

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT**

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name:	Center for Comprehensive Services-Chicago		
Street Address:	820 Berkshire Lane		
City and Zip Code:	Des Plaines, IL 60016		
County:	Cook	Health Service Area	VII Health Planning Area: N/A

Applicant Identification

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

Exact Legal Name:	Center for Comprehensive Services, Inc.
Address:	313 Congress Boston, MA 02210
Name of Registered Agent:	617/790-4841
Name of Chief Executive Officer:	William Duffy
CEO Address:	313 Congress Boston, MA 02210
Telephone Number:	617/790-4841

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

Type of Ownership

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

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

Primary Contact

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

Name:	Anne M. Murphy
Title:	Partner
Company Name:	Holland + Knight, LLP
Address:	131 S. Dearborn Street Suite 30 th Floor Chicago, IL 60603
Telephone Number:	312/578-6544
E-mail Address:	anne.Murphy@hkllaw.com
Fax Number:	312/578-6666

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:	847/776-7004

RECEIVED

OCT 22 2009

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SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

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Street Address:	820 Berkshire Lane		
City and Zip Code:	Des Plaines, IL 60016		
County:	Cook	Health Service Area	VII Health Planning Area: N/A

Applicant Identification

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

Exact Legal Name:	Mentor ABI, LLC
Address:	313 Congress Boston, MA 02210
Name of Registered Agent:	617/790-4841
Name of Chief Executive Officer:	William Duffy
CEO Address:	313 Congress Boston, MA 02210
Telephone Number :	617/790-4841

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

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<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental	
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 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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[Person to receive all correspondence or inquiries during the review period]

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Title:	Partner
Company Name:	Holland + Knight, LLP
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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:	847/776-7004

Post Permit Contact

[Person to receive all correspondence subsequent to permit issuance]

Name:	William Duffy
Title:	Chief Operating Officer
Company Name:	Mentor, ABI
Address:	313 Congress 5 th Floor Boston, MA 02210
Telephone Number:	617/790-4841
E-mail Address:	William.Duffy@TheMentorNetwork.com
Fax Number:	

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner:	C. Scott Pitcher—Harbor Group
Address of Site Owner:	15 Spinning Wheel Road Hinsdale, IL 60521
Street Address or Legal Description of Site:	820 Berkshire Lane Des Plaines, IL 60016

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:	Center for Comprehensive Services, Inc.				
Address:	313 Congress 5 th Floor Boston, MA 02210				
<input checked="" type="checkbox"/>	Non-profit Corporation	<input type="checkbox"/>	Partnership		
<input type="checkbox"/>	For-profit Corporation	<input type="checkbox"/>	Governmental		
<input type="checkbox"/>	Limited Liability Company	<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Other
<ul style="list-style-type: none">o Corporations and limited liability companies must provide an Illinois certificate of good standing.o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.					

Organizational Relationships

Provide (for each co-applicant) an organizational chart containing the name and relationship of any person who is related (as defined in Part 1130.140). If the related person 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-3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Flood Plain Requirements

[Refer to application instructions.]

<p>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.idph.state.il.us/about/hfpb.htm).</p>
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APPEND DOCUMENTATION AS ATTACHMENT 4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Historic Resources Preservation Act Requirements

[Refer to application instructions.]

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

APPEND DOCUMENTATION AS ATTACHMENT-5, 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)]

<p>Part 1110 Classification:</p> <p><input checked="" type="checkbox"/> Substantive</p> <p><input type="checkbox"/> Non-substantive</p>	<p>Part 1120 Applicability or Classification: [Check one only.]</p> <p><input type="checkbox"/> Part 1120 Not Applicable Category A Project</p> <p><input checked="" type="checkbox"/> Category B Project</p> <p><input type="checkbox"/> DHS or DVA Project</p>
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2. Project Outline

In the chart below, indicate the proposed action(s) for each clinical service area involved by writing the number of beds, stations or key rooms involved:

Clinical Service Areas	Establish	Expand	Modernize	Discontinue	No. of Beds, Stations or Key Rooms
Medical/Surgical, Obstetric, Pediatric and Intensive Care					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
Open Heart Surgery					
Cardiac Catheterization					
In-Center Hemodialysis					
Non-Hospital Based Ambulatory Surgery					
General Long Term Care					
Specialized Long Term Care					
Selected Organ Transplantation					
Kidney Transplantation					
Subacute Care Hospital Model					
Post Surgical Recovery Care Center					
Children's Community-Based Health Care Center					
Community-Based Residential Rehabilitation Center					
Please see note on following page					
Long Term Acute Care Hospital Bed Projects					
Clinical Service Areas Other Than Categories of Service:					
• Surgery					
• Ambulatory Care Services (organized as a service)					
• Diagnostic & Interventional Radiology/Imaging					
• Therapeutic Radiology					
• Laboratory					
• Pharmacy					
• Occupational Therapy					
• Physical Therapy					
• Major Medical Equipment					
Freestanding Emergency Center Medical Services					
Master Design and Related Projects					

NOTE TO PROJECT OUTLINE

This application addresses the proposed licensed entity's first residential facility, which will consist of eight beds, and will be developed through the renovation of an existing house. This house will be the first of a number of houses (residences) that will operate under a single license for 100 beds, consistent with the licensure provisions for community-based residential rehabilitation centers, which "...may have more than one residence included under the license." Additional residences will be developed under the license as demand materializes and appropriate houses become available. Further, the co-applicants acknowledge the need to receive approval from the IHFSRB for the opening of the additional residences to be operated under the 100-bed license.

3. 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 co-applicants propose to establish a community-based residential rehabilitation center, initially through the renovation of an existing house in Des Plaines. This application is seeking approval for a 100-bed "center". The initial "residence", which is addressed through this application, will consist of eight beds. Additional "residences" will be added to the "center" as dictated by demand, to a total of the 100 beds, and the co-applicants acknowledge the requirement that approval must be granted by the IHFSRB for the establishment of each additional "residence" under the 100-bed license.

Center for Comprehensive Services, Inc. currently operates the only IDPH-licensed community-based residential rehabilitation center in Illinois. That facility, which is located in Carbondale, was approved by the Illinois Health Facilities Planning Board in 2000, and operates a total of 100 beds. Using the clinical success of the Carbondale program as a model, Center for Comprehensive Services, Inc. has developed programmatically-similar programs in twenty states, and is recognized as a national leader in the field.

The program includes a continuum of post-acute rehabilitation services and community-based support programs, focusing primarily on individuals who have sustained acquired brain or spinal cord injuries. Services are provided in the following settings: residential, small group congregate, in-home, host home, outpatient, and day treatment. Individual rehabilitation plans are developed and used for each patient, reflecting the person's strengths and interests. The plans focus on the achievement of real life goals, and are continuously refined as the individual progresses.

This project proposes the establishment of a new licensed health care facility, and as such is classified as "substantive".

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-clinical components that are not related to the provision of health care, complete the second column of the table below. See 20 ILCS 3960 for definition of non-clinical. Note, the use and sources of funds must equal.

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NON-CLINICAL	TOTAL
Preplanning Costs	\$5,000		\$5,000
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts			
Modernization Contracts	212,544		212,544
Contingencies	19,926		19,926
Architectural/Engineering Fees	32,500		32,500
Consulting and Other Fees	90,000		90,000
Movable or Other Equipment (not in construction contracts)	104,000		104,000
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space	575,000		575,000
Other Costs To Be Capitalized--vehicles	90,000		90,000
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	\$1,128,970		\$1,128,970
SOURCE OF FUNDS	CLINICAL	NON-CLINICAL	TOTAL
Cash and Securities	\$553,970		\$553,970
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)	575,000		575,000
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS	\$1,128,970		\$1,128,970
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	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Purchase Price:	\$ _____	
Fair Market Value:	\$ _____	
The project involves the establishment of a new facility or a new category of service		
X Yes <input type="checkbox"/> 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 \$ <u>100,000</u>		

Project Status and Completion Schedules

Indicate the stage of the project's architectural drawings:	
<input type="checkbox"/> None or not applicable	<input checked="" type="checkbox"/> Preliminary
<input type="checkbox"/> Schematics	<input type="checkbox"/> Final Working
Anticipated project completion date (refer to Part 1130.140): <u>December 31, 2011</u>	
Indicate the following with respect to project expenditures or to obligation (refer to Part 1130.140):	
<input type="checkbox"/> Purchase orders, leases or contracts pertaining to the project have been executed.	
<input type="checkbox"/> Project obligation is contingent upon permit issuance. Provide a copy of the contingent "certification of obligation" document, highlighting any language related to CON contingencies.	
<input checked="" type="checkbox"/> Project obligation will occur after permit issuance.	

State Agency Submittals

Are the following submittals up to date as applicable:	
<input type="checkbox"/> Cancer Registry	N/A
<input type="checkbox"/> APORS	N/A
<input checked="" type="checkbox"/> All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted	
<input type="checkbox"/> All reports regarding outstanding permits	N/A

Cost Space Requirements

Provide in the following format, the department/area GSF and cost. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the department's or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
CLINICAL							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
NON CLINICAL							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL							

APPEND DOCUMENTATION AS ATTACHMENT-8, 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**. Any bed capacity discrepancy from the Inventory will result in the application being deemed **incomplete**.

FACILITY NAME: Center for Comprehensive Services-Chicago		CITY: Des Plaines			
REPORTING PERIOD DATES: From: _____ to: _____					
Category of Service	Authorized Beds	Admissions	Patient Days	Bed Changes	Proposed Beds
Medical/Surgical					
Obstetrics					
Pediatrics					
Intensive Care					
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
General Long Term Care					
Specialized Long Term Care					
Long Term Acute Care					
Community-Based Residential Rehab. Center	0	0	0	+8*	8*
TOTALS:	0	0	0	+8*	8*

* represents initial residence to be established under a single community-based residential rehabilitation center to consist of 100 beds

CERTIFICATION

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

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

This Application for Permit is filed on the behalf of Center for Comprehensive Services, Inc. * 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.

William F. Duffy
 SIGNATURE
William F. Duffy
 PRINTED NAME
COO of ABI Mentor
 PRINTED TITLE

Bruce F. Nardella
 SIGNATURE
Bruce F. Nardella
 PRINTED NAME
Chief Operating Officer
 PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 19th day of Oct

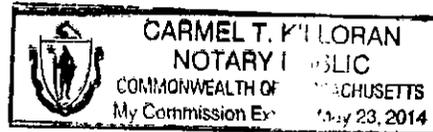
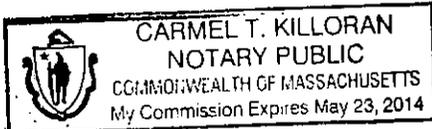
Notarization:
Subscribed and sworn to before me
this 19th day of Oct

Carmel T. Killoran
Signature of Notary

Carmel T. Killoran
Signature of Notary

Seal

Seal



*Insert EXACT legal name of the applicant

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William F. Dwyer
SIGNATURE
William F. Dwyer
PRINTED NAME
COO of ABI Mentor
PRINTED TITLE

Bruce F. Vardetta
SIGNATURE
Bruce F. Vardetta
PRINTED NAME
Chief Operating Officer
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 19th day of Oct

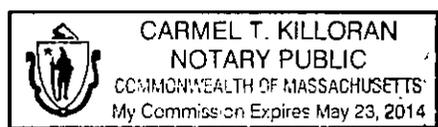
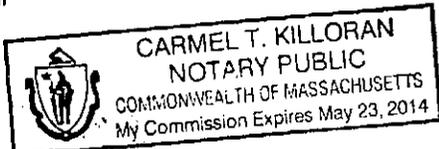
Notarization:
Subscribed and sworn to before me
this 19th day of Oct

Carmel T. Killoran
Signature of Notary

Carmel T. Killoran
Signature of Notary

Seal

Seal



*Insert EXACT legal name of the applicant

SECTION III. - PROJECT PURPOSE, BACKGROUND 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 - Project Purpose, Background 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, certification and accreditation identification numbers, 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-10, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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.

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

NOTE: The description of the "Purpose of the Project" should not exceed one page in length. Information regarding the "Purpose of the Project" will be included in the State Agency Report.

APPEND DOCUMENTATION AS ATTACHMENT-11, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

ALTERNATIVES

Document **ALL** of the alternatives to the proposed project:

Examples of alternative options 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
- 2) Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of cost, 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.
 - 3) The applicant shall provide empirical evidence, including quantified outcome data, that verifies improved quality of care, as available.

APPEND DOCUMENTATION AS ATTACHMENT-12, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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

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

READ THE REVIEW CRITERION and provide the following information:

SIZE OF PROJECT:

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

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

PROJECT SERVICES UTILIZATION:

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

Document that in the second year of operation, the annual utilization of the service or equipment shall meet or exceed the utilization standards specified in 1110.Appendix B.

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

UNFINISHED OR SHELL SPACE:

Provide the following information:

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

- b. Based upon the average annual percentage increase for that period, projections of future utilization of the area through the anticipated date when the shell space will be placed into operation.

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

ASSURANCES:

Submit the following:

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

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

P. Community-Based Residential Rehabilitation Center

This section is applicable to all projects proposing to establish a Community-based Residential Rehabilitation Center Alternative Health Care Model.

A. Criterion 1110.2830(a), Staffing

Read the criterion and provide the following information:

1. A detailed staffing plan that identifies the number and type of staff positions dedicated to the model and the qualifications for each position; and
2. How special staffing circumstances will be handled; and
3. The staffing patterns for the proposed center; and
4. The manner in which non-dedicated staff services will be provided.

B. Criterion 1110.2830(b), Mandated Service

Read the criterion and provide a narrative description documenting how the applicant will provide the minimum range of services required by the Alternative Health Care Delivery Act and specified in 1110.2820(b).

C. Criterion 1110.2830(c), Unit Size

Read the criterion and provide a narrative description that identifies the number and location of all beds in the model. Include the total number of beds for each residence and the total number of beds for the model.

D. Criterion 1110.2830(d), Utilization

Read the criterion and provide documentation that the target utilization for the model will be achieved by the second year of the model's operation. Include supporting information such as historical utilization trends, population growth, expansion of professional staff or programs, and the provision of new procedures that may increase utilization.

E. Criterion 1110.2830(e), Background of Applicant

Read the criterion and provide documentation that demonstrates the applicant's experience in providing the services required by the model. Provide evidence that the programs offered in the model have been accredited by the Commission on Accreditation of Rehabilitation Facilities as a Brain Injury Community-Integrative Program for at least three of the last five years.

APPEND DOCUMENTATION AS ATTACHMENT-61, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

T. Financial Feasibility

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

REVIEW CRITERIA RELATING TO FINANCIAL FEASIBILITY (FIN)

Does the applicant (or the entity that is responsible for financing the project or is responsible for assuming applicant's debt obligations in case of default) have a bond rating of "A" or better?
 Yes ___ No **X**.

If yes is indicated, submit proof of the bond rating of "A" or better (that is less than two years old) from Fitch's, Moody's or Standard and Poor's rating agencies and go to Section XXVI. **If no is indicated, submit the most recent three years' audited financial statements including the following:**

- 1. Balance sheet
- 2. Income statement
- 3. Change in fund balance
- 4. Change in financial position

A. Criterion 1120.210(a), Financial Viability

- 1. Viability Ratios **Center for Comprehensive Services, Inc.**
please see accompanying note

If proof of an "A" or better bond rating has not been provided, read the criterion and complete the following table providing the viability ratios for the most recent three years for which audited financial statements are available. Category B projects must also provide the viability ratios for the first full fiscal year after project completion or for the first full fiscal year when the project achieves or exceeds target utilization (per Part 1100), whichever is later.

Provide Data for Projects Classified as:	Category A or Category B (last three years)			Category B (Projected)
	FY 2006	FY 2007	FY 2008	FY 2012
Enter Historical and/or Projected Years:				
Current Ratio	2.0	2.2	2.4	2.4
Net Margin Percentage	4.7%	4.9%	4.0%	4.2%
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. Insert the worksheets after this page.

2. Variance

Compare the viability ratios provided to the Part 1120 Appendix A review standards. If any of the standards for the applicant or for any co-applicant are not met, provide documentation that a person or organization will assume the legal responsibility to meet the debt obligations should the applicant default. The person or organization must demonstrate compliance with the ratios in Appendix A when proof of a bond rating of "A" or better has not been provided.

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

REVIEW CRITERIA RELATING TO FINANCIAL FEASIBILITY (FIN)

Does the applicant (or the entity that is responsible for financing the project or is responsible for assuming applicant's debt obligations in case of default) have a bond rating of "A" or better?

Yes No

If yes is indicated, submit proof of the bond rating of "A" or better (that is less than two years old) from Fitch's, Moody's or Standard and Poor's rating agencies and go to Section XXVI. **If no is indicated, submit the most recent three years' audited financial statements including the following:**

1. Balance sheet
2. Income statement
3. Change in fund balance
4. Change in financial position

A. Criterion 1120.210(a), Financial Viability

1. Viability Ratios **Mentor, ABI, LLC**

Please see accompanying note

If proof of an "A" or better bond rating has not been provided, read the criterion and complete the following table providing the viability ratios for the most recent three years for which audited financial statements are available. Category B projects must also provide the viability ratios for the first full fiscal year after project completion or for the first full fiscal year when the project achieves or exceeds target utilization (per Part 1100), whichever is later.

Provide Data for Projects Classified as:	Category A or Category B (last three years)			Category B (Projected)
Enter Historical and/or Projected Years:				FY 2012
Current Ratio				2.4
Net Margin Percentage				4.2%
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. Insert the worksheets after this page.

2. Variance

Compare the viability ratios provided to the Part 1120 Appendix A review standards. If any of the standards for the applicant or for any co-applicant are not met, provide documentation that a person or organization will assume the legal responsibility to meet the debt obligations should the applicant default. The person or organization must demonstrate compliance with the ratios in Appendix A when proof of a bond rating of "A" or better has not been provided.

REVIEW CRITERIA RELATING TO FINANCIAL FEASIBILITY (FIN)
(continued)

NOTE ON FINANCIAL STATEMENTS AND VIABILITY RATIOS

Co-applicant Mentor ABI, LLC was established in mid-2009, and as such, historical financial information and ratios are not available.

Co-applicant Center for Comprehensive Services, Inc. is a financially viable entity, as demonstrated by the income statement and balance sheet located in ATTACHMENT 75. CCS' operations resulted in a net income of \$1.8M in FY 2008, and net income is projected to increase to \$3.0 in FY 2012.

Neither co-applicant has long-term debt, and as a result, a debt to capitalization ratio, a debt service coverage ratio and a cushion ratio cannot be calculated. In addition, neither co-applicant entity maintains a significant amount of cash on an ongoing basis (it is regularly "swept"), and therefore, the identification of days of cash on hand is not material.

REVIEW CRITERIA RELATING TO FINANCIAL FEASIBILITY (FIN)
(continued)

B. Criterion 1120.210(b), Availability of Funds

If proof of an "A" or better bond rating has not been provided, read the criterion and document that sufficient resources are available to fund the project and related costs including operating start-up costs and operating deficits. Indicate the dollar amount to be provided from the following sources:

- \$553,970 Cash & Securities
Provide statements as to the amount of cash/securities available for the project. Identify any security, its value and availability of such funds. Interest to be earned or depreciation account funds to be earned on any asset from the date of application submission through project completion are also considered cash.
- _____ Pledges
For anticipated pledges, provide a letter or report as to the dollar amount feasible showing the discounted value and any conditions or action the applicant would have to take to accomplish goal. The time period, historical fund raising experience and major contributors also must be specified.
- \$575,000 Fair Market value of Leased Space
- _____ Debt Financing (indicate type(s) _____)
For general obligation bonds, provide amount, terms and conditions, including any anticipated discounting or shrinkage) and proof of passage of the required referendum or evidence of governmental authority to issue such bonds;
For revenue bonds, provide amount, terms and conditions and proof of securing the specified amount;
For mortgages, provide a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated;
For leases, provide a copy of the lease including all terms and conditions of the lease including any purchase options.
- _____ Governmental Appropriations
Provide 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, provide a resolution or other action of the governmental unit attesting to such future funding.
- _____ Grants
Provide a letter from the granting agency as to the availability of funds in terms of the amount, conditions, and time or receipt.
- _____ Other Funds and Sources
Provide verification of the amount, terms and conditions, and type of any other funds that will be used for the project.
- \$1,128,970 TOTAL FUNDS AVAILABLE

C. Criterion 1120.210(c), Operating Start-up Costs

If proof of an "A" or better bond rating has not been provided, indicate if the project is classified as a Category B project that involves establishing a new facility or a new category of service? Yes No . If yes is indicated, read the criterion and provide in the space below the amount of operating start-up costs (the same as reported in Section I of this application) and provide a description of the items or components that comprise the costs. Indicate the source and amount of the financial resources available to fund the operating start-up costs (including any initial operating deficit) and reference the documentation that verifies sufficient resources are available.

APPEND DOCUMENTATION AS ATTACHMENT 75, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

U. Economic Feasibility

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

SECTION XXVI. REVIEW CRITERIA RELATING TO ECONOMIC FEASIBILITY (ECON)

A. Criterion 1120.310(a), Reasonableness of Financing Arrangements

Is the project classified as a Category B project? Yes No . If no is indicated this criterion is not applicable. If yes is indicated, has proof of a bond rating of "A" or better been provided? Yes No . If yes is indicated this criterion is not applicable, go to item B. If no is indicated, read the criterion and address the following:

Are all available cash and equivalents being used for project funding prior to borrowing? Yes No

If no is checked, provide a notarized statement signed by two authorized representatives of the applicant entity (in the case of a corporation, one must be a member of the board of directors) that attests to the following:

1. a portion or all of the cash and equivalents must be retained in the balance sheet asset accounts in order that the current ratio does not fall below 2.0 times; or
2. 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. Criterion 1120.310(b), Conditions of Debt Financing No debt

Read the criterion and provide a notarized statement signed by two authorized representatives of the applicant entity (in the case of a corporation, one must be a member of the board of directors) that attests to the following as applicable:

1. The selected form of debt financing the project will be at the lowest net cost available or if a more costly form of financing is selected, that form is more advantageous due to such terms as prepayment privileges, no required mortgage, access to additional debt, term (years) financing costs, and other factors;
2. All or part of the project involves the leasing of equipment or facilities and the expenses incurred with such leasing are less costly than constructing a new facility or purchasing new equipment.

B. Criterion 1120.310(c), Reasonableness of Project and Related Costs

Read the criterion and provide the following:

1. Identify each department or area impacted by the proposed project and provide a cost and square footage allocation for new construction and/or modernization using the following format (insert after this page).
- 2.

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

* Include the percentage (%) of space for circulation

2. For each piece of major medical equipment included in the proposed project, the applicant must certify one of the following:

REVIEW CRITERIA RELATING TO ECONOMIC FEASIBILITY (ECON)

(continued)

- a. that the lowest net cost available has been selected; or
 - b. that the choice of higher cost equipment is justified due to such factors as, but not limited to, maintenance agreements, options to purchase, or greater diagnostic or therapeutic capabilities.
3. List the items and costs included in preplanning, site survey, site preparation, off-site work, consulting, and other costs to be capitalized. If any project line item component includes costs attributable to extraordinary or unusual circumstances, explain the circumstances and provide the associated dollar amount. When fair market value has been provided for any component of project costs, submit documentation of the value in accordance with the requirements of Part 1190.40.

D. Criterion 1120.310(d), Projected Operating Costs

Read the criterion and provide in the space below the facility's projected direct annual operating costs (in current dollars per equivalent patient day or unit of service, as applicable) for the first full fiscal year of operation after project completion or for the first full fiscal year when the project achieves or exceeds target utilization pursuant to 77 Ill. Adm. Code 1100, whichever is later. If the project involves a new category of service, also provide the annual operating costs for the service. Direct costs are the fully allocated costs of salaries, benefits, and supplies. Indicate the year for which the projected operating costs are provided.

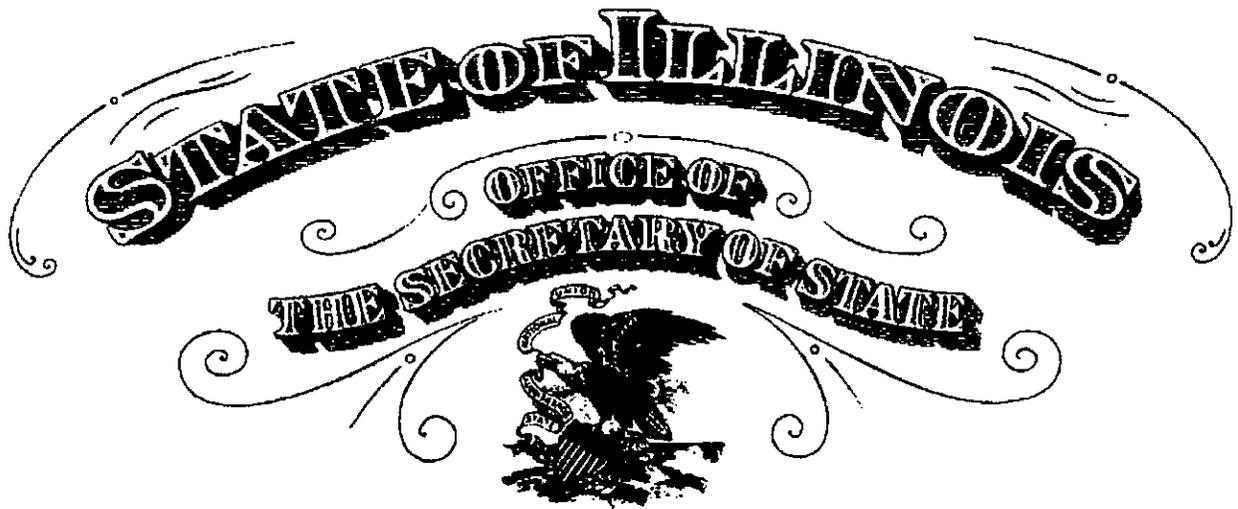
E. Criterion 1120.310(e), Total Effect of the Project on Capital Costs

Is the project classified as a category B project? Yes No . If no is indicated, go to item F. If yes is indicated, provide in the space below the facility's total projected annual capital costs as defined in Part 1120.130(f) (in current dollars per equivalent patient day) for the first full fiscal year of operation after project completion or for the first full fiscal year when the project achieves or exceeds target utilization pursuant to 77 Ill. Adm. Code 1100, whichever is later. Indicate the year for which the projected capital costs are provided.

F. Criterion 1120.310(f), Non-patient Related Services

Is the project classified as a category B project and involve non-patient related services? Yes No . If no is indicated, this criterion is not applicable. If yes is indicated, read the criterion and document that the project will be self-supporting and not result in increased charges to patients/residents or that increased charges are justified based upon such factors as, but not limited to, a cost benefit or other analysis that demonstrates the project will improve the applicant's financial viability.

APPEND DOCUMENTATION AS ATTACHMENT -76 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.



To all to whom these Presents Shall Come, Greeting:

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

CENTER FOR COMPREHENSIVE SERVICES, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 20, 1977, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 0924401554

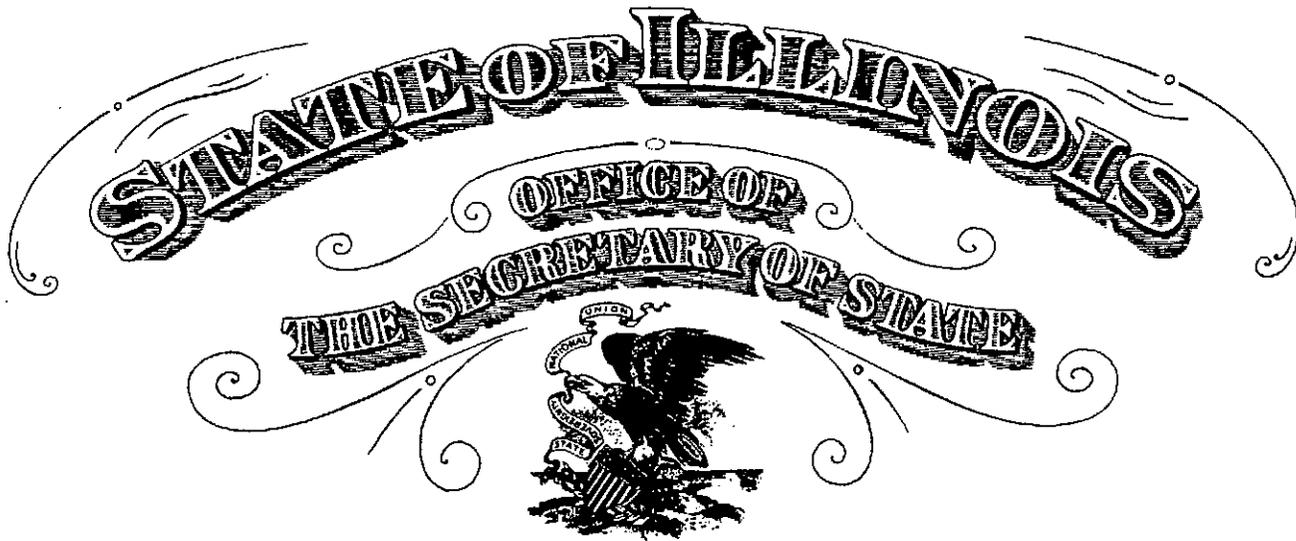
Authenticate at: <http://www.cyberdrfvillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 1ST day of SEPTEMBER A.D. 2009 .

Jesse White

SECRETARY OF STATE

ATTACHMENT 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

MENTOR ABI, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON OCTOBER 15, 2009, 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 FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 0928901096

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 16TH day of OCTOBER A.D. 2009 .

Jesse White

SECRETARY OF STATE

ATTACHMENT 1

CENTER *for*
COMPREHENSIVE
SERVICES

October 15, 2009

Green Harbor Group
Attn: C. Scott Pitcher
15 Spinning Wheel Drive, Suite 106
Hinsdale, IL 60521

Re: 820 Berkshire Lane

To Whom It May Concern:

This letter serves as a letter of intent to lease the property at 820 Berkshire Lane, Des Plaines, IL 60016; from Harbor Group (lessor) to the Center for Comprehensive Services, Inc. (lessee). Final approval and acceptance of this lease agreement is contingent upon satisfactory resolution of all applicable licensure and certificate of need issues involving tenancy from any regulatory bodies.

The initial term of this lease is 3 years beginning January 1, 2010 at a base lease amount of \$3,789.58 per month and an annual amount of \$136,424.88. This is a triple net lease; all operating costs, taxes and utility costs shall be paid by lessee.

Please contact us at (618) 529-3060 ext 447 with any additional questions.

Sincerely,

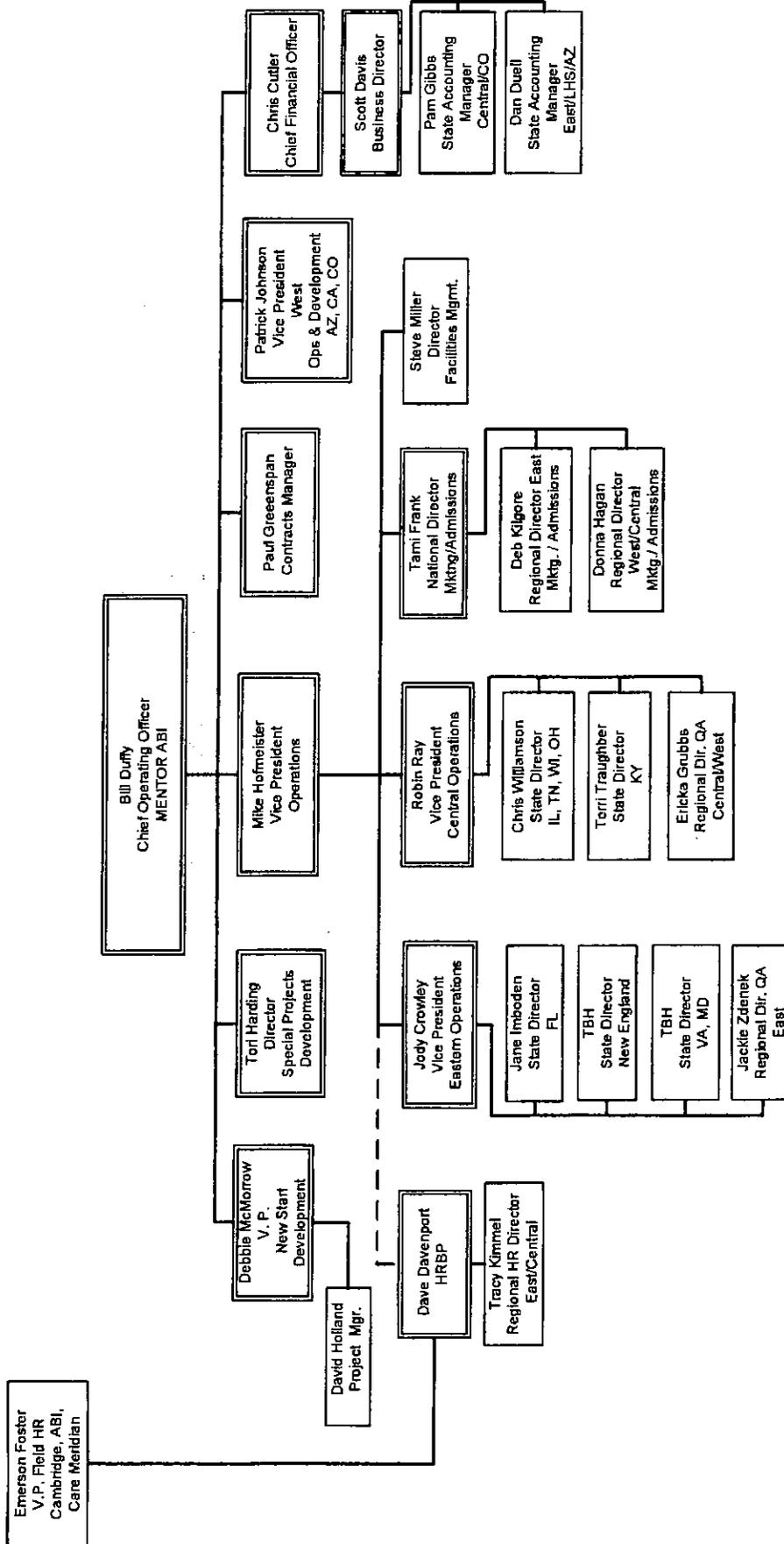

Steve Miller

Facility Operations Director
Center for Comprehensive Services
A partner of Mentor ABI

PO Box 2825, 306 West Mill Street, Carbondale, IL 62901 · phone 618-529-3060 · fax 618-457-5372



National Operations Structure



Denotes
Senior Leadership Team

Revised 10/07/09



FEMA

MSC Viewer



Scale: 5 %



Make a FIRMette

NOTES TO USERS

The following information is provided for your reference. It is not intended to be a substitute for the actual data or maps. The information is provided as a service to the user and is subject to change without notice.

The data is provided as a service to the user and is subject to change without notice. The data is provided as a service to the user and is subject to change without notice.

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PANEL INDEX



ATTACHMENT 4

October 15, 2009

Ms. Anne E. Haaker
Deputy State Historic Preservation Officer
Illinois Historic Preservation Agency
1 Old State Capitol Plaza
Springfield, IL 62701-1507

RE: Proposed establishment of a Community-
Based Residential Rehabilitation Center

Dear Ms. Haaker:

I am in the process of developing a Certificate of Need application, to be filed with the Illinois Health Facilities Services and Review Board, and I am in need of a determination of applicability from your agency.

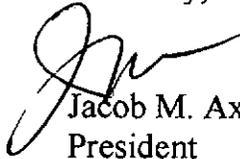
The project proposes the renovation of a home located at 820 Berkshire Lane in Des Plaines. The home is located in a residential neighborhood, with most homes appearing to be less than thirty years old. There are no non residential structures, with the exception of a water tower in the general area, and I do not believe there to be any structures of historical significance in the vicinity.

I have enclosed photographs of the proposed site and maps for your review.

A letter from your office, confirming that the Preservation Act is not applicable to this project would be greatly appreciated.

Should you have any questions, I may be reached at the phone number below.

Sincerely,


Jacob M. Axel
President

enclosures (photographs and maps)

PROJECT COSTS

Preplanning Costs (\$5,000)

Estimate of costs associated with locating a suitable site.

Modernization Cost (\$212,544)

Anticipated costs associated with renovating the existing structure, and including the installation of an elevator, adding wheel-in showers, widening doorways, generally improving accessibility, and installing a fire alarm and control system.

Contingencies (\$19,926)

Allowance for renovation-related contingencies, at \$3.00 per square foot.

Architectural and Engineering Fees (\$32,500)

Estimate of architectural fees, based on projects of similar scope. Services to include design and interface with state and local authorities.

Consulting and Other Fees (\$90,000)

Estimate of legal and CON-related consulting fees, CON and plan review fees, municipal permits, and miscellaneous fees.

Movable and Other Equipment (\$104,000)

Estimate of the cost of furniture and fixtures, office equipment, computer hardware, telecommunications equipment and miscellaneous equipment.

Fair Market Value of Leased Space (\$575,000)

Recent listing price for sale of property.

Other Costs to be Capitalized (\$90,000)

Cost of vehicles used to transport residents, and modified to do so.

Cost Space Requirements

Dept./Area	Cost	Gross Square Feet		Amount of proposed Total Square Feet			Vacated Space
		Existing	Proposed	New Const.	Modernized	As Is	
Reviewable							
Comm-Based Residential							
Rehab. Ctr.	\$ 1,128,970	-	6,642	-	6,642	-	-
TOTAL	\$ 1,128,970	0	6,642	0	6,642	0	0

BACKGROUND OF THE APPLICANT

The co-applicants own and operate one licensed health care facility in Illinois, that being Center for Comprehensive Services-Carbondale. Please refer to ATTACHMENT 61e for licensure and accreditation information.

Attached is a letter, certifying that no adverse actions have been taken against any facility owned and/or operated by either co-applicant, and authorizing the State Board and State Agency to have access to documents consistent with Section 1110.230.a.

October 16, 2009

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 that:

1. Neither Center for Comprehensive Services, Inc. nor Mentor ABI, LLC has had any adverse actions against any facility owned and operated by either entity during the three (3) year period prior to the filing of this application, and
2. Center for Comprehensive Services, Inc. and Mentor ABI, LLC authorizes the State Board and 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 Agency finds pertinent to this application.

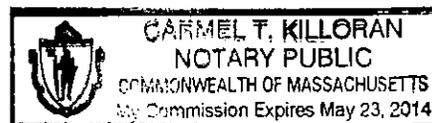
If we can in any way provide assistance to your staff regarding these assurances or any other issue relative to this application, please do not hesitate to call me.

Sincerely,


William Duffy
Chief Operating Officer

NOTARIZED:


10/16/09



ATTACHMENT 10

PURPOSE

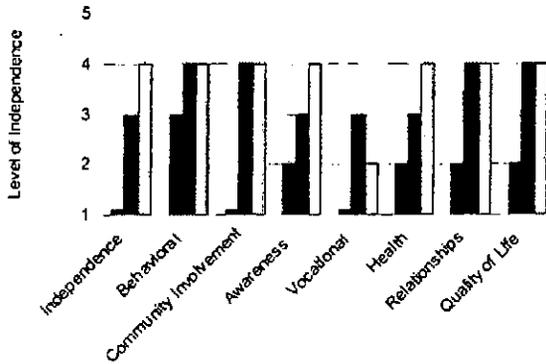
The purpose of the proposed project is to provide residents of the metropolitan Chicago area access to the services of an IDPH-licensed community-based residential rehabilitation center. By doing so, the health care of area residents suffering from acquired brain and spinal cord injuries will be greatly improved. The only such facility in Illinois is operated by the co-applicants, and is located in Carbondale. The center for Comprehensive Services-Chicago, which will be programmatically modeled after the Carbondale program, will address the void in this level of care.

The goal of the center will be to return the patient to his or her optimal living situation in their home community, and with the skills and techniques needed to become independent. The patients' abilities, in terms of independence, are evaluated upon admission, discharge, and one year post discharge, on a scale of 1-5, in eight categories: general independence, behavioral, community involvement, awareness, vocational, health, relationships and quality of life.

Graphs, depicting the evaluations of patients discharged from the Carbondale program are attached.

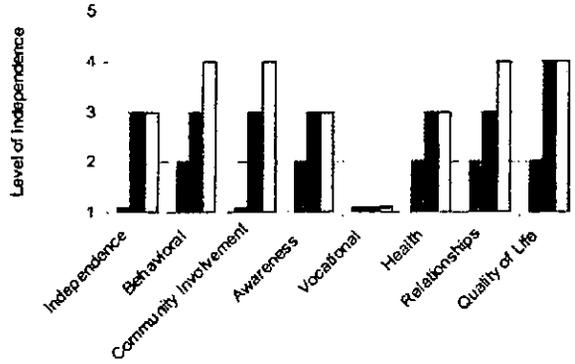
PROGRAM PERFORMANCE

NeuroRehabilitation



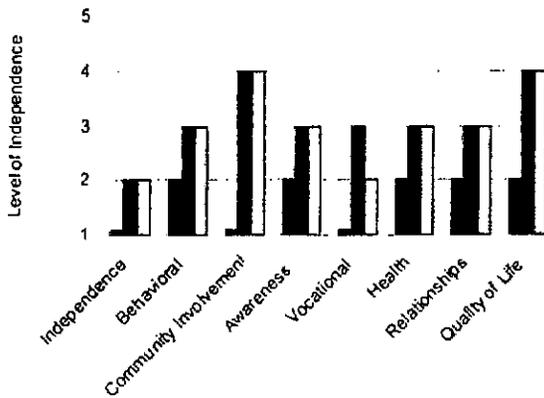
Total persons admitted - 894
Total persons one year follow-up - 361

NeuroBehavioral Rehabilitation



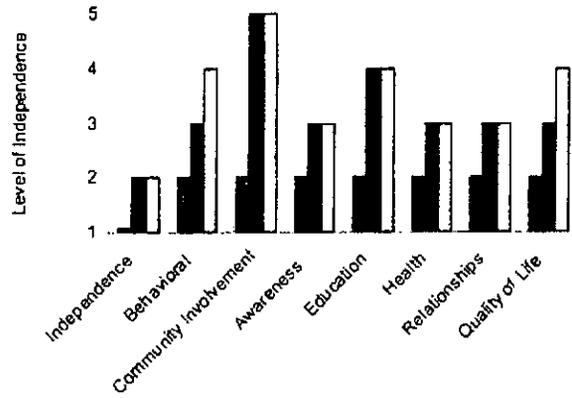
Total persons admitted - 561
Total persons one year follow-up - 190

Supported Living



Total persons admitted - 93
Total persons one year follow-up - 34

Adolescent Integration



Total persons admitted - 244
Total persons one year follow-up - 92

LEGEND



1-YR FOLLOW-UP

The above data represents all persons served in each program since 1992* to the present and evaluated using the Functional Area Outcome Menu (FAOM). The FAOM is available upon request. Of the persons assessed at the one year follow-up, sixty-eight percent maintained or improved their outcomes.

* Except Supported Living-2002

www.mentorabi.com

800-203-5394



BUILDING RELATIONSHIPS.
ENHANCING LIVES.

ATTACHMENT 11

ALTERNATIVES

The co-applicants are seeking a Permit to develop a community-based residential rehabilitation center to be licensed by the Illinois Department of Public Health, intended to operate in manner similar to that of the facility operated by the co-applicants in Carbondale, which is the only IDPH-licensed facility of its kind in Illinois.

Two alternatives were considered by the co-applicants, and both of those alternatives are viewed as being inferior to the proposed project.

Alternative 1, Develop the Center without a CON Permit

This alternative was immediately dismissed, consistent with the co-applicants desire to and practice of complying with all governmental requirements. Had this alternative been selected, the cost would be virtually identical to that of the proposed project, less the CON-related costs. A potential could exist that issues could arise for the Carbondale facility if the co-applicants' elected to also operate an unlicensed facility. Last, and because numerous major third party payors prohibit admission to unlicensed facilities, the population to be served and to benefit from the community-based residential rehabilitation center would be greatly diminished.

Alternative 2, Open all 100 Beds Concurrently

As discussed in other attachments to this application, the proposed center will be approved to operate 100 beds. The co-applicants' model involves the renovation of existing homes for use as "residences", each of which provides between eight and twelve beds. The homes are acquired and owned by a reputable real estate company, unrelated to the co-applicants, and co-applicant Center for Comprehensive Services, Inc. enters into a lease agreement for the property.

The center will, as also discussed in other attachments, renovate and open additional "residences" as demand materializes and as additional nearby homes are acquired. As an alternative, a single 100-bed facility could be constructed or the co-applicants could direct the real estate company to immediately acquire a sufficient number of homes to provide 100 beds. Both of these approaches were dismissed. The single-facility approach is inconsistent with the co-applicants' model of providing home-like "residences", and would necessitate a significant financial commitment, whether the facility were to be owned or leased. The concurrent acquisition of a number of houses would force the co-applicants to lease homes for which they may not have clients.

Please refer to ATTACHMENT 11 for a discussion of the measurable outcome data used by the co-applicants.

SUMMARY COMPARISON OF ALTERNATIVES TO PROPOSED PROJECT

	<u>Cost</u>	<u>Quality</u>	<u>Accessibility</u>
<u>Alternative 1</u> Develop Without a Permit	approx. \$80,000 less in short-term cost no long-term costs	likely to be identical*	less accessibility due to 3 rd party payor requirements
<u>Alternative 2</u> Open 100 Beds Immediately for Renovation:	approx. \$352,000/yr in additional lease payments (short and long-term)	likely to be identical*	likely to be identical*

*identical to the proposed project

SIZE

The IDPH does not maintain space standards for community-based residential rehabilitation centers. The initial residence to be used is a ranch-style home, with a connected two-car garage, and consists of 6,442 square feet, or 805 square feet per bed. The home will undergo significant interior renovation, including the widening of corridors and doorways, the creation of a wheelchair accessible shower facility, and the conversion of the entire residence into a fully accessible residence, meeting and in many instances surpassing all ADA requirements.

UTILIZATION

It has been the experience of the co-applicants that the demand for the types of high quality services provided by Center for Comprehensive Services (CCS) in its licensed facilities, including CCS' Carbondale facility, far exceeds the supply. As a result, CCS-Carbondale operates at near 100% capacity, with beds being vacant for only minimal periods between the time a client is discharged and another is admitted. A similar high occupancy rate (of available beds) is anticipated with CCS-Chicago, and for planning purposes, utilization is projected at 95% of existing capacity, understanding that additional residences, up to a total of 100 beds will be made available over time, and consistent with licensure provisions.

The proposed facility will be the first IDPH-licensed community-based residential rehabilitation center in the Chicago area, and the co-applicants are aware that numerous potential clients have been denied admission to an un-licensed facility in the Chicago area because of certain major third party payors' requirements that care be provided in licensed facilities.

Assuming an average length of stay of 120 days, it is projected that 23-24 patients will be admitted to the initial 8-bed residence, during the first 12-month period following

a 60-day "ramp-up" period. Similar utilization, with a shorter "ramp-up" period is anticipated as additional residences are opened.

STAFFING

The co-applicants are very familiar with the licensure and JCAHO staffing requirements for community-based residential rehabilitation centers, and will meet or surpass all applicable requirements.

The primary methodology used to staff the facility will be the use of advertisements in selected professional journals and major Chicago newspapers. Staff will be interviewed and hired by personnel currently employed in management positions with the co-applicants, and having a full understanding of the requirements of each position to be filled.

The table below identifies the co-applicant's typical staffing plan for an 8-bed residence, as being proposed, and this staffing plan that will be implemented at the proposed facility.

**Center for Comprehensive Services-Chicago
Staffing Plan**

	Placements:							
	1	2	3	4	5	6	7	8
Program Manager (Registered Nurse)	40	40	40	40	40	40	40	40
Case Manager				40	40	40	40	40
Residential Life Skills staff	140	140	252	308	308	332	332	344
LPN residential coverage	128	128	128	128	128	128	128	128
Physical Therapy	4	8	12	16	20	24	28	32
Occupational Therapy	4	8	12	16	20	24	28	32
Speech Language Therapy	4	8	12	16	20	24	28	32
Job coaching, outings	14	28	42	56	70	84	98	112
Total weekly direct hours	334	360	498	620	646	696	722	760
Average hours per calendar day, per placement	48	26	24	22	18	17	15	14
Staff Training hours per week	56	56	56	56	56	56	56	56
Maintenance hours per week	20	20	20	20	20	20	20	20
Medical Director	0.5	1	1.5	2	2.5	3	3.5	4

The personnel identified in the table above, which will all be direct employees of the licensee, will be supported by individuals providing services on a consulting basis, and as required as a result of specific client needs. Attached are sample consulting contracts for a social worker, a neuropsychologist and an activities of daily living (ADL) trainer, provided as examples of the types of relationships the co-applicants' facilities maintain.

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made by and between _Center for Comprehensive Services (CCS) ("Company") and NAME MSW, LCSW, a consultant, who will provide counseling services retained by Company as an independent contractor ("Consultant").

Company and Consultant agree as follows:

- 1. **Term of the Agreement:** This Agreement shall commence at 8:00 AM on April 6, 2009, and shall terminate at 5:00 PM on April 5, 2010 unless terminated earlier by either party, for any or no reason, upon thirty (30) days written notice.
- 2. **Services to be Performed:** Consultant agrees to perform those consulting services for the Avalon Park program, as may be requested by Company. Exhibit "A" to this Agreement contains a description of the general services to be provided by Consultant to Company under this Agreement. Consultant will at all times, and notwithstanding any term or provision of this Agreement, have complete and sole discretion for the manner in which the services provided under this Agreement will be performed. Company will have the sole discretion to determine whether the work performed by Consultant is satisfactory to Company and in compliance with the quality, safety and other standards established by Company. Company shall have the right to bill and receive payment for services provided by Consultant at the discretion of the Company.
- 3. **Qualifications of Consultant:** Consultant represents that she has the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice, direction, or supervision of Company. Consultant will provide Company with all documents requested by Company to establish Consultant's qualifications and appropriate credentials and licenses for the services to be performed under this Agreement. Exhibit "B" to this Agreement sets forth the specific education, certification, licensure and insurance requirements that Consultant must establish and maintain in order to provide the services requested by Company under this Agreement.
- 4. **Compensation:** Consultant will be compensated for all consulting services requested by Company and performed by Consultant at the following rate: \$75.00 an hour; however, no minimum number of hours a week are guaranteed.

32051815.1/85721.000001

Consultant: _____

Company: _____

ATI 32091758v1

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- 5. **Status as Independent Contractor:** Consultant is an independent contractor and not an employee or agent of Company.
- 6. **Control of Work:** In the performance of its consulting services, Consultant at all times has exclusive control over the manner, method and details of all services performed by Consultant without supervision by Company. Consultant will not direct, manage, supervise or control any employees of Company.
- 7. **Non-Exclusivity of Services:** During the term of this Agreement, Consultant shall be free to perform consulting services for persons and business or governmental entities other than Company; provided, however, that in no instance shall Consultant use or disclose any confidential information or trade secrets of Company or its affiliates, clients or consumers other than in the performance of consulting services on behalf of Company.
- 8. **Taxes:** Consistent with Consultant's status as an independent contractor, Company shall withhold no federal, state or local income, social security, Medicare, Medicaid, or other payroll taxes from compensation paid to Consultant under this Agreement. Consultant will obtain the necessary taxpayer identification number from the Internal Revenue Service ("IRS") and provide that number to Company. Company will provide an IRS Form 1099 for amounts paid to the Consultant for services performed during the tax year. Consultant is at all times responsible for paying when due all federal, state and local income taxes, including estimated and self-employment taxes, incurred as a result of the compensation paid by Company to Consultant for services under this Agreement. Consultant agrees to indemnify Company for any claims, costs, losses, fees, penalties, interest, or damages suffered by Company as a result of Consultant's failure to comply with this provision.
- 9. **Benefits:** By executing this Agreement, Consultant agrees that she is only entitled to that compensation as set forth in paragraph 4 of this Agreement, and no other payments, benefits, or other compensation of any kind, including worker's compensation and unemployment insurance benefits.
- 10. **Indemnification:** Consultant shall indemnify, defend and hold harmless Company, and all of its employees, officers, agents, and assigns, from any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, and deficiencies including interest, penalties, attorney's fees, liquidated damages, and costs that Company may incur as a result of any negligence, active or passive fault, or breach by Consultant.

32051815.1/85721.000001

Consultant: _____

Company: _____

AT1 32091758v1

- 11. **Insurance:** Consultant agrees to maintain, throughout the term of this Agreement, professional liability insurance in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 aggregate as required by Florida law, and to provide evidence of such insurance to the Company at any time upon request.
- 12. **Assignments Prohibited:** This Agreement is an agreement for personal services of Consultant who is an independent contractor as contemplated under the laws of the State of Florida and all applicable laws of the United States of America. Therefore, neither this Agreement, nor any right or obligation of Consultant may be transferred, assigned, or encumbered by Consultant without Company's prior written consent, which consent may be withheld for any or no reason. Any purported transfer, assignment or encumbrance without that consent will be void and of no force or effect.
- 13. **Waiver:** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, will constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- 14. **Modification:** No modification or waiver of any provision of this Agreement will be effective unless the same is in writing and signed by the parties and then such modification or waiver will be effective only in the specific instance and for the purpose for which it was given.
- 15. **Notices:** Any notice required to be given under the terms of this Agreement to a party will be in writing and sent via the United States Postal Service, postage prepaid, and addressed to the addresses under such party's signature below.
- 16. **Forum Selection, Venue, and Choice of Law:** The parties expressly agree that the laws of the State of Florida will govern the validity, construction, interpretation, effect, and enforcement of this Agreement. Each party hereby irrevocably and unconditionally consents and submits to the personal jurisdiction of the state and Federal courts located in the State of Florida with respect to any action relative to this Agreement and the parties hereby waive any objection to personal jurisdiction of, venue at, and service of process of any of the aforementioned Federal or state courts.
- 17. **Partial Invalidity:** In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

32051815.1/85721.000001

Consultant: _____

Company: _____

AT1 32091758v1

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- 18. **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof. There are no representations or promises other than those expressly set forth herein. The parties acknowledge that they are relying fully upon the contents of this Agreement and not upon any other promises, representations or warranties, expressed or implied, not contained herein concerning the subject matter hereof to induce them to execute this Agreement. The headings contained in this Agreement are for convenience only and are not intended to modify or affect the meaning of any provision of this Agreement.

CONSULTANT:

COMPANY:

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

Address:

Address:

32051815.1/85721.000001

4

Consultant: _____

Company: _____

AT1 32091758v1

ATTACHMENT 61a

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EXHIBIT "A"

Company and Consultant agree that during the term of this Agreement, Consultant shall perform the following services for Company and its clients:

1. Provide individual and group counseling services.
2. Prepare psychosocial summaries.
3. Prepare and submit report materials, establishing clear objectives of treatment.
4. Provide family treatment and education sessions.
5. Prepare and submit weekly service summaries/counseling notes for each participant seen.
6. Participate in team and conference meetings on designated participants when requested.
7. Assure CARF standards related to Medical Services are adhered to.
8. Pursue continuing education for own position.
9. Maintain Liability Insurance.
10. Provide CEU presentations or other presentations to external parties when requested with ample notice.
11. When requested communicate with External Case Management/Medical Reviewers/Funding Sources relative to the focus of the participant programming and length of stay recommendations.

32051815.1/85721.000001

Consultant: _____

Company: _____

AT1 32091758v1

EXHIBIT "B"

The following is a listing of the specific education, certification, licensure, insurance and other requirements that Consultant must establish and maintain in order to provide the services requested by Company under this Agreement:

Education:
Master of Social Work degree from an accredited University

Certification:

Licenses:
License Clinical Social Worker

Insurance (in addition to that set forth in paragraph 11 of the Agreement):

Other:

32051815.1/85721.000001

Consultant: _____

Company: _____

AT1 32091758v1

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made by and between Center for Comprehensive Services (CCS) ("Company") and NAME, a consultant, who will serve as NeuroPsychologist and Counselor retained by Company as an independent contractor ("Consultant"). This agreement supersedes the previous contract established in August 2007.

Company and Consultant agree as follows:

- 1. **Term of the Agreement:** This Agreement shall commence at 8:00 AM on April 1, 2009, and shall terminate at 5:00 PM on April 30, 2010 unless terminated earlier by either party, for any or no reason, upon thirty (30) days written notice.
- 2. **Services to be Performed:** Consultant agrees to perform those consulting services for the Jacksonville & Orlando programs, as may be requested by Company. Exhibit "A" to this Agreement contains a description of the general services to be provided by Consultant to Company under this Agreement. Consultant will at all times, and notwithstanding any term or provision of this Agreement, have complete and sole discretion for the manner in which the services provided under this Agreement will be performed. Company will have the sole discretion to determine whether the work performed by Consultant is satisfactory to Company and in compliance with the quality, safety and other standards established by Company. Company shall have the right to bill and receive payment for services provided by Consultant at the discretion of the Company.
- 3. **Qualifications of Consultant:** Consultant represents that she has the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice, direction, or supervision of Company. Consultant will provide Company with all documents requested by Company to establish Consultant's qualifications and appropriate credentials and licenses for the services to be performed under this Agreement. Exhibit "B" to this Agreement sets forth the specific education, certification, licensure and insurance requirements that Consultant must establish and maintain in order to provide the services requested by Company under this Agreement.
- 4. **Compensation:** Consultant will be compensated for all consulting services requested by Company and performed by Consultant at the following rate: \$80 per hour for counseling, \$100 per for testing and \$40 per hour for travel time.

32051815.1/85721.000001

Consultant: _____

Company: _____

AT1 32091758v1

ATTACHMENT 61a

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- 5. **Status as Independent Contractor:** Consultant is an independent contractor and not an employee or agent of Company.
- 6. **Control of Work:** In the performance of its consulting services, Consultant at all times has exclusive control over the manner, method and details of all services performed by Consultant without supervision by Company. Consultant will not direct, manage, supervise or control any employees of Company.
- 7. **Non-Exclusivity of Services:** During the term of this Agreement, Consultant shall be free to perform consulting services for persons and business or governmental entities other than Company; provided, however, that in no instance shall Consultant use or disclose any confidential information or trade secrets of Company or its affiliates, clients or consumers other than in the performance of consulting services on behalf of Company.
- 8. **Taxes:** Consistent with Consultant's status as an independent contractor, Company shall withhold no federal, state or local income, social security, Medicare, Medicaid, or other payroll taxes from compensation paid to Consultant under this Agreement. Consultant will obtain the necessary taxpayer identification number from the Internal Revenue Service ("IRS") and provide that number to Company. Company will provide an IRS Form 1099 for amounts paid to the Consultant for services performed during the tax year. Consultant is at all times responsible for paying when due all federal, state and local income taxes, including estimated and self-employment taxes, incurred as a result of the compensation paid by Company to Consultant for services under this Agreement. Consultant agrees to indemnify Company for any claims, costs, losses, fees, penalties, interest, or damages suffered by Company as a result of Consultant's failure to comply with this provision.
- 9. **Benefits:** By executing this Agreement, Consultant agrees that he is only entitled to that compensation as set forth in paragraph 4 of this Agreement, and no other payments, benefits, or other compensation of any kind, including worker's compensation and unemployment insurance benefits.
- 10. **Indemnification:** Consultant shall indemnify, defend and hold harmless Company, and all of its employees, officers, agents, and assigns, from any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, and deficiencies including interest, penalties, attorney's fees, liquidated damages, and costs that Company may incur as a result of any negligence, active or passive fault, or breach by Consultant.

32051815.1/85721.000001

Consultant: _____

Company: _____

AT1 32091758v1

- 11. **Insurance:** Consultant agrees to maintain, throughout the term of this Agreement, professional liability insurance in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 aggregate as required by Florida law, and to provide evidence of such insurance to the Company at any time upon request.
- 12. **Assignments Prohibited:** This Agreement is an agreement for personal services of Consultant who is an independent contractor as contemplated under the laws of the State of Florida and all applicable laws of the United States of America. Therefore, neither this Agreement, nor any right or obligation of Consultant may be transferred, assigned, or encumbered by Consultant without Company's prior written consent, which consent may be withheld for any or no reason. Any purported transfer, assignment or encumbrance without that consent will be void and of no force or effect.
- 13. **Waiver:** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, will constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- 14. **Modification:** No modification or waiver of any provision of this Agreement will be effective unless the same is in writing and signed by the parties and then such modification or waiver will be effective only in the specific instance and for the purpose for which it was given.
- 15. **Notices:** Any notice required to be given under the terms of this Agreement to a party will be in writing and sent via the United States Postal Service, postage prepaid, and addressed to the addresses under such party's signature below.
- 16. **Forum Selection, Venue, and Choice of Law:** The parties expressly agree that the laws of the State of Florida will govern the validity, construction, interpretation, effect, and enforcement of this Agreement. Each party hereby irrevocably and unconditionally consents and submits to the personal jurisdiction of the state and Federal courts located in the State of Florida with respect to any action relative to this Agreement and the parties hereby waive any objection to personal jurisdiction of, venue at, and service of process of any of the aforementioned Federal or state courts.
- 17. **Partial Invalidity:** In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

32051815.1/85721.000001

Consultant: _____

Company: _____

- 18. **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof. There are no representations or promises other than those expressly set forth herein. The parties acknowledge that they are relying fully upon the contents of this Agreement and not upon any other promises, representations or warranties, expressed or implied, not contained herein concerning the subject matter hereof to induce them to execute this Agreement. The headings contained in this Agreement are for convenience only and are not intended to modify or affect the meaning of any provision of this Agreement.

CONSULTANT:

COMPANY:

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

Address:

Address:

32051815.1/85721.000001

4

Consultant: _____

Company: _____

AT1 32091758v1

ATTACHMENT 61a

EXHIBIT "A"

Company and Consultant agree that during the term of this Agreement, Consultant shall perform the following services for Company and its clients:

1. Complete Neuropsychological examinations and screenings and prepare formal reports.
2. Provide counseling services to participants and their families.
3. Review proposed Plan of Care for new admissions when requested.
4. Complete initial assessments of participants upon admission and provide formal report.
5. Participate in team and conference meetings on designated participants when requested.
6. Maintain Liability Insurance.
7. When requested communicate with External Case Management/Medical Reviewers/Funding Sources relative to the focus of the participant programming and length of stay recommendations.
8. Confer with the participant, family and or significant others relative to the participant's psychological needs.

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Consultant: _____

Company: _____

AT1 32091758v1

ATTACHMENT 61a

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EXHIBIT "B"

The following is a listing of the specific education, certification, licensure, insurance and other requirements that Consultant must establish and maintain in order to provide the services requested by Company under this Agreement:

Education:

Ph.D from an accredited University

Certification:

Psychology

Licenses:

License to practice psychology in the State of Florida

Insurance (in addition to that set forth in paragraph 11 of the Agreement):

Other:

32051815.1/85721.000001

Consultant: _____

Company: _____

AT1 32091758v1

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made by and between _Center for Comprehensive Services (CCS) ("Company") and , Access Abilities, Incorporated, a consultant, who will serve as an Activities of Daily Living Trainer retained by Company as an independent contractor ("Consultant"). \

Company and Consultant agree as follows:

- 1. **Term of the Agreement:** This Agreement shall commence at 8:00 AM on April 1, 2009, and shall terminate at 5:00 PM on March 31, 2010 unless terminated earlier by either party, for any or no reason, upon thirty (30) days written notice.
- 2. **Services to be Performed:** Consultant agrees to perform those consulting services for CCS-Orlando, as may be requested by Company. Exhibit "A" to this Agreement contains a description of the general services to be provided by Consultant to Company under this Agreement. Consultant will at all times, and notwithstanding any term or provision of this Agreement, have complete and sole discretion for the manner in which the services provided under this Agreement will be performed. Company will have the sole discretion to determine whether the work performed by Consultant is satisfactory to Company and in compliance with the quality, safety and other standards established by Company. Company shall have the right to bill and receive payment for services provided by Consultant at the discretion of the Company.
- 3. **Qualifications of Consultant:** Consultant represents that she has the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice, direction, or supervision of Company. Consultant will provide Company with all documents requested by Company to establish Consultant's qualifications and appropriate credentials and licenses for the services to be performed under this Agreement. Exhibit "B" to this Agreement sets forth the specific education, certification, licensure and insurance requirements that Consultant must establish and maintain in order to provide the services requested by Company under this Agreement.
- 4. **Compensation:** Consultant will be compensated for all consulting services requested by Company and performed by Consultant at the following rate: \$65.00 per hour.

32051815.1/85721.000001

Consultant: _____

Company: _____

AT1 32091758v1

- 5. **Status as Independent Contractor:** Consultant is an independent contractor and not an employee or agent of Company.
- 6. **Control of Work:** In the performance of its consulting services, Consultant at all times has exclusive control over the manner, method and details of all services performed by Consultant without supervision by Company. Consultant will not direct, manage, supervise or control any employees of Company.
- 7. **Non-Exclusivity of Services:** During the term of this Agreement, Consultant shall be free to perform consulting services for persons and business or governmental entities other than Company; provided, however, that in no instance shall Consultant use or disclose any confidential information or trade secrets of Company or its affiliates, clients or consumers other than in the performance of consulting services on behalf of Company.
- 8. **Taxes:** Consistent with Consultant's status as an independent contractor, Company shall withhold no federal, state or local income, social security, Medicare, Medicaid, or other payroll taxes from compensation paid to Consultant under this Agreement. Consultant will obtain the necessary taxpayer identification number from the Internal Revenue Service ("IRS") and provide that number to Company. Company will provide an IRS Form 1099 for amounts paid to the Consultant for services performed during the tax year. Consultant is at all times responsible for paying when due all federal, state and local income taxes, including estimated and self-employment taxes, incurred as a result of the compensation paid by Company to Consultant for services under this Agreement. Consultant agrees to indemnify Company for any claims, costs, losses, fees, penalties, interest, or damages suffered by Company as a result of Consultant's failure to comply with this provision.
- 9. **Benefits:** By executing this Agreement, Consultant agrees that he is only entitled to that compensation as set forth in paragraph 4 of this Agreement, and no other payments, benefits, or other compensation of any kind, including worker's compensation and unemployment insurance benefits.
- 10. **Indemnification:** Consultant shall indemnify, defend and hold harmless Company, and all of its employees, officers, agents, and assigns, from any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, and deficiencies including interest, penalties, attorney's fees, liquidated damages, and costs that Company may incur as a result of any negligence, active or passive fault, or breach by Consultant.

32051815.1/85721.000001

Consultant: _____

Company: _____

AT1 32091758v1

- 11. **Insurance:** Consultant agrees to maintain, throughout the term of this Agreement, professional liability insurance in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 aggregate as required by Florida law, and to provide evidence of such insurance to the Company at any time upon request.
- 12. **Assignments Prohibited:** This Agreement is an agreement for personal services of Consultant who is an independent contractor as contemplated under the laws of the State of Florida and all applicable laws of the United States of America. Therefore, neither this Agreement, nor any right or obligation of Consultant may be transferred, assigned, or encumbered by Consultant without Company's prior written consent, which consent may be withheld for any or no reason. Any purported transfer, assignment or encumbrance without that consent will be void and of no force or effect.
- 13. **Waiver:** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, will constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- 14. **Modification:** No modification or waiver of any provision of this Agreement will be effective unless the same is in writing and signed by the parties and then such modification or waiver will be effective only in the specific instance and for the purpose for which it was given.
- 15. **Notices:** Any notice required to be given under the terms of this Agreement to a party will be in writing and sent via the United States Postal Service, postage prepaid, and addressed to the addresses under such party's signature below.
- 16. **Forum Selection, Venue, and Choice of Law:** The parties expressly agree that the laws of the State of Florida will govern the validity, construction, interpretation, effect, and enforcement of this Agreement. Each party hereby irrevocably and unconditionally consents and submits to the personal jurisdiction of the state and Federal courts located in the State of Florida with respect to any action relative to this Agreement and the parties hereby waive any objection to personal jurisdiction of, venue at, and service of process of any of the aforementioned Federal or state courts.
- 17. **Partial Invalidity:** In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

32051815.1/85721.000001

Consultant: _____

Company: _____

AT1 32091758v1

- **18. Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof. There are no representations or promises other than those expressly set forth herein. The parties acknowledge that they are relying fully upon the contents of this Agreement and not upon any other promises, representations or warranties, expressed or implied, not contained herein concerning the subject matter hereof to induce them to execute this Agreement. The headings contained in this Agreement are for convenience only and are not intended to modify or affect the meaning of any provision of this Agreement.

CONSULTANT:

COMPANY:

By: _____

By: _____

Name: James H Strawer

Name: David Holland

Date: March 31, 2009

Date: March 31, 2009

Address:
827 Snow Queen Drive
Chuluota, FL 32766

Address:
3701 Avalon Park West Blvd
Orlando, FL 32828

32051815.1/85721.000001

4

Consultant: _____

Company: _____

AT1 32091758v1

ATTACHMENT 61a

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EXHIBIT "A"

Company and Consultant agree that during the term of this Agreement, Consultant shall perform the following services for Company and its clients:

1. Prepare programs to increase the independence of participants in the program.
2. Provide training to participants, their families and the staff of the Center for Comprehensive Services.
3. When requested, attend team meetings and participant conferences.
4. Maintain Liability Insurance.

32051815.1/85721.000001

5

Consultant: _____

Company: _____

AT1 32091758v1

ATTACHMENT 61a

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MANDATED SERVICES

The scope of services to be provided through the proposed community-based residential rehabilitation center will exceed those identified in 210 ILCS 3/35, and will be modeled after the Center for Comprehensive Services in Carbondale, the only IDPH-licensed community-based residential rehabilitation center in Illinois. That facility has become a model for facilities, nation-wide.

The mandated services identified in 210 ILCS 3/35 are: case management, training and assistance with activities of daily living, nursing consultation, traditional therapies (physical, occupational and speech), functional interventions in the residence and community (job placement, shopping, banking, recreation), counseling, self management strategies, productive activities and multiple opportunities for skill acquisition and practice throughout the day.

Below is a list of the services currently offered through the Carbondale facility, and which will be duplicated as clinically appropriate for individual clients in the proposed facility.

- 24-Hour Supervision by trained Life Skilled Therapists
- Medical Direction
- Nursing Services
- Medical Management

- Physical Therapy
- Occupational Therapy
- Neuropsychological Evaluation
- Life Skills Training
- Crisis Intervention & Emergency Response
- Coordination of Physician Visits
- Coordination of all Medical Equipment/Supplies
- Coordination & oversight of Medications
- Speech -Language Pathology
- Behavior Analysis & Therapy
- Case Management Services
- Family Education & Training
- Counseling Services
- Vocational/Productive Activities
- Job Placement & Coaching
- Transportation
- Community Integration Activities
- Drivers Evaluation
- Coordination of Specialty Medical/Physician Consultations
- Coordination of Laboratory & Radiology as needed

Attached, and to provide additional information related to the programs and services to be offered is the webpage for the Comprehensive Care Center in Carbondale.



[About Us >](#)

CCS - Carbondale, IL

To make a referral call 800-203-5394.

The Center for Comprehensive Services (CCS) in Carbondale was established in 1977 as the first dedicated after-hospital rehabilitation program in the country for persons with acquired brain injury. ([Link for Informational PDF File](#))

LOCATION AND SETTING:

Located in Carbondale, Illinois, across from the campus of Southern Illinois University, our facilities provide a unique opportunity for collaborative research efforts and, for some participants, reintegration into post-secondary education.



PROGRAMS:

CCS-Carbondale provides individualized outcome-driven post-acute rehabilitation services for persons with acquired brain injuries and other neurological conditions. While services are provided in the most independent setting possible, the nature and intensity of programming can be adjusted within the environments to accommodate each participant's changing needs.

- NeuroRehabilitation
- NeuroBehavioral
- Adolescent Integration (PHASES)
- Supported Living
- Respite
- Host Home
- Day Treatment
- Outpatient

ATTACHMENT 61b

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Tucker House - NeuroRehabilitation Program

SERVICES:

Our continuum of community-based care for persons with acquired brain injuries includes:

- Physical Therapy
- Speech Language Pathology
- Cognitive Therapy
- Occupational Therapy
- Behavior Therapy
- Medication Management
- Neuropsychological Consultation
- Medical Consulting
- Case Management
- Life Skills Therapy
- Individualized Counseling
- Structured Day Rehab
- Community Reintegration
- Vocational/Productive Activities
- Leisure
- Nursing
- 24-Hour Emergency on Call Support
- 24-Hour Nursing

LICENSURE AND ACCREDITATION:

Residential programs for adults are licensed through the Illinois Department of Public Health, Alternative Health Care Delivery Act – Community-Based Residential Center and Assisted Living, Shared Housing.

The Adolescent Integration Program residences are licensed as a Child Welfare Agency, through the State of Illinois Department of Children and Family Services.

CCS-Carbondale has been recognized for its dedication to quality programming with a 3-year accreditation by the Commission on Accreditation of Rehabilitation Facilities (CARF) for the following programs:

- Brain Injury Residential Rehabilitation Programs (Children and Adolescents, and Adults)

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ATTACHMENT 61b

- Brain Injury Long-Term Residential Services (Adults)
- Brain Injury Home and Community-Based Rehabilitation Programs (Adults)
- Brain Injury Outpatient Rehabilitation Programs (Children and Adolescents, and Adults)
- Brain Injury Vocational Services



FUNDERS:

- Illinois Medicaid
- Kansas Medicaid
- Kentucky Medicaid
- Indiana Medicaid
- Iowa Medicaid
- Tennessee Medicaid, TN Care
- No Fault Insurance Coverage
- Accident and Health Insurance
- Private Pay
- Workers Compensation
- Veterans Administration

PROGRAM DETAILS:

NeuroRehabilitation

NeuroRehabilitation programs use active rehabilitation to maximize neurological recoveries. Individualized functional goals are designed to help persons with acquired brain and spinal cord injury return home, to their communities, and to work or school. Each program plan is distinct with specific goals relating to medical, physical, cognitive, and emotional areas of concern. A comprehensive evaluation is facilitated across therapeutic disciplines prior to the establishment of functional outcome goals. Our functional therapy approach combines opportunities for therapeutic follow-through, skill acquisition, and practice in real-life settings with family training and comprehensive discharge planning.

The NeuroRehabilitation program also provides Outpatient services, Day Treatment services, and Functional Evaluation services as well as specialized services for persons with mild traumatic brain and spinal cord injuries.

Services may be provided in intensive environments, small group congregate or apartment settings with varying degrees of support and outpatient or day treatment settings.

NeuroBehavioral

NeuroBehavioral rehabilitation refers to the organized delivery of assistance to persons with acquired brain injury. The focus is on teaching behavioral alternatives to various unwanted or dangerous behaviors. This model is intended to enhance participant involvement in daily routines and aspects of the community, which are selected by that individual and to enable him or her to do so in a more autonomous fashion. The approach is based upon the tenets of Personal Intervention which prioritizes the use of positive reinforcement or educative interventions that support desired behavior, rather than the delivery of artificial consequences for undesired behavior.

The NeuroBehavioral Program has developed a specialized substance abuse tract for individuals with substance abuse issues in conjunction with an acquired brain injury. In order to address complex cognitive, behavioral, and emotional issues as well as substance abuse, the program provides practical self-management strategies to teach alternative behaviors and life-styles. Because relapse is likely in the course of treatment, strategies are taught in community-based settings that approximate the person's eventual living environment.



Shawnee House - NeuroBehavioral Program

The CCS Personal Intervention service delivery model used in our NeuroBehavioral Program focuses on teaching behavioral alternatives to unwanted or dangerous behaviors. Our interventions are based on positive reinforcement or appropriate levels of staff support that encourages desired behavior. By employing proactive teaching approaches to facilitate behavior change, Personal Intervention increases opportunities for lasting, positive outcomes. The Personal Intervention Ultra-High Risk Protocol uses the basic tenets of this model in a staff secured residential setting to reduce the potential for psychiatric placements or hospitalization for participants who require intervals of increased behavioral support.

The Neurobehavioral programs utilize a continuum of living environments, ranging from intensive and secure congregate group settings to semi-independent apartment settings.

Adolescent Integration Program

Adolescents and children who have a brain injury may experience a wide range of physical, emotional, behavioral, cognitive, and social challenges. These challenges interact with the typical adolescent growth and developmental milestones to result in unique rehabilitation needs. The Adolescent Integration Program recognizes these unique challenges and combines an array of contemporary cognitive, medical, and behavioral rehabilitation strategies within a transdisciplinary model and weaves in typical child and adolescent developmental experiences. Whether the barriers to successful re-entry are physical limitations, cognitive difficulties, or serious unwanted behaviors, our staff and students strive together to meet the challenges they face every day. The residential, on-site school, and community daily living experiences are structured to look and feel natural to the children, adolescents, and their parents. We live, learn, study, and play together in an environment designed specifically to achieve successful rehabilitation in a least restrictive manner. When a participant has achieved academic success in our program, we work directly with the family and local school system to ensure successful re-entry into their home, social, and academic setting. Summer rehabilitation enrichment, substance programming and vocational preparation are also available.

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ATTACHMENT 61b

Services may be provided in intensive residential, small group congregate, host home, outpatient, or day treatment settings.

Supported Living Programs & Ongoing Support

The Supported Living Programs are designed to help persons with acquired brain injuries, spinal cord injuries, and other neurological disorders live a full and productive life. Individualized support services are provided in home-like community settings. Programs are designed to enable each participant to preserve the goals reached in earlier stages of rehabilitation and to sustain their preferred quality of life. Opportunities for continued skill building are fostered through involvement in the life of the community and the integration of social, productive and recreational endeavors into each participant's daily life. Our flexible, interconnected system of therapeutic options, living environments and community resources are as diverse as the persons we serve. By sharing resources with the CCS NeuroRehabilitation and NeuroBehavioral programs, we are able to serve individuals with varying medical, behavioral and socially complex needs. Our continuum of vocational/productive activity services include: competitive employment, supported employment, enclaves, volunteer opportunities, sheltered employment, recreational/educational endeavors and pre-vocational training.

Services may be provided in various living environments, including small group congregate homes, supervised apartments, in an individuals home with varying degrees of support, or in a day program setting.

Respite Services

Individualized respite options can be put in place when persons are in need of a temporary increase in medical or behavioral support or to provide periodic respite to caregivers. Support is provided by skilled care providers in areas including medical management, behavioral therapy, living skills, recreation, and work activities in a safe and home-like environment. Supported vacations are also available.

Services may be provided in intensive residential or small group congregate living settings.

CONTACT:

CCS - Carbondale, 306 West Mill Street, Carbondale, Illinois 62901.

800-203-5394 or email: abiinfo@thementornetwork.com

UNIT SIZE

The proposed community-based residential rehabilitation center will consist of a total of 100 beds, with the initial residence consisting of eight beds and being located at 820 Berkshire Lane in Des Plaines. Subsequent residences will be developed in response to demand and as appropriate houses become available in Des Plaines and potentially the surrounding suburban communities; within a geographic area that will allow common management and the sharing of selected personnel among the residences. No residence will consist of fewer than six beds nor more than twelve beds.

The co-applicants acknowledge that additional residences under the 100-bed license cannot be established without the approval of the IHFSRB to do so.

UTILIZATION

It has been the experience of the co-applicants that the demand for the types of high quality services provided by Center for Comprehensive Services (CCS) in its licensed facilities, including CCS' Carbondale facility, far exceeds the supply. As a result, CCS-Carbondale operates at near 100% capacity, with beds being vacant for only minimal periods between the time a client is discharged and another is admitted. A similar high occupancy rate (of available beds) is anticipated with CCS-Chicago, and for planning purposes, utilization is projected at 95% of existing capacity, understanding that additional residences, up to a total of 100 beds will be made available over time, and consistent with licensure provisions.

The proposed facility will be the first IDPH-licensed community-based residential rehabilitation center in the Chicago area, and the co-applicants are aware that numerous potential clients have been denied admission to an un-licensed facility in the Chicago area because of certain major third party payors' requirements that care be provided in licensed facilities.

Assuming an average length of stay of 120 days, it is projected that 23-24 patients will be admitted to the initial 8-bed residence, during the first 12-month period following

a 60-day "ramp-up" period. Similar utilization, with a shorter "ramp-up" period is anticipated as additional residences are opened.

BACKGROUND OF THE APPLICANT

The co-applicants operate the only IDPH-licensed community-based residential rehabilitation center in Illinois, and that facility will serve as a model for the proposed facility. In addition, the co-applicants operate similar programs, also modeled after the Carbondale program, in nineteen other states. Center for Comprehensive Services/MENTOR ABI is recognized nationwide for its services for those with acquired brain injuries. As such, the co-applicants are experienced and are well qualified to operate the proposed facility.

The clients of the programs operated by the co-applicants include individuals who have experienced brain injury as a result of trauma through work, accident or military service. Veterans are served in many of the co-applicants' programs, and it is the co-applicants' belief that there is a pressing need to provide high quality and specialized care to veterans returning from active service having acquired brain injuries.

Aside from returning veterans, traumatic brain injury survivors are often young to middle-aged and need extensive physical, occupational and speech therapy, as well as medical oversight, neuropsychological, behavioral and academic/vocational services not typically provided in the nursing home setting.



January 31, 2007

Cynthia C. Davie, CCC-SLP/L
Vice President, Adolescent Integration/Regulatory Compliance
Center for Comprehensive Services
Post Office Box 28525
Carbondale, IL 62902-2825

Dear Mrs. Davie:

It is my pleasure to inform you that your organization has been accredited by CARF for a period of three years for the following programs:

- Brain Injury Home- and Community-Based Rehabilitation Programs (Adults)
- Brain Injury Long-Term Residential Services (Adults)
- Brain Injury Outpatient Rehabilitation Programs (Adults)
- Brain Injury Outpatient Rehabilitation Programs (Children and Adolescents)
- Brain Injury Residential Rehabilitation Programs (Adults)
- Brain Injury Residential Rehabilitation Programs (Children and Adolescents)
- Brain Injury Vocational Services (Adults)

This accreditation will extend through November 2009. This achievement is an indication of your organization's dedication and commitment to improving the quality of the lives of the persons served. Services, personnel, and documentation clearly indicate an established pattern of practice excellence.

Your organization should take pride in achieving this high level of accreditation. CARF will recognize this accomplishment in its listing of organizations with accreditation, and we encourage you to make this accomplishment known throughout your community. Communication of this award to your referral and funding sources, the media, and local and federal government officials will promote and distinguish your organization. Enclosed are some materials that will help you publicize this achievement.

The survey report is intended to support a continuation of the quality improvement of your programs. It contains comments on your organization's strengths as well as suggestions and recommendations. A quality improvement plan demonstrating your efforts to implement the survey recommendations must be submitted within the next 90 days to retain accreditation. Guidelines and the form for completing the plan are enclosed for your use. Please submit this report to the attention of the customer service unit Administrative Coordinator.

Your Certificate of Accreditation is being sent under separate cover. Please note that you may use the enclosed form to order additional copies of the certificate.

CARF INTERNATIONAL

4891 East Grant Road
Tucson, Arizona 85712-2704 USA
Toll free 888 281 6531
Tel/TTY 520 325 1044
Fax 520 318 1129
www.carf.org

CARF-CCAC

1730 Rhode Island Avenue, NW, Suite 209
Washington, DC 20036-3120 USA
Toll free 866 888 1122
Tel 202 587 5001
Fax 202 587 5009
www.carf.org/avinc

CARF Canada

10665 Jasper Avenue, Suite 1400A
Edmonton, Alberta T5E 0E6 Canada
Toll free 877 434 5444
Tel 780 429 2538
Fax 780 426 7274
www.carfcanada.ca

ATTACHMENT 010

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If you have any questions regarding your organization's accreditation, you are encouraged to seek support from a Resource Specialist in your customer service unit by calling extension 174.

We encourage your organization to continue fully and productively using the CARF standards as part of your ongoing commitment to accreditation. We commend your commitment and consistent efforts to improve the quality of your programs. We look forward to working with your organization in the future.

Sincerely,



Brian J. Boon, Ph.D.
President/CEO

aef
Enclosures



January 30, 2004

Cynthia C. Davie, M.S., CCC-SLP/L,
Vice President – Adolescent Services/Regulatory Compliance
Center for Comprehensive Services
Post Office Box 2825
Carbondale, IL 62902-2825

Dear Mrs. Davie:

It is my pleasure to inform you that your organization has been accredited by CARF for a period of three years for the following programs:

- Brain Injury Home- and Community-Based Rehabilitation Programs (Adults)
- Brain Injury Long-Term Residential Services (Adults)
- Brain Injury Outpatient Rehabilitation Programs (Adults)
- Brain Injury Outpatient Rehabilitation Programs (Children and Adolescents)
- Brain Injury Residential Rehabilitation Programs (Adults)
- Brain Injury Residential Rehabilitation Programs (Children and Adolescents)
- Brain Injury Vocational Services (Adults)

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The survey report is intended to support a continuation of the quality improvement of your programs. It contains comments on your organization's strengths as well as suggestions and recommendations. A quality improvement plan demonstrating your efforts to implement the survey recommendations must be submitted within the next 90 days to retain accreditation. Guidelines and the form for completing the plan are enclosed for your use. Please submit this report to the attention of the customer service unit Administrative Coordinator.

CARF INTERNATIONAL

4891 East Grant Road
Tucson, Arizona 85712 USA
Tel/TTY 520 325 1044 ■ Fax 520 318 1129
www.carf.org

CARF-CCAC

2519 Connecticut Avenue, NW
Washington, DC 20008 USA
Tel: 202 783 7286 ■ Fax 202 220 0022
www.ccaonline.org

CARF CANADA

10665 Jasper Avenue, Suite 1400A
Edmonton, Alberta, T5L 3S9 Canada
Tel 780 429 2538 ■ Fax 780 426 7274
www.carfcanada.ca

ATTACHMENT 61c

In about five weeks, your organization will be sent a Certificate of Accreditation. In order to be certain that our information is correct, it is important that you complete and return the enclosed Certificate Order Form promptly. Please note that you may use this form to order additional copies of the certificate.

If you have any questions regarding your organization's accreditation, you are encouraged to seek support from Mary Jo Fitzgerald, Resource Specialist in the Medical Rehabilitation Customer Service Unit, at extension 148.

We encourage your organization to continue fully and productively using the CARF standards as part of your ongoing commitment to accreditation. We commend your commitment and consistent efforts to improve the quality of your programs. We look forward to working with your organization in the future.

Sincerely,



Brian J. Boon, Ph.D.
President/CEO

ear
Enclosures



Rod R. Blagojevich, Governor
Damon T. Arnold, M.D., M.P.H., Director

525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.idph.state.il.us

LICENSE, PERMIT CERTIFICATION, REGISTRATION

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

Alternative Health Care Delivery Act and the Community-Based Residential Rehabilitation Center Demonstration Program Code (77Ill. Adm. Code 220)

Licensed number of Beds	Expiration Date	License Identification
100	1/01/10	4000021

Center for Comprehensive Services
306 W. Mill St.
Carbondale, IL 62901

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

ATTACHMENT 61e



Rod R. Blagojevich, Governor
Damon T. Arnold, M.D., M.P.H., Director

525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.idph.state.il.us

February 15, 2008

Ms. Samie Woolridge, Manager
Chippewa House
24 Chippewa
Carbondale, Illinois 62901

Re: Annual Licensure Survey

Dear Ms. Woolridge:

On February 6, 2008, Lynda Kovarik, with the Illinois Department of Public Health conducted an annual licensure survey at your establishment. Upon review of the records and on-site analysis, it was determined your establishment was in general compliance with the requirements of the Assisted Living and Shared Housing Establishment Code. Also please note with the passage of House Bill 1611 the Department is extending your existing license for an additional year. All fees and renewal applications will continue to be sent out on a yearly basis.

If you have any questions about this correspondence, please contact my staff at 217-785-9174 or our TTY number (for hearing impaired only) 800-547-0466.

Sincerely,

Lynda Kovarik, RN, PSA
Program Manager
Division of Assisted Living
Office of Health Care Regulation

LK:cs

Attachment



Rod R. Blagojevich, Governor
Damon T. Arnold, M.D., M.P.H., Director

525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.idph.state.il.us

February 22, 2008

Re: Two Year Assisted Living or Shared Housing License

Dear Sir or Madam:

With the passage of House Bill 1611 on September 10, 2007, the Illinois Department of Public Health (IDPH) is able to issue **Two Year Assisted Living or Shared Housing licenses**. Two year licenses are only issued to those Assisted Living or Shared Housing establishments that meet the specific criteria defined in House Bill 1611 (attached). **Since your establishment meets the HB1611 criteria and your last survey was in 2007, the enclosed license extends your expiration date until 2009.**

Regardless of having a Two Year license, IDPH will continue to **annually** distribute renewal applications for your completion. The renewal application with accompanying documentation **and application fee** must be submitted annually.

If you have any questions, please contact Suzanne Grubb at (217) 782-2448.

Sincerely,

A handwritten signature in cursive script that reads "Lynda Kovarik R.N., PSA".

Lynda Kovarik, R.N., PSA,
Program Manager
Division of Assisted Living
Office of Health Care Regulation

LK:cs

ATTACHMENT 61e

Income Statement (000s)

	CCS, Inc FY06	CCS, Inc FY07	CCS, Inc FY08	CCS, Inc FY12	ABI, LLC FY12
Net revenues	41,641	42,490	46,715	71,520	53,136
Cost of revenues	24,268	26,047	29,486	45,143	33,539
Gross profit	17,373	16,443	17,229	26,377	19,597
Operating expenses:					
General and administrative	6,047	6,003	6,221	9,524	7,076
G&A -Central support allocation	1,784	1,803	1,927	2,950	2,192
Stock Option settlement	1,842				
Transaction costs	399				
Depreciation and amortization	1,679	4,031	4,101	6,279	4,665
Total operating expenses	11,751	11,837	12,252	18,753	13,933
Income (loss) from operations	5,622	4,606	4,977	7,624	5,665
Other income (expense):					
Management fee of related party	(17)	(38)	(60)	(92)	(68)
Other (expense) income, net	15	5	(177)	0	0
Interest income	38	38	23	35	26
Interest expense	(2,863)	(2,136)	(2,136)	(3,270)	(2,429)
Income from continuing ops before income tax	2,795	2,475	2,627	4,298	3,193
Provision (benefit) for income taxes	829	402	781	1,278	949
(Loss) income from continuing operations	1,966	2,073	1,846	3,020	2,244
Loss from discontinued operations	0	0	0	0	0
Net (loss) income	1,966	2,073	1,846	3,020	2,244

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Balance Sheet (000s)

Center for Comprehensive Services, Inc.

Assets	CCS, Inc FY06	CCS, Inc FY07	CCS, Inc FY08	CCS, Inc FY12	Mentor ABI, LLC. FY12
Current assets					
Cash and cash equivalents	421	324	170	260	193
Restricted cash		7	7	11	8
Accounts receivable, net of allowance	7,949	8,731	9,353	14,310	10,632
Deferred tax assets, net	0	0	0	0	0
Intercompany receivables	7,610	7,610	7,610	11,643	8,650
Prepaid expenses and other current assets	220	239	197	301	224
Total current assets	16,200	16,911	17,337	26,526	19,707
Property and equipment, net	3,693	4,438	6,405	9,800	7,281
Intangible assets, net	48,276	45,359	42,441	30,441	22,616
Goodwill	0	0	0	0	0
Other assets	835	784	857	1,311	974
Total assets	69,004	67,492	67,040	102,571	76,206
Liabilities and shareholder's (deficit) equity					
Current liabilities:					
Accounts payable	473	723	1,432	2,191	1,628
Intercompany payables	32,570	28,633	25,542	39,079	29,034
Accrued payroll and related costs	240	156	517	791	588
Other accrued liabilities	512	739	493	754	560
Obligations under capital lease, current	67	50	22	34	25
Current portion of long-term debt	0	0	0	0	0
Total current liabilities	33,862	30,301	28,006	42,849	31,835
Other long-term liabilities	247	273	292	447	332
Deferred tax liabilities, net	0	0	0	0	0
Obligations under capital lease, less current portion	93	43	22	34	25
Long-term debt, less current portion	0	0	0	0	0
Commitments and contingencies	0	0	0	0	0
Shareholder's (deficit) equity					
Common stock	0	0	0	0	0
Parent Company Equity	10,893	10,893	10,892	16,665	12,381
Additional paid-in capital	0	0	0	0	0
Accumulated other comprehensive loss, net of tax	0	0	0	0	0
(Accumulated deficit) retained earnings	23,909	25,982	27,828	42,577	31,633
Total shareholder's (deficit) equity	34,802	36,875	38,720	59,242	44,014
Total liabilities and shareholder's (deficit) equity	69,004	67,492	67,040	102,571	76,206

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CALCULATION OF FINANCIAL VIABILITY RATIOS				
	Center for Comprehensive Services, Inc.			
	FY 2006	FY 2007	FY 2008	FY 2012
Current Ratio:	<u>69,004</u>	<u>16,911</u>	<u>17,337</u>	<u>102,571</u>
	33,826	30,301	28,006	42,849
Net Margin Percentage:	<u>1,966</u>	<u>2,073</u>	<u>1,846</u>	<u>3,020</u>
	41,641	42,490	46,715	71,520
	Mentor ABI, LLC			
	FY 2006	FY 2007	FY 2008	FY 2012
Current Ratio:				<u>19,707</u>
				31,385
Net Margin Percentage:				<u>2,240</u>
				53,136

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE

	A	B		C		D		E		F		G		H		Total	
		Cost/Sq. 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)		Costs
Reviewable																	
Comm.-Based Residential																	
Rehab. Ctr.		\$	32.00		6,642									\$	212,544	\$	212,544
contingency		\$	3.00											\$	19,926	\$	19,926
		\$	35.00											\$	232,470	\$	232,470

START-UP COSTS

For planning purposes, it is estimated that approximately \$100,000 in start-up costs will be incurred in conjunction with the opening of the first 8-bed residence. This represents approximately one month's anticipated operating costs, which include primarily staffing and staff training as well as initial supplies.

CENTER FOR COMPREHENSIVE SERVICES-CHICAGO
YEAR 2 OF OPERATION

OPERATING COSTS

	FACILITY
salaries & benefits	\$548,000
supplies	<u>\$17,000</u>
TOTAL	\$565,000

Patient Days: 2,774

Operating cost/ pt day*	\$203.68
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CAPITAL COSTS

interest	\$ 1,500
depreciation & amortization	<u>\$ 103,400</u>
	\$ 104,900

Patient Days: 2,774

project capital cost per patient day*:	\$37.82
facility capital cost per patient day*:	\$37.82

*for inpatient units, unadjusted patient days are used per discussion with State Agency staff on June 26, 2007

SAFETY NET IMPACT STATEMENT

Community-based residential rehabilitation centers do not provide acute care services. The proposed facility, however, will be the first IDPH-licensed center in the metropolitan Chicago area.

The co-applicants operate Illinois' only IDPH-licensed community-based residential rehabilitation center, Center for Comprehensive Services-Carbondale. Identified below is the amount of Medicaid services provided by that facility, during each of the last three fiscal years:

FY 2009	\$18,010,234
FY 2008	\$16,910,234
FY 2007	\$14,654,762

Medicaid services increased by nearly 23% over the past two years.

Center for Comprehensive Services-Carbondale does not have a mechanism in place to track the amount of charity care provided, as is common in the hospital setting. Un-reimbursed care provided over the past three years amounted to the following: \$40,559 in FY 2006, \$109,787 in FY 2007, and \$70,436 in FY 2008. These amounts reflect care provided to individuals unable to pay due to an indigent status.

In addition the co-applicants work closely with the United States Veteran's Administration on programming for military personnel acquiring traumatic brain injuries through active service. Last, and due in major part to CCS's unique programming, the Carbondale center serves as a research site for a variety of studies, offers joint programs with Southern Illinois University, and provides externship opportunities for a number of area universities.