	0

Outpatient Service Data

Total Outpatient Visits	106,911
Outpatient Visits at the Hospital/ Campus:	106,911
Outpatient Visits Offsite/off campus	0

Diagnostic/Interventional Equipment

	Own	Contract	Examinations Inpatient	Examinations Outpt	Examinations Contract
General Radiography/Fluoroscopy	7	0	12,191	29,324	0
Nuclear Medicine	2	0	774	1,021	0
Mammography	2	0	6	4,227	0
Ultrasound	4	0	3,587	7,211	0
Angiography	1	0			
Diagnostic Angiography			407	162	0
Interventional Angiography			17	17	0
Positron Emission Tomography (PET)	0	0	0	0	0
Computerized Axial Tomography (CAT)	2	0	3,753	15,216	0
Magnetic Resonance Imaging	1	1	914	1,717	6

Radiation Equipment

	Owned	Contract	Therapeutic Treatments
Lithotripsy	0	0	0
Linear Accelerator	0	0	0
Image Guided Rad Therapy	0	0	0
Intensity Modulated Rad Thrpy	0	0	0
High Dose Brachytherapy	0	0	0
Proton Beam Therapy	0	0	0
Gamma Knife	0	0	0
Cyber knife	0	0	0

ATTACHMENT 19C

Source: 2010 Annual Hospital Questionnaire, Illinois Department of Public Health, Health Systems Development.

Ownership, Management and General Information

ADMINISTRATOR NAME:	Margaret McDermott
ADMINSTRATOR PHONE	312-770-2115
OWNERSHIP:	Saints Mary and Elizabeth Medical Center DBA St. E
OPERATOR:	Saints Mary and Elizabeth Medical Center DBA St. E
MANAGEMENT:	Church-Related
CERTIFICATION:	
FACILITY DESIGNATION:	General Hospital
ADDRESS	1431 North Claremont CITY: Chicago COUNTY: Suburban Cook (Chicago)

Patients by Race

White	17.4%
Black	59.3%
American Indian	0.3%
Asian	0.3%
Hawaiian/ Pacific	0.0%
Unknown:	22.7%

Patients by Ethnicity

Hispanic or Latino:	3.8%
Not Hispanic or Latino:	73.5%
Unknown:	22.7%

IDPH Number:	2360
HPA	A-02
HSA	6

Facility Utilization Data by Category of Service

Clinical Service	Authorized CON Beds 12/31/2010	Peak Beds Setup and Staffed	Peak Census	Admissions	Inpatient Days	Observation Days	Average Length of Stay	Average Daily Census	CON Occupancy 12/31/2010	Staff Bed Occupancy Rate %
Medical/Surgical	40	40	40	3,187	8,762	1	2.7	24.0	60.0	60.0
0-14 Years				*0*	*0*					
15-44 Years				*1,198*	*3,207*					
45-64 Years				*1,919*	*5,354*					
65-74 Years				*69*	*197*					
75 Years +				*1*	*4*					
Pediatric	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Intensive Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Direct Admission				*0*	*0*					
Transfers				*0*	*0*					
Obstetric/Gynecology	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Maternity				*0*	*0*					
Clean Gynecology				*0*	*0*					
Neonatal	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Long Term Care	28	26	25	498	6,847	0	13.7	18.8	67.0	72.1
Swing Beds				0	0		0.0	0.0		
Acute Mental Illness	40	40	40	1,125	14,153	0	12.6	38.8	96.9	96 9
Rehabilitation	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Long-Term Acute Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Dedcated Observation	*0*					*0*				
Facility Utilization	**108**			**4,810**	**29,762**	**1**	**6.2**	**81.5**	**75.502**	

(Includes ICU Direct Admissions Only)

Inpatients and Outpatients Served by Payor Source

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Charity Care	Totals
	21.8%	**70.0%**	**0.0%**	**7.8%**	**0.1%**	**0.2%**	
Inpatients	1050	3365	2	375	7	11	4,810
	25.8%	**43.4%**	**0.1%**	**26.4%**	**2.6%**	**1.6%**	
Outpatients	6014	10112	25	6148	601	383	23,283

Financial Year Reported: 7/1/2009 *to* 6/30/2010

Inpatient and Outpatient Net Revenue by Payor Source

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Totals	Charity Care Expense
Inpatient Revenue ($)	**15.2%** 5,367,250	**75.7%** 26,756,980	**0.0%** 0	**8.9%** 3,138,590	**0.2%** 62,034	**100.0%** 35,324,854	283,191
Outpatient Revenue ($)	**14.0%** 2,495,881	**49.0%** 8,726,917	**0.0%** 0	**33.6%** 5,976,201	**3.4%** 611,022	**100.0%** 17,810,021	66

Total Charity Care Expense 283,257

Totals: Charity Care as % of Net Revenue **0.5%**

Birthing Data

Number of Total Births:	0
Number of Live Births:	0
Birthing Rooms:	0
Labor Rooms:	0
Delivery Rooms:	0
Labor-Delivery-Recovery Rooms:	0
Labor-Delivery-Recovery-Postpartum Rooms:	0
C-Section Rooms:	0
CSections Performed:	0

Newborn Nursery Utilization

Level 1 Patient Days	0
Level 2 Patient Days	0
Level 2+ Patient Days	0
Total Nursery Patientdays	**0**

Laboratory Studies

Inpatient Studies	92,115
Outpatient Studies	40,301
Studies Performed Under Contract	0

Organ Transplantation

Kidney:	0
Heart:	0
Lung:	0
Heart/Lung:	0
Pancreas:	0
Liver:	0
Total:	**0**

ATTACHMENT 19C

Surgery and Operating Room Utilization

Surgical Specialty	Operating Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Cardiovascular	0	0	0	0	0	0	0	0	0	0.0	0.0
Dermatology	0	0	0	0	0	0	0	0	0	0.0	0.0
General	0	5	0	5	0	280	0	313	313	0.0	1.1
Gastroenterology	0	0	0	0	0	0	0	0	0	0.0	0.0
Neurology	0	0	0	0	0	0	0	0	0	0.0	0.0
OB/Gynecology	0	0	0	0	0	11	0	12	12	0.0	1.1
Oral/Maxillofacial	0	0	0	0	0	10	0	8	8	0.0	0.8
Ophthalmology	0	0	0	0	0	597	0	487	487	0.0	0.8
Orthopedic	0	0	0	0	1	248	1	352	353	1.0	1.4
Otolaryngology	0	0	0	0	0	60	0	55	55	0.0	0.9
Plastic Surgery	0	0	0	0	0	0	0	0	0	0.0	0.0
Podiatry	0	0	0	0	0	146	0	104	104	0.0	0.7
Thoracic	0	0	0	0	0	1	0	1	1	0.0	1.0
Urology	0	0	1	1	0	267	0	201	201	0.0	0.8
Totals	**0**	**5**	**1**	**6**	**1**	**1620**	**1**	**1533**	**1534**	**1.0**	**0.9**

SURGICAL RECOVERY STATIONS Stage 1 Recovery Stations: 8 Stage 2 Recovery Stations: 18

Dedicated and Non-Dedicated Procedure Room Utilization

Procedure Type	Procedure Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Gastrointestinal	0	0	2	2	0	0	0	0	0	0.0	0.0
Laser Eye Procedures	0	0	0	0	0	0	0	0	0	0.0	0.0
Pain Management	0	0	0	0	0	0	0	0	0	0.0	0.0
Cystoscopy	0	0	0	0	0	0	0	0	0	0.0	0.0
Multipurpose Non-Dedicated Rooms											
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0

Cardiac Catheterization Labs

Total Cath Labs (Dedicated+Nondedicated labs):	0
Cath Labs used for Angiography procedures	0
Dedicated Diagnostic Catheterization Labs	0
Dedicated Interventional Catheterization Labs	0
Dedicated EP Catheterization Labs	0

Emergency/Trauma Care

Certified Trauma Center		No
Level of Trauma Service	Level 1	Level 2
	Not Applicable	Not Applicable
Operating Rooms Dedicated for Trauma Care		0
Number of Trauma Visits:		0
Patients Admitted from Trauma		0
Emergency Service Type:		Comprehensive
Number of Emergency Room Stations		8
Persons Treated by Emergency Services:		3,110
Patients Admitted from Emergency:		155
Total ED Visits (Emergency+Trauma):		3,110

Cardiac Catheterization Utilization

Total Cardiac Cath Procedures:	0
Diagnostic Catheterizations (0-14)	0
Diagnostic Catheterizations (15+)	0
Interventional Catheterizations (0-14):	0
Interventional Catheterization (15+)	0
EP Catheterizations (15+)	0

Cardiac Surgery Data

Total Cardiac Surgery Cases:	0
Pediatric (0 - 14 Years):	0
Adult (15 Years and Older):	0
Coronary Artery Bypass Grafts (CABGs) performed of total Cardiac Cases :	0

Outpatient Service Data

Total Outpatient Visits	23,283
Outpatient Visits at the Hospital/ Campus:	23,283
Outpatient Visits Offsite/off campus	0

Diagnostic/Interventional Equipment

	Own	Contract	Examinations Inpatient	Examinations Outpt	Examinations Contract
General Radiography/Fluoroscopy	6	0	530	6,575	0
Nuclear Medicine	0	0	0	0	0
Mammography	0	0	0	0	0
Ultrasound	1	0	80	218	0
Angiography	0	0			
Diagnostic Angiography			0	0	0
Interventional Angiography			0	0	0
Positron Emission Tomography (PET)	0	0	0	0	0
Computerized Axial Tomography (CAT)	1	0	56	531	0
Magnetic Resonance Imaging	0	0	0	0	0

Radiation Equipment

	Owned	Contract	Therapie: Treatments
Lithotripsy	0	1	30
Linear Accelerator	0	0	0
Image Guided Rad Therapy	0	0	0
Intensity Modulated Rad Thrpy	0	0	0
High Dose Brachytherapy	0	0	0
Proton Beam Therapy	0	0	0
Gamma Knife	0	0	0
Cyber knife	0	0	0

ATTACHMENT 19C

Source: 2010 Annual Hospital Questionnaire, Illinois Department of Public Health, Health Systems Development.

Ownership, Management and General Information

ADMINISTRATOR NAME:	Margaret McDermott
ADMINSTRATOR PHONE	312-770-2115
OWNERSHIP:	Saints Mary and Elizabeth Medical Center DBA Saint
OPERATOR:	Saints Mary and Elizabeth Medical Center DBA Saint
MANAGEMENT:	Church-Related
CERTIFICATION:	
FACILITY DESIGNATION:	General Hospital
ADDRESS	2233 West Divison Street CITY: Chicago COUNTY: Suburban Cook (Chicago)

Patients by Race

White	30.8%
Black	28.7%
American Indian	0.1%
Asian	1.2%
Hawaiian/ Pacific	0.2%
Unknown:	39.0%

Patients by Ethnicity

Hispanic or Latino:	10.0%
Not Hispanic or Latino:	90.0%
Unknown:	0.0%

IDPH Number:	2584
HPA	A-02
HSA	6

Facility Utilization Data by Category of Service

Clinical Service	Authorized CON Beds 12/31/2010	Peak Beds Setup and Staffed	Peak Census	Admissions	Inpatient Days	Observation Days	Average Length of Stay	Average Daily Census	CON Occupancy 12/31/2010	Staff Bed Occupancy Rate %
Medical/Surgical	186	186	163	10,107	47,564	4,936	5.2	143.8	77.3	77.3
0-14 Years				*0*	*0*					
15-44 Years				*2,437*	*8,086*					
45-64 Years				*3,618*	*15,918*					
65-74 Years				*1,793*	*9,607*					
75 Years +				*2,259*	*13,953*					
Pediatric	14	14	12	564	1,210	479	3.0	4.6	33.1	33.1
Intensive Care	32	32	30	1,856	7,274	3	3.9	19.9	62.3	62.3
Direct Admission				*1,106*	*3,996*					
Transfers				*750*	*3,278*					
Obstetric/Gynecology	20	20	20	2,026	4,812	303	2.5	14.0	70.1	70.1
Maternity				*1,857*	*4,558*					
Clean Gynecology				*169*	*254*					
Neonatal	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Long Term Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Swing Beds				0	0		0.0	0.0		
Acute Mental Illness	120	120	120	4,909	40,724	0	8.3	111.6	93.0	93.0
Rehabilitation	15	15	15	285	3,365	0	11.8	9.2	61.5	61.5
Long-Term Acute Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Dedcated Observation	*0*					*0*				
Facility Utilization	387			18,997	104,949	5,721	5.8	303.2	78.348	

(Includes ICU Direct Admissions Only)

Inpatients and Outpatients Served by Payor Source

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Charity Care	Totals
	36.7%	42.5%	0.1%	15.4%	3.0%	2.3%	
Inpatients	6981	8067	19	2920	567	443	18,997
	20.9%	43.8%	0.1%	28.3%	4.2%	2.7%	
Outpatients	33524	70311	193	45505	6688	4362	160,583

Financial Year Reported: 7/1/2009 *to* 6/30/2010

Inpatient and Outpatient Net Revenue by Payor Source

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Totals	Charity Care Expense
Inpatient Revenue ($)	38.5%	35.6%	0.0%	19.3%	6.5%	100.0%	
	70,059,839	64,909,978	0	35,235,425	11,894,860	182,100,102	3,009,122
Outpatient Revenue ($)	18.2%	31.4%	0.0%	36.4%	14.0%	100.0%	
	13,680,173	23,511,366	0	27,283,437	10,509,251	74,984,227	2,458,127

Total Charity Care Expense 5,467,249

Totals: Charity Care as % of Net Revenue 2.1%

Birthing Data

Number of Total Births:	1,868
Number of Live Births:	1,854
Birthing Rooms:	0
Labor Rooms:	0
Delivery Rooms:	0
Labor-Delivery-Recovery Rooms:	8
Labor-Delivery-Recovery-Postpartum Rooms:	0
C-Section Rooms:	2
CSections Performed:	538

Newborn Nursery Utilization

Level 1 Patient Days	3,419
Level 2 Patient Days	0
Level 2+ Patient Days	1,330
Total Nursery Patientdays	4,749

Laboratory Studies

Inpatient Studies	702,010
Outpatient Studies	287,592
Studies Performed Under Contract	3,361

Organ Transplantation

Kidney:	0
Heart:	0
Lung:	0
Heart/Lung:	0
Pancreas:	0
Liver:	0
Total:	0

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Surgery and Operating Room Utilization

Surgical Specialty	Operating Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Cardiovascular	0	0	1	1	745	180	222	54	276	0.3	0.3
Dermatology	0	0	0	0	0	0	0	0	0	0.0	0.0
General	0	0	6	6	953	845	1426	1266	2692	1.5	1.5
Gastroenterology	0	0	0	0	3	17	1	8	9	0.3	0.5
Neurology	0	0	0	0	106	14	356	47	403	3.4	3.4
OB/Gynecology	0	0	0	0	455	430	507	479	986	1.1	1.1
Oral/Maxillofacial	0	0	0	0	2	20	4	39	43	2.0	2.0
Ophthalmology	0	0	0	0	4	148	6	223	229	1.5	1.5
Orthopedic	0	0	0	0	339	227	638	428	1066	1.9	1.9
Otolaryngology	0	0	0	0	37	122	45	149	194	1.2	1.2
Plastic Surgery	0	0	0	0	20	10	32	16	48	1.6	1.6
Podiatry	0	0	0	0	93	49	71	38	109	0.8	0.8
Thoracic	0	0	0	0	145	36	216	54	270	1.5	1.5
Urology	0	0	1	1	326	341	380	398	778	1.2	1.2
Totals	**0**	**0**	**8**	**8**	**3228**	**2439**	**3904**	**3199**	**7103**	**1.2**	**1.3**

SURGICAL RECOVERY STATIONS Stage 1 Recovery Stations 9 Stage 2 Recovery Stations 19

Dedicated and Non-Dedicated Procedure Room Utilization

Procedure Type	Procedure Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
GastroIntestinal	0	0	3	3	1800	4678	640	1813	2453	0.4	0.4
Laser Eye Procedures	0	0	0	0	0	0	0	0	0	0.0	0.0
Pain Management	0	0	0	0	0	0	0	0	0	0.0	0.0
Cystoscopy	0	0	0	0	0	0	0	0	0	0.0	0.0
Multipurpose Non-Dedicated Rooms											
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0

Cardiac Catheterization Labs

Total Cath Labs (Dedicated+Nondedicated labs):	2
Cath Labs used for Angiography procedures	0
Dedicated Diagnostic Catheterization Labs	0
Dedicated Interventional Catheterization Labs	0
Dedicated EP Catheterization Labs	0

Emergency/Trauma Care

Certified Trauma Center		No
Level of Trauma Service	**Level 1** Not Applicable	**Level 2** Not Applicable
Operating Rooms Dedicated for Trauma Care		0
Number of Trauma Visits.		0
Patients Admitted from Trauma		0
Emergency Service Type:		Comprehensive
Number of Emergency Room Stations		31
Persons Treated by Emergency Services:		58,132
Patients Admitted from Emergency:		12,002
Total ED Visits (Emergency+Trauma):		**58,132**

Cardiac Catheterization Utilization

Total Cardiac Cath Procedures:	**1,606**
Diagnostic Catheterizations (0-14)	0
Diagnostic Catheterizations (15+)	822
Interventional Catheterizations (0-14):	0
Interventional Catheterization (15+)	288
EP Catheterizations (15+)	496

Cardiac Surgery Data

Total Cardiac Surgery Cases:	**50**
Pediatric (0 - 14 Years):	0
Adult (15 Years and Older):	50
Coronary Artery Bypass Grafts (CABGs) performed of total Cardiac Cases :	44

Outpatient Service Data

Total Outpatient Visits	**160,583**
Outpatient Visits at the Hospital/ Campus:	160,583
Outpatient Visits Offsite/off campus	0

Diagnostic/Interventional Equipment

	Own	Contract	Examinations Inpatient	Examinations Outpt	Examinations Contract
General Radiography/Fluoroscopy	6	0	15,502	38,347	0
Nuclear Medicine	3	0	1,033	1,710	0
Mammography	2	0	15	7,370	0
Ultrasound	5	0	3,203	17,318	0
Angiography	1	0			
Diagnostic Angiography			176	90	0
Interventional Angiography			0	0	0
Positron Emission Tomography (PET)	0	0	0	0	0
Computerized Axial Tomography (CAT)	2	0	3,713	18,513	0
Magnetic Resonance Imaging	1	0	1,142	2,712	0

Radiation Equipment

	Owned	Contract	Therapies Treatments
Lithotripsy	1	0	0
Linear Accelerator	1	0	122
Image Guided Rad Therapy	0	0	0
Intensity Modulated Rad Thrpy	0	0	0
High Dose Brachytherapy	0	0	0
Proton Beam Therapy	0	0	0
Gamma Knife	0	0	0
Cyber knife	0	0	0

ATTACHMENT 19C

Source: 2010 Annual Hospital Questionnaire, Illinois Department of Public Health, Health Systems Development.

Ownership, Management and General Information

ADMINISTRATOR NAME:	Roberta Luskin-Hawk
ADMINSTRATOR PHONE	773-665-3972
OWNERSHIP:	Saint Joseph Hospital
OPERATOR:	Saint Joseph Hospital
MANAGEMENT:	Church-Related
CERTIFICATION:	
FACILITY DESIGNATION:	General Hospital
ADDRESS	2900 North Lake Shore Drive CITY: Chicago COUNTY: Suburban Cook (Chicago)

Patients by Race

White	67.1%
Black	18.5%
American Indian	0.1%
Asian	3.7%
Hawaiian/ Pacific	0.5%
Unknown:	10.0%

Patients by Ethnicity

Hispanic or Latino:	6.0%
Not Hispanic or Latino:	84.0%
Unknown:	10.0%

IDPH Number:	2493
HPA	A-01
HSA	6

Facility Utilization Data by Category of Service

Clinical Service	Authorized CON Beds 12/31/2010	Peak Beds Setup and Staffed	Peak Census	Admissions	Inpatient Days	Observation Days	Average Length of Stay	Average Daily Census	CON Occupancy 12/31/2010	Staff Bed Occupancy Rate %
Medical/Surgical	219	186	186	7,621	35,338	2,861	5.0	104.7	47.8	56.3
0-14 Years				*0*	*0*					
15-44 Years				*1,754*	*8,534*					
45-64 Years				*2,466*	*11,746*					
65-74 Years				*1,132*	*4,864*					
75 Years +				*2,269*	*10,194*					
Pediatric	11	*7*	7	246	749	110	3.5	2.4	21.4	33.6
Intensive Care	23	21	21	1,125	5,298	39	4.7	14.6	63.6	69.6
Direct Admission				*621*	*3,581*					
Transfers				*504*	*1,717*					
Obstetric/Gynecology	23	23	23	1,812	4,576	75	2.6	12.7	55.4	55.4
Maternity				*1,798*	*4,549*					
Clean Gynecology				*14*	27					
Neonatal	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Long Term Care	26	26	26	755	6,800	0	9.0	18.6	71.7	71.7
Swing Beds				0	0		0.0	0.0		
Acute Mental Illness	35	34	34	1,381	9,968	0	7.2	27.3	78.0	80.3
Rehabilitation	23	23	18	434	4,104	0	9.5	11.2	48.9	48.9
Long-Term Acute Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Dedcated Observation	*0*					*0*				
Facility Utilization	360			12,870	66,833	3,085	5.4	191.6	53.210	

(Includes ICU Direct Admissions Only)

Inpatients and Outpatients Served by Payor Source

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Charity Care	Totals
	44.5%	16.2%	0.2%	36.9%	0.9%	1.2%	
Inpatients	5727	2089	32	4745	118	159	12,870
	25.7%	16.8%	0.1%	53.0%	3.5%	0.8%	
Outpatients	45617	29846	172	94006	6268	1356	177,265

Inpatient and Outpatient Net Revenue by Payor Source

Financial Year Reported: 7/1/2009 *to* 6/30/2010

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Totals	Charity Care Expense
Inpatient Revenue ($)	44.8%	14.3%	0.0%	39.0%	1.9%	100.0%	
	59,631,100	19,106,026	0	51,925,572	2,485,977	133,148,675	994,153
Outpatient Revenue ($)	19.7%	2.2%	0.0%	68.0%	10.0%	100.0%	
	11,159,225	1,271,104	0	38,520,633	5,683,871	56,634,833	533,160

Total Charity Care Expense 1,527,313

Totals: Charity Care as % of Net Revenue 0.8%

Birthing Data

Number of Total Births:	1,760
Number of Live Births:	1,751
Birthing Rooms:	0
Labor Rooms:	0
Delivery Rooms:	0
Labor-Delivery-Recovery Rooms:	1
Labor-Delivery-Recovery-Postpartum Rooms:	17
C-Section Rooms:	2
CSections Performed:	449

Newborn Nursery Utilization

Level 1 Patient Days	2,813
Level 2 Patient Days	241
Level 2+ Patient Days	2,598
Total Nursery Patientdays	5,652

Laboratory Studies

Inpatient Studies	638,598
Outpatient Studies	220,309
Studies Performed Under Contract	3,504

Organ Transplantation

Kidney:	0
Heart:	0
Lung:	0
Heart/Lung:	0
Pancreas:	0
Liver:	0
Total:	0

ATTACHMENT 19C

Surgery and Operating Room Utilization

Surgical Specialty	Operating Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Cardiovascular	0	0	1	1	192	164	643	270	913	3.3	1.6
Dermatology	0	0	0	0	0	0	0	0	0	0.0	0.0
General	0	0	10	10	542	658	1519	1235	2754	2.8	1.9
Gastroenterology	0	0	0	0	34	3	40	2	42	1.2	0.7
Neurology	0	0	0	0	85	11	316	29	345	3.7	2.6
OB/Gynecology	0	0	0	0	211	384	697	662	1359	3.3	1.7
Oral/Maxillofacial	0	0	0	0	5	2	6	3	9	1.2	1.5
Ophthalmology	0	0	0	0	5	1045	10	1299	1309	2.0	1.2
Orthopedic	0	0	0	0	320	797	807	1439	2246	2.5	1.8
Otolaryngology	0	0	0	0	67	737	106	935	1041	1.6	1.3
Plastic Surgery	0	0	0	0	47	439	252	1467	1719	5.4	3.3
Podiatry	0	0	0	0	46	284	77	535	612	1.7	1.9
Thoracic	0	0	0	0	33	14	107	36	143	3.2	2.6
Urology	0	0	1	1	120	246	212	355	567	1.8	1.4
Totals	**0**	**0**	**12**	**12**	**1707**	**4784**	**4792**	**8267**	**13059**	**2.8**	**1.7**

SURGICAL RECOVERY STATIONS Stage 1 Recovery Stations 12 Stage 2 Recovery Stations 9

Dedicated and Non-Dedicated Procedure Room Utilization

Procedure Type	Procedure Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
GastroIntestinal	0	0	4	4	736	3738	879	4219	5098	1.2	1.1
Laser Eye Procedures	0	0	1	1	1	133	3	177	180	3.0	1.3
Pain Management	0	0	1	1	225	954	263	534	797	1.2	0.6
Cystoscopy	0	0	0	0	0	0	0	0	0	0.0	0.0
Multipurpose Non-Dedicated Rooms											
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0

Cardiac Catheterization Labs

Total Cath Labs (Dedicated+Nondedicated labs):	**2**
Cath Labs used for Angiography procedures	1
Dedicated Diagnostic Catheterization Labs	0
Dedicated Interventional Catheterization Labs	0
Dedicated EP Catheterization Labs	0

Emergency/Trauma Care

Certified Trauma Center		No
Level of Trauma Service	Level 1	Level 2
	Not Applicable	Not Applicable
Operating Rooms Dedicated for Trauma Care		0
Number of Trauma Visits:		0
Patients Admitted from Trauma		0
Emergency Service Type:		Comprehensive
Number of Emergency Room Stations		14
Persons Treated by Emergency Services:		18,790
Patients Admitted from Emergency:		5,312
Total ED Visits (Emergency+Trauma):		**18,790**

Cardiac Catheterization Utilization

Total Cardiac Cath Procedures.	**841**
Diagnostic Catheterizations (0-14)	0
Diagnostic Catheterizations (15+)	567
Interventional Catheterizations (0-14):	0
Interventional Catheterization (15+)	253
EP Catheterizations (15+)	21

Cardiac Surgery Data

Total Cardiac Surgery Cases:	**64**
Pediatric (0 - 14 Years):	0
Adult (15 Years and Older):	64
Coronary Artery Bypass Grafts (CABGs) performed of total Cardiac Cases :	43

Outpatient Service Data

Total Outpatient Visits	**177,265**
Outpatient Visits at the Hospital/ Campus:	149,997
Outpatient Visits Offsite/off campus	27,268

Diagnostic/Interventional Equipment

	Own	Contract	Examinations Inpatient	Examinations Outpt	Examinations Contract
General Radiography/Fluoroscopy	17	0	11,170	21,688	0
Nuclear Medicine	4	0	490	927	0
Mammography	3	0	9	8,221	0
Ultrasound	7	0	2,884	10,926	0
Angiography	1	0			
Diagnostic Angiography			146	230	0
Interventional Angiography			1065	213	0
Positron Emission Tomography (PET)	0	1	0	0	383
Computerized Axial Tomography (CAT)	2	0	2,893	8,719	0
Magnetic Resonance Imaging	1	0	1,685	2,452	0

Radiation Equipment

	Owned	Contract	Therapies Treatments
Lithotripsy	0	0	0
Linear Accelerator	1	0	3,770
Image Guided Rad Therapy	0	0	0
Intensity Modulated Rad Thrpy	0	0	10
High Dose Brachytherapy	1	0	5
Proton Beam Therapy	0	0	0
Gamma Knife	0	0	0
Cyber knife	0	0	0

ATTACHMENT 19C

Source: 2010 Annual Hospital Questionnaire, Illinois Department of Public Health, Health Systems Development.

Ownership, Management and General Information

ADMINISTRATOR NAME:	Jeff Murphy
ADMINSTRATOR PHONE	847-316-2353
OWNERSHIP:	Saint Francis Hospital
OPERATOR:	Saint Francis Hospital
MANAGEMENT:	Church-Related
CERTIFICATION:	
FACILITY DESIGNATION:	General Hospital
ADDRESS	355 Ridge Avenue

CITY: Evanston COUNTY: Suburban Cook County

Patients by Race

White	47.0%
Black	26.0%
American Indian	0.1%
Asian	4.3%
Hawaiian/ Pacific	0.5%
Unknown:	22.2%

Patients by Ethnicity

Hispanic or Latino	5.0%
Not Hispanic or Latino:	78.1%
Unknown:	16.9%

IDPH Number:	2402
HPA	A-08
HSA	7

Facility Utilization Data by Category of Service

Clinical Service	Authorized CON Beds 12/31/2010	Peak Beds Setup and Staffed	Peak Census	Admissions	Inpatient Days	Observation Days	Average Length of Stay	Average Daily Census	CON Occupancy 12/31/2010	Staff Bed Occupancy Rate %
Medical/Surgical	206	160	135	5,846	30,227	4,137	5.9	94.1	45.7	58.8
0-14 Years				*0*	*0*					
15-44 Years				*829*	*3,329*					
45-64 Years				*1,800*	*8,773*					
65-74 Years				*1,181*	*6,174*					
75 Years +				*2,036*	*11,951*					
Pediatric	12	12	6	250	610	129	3.0	2.0	16.9	16.9
Intensive Care	35	35	32	2,281	8,161	62	3.6	22.5	64.4	64.4
Direct Admission				*1,663*	*6,035*					
Transfers				*618*	*2,126*					
Obstetric/Gynecology	18	12	12	888	2,255	87	2.6	6.4	35.6	53.5
Maternity				*777*	*2,042*					
Clean Gynecology				*111*	*213*					
Neonatal	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Long Term Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Swing Beds				0	0		0.0	0.0		
Acute Mental Illness	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Rehabilitation	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Long-Term Acute Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Dedcated Observation	*0*					*0*				
Facility Utilization	271			8,647	41,253	4,415	5.3	125.1	46.169	

(Includes ICU Direct Admissions Only)

Inpatients and Outpatients Served by Payor Source

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Charity Care	Totals
	49.2%	21.6%	0.0%	23.2%	4.0%	2.0%	
Inpatients	4255	1865	0	2009	349	169	8,647
	29.2%	19.9%	0.0%	34.5%	15.5%	1.0%	
Outpatients	30755	20952	0	36312	16290	1089	105,398

Financial Year Reported: 7/1/2009 *to* 6/30/2010

Inpatient and Outpatient Net Revenue by Payor Source

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Totals	Charity Care Expense
Inpatient Revenue ($)	44.7%	17.8%	0.0%	33.5%	4.1%	100.0%	
	46,132,457	18,352,703	0	34,545,569	4,206,318	103,237,047	1,572,454
Outpatient Revenue ($)	17.5%	10.5%	0.0%	54.7%	17.3%	100.0%	
	11,251,446	6,764,151	0	35,151,414	11,129,834	64,296,845	1,826,620

Total Charity Care Expense 3,399,074

Totals: Charity Care as % of Net Revenue 2.0%

Birthing Data

Number of Total Births:	789
Number of Live Births:	786
Birthing Rooms:	0
Labor Rooms:	0
Delivery Rooms:	0
Labor-Delivery-Recovery Rooms:	0
Labor-Delivery-Recovery-Postpartum Rooms:	18
C-Section Rooms:	2
CSections Performed:	194

Newborn Nursery Utilization

Level 1 Patient Days	1,649
Level 2 Patient Days	1,074
Level 2+ Patient Days	55
Total Nursery Patientdays	**2,778**

Laboratory Studies

Inpatient Studies	422,034
Outpatient Studies	211,659
Studies Performed Under Contract	4,594

Organ Transplantation

Kidney:	0
Heart:	0
Lung:	0
Heart/Lung:	0
Pancreas:	0
Liver:	0
Total:	0

ATTACHMENT 19C

Surgery and Operating Room Utilization

Surgical Specialty	Operating Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Cardiovascular	0	0	2	2	174	12	638	15	653	3.7	1.3
Dermatology	0	0	0	0	0	0	0	0	0	0.0	0.0
General	0	0	2	2	1200	737	2287	886	3173	1.9	1.2
Gastroenterology	0	0	2	2	0	0	0	0	0	0.0	0.0
Neurology	0	0	1	1	94	13	327	15	342	3.5	1.2
OB/Gynecology	0	0	1	1	197	281	535	326	861	2.7	1.2
Oral/Maxillofacial	0	0	0	0	0	0	0	0	0	0.0	0.0
Ophthalmology	0	0	2	2	22	748	31	576	607	1.4	0.8
Orthopedic	0	0	2	2	640	686	1621	919	2540	2.5	1.3
Otolaryngology	0	0	0	0	50	165	94	190	284	1.9	1.2
Plastic Surgery	0	0	1	1	22	75	90	132	222	4.1	1.8
Podiatry	0	0	0	0	11	95	16	130	146	1.5	1.4
Thoracic	0	0	0	0	0	0	0	0	0	0.0	0.0
Urology	0	0	1	1	122	164	203	155	358	1.7	0.9
Totals	**0**	**0**	**14**	**14**	**2532**	**2976**	**5842**	**3344**	**9186**	**2.3**	**1.1**

SURGICAL RECOVERY STATIONS Stage 1 Recovery Stations 11 Stage 2 Recovery Stations 34

Dedicated and Non-Dedicated Procedure Room Utilization

Procedure Type	Procedure Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Gastrointestinal	0	0	3	3	801	1609	641	1529	2170	0.8	1.0
Laser Eye Procedures	0	0	0	0	0	0	0	0	0	0.0	0.0
Pain Management	0	0	1	1	18	606	16	273	289	0.9	0.5
Cystoscopy	0	0	1	1	88	129	106	108	214	1.2	0.8
Multipurpose Non-Dedicated Rooms											
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0

Cardiac Catheterization Labs

Total Cath Labs (Dedicated+Nondedicated labs):	**2**
Cath Labs used for Angiography procedures	0
Dedicated Diagnostic Catheterization Labs	0
Dedicated Interventional Catheterization Labs	0
Dedicated EP Catheterization Labs	0

Emergency/Trauma Care

Certified Trauma Center		Yes
Level of Trauma Service	**Level 1** Adult	**Level 2** Not Applicable
Operating Rooms Dedicated for Trauma Care		2
Number of Trauma Visits:		604
Patients Admitted from Trauma		366
Emergency Service Type:		Comprehensive
Number of Emergency Room Stations		20
Persons Treated by Emergency Services:		34,250
Patients Admitted from Emergency:		6,498
Total ED Visits (Emergency+Trauma):		**34,854**

Cardiac Catheterization Utilization

Total Cardiac Cath Procedures:	**911**
Diagnostic Catheterizations (0-14)	0
Diagnostic Catheterizations (15+)	522
Interventional Catheterizations (0-14):	0
Interventional Catheterization (15+)	389
EP Catheterizations (15+)	0

Cardiac Surgery Data

Total Cardiac Surgery Cases:	86
Pediatric (0 - 14 Years):	0
Adult (15 Years and Older):	86
Coronary Artery Bypass Grafts (CABGs) performed of total Cardiac Cases :	69

Outpatient Service Data

Total Outpatient Visits	**105,398**
Outpatient Visits at the Hospital/ Campus:	100,121
Outpatient Visits Offsite/off campus	5,277

Diagnostic/Interventional Equipment

	Own	Contract	Examinations Inpatient	Examinations Outpt	Examinations Contract
General Radiography/Fluoroscopy	4	0	14,118	29,196	0
Nuclear Medicine	2	0	507	1,091	0
Mammography	3	0	0	11,277	0
Ultrasound	4	0	1,649	4,574	0
Angiography	1	0			
Diagnostic Angiography			67	10	0
Interventional Angiography			23	2	0
Positron Emission Tomography (PET)	0	1	0	0	111
Computerized Axial Tomography (CAT)	2	0	2,852	16,999	0
Magnetic Resonance Imaging	1	0	849	2,034	0

Radiation Equipment

	Owned	Contract	Therapeutic Treatments
Lithotripsy	0	0	0
Linear Accelerator	1	0	3,350
Image Guided Rad Therapy	0	0	0
Intensity Modulated Rad Thrpy	0	0	59
High Dose Brachytherapy	0	0	0
Proton Beam Therapy	0	0	0
Gamma Knife	0	0	0
Cyber knife	0	0	0

Source: 2010 Annual Hospital Questionnaire, Illinois Department of Public Health, Health Systems Development.

ATTACHMENT 19C

Ownership, Management and General Information

ADMINISTRATOR NAME:	Sister Donna Marie C.R.
ADMINSTRATOR PHONE	773-792-5153
OWNERSHIP:	Resurrection Medical Center
OPERATOR:	Resurrection Medical Center
MANAGEMENT:	Church-Related
CERTIFICATION:	
FACILITY DESIGNATION:	General Hospital
ADDRESS	7435 West Talcott Avenue

CITY: Chicago COUNTY: Suburban Cook (Chicago)

Patients by Race

White	88.1%
Black	1.8%
American Indian	0.0%
Asian	1.7%
Hawaiian/ Pacific	0.2%
Unknown:	8.2%

Patients by Ethnicity

Hispanic or Latino:	1.3%
Not Hispanic or Latino:	90.5%
Unknown:	8.2%

IDPH Number:	1974
HPA	A-01
HSA	6

Facility Utilization Data by Category of Service

Clinical Service	Authorized CON Beds 12/31/2010	Peak Beds Setup and Staffed	Peak Census	Admissions	Inpatient Days	Observation Days	Average Length of Stay	Average Daily Census	CON Occupancy 12/31/2010	Staff Bed Occupancy Rate %
Medical/Surgical	214	214	181	9,832	48,192	4,191	5.3	143.5	67.1	67.1
0-14 Years				*0*	*0*					
15-44 Years				*714*	*2,284*					
45-64 Years				*2,007*	*8,813*					
65-74 Years				*1,748*	*8,798*					
75 Years +				*5,363*	*28,297*					
Pediatric	17	17	8	202	523	7	2.6	1.5	8.5	8.5
Intensive Care	41	34	34	2,799	8,274	1	3.0	22.7	55.3	66.7
Direct Admission				*1,778*	*5,229*					
Transfers				*1,021*	*3,045*					
Obstetric/Gynecology	17	20	20	1,008	2,498	49	2.5	7.0	41.0	34.9
Maternity				*972*	*2,404*					
Clean Gynecology				*36*	*94*					
Neonatal	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Long Term Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Swing Beds				0	0		0.0	0.0		
Acute Mental Illness	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Rehabilitation	65	65	55	1,086	13,477	0	12.4	36.9	56.8	56.8
Long-Term Acute Care	0	0	0	0	0	0	0.0	0.0	0.0	0.0
Dedcated Observation	*0*					*0*				
Facility Utilization	354			13,906	72,964	4,248	5.6	211.5	59.757	

(Includes ICU Direct Admissions Only)

Inpatients and Outpatients Served by Payor Source

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Charity Care	Totals
	61.2%	8.3%	0.0%	27.3%	1.3%	1.7%	
Inpatients	8514	1161	6	3803	181	241	13,906
	38.9%	16.2%	0.1%	41.6%	2.4%	0.8%	
Outpatients	60985	25407	174	65259	3759	1238	156,822

Inpatient and Outpatient Net Revenue by Payor Source

Financial Year Reported: 7/1/2009 *to* 6/30/2010

	Medicare	Medicaid	Other Public	Private Insurance	Private Pay	Totals	Charity Care Expense
Inpatient	63.3%	5.9%	0.0%	28.8%	2.0%	100.0%	
Revenue ($)	105,427,782	9,893,536	0	47,991,474	3,348,512	166,661,304	1,476,034
Outpatient	29.9%	6.0%	0.0%	61.9%	2.2%	100.0%	
Revenue ($)	31,550,161	6,286,638	0	65,317,079	2,334,275	105,488,153	964,254

Total Charity Care Expense 2,440,288

Totals: Charity Care as % of Net Revenue 0.9%

Birthing Data

Number of Total Births:	979
Number of Live Births:	972
Birthing Rooms:	0
Labor Rooms:	0
Delivery Rooms:	0
Labor-Delivery-Recovery Rooms:	0
Labor-Delivery-Recovery-Postpartum Rooms:	17
C-Section Rooms:	2
CSections Performed:	331

Newborn Nursery Utilization

Level 1 Patient Days	1,712
Level 2 Patient Days	1,534
Level 2+ Patient Days	61
Total Nursery Patientdays	3,307

Laboratory Studies

Inpatient Studies	517,133
Outpatient Studies	409,640
Studies Performed Under Contract	91,799

Organ Transplantation

Kidney:	0
Heart:	0
Lung:	0
Heart/Lung:	0
Pancreas:	0
Liver:	0
Total:	0

* Note: According to Baord action approved on 10/26/10, there was a volunatrily reduction of 6 OB beds.

ATTACHMENT 19C

Surgery and Operating Room Utilization

Surgical Specialty	Operating Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Cardiovascular	0	0	2	2	558	112	1848	153	2001	3.3	1.4
Dermatology	0	0	0	0	0	0	0	0	0	0.0	0.0
General	0	0	9	9	1045	1000	1840	1101	2941	1.8	1.1
Gastroenterology	0	0	0	0	13	9	24	16	40	1.8	1.8
Neurology	0	0	0	0	299	47	948	89	1037	3.2	1.9
OB/Gynecology	0	0	0	0	234	525	632	484	1116	2.7	0.9
Oral/Maxillofacial	0	0	0	0	12	10	19	25	44	1.6	2.5
Ophthalmology	0	0	0	0	9	862	16	740	756	1.8	0.9
Orthopedic	0	0	0	0	809	500	1423	651	2074	1.8	1.3
Otolaryngology	0	0	0	0	92	316	173	364	537	1.9	1.2
Plastic Surgery	0	0	0	0	11	39	31	50	81	2.8	1.3
Podiatry	0	0	0	0	17	69	22	118	140	1.3	1.7
Thoracic	0	0	0	0	146	5	364	8	372	2.5	1.6
Urology	0	0	1	1	307	871	519	640	1159	1.7	0.7
Totals	**0**	**0**	**12**	**12**	**3552**	**4365**	**7859**	**4439**	**12298**	**2.2**	**1.0**

SURGICAL RECOVERY STATIONS Stage 1 Recovery Stations 12 Stage 2 Recovery Stations 20

Dedicated and Non-Dedicated Procedure Room Utilization

Procedure Type	Procedure Rooms				Surgical Cases		Surgical Hours			Hours per Case	
	Inpatient	Outpatient	Combined	Total	Inpatient	Outpatient	Inpatient	Outpatient	Total Hours	Inpatient	Outpatient
Gastrointestinal	0	0	5	5	1719	4197	745	1815	2560	0.4	0.4
Laser Eye Procedures	0	1	0	1	0	34	0	21	21	0.0	0.6
Pain Management	0	0	4	4	148	6392	74	3196	3270	0.5	0.5
Cystoscopy	0	0	0	0	0	0	0	0	0	0.0	0.0
Multipurpose Non-Dedicated Rooms											
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0
	0	0	0	0	0	0	0	0	0	0.0	0.0

Cardiac Catheterization Labs

Total Cath Labs (Dedicated+Nondedicated labs):	**4**
Cath Labs used for Angiography procedures	1
Dedicated Diagnostic Catheterization Labs	0
Dedicated Interventional Catheterization Labs	0
Dedicated EP Catheterization Labs	1

Emergency/Trauma Care

Certified Trauma Center		No
Level of Trauma Service	**Level 1**	**Level 2**
	Not Applicable	Not Applicable
Operating Rooms Dedicated for Trauma Care		0
Number of Trauma Visits:		0
Patients Admitted from Trauma		0
Emergency Service Type:		Comprehensive
Number of Emergency Room Stations		21
Persons Treated by Emergency Services:		37,651
Patients Admitted from Emergency:		8,893
Total ED Visits (Emergency+Trauma):		**37,651**

Cardiac Catheterization Utilization

Total Cardiac Cath Procedures:	**2,746**
Diagnostic Catheterizations (0-14)	0
Diagnostic Catheterizations (15+)	1,690
Interventional Catheterizations (0-14):	0
Interventional Catheterization (15+)	605
EP Catheterizations (15+)	451

Cardiac Surgery Data

Total Cardiac Surgery Cases:	**213**
Pediatric (0 - 14 Years):	0
Adult (15 Years and Older):	213
Coronary Artery Bypass Grafts (CABGs) performed of total Cardiac Cases :	188

Outpatient Service Data

Total Outpatient Visits	**156,822**
Outpatient Visits at the Hospital/ Campus:	156,822
Outpatient Visits Offsite/off campus	0

Diagnostic/Interventional Equipment

	Own	Contract	Examinations Inpatient	Examinations Outpt	Examinations Contract
General Radiography/Fluoroscopy	9	0	29,738	29,207	0
Nuclear Medicine	4	0	1,512	2,880	0
Mammography	2	0	19	19,165	0
Ultrasound	10	0	5,591	16,633	0
Angiography	1	0			
Diagnostic Angiography			1,519	582	0
Interventional Angiography			3545	1357	0
Positron Emission Tomography (PET)	1	0	8	788	0
Computerized Axial Tomography (CAT)	3	0	10,660	17,780	0
Magnetic Resonance Imaging	2	0	2,079	5,196	0

Radiation Equipment

	Owned	Contract	Therapies Treatments
Lithotripsy	0	0	0
Linear Accelerator	2	0	5,559
Image Guided Rad Therapy	0	0	5736
Intensity Modulated Rad Thrpy	0	0	0
High Dose Brachytherapy	1	0	79
Proton Beam Therapy	0	0	0
Gamma Knife	0	0	0
Cyber knife	0	0	0

ATTACHMENT 19C

Source: 2010 Annual Hospital Questionnaire, Illinois Department of Public Health, Health Systems Development.

Reference Numbers Facility Id 7003131
Health Service Area 006 Planning Service Area 030

BELMONT/HARLEM SURGERY CENTER, LLC
3101 NORTH HARLEM AVENUE
CHICAGO, IL 60634

Number of Operating Rooms	4
Procedure Rooms	0
Exam Rooms	0
Number of Recovery Stations Stage 1	5
Number of Recovery Stations Stage 2	8

Administrator
FAITH MCHALE

Date Completed
2/28/2011

Registered Agent
NANCY ARMATAS

Property Owner
RESURRECTION SERVICES

Legal Owner

Type of Ownership
Limited Liability Company (RA required)

HOSPITAL TRANSFER RELATIONSHIPS

HOSPITAL NAME	NUMBER OF PATIENTS
RESURRECTION MEDICAL CENTER, CHICAGO	1
OUR LADY OF RESURRECTION, CHICAGO	1
	0
	0
	0

STAFFING PATTERNS

PERSONNEL	FULL-TIME EQUIVALENTS
Administrator	0.00
Physicians	0.00
Nurse Anesthetists	0.00
Dir. of Nurses	1.00
Reg. Nurses	2.00
Certified Aides	2.00
Other Hlth. Profs.	3.00
Other Non-Hlth. Profs	3.00
TOTAL	11.00

DAYS AND HOURS OF OPERATION

Monday	10
Tuesday	10
Wednesday	10
Thursday	10
Friday	10
Saturday	0
Sunday	0

NUMBER OF PATIENTS BY AGE GROUP

AGE	MALE	FEMALE	TOTAL
0-14	16	15	31
15-44	165	129	294
45-64	335	360	695
65-74	207	327	534
75+ Yea	270	523	793
TOTAL	993	1,354	2,347

NUMBER OF PATIENTS BY PRIMARY PAYMENT SOURCE

PAYMENT SOURCE	MALE	FEMALE	TOTAL
Medicaid	16	22	38
Medicare	390	717	1,107
Other Public	0	3	3
Insurance	553	586	1,139
Private Pay	34	26	60
Charity Care	0	0	0
TOTAL	993	1,354	2,347

NET REVENUE BY PAYOR SOURCE FOR FISCAL YEAR

Medicare	Medicaid	Other Public	Private Insurance	Private Pay	TOTALS	Charity Care Expense	Charity Care Expense as % of Total Net Revenue
16.7%	0.5%	0.0%	71.1%	11.6%	100.0%		0%
939,548	30,813	2,258	4,000,299	650,437	5,623,355	0	

OPERATING ROOM UTILIZATION FOR THE REPORTING YEAR

SURGERY AREA	TOTAL SURGERIES	SURGERY TIME (HOURS)	SURGERY PREP and CLEAN-UP TIME (HOURS)	TOTAL SURGERY (HOURS)	AVERAGE CASE TIME (HOURS)
Cardiovascular	0	0.00	0.00	0.00	0.00
Dermatology	0	0.00	0.00	0.00	0.00
Gastroenterology	274	137.00	91.00	228.00	0.83
General	12	9.00	5.00	14.00	1.17
Laser Eye Surgery	0	0.00	0 00	0.00	0.00
Neurology	0	0.00	0.00	0.00	0.00
OB/Gynecology	0	0.00	0 00	0.00	0.00
Opthalmology	1286	643.00	321.50	964.50	0.75
Oral/Maxillofacial	0	0.00	0.00	0.00	0.00
Orthopedic	364	364.00	194.00	558.00	1.53
Otolaryngology	48	28.00	16.00	44.00	0.92
Pain Management	216	108.00	36.00	144.00	0.67
Plastic Surgery	0	0.00	0.00	0.00	0.00
Podiatry	117	117.00	52.75	169.75	1.45
Thoracic	0	0.00	0.00	0.00	0.00
Urology	30	20.00	14.00	34.00	1.13
TOTAL	2347	1,426.00	730.25	2156.25	0.92

PROCEDURE ROOM UTILIZATION FOR THE REPORTING YEAR

SURGERY AREA	PROCEDURE ROOMS	TOTAL SURGERIES	SURGERY TIME (HOURS)	PREP and CLEAN-UP TIME (HOURS)	TOTAL SURGERY (HOURS)	AVERAGE CASE TIME (HOURS)
Cardiac Catheteriza	0	0	0	0	0	0.00
Gastro-Intestinal	0	0	0	0	0	0.00
Laser Eye	0	0	0	0	0	0.00
Pain Management	0	0	0	0	0	0.00
TOTALS	0	0	0	0	0	0.00

PROVENA HEALTH AND AFFILIATES

Consolidated Financial Statements and Supplementary Information

December 31, 2010 and 2009

(With Independent Auditors' Report Thereon)

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PROVENA HEALTH AND AFFILIATES

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KPMG LLP
303 East Wacker Drive
Chicago, IL 60601-5212

Independent Auditors' Report

The Board of Directors
Provena Health:

We have audited the accompanying consolidated balance sheets of Provena Health and Affiliates (Provena Health) as of December 31, 2010 and 2009, and the related consolidated statements of operations, changes in net assets, and cash flows for the years then ended. These consolidated financial statements are the responsibility of Provena Health's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Provena Health's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Provena Health and Affiliates as of December 31, 2010 and 2009, and the results of their consolidated operations, changes in net assets, and cash flows for the years then ended, in conformity with U.S. generally accepted accounting principles.

Our audits were made for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information in schedules 1 through 8 is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position and results of operations of the individual organizations. The schedules have been subjected to the auditing procedures applied in the basic audits of the consolidated financial statements and, in our opinion, are fairly stated in all material respects in relation to the consolidated financial statements taken as a whole.

KPMG LLP

May 9, 2011

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KPMG LLP is a Delaware limited liability partnership, the U.S. member firm of KPMG International Cooperative ("KPMG International"), a Swiss entity.

PROVENA HEALTH AND AFFILIATES

Consolidated Balance Sheets

December 31, 2010 and 2009

(In thousands)

Assets		2010	2009
Current assets:			
Cash and cash equivalents	$	112,999	84,169
Short-term investments		1,636	1,398
Assets limited or restricted as to use, required for current liabilities		22,640	10,650
Receivables:			
Patient and resident accounts receivable, less allowance for uncollectible accounts of approximately $117,595 in 2010 and $117,767 in 2009		169,840	178,348
Estimated receivables under third-party reimbursement programs		4,381	7,955
Inventories		23,838	21,774
Prepaid expenses and other		48,123	31,272
Total current assets		383,457	335,566
Assets limited or restricted as to use, net of current portion		391,136	410,007
Land, buildings, and equipment, net		679,755	687,911
Other		32,665	29,632
Total assets	$	1,487,013	1,463,116
Liabilities and Net Assets			
Current liabilities:			
Current installments of long-term debt	$	10,525	11,690
Current portion of obligations under capital leases		3,869	3,251
Current portion of estimated self-insurance liabilities		12,305	10,801
Accounts payable and accrued expenses		126,404	145,959
Estimated payables under third-party reimbursement programs		84,644	102,939
Medicaid deferred revenue		26,732	—
Derivatives and other		36,788	23,188
Total current liabilities		301,267	297,828
Long-term debt, net of current installments		612,017	619,092
Obligations under capital leases, net of current portion		6,991	4,502
Estimated self-insurance liabilities, net of current portion		86,480	79,066
Pension benefit liability		91,499	72,877
Derivatives and other long-term liabilities		16,149	44,575
Total liabilities		1,114,403	1,117,940
Net assets:			
Unrestricted		362,756	336,245
Temporarily restricted		8,200	7,383
Permanently restricted		1,654	1,548
Total net assets		372,610	345,176
Total liabilities and net assets	$	1,487,013	1,463,116

See accompanying notes to consolidated financial statements.

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PROVENA HEALTH AND AFFILIATES

Consolidated Statements of Operations

Years ended December 31, 2010 and 2009

(In thousands)

	2010	2009
Revenue:		
Net patient and resident service revenue	$ 1,221,429	1,267,993
Other revenues	19,780	23,508
Net assets released from restriction used for operations	1,164	1,069
Total revenue	1,242,373	1,292,570
Expenses:		
Salaries and benefits	581,726	584,665
Supplies and drugs	170,125	171,267
Purchased services	157,123	161,870
Interest	35,608	31,503
Depreciation and amortization	70,359	70,721
Provider tax assessment	34,355	34,355
Provision for uncollectible accounts	110,521	131,614
Restructuring charges	1,033	31,856
Other	72,982	80,927
Total expenses	1,233,832	1,298,778
Income (loss) from operations before impairments	8,541	(6,208)
Impairments	1,652	1,357
Income (loss) from operations	6,889	(7,565)
Nonoperating gains (losses):		
Investment income – realized	12,570	2,839
Investment income – unrealized	19,353	30,348
Derivatives valuation adjustment	(6,792)	20,784
Other, net	8,448	(5,084)
Net nonoperating gains	33,579	48,887
Revenue and gains in excess of expenses and losses	40,468	41,322
Other changes in unrestricted net assets:		
Expense reclassification for dedesignated hedges	95	258
Change in funded status of pension plan	(15,172)	11,457
Net assets released from restriction used for the purchase of land, buildings, and equipment	1,129	3,847
Other, net	(9)	287
Change in unrestricted net assets	$ 26,511	57,171

See accompanying notes to consolidated financial statements.

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PROVENA HEALTH AND AFFILIATES

Consolidated Statements of Changes in Net Assets

Years ended December 31, 2010 and 2009

(In thousands)

	2010	2009
Unrestricted net assets:		
Revenue and gains in excess of expenses and losses	$ 40,468	41,322
Other changes in unrestricted net assets:		
Expense reclassification for dedesignated hedges	95	258
Change in funded status of pension plan	(15,172)	11,457
Net assets released from restriction used for the purchase of land, buildings, and equipment	1,129	3,847
Other, net	(9)	287
Change in unrestricted net assets	26,511	57,171
Temporarily restricted net assets:		
Restricted contributions	3,010	2,976
Change in net unrealized gains	41	80
Temporarily restricted investment income	59	84
Net assets released from restrictions used for the purchase of land, buildings, and equipment	(1,129)	(3,847)
Net assets released from restriction used for operations	(1,164)	(1,069)
Change in temporarily restricted net assets	817	(1,776)
Permanently restricted net assets:		
Restricted contributions	96	519
Net realized and unrealized gains (losses) on investments	10	(7)
Change in permanently restricted net assets	106	512
Change in net assets	27,434	55,907
Net assets at beginning of year	345,176	289,269
Net assets at end of year	$ 372,610	345,176

See accompanying notes to consolidated financial statements.

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PROVENA HEALTH AND AFFILIATES

Consolidated Statements of Cash Flows

Years ended December 31, 2010 and 2009

(In thousands)

	2010	2009
Cash flows from operating activities:		
Change in net assets	$ 27,434	55,907
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	70,359	70,721
Provision for uncollectible accounts	110,521	131,614
Net loss on disposal of capital assets	246	62
Change in fair value of derivative instruments	6,792	(20,784)
Change in funded status of pension plan	15,172	(11,457)
Gains from equity interest of unconsolidated affiliates	(304)	(1,063)
Cash distributions received from unconsolidated affiliates	1,195	1,097
Net gain on redemption of long-term debt	(10,030)	—
Impairments	1,652	1,357
Change in net unrealized gains and losses on investment securities	(19,394)	(30,428)
Permanently restricted contributions	(96)	(519)
Changes in assets and liabilities:		
Patient and resident accounts receivable	(102,013)	(117,432)
Estimated settlements under third-party reimbursement programs, net	(14,721)	14,476
Inventories	(2,064)	(1,106)
Prepaid expenses and other assets	(16,851)	467
Accounts payable and accrued expenses	(19,555)	23,788
Estimated self-insurance liabilities	8,918	846
Medicaid deferred revenue	26,732	—
Other current liabilities	17,461	4,792
Other long-term liabilities	(29,279)	9,045
Net cash provided by operating activities	72,175	131,383
Cash flows from investing activities:		
Acquisition of land, buildings, and equipment, net	(62,704)	(49,239)
Net proceeds from sale of capital assets	694	3
Purchases of investment securities	(99,608)	(102,993)
Sales or maturities of investment securities	125,645	34,798
Change in other long-term assets	(3,242)	3,353
Net cash used in investing activities	(39,215)	(114,078)
Cash flows from financing activities:		
Repayment of obligations under capital leases	(3,252)	(3,085)
Repayment of long-term debt	(196,400)	(302,015)
Issuance of long-term debt	198,000	310,588
Payment of bond issue costs	(2,574)	(5,760)
Permanently restricted contributions	96	519
Net cash provided by (used in) financing activities	(4,130)	247
Net change in cash and cash equivalents	28,830	17,552
Cash and cash equivalents at beginning of year	84,169	66,617
Cash and cash equivalents at end of year	$ 112,999	84,169
Supplemental disclosure of cash flow information:		
Cash paid for interest, net of amounts capitalized	$ 31,896	29,826
Supplemental disclosure of noncash transactions:		
Assets acquired under capital leases	$ 6,359	4,536

See accompanying notes to consolidated financial statements.

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(1) Operations and Basis of Consolidation

Effective November 30, 1997, The Franciscan Sisters of the Sacred Heart (Franciscans), The Servants of the Holy Heart of Mary – Holy Family Province (ServantCor), and The Sisters of Mercy of the Americas Regional Community of Chicago (Mercy) (collectively, the Sponsors) created a new equally sponsored Catholic healthcare system called Provena Health in order to assure the provision of ongoing quality healthcare services to the communities served by the Sponsors.

Provena Health is the sole corporate sponsor of Provena Hospitals, Provena Senior Services, Provena Home Health, Provena Care @ Home, and Provena Health Assurance SPC, and owns 100% of Provena Ventures, Inc. (Ventures) (collectively referred to herein as Provena). These organizations include all of the healthcare operations of the Sponsors. Provena provides healthcare and long-term care services to communities primarily located in northern and central Illinois.

Provena Hospitals is a not-for-profit organization, which owns and operates six acute care hospitals and medical centers and more than thirty health centers. Provena Hospitals' wholly owned subsidiary, Provena Services Corporation (PSC), is an Illinois for-profit, taxable corporation formed to manage Provena Hospitals' physician practices.

Provena Senior Services is a not-for-profit organization, which owns and operates eleven nursing homes, four independent living facilities, four assisted living facilities, two adult daycare centers, two community service facilities, one child care center, and one outpatient pharmacy in northern and central Illinois and Indiana.

Provena Home Health and Provena Care @ Home are not-for-profit organizations that own and operate five home health agencies and two hospice agencies in northern and central Illinois.

In May 2010, Provena Senior Services, Provena Home Health, and Provena Care @ Home, were aligned under a new ministry operating under the name of Provena Life Connections, which is controlled by Provena Health.

Ventures is a for-profit corporation, which operates various for-profit enterprises, consisting primarily of Provena Properties as of December 31, 2010 and 2009, which owns four parcels of land for future use of Provena Health.

Provena Health Assurance SPC was incorporated in the Cayman Islands on May 29, 2003, and operates subject to the provisions of the Companies Law (2002 Revision) of the Cayman Islands. Provena Health Assurance SPC is a wholly owned subsidiary of the Parent. The principal business of Provena Health Assurance SPC is to procure excess commercial insurance coverage on behalf of Provena through reinsurance with AM Best highly rated reinsurers.

All significant intercompany balances and transactions have been eliminated in the accompanying consolidated financial statements.

(2) Summary of Significant Accounting Policies

A summary of significant accounting policies follows:

- In June 2009, the Financial Accounting Standards Board (FASB) issued an accounting standard that established the Accounting Standards Codification (ASC or the Codification) to become the single source of authoritative accounting principles. The standard also provides the framework for selecting the principles used in the preparation of financial statements of nongovernmental entities that are represented in conformity with generally accepted accounting principles in the United States. All guidance contained in the Codification carries an equal level of authority. The Codification is not intended to change generally accepted accounting principles, but is expected to simplify accounting research by reorganizing current generally accepted accounting principles into specific accounting topics. Provena adopted this accounting standard in the fourth quarter of 2009. The adoption of this accounting standard, which was subsequently codified in ASC Topic 105, *Generally Accepted Accounting Principles*, had no impact on Provena's financial position, results of operations, or liquidity.
- The preparation of consolidated financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.
- For purposes of display, transactions deemed by management to be ongoing, major, or central to the provision of health and long-term care services are reported as revenue and expenses. Peripheral or incidental transactions are reported as nonoperating gains and losses.
- The consolidated statements of operations include revenue and gains in excess of expenses and losses. Changes in unrestricted net assets, which are excluded from revenue and gains in excess of expenses and losses, consistent with industry practice, include changes in the funded status of Provena's defined benefit pension plan, reclassifications to interest expense for the previously effective portion of dedesignated hedges, and contributions of and for long-lived assets (including assets acquired using contributions, which by donor restriction were to be used for the purposes of acquiring such assets).
- Cash and cash equivalents consist primarily of demand deposits with banks, cash on hand, overnight secured repurchase agreements, and securities with an original term of 90 days or less when purchased, excluding amounts limited or restricted as to use. Short-term investments consist of securities with an original term of one year or less, excluding cash and cash equivalents and amounts limited or restricted as to use.
- Provena adopted the provisions of ASC Topic 820, *Fair Value Measurements and Disclosures*, for fair value measurements of financial assets and liabilities and for fair value measurements of nonfinancial items that are recognized or disclosed at fair value in the consolidated financial statements on a recurring basis. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the

measurement date. ASC Topic 820 establishes a framework for measuring fair value and expands disclosures about fair value measurements (note 7).

In conjunction with the adoption of ASC Topic 820, Provena adopted the measurement provisions of Accounting Standards Update (ASU) 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent)*, to certain investments in private funds that do not have readily determinable fair values. This guidance amends ASC Topic 820 and allows for the estimation of the fair value of investments in investment companies for which the investment does not have a readily determinable fair value using net asset value per share or its equivalent.

In January 2010, the FASB issued ASU 2010-06, *Improving Disclosures about Fair Value Measurements* (ASU 2010-06). ASU 2010-06 amends ASC Subtopic 820-10, *Fair Value Measurements and Disclosures*, to provide additional disclosure requirements for transfers into and out of Levels 1 and 2 and for activity in Level 3 and to clarify other existing disclosure requirements. Provena implemented ASU 2010-06 for the year ended December 31, 2010.

- Provena has adopted the provisions of ASC Subtopic 825-10, *Financial Instruments – Overall*, which gives Provena the irrevocable option to report most financial assets and liabilities at fair value on an instrument-by-instrument basis, with changes in fair value reported in earnings. Provena management has not elected to measure any additional eligible financial assets or financial liabilities at fair value subsequent to the adoption of ASC Subtopic 825-10.

- Investment income or loss (including realized gains and losses on investments, changes in unrealized gains and losses on trading securities, interest, and dividends) is included in unrestricted revenue and gains in excess of expenses and losses in the accompanying consolidated statements of operations unless the income or loss is restricted by donor or law.

- Provena accounts for derivatives and hedging activities in accordance with ASC Topic 815, *Derivatives and Hedging*, which requires that all derivative instruments be recorded on the consolidated balance sheets at their respective fair values.

  Effective January 1, 2008, Provena discontinued hedge accounting prospectively for its outstanding interest rate swap agreements as management determined that designation of the derivatives as hedging instruments was no longer appropriate given overall credit market and interest rate conditions. Provena continues to carry its derivatives at fair value and recognizes changes in their fair values subsequent to January 1, 2008 as nonoperating gains or losses in the consolidated statements of operations. Cumulative amounts charged to unrestricted net assets for the effective portion of hedges in the amount of $4,644 as of January 1, 2008 are being reclassified from unrestricted net assets to interest expense on a straight-line basis over the terms of the underlying debt or through the dates the corresponding interest rate swaps were terminated, at which time the remaining balances are reclassified.

- Supplies inventories are stated at the lower of cost or market. Cost is determined on the basis of the most recent purchase price, which approximates the first-in, first-out method and the average cost method.

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- Land, buildings, and equipment are stated at cost if purchased or at fair value at the date of donation. Depreciation is provided over the estimated useful life of each class of depreciable asset and is primarily computed using the straight-line method. Leasehold improvements are amortized over the shorter of the terms of the leases or the estimated useful lives of the improvements. Equipment under capital leases is recorded at the present value of minimum lease payments. Amortization of equipment under capital leases is over the shorter of the lease term or useful life of the equipment. Interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component cost of acquiring those assets. Provena capitalized interest cost of $1,582 in 2009. No interest cost was capitalized in 2010.

- Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted contributions, and are excluded from revenue and gains in excess of expenses and losses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted contributions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expiration of donor restrictions is reported when the donated or acquired long-lived assets are placed in service.

- Assets limited or restricted as to use include assets set aside by the Board of Directors for future capital improvements, over which the Board of Directors retains control and may at its discretion subsequently use for other purposes; assets held by trustees under indenture agreements and resident agreements; assets set aside for self-insured liabilities; assets held under collateral posting requirements; and donor-restricted investments. Assets limited or restricted as to use are classified as current assets to the extent they are required to satisfy obligations classified as current liabilities in the accompanying consolidated balance sheets.

- Included in other assets at December 31, 2010 and 2009 is goodwill of $855 and $833, respectively. Goodwill, which represents the excess of purchase price over identified net assets acquired, principally relates to the acquisition of a surgery center. Effective January 1, 2010, Provena implemented ASC 958-805, *Not-For-Profit Entities: Business Combinations*, which discontinues the amortization of goodwill. Under ASC 958-805, goodwill is to be reviewed for impairment at least annually. The goodwill impairment test is a two-step test. Under the first step, the fair value of the reporting unit is compared with its carrying value (including goodwill). If the fair value of the reporting unit is less than its carrying value, an indication of goodwill impairment exists for the reporting unit and the entity must perform step two of the impairment test (measurement). Under step two, an impairment loss is recognized for any excess of the carrying amount of the reporting unit's goodwill over the implied fair value of the reporting unit's goodwill over the implied fair value of that goodwill. The implied fair value of goodwill is determined by allocating the fair value of the reporting unit in a manner similar to a purchase price allocation and the residual fair value after this allocation is the implied fair value of the reporting unit goodwill. Fair value of the reporting unit is determined using a discounted cash flow analysis. If the fair value of the reporting unit exceeds its carrying value, step two does not need to be performed.

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Provena performed its annual goodwill impairment test as of December 31, 2010 and impaired $833 of previously recognized goodwill, which is reported within impairments in the accompanying 2010 consolidated statement of operations.

- Deferred finance charges and bond discount are amortized on a straight-line basis over the terms of the respective debt.
- Temporarily restricted net assets are those whose use by Provena has been limited by donors to a specific time period or purpose. Provena's temporarily restricted net assets are restricted for various programs related to the provision of health and pastoral care and the acquisition of land, buildings, and equipment.
- Provena's permanently restricted net assets represent endowment funds for which the investments are to be held in perpetuity and the related investment income is expendable to support healthcare or other donor-designated services. During 2009, Provena adopted the provisions of ASC Topic 958, which provides guidance on the net asset classification of donor-restricted endowment funds for a not-for-profit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act of 2006 (UPMIFA). ASC Topic 958 also enhances disclosures related to both donor-restricted and board-designated endowment funds.
- Unconditional promises to give cash or other assets are reported at fair value at the date the promise is received. Gifts are reported as either a temporarily or permanently restricted contribution if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are recorded as unrestricted contributions. Unrestricted contributions are included in other revenues in the accompanying consolidated statements of operations.
- Provena provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because Provena does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.
- Net patient and resident service revenue is reported at the estimated net realizable amounts from patients, residents, third-party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.
- The provisions for estimated self-insured medical malpractice claims, workers' compensation claims, and employee health claims include estimates of the ultimate costs for both reported claims and claims incurred but not reported.
- During 2010 and 2009, Provena, with the assistance of outside consultants, completed restructuring efforts throughout the organization, which involved the elimination of various employee positions and the refocusing of strategic direction. As a result, charges of $1,033 and $31,856, comprised

primarily of consulting fees and severance compensation, are reported as restructuring charges in the accompanying 2010 and 2009 consolidated statements of operations, respectively.

- Provena Health, Provena Hospitals, Provena Home Health, Provena Care @ Home, and Provena Senior Services are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code (Code), and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code.

- Ventures is a for-profit corporation that recognizes deferred income taxes under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

  Ventures tax effects of temporary differences that give rise to significant portions of the deferred tax assets at December 31, 2010 and 2009 are primarily the result of net operating loss carryforwards (approximately $6,439 and $6,221 at December 31, 2010 and 2009, respectively, which expire at various future dates through 2030).

  PSC is an Illinois for-profit taxable corporation that also recognizes deferred income taxes under the asset and liability method. PSC tax effects of temporary differences that give rise to significant portions of the deferred tax assets at December 31, 2010 and 2009 are primarily the result of net operating loss carryforwards (approximately $99,647 and $85,774 at December 31, 2010 and 2009, respectively, which expire at various future dates through 2030).

  In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers projected future taxable income and tax planning strategies in making this assessment. Based upon the level of historical taxable losses and projections for future taxable losses over the periods for which the deferred tax assets are deductible, management believes it is more likely than not that Ventures and PSC will not realize the majority of the benefits of these deductible differences. The deferred tax assets attributable to the net operating loss carryforwards not realized as of December 31, 2010 and 2009 have been fully reserved in the accompanying consolidated financial statements due to the uncertainty of realization.

- On January 1, 2008, Provena adopted ASC Subtopic 740-10, *Income Taxes – Overall*, which addresses the determination of how tax benefits claimed or expected to be claimed on a tax return should be recorded in the consolidated financial statements. Under ASC Subtopic 740-10, Provena may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the consolidated financial statements from such a

position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. ASC Subtopic 740-10 also provides guidance on derecognition, classification, interest and penalties on income taxes, and accounting in interim periods and requires increased disclosures. At the date of adoption, and as of December 31, 2010, Provena does not have any liabilities for any unrecognized tax benefits.

- Provena evaluates long-lived assets for impairment on an annual basis. Long-lived assets are considered to be impaired whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable from future cash flows. Recoverability of long-lived assets to be held and used is measured by a comparison of the carrying amount of an asset to future cash flows expected to be generated by the asset. When such assets are considered to be impaired, the impairment loss recognized is measured by the amount by which the carrying value of the asset exceeds the fair value of the asset. During 2010 and 2009, Provena impaired $819 and $1,357, respectively, of long-lived assets, which are reported within impairments in the accompanying consolidated statements of operations.
- Certain 2009 amounts have been reclassified to conform to the 2010 consolidated financial statement presentation.

(3) Net Patient Service Revenue

Provena has agreements with third-party payors that provide for reimbursement to Provena at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, capitation, and per diem payments. A summary of the basis of reimbursement with major third-party payors is as follows:

Medicare – Inpatient acute care services, outpatient services, physician services, home health, and long-term care services rendered to Medicare program beneficiaries are paid at prospectively determined rates per case. These rates vary according to patient and resident classification systems that are based on clinical, diagnostic, and other factors. The prospectively determined rates are not subject to adjustment. Provena's payment classification of patients and residents under the prospective payment systems, and the appropriateness of the services, are subject to validation reviews. Certain services related to Medicare beneficiaries are reimbursed based upon cost-reimbursement methodologies. Provena is reimbursed for cost-reimbursable items at tentative rates with final settlement determined after submission of annual reimbursement reports by Provena and audits thereof by the Medicare fiscal intermediary. As of December 31, 2010, annual Medicare reimbursement reports have been final settled through 2006.

Medicaid – Inpatient and outpatient services rendered to Medicaid program beneficiaries are reimbursed under prospectively determined rates per discharge and fee schedules, respectively. Provena Hospitals also receive incremental Medicaid reimbursement for specific programs and services at the discretion of the State of Illinois Medicaid Program. Medicaid reimbursement may be subject to periodic adjustment, as well as to changes in existing payment methodologies and rates, based on the amount of funding available to the State of Illinois Medicaid Program.

In 2008, the State of Illinois (the State) enacted an assessment program to assist in the financing of its Medicaid program through June 30, 2013. Pursuant to this program, hospitals within the State are required

to remit payment to the State Medicaid program under an assessment formula approved by the Centers for Medicare and Medicaid Services (CMS). Provena has included its related annual assessment of $34,355 as provider tax assessment expense in the accompanying 2010 and 2009 consolidated statements of operations. In 2010, the State accelerated the program's payment schedule, which required assessment payments for the State's fiscal year ending June 30, 2011 to be paid by October 2010. Provena has included prepaid assessments of $17,178 for the period from January 1, 2011 through June 30, 2011 within prepaid expenses and other in the accompanying 2010 consolidated balance sheet. Provena had no prepaid or unpaid assessments as of December 31, 2009.

The assessment program also provides hospitals within the State with additional Medicaid reimbursement based on funding formulas approved by CMS. Provena has included its additional related reimbursement of $56,729 and $53,464 within net patient service revenue in the accompanying 2010 and 2009 consolidated statements of operations, respectively, of which $3,265 related to a one-time incremental Medicaid stimulus payment to Provena for the year ended December 31, 2010. The State advanced Provena $26,732 as of December 31, 2010 related to additional Medicaid reimbursement covering the period January 1, 2011 to June 30, 2011. Provena has deferred this additional Medicaid reimbursement and reported such amounts as Medicaid deferred revenue in the accompanying 2010 consolidated balance sheet. Provena had no deferred revenue relating to the Medicaid assessment program as of December 31, 2009.

Blue Cross – Provena also participates as a provider of healthcare services under reimbursement agreements with Blue Cross. The provisions of the indemnity plan agreements stipulate that services will be reimbursed at a tentative reimbursement rate and that final reimbursement for these services is determined after the submission of annual cost reports and reviews by Blue Cross. As of December 31, 2010, the Blue Cross cost settlements for 2010 are subject to audit and retroactive adjustment.

Managed Care – Provena also participates as a provider of healthcare services under various agreements with health maintenance organizations (HMOs) and preferred provider organizations (PPOs). The terms of each contract vary, but typically include a negotiated discount offered by Provena for services provided to contracted HMO and PPO patients.

For the years ended December 31, 2010 and 2009, the consolidated statements of operations include $(1,201) and $2,539, respectively, of net (unfavorably) favorably determined retroactive settlements and changes in prior estimates for third-party settlements and allowances.

A summary of gross and net patient and resident service revenue for the years ended December 31, 2010 and 2009 is as follows:

		2010	2009
Gross patient and resident service revenue	$	4,590,514	4,512,631
Plus Medicaid provider tax revenue		56,729	53,464
Less provisions for:			
Contractual adjustments under third-party reimbursement programs, including managed care and other		(3,425,814)	(3,298,102)
Net patient and resident service revenue	$	1,221,429	1,267,993

(4) Concentrations of Credit Risk

Provena grants credit without collateral to its patients and residents, most of whom are local residents in Provena's markets. The mix of gross receivables from patients, residents, and third-party payors at December 31, 2010 and 2009 is as follows:

	2010	2009
Medicare	23%	23%
Medicaid	20	21
Managed care/contract payors	33	30
Other	24	26
	100%	100%

A summary of Provena's utilization percentages, based upon gross patient and resident service revenue, is as follows:

	2010	2009
Medicare	45%	44%
Medicaid	15	14
Managed care/contract payors	29	31
Other	11	11
	100%	100%

(5) Charity Care

Consistent with its mission, Provena provides medical care to all patients regardless of their ability to pay. In addition, Provena provides services intended to benefit the poor and underserved, including those

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persons who cannot afford health insurance because of inadequate resources and/or are uninsured or underinsured, and to enhance the health status of the communities in which it operates.

The following summary has been prepared in accordance with the Catholic Health Association of the United States' (CHA) policy documents *Community Benefit Program: A Revised Resource for Social Accountability and Community Benefit Reporting: Guidelines and Standard Definitions for the Community Benefit Inventory for Social Accountability*, released in November 2004, and *A Guide for Planning and Reporting Community Benefit*, released in May 2006. Provena has expanded its reporting by including more detailed classifications of program spending, consistent with the reporting guidelines.

The following amounts reflect the quantifiable costs of Provena's community benefit ministry, unpaid Medicare costs, uninsured discount, and provision for bad debts for the years ended December 31:

		2010	2009
Ministry for the poor and the underserved:			
Unpaid cost of Medicaid and other public programs	$	71,859	61,511
Less net impact of Medicaid provider tax assessment program, including 2010 stimulus payment (note 3)		(22,374)	(19,109)
Net unpaid cost of Medicaid and other public programs		49,485	42,402
Charity care at cost		35,046	28,893
Community and subsidized health services		4,396	4,659
Health professions education		4,912	3,931
Financial/in-kind contributions		834	632
Other community benefits		1,949	269
Community benefit ministry	$	96,622	80,786
Unpaid cost of Medicare	$	65,107	52,244
Uninsured discount at cost		4,608	5,291
Provision for bad debt at cost		24,808	29,425

Ministry for the poor and the underserved represents the financial commitment to seek out and serve those who need help the most, especially the poor, the uninsured, and the indigent. This is done with the conviction that healthcare is a basic human right.

Unpaid cost of Medicaid and other public programs represents the cost (determined using a cost-to-charge ratio) of providing services to beneficiaries of public programs, including state Medicaid and indigent care programs, in excess of governmental and managed care contract payments.

Charity care at cost represents the cost of services provided to patients who cannot afford healthcare services due to inadequate resources and/or are uninsured or underinsured. A patient is classified as a charity patient in accordance with the Provena's established policies and where no payment (or a discounted one) for such services is anticipated. Services provided to these patients are not reported as

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(Continued)

revenue in the consolidated statements of operations and changes in net assets. The cost of charity care is calculated using a cost-to-charge ratio methodology.

Community and subsidized health services represent services, in response to community need, that are subsidized from other revenue sources.

Health professions education represents costs incurred for facility-based educational programs, reduced by direct medical education funding, fees, and other revenues.

Financial/in-kind contributions represent cash and in-kind donations such as the value of meeting space, equipment, and personnel to assist other healthcare providers, social service agencies, and organizations.

Unpaid cost of Medicare represents the cost (determined using a cost-to-charge ratio) of providing services to primarily elderly beneficiaries of the Medicare program, in excess of governmental and managed care contract payments.

Uninsured discount at cost represents the cost (determined using a cost-to-charge ratio) of providing a discount to uninsured patients.

Provision for bad debt at cost represents the cost (determined using a cost-to-charge ratio) of providing services to uninsured and underinsured patients.

(6) Assets Limited or Restricted as to Use and Short-Term Investments

A summary of the composition of assets limited or restricted as to use and short-term investments at December 31, 2010 and 2009 is as follows:

	2010	2009
Cash and cash equivalents	$ 46,850	59,477
Corporate debt securities	80,030	76,942
U.S. government and agency obligations	114,497	133,195
Foreign government obligations	518	242
Equity securities	64,660	52,919
Equity funds	106,627	96,864
Pledges receivable	2,030	2,216
Land	200	200
	$ 415,412	422,055

Investments are classified in the accompanying consolidated balance sheets as follows:

		2010	2009
Short-term investments	$	1,636	1,398
Assets limited or restricted as to use, required for current liabilities		22,640	10,650
Assets limited or restricted as to use, net of current portion		391,136	410,007
	$	415,412	422,055

The composition of the noncurrent portion of assets limited or restricted as to use is as follows:

		2010	2009
Investments in centralized investment programs	$	299,123	293,461
Other Board-designated investments		4,450	5,253
Total unrestricted investments		303,573	298,714
Self-insurance trust		58,145	59,285
Debt service reserve funds held by Bond Trustee		19,459	19,465
Collateral held by derivative counterparties		—	23,507
Restricted by donors		9,854	8,931
Other		105	105
	$	391,136	410,007

The composition of investment return for 2010 and 2009 is as follows:

		2010	2009
Interest and dividend income, net of interest expense allocation	$	12,459	8,642
Change in net unrealized gains and losses on securities		19,394	30,428
Net realized gains (losses) on sale of investments		180	(5,726)
Total investment return	$	32,033	33,344

Interest and dividend income reflected above has been reduced by $4,192 and $5,478 of interest expense incurred on long-term debt in 2010 and 2009, respectively. As part of Provena's overall capital management program, a portion of interest expense incurred on outstanding long-term debt is apportioned against income earned on investment securities and is reported as a direct reduction of investment returns in the accompanying consolidated statements of operations.

Investment returns are included in the accompanying consolidated statements of operations and changes in net assets for the years ended December 31, 2010 and 2009 as follows:

		2010	2009
Nonoperating gains:			
Investment income – realized	$	12,570	2,839
Investment income – unrealized		19,353	30,348
Temporarily restricted net assets:			
Investment income		59	84
Change in net unrealized gains		41	80
Permanently restricted net assets:			
Net realized and unrealized gains (losses) on investments		10	(7)
Total investment return	$	32,033	33,344

(7) Fair Value Measurements

(a) Fair Value of Financial Instruments

The following methods and assumptions were used by Provena in estimating the fair value of its financial instruments:

- *The carrying amount reported in the consolidated balance sheets for the following approximates fair value because of the short maturities of these instruments*: cash and cash equivalents, patient and resident accounts receivable, accounts payable and accrued expenses, and estimated payables and receivables under third-party reimbursement programs.
- *Assets limited or restricted as to use and short-term investments*: Common stocks, quoted mutual funds, and direct U.S. government obligations, are measured using quoted market prices at the reporting date multiplied by the quantity held. Private funds that do not have readily determinable fair values are measured using net asset value per share at the reporting date multiplied by the number of shares held. Corporate bonds, notes, indirect U.S. government obligations, U.S. agency obligations, and foreign government obligations are measured using other observable inputs. The carrying value equals fair value.
- *Interest rate swap agreements*: The fair value of interest rate swaps is determined using pricing models developed based on the LIBOR swap rate and other observable market data. The value was determined after considering the potential impact of collateralization and netting agreements, adjusted to reflect nonperformance risk of both the counterparty and Provena. The carrying value equals fair value.
- *Long-term debt*: The fair value of fixed rate long-term debt is estimated based on quoted market prices for the same or similar issues or on the current rates offered to Provena for debt of the same remaining maturities. For variable rate debt, carrying amounts approximate fair value.

- *Capital leases*: The fair value of capital leases is estimated based on debt of the same remaining maturities using Provena's incremental borrowing rate at the measurement date.

The following table presents the carrying amounts and estimated fair values of Provena's financial instruments not carried at fair value at December 31, 2010 and 2009:

	2010		2009	
	Carrying amount	Fair value	Carrying amount	Fair value
Long-term debt	$ 622,542	641,857	630,782	635,786
Capital leases	10,860	9,962	7,753	7,051

(b) Fair Value Hierarchy

Provena adopted ASC Topic 820 for fair value measurements of financial assets and liabilities and for fair value measurements of nonfinancial items that are recognized or disclosed at fair value in the financial statements on a recurring basis. ASC Topic 820 establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that Provena has the ability to access at the measurement date.
- Level 2 are observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 inputs are unobservable inputs for the asset or liability.

The level in the fair value hierarchy within which a fair value measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

The following table presents assets and liabilities that are measured at fair value on a recurring basis at December 31, 2010:

		Total fair value	Fair value measurements at December 31, 2010 using Level 1	Level 2	Level 3
Assets:					
Cash and cash equivalents	$	112,999	112,999	—	—
Assets limited as to use and short-term investments, excluding pledges receivable and land totaling $2,230:					
Cash and cash equivalents		46,850	46,850	—	—
Corporate debt securities		80,030	—	80,030	—
U.S. government and agency obligations		114,497	44,338	70,159	—
Foreign government obligations		518	—	518	—
Equity securities		64,660	64,660	—	—
Equity funds		106,627	106,627	—	—
Total	$	526,181	375,474	150,707	—
Liabilities:					
Current liabilities:					
Derivatives and other:					
Interest rate derivatives	$	17,345	—	17,345	—

Provena's accounting policy is to recognize transfers between levels of the fair value hierarchy in the year of the event or change in circumstances that caused the transfer. There were no significant transfers into or out of Level 1, Level 2, or Level 3 for the year ended December 31, 2010.

The following table presents assets and liabilities that are measured at fair value on a recurring basis at December 31, 2009:

	Total fair value	Fair value measurements at December 31, 2009 using Level 1	Level 2	Level 3
Assets:				
Cash and cash equivalents	$ 84,169	84,169	—	—
Assets limited as to use and short-term investments, excluding pledges receivable and land totaling $2,416:				
Cash and cash equivalents	59,477	59,477	—	—
Corporate debt securities	76,942	—	76,942	—
U.S. government and agency obligations	133,195	44,240	88,955	—
Foreign government obligations	242	—	242	—
Equity securities	52,919	52,919	—	—
Equity funds	96,864	96,864	—	—
Total	$ 503,808	337,669	166,139	—
Liabilities:				
Derivatives and other long-term liabilities:				
Interest rate derivatives	$ 29,214	—	29,214	—

(8) Land, Buildings, and Equipment

A summary of land, buildings, and equipment at December 31, 2010 and 2009 is as follows:

	2010	2009
Land	$ 32,941	33,344
Land improvements	23,238	22,704
Buildings and leasehold improvements	861,262	849,627
Equipment and furnishings	640,091	617,838
	1,557,532	1,523,513
Less accumulated depreciation and amortization for capital leases	898,580	842,657
	658,952	680,856
Construction in progress	20,803	7,055
Land, buildings, and equipment, net	$ 679,755	687,911

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At December 31, 2010, construction in progress related primarily to construction projects at Provena Mercy Medical Center and Provena Covenant Medical Center, as well as various information systems projects throughout the organization. Provena has outstanding contractual commitments of $34,981 as of December 31, 2010 relating to these projects.

(9) Capital Leases

Provena leases certain equipment under capital leases. Included with equipment and furnishings is $18,292 and $16,172 of assets held under capital leases and $7,177 and $8,435 of related accumulated amortization at December 31, 2010 and 2009, respectively. Capital leases are secured by the underlying equipment. A summary of future minimum lease payments and the present value of future minimum lease payments related to capital leases as of December 31, 2010 are as follows:

Year:		
2011	$	4,274
2012		2,940
2013		2,033
2014		1,120
2015		793
Total future minimum lease payments		11,160
Less amount representing interest at rates from 1.70% to 10.25%		300
Present value of future minimum lease payments		10,860
Less current portion of obligations under capital leases		3,869
Obligations under capital leases, excluding current portion	$	6,991

(10) Investments in Joint Ventures and Affiliated Organizations

Provena has ownership interests in various entities, which are accounted for using the equity method of accounting. The carrying value of all investments in affiliated companies amounted to approximately $5,650 and $6,291 at December 31, 2010 and 2009, respectively, and is included as a component of other noncurrent assets in the accompanying consolidated balance sheets. For the years ended December 31, 2010 and 2009, Provena recognized equity income of $304 and $1,063 on investments in affiliated companies, respectively. This income is included as a component of other revenues in the accompanying consolidated statements of operations.

Effective September 1, 2005, Alverno Provena Hospital Laboratories, Inc. (APHL, Inc.) was established as an Indiana nonprofit corporation through a joint venture among Provena, the Sisters of St. Francis Health Services, Inc., and certain affiliates. On January 31, 2008, Resurrection Health Care joined APHL, Inc. as an equal participant. The corporation is operated as a cooperative hospital service organization, providing laboratory services for the benefit of its participants and patron hospitals. APHL, Inc. Provena had a 33.3% interest in APHL, Inc. at both December 31, 2010 and 2009, and an equity investment of $50 and $250 at

December 31, 2010 and 2009, respectively. Provena recognized no equity income or loss on APHL, Inc. in 2010 or 2009. APHL, Inc. made a return of capital of $200 to Provena in 2010.

Also effective September 1, 2005, Alverno Clinical Laboratories, LLC (ACL, LLC) was established through a joint venture between Provena and the Sisters of St. Francis Health Services, Inc. During 2007, Resurrection Health Care also became a joint venture member of ACL, LLC. This venture was established, among other things, to expand the availability of lab services to patients in the communities serviced by the company, encourage further improvement in the quality of lab services, and support APHL, Inc. Provena has a 33.3% interest in ACL, LLC and an equity investment of $4,022 and $3,963 at December 31, 2010 and 2009, respectively. Provena recognized equity losses on ACL, LLC of $391 in 2010 and $212 in 2009. Provena made equity cash contributions of $450 to ACL, LLC in 2010.

In addition to the APHL, Inc. and ACL, LLC investments described above, Provena has ownership interests in various other entities, which are also accounted for under the equity method. For the years ended December 31, 2010 and 2009, Provena recognized equity income of $695 and $1,275 from investments in these affiliated companies, respectively. Provena received cash distributions from these equity method investees of $1,195 and $1,097 in 2010 or 2009, respectively.

The following table summarizes the unaudited aggregated financial information of Provena's investments in joint ventures and affiliated organizations:

		2010	2009
Total assets	$	35,146	39,083
Total liabilities		17,662	21,316
Total equity	$	17,484	17,767
Net revenues	$	196,759	163,140
Operating expenses		195,173	159,803
Net income	$	1,586	3,337

Provena Hospitals obtains laboratory services from APHL, Inc., at cost, pursuant to an evergreen contractual agreement. Expense recognized by Provena for APHL, Inc. laboratory services was $33,068 in 2010 and $31,581 in 2009 and is included in purchased services.

(11) Long-Term Debt

A summary of long-term debt at December 31, 2010 and 2009 is as follows:

	2010	2009
Illinois Development Finance Authority Revenue Bonds, Series 1998A, dated April 15, 1998, with fixed interest rates ranging from 4.50% to 5.75%, due May 15 annually in varying amounts through May 15, 2023	$ 115,780	122,285
Illinois Development Finance Authority Variable Rate Demand Revenue Bonds, Series 1998B, dated May 14, 1998, converted to auction rate bonds in April 2003 with interest rate resets each 35-day auction period (0.56% at December 31, 2009), due every 35 days through May 1, 2028, redeemed September 2010	—	70,600
Illinois Development Finance Authority Periodic Auction Reset Securities, Series 1998D, dated May 14, 1998, interest rate changes daily (0.16% at December 31, 2009), due annually in varying amounts on May 1 beginning 2009 through May 1, 2028, redeemed February 2010	—	17,200
Illinois Development Finance Authority Periodic Auction Reset Securities, Series 1998D-R, dated January 2, 2001, interest rate changes daily (0.156% at December 31, 2009), due annually in varying amounts on May 1 beginning 2009 through May 1, 2028, redeemed February 2010	—	108,800
Illinois Finance Authority Revenue Bonds, Series 2009A, dated June 25, 2009, with fixed interest rate of 7.75%, due annually in varying amounts beginning August 15, 2026 through August 15, 2034	200,000	200,000
Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2009B, dated July 9, 2009, interest rate changes daily (0.26% and 0.20% at December 31, 2010 and 2009, respectively), due annually in varying amounts beginning August 15, 2016 through August 15, 2044	50,000	50,000
Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2009C, dated July 9, 2009, interest rate changes daily (0.30% and 0.27% at December 31, 2010 and 2009, respectively), due annually in varying amounts beginning August 15, 2016 through August 15, 2044	41,000	41,000

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	2010	2009
Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2009D, dated July 9, 2009, interest rate changes weekly (0.30% and 0.27% at December 31, 2010 and 2009, respectively), due annually in varying amounts beginning August 15, 2016 through August 15, 2044	$ 25,000	25,000
Illinois Finance Authority Revenue Bonds, Series 2010A, dated February 11, 2010, with fixed interest rates ranging from 5.0% to 6.0%, due annually in varying amounts beginning May 1, 2010 through May 1, 2028	111,930	—
Illinois Finance Authority Revenue Bonds, Series 2010B, dated February 11, 2010, with fixed interest rate of 6.0%, due annually in varying amounts beginning May 1, 2029 through May 1, 2034	10,020	—
Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2010C, dated September 15, 2010, interest rate changes daily (0.26% at December 31, 2010), due annually in varying amounts beginning May 1, 2036 through May 1, 2045	31,000	—
Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2010D, dated September 15, 2010, interest rate changes weekly (0.28% at December 31, 2010) due annually in varying amounts beginning May 1, 2036 through May 1, 2045	41,000	—
U.S. Department of Housing and Urban Development, 9.25% mortgage payable in monthly principal and interest installments of $13 through November 2022, secured by a building	1,150	1,201
Total long-term debt	626,880	636,086
Less current installments of long-term debt	10,525	11,690
Less unamortized bond discount	4,338	5,304
Total long-term debt, net of current installments and unamortized bond discount	$ 612,017	619,092

During 1998, the Parent (the Obligated Group Member), Provena Hospitals, Provena Senior Services, and Ventures (the Designated Affiliates) issued bonds and commercial paper notes amounting to $515,410 in order to provide funds to refinance certain then-existing indebtedness, to pay for certain capital expenditures and working capital, and pay expenses incurred in connection with the issuance of the bonds. All Series 1998-related bonds were secured by obligations issued under the Provena Health Master Trust

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Indenture (MTI) dated April 15, 1998 executed by the Obligated Group Member. The Obligated Group Member loaned proceeds from the bonds and the commercial paper notes to the Designated Affiliates through execution of informal notes payable. No Designated Affiliates were directly obligated with respect to the Master Notes; however, the MTI required that the Parent cause the Designated Affiliates to charge fees and rates for their services sufficient to enable the Parent to pay amounts due on Outstanding Master Notes and to comply with certain covenants contained in the MTI.

The purpose of the MTI is to provide a mechanism for the efficient and economical issuance of notes by Obligated Group members under the MTI using the collective borrowing capacity and credit rating of the Obligated Group members. The MTI requires members to make principal and interest payments on notes issued for their benefit as well as for other members if the other members are unable to make such payments. Payment of the scheduled principal and interest on all of the Series 1998A bonds is insured by financial guaranty insurance policies issued by MBIA Insurance Corporation (MBIA (now known as National Public Finance Guarantee Corporation)). The Series 1998A bonds are secured by obligations issued under the MTI.

In 2005, Provena Health amended its MTI to add Provena Hospitals (including six acute care hospital operating divisions) as a Member of the Obligated Group. In 2009, Provena Health amended and restated its MTI to add Provena Senior Services as a Member of the Obligated Group. As a result, Provena Health, Provena Hospitals, and Provena Senior Services are now jointly and severally obligated on all obligations outstanding under the MTI. In addition, the MTI was further amended to establish additional covenants and provide additional security in favor of all obligation holders under the MTI, including a gross revenue pledge and certain financial covenants, which pledge and covenants may only be enforced by the Master Trustee at the direction of MBIA and may be modified, amended, or waived at any time with the consent of MBIA. As further security under the MTI, a mortgage has also been granted on Provena's six acute care hospital facilities.

Provena was not in compliance at December 31, 2008 with its debt service coverage ratio requirement; debt capitalization ratio requirement; and debt service reserve funding requirements. Failure to comply with the MTI debt service coverage ratio requirement did not result in an event of default under the MTI; however, Provena was required by the MTI to engage operational consultants, which were retained by Provena in fiscal 2008. Noncompliance with the ratios and debt service reserve funding requirements did result in events of default with MBIA and the commercial bank providing the revolving credit facilities and liquidity facility agreements. These events of default, if not cured or waived, could have resulted in an acceleration of all obligations issued under the MTI. On May 27, 2009, Provena received compliance waivers from MBIA and the commercial bank for noncompliance with the aforementioned ratios and debt service reserve funding requirements as of and for the year ended December 31, 2008, and where applicable, the quarter ended March 31, 2009. Pursuant to the waiver granting process, Provena amended and restated its MTI, as well as amended its revolving credit facility and liquidity facility agreements, as of May 27, 2009. The amended and restated MTI, as well as the amended revolving credit facility and liquidity facility agreements, revise the MBIA and commercial bank ratios, covenant requirements, and debt service reserve funding requirements. The amended and restated MTI also established additional covenants for the benefit of all obligation holders under the MTI, as well as granting a mortgage in favor of all obligation holders under the MTI on Provena's six acute care hospital facilities.

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The previously outstanding Series 1998C bonds and Commercial Paper Revenue Notes, Series 1998 were backed by liquidity facility agreements with a commercial bank. The liquidity facility agreements expired on January 15, 2009 and were not renewed, replaced, or extended. Accordingly, all amounts of Series 1998C bonds and Commercial Paper Revenue Notes, Series 1998, outstanding as of January 15, 2009 were purchased by the commercial bank and converted to bank bonds pursuant to the terms of liquidity facility agreements. These obligations were fully defeased in 2009 with proceeds from the issuance of the Series 2009 bonds. On June 25, 2009, Provena Health issued $200,000 of Illinois Finance Authority Revenue Bonds, Series 2009A and on July 9, 2009, Provena Health issued $116,000 of Illinois Finance Authority Variable Rate Demand Bonds, Series 2009B-D, all secured by obligations issued under the MTI. The proceeds of the sale of the Series 2009B-D bonds were primarily used to reimburse Provena Health, Provena Hospitals, and Provena Senior Services for, or refinance outstanding indebtedness the proceeds of which were used for, costs of acquiring, constructing, renovating, remodeling, and equipping the bond financed property. The Series 2009B-D bonds have a put option that allows the holders to redeem the bonds prior to maturity. Provena has an agreement with a remarketing agent to remarket any bonds redeemed as a result of the exercise of put options. If the bonds cannot be remarketed, the bonds will be purchased by commercial banks under a Direct Pay Letter of Credit (DPLOC) that currently expires on September 21, 2013. So long as no event of default has occurred or is continuing, loans made with a draw under the DPLOC for a failed remarketing will be required to be repaid in 8 equal quarterly installments of principal plus interest at the higher of the prime rate, or the adjusted one-month LIBOR rate plus 1% to 2% depending on the date of maturity, with the initial installment commencing 12 months after the date of the drawing under the DPLOC.

On February 11, 2010, Provena issued $126,000 of Illinois Finance Authority Revenue Bonds, Series 2010A and 2010B, both of which are obligations under the MTI. The proceeds of the offering were used primarily to purchase approximately $126,000 of par value Series 1998D and Series 1998D-R Periodic Auction Reset Securities at 88% of par value and to reimburse Provena Health, Provena Hospitals, and Provena Senior Services for the costs of acquiring, constructing, renovating, remodeling, and equipping the bond financed property. Provena also terminated its Series 1998D-R interest rate swap agreement pursuant to the redemption of the Periodic Auction Reset Securities. A net gain of approximately $10,030 was recognized in connection with the bond redemption and termination of the Series 1998D-R interest rate swap agreement, which is included with other nonoperating gains (losses) in the accompanying 2010 consolidated statement of operations.

On September 22, 2010, Provena issued $72,000 of Illinois Finance Authority Variable Rate Demand Revenue Bonds, Series 2010C and 2010D, both of which are obligations secured under the MTI. The proceeds of the offerings were used primarily to pay or reimburse Provena for costs of acquiring, constructing, renovating, remodeling, and equipping the bond financed property. The 2010C and 2010D Bonds have a put option that allows the holders to redeem the bonds prior to maturity. Provena has an agreement with a remarketing agent to remarket any bonds redeemed as a result of the exercise of put options. If the bonds cannot be remarketed, the bonds will be purchased by commercial banks under a DPLOC that currently expires on September 21, 2013. So long as no event of default has occurred or is continuing, loans made with a draw under the DPLOC for a failed remarketing will be required to be repaid in 8 equal quarterly installments of principal plus interest at the higher of the prime rate, or the

adjusted one-month LIBOR rate plus 1% to 2% depending on the date of maturity, with the initial installment commencing 12 months after the date of the drawing under the DPLOC.

Aggregate scheduled principal repayments on long-term debt, assuming the Series 2009B-D and the Series 2010C-D variable rate demand obligations being put back to the Obligated Group on May 9, 2011, the date the consolidated financial statements were available to be issued, and a corresponding draw being made on the underlying DPLOC credit facility, for the ensuing five years and thereafter are as follows:

2011	$	10,525
2012		81,636
2013		105,742
2014		35,913
2015		13,135
Thereafter		379,929
	$	626,880

Aggregate scheduled principal repayments on long-term debt based on the scheduled redemptions in accordance with the MTI for the ensuing five years and thereafter are as follows:

2011	$	10,525
2012		11,136
2013		11,742
2014		12,413
2015		13,135
Thereafter		567,929
	$	626,880

Guaranty

Provena was a co-guarantor on certain loans approximating $2,700 at December 31, 2009 related to a fitness center joint venture. Provena was also considered a co-guarantor of a lease of office space related to the fitness center joint venture with future outstanding commitments of $5,260 at December 31, 2009. Provena accrued a $3,250 loss during 2009 related to the guaranty of the fitness center debt and lease, which is included in other net nonoperating gains (losses) in the accompanying 2009 consolidated statement of operations.

In 2010, Provena negotiated a settlement with its joint venture partners and commercial banks to settle its obligation under its loan and lease guaranties. Under the settlement terms, Provena extinguished $2,868 of fitness center loans outstanding with three commercial banks. In exchange for the payment, Provena was released from all bank and lease guaranties and forfeited all interest in the fitness center joint venture.

(12) Auction Rate Securities

Due to illiquid credit market conditions, many auction rate securities have encountered trading difficulties, including Provena's Series 1998B, 1998D, and 1998D-R auction rate securities. Beginning in February 2008, due to lack of demand for auction rate securities, implementation of the auction procedures applicable to such securities did not produce sufficient clearing bids, causing existing holders to retain their positions at an interest rate established by a formula set forth in the bond documents.

On February 11, 2010, Provena redeemed approximately $126,000 par value of auction rate securities (Series 1998D and Series 1998D-R) using a portion of the proceeds from the issuance of Series 2010A-B revenue bonds. Additionally, on September 22, 2010, Provena repaid approximately $70,600 par value of auction rate securities (Series 1998B), thus eliminating all exposure to the auction rate securities market fluctuations. From February 2008 and through the redemption of the Series 1998B, 1998D, and 1998D-R auction rate securities in 2010, Provena had been paying interest on its auction rate securities at the maximum rate as set forth in the applicable bond documents. The maximum rate applicable to Provena's Series 1998B Bonds was 175% of ARS Index (i.e., the greater of the 30-Day After-Tax Equivalent Rate or The Bond Market Association (now known as SIFMA) Municipal Swap Index). The maximum rate applicable to Provena's Series 1998D and Series 1998D-R Bonds was 200% of the ARS Index (i.e., the greater of the Seven-Day After-Tax Equivalent Rate or the SIFMA Municipal Swap Index). The effective interest rates on the auction rate securities for 2010 and 2009 were 0.60% and 0.56% for the Series 1998B Bonds, respectively, and 0.05% and 0.16% for the Series 1998D Bonds, respectively, and 0.05% and 0.16% for the Series 1998D-R Bonds, respectively.

(13) Derivative Instruments and Hedging Activities

Provena has interest-rate-related derivative instruments to manage its exposure on its variable rate debt instruments and does not enter into derivative instruments for any purpose other than risk management purposes. That is, Provena does not speculate using derivative instruments.

By using derivative financial instruments to hedge exposures to changes in interest rates, Provena is exposed to credit risk and market risk. Credit risk is the failure of the counterparty to perform under the terms of the derivative contracts. When the fair value of a derivative contract is positive, the counterparty owes Provena, which creates credit risk for Provena. When the fair value of a derivative contract is negative, Provena owes the counterparty, and therefore, it does not possess credit risk. Provena minimizes the credit risk in derivative instruments by entering into transactions with high quality counterparties whose credit rating is higher than Aa. Market risk is the adverse effect on the value of a financial instrument that results from a change in interest rates. The market risk associated with interest rate changes is managed by establishing and monitoring parameters that limit the types and degree of market risk that may be undertaken. Provena management also mitigates risk through annual reviews of their derivative positions in the context of their total blended cost of capital.

Provena maintained interest rate swap programs on its Series 1998B and Series 1998D-R debt. The Series 1998B and Series 1998D-R bonds exposed Provena to variability in interest payments due to changes in interest rates. In the interest of limiting the variability of a portion of its interest rate risk, management entered into two interest rate swap agreements to manage fluctuations in cash flows related to

this risk. Under the terms of these swap agreements, Provena received variable interest rate payments and made fixed interest rate payments, thereby reducing the variability of cash flows from changes in interest rates.

Effective January 1, 2008, Provena prospectively discontinued hedge accounting for its derivative instruments as management determined that designation of the derivatives as hedging instruments was no longer appropriate given overall credit market and interest rate conditions. Provena continues to carry its derivative instruments at fair value in the consolidated balance sheets and recognized $(6,792) and $20,784 in nonoperating (losses) gains for the years ended December 31, 2010 and 2009, respectively, attributable to the changes in the fair value of its derivatives.

In February of 2010, Provena issued the Series 2010A and 2010B bonds, at which time the Series 1998D-R bonds were repaid. At that time, Provena also terminated the interest rate swap agreement associated with the Series 1998D-R. In connection with the swap termination, Provena was required to pay the counterparty a settlement payment of $18,662.

A summary of outstanding positions under interest rate swap agreements at December 31, 2010 is as follows:

Series	Notional amount	Maturity date	Rate received	Fixed rate paid
1998B	$ 62,573	May 2028	65% of one-month LIBOR, plus 36 basis points	3.925%
1998A	119,900	May 2023	68% of one-month LIBOR	0.034

Payments equal to the differential to be paid or received under the interest rate swap agreements are recognized monthly and amounted to payments of approximately $5,895 in 2010 and $10,207 in 2009, which are included in interest expense. The cumulative amount of prior year effective hedges charged to unrestricted net assets as of January 1, 2008 was $4,644, which is being reclassified to interest expense over the terms of the underlying long-term debt. Interest expense for 2010 and 2009 includes $95 and $258, respectively, of amounts reclassified from unrestricted net assets related to the effective portion of prior year hedges charged to unrestricted net assets. The 2010 amount reclassified includes $171 of income recognized when the Series 1998D-R was terminated. The fair value of interest rate swap agreements of $17,345 and $29,214 at December 31, 2010 and 2009, respectively, are included with other current liabilities in 2010 and with other long-term liabilities in 2009.

Pursuant to the terms of its interest rate swap agreements, Provena is required to post collateral with its counterparties under certain specified conditions. Collateral posting requirements for each swap agreement are based on the amount of the derivative liability, Provena's bond ratings, and the number of days cash on hand. Provena posted $9,807 and $23,507 of collateral related to its swaps as of December 31, 2010 and 2009, respectively. The collateral posted as of December 31, 2010 is included in the current portion of assets limited or restricted as to use.

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In February 2011, Provena terminated the interest rate swap agreements associated with the Series 1998A and 1998B bonds. In connection with the termination of these two agreements, Provena was required to pay the counterparties settlement payments of $8,328 and $6,091 to settle the Series 1998A and Series 1998B interest rate swaps, respectively. Upon termination of these agreements, Provena no longer has any interest rate swap agreements in effect.

(14) Temporarily Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at December 31, 2010 and 2009:

	2010	2009
Land, building, and equipment acquisitions	$ 5,810	5,349
Provision of health and pastoral care	2,390	2,034
	$ 8,200	7,383

(15) Endowments

Provena has various donor-restricted endowment funds (collectively referred to as the Funds), the principal of which may not be expended. The interest and dividend income from the Funds are utilized for Provena operations. The Funds are classified in permanently restricted net assets in the consolidated balance sheets at December 31, 2010 and 2009.

The Funds are maintained within Provena's commingled investment portfolio. The principal allocated to such Funds is approximately $1,654 and $1,548 at December 31, 2010 and 2009, respectively. The fair value of assets associated with individual donor-restricted endowment funds may fall below the amount of the original donation as a result of unfavorable market conditions. There were no such deficiencies as of December 31, 2010 and 2009.

(16) Self-Insurance

(a) Professional and General Liability

Provena Hospitals and Provena Senior Services are self-insured for professional and general liability. Professional insurance consultants have been retained to determine funding requirements. The amounts funded have been placed in an irrevocable trust account administered by a trustee. The trust assets are included within assets limited or restricted as to use in the accompanying consolidated balance sheets.

Provena is involved in litigation arising in the ordinary course of business. Claims alleging malpractice have been asserted against Provena and are currently in various stages of litigation. Additional claims may be asserted against Provena arising from services through December 31, 2010. It is the opinion of management that the estimated professional and general liabilities accrued at December 31, 2010 and 2009 are adequate to provide for potential losses resulting from pending or threatened litigation. Accruals for professional and general liabilities are recorded on an undiscounted basis. The ultimate settlement of malpractice claims could differ from recorded

accruals, with such differences being potentially significant. Professional and general liabilities are reported within estimated self-insured liabilities in the accompanying consolidated balance sheets.

Professional and general liability expense amounted to $23,263 and $22,577 for the years ended December 31, 2010 and 2009, respectively, and is included in other expense in the accompanying consolidated statements of operations.

Provena maintains varying levels of commercial umbrella and excess coverage by policy year. There are no assurances that Provena will be able to renew existing policies or procure coverage on similar terms in the future.

(b) Workers' Compensation

The Parent administers a self-insured workers' compensation program, which covers all Provena Health organizations except for two long-term care and residential facilities in Indiana, which are commercially insured. Professional insurance consultants have been retained to determine funding requirements. The trust assets and the related liabilities are included in the accompanying consolidated balance sheets. Commercial workers' compensation claims umbrella and excess policies provide various levels of additional coverage by policy year. Workers' compensation self-insurance expense amounted to $7,300 and $5,368 for the years ended December 31, 2010 and 2009, respectively, and is included in salaries and benefits expense in the accompanying consolidated statements of operations. The entire liability for estimated self-insured workers' compensation claims is included within the current portion of estimated self-insurance liabilities in the accompanying consolidated balance sheets on an undiscounted basis.

(17) Employee Benefit Plans

The Provena Retirement Program consists of the Provena Employees' Pension Plan (the Plan), the Provena Employees' 403(b) Retirement Savings Plan (the Savings Plan), and the Provena Ventures, Inc. 401(k) Retirement Savings Plan (the 401(k) Plan). Matching employer and base contributions under the Savings Plan and the 401(k) Plan are funded currently and amounted to $18,149 and $17,886 for the years ended December 31, 2010 and 2009, respectively, and are included in salaries and benefits expense in the accompanying consolidated statements of operations.

The Plan was frozen effective December 31, 2003 and only specified grandfathered employees remained as active participants in the Plan. The Plan was replaced effective January 1, 2004 with the Savings Plan, a defined contribution plan. Provena recognizes the cost related to the Plan using the Projected Unit Credit cost method. Gains and losses, calculated as the difference between estimates and actual amounts of plan assets and the projected benefit obligation, were amortized over the expected future service period through 2004. Effective January 1, 2005, the amortization period was changed to the average remaining life expectancy of inactive participants (approximately 95% of plan participants are inactive). Prior service costs established January 1, 2002 are being amortized over 10.8 years.

Provena accounts for the Plan in accordance with ASC Topic 715, *Employer Accounting for Defined Benefit Pension and Other Postretirement Plans*. In accordance with ASC Topic 715, the funded status of the Plan, including all previously unrecognized actuarial gains and losses and unamortized prior service

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cost, is recognized as a component of unrestricted net assets in the accompanying consolidated balance sheets.

The following table sets forth the Plan's funded status, amounts recognized in the accompanying consolidated financial statements, and assumptions at the Plan's measurement date, December 31:

		2010	2009
Change in benefit obligation:			
Projected benefit obligation at beginning of year	$	408,082	380,370
Service cost		2,381	2,647
Interest cost		23,064	23,311
Actuarial (gains) losses		30,663	20,583
Benefits paid		(19,088)	(18,829)
Projected benefit obligation at end of year		445,102	408,082
Change in plan assets:			
Fair value of plan assets at beginning of year		335,205	303,162
Actual return on plan assets		37,446	50,872
Employer contribution		40	—
Benefits paid		(19,088)	(18,829)
Fair value of plan assets at end of year		353,603	335,205
Funded status	$	(91,499)	(72,877)
Amounts recognized in the accompanying consolidated balance sheets:			
Pension benefit liability	$	(91,499)	(72,877)
Amounts not yet reflected in net periodic benefit cost and included as an accumulated charge to unrestricted net assets:			
Unrecognized net actuarial losses	$	207,696	192,522
Unrecognized prior service cost		4	6
Net amounts included as an accumulated charge to unrestricted net assets	$	207,700	192,528

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		2010	2009
Calculation of change in unrestricted net assets:			
Accumulated unrestricted net assets, end of year	$	207,700	192,528
Reversal of accumulated unrestricted net assets, prior year		(192,528)	(203,985)
Change in unrestricted net assets	$	15,172	(11,457)
Changes in plan assets and benefit obligations recognized in unrestricted net assets:			
Actuarial loss (gain) arising during the year	$	20,893	(5,285)
Amortization of actuarial (loss) gain		(5,719)	(6,263)
Amortization of prior service cost		(2)	91
Net amounts recognized in unrestricted net assets as change in funded status of pension plan	$	15,172	(11,457)
Estimate of amounts that will be amortized from unrestricted net assets to net pension cost in 2011:			
Net actuarial loss	$	6,301	—
Prior service cost		2	—
Estimated future benefit payments:			
Fiscal 2011	$	20,680	—
Fiscal 2012		22,326	—
Fiscal 2013		24,138	—
Fiscal 2014		25,599	—
Fiscal 2015		27,175	—
Fiscal 2016 – 2020		153,547	—
Weighted average assumptions used to determine benefit obligations:			
Discount rate – benefit obligations		5.25%	5.80%
Discount rate – periodic benefit cost		5.80	6.22
Expected return on plan assets		8.50	8.50
Rate of compensation increase		4.00	4.00
Components of net periodic benefit cost (benefit):			
Service cost	$	2,381	2,647
Interest cost		23,064	23,311
Expected return on plan assets		(27,676)	(25,005)
Amortization of unrecognized net actuarial loss		5,719	6,263
Amortization of unrecognized prior service cost		2	(91)
Net periodic benefit cost	$	3,490	7,125

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Provena's overall expected long-term rate of return on assets is 8.5% in 2010 and 2009, respectively. The expected long-term rate of return is based on the portfolio as a whole and not on the sum of the returns on individual asset categories. The return is based exclusively on historical returns, without adjustments.

Provena does not expect to make any contributions to the Plan during 2011.

Provena has developed a Plan investment policy, which is reviewed and approved by the Provena Investment Subcommittee and the Board of Directors. The policy established goals and objectives of the fund, asset allocations, asset classifications, and manager guidelines. The policy dictates a target asset allocation and an allowable range for such categories based on quarterly investment fluctuations. Investments are managed by independent advisors who are monitored by management and the Investment Subcommittee.

The table below shows the target allocation and acceptable ranges and actual asset allocations as of December 31, 2010 and 2009:

Asset	Target allocation	Acceptable range	December 31 2010	December 31 2009
Equities	60%	55 – 65%	63%	59%
Fixed income securities and cash equivalents	40	35 – 45	37	41
Real estate	—	0 – 3	—	—

Provena monitors the asset allocation and executes required recalibrations of the portfolio allocation on a regular basis in response to fluctuations in market conditions and the overall portfolio composition.

(a) Fair Value of Financial Instruments

The following methods and assumptions were used by Provena in estimating the fair value of its financial instruments of the Plan:

- Common stocks, quoted mutual funds, and direct U.S. government obligations, are measured using quoted market prices at the reporting date multiplied by the quantity held. Private funds that do not have readily determinable fair values are measured using net asset value per share at the reporting date multiplied by the number of shares held. Corporate bonds, notes, indirect U.S. government obligations, U.S. agency securities, and foreign government obligations are measured using other observable inputs. The carrying value equals fair value.

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(b) Fair Value Hierarchy

The following table presents the Plan's fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of December 31, 2010:

	Total fair value	Fair value measurements at December 31 using		
		Level 1	Level 2	Level 3
Investments:				
Cash and cash equivalents	$ 717	717	—	—
Corporate debt securities	40,977	—	40,977	—
U.S. government and agency obligations	85,915	25,153	60,762	—
Foreign government obligations	430	—	430	—
Equity securities	52,770	52,770	—	—
Equity funds	172,794	172,794	—	—
Total	$ 353,603	251,434	102,169	—

The Plan recognizes transfers between levels of the fair value hierarchy in the year of the event or change in circumstances that caused the transfer. There were no significant transfers into or out of Level 1, Level 2, or Level 3 for the year ended December 31, 2010.

The following table presents the Plan's fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of December 31, 2009:

	Total fair value	Fair value measurements at December 31 using		
		Level 1	Level 2	Level 3
Investments:				
Cash and cash equivalents	$ (640)	(640)	—	—
Corporate debt securities	40,009	—	40,009	—
U.S. government and agency obligations	97,042	23,850	73,192	—
Foreign government obligations	269	—	269	—
Equity securities	43,481	43,481	—	—
Equity funds	155,044	155,044	—	—
Total	$ 335,205	221,735	113,470	—

(18) Commitments and Contingencies

(a) Operating Leases

Provena leases various equipment and facilities under operating leases expiring at various dates through 2023. Total lease expense in 2010 and 2009 for all operating leases was approximately $16,448 and $16,157, respectively.

The following is a schedule by year of future minimum lease payments for the next five years and thereafter under operating leases as of December 31, 2010 that have initial or remaining lease terms in excess of one year:

2011	$	11,872
2012		10,548
2013		9,751
2014		8,505
2015		6,732
Thereafter		27,127
	$	74,535

(b) Medicare and Medicaid Reimbursement

Provena participates as a provider under the Medicare program. Federal legislation routinely includes provisions to change Medicare reimbursement mechanisms and reimbursement levels. For each of the years ended December 31, 2010 and 2009, approximately 45% and 44%, respectively, of Provena's gross patient and resident service revenue related to services provided to Medicare beneficiaries. Recently enacted healthcare reform and other Medicare legislation may have an adverse effect on Provena's net patient and resident service revenues.

Medicaid payment methodologies and rates may be subject to modification based on the amount of funding available to the State of Illinois Medicaid program.

Provena has received and responded to requests from the Medicare program requiring that they provide Medicare with documentation for claims to carry out the Recovery Audit Contracting (RAC) program. Review of claims through the RAC program may result in a liability to the Medicare program and could have an adverse effect on Provena's net patient and resident service revenues. No liabilities related to RAC program claim reviews have been accrued as of December 31, 2010.

(c) Regulatory Investigations

The U.S. Department of Justice and other federal agencies routinely conduct regulatory investigations and compliance audits of healthcare providers. Provena is subject to these regulatory efforts. Management is currently unaware of any regulatory matters that may have a material adverse effect on the consolidated financial position or results of operations.

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(d) Charity Care Legislation

The Illinois attorney general and state legislature are considering legislation directed at Illinois not-for-profit hospitals. Such legislation could mandate the level of charity care, as defined by the State, that hospitals must provide in the future in order to retain state and local tax exemption benefits. Management is unable to predict the outcome of these legislative initiatives and any related impacts such legislation may have on Provena.

(e) Litigation

In the normal course of business, the Parent and affiliates are involved in litigation and regulatory investigations. In consultation with legal counsel, management estimates that these matters will be resolved without material adverse effect on Provena's financial position or results from operations.

(f) Provena Covenant Medical Center Property Tax Exemption

In February 2004, the Illinois Department of Revenue denied the Provena Covenant Medical Center (Covenant) application for real estate tax-exempt status for the 2002 tax year. Provena appealed this ruling and the decision was reversed in 2007 by the Circuit Court of Sangamon County. The Illinois Department of Revenue appealed the 2007 ruling to the Appellate Court of the Fourth District, which overturned the 2007 ruling. Provena filed a Petition for Leave to Appeal to the Supreme Court of Illinois. The Supreme Court of the State of Illinois granted the appeal and released their opinion on March 18, 2010 in favor of the Illinois Department of Revenue. As a result of the unfavorable ruling, Provena has provided $9,113 within other expense for real estate taxes and interest covered by the ruling for all periods through December 31, 2009 in the accompanying 2009 consolidated statement of operations. For the 2010 tax year, Provena recognized $1,138 of real estate expense within the accompanying 2010 consolidated statement of operations.

For the 2004 tax year, Covenant has filed an application seeking an exemption for certain parcels of real estate that had not been included in the 2002 application, and for the 2006 tax year, Covenant has filed a new application seeking a property tax exemption for the parcels of real estate that were the basis for the 2002 application described in the preceding paragraph. In January 2011, a hearing for these matters was conducted before an administrative law judge, who is expected to make a recommendation to the Illinois Department of Revenue within the next few months. The Illinois Department of Revenue will issue a final decision at some point thereafter.

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(g) Provena Senior Services St. Joseph Center Tax Exemption

In March 2007, the Illinois Department of Revenue denied the Provena Senior Services St. Joseph Center (St. Joseph Center) application for real estate tax-exempt status for the 2004 tax year. St. Joseph Center has been recognizing property taxes on this property from 2004 and for all periods through December 31, 2010. Accrued property taxes on this property of $723 and $612 as of December 31, 2010 and 2009, respectively, are included in accounts payable and accrued expenses within the accompanying consolidated balance sheets. Provena appealed the ruling and a hearing was held before an administrative law judge in October 2008. In February 2011, the administrative law judge ruled that, with the exception of the campus chapel, St. Joseph Center be denied an exemption from real estate taxes. Provena subsequently filed an appeal in the Circuit Court of Stephenson County and is presently considering whether to voluntarily dismiss its appeal.

(h) Investment Risks and Uncertainties

Provena invests in various investment securities. Investment securities are exposed to various risks such as interest rate, credit, and overall market volatility risks. Due to the level of risk associated with certain investment securities and current market conditions, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and such changes could materially affect the amounts reported in the accompanying 2010 consolidated balance sheet.

(19) Subsequent Events

In connection with the preparation of the consolidated financial statements and in accordance with ASC Topic 855, *Subsequent Events*, Provena evaluated subsequent events after the consolidated balance sheet date of December 31, 2010 through May 9, 2011, which was the date the financial statements were available to be issued.

Schedule 1

PROVENA HEALTH AND AFFILIATES

Consolidating Balance Sheet Information

December 31, 2010

(In thousands)

Assets	Provena Health	Provena Hospitals	Provena Life Connections	Provena Ventures, Inc.	Eliminations	Consolidated totals
Current assets:						
Cash and cash equivalents	$ 54,200	40,793	16,780	1,226	—	112,999
Short-term investments	—	1,509	127	—	—	1,636
Assets limited or restricted as to use, required for current liabilities	22,640	—	—	—	—	22,640
Receivables:						
Patient and resident accounts receivable, less allowance for uncollectible accounts of approximately $117,595	—	155,419	14,421	—	—	169,840
Estimated receivables under third-party reimbursement programs	—	3,921	460	—	—	4,381
Due from affiliates	13,791	2,704	50	—	(16,545)	—
Inventories	—	23,134	704	—	—	23,838
Prepaid expenses and other	22,275	24,949	785	114	—	48,123
Total current assets	112,906	252,429	33,327	1,340	(16,545)	383,457
Assets limited or restricted as to use, net of current portion	376,834	20,779	7,577	—	(14,054)	391,136
Land, buildings, and equipment, net	40,969	576,805	56,374	5,607	—	679,755
Other	54,461	5,980	475	4,036	(32,287)	32,665
Total assets	$ 585,170	855,993	97,753	10,983	(62,886)	1,487,013
Liabilities and Net Assets						
Current liabilities:						
Current installments of long-term debt	$ 10,470	—	55	—	—	10,525
Current portion of obligations under capital leases	2,396	1,468	5	—	—	3,869
Current portion of estimated self-insurance liabilities	12,305	—	—	—	—	12,305
Accounts payable and accrued expenses	26,574	85,943	13,692	195	—	126,404
Estimated payables under third-party reimbursement programs	—	84,591	53	—	—	84,644
Due to affiliates	1,695	13,532	1,318	—	(16,545)	—
Medicaid deferred revenue	—	26,732	—	—	—	26,732
Derivatives and other	41,349	7,000	2,189	304	(14,054)	36,788
Total current liabilities	94,789	219,266	17,312	499	(30,599)	301,267
Long-term debt, net of current installments	610,922	—	1,095	—	—	612,017
Obligations under capital leases, net of current portion	2,656	4,326	9	—	—	6,991
Estimated self-insurance liabilities, net of current portion	86,480	—	—	—	—	86,480
Pension benefit liability	91,499	—	—	—	—	91,499
Other long-term liabilities	7,720	7,337	1,092	—	—	16,149
Total liabilities	894,066	230,929	19,508	499	(30,599)	1,114,403
Net assets (deficit):						
Unrestricted	(308,896)	616,986	76,469	10,484	(32,287)	362,756
Temporarily restricted	—	6,667	1,533	—	—	8,200
Permanently restricted	—	1,411	243	—	—	1,654
Total net assets	(308,896)	625,064	78,245	10,484	(32,287)	372,610
Total liabilities and net assets	$ 585,170	855,993	97,753	10,983	(62,886)	1,487,013

See accompanying independent auditors' report.

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Schedule 2

PROVENA HEALTH AND AFFILIATES

Consolidating Statement of Operations Information

Year ended December 31, 2010

(In thousands)

	Provena Health	Provena Hospitals	Provena Life Connections	Provena Ventures, Inc.	Eliminations	Consolidated totals
Revenue:						
Net patient and resident service revenue	$ —	1,112,243	109,186	—	—	1,221,429
Other revenues	161,600	14,522	5,394	(186)	(161,550)	19,780
Net assets released from restriction used for operations	—	1,043	121	—	—	1,164
Total revenue	161,600	1,127,808	114,701	(186)	(161,550)	1,242,373
Expenses:						
Salaries and benefits	61,228	469,837	75,453	—	(24,792)	581,726
Supplies and drugs	763	160,861	8,501	—	—	170,125
Purchased services	13,830	202,726	9,327	—	(68,760)	157,123
Interest	35,304	32,237	3,050	—	(34,983)	35,608
Depreciation and amortization	12,457	53,690	4,212	—	—	70,359
Provider tax assessment	—	34,355	—	—	—	34,355
Provision for uncollectible accounts	—	109,305	1,216	—	—	110,521
Restructuring charges	95	938	—	—	—	1,033
Other	31,127	65,914	8,865	91	(33,015)	72,982
Total expenses	154,804	1,129,863	110,624	91	(161,550)	1,233,832
Income (loss) from operations before impairments	6,796	(2,055)	4,077	(277)	—	8,541
Impairments	—	1,729	(77)	—	—	1,652
Income (loss) from operations	6,796	(3,784)	4,154	(277)	—	6,889
Nonoperating gains (losses):						
Investment income – realized	10,390	1,809	371	—	—	12,570
Investment income – unrealized	18,199	780	374	—	—	19,353
Derivatives valuation adjustment	(6,792)	—	—	—	—	(6,792)
Other, net	10,335	(1,350)	(537)	—	—	8,448
Net nonoperating gains	32,132	1,239	208	—	—	33,579
Revenue and gains in excess (deficient) of expenses and losses	38,928	(2,545)	4,362	(277)	—	40,468
Other changes in unrestricted net assets:						
Expense reclassification for dedesignated hedges	95	—	—	—	—	95
Change in funded status of pension plan	(15,172)	—	—	—	—	(15,172)
Transfers from (to) affiliates	(4,749)	6,685	(1,936)	—	—	—
Net assets released from restriction used for the purchase of land, buildings, and equipment	—	1,010	119	—	—	1,129
Other, net	—	(9)	—	—	—	(9)
Change in unrestricted net assets	$ 19,102	5,141	2,545	(277)	—	26,511

See accompanying independent auditors' report.

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PROVENA HOSPITALS

Consolidating Balance Sheet Information

December 31, 2010

(In thousands)

Assets		Provena Covenant Medical Center	Provena Mercy Center	Provena Saint Joseph Hospital	Provena Saint Joseph Medical Center
Current assets:					
Cash and cash equivalents	$	6,492	2,508	2,069	22,515
Short-term investments		—	—	—	1,509
Receivables:					
Patient accounts receivable, less allowance for uncollectible accounts of approximately $96,626		20,181	23,895	21,464	56,083
Estimated receivables under third-party reimbursement programs		1,014	227	(569)	2,682
Due from affiliates		246	289	365	473
Inventories		3,875	2,798	4,580	6,890
Prepaid expenses and other		3,014	5,126	2,867	7,344
Total current assets		34,822	34,843	30,776	97,496
Assets limited or restricted as to use, net of current portion		5,347	5,394	2,421	1,911
Land, buildings, and equipment, net		47,769	63,548	131,947	248,558
Other		471	1,605	1,253	1,781
Total assets	$	88,409	105,390	166,397	349,746
Liabilities and Net Assets					
Current liabilities:					
Current portion of obligations under capital leases	$	366	157	139	311
Accounts payable and accrued expenses		16,275	14,938	10,894	26,439
Estimated payables under third-party reimbursement programs		11,736	10,223	12,005	36,672
Due to affiliates		2,115	2,013	1,970	4,807
Medicaid deferred revenue		2,622	6,594	3,179	6,222
Derivatives and other		442	819	1,168	401
Total current liabilities		33,556	34,744	29,355	74,852
Obligations under capital leases, net of current portion		737	558	501	1,390
Other long-term liabilities		276	2,192	601	2,801
Total liabilities		34,569	37,494	30,457	79,043
Net assets:					
Unrestricted		53,298	65,861	134,742	268,942
Temporarily restricted		437	1,634	659	1,567
Permanently restricted		105	401	539	194
Total net assets		53,840	67,896	135,940	270,703
Total liabilities and net assets	$	88,409	105,390	166,397	349,746

See accompanying independent auditors' report.

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Schedule 3

Provena Saint Mary's Hospital	Provena United Samaritans Medical Center	Provena Service Corporation	Total Hospitals	Eliminations	Consolidated Hospital totals
7,142	67	—	40,793	—	40,793
—	—	—	1,509	—	1,509
19,854	11,819	2,123	155,419	—	155,419
(32)	599	—	3,921	—	3,921
436	867	28	2,704	—	2,704
3,152	1,839	—	23,134	—	23,134
3,418	2,913	267	24,949		24,949
33,970	18,104	2,418	252,429	—	252,429
1,663	4,043	—	20,779	—	20,779
54,922	27,911	2,150	576,805	—	576,805
494	227	149	5,980	—	5,980
91,049	50,285	4,717	855,993	—	855,993
114	381	—	1,468	—	1,468
8,600	7,285	1,512	85,943	—	85,943
7,731	6,224	—	84,591	—	84,591
57	1,934	636	13,532	—	13,532
4,063	4,052	—	26,732	—	26,732
721	1,429	2,020	7,000	—	7,000
21,286	21,305	4,168	219,266	—	219,266
521	619	—	4,326	—	4,326
1,221	124	122	7,337	—	7,337
23,028	22,048	4,290	230,929	—	230,929
66,358	27,358	427	616,986	—	616,986
1,644	726	—	6,667	—	6,667
19	153	—	1,411	—	1,411
68,021	28,237	427	625,064	—	625,064
91,049	50,285	4,717	855,993	—	855,993

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PROVENA HOSPITALS

Consolidating Statement of Operations Information

Year ended December 31, 2010

(In thousands)

	Provena Covenant Medical Center	Provena Mercy Center	Provena Saint Joseph Hospital	Provena Saint Joseph Medical Center
Revenue:				
Net patient and resident service revenue	156,386	154,402	146,037	399,218
Other revenues	1,164	3,513	1,447	3,963
Net assets released from restriction used for operations	299	113	13	251
Total revenue	157,849	158,028	147,497	403,432
Expenses:				
Salaries and benefits	57,167	68,177	66,456	166,987
Supplies and drugs	22,893	19,641	21,662	61,588
Purchased services	30,990	27,135	29,139	60,503
Interest	3,927	4,325	6,230	12,048
Depreciation and amortization	5,194	8,077	10,495	20,529
Provider tax assessment	4,410	6,961	4,394	12,071
Provision for uncollectible accounts	15,350	15,457	12,264	34,338
Restructuring costs	48	442	155	267
Other	14,608	8,693	8,356	19,788
Total expenses	154,587	158,908	159,151	388,119
Income (loss) from operations before impairments	3,262	(880)	(11,654)	15,313
Impairments	192	245	—	243
Income (loss) from operations	3,070	(1,125)	(11,654)	15,070
Nonoperating gains (losses):				
Investment income – realized	428	525	129	398
Investment income – unrealized	294	120	24	85
Other, net	55	(801)	(194)	(249)
Net nonoperating gains (losses)	777	(156)	(41)	234
Revenue and gains in excess (deficient) of expenses and losses	3,847	(1,281)	(11,695)	15,304
Other changes in unrestricted net assets:				
Transfers from (to) affiliates	2,180	(63)	5,853	(14,465)
Net assets released from restriction used for the purchase of land, buildings, and equipment	(236)	115	57	591
Other, net	—	—	—	—
Change in unrestricted net assets	$ 5,791	(1,229)	(5,785)	1,430

See accompanying independent auditors' report.

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Provena Saint Mary's Hospital	Provena United Samaritans Medical Center	Provena Service Corporation	Total Hospitals	Eliminations	Consolidated Hospital totals
131,394	112,054	12,752	1,112,243	—	1,112,243
1,932	2,295	208	14,522	—	14,522
94	273	—	1,043	—	1,043
133,420	114,622	12,960	1,127,808	—	1,127,808
50,367	45,312	15,371	469,837	—	469,837
20,613	13,781	683	160,861	—	160,861
28,622	23,582	2,755	202,726	—	202,726
3,457	2,139	111	32,237	—	32,237
5,166	3,769	460	53,690	—	53,690
3,557	2,962		34,355	—	34,355
16,333	14,531	1,032	109,305	—	109,305
18	5	3	938	—	938
6,467	6,118	1,884	65,914	—	65,914
134,600	112,199	22,299	1,129,863	—	1,129,863
(1,180)	2,423	(9,339)	(2,055)	—	(2,055)
484	—	565	1,729	—	1,729
(1,664)	2,423	(9,904)	(3,784)	—	(3,784)
246	83	—	1,809	—	1,809
79	178	—	780	—	780
165	48	(374)	(1,350)	—	(1,350)
490	309	(374)	1,239	—	1,239
(1,174)	2,732	(10,278)	(2,545)	—	(2,545)
4,820	(2,163)	10,523	6,685	—	6,685
207	276	—	1,010	—	1,010
(9)	—	—	(9)	—	(9)
3,844	845	245	5,141	—	5,141

ATTACHMENT 39

Schedule 5

PROVENA HEALTH AND AFFILIATES

Consolidating Balance Sheet Information

December 31, 2009

(In thousands)

Assets	Provena Health	Provena Hospitals	Provena Senior Services	Provena Ventures, Inc.	Eliminations	Consolidated totals
Current assets:						
Cash and cash equivalents	$ 34,687	35,401	12,446	1,635	—	84,169
Short-term investments	—	1,299	99	—	—	1,398
Assets limited or restricted as to use, required for current liabilities	10,650	—	—	—	—	10,650
Receivables:						
Patient and resident accounts receivable, less allowance for uncollectible accounts of approximately $117,767	4,070	163,270	11,008	—	—	178,348
Estimated receivables under third-party reimbursement programs	—	7,123	832	—	—	7,955
Due from affiliates	9,226	1,393	7	—	(10,626)	—
Inventories	—	21,092	682	—	—	21,774
Prepaid expenses and other	21,360	8,954	844	114	—	31,272
Total current assets	79,993	238,532	25,918	1,749	(10,626)	335,566
Assets limited or restricted as to use, net of current portion	393,689	21,183	6,917	—	(11,782)	410,007
Land, buildings, and equipment, net	46,943	580,307	55,054	5,607	—	687,911
Other	49,359	8,094	488	3,978	(32,287)	29,632
Total assets	$ 569,984	848,116	88,377	11,334	(54,695)	1,463,116
Liabilities and Net Assets						
Current liabilities:						
Current installments of long-term debt	$ 11,639	—	51	—	—	11,690
Current portion of obligations under capital leases	1,666	1,579	6	—	—	3,251
Current portion of estimated self-insurance liabilities	10,801	—	—	—	—	10,801
Accounts payable and accrued expenses	37,844	97,542	10,310	263	—	145,959
Estimated payables under third-party reimbursement programs	—	102,879	60	—	—	102,939
Due to affiliates	1,369	8,343	914	—	(10,626)	—
Other	25,627	7,753	1,281	309	(11,782)	23,188
Total current liabilities	88,946	218,096	12,622	572	(22,408)	297,828
Long-term debt, net of current installments	617,943	—	1,149	—	—	619,092
Obligations under capital leases, net of current portion	2,894	1,593	15	—	—	4,502
Estimated self-insurance liabilities, net of current portion	79,066	—	—	—	—	79,066
Pension benefit liability	72,877	—	—	—	—	72,877
Derivatives and other long-term liabilities	36,489	7,265	821	—	—	44,575
Total liabilities	898,215	226,954	14,607	572	(22,408)	1,117,940
Net assets (deficit):						
Unrestricted	(328,233)	614,000	72,003	10,762	(32,287)	336,245
Temporarily restricted	2	5,858	1,523	—	—	7,383
Permanently restricted	—	1,304	244	—	—	1,548
Total net assets	(328,231)	621,162	73,770	10,762	(32,287)	345,176
Total liabilities and net assets	$ 569,984	848,116	88,377	11,334	(54,695)	1,463,116

See accompanying independent auditors' report.

ATTACHMENT 39

Schedule 6

PROVENA HEALTH AND AFFILIATES

Consolidating Statement of Operations Information

Year ended December 31, 2009

(In thousands)

	Provena Health	Provena Hospitals	Provena Senior Services	Provena Ventures, Inc.	Eliminations	Consolidated totals
Revenue:						
Net patient and resident service revenue	$ 28,234	1,149,612	90,147	—	—	1,267,993
Other revenues	157,843	14,170	5,782	311	(154,598)	23,508
Net assets released from restriction used for operations	—	910	159	—	—	1,069
Total revenue	186,077	1,164,692	96,088	311	(154,598)	1,292,570
Expenses:						
Salaries and benefits	73,181	456,818	62,088	—	(7,422)	584,665
Supplies and drugs	4,293	159,282	7,692	—	—	171,267
Purchased services	20,413	218,260	7,605	42	(84,450)	161,870
Interest	32,273	28,227	2,413	—	(31,410)	31,503
Depreciation and amortization	13,611	52,923	4,187	—	—	70,721
Provider tax assessment	—	34,355	—	—	—	34,355
Provision for uncollectible accounts	1,238	130,186	190	—	—	131,614
Restructuring charges	29,154	2,681	21	—	—	31,856
Other	32,304	72,222	7,499	218	(31,316)	80,927
Total expenses	206,467	1,154,954	91,695	260	(154,598)	1,298,778
Income (loss) from operations before impairments	(20,390)	9,738	4,393	51	—	(6,208)
Impairments	986	41	330	—	—	1,357
Income (loss) from operations	(21,376)	9,697	4,063	51	—	(7,565)
Nonoperating gains (losses):						
Investment income – realized	949	1,611	278	1	—	2,839
Investment income – unrealized	27,982	1,832	534	—	—	30,348
Derivatives valuation adjustment	20,784	—	—	—	—	20,784
Other, net	—	(5,018)	(66)	—	—	(5,084)
Net nonoperating gains (losses)	49,715	(1,575)	746	1	—	48,887
Revenue and gains in excess of expenses and losses	28,339	8,122	4,809	52	—	41,322
Other changes in unrestricted net assets:						
Expense reclassification for dedesignated hedges	258	—	—	—	—	258
Change in funded status of pension plan	11,457	—	—	—	—	11,457
Transfers from (to) affiliates	46,524	(41,161)	(5,368)	(4,387)	4,392	—
Net assets released from restriction used for the purchase of land, buildings, and equipment	—	3,601	246	—	—	3,847
Other, net	—	286	1	—	—	287
Change in unrestricted net assets	$ 86,578	(29,152)	(312)	(4,335)	4,392	57,171

See accompanying independent auditors' report.

ATTACHMENT 39

PROVENA HOSPITALS

Consolidating Balance Sheet Information

December 31, 2009

(In thousands)

Assets	Provena Covenant Medical Center	Provena Mercy Center	Provena Saint Joseph Hospital	Provena Saint Joseph Medical Center
Current assets:				
Cash and cash equivalents	$ 9,205	3,227	4,050	13,778
Short-term investments	—	—	—	1,299
Receivables:				
Patient accounts receivable, less allowance for uncollectible accounts of approximately $116,162	24,706	24,477	24,206	56,098
Estimated receivables under third-party reimbursement programs	1,025	328	13	4,273
Due from affiliates	191	198	204	434
Inventories	3,323	2,857	4,383	5,782
Prepaid expenses and other	948	1,784	815	1,230
Total current assets	39,398	32,871	33,671	82,894
Assets limited or restricted as to use, net of current portion	5,417	5,233	2,481	2,240
Land, buildings, and equipment, net	40,876	63,103	136,337	257,680
Other	736	2,399	1,618	1,486
Total assets	$ 86,427	103,606	174,107	344,300
Liabilities and Net Assets				
Current liabilities:				
Current portion of obligations under capital leases	$ 187	133	124	698
Accounts payable and accrued expenses	23,444	15,141	10,065	28,320
Estimated payables under third-party reimbursement programs	13,308	14,868	18,793	39,613
Due to affiliates	1,061	1,130	1,319	2,135
Other	415	1,262	1,538	564
Total current liabilities	38,415	32,534	31,839	71,330
Obligations under capital leases, net of current portion	181	159	139	681
Derivatives and other long-term liabilities	159	2,150	543	2,622
Total liabilities	38,755	34,843	32,521	74,633
Net assets (deficit):				
Unrestricted	47,508	67,089	140,527	267,513
Temporarily restricted	66	1,273	614	1,960
Permanently restricted	98	401	445	194
Total net assets	47,672	68,763	141,586	269,667
Total liabilities and net assets	$ 86,427	103,606	174,107	344,300

See accompanying independent auditors' report.

ATTACHMENT 39

Provena Saint Mary's Hospital	Provena United Samaritans Medical Center	Provena Service Corporation	Total Hospitals	Eliminations	Consolidated Hospital totals
5,141	—	—	35,401	—	35,401
—	—	—	1,299	—	1,299
20,049	12,553	1,181	163,270	—	163,270
746	738	—	7,123	—	7,123
308	524	100	1,959	(566)	1,393
2,770	1,977	—	21,092	—	21,092
1,605	2,305	267	8,954	—	8,954
30,619	18,097	1,548	239,098	(566)	238,532
1,614	4,198	—	21,183	—	21,183
54,041	25,755	2,515	580,307	—	580,307
1,240	463	152	8,094	—	8,094
87,514	48,513	4,215	848,682	(566)	848,116
179	258	—	1,579	—	1,579
10,686	7,800	2,086	97,542	—	97,542
9,017	7,280	—	102,879	—	102,879
1,294	1,771	199	8,909	(566)	8,343
781	653	2,540	7,753	—	7,753
21,957	17,762	4,825	218,662	(566)	218,096
206	227	—	1,593	—	1,593
1,224	435	132	7,265	—	7,265
23,387	18,424	4,957	227,520	(566)	226,954
62,514	29,591	(742)	614,000	—	614,000
1,595	350	—	5,858	—	5,858
18	148	—	1,304	—	1,304
64,127	30,089	(742)	621,162	—	621,162
87,514	48,513	4,215	848,682	(566)	848,116

ATTACHMENT 39

PROVENA HOSPITALS

Consolidating Statement of Operations Information

Year ended December 31, 2009

(In thousands)

	Provena Covenant Medical Center	Provena Mercy Center	Provena Saint Joseph Hospital	Provena Saint Joseph Medical Center
Revenue:				
Net patient and resident service revenue	163,641	169,225	163,896	380,339
Other revenues	1,415	3,582	1,466	4,260
Net assets released from restriction used for operations	179	135	8	126
Total revenue	165,235	172,942	165,370	384,725
Expenses:				
Salaries and benefits	53,393	67,956	69,752	153,830
Supplies and drugs	22,922	18,760	23,563	56,255
Purchased services	34,789	29,352	31,765	62,784
Interest	3,861	3,428	5,908	9,840
Depreciation and amortization	5,515	8,811	10,738	18,728
Provider tax assessment	4,410	6,961	4,394	12,071
Provision for uncollectible accounts	19,890	20,672	16,859	39,399
Restructuring costs	274	559	979	648
Other	21,086	9,452	7,615	17,384
Total expenses	166,140	165,951	171,573	370,939
Income (loss) from operations before impairments	(905)	6,991	(6,203)	13,786
Impairments	—	41	—	—
Income (loss) from operations	(905)	6,950	(6,203)	13,786
Nonoperating gains (losses):				
Investment income – realized	105	597	108	382
Investment income (loss) – unrealized	1,063	216	(1)	164
Other, net	(9)	(3,899)	(598)	8
Net nonoperating gains (losses)	1,159	(3,086)	(491)	554
Revenue and gains in excess (deficient) of expenses and losses	254	3,864	(6,694)	14,340
Other changes in unrestricted net assets:				
Transfers from (to) affiliates	(7,647)	(13,349)	169	(15,294)
Net assets released from restriction used for the purchase of land, buildings, and equipment	1,002	366	771	619
Other, net	—	—	—	291
Change in unrestricted net assets	$ (6,391)	(9,119)	(5,754)	(44)

See accompanying independent auditors' report.

ATTACHMENT 39

Provena Saint Mary's Hospital	Provena United Samaritans Medical Center	Provena Service Corporation	Total Hospitals	Eliminations	Consolidated Hospital totals
141,621	114,111	16,808	1,149,641	(29)	1,149,612
1,867	2,319	231	15,140	(970)	14,170
72	390	—	910	—	910
143,560	116,820	17,039	1,165,691	(999)	1,164,692
48,657	43,426	19,804	456,818	—	456,818
21,813	15,108	890	159,311	(29)	159,282
29,738	26,420	3,412	218,260	—	218,260
3,425	1,686	79	28,227	—	28,227
5,329	3,442	360	52,923	—	52,923
3,557	2,962	—	34,355	—	34,355
17,243	15,267	856	130,186	—	130,186
14	138	69	2,681	—	2,681
6,811	7,209	3,635	73,192	(970)	72,222
136,587	115,658	29,105	1,155,953	(999)	1,154,954
6,973	1,162	(12,066)	9,738	—	9,738
—	—	—	41	—	41
6,973	1,162	(12,066)	9,697	—	9,697
230	189	—	1,611	—	1,611
160	230	—	1,832	—	1,832
(446)	(3)	(71)	(5,018)	—	(5,018)
(56)	416	(71)	(1,575)	—	(1,575)
6,917	1,578	(12,137)	8,122	—	8,122
(8,041)	(9,271)	12,272	(41,161)	—	(41,161)
406	437	—	3,601	—	3,601
(37)	—	32	286	—	286
(755)	(7,256)	167	(29,152)	—	(29,152)

ATTACHMENT 39

812 North Logan Avenue
Danville, IL 61832
217-443-5000
www.provena.org/usmc

PROVENA
United Samaritans
Medical Center

January 12, 2012

Illinois Health Facilities
and Services Review Board
Springfield, IL

To Whom It May Concern:

Please be advised that the proposed project to acquire Danville Healthcare, LLC will be funded entirely with cash and equivalents.

Sincerely,

Michael K Brown
Michael L. Brown
President & CEO

Subscribed & Sworn to before

me this 12th day of January, 2012.

Jody L Williams
Notary Public

OFFICIAL SEAL
JODY L. WILLIAMS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-25-2013

Provena Health ministries are sponsored by the Franciscan Sisters of the Sacred Heart,
the Servants of the Holy Heart of Mary and the Sisters of Mercy of the Americas.

PROJECTED OPERATING COSTS
and
TOTAL EFFECT OF THE PROJECT ON CAPITAL COSTS

VERMILION COUNTY SURGERY CENTER
YEAR 2 OF OPERATIONS AT TARGET UTILIZATION

OPERATING COSTS

	ASTC
salaries & benefits:	$536,722
medical supplies:	$ 592,498
	$1,129,220

cases: 5,282

Operating Cost per Case:	$213.79

CAPITAL COSTS

interest, depreciation, & amortization:	$102,460

Capital Cost per Case:	$19.40

ATTACHMENT S 42D 42E

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:

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