

Axel & Associates, Inc.

MANAGEMENT CONSULTANTS

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MAR 09 2012

**HEALTH FACILITIES &
SERVICES REVIEW BOARD**

by FedEx

March 8, 2012

Mr. Michael Constantino
c/o Illinois Health Facilities and
Services Review Board
525 West Jefferson
Springfield, IL 62761

RE: Project 12-006
Elmhurst Memorial Healthcare
and Elmhurst Memorial Hospital
Discontinuation of Hospital Services on
Berteau Avenue Campus
Elmhurst, Illinois

Dear Mike:

Enclosed please find a number of documents that have become available subsequent to the filing of the above-referenced application. Specifically, enclosed are the following:

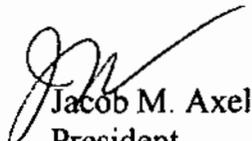
- a transfer agreement with MacNeal Hospital and VHS Westlake Hospital for acute mental illness (AMI) services
- a transfer agreement with Alexian Brothers Behavioral Health Hospital for AMI services
- a transfer agreement with Naperville Psychiatric Ventures d/b/a Linden Oaks Hospital for AMI services
- a transfer agreement with Hartgrove Hospital for AMI services
- a transfer agreement with Marianjoy Rehabilitation Hospital and Clinics, Inc. for sub-acute rehabilitation/skilled nursing services
- a transfer agreement with Manorcare of Westmont for skilled nursing care (SNF) services
- a transfer agreement with Windsor Park for SNF services,
- a transfer agreement Elmbrook HC for SNF services,
- a transfer agreement with Meadowbrook manor for SNF services,
- a transfer agreement with The Renaissance at Hillside for SNF services,

- a transfer agreement with Elmhurst Extended care Center for SNF services,
- a transfer agreement with Bridgeway Christian Village for SNF services,
- impact letters in response to review criterion 1110.130.c from the following providers:
 - Northwest Community Hospital (superceding prior letter)
 - Linden Oaks Hospital
 - Hartgrove Hospital
 - Alexian Brothers Behavioral Health Hospital
 - Streamwood Behavioral Healthcare System
 - Riveredge Hospital

These documents are being provided to allay any potential concern on the part of either the Board or its Staff that the proposed discontinuation will have a material impact on access to services. Clearly, readily-accessible providers of both acute mental illness and skilled nursing services are available and willing to accept patients, and the applicants have developed appropriate relationships to facilitate any necessary patient transfers.

Thank you for the opportunity to provide this information, and should any questions arise during the review of this project's application, please do not hesitate to contact me.

Sincerely,


Jacob M. Axel
President

enclosures

cc: G. Warner

**TRANSFER AGREEMENT
BY AND AMONG
VHS OF ILLINOIS, INC. D/B/A MACNEAL HOSPITAL,
VHS WESTLAKE HOSPITAL, INC. , D/B/A WESTLAKE HOSPITAL AND
ELMHURST MEMORIAL HOSPITAL**

THIS TRANSFER AGREEMENT ("Agreement") is entered into as of the 8th day of Feb., 2012, by and among VHS of Illinois, Inc. d/b/a MacNeal Hospital and VHS Westlake Hospital, Inc. d/b/a Westlake Hospital (each, a "Receiving Hospital") and Elmhurst Memorial Hospital an Illinois non-profit corporation ("Transferring Facility") (each a "Party" and collectively "Parties").

WHEREAS, Transferring Facility operates a general acute care hospital facility;

WHEREAS, each Receiving Hospital operates a general acute hospital and ancillary facilities;

WHEREAS, Transferring Facility receives from time to time patients who are in need of specialized behavioral health inpatient services not available at Transferring Facility and Receiving Hospitals provide such specialized services;

WHEREAS, the Parties are legally separate organizations and the Receiving Hospitals are not related in any way to the Transferring Facility through common ownership or control; and

WHEREAS, the Parties wish to join together to develop a relationship for the provision of health care services in order to assure continuity of care for patients and to ensure accessibility of services to patients.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants, agreements and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually agreed by the Parties as follows:

ARTICLE I.

Patient Transfers

1.1. **Acceptance of Patients.** Upon recommendation of an attending physician and pursuant to the provisions of this Agreement, each Receiving Hospital agrees to admit a patient meeting its inclusion criteria, as provided to Transferring Facility, as promptly as possible, provided customary admission requirements are met, State and Federal laws and regulations are met, and Receiving Hospital has the capacity to treat the patient. Notice of the transfer shall be given by Transferring Facility as far in advance as possible. Receiving Hospital shall give prompt confirmation of whether it can provide health care appropriate to the patient's medical

needs. Receiving Hospital agrees to exercise its best efforts to provide for prompt admission of transferred patients and, to the extent reasonably possible under the circumstances, give preference to patients requiring transfer from Transferring Facility.

1.2. Appropriate Transfer. If applicable, it shall be Transferring Facility's responsibility to arrange for appropriate and safe transportation and to arrange for the care of the patient during a transfer. The Transferring Facility shall ensure that the transfer is an "appropriate transfer" under the Emergency Medical Treatment and Active Labor Act, as may be amended ("EMTALA"), and is carried out in accordance with all applicable laws and regulations. The Transferring Facility shall provide in advance sufficient information to permit a determination as to whether the Receiving Hospital can provide the necessary patient care. The patient's medical record shall contain a physician's order transferring the patient. When reasonably possible, a physician from the Transferring Facility shall communicate directly with a physician from the Receiving Hospital before the patient is transferred.

1.3. Transfer Log. The Transferring Facility shall keep an accurate and current log of all patients transferred to the Receiving Hospital and the disposition of such patient transfers as part of its log kept in compliance with EMTALA.

1.4. Admission to the Receiving Hospital from Transferring Facility. When a patient's need for admission to the Receiving Hospital is determined by his/her attending physician, Receiving Hospital shall admit the patient in accordance with the provisions of this Agreement as follows:

(a) Patients determined to be emergent by the attending physician shall be admitted, subject to bed, space, qualified personnel and equipment availability, provided that all usual conditions of admission to Receiving Hospital are met.

(b) All other patients shall be admitted according to the established routine of Receiving Hospital.

1.5. Standard of Performance. Each Party shall, in performing its obligations under this Agreement, provide patient care services in accordance with the same standards as services provided under similar circumstances to all other patients of such Party, and as required by federal and state laws and Medicare/Medicaid certification standards. Each Party shall maintain all legally required certifications and licenses from all applicable governmental and accrediting bodies, and shall maintain full eligibility for participation in Medicare and Medicaid. Receiving Hospital shall maintain accreditation by The Joint Commission ("TJC") or the Healthcare Facilities Accreditation Program ("HFAP").

1.6. Billing and Collections. Each Party shall be entitled to bill patients, payors, managed care plans and any other third party responsible for paying a patient's bill, for services rendered to patients by Party and its employees, agents and representatives under this Agreement. Each Party shall be solely responsible for all matters pertaining to the billing and collection of such charges. The Parties shall reasonably cooperate with each other in the preparation and completion of all necessary forms and documentation and the determination of

insurance coverage and managed care requirements for each transferred patient. Each Party shall have the sole final responsibility for all forms, documentation, and insurance verification.

1.7. Personal Effects. Personal effects, if any, of any transferred patient shall be delivered to the transfer team or admissions department of the Receiving Hospital. Personal effects include money, jewelry, personal papers and articles for personal hygiene.

ARTICLE II.

Medical Records

Subject to applicable confidentiality requirements, the Parties shall exchange all information which may be necessary or useful in the care and treatment of the transferred patient or which may be relevant in determining whether such patient can be adequately cared for by the other Party. All such information shall be provided by the Transferring Facility in advance, where possible, and in any event, at the time of the transfer. The Transferring Facility shall send a copy of all patient medical records that are available at the time of transfer to the Receiving Hospital. Other records shall be sent as soon as practicable after the transfer. The patient's medical record shall contain evidence that the patient was transferred promptly, safely and in accordance with all applicable laws and regulations.

ARTICLE III.

Term and Termination

3.1. Term. This Agreement shall be effective as of the day and year written above and shall remain in effect until terminated as provided herein.

3.2. Termination. This Agreement may be terminated as follows:

(a) Termination by Mutual Consent. The Parties may terminate this Agreement at any time by mutual written consent, and such termination shall be effective upon the date stated in the consent.

(b) Termination Without Cause. Either Party may terminate this Agreement, for any reason whatsoever, upon thirty (30) days prior written notice.

(c) Termination for Cause. The Parties shall have the right to immediately terminate this Agreement for cause upon the happening of any of the following:

(i) If either Party determines that the continuation of this Agreement would endanger patient care.

(ii) Violation by the other Party of any material provision of this Agreement, provided such violation continues for a period of thirty (30) days after receipt of written notice by the other Party specifying such violation with particularity.

(iii) A general assignment by the other Party for the benefit of creditors; the institution by or against the other Party, as debtor, of proceedings of any nature under any law of the United States or any state, whether now existing or currently enacted or amended, for the relief of debtors, provided that in the event such proceedings are instituted against the other Party remain unstayed or undismissed for thirty (30) days; the liquidation of the other Party for any reason; or the appointment of a receiver to take charge of the other Party's affairs, provided such appointment remains undischarged for thirty (30) days. Such termination of the provisions of this Agreement shall not affect obligations which accrued prior to the effective date of such termination.

(iv) Exclusion of either Party from participation in the Medicare or Medicaid programs or conviction of either Party of a felony.

(v) Either Party's loss or suspension of any certification, license, accreditation (including TJC or HFAP accreditation, as applicable), or other approval necessary to render patient care services.

ARTICLE IV.

Non-Exclusive Relationship

This Agreement shall be non-exclusive. either Party shall be free to enter into any other similar arrangement at any time and nothing in this Agreement shall be construed as limiting the right of either Party to affiliate or contract with any other hospital, nursing home, home health agency, school or other entity on either a limited or general basis while this Agreement is in effect. Neither Party shall use the other Party's name or marks in any promotional or advertising material without first obtaining the written consent of the other Party. Notwithstanding the foregoing however, the Receiving Hospitals shall be the "first choice" and Transferring Facility shall contact one of the two Receiving Hospitals if Transferring Facility believes a patient requires behavioral health acute care services in a hospital setting that the Transferring Facility is unable to provide the patient, except (i) where a patient specifically requests the services of another hospital or (ii) when the Receiving Hospital does not have the appropriate facilities, services or staff necessary to treat the respective patient, as communicated by Receiving Hospital to Transferring Facility in the exclusion criteria provided to the Transferring Facility.

ARTICLE V.

Certification and Insurance

5.1. Licenses, Permits, and Certification. Each Party represents to the other that it and all of its employees, agents and representatives possess and shall maintain in valid and current status during the term of this Agreement all required licenses, permits and certifications enabling each Party to provide the services set forth in this Agreement.

5.2. Insurance. Each Party shall maintain during the term of this Agreement, at its sole cost and expense, general liability and professional liability insurance in such amounts as are reasonable and customary in the industry to guard against those risks which are customarily insured against in connection with the operation of activities of comparable scope and size. A written certificate of such coverage shall be provided upon request to each Party together with a certification that such coverage may not be canceled without at least thirty (30) days notice to the other Party. Each Party shall notify the other Party within ten (10) days of any material change or cancellation in any policy of insurance required to be secured or maintained by such Party.

5.3. Notification of Claims. Each Party shall notify the other in writing, by certified mail, of any action or suit filed and shall give prompt notice of any claim made against either by any person or entity which may result in litigation related in any way to this Agreement.

ARTICLE VI.

Indemnification

Each Party shall indemnify and hold harmless the other Party from and against any and all manner of claims, demands, causes of action, liabilities, damages, costs, and expenses (including costs and reasonable attorney's fees) arising from or incident to the performance of such Party's duties hereunder, except for negligent or willful acts or omissions of the other Party. Notwithstanding anything to the contrary, a Party's obligations with respect to indemnification for acts described in this article shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which insurer is obligated to defend or satisfy.

ARTICLE VII.

Compliance With Laws

At all times, both Parties shall comply with all federal, state and local laws, rules and regulations now in effect or later adopted relating to the services to be provided hereunder and that may be applicable to the Parties including, but not limited to, laws, rules and regulations regarding confidentiality, disclosure and retention of patient records, such as the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996. A Party shall promptly notify the other Party if it receives notice of any actual or alleged infraction, violation, default or breach of the same that is related to this Agreement. Neither Transferring Facility or Receiving Hospital, nor any employee, officer, director or agent thereof, is an "excluded person" under the Medicare rules and regulations.

As of the date hereof and throughout the term of this Agreement: (a) Transferring Facility represents, warrants and covenants to Receiving Hospital that Transferring Facility is licensed to operate a general acute care hospital in Illinois and is a participating facility in Medicare and Medicaid; and (b) Receiving Hospital represents, warrants and covenants to Transferring Facility

that Receiving Hospital is licensed to operate a general acute hospital and ancillary facilities specializing in pediatric care and to participate in Medicare and Medicaid.

ARTICLE VIII.

Miscellaneous

8.1. Non-Referral of Patients. Neither Party is under any obligation to refer or transfer patients to the other Party and neither Party will receive any payment for any patient referred or transferred to the other Party. A Party may refer or transfer patients to any facility based on its professional judgment and the individual needs and wishes of the patients.

8.2. Relationship of the Parties. The Parties expressly acknowledge that in performing their respective obligations under this Agreement, they are acting as independent contractors. Transferring Facility and Hospital are not and shall not be considered joint venturers or partners, and nothing herein shall be construed to authorize either Party to act as general agent for the other. Neither Party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other Party. Each Party shall disclose in its respective dealings that they are separate entities.

8.3. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered or certified mail, return receipt requested or sent via a nationally recognized and receipted overnight courier service, to the Parties at their respective principal office of record as set forth below or designated in writing from time to time. No notice of a change of address shall be effective until received by the other Party:

To Receiving Hospitals:

Brian Lemon, CEO
MacNeal Hospital
3249 S. Oak Park Ave.
Berwyn, IL 60402
Fax No.: 708-783-3001

William A. Brown, CEO
Westlake Hospital
1225 West Lake Street
McClrose Park, IL 60160
Fax No.: 708-938-7974

Copy to: Vanguard Health Systems, Inc.
20 Burton Hills Boulevard, Suite 100
Nashville, Tennessee 37215
Attention: General Counsel
Fax No.: 615-665-6197

To Transferring Facility:

W. Peter Daniels, President/CEO
Elmhurst Memorial Hospital
155 East Brush Hill Road
Elmhurst, IL 60126
Fax No.: (331)-221-3716

8.4. Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other, except that either Party may assign all or part of its rights and delegate all or part of its obligations under this Agreement to any entity controlled by or under common control with such Party.

8.5. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except in a writing signed by both Parties. All continuing covenants, duties, and obligations contained herein shall survive the expiration or termination of this Agreement.

8.6. Governing Law. This Agreement shall be construed and all of the rights, powers and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Illinois; provided, however, that the conflicts of law principles of the State of Illinois shall not apply to the extent that they would operate to apply the laws of another state.

8.7. Headings. The headings of articles and sections contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

8.8. Non-discrimination. Neither Party shall discriminate against any individuals on the basis of race, color, sex, age, religion, national origin, or disability in providing services under this Agreement.

8.9. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be in no way affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

8.10. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto, their respective successors and permitted assigns.

8.11. Waiver. No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, agreement, term or condition. Any Party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the day and year written above.

ELMHURST MEMORIAL HOSPITAL

By: W. Peter Daniels

Name: W. Peter Daniels

Title: President/CEO

VHS OF ILLINOIS, INC. D/B/A MACNEAL
HOSPITAL

By: Brian Lemon

Name: BRIAN LEMON

Title: CEO

VHS WESTLAKE HOSPITAL, INC. D/B/A
WESTLAKE HOSPITAL

By: William A. Brown 2/8/12

Name: WILLIAM A. BROWN

Title: Chief Executive Officer

**TRANSFER AGREEMENT
BY AND BETWEEN
ALEXIAN BROTHERS BEHAVIORAL HEALTH HOSPITAL
AND
ELMHURST MEMORIAL HOSPITAL**

THIS TRANSFER AGREEMENT ("Agreement") is entered into as of the 10th day of February, 2012, by and between Alexian Brothers Behavioral Health Hospital, an Illinois non-profit corporation ("Receiving Hospital") and Elmhurst Memorial Hospital an Illinois non-profit corporation ("Transferring Facility") (each a "Party" and collectively "Parties").

WHEREAS, Transferring Facility operates a general acute hospital and ancillary facilities; ;

WHEREAS, Receiving Hospital operates a free standing psychiatric hospital, general acute hospital and ancillary facilities;

WHEREAS, Transferring Facility receives from time to time patients who are in need of specialized psychiatric services not available at Transferring Facility;

WHEREAS, the Parties are legally separate organizations and are not related in any way to one another through common ownership or control; and

WHEREAS, the Parties wish to join together to develop a relationship for the provision of psychiatric services in order to assure continuity of care for patients and to ensure accessibility of services to patients.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants, agreements and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually agreed by the Parties as follows:

ARTICLE I.

Patient Transfers

1.1. **Acceptance of Adolescent Patients.** Upon recommendation of an attending physician and pursuant to the provisions of this Agreement, Receiving Hospital agrees to admit a patient as promptly as possible, provided customary admission requirements are met, State and Federal laws and regulations are met, and requirements of the Joint Commission and any other applicable accrediting bodies are met, and Receiving Hospital has the capacity to treat the patient. Notice of the transfer shall be given by Transferring Facility as far in advance as possible. Receiving Hospital shall give prompt confirmation of whether it can provide health care appropriate to the patient's medical needs. Receiving Hospital agrees to exercise reasonable efforts to provide for prompt admission of transferred patients.. Receiving Hospital's responsibility for Patient care shall begin when Patient arrives on Receiving Hospital's property.

1.2. Appropriate Transfer. It shall be Transferring Facility's responsibility to arrange for appropriate and safe transportation and to arrange for the care of the patient during a transfer. The Transferring Facility shall ensure that the transfer is an "appropriate transfer" under the Emergency Medical Treatment and Active Labor Act, as may be amended ("EMTALA"), and is carried out in accordance with all applicable laws and regulations. The Transferring Facility shall provide in advance sufficient information to permit a determination as to whether the Receiving Hospital can provide the necessary patient care. The patient's medical record shall contain a physician's order transferring the patient, and include the patient's name, Social Security Number, date of birth, insurance coverage and/or Medicare beneficiary information (if applicable), known allergies or medical conditions, contact person in case of emergency and any other relevant information the patient has provided in advance to be given in connection with seeking emergency or other care. When reasonably possible, a physician from the Transferring Facility shall communicate directly with a physician from the Receiving Hospital before the patient is transferred.

1.3. Transfer Log. The Transferring Facility shall keep an accurate and current log of all patients transferred to the Receiving Hospital and the disposition of such patient transfers as part of its log kept in compliance with EMTALA.

1.4. Admission to the Receiving Hospital from Transferring Facility. When a patient's need for admission to a psychiatric facility is determined by his/her attending physician, Receiving Hospital shall admit the patient in accordance with the provisions of this Agreement as follows:

(a) Patients determined to be emergent by the attending physician shall be admitted, subject to bed, space, qualified personnel and equipment availability, provided that all usual conditions of admission to Receiving Hospital are met.

(b) All other patients shall be admitted according to the established routine of Receiving Hospital.

1.5. Standard of Performance. Each Party shall, in performing its obligations under this Agreement, provide patient care services in accordance with the same standards as services provided under similar circumstances to all other patients of such Party, and as required by federal and state laws and Medicare/Medicaid certification standards. Each Party shall maintain all legally required certifications and licenses from all applicable governmental and accrediting bodies, and shall maintain full eligibility for participation in Medicare and Medicaid. Receiving Hospital shall maintain accreditation by The Joint Commission ("TJC").

1.6. Billing and Collections. Each Party shall be entitled to bill patients, payors, managed care plans and any other third party responsible for paying a patient's bill, for services rendered to patients by Party and its employees, agents and representatives under this Agreement. Each Party shall be solely responsible for all matters pertaining to the billing and collection of such charges. The Parties shall reasonably cooperate with each other in the preparation and completion of all necessary forms and documentation and the determination of insurance coverage and managed care requirements for each transferred patient. Each Party shall have the sole final responsibility for all forms, documentation, and insurance verification.

1.7. Personal Effects. Personal effects, if any, of any transferred patient shall be delivered to the transfer team or admissions department of the Receiving Hospital. Personal effects include money, jewelry, personal papers and articles for personal hygiene.

ARTICLE II.

Medical Records

Subject to applicable confidentiality requirements, the Parties shall exchange all information which may be necessary or useful in the care and treatment of the transferred patient or which may be relevant in determining whether such patient can be adequately cared for by the other Party. All such information shall be provided by the Transferring Facility in advance, where possible, and in any event, at the time of the transfer. The Transferring Facility shall send a copy of all patient medical records that are available at the time of transfer to the Receiving Hospital. Other records shall be sent as soon as practicable after the transfer. The patient's medical record shall contain evidence that the patient was transferred promptly, safely and in accordance with all applicable laws and regulations.

ARTICLE III.

Term and Termination

3.1. Term. This Agreement shall be effective as of the day and year written above and shall remain in effect until terminated as provided herein.

3.2. Termination. This Agreement may be terminated as follows:

(a) Termination by Mutual Consent. The Parties may terminate this Agreement at any time by mutual written consent, and such termination shall be effective upon the date stated in the consent.

(b) Termination Without Cause. Either Party may terminate this Agreement, for any reason whatsoever, upon thirty (30) days prior written notice.

(c) Termination for Cause. The Parties shall have the right to immediately terminate this Agreement for cause upon the happening of any of the following:

(i) If either Party determines that the continuation of this Agreement would endanger patient care.

(ii) Violation by the other Party of any material provision of this Agreement, provided such violation continues for a period of thirty (30) days after receipt of written notice by the other Party specifying such violation with particularity.

(iii) A general assignment by the other Party for the benefit of creditors; the institution by or against the other Party, as debtor, of proceedings of any nature under any law of the United States or any state,

whether now existing or currently enacted or amended, for the relief of debtors, provided that in the event such proceedings are instituted against the other Party remain unstayed or undismissed for thirty (30) days; the liquidation of the other Party for any reason; or the appointment of a receiver to take charge of the other Party's affairs, provided such appointment remains undischarged for thirty (30) days. Such termination of the provisions of this Agreement shall not affect obligations which accrued prior to the effective date of such termination.

(iv) Termination or exclusion of either Party from participation in the federal or state health program for reasons related to fraud or failure to comply with certification standards in rendering of health services or conviction of either Party of a felony.

(v) Either Party's loss or suspension of any certification, license, accreditation (including TJC accreditation), or other approval necessary to render patient care services.

ARTICLE IV.

Non-Exclusive Relationship

This Agreement shall be non-exclusive, either Party shall be free to enter into any other similar arrangement at any time and nothing in this Agreement shall be construed as limiting the right of either Party to affiliate or contract with any other hospital, nursing home, home health agency, school or other entity on either a limited or general basis while this Agreement is in effect. Neither Party shall use the other Party's name or marks in any promotional or advertising material without first obtaining the written consent of the other Party.

ARTICLE V.

Certification and Insurance

5.1. **Licenses, Permits, and Certification.** Each Party represents to the other that it and all of its employees, agents and representatives possess and shall maintain in valid and current status during the term of this Agreement all required licenses, permits and certifications enabling each Party to provide the services set forth in this Agreement.

5.2. **Insurance.** Each Party shall maintain during the term of this Agreement, at its sole cost and expense, general liability and professional liability insurance in such amounts as are reasonable and customary in the industry to guard against those risks which are customarily insured against in connection with the operation of activities of comparable scope and size. A written certificate of such coverage shall be provided upon request to each Party together with a certification that such coverage may not be canceled without at least thirty (30) days notice to the other Party. Each Party shall notify the other Party within ten (10) days of any material change or cancellation in any policy of insurance required to be secured or maintained by such Party.

5.3. Notification of Claims. Each Party shall notify the other in writing, by overnight mail, of any action or suit filed and shall give prompt notice of any claim made against either by any person or entity which may result in litigation related in any way to this Agreement.

ARTICLE VI.

Indemnification

Each Party shall indemnify, defend and hold harmless the other Party from and against any and all manner of claims, demands, causes of action, liabilities, damages, costs, and expenses (including costs and reasonable attorney's fees) arising from or incident to the performance of such Party's duties hereunder, except for negligent or willful acts or omissions of the other Party. Notwithstanding anything to the contrary, a Party's obligations with respect to indemnification for acts described in this article shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which insurer is obligated to defend or satisfy.

ARTICLE VII.

Compliance With Laws

At all times, both Parties shall comply with all federal, state and local laws, rules and regulations now in effect or later adopted relating to the services to be provided hereunder and that may be applicable to the Parties including, but not limited to, laws, rules and regulations regarding confidentiality, disclosure and retention of patient records, such as the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996. A Party shall promptly notify the other Party if it receives notice of any actual or alleged infraction, violation, default or breach of the same that is related to this Agreement. Neither Transferring Facility or Receiving Hospital, nor any employee, officer, director or agent thereof, is an "excluded person" under the Medicare rules and regulations.

As of the date hereof and throughout the term of this Agreement: (a) Transferring Facility represents, warrants and covenants to Receiving Hospital that Transferring Hospital is licensed to operate a general acute care hospital in Illinois and is a participating facility in Medicare and Medicaid; and (b) Receiving Hospital represents, warrants and covenants to Transferring Facility that Receiving Hospital is licensed to operate a free standing psychiatric hospital specializing in adolescent and pediatric care and to participate in Medicare and Medicaid.

ARTICLE VIII.

Miscellaneous

8.1. Non-Referral of Patients. Neither Party is under any obligation to refer or transfer patients to the other Party and neither Party will receive any payment for any patient referred or transferred to the other Party. A Party may refer or transfer patients to any facility based on its professional judgment and the individual needs and wishes of the patients and/or third party payors.

8.2. Relationship of the Parties. The Parties expressly acknowledge that in performing their respective obligations under this Agreement, they are acting as independent contractors. Transferring Facility and Hospital are not and shall not be considered joint venturers or partners, and nothing herein shall be construed to authorize either Party to act as general agent for the other. Neither Party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other Party. Each Party shall disclose in its respective dealings that they are separate entities.

8.3. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered or certified mail, return receipt requested or sent via a nationally recognized and receipted overnight courier service, to the Parties at their respective principal office of record as set forth below or designated in writing from time to time. No notice of a change of address shall be effective until received by the other Party:

To Receiving Hospital:

Alexian Brothers Behavioral Health Hospital
1650 Moon Lake Boulevard
Hoffman Estates, IL 60169
Fax No.: (847) 843-6575

To Transferring Facility:

W. Peter Daniels, President/CEO
Elmhurst Memorial Hospital
155 East Brush Hill Road
Elmhurst, IL 60126
Fax No.: (331)-221-3716

8.4. Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other, except that either Party may assign all or part of its rights and delegate all or part of its obligations under this Agreement to any entity controlled by or under common control with such Party.

8.5. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except in a writing signed by both Parties. All continuing covenants, duties, and obligations contained herein shall survive the expiration or termination of this Agreement.

8.6. Governing Law. This Agreement shall be construed and all of the rights, powers and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Illinois; provided, however, that the conflicts of law principles of the State of Illinois shall not apply to the extent that they would operate to apply the laws of another state.

8.7. Headings. The headings of articles and sections contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

8.8. Non-discrimination. Neither Party shall discriminate against any individuals on the basis of race, color, sex, age, religion, national origin, or disability in providing services under this Agreement.

8.9. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be in no way affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

8.10. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto, their respective successors and permitted assigns.

8.11. Waiver. No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, agreement, term or condition. Any Party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the day and year written above.

ELMHURST MEMORIAL HOSPITAL

By: W. Peter Daniels
Name: W. Peter Daniels
Title: President and CEO

**ALEXIAN BROTHERS BEHAVIORAL
HEALTH HOSPITAL**

By: Clayton Ciha
Name: Clayton Ciha
Title: President and CEO

**TRANSFER AGREEMENT
BY AND BETWEEN
_____ AND
ELMHURST MEMORIAL HOSPITAL**

THIS TRANSFER AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2011, by and between Naperville Psychiatric Ventures d/b/a Linden Oaks Hospital, an Illinois general partnership ("Receiving Hospital") and Elmhurst Memorial Hospital an Illinois non-profit corporation ("Transferring Facility") (each a "Party" and collectively "Parties").

WHEREAS, Transferring Facility operates a general acute care facility;

WHEREAS, Receiving Hospital operates a behavioral health facility;

WHEREAS, Transferring Facility receives from time to time patients who are in need of specialized behavioral health services not available at Transferring Facility;

WHEREAS, the Parties are legally separate organizations and are not related in any way to one another through common ownership or control; and

WHEREAS, the Parties wish to join together to develop a relationship for the provision of behavioral health care services in order to assure continuity of care for patients and to ensure accessibility of services to patients.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants, agreements and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually agreed by the Parties as follows:

ARTICLE I.

Patient Transfers

1.1. Acceptance of Adult and Adolescent Patients. Upon recommendation of an attending physician and pursuant to the provisions of this Agreement, Receiving Hospital agrees to admit a patient as promptly as possible, provided customary admission requirements are met, State and Federal laws and regulations are met, and Receiving Hospital has the capacity to treat the patient. Notice of the transfer shall be given by Transferring Facility as far in advance as possible. Receiving Hospital shall give prompt confirmation of whether it can provide behavioral health care appropriate to the patient's medical and psychiatric needs. Receiving Hospital agrees to exercise its best efforts to provide for prompt admission of transferred patients and, to the extent reasonably possible under the circumstances, give preference to patients requiring transfer from Transferring Facility.

1.2. Appropriate Transfer. It shall be Transferring Facility's responsibility to arrange for appropriate and safe transportation and to arrange for the care of the patient during a transfer. The Transferring Facility shall ensure that the transfer is an "appropriate transfer" under the Emergency Medical Treatment and Active Labor Act, as may be amended ("EMTALA"), and is carried out in accordance with all applicable laws and regulations. The Transferring Facility shall provide in advance sufficient information to permit a determination as to whether the Receiving Hospital can provide the necessary patient care. The patient's medical record shall contain a physician's order transferring the patient. When reasonably possible, a physician from the Transferring Facility shall communicate directly with a physician from the Receiving Hospital before the patient is transferred.

1.3. Transfer Log. The Transferring Facility shall keep an accurate and current log of all patients transferred to the Receiving Hospital and the disposition of such patient transfers as part of its log kept in compliance with EMTALA.

1.4. Admission to the Receiving Hospital from Transferring Facility. When a patient's need for admission to behavioral health facility is determined by his/her attending physician, Receiving Hospital shall admit the patient in accordance with the provisions of this Agreement as follows:

(a) Patients determined to be emergent by the attending physician shall be admitted, subject to bed, space, qualified personnel and equipment availability, provided that all usual conditions of admission to Receiving Hospital are met.

(b) All other patients shall be admitted according to the established routine of Receiving Hospital.

1.5. Standard of Performance. Each Party shall, in performing its obligations under this Agreement, provide patient care services in accordance with the same standards as services provided under similar circumstances to all other patients of such Party, and as required by federal and state laws and Medicare/Medicaid certification standards. Each Party shall maintain all legally required certifications and licenses from all applicable governmental and accrediting bodies, and shall maintain full eligibility for participation in Medicare and Medicaid. Receiving Hospital shall maintain accreditation by The Joint Commission ("TJC").

1.6. Billing and Collections. Each Party shall be entitled to bill patients, payors, managed care plans and any other third party responsible for paying a patient's bill, for services rendered to patients by Party and its employees, agents and representatives under this Agreement. Each Party shall be solely responsible for all matters pertaining to the billing and collection of such charges. The Parties shall reasonably cooperate with each other in the preparation and completion of all necessary forms and documentation and the determination of insurance coverage and managed care requirements for each transferred patient. Each Party shall have the sole final responsibility for all forms, documentation, and insurance verification.

1.7. Personal Effects. Personal effects, if any, of any transferred patient shall be delivered to the transfer team or admissions department of the Receiving Hospital. Personal effects include money, jewelry, personal papers and articles for personal hygiene.

ARTICLE II.

Medical Records

Subject to applicable confidentiality requirements, the Parties shall exchange all information which may be necessary or useful in the care and treatment of the transferred patient or which may be relevant in determining whether such patient can be adequately cared for by the other Party. All such information shall be provided by the Transferring Facility in advance, where possible, and in any event, at the time of the transfer. The Transferring Facility shall send a copy of all patient medical records that are available at the time of transfer to the Receiving Hospital. Other records shall be sent as soon as practicable after the transfer. The patient's medical record shall contain evidence that the patient was transferred promptly, safely and in accordance with all applicable laws and regulations.

ARTICLE III.

Term and Termination

3.1. Term. This Agreement shall be effective as of the day and year written above and shall remain in effect until terminated as provided herein.

3.2. Termination. This Agreement may be terminated as follows:

(a) Termination by Mutual Consent. The Parties may terminate this Agreement at any time by mutual written consent, and such termination shall be effective upon the date stated in the consent.

(b) Termination Without Cause. Either Party may terminate this Agreement, for any reason whatsoever, upon thirty (30) days prior written notice.

(c) Termination for Cause. The Parties shall have the right to immediately terminate this Agreement for cause upon the happening of any of the following:

(i) If either Party determines that the continuation of this Agreement would endanger patient care.

(ii) Violation by the other Party of any material provision of this Agreement, provided such violation continues for a period of thirty (30) days after receipt of written notice by the other Party specifying such violation with particularity.

(iii) A general assignment by the other Party for the benefit of creditors; the institution by or against the other Party, as debtor, of proceedings of any nature under any law of the United States or any state, whether now existing or currently enacted or amended, for the relief of debtors, provided that in the event such proceedings are instituted against

the other Party remain unstayed or undismissed for thirty (30) days; the liquidation of the other Party for any reason; or the appointment of a receiver to take charge of the other Party's affairs, provided such appointment remains undischarged for thirty (30) days. Such termination of the provisions of this Agreement shall not affect obligations which accrued prior to the effective date of such termination.

(iv) Exclusion of either Party from participation in the Medicare or Medicaid programs or conviction of either Party of a felony.

(v) Either Party's loss or suspension of any certification, license, accreditation (including TJC accreditation), or other approval necessary to render patient care services.

ARTICLE IV.

Non-Exclusive Relationship

This Agreement shall be non-exclusive, either Party shall be free to enter into any other similar arrangement at any time and nothing in this Agreement shall be construed as limiting the right of either Party to affiliate or contract with any other hospital, nursing home, home health agency, school or other entity on either a limited or general basis while this Agreement is in effect. Neither Party shall use the other Party's name or marks in any promotional or advertising material without first obtaining the written consent of the other Party.

ARTICLE V.

Certification and Insurance

5.1. Licenses, Permits, and Certification. Each Party represents to the other that it and all of its employees, agents and representatives possess and shall maintain in valid and current status during the term of this Agreement all required licenses, permits and certifications enabling each Party to provide the services set forth in this Agreement.

5.2. Insurance. Each Party shall maintain during the term of this Agreement, at its sole cost and expense, general liability and professional liability insurance in such amounts as are reasonable and customary in the industry to guard against those risks which are customarily insured against in connection with the operation of activities of comparable scope and size. A written certificate of such coverage shall be provided upon request to each Party together with a certification that such coverage may not be canceled without at least thirty (30) days notice to the other Party. Each Party shall notify the other Party within ten (10) days of any material change or cancellation in any policy of insurance required to be secured or maintained by such Party.

5.3. Notification of Claims. Each Party shall notify the other in writing, by certified mail, of any action or suit filed and shall give prompt notice of any claim made against either by any person or entity which may result in litigation related in any way to this Agreement.

ARTICLE VI.

Indemnification

Each Party shall indemnify and hold harmless the other Party from and against any and all manner of claims, demands, causes of action, liabilities, damages, costs, and expenses (including costs and reasonable attorney's fees) arising from or incident to the performance of such Party's duties hereunder, except for negligent or willful acts or omissions of the other Party. Notwithstanding anything to the contrary, a Party's obligations with respect to indemnification for acts described in this article shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which insurer is obligated to defend or satisfy.

ARTICLE VII.

Compliance With Laws

At all times, both Parties shall comply with all federal, state and local laws, rules and regulations now in effect or later adopted relating to the services to be provided hereunder and that may be applicable to the Parties including, but not limited to, laws, rules and regulations regarding confidentiality, disclosure and retention of patient records, such as the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996. A Party shall promptly notify the other Party if it receives notice of any actual or alleged infraction, violation, default or breach of the same that is related to this Agreement. Neither Transferring Facility or Receiving Hospital, nor any employee, officer, director or agent thereof, is an "excluded person" under the Medicare rules and regulations.

As of the date hereof and throughout the term of this Agreement: (a) Transferring Facility represents, warrants and covenants to Receiving Hospital that Transferring Hospital is licensed to operate a general acute care hospital in Illinois and is a participating facility in Medicare and Medicaid; and (b) Receiving Hospital represents, warrants and covenants to Transferring Facility that Receiving Hospital is licensed to operate a general acute hospital and ancillary facilities specializing in pediatric care and to participate in Medicare and Medicaid.

ARTICLE VIII.

Miscellaneous

8.1. Non-Referral of Patients. Neither Party is under any obligation to refer or transfer patients to the other Party and neither Party will receive any payment for any patient referred or transferred to the other Party. A Party may refer or transfer patients to any facility based on its professional judgment and the individual needs and wishes of the patients.

8.2. Relationship of the Parties. The Parties expressly acknowledge that in performing their respective obligations under this Agreement, they are acting as independent contractors. Transferring Facility and Hospital are not and shall not be considered joint venturers or partners,

and nothing herein shall be construed to authorize either Party to act as general agent for the other. Neither Party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other Party. Each Party shall disclose in its respective dealings that they are separate entities.

8.3. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered or certified mail, return receipt requested or sent via a nationally recognized and receipted overnight courier service, to the Parties at their respective principal office of record as set forth below or designated in writing from time to time. No notice of a change of address shall be effective until received by the other Party:

To Receiving Hospital:

Linden Oaks Hospital
801 South Washington Street
Naperville, IL 60540
Attn: President
With a copy to the Legal Department at the same address

To Transferring Facility:

W. Peter Daniels, President/CEO
Elmhurst Memorial Hospital
155 East Brush Hill Road
Elmhurst, IL 60126
Fax No.: (331)-221-3716

8.4. Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other, except that either Party may assign all or part of its rights and delegate all or part of its obligations under this Agreement to any entity controlled by or under common control with such Party.

8.5. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except in a writing signed by both Parties. All continuing covenants, duties, and obligations contained herein shall survive the expiration or termination of this Agreement.

8.6. Governing Law. This Agreement shall be construed and all of the rights, powers and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Illinois; provided, however, that the conflicts of law principles of the State of Illinois shall not apply to the extent that they would operate to apply the laws of another state.

8.7. Headings. The headings of articles and sections contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

8.8. Non-discrimination. Neither Party shall discriminate against any individuals on the basis of race, color, sex, age, religion, national origin, or disability in providing services under this Agreement.

8.9. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be in no way affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

8.10. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto, their respective successors and permitted assigns.

8.11. Waiver. No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, agreement, term or condition. Any Party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the day and year written above.

ELMHURST MEMORIAL HOSPITAL

By: W.P.D.

Name: W. Peter Daniels

Title: President/ CEO

NAPERVILLE PSYCHIATRIC VENTURES
D/B/A LINDEN OAKS HOSPITAL

By: Mary Lou Mastro

Name: Mary Lou MASTRO

Title: 2/7/2012

**TRANSFER AGREEMENT
BY AND BETWEEN
HARTGROVE HOSPITAL AND
ELMHURST MEMORIAL HOSPITAL**

THIS TRANSFER AGREEMENT ("Agreement") is entered into as of the 14th day of February, 2012, by and between Hartgrove Hospital, an Illinois psychiatric corporation ("Receiving Hospital") and Elmhurst Memorial Hospital an Illinois non-profit corporation ("Transferring Facility") (each a "Party" and collectively "Parties").

WHEREAS, Transferring Facility operates a general acute care facility;

WHEREAS, Receiving Hospital operates a psychiatric acute hospital and ancillary facilities;

WHEREAS, Transferring Facility receives from time to time patients who are in need of specialized services not available at Transferring Facility;

WHEREAS, the Parties are legally separate organizations and are not related in any way to one another through common ownership or control; and

WHEREAS, the Parties wish to join together to develop a relationship for the provision of health care services in order to assure continuity of care for patients and to ensure accessibility of services to patients.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants, agreements and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually agreed by the Parties as follows:

ARTICLE I.

Patient Transfers

1.1. **Acceptance of Children, Adolescent and Adult Patients.** Upon recommendation of an attending physician and pursuant to the provisions of this Agreement, Receiving Hospital agrees to admit a patient as promptly as possible, provided customary admission requirements are met, State and Federal laws and regulations are met, and Receiving Hospital has the capacity to treat the patient. Notice of the transfer shall be given by Transferring Facility as far in advance as possible. Receiving Hospital shall give prompt confirmation of whether it can provide health care appropriate to the patient's medical needs. Receiving Hospital agrees to exercise its best efforts to provide for prompt admission of transferred patients and, to the extent reasonably possible under the circumstances, give preference to patients requiring transfer from Transferring Facility.

1.2. Appropriate Transfer. It shall be Transferring Facility's responsibility to arrange for appropriate and safe transportation and to arrange for the care of the patient during a transfer. The Transferring Facility shall ensure that the transfer is an "appropriate transfer" under the Emergency Medical Treatment and Active Labor Act, as may be amended ("EMTALA"), and is carried out in accordance with all applicable laws and regulations. The Transferring Facility shall provide in advance sufficient information to permit a determination as to whether the Receiving Hospital can provide the necessary patient care. The patient's medical record shall contain a physician's order transferring the patient. When reasonably possible, a physician from the Transferring Facility shall communicate directly with a physician from the Receiving Hospital before the patient is transferred.

1.3. Transfer Log. The Transferring Facility shall keep an accurate and current log of all patients transferred to the Receiving Hospital and the disposition of such patient transfers as part of its log kept in compliance with EMTALA.

1.4. Admission to the Receiving Hospital from Transferring Facility. When a patient's need for admission to a psychiatric hospital is determined by his/her attending physician, Receiving Hospital shall admit the patient in accordance with the provisions of this Agreement as follows:

(a) Patients determined to be emergent by the attending physician shall be admitted, subject to bed, space, qualified personnel and equipment availability, provided that all usual conditions of admission to Receiving Hospital are met.

(b) All other patients shall be admitted according to the established routine of Receiving Hospital.

1.5. Standard of Performance. Each Party shall, in performing its obligations under this Agreement, provide patient care services in accordance with the same standards as services provided under similar circumstances to all other patients of such Party, and as required by federal and state laws and Medicare/Medicaid certification standards. Each Party shall maintain all legally required certifications and licenses from all applicable governmental and accrediting bodies, and shall maintain full eligibility for participation in Medicare and Medicaid. Receiving Hospital shall maintain accreditation by The Joint Commission ("TJC").

1.6. Billing and Collections. Each Party shall be entitled to bill patients, payors, managed care plans and any other third party responsible for paying a patient's bill, for services rendered to patients by Party and its employees, agents and representatives under this Agreement. Each Party shall be solely responsible for all matters pertaining to the billing and collection of such charges. The Parties shall reasonably cooperate with each other in the preparation and completion of all necessary forms and documentation and the determination of insurance coverage and managed care requirements for each transferred patient. Each Party shall have the sole final responsibility for all forms, documentation, and insurance verification.

1.7. Personal Effects. Personal effects, if any, of any transferred patient shall be delivered to the transfer team or admissions department of the Receiving Hospital. Personal effects include money, jewelry, personal papers and articles for personal hygiene.

ARTICLE II.

Medical Records

Subject to applicable confidentiality requirements, the Parties shall exchange all information which may be necessary or useful in the care and treatment of the transferred patient or which may be relevant in determining whether such patient can be adequately cared for by the other Party. All such information shall be provided by the Transferring Facility in advance, where possible, and in any event, at the time of the transfer. The Transferring Facility shall send a copy of all patient medical records that are available at the time of transfer to the Receiving Hospital. Other records shall be sent as soon as practicable after the transfer. The patient's medical record shall contain evidence that the patient was transferred promptly, safely and in accordance with all applicable laws and regulations.

ARTICLE III.

Term and Termination

3.1. Term. This Agreement shall be effective as of the day and year written above and shall remain in effect until terminated as provided herein.

3.2. Termination. This Agreement may be terminated as follows:

(a) Termination by Mutual Consent. The Parties may terminate this Agreement at any time by mutual written consent, and such termination shall be effective upon the date stated in the consent.

(b) Termination Without Cause. Either Party may terminate this Agreement, for any reason whatsoever, upon thirty (30) days prior written notice.

(c) Termination for Cause. The Parties shall have the right to immediately terminate this Agreement for cause upon the happening of any of the following:

(i) If either Party determines that the continuation of this Agreement would endanger patient care.

(ii) Violation by the other Party of any material provision of this Agreement, provided such violation continues for a period of thirty (30) days after receipt of written notice by the other Party specifying such violation with particularity.

(iii) A general assignment by the other Party for the benefit of creditors; the institution by or against the other Party, as debtor, of proceedings of any nature under any law of the United States or any state, whether now existing or currently enacted or amended, for the relief of debtors, provided that in the event such proceedings are instituted against

the other Party remain unstayed or undismissed for thirty (30) days; the liquidation of the other Party for any reason; or the appointment of a receiver to take charge of the other Party's affairs, provided such appointment remains undischarged for thirty (30) days. Such termination of the provisions of this Agreement shall not affect obligations which accrued prior to the effective date of such termination.

(iv) Exclusion of either Party from participation in the Medicare or Medicaid programs or conviction of either Party of a felony.

(v) Either Party's loss or suspension of any certification, license, accreditation (including TJC accreditation), or other approval necessary to render patient care services.

ARTICLE IV.

Non-Exclusive Relationship

This Agreement shall be non-exclusive, either Party shall be free to enter into any other similar arrangement at any time and nothing in this Agreement shall be construed as limiting the right of either Party to affiliate or contract with any other hospital, nursing home, home health agency, school or other entity on either a limited or general basis while this Agreement is in effect. Neither Party shall use the other Party's name or marks in any promotional or advertising material without first obtaining the written consent of the other Party.

ARTICLE V.

Certification and Insurance

5.1. **Licenses, Permits, and Certification.** Each Party represents to the other that it and all of its employees, agents and representatives possess and shall maintain in valid and current status during the term of this Agreement all required licenses, permits and certifications enabling each Party to provide the services set forth in this Agreement.

5.2. **Insurance.** Each Party shall maintain during the term of this Agreement, at its sole cost and expense, general liability and professional liability insurance in such amounts as are reasonable and customary in the industry to guard against those risks which are customarily insured against in connection with the operation of activities of comparable scope and size. A written certificate of such coverage shall be provided upon request to each Party together with a certification that such coverage may not be canceled without at least thirty (30) days notice to the other Party. Each Party shall notify the other Party within ten (10) days of any material change or cancellation in any policy of insurance required to be secured or maintained by such Party.

5.3. **Notification of Claims.** Each Party shall notify the other in writing, by certified mail, of any action or suit filed and shall give prompt notice of any claim made against either by any person or entity which may result in litigation related in any way to this Agreement.

ARTICLE VI.

Indemnification

Each Party shall indemnify and hold harmless the other Party from and against any and all manner of claims, demands, causes of action, liabilities, damages, costs, and expenses (including costs and reasonable attorney's fees) arising from or incident to the performance of such Party's duties hereunder, except for negligent or willful acts or omissions of the other Party. Notwithstanding anything to the contrary, a Party's obligations with respect to indemnification for acts described in this article shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which insurer is obligated to defend or satisfy.

ARTICLE VII.

Compliance With Laws

At all times, both Parties shall comply with all federal, state and local laws, rules and regulations now in effect or later adopted relating to the services to be provided hereunder and that may be applicable to the Parties including, but not limited to, laws, rules and regulations regarding confidentiality, disclosure and retention of patient records, such as the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996. A Party shall promptly notify the other Party if it receives notice of any actual or alleged infraction, violation, default or breach of the same that is related to this Agreement. Neither Transferring Facility or Receiving Hospital, nor any employee, officer, director or agent thereof, is an "excluded person" under the Medicare rules and regulations.

As of the date hereof and throughout the term of this Agreement: (a) Transferring Facility represents, warrants and covenants to Receiving Hospital that Transferring Hospital is licensed to operate a general acute care hospital in Illinois and is a participating facility in Medicare and Medicaid; and (b) Receiving Hospital represents, warrants and covenants to Transferring Facility that Receiving Hospital is licensed to operate a general acute hospital and ancillary facilities specializing in pediatric care and to participate in Medicare and Medicaid.

ARTICLE VIII.

Miscellaneous

8.1. Non-Referral of Patients. Neither Party is under any obligation to refer or transfer patients to the other Party and neither Party will receive any payment for any patient referred or transferred to the other Party. A Party may refer or transfer patients to any facility based on its professional judgment and the individual needs and wishes of the patients.

8.2. Relationship of the Parties. The Parties expressly acknowledge that in performing their respective obligations under this Agreement, they are acting as independent contractors. Transferring Facility and Hospital are not and shall not be considered joint venturers or partners,

and nothing herein shall be construed to authorize either Party to act as general agent for the other. Neither Party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other Party. Each Party shall disclose in its respective dealings that they are separate entities.

8.3. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered or certified mail, return receipt requested or sent via a nationally recognized and receipted overnight courier service, to the Parties at their respective principal office of record as set forth below or designated in writing from time to time. No notice of a change of address shall be effective until received by the other Party:

To Receiving Hospital:

Steven Airhart, Regional Vice President & CEO
Hartgrove Hospital
5730 W. Roosevelt Road
Chicago, IL 60644
Fax No.: 773-413-1805

To Transferring Facility:

W. Peter Daniels, President/CEO
Elmhurst Memorial Hospital
155 East Brush Hill Road
Elmhurst, IL 60126
Fax No.: (331)-221-3716

8.4. Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other, except that either Party may assign all or part of its rights and delegate all or part of its obligations under this Agreement to any entity controlled by or under common control with such Party.

8.5. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except in a writing signed by both Parties. All continuing covenants, duties, and obligations contained herein shall survive the expiration or termination of this Agreement.

8.6. Governing Law. This Agreement shall be construed and all of the rights, powers and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Illinois; provided, however, that the conflicts of law principles of the State of Illinois shall not apply to the extent that they would operate to apply the laws of another state.

8.7. Headings. The headings of articles and sections contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

8.8. Non-discrimination. Neither Party shall discriminate against any individuals on the basis of race, color, sex, age, religion, national origin, or disability in providing services under this Agreement.

8.9. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be in no way affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

8.10. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto, their respective successors and permitted assigns.

8.11. Waiver. No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, agreement, term or condition. Any Party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the day and year written above.

ELMHURST MEMORIAL HOSPITAL

By: W. Peter Daniels

Name: W. Peter Daniels

Title: President/CEO

HARTGROVE HOSPITAL

By: S. Airhart

Name: Steven Airhart

Title: Regional Vice President & CEO

TRANSFER AGREEMENT
BY AND BETWEEN
MARIANJOY REHABILITATION HOSPITAL AND CLINICS, INC.
AND
ELMHURST MEMORIAL HOSPITAL

THIS TRANSFER AGREEMENT ("Agreement") is entered into as of the 20th day of February, 2012, by and between Marianjoy Rehabilitation Hospitals and Clinics, Inc., an Illinois non-profit corporation ("Receiving Facility") and Elmhurst Memorial Hospital an Illinois non-profit corporation ("Transferring Facility") (each a "Party" and collectively "Parties").

WHEREAS, Receiving Facility operates a sub acute care facility located at 26W171 Roosevelt Road, Wheaton, Illinois; and

WHEREAS, patients ("Patients") of Transferring Facility, from time to time, require the services of a sub acute facility and the Parties agree to develop a relationship for purposes of transferring patients with a need for sub acute care to Receiving Facility.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants, agreements and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually agreed by the Parties as follows:

ARTICLE I.

Patient Transfers

1.1 Acceptance of Patients. Upon recommendation of an attending physician, and pursuant to the provisions of this Agreement, Receiving Facility agrees to admit Patients to its facility provided customary admission requirements, State and Federal laws and regulations are met and Receiving Facility has the capacity to accept the patients. Notice of the transfer shall be given by Transferring Facility in accordance with applicable laws and as far in advance as possible. Receiving Facility shall give prompt confirmation of whether it has sufficient capacity and can provide health care appropriate to the patient's medical needs. Receiving Facility hereby acknowledges that it is equipped to provide health care appropriate for the medical needs of the Patients.

1.2 Appropriate Transfer. It shall be Transferring Facility's responsibility to arrange for appropriate and safe transportation and to arrange for the care of the Patient during a transfer. The Transferring Facility shall ensure that the transfer is carried out in accordance with all applicable laws and regulations.

1.3 Standard of Performance. Each Party shall, in performing its obligations under this Agreement, provide patient care services in accordance with the same standards as

services provided under similar circumstances to all other patients of such Party, and as required by federal and state laws and Medicare/Medicaid certification standards. Each Party shall maintain all legally required certifications and licenses from all applicable governmental and accrediting bodies, and shall maintain full eligibility for participation in Medicare and Medicaid.

1.4 Billing and Collections. Each Party shall be entitled to bill patients, payors, managed care plans and any other third party responsible for paying a patient's bill, for services rendered to patients by Party and its employees, agents and representatives under this Agreement. Each Party shall be solely responsible for all matters pertaining to the billing and collection of such charges. The Parties shall reasonably cooperate with each other in the preparation and completion of all necessary forms and documentation and the determination of insurance coverage and managed care requirements for each transferred patient. Each Party shall have the sole final responsibility for all forms, documentation, and insurance verification.

1.5 Personal Effects. Personal effects, if any, of any transferred patient shall be delivered to the transfer team or admissions department of the Receiving Facility. Personal effects include money, jewelry, personal papers and articles for personal hygiene.

ARTICLE II.

Medical Records

Subject to applicable confidentiality requirements, the Parties shall exchange all information which may be necessary or useful in the care and treatment of the transferred patients or which may be relevant in determining whether such patients can be adequately cared for by the other Party. All such information shall be provided by the Transferring Facility in advance, where possible, and in any event, at the time of the transfer. The Transferring Facility shall send a copy of all medical records that are available at the time of transfer to the Receiving Facility. Other records shall be sent as soon as practicable after the transfer. The Patient's medical records shall contain evidence that the Patient was transferred in accordance with all applicable laws and regulations.

ARTICLE III.

Term and Termination

3.1. Term. This Agreement shall be effective as of the day and year written above and shall remain in effect until terminated as provided herein.

3.2. Termination. This Agreement may be terminated as follows:

(a) Termination by Mutual Consent. The Parties may terminate this Agreement at any time by mutual written consent, and such termination shall be effective upon the date stated in the consent.

(b) Termination without Cause. Either Party may terminate the Agreement without cause by providing thirty (30) days' notice to the other Party.

(c) Termination for Cause. The Parties shall have the right to immediately terminate this Agreement for cause upon the happening of any of the following:

(i) If either Party determines that the continuation of this Agreement would endanger patient care.

(ii) Violation by the other Party of any material provision of this Agreement, provided such violation continues for a period of thirty (30) days after receipt of written notice by the other Party specifying such violation with particularity.

(iii) A general assignment by the other Party for the benefit of creditors; the institution by or against the other Party, as debtor, of proceedings of any nature under any law of the United States or any state, whether now existing or currently enacted or amended, for the relief of debtors, provided that in the event such proceedings are instituted against the other Party remain unstayed or undismissed for thirty (30) days; the liquidation of the other Party for any reason; or the appointment of a receiver to take charge of the other Party's affairs, provided such appointment remains undischarged for thirty (30) days. Such termination of the provisions of this Agreement shall not affect obligations which accrued prior to the effective date of such termination.

(iv) Exclusion of either Party from participation in the Medicare or Medicaid programs or conviction of either Party of a felony.

(v) Either Party's loss or suspension of any certification, license, accreditation, or other approval necessary to render patient care services.

ARTICLE IV.

Non-Exclusive Relationship

This Agreement shall be non-exclusive, either Party shall be free to enter into any other similar arrangement at any time and nothing in this Agreement shall be construed as limiting the right of either Party to affiliate or contract with any other entity on either a limited or general basis while this Agreement is in effect. Neither Party shall use the other Party's name or marks in any promotional or advertising material without first obtaining the written consent of the other Party.

ARTICLE V.

Certification and Insurance

5.1. Licenses, Permits, and Certification. Each Party represents to the other that it and all of its employees, agents and representatives possess and shall maintain in valid and current status during the term of this Agreement all required licenses, permits and certifications enabling each Party to provide the services set forth in this Agreement.

5.2. Insurance. Each Party shall maintain during the term of this Agreement, at its sole cost and expense, general liability and professional liability insurance in such amounts as are reasonable and customary in the industry to guard against those risks which are customarily insured against in connection with the operation of activities of comparable scope and size. A written certificate of such coverage shall be provided upon request to each Party together with a certification that such coverage may not be canceled without at least thirty (30) days notice to the other Party. Each Party shall notify the other Party within ten (10) days of any material change or cancellation in any policy of insurance required to be secured or maintained by such Party.

5.3. Notification of Claims. Each Party shall notify the other in writing, by certified mail, of any action or suit filed and shall give prompt notice of any claim made against either by any person or entity which may result in litigation related in any way to this Agreement.

ARTICLE VI.

Indemnification

Each Party shall indemnify and hold harmless the other Party from and against any and all manner of claims, demands, causes of action, liabilities, damages, costs, and expenses (including costs and reasonable attorney's fees) arising from or incident to the performance of such Party's duties hereunder, except for negligent or willful acts or omissions of the other Party. Notwithstanding anything to the contrary, a Party's obligations with respect to indemnification for acts described in this article shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which insurer is obligated to defend or satisfy.

ARTICLE VII.

Compliance With Laws

At all times, both Parties shall comply with all federal, state and local laws, rules and regulations now in effect or later adopted relating to the services to be provided hereunder and that may be applicable to the Parties including, but not limited to, laws, rules and regulations regarding confidentiality, disclosure and retention of patient records, such as the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996. A Party shall promptly notify the other Party if it receives notice of any actual or alleged infraction, violation, default or breach of the same that is related to this Agreement. Neither Transferring

Facility or Receiving Facility, nor any employee, officer, director or agent thereof, is an "excluded person" under the Medicare rules and regulations.

As of the date hereof and throughout the term of this Agreement: (a) Transferring Facility represents, warrants and covenants to Receiving Facility that Transferring Facility is licensed to operate a rehabilitation hospital and is a participating facility in Medicare and Medicaid; and (b) Receiving Facility represents, warrants and covenants to Transferring Facility that Receiving Facility is licensed to operate a skilled nursing facility and is a participating facility in Medicare and Medicaid.

ARTICLE VIII.

Miscellaneous

8.1. Non-Referral of Patients. Neither Party will receive any payment for any patient referred or transferred to the other Party. A Party may refer or transfer patients to any facility based on its professional judgment and the individual needs and wishes of the patients.

8.2. Relationship of the Parties. The Parties expressly acknowledge that in performing their respective obligations under this Agreement, they are acting as independent contractors. Transferring Facility and Receiving Facility are not and shall not be considered joint venturers or partners, and nothing herein shall be construed to authorize either Party to act as general agent for the other. Neither Party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other Party. Each Party shall disclose in its respective dealings that they are separate entities.

8.3. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered or certified mail, return receipt requested or sent via a nationally recognized and receipted overnight courier service, to the Parties at their respective principal office of record as set forth below or designated in writing from time to time. No notice of a change of address shall be effective until received by the other Party:

To Receiving Facility:

Marianjoy Rehabilitation Hospital & Clinics
26W171 Roosevelt Road .
Wheaton, IL 60187
Attn: President

To Transferring Facility:

W. Peter Daniels, President/CEO
Elmhurst Memorial Hospital
155 East Brush Hill Road
Elmhurst, IL 60126
Fax No.: (331)-221-3716

8.4. Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other, except that either Party may assign all or part of its rights and delegate all or part of its obligations under this Agreement to any entity controlled by or under common control with such Party.

8.5. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except in a writing signed by both Parties. All continuing covenants, duties, and obligations contained herein shall survive the expiration or termination of this Agreement.

8.6. Governing Law. This Agreement shall be construed and all of the rights, powers and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Illinois; provided, however, that the conflicts of law principles of the State of Illinois shall not apply to the extent that they would operate to apply the laws of another state.

8.7. Headings. The headings of articles and sections contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

8.8. Non-discrimination. Neither Party shall discriminate against any individuals on the basis of race, color, sex, age, religion, national origin, or disability in providing services under this Agreement.

8.9. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be in no way affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

8.10. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto, their respective successors and permitted assigns.

8.11. Waiver. No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, agreement, term or condition. Any Party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the day and year written above.

ELMHURST MEMORIAL HOSPITAL

By: *W. Peter Daniels*

Name: W. Peter Daniels

Title: President/ CEO

MARIANJOY REHABILITATION HOSPITAL & CLINICS, INC.

By: *M. J. Hedderman*

Name: MIKE J HEDDERMAN

Title: SR VP, FINANCE

TRANSFER AGREEMENT

This Transfer Agreement ("Agreement") is dated February 21st 2012 and is between ManorCare of Westmont LLC ("Center") and _____ ("Hospital").

d/b/a ManorCare Health Services - Westmont
BACKGROUND

- A. Center is a licensed skilled nursing Center located at 52 Eogden Ave Westmont, FL
- B. Hospital is a licensed acute care hospital located at _____ 60559
- C. Hospital desires to assure that its patients have prompt access, when medically appropriate, to skilled nursing care and other extended care services as needed.
- D. Center desires to assure its patients have prompt access, when medically appropriate, to inpatient hospital care and other hospital services as needed.
- E. Both parties desire to establish a working arrangement under which medically appropriate patient transfers between the two institutions may be affected, with provisions made for the exchange of necessary medical and other information and for the security and accountability of such patients' personal effects.

The parties agree as follows:

1. TERM AND TERMINATION

- 1.1 The initial term of this Agreement is one year. It begins on the date of this Agreement.
- 1.2 The Agreement will automatically renew for additional one year terms unless, not later than 30 days prior to the expiration of the initial term or any other term, either party gives written notice to the other that the Agreement will not be renewed.
- 1.3 Either party may terminate this Agreement without cause upon 30 days written notice.

2. TRANSFER ADMISSIONS

- 2.1 Center will promptly admit inpatients of the Hospital requiring post-hospital skilled nursing or other extended care as determined by their attending physicians, as long as the Center has a bed available, has the capacity to render the care required by the patient, and the admission complies with Center's admission policies, and with all applicable federal, state and local laws and regulations. Subject to those conditions, and subject to the rights of third parties on the Center's waiting list, the Center shall give preference in its admission policies to such transfer patients.
- 2.2 Hospital will give similar preference for admission of Center patients requiring hospital care, as determined by the patient's attending physician.

- 2.3 Each party will notify the other party of an impending transfer as far in advance as possible, to effect medically appropriate transfers as quickly and efficiently as practicable, and to admit and treat all patients without regard to race, color, religion or national origin.

3. **TRANSFER OF PATIENT**

The transferring institution will be responsible for arranging for appropriate and safe transportation and care of the patient during the transfer in accordance with applicable federal and state laws and regulations.

4. **TRANSFER OF INFORMATION**

The transferring institution will send with each patient, at the time of transfer, or in the case of emergency, as promptly as possible, the completed transfer and referral forms mutually agreed upon to provide the medical and administrative information necessary to determine the appropriateness of the placement and to enable continuing care to the patient. The information will include current medical findings, diagnoses, brief summary of course of treatment, nursing and dietary information, ambulation status, and pertinent administrative and social information.

5. **TRANSFER OF PERSONAL EFFECTS**

The transferring institution will be responsible for the transfer or other appropriate disposition of patient's effects, particularly money and valuables.

6. **RESPONSIBILITY FOR CHARGES**

Charges for services performed by either party will be collected by the institution rendering services, directly from the patient, third-party payor, or other sources normally billed by the institution. Neither party will have any liability to the other for such charges.

7. **NON-EXCLUSIVITY**

Nothing in this Agreement will be construed as limiting the right of either party to affiliate or contract with any other hospital or center on either a limited or general basis.

8. **ADVERTISING AND PUBLICITY**

Neither party will use the name of the other party in any promotional or advertising material unless written approval of the material and its intended use is obtained from the other party.

9. **AUTONOMY OF EACH INSTITUTION**

Each party has exclusive control of the management, assets, and affairs of their respective institutions.

Neither party assumes any liability by virtue of this Agreement for any debts or obligations incurred by the other party to this Agreement. Neither party has or assumes any responsibility for the collection of the other party's accounts receivable.

10. MODIFICATION

This Agreement may be amended or modified only in a writing signed by the parties.

11. WAIVER

No failure on the part of any party to notify the other party of any default, and no failure on the part of a party to exercise its rights of termination because of any such default, will prejudice any remedy for any subsequent default; and any waiver by a party of any default will be limited to the particular instance and will not operate or be deemed to waive any further default.

12. SEVERABILITY

The provisions of this Agreement will be severable, and if any provision is held unenforceable by a judicial decision directly binding upon any of the parties, the remaining provisions will, nevertheless, remain in full force and effect.

13. EQUAL OPPORTUNITY

The parties will not discriminate based upon race, color, ancestry, religion, sex, age, handicap, or veteran status.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

By signing below, the parties agree to the terms of this Agreement:

CENTER

Justin Fecker
Signature - Authorized Agent

Administrator
Title

HOSPITAL

W. P. D.
Signature-Authorized Agent

PRESIDENT/CEO
Title

**TRANSFER AGREEMENT
BY AND BETWEEN
WINDSOR PARK AND
ELMHURST MEMORIAL HOSPITAL**

THIS TRANSFER AGREEMENT ("Agreement") is entered into as of the 22 day of February, 2012, by and between Windsor Park, an Illinois non-profit corporation ("Receiving Facility") and Elmhurst Memorial Hospital an Illinois non-profit corporation ("Transferring Facility") (each a "Party" and collectively "Parties").

WHEREAS, Receiving Facility operates a sub acute care facility located at 110 Windsor Park Drive, Carol Stream, IL 60188 ; and

WHEREAS, patients ("Patients") of Transferring Facility, from time to time, require the services of a sub acute facility and the Parties agree to develop a relationship for purposes of transferring patients with a need for sub acute care to Receiving Facility.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants, agreements and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually agreed by the Parties as follows:

ARTICLE I.

Patient Transfers

1.1 Acceptance of Patients. Upon recommendation of an attending physician, and pursuant to the provisions of this Agreement, Receiving Facility agrees to admit Patients to its facility provided customary admission requirements and State and Federal laws and regulations are met. Notice of the transfer shall be given by Transferring Facility in accordance with applicable laws. Receiving Facility hereby acknowledges that it is equipped to provide health care appropriate for the medical needs of the Patients.

1.2 Appropriate Transfer. It shall be Transferring Facility's responsibility to arrange for appropriate and safe transportation and to arrange for the care of the Patient during a transfer. The Transferring Facility shall ensure that the transfer is carried out in accordance with all applicable laws and regulations.

1.3 Standard of Performance. Each Party shall, in performing its obligations under this Agreement, provide patient care services in accordance with the same standards as services provided under similar circumstances to all other patients of such Party, and as required by federal and state laws and Medicare/Medicaid certification standards. Each Party shall maintain all legally required certifications and licenses from all applicable governmental and accrediting bodies, and shall maintain full eligibility for participation

in Medicare and Medicaid.

1.4 Billing and Collections. Each Party shall be entitled to bill patients, payors, managed care plans and any other third party responsible for paying a patient's bill, for services rendered to patients by Party and its employees, agents and representatives under this Agreement. Each Party shall be solely responsible for all matters pertaining to the billing and collection of such charges. The Parties shall reasonably cooperate with each other in the preparation and completion of all necessary forms and documentation and the determination of insurance coverage and managed care requirements for each transferred patient. Each Party shall have the sole final responsibility for all forms, documentation, and insurance verification.

1.5 Personal Effects. Personal effects, if any, of any transferred patient shall be delivered to the transfer team or admissions department of the Receiving Facility. Personal effects include money, jewelry, personal papers and articles for personal hygiene.

ARTICLE II.

Medical Records

Subject to applicable confidentiality requirements, the Parties shall exchange all information which may be necessary or useful in the care and treatment of the transferred patients or which may be relevant in determining whether such patients can be adequately cared for by the other Party. All such information shall be provided by the Transferring Facility in advance, where possible, and in any event, at the time of the transfer. The Transferring Facility shall send a copy of all medical records that are available at the time of transfer to the Receiving Facility. Other records shall be sent as soon as practicable after the transfer. The Patient's medical records shall contain evidence that the Patient was transferred in accordance with all applicable laws and regulations.

ARTICLE III.

Term and Termination

3.1. Term. This Agreement shall be effective as of the day and year written above and shall remain in effect until terminated as provided herein.

3.2. Termination. This Agreement may be terminated as follows:

(a) Termination by Mutual Consent. The Parties may terminate this Agreement at any time by mutual written consent, and such termination shall be effective upon the date stated in the consent.

(b) Termination without Cause. Either Party may terminate the Agreement without case by providing thirty (30) days' notice to the other Party.

(c) Termination for Cause. The Parties shall have the right to immediately

terminate this Agreement for cause upon the happening of any of the following:

- (i) If either Party determines that the continuation of this Agreement would endanger patient care.
- (ii) Violation by the other Party of any material provision of this Agreement, provided such violation continues for a period of thirty (30) days after receipt of written notice by the other Party specifying such violation with particularity.
- (iii) A general assignment by the other Party for the benefit of creditors; the institution by or against the other Party, as debtor, of proceedings of any nature under any law of the United States or any state, whether now existing or currently enacted or amended, for the relief of debtors, provided that in the event such proceedings are instituted against the other Party remain unstayed or undismissed for thirty (30) days; the liquidation of the other Party for any reason; or the appointment of a receiver to take charge of the other Party's affairs, provided such appointment remains undischarged for thirty (30) days. Such termination of the provisions of this Agreement shall not affect obligations which accrued prior to the effective date of such termination.
- (iv) Exclusion of either Party from participation in the Medicare or Medicaid programs or conviction of either Party of a felony.
- (v) Either Party's loss or suspension of any certification, license, accreditation, or other approval necessary to render patient care services.

ARTICLE IV.

Non-Exclusive Relationship

This Agreement shall be non-exclusive, either Party shall be free to enter into any other similar arrangement at any time and nothing in this Agreement shall be construed as limiting the right of either Party to affiliate or contract with any other entity on either a limited or general basis while this Agreement is in effect. Neither Party shall use the other Party's name or marks in any promotional or advertising material without first obtaining the written consent of the other Party.

ARTICLE V.

Certification and Insurance

5.1. Licenses, Permits, and Certification. Each Party represents to the other that it and all of its employees, agents and representatives possess and shall maintain in valid and current status during the term of this Agreement all required licenses, permits and certifications enabling each Party to provide the services set forth in this Agreement.

5.2. Insurance. Each Party shall maintain during the term of this Agreement, at its sole cost and expense, general liability and professional liability insurance in such amounts as are reasonable and customary in the industry to guard against those risks which are customarily insured against in connection with the operation of activities of comparable scope and size. A written certificate of such coverage shall be provided upon request to each Party together with a certification that such coverage may not be canceled without at least thirty (30) days notice to the other Party. Each Party shall notify the other Party within ten (10) days of any material change or cancellation in any policy of insurance required to be secured or maintained by such Party.

5.3. Notification of Claims. Each Party shall notify the other in writing, by certified mail, of any action or suit filed and shall give prompt notice of any claim made against either by any person or entity which may result in litigation related in any way to this Agreement.

ARTICLE VI.

Indemnification

Each Party shall indemnify and hold harmless the other Party from and against any and all manner of claims, demands, causes of action, liabilities, damages, costs, and expenses (including costs and reasonable attorney's fees) arising from or incident to the performance of such Party's duties hereunder, except for negligent or willful acts or omissions of the other Party. Notwithstanding anything to the contrary, a Party's obligations with respect to indemnification for acts described in this article shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which insurer is obligated to defend or satisfy.

ARTICLE VII.

Compliance With Laws

At all times, both Parties shall comply with all federal, state and local laws, rules and regulations now in effect or later adopted relating to the services to be provided hereunder and that may be applicable to the Parties including, but not limited to, laws, rules and regulations regarding confidentiality, disclosure and retention of patient records, such as the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996. A Party shall promptly notify the other Party if it receives notice of any actual or alleged infraction, violation, default or breach of the same that is related to this Agreement. Neither Transferring Facility or Receiving Facility, nor any employee, officer, director or agent thereof, is an "excluded person" under the Medicare rules and regulations.

As of the date hereof and throughout the term of this Agreement: (a) Transferring Facility represents, warrants and covenants to Receiving Facility that Transferring Facility is licensed to operate an acute care hospital and is a participating facility in Medicare and Medicaid; and (b) Receiving Facility represents, warrants and covenants to Transferring Facility that Receiving

Facility is licensed to operate a skilled nursing facility and is a participating facility in Medicare and Medicaid.

ARTICLE VIII.

Miscellaneous

8.1. **Non-Referral of Patients.** Neither Party will receive any payment for any patient referred or transferred to the other Party. A Party may refer or transfer patients to any facility based on its professional judgment and the individual needs and wishes of the patients.

8.2. **Relationship of the Parties.** The Parties expressly acknowledge that in performing their respective obligations under this Agreement, they are acting as independent contractors. Transferring Facility and Receiving Facility are not and shall not be considered joint venturers or partners, and nothing herein shall be construed to authorize either Party to act as general agent for the other. Neither Party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other Party. Each Party shall disclose in its respective dealings that they are separate entities.

8.3. **Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered or certified mail, return receipt requested or sent via a nationally recognized and receipted overnight courier service, to the Parties at their respective principal office of record as set forth below or designated in writing from time to time. No notice of a change of address shall be effective until received by the other Party:

To Receiving Facility:

To Transferring Facility:

W. Peter Daniels, President/CEO
Elmhurst Memorial Hospital
155 East Brush Hill Road
Elmhurst, IL 60126
Fax No.: (331)-221-3716

8.4. **Assignment.** Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other, except that either Party may assign all or part of its rights and delegate all or part of its obligations under this Agreement to any entity controlled by or under common control with such Party.

8.5. **Entire Agreement; Amendment.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except in a writing signed by both Parties. All continuing covenants, duties, and obligations contained herein shall survive the expiration or termination of this Agreement.

8.6. **Governing Law.** This Agreement shall be construed and all of the rights, powers and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Illinois; provided, however, that the conflicts of law principles of the State of Illinois shall not apply to the extent that they would operate to apply the laws of another state.

8.7. **Headings.** The headings of articles and sections contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

8.8. **Non-discrimination.** Neither Party shall discriminate against any individuals on the basis of race, color, sex, age, religion, national origin, or disability in providing services under this Agreement.

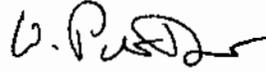
8.9. **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be in no way affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

8.10. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto, their respective successors and permitted assigns.

8.11. **Waiver.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, agreement, term or condition. Any Party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the day and year written above.

ELMHURST MEMORIAL HOSPITAL

By: 

Name: W. Peter Daniels

Title: President/ CEO

By: 

Name: Tiffany Barton

Title: Administrator

TRANSFER AGREEMENT
BY AND BETWEEN

AND
ELMHURST MEMORIAL HOSPITAL

THIS TRANSFER AGREEMENT ("Agreement") is entered into as of the 17th day of _____ February, 2012, by and between ElmBrook HC an Illinois ~~non-profit~~ corporation ("Receiving Facility") and Elmhurst Memorial Hospital an Illinois non-profit corporation ("Transferring Facility") (each a "Party" and collectively "Parties").

WHEREAS, Receiving Facility operates a sub acute care facility located at 127. W. Diversey Ave, Elmhurst, IL; and 60126

WHEREAS, patients ("Patients") of Transferring Facility, from time to time, require the services of a sub acute facility and the Parties agree to develop a relationship for purposes of transferring patients with a need for sub acute care to Receiving Facility.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants, agreements and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually agreed by the Parties as follows:

ARTICLE I.

Patient Transfers

1.1 Acceptance of Patients. Upon recommendation of an attending physician, and pursuant to the provisions of this Agreement, Receiving Facility agrees to admit Patients to its facility provided customary admission requirements and State and Federal laws and regulations are met. Notice of the transfer shall be given by Transferring Facility in accordance with applicable laws. Receiving Facility hereby acknowledges that it is equipped to provide health care appropriate for the medical needs of the Patients.

1.2 Appropriate Transfer. It shall be Transferring Facility's responsibility to arrange for appropriate and safe transportation and to arrange for the care of the Patient during a transfer. The Transferring Facility shall ensure that the transfer is carried out in accordance with all applicable laws and regulations.

1.3 Standard of Performance. Each Party shall, in performing its obligations under this Agreement, provide patient care services in accordance with the same standards as services provided under similar circumstances to all other patients of such Party, and as required by federal and state laws and Medicare/Medicaid certification standards. Each Party shall maintain all legally required certifications and licenses from all applicable governmental and accrediting bodies, and shall maintain full eligibility for participation

in Medicare and Medicaid.

1.4 Billing and Collections. Each Party shall be entitled to bill patients, payors, managed care plans and any other third party responsible for paying a patient's bill, for services rendered to patients by Party and its employees, agents and representatives under this Agreement. Each Party shall be solely responsible for all matters pertaining to the billing and collection of such charges. The Parties shall reasonably cooperate with each other in the preparation and completion of all necessary forms and documentation and the determination of insurance coverage and managed care requirements for each transferred patient. Each Party shall have the sole final responsibility for all forms, documentation, and insurance verification.

1.5 Personal Effects. Personal effects, if any, of any transferred patient shall be delivered to the transfer team or admissions department of the Receiving Facility. Personal effects include money, jewelry, personal papers and articles for personal hygiene.

ARTICLE II.

Medical Records

Subject to applicable confidentiality requirements, the Parties shall exchange all information which may be necessary or useful in the care and treatment of the transferred patients or which may be relevant in determining whether such patients can be adequately cared for by the other Party. All such information shall be provided by the Transferring Facility in advance, where possible, and in any event, at the time of the transfer. The Transferring Facility shall send a copy of all medical records that are available at the time of transfer to the Receiving Facility. Other records shall be sent as soon as practicable after the transfer. The Patient's medical records shall contain evidence that the Patient was transferred in accordance with all applicable laws and regulations.

ARTICLE III.

Term and Termination

3.1. Term. This Agreement shall be effective as of the day and year written above and shall remain in effect until terminated as provided herein.

3.2. Termination. This Agreement may be terminated as follows:

(a) Termination by Mutual Consent. The Parties may terminate this Agreement at any time by mutual written consent, and such termination shall be effective upon the date stated in the consent.

(b) Termination without Cause. Either Party may terminate the Agreement without cause by providing thirty (30) days' notice to the other Party.

(c) Termination for Cause. The Parties shall have the right to immediately

terminate this Agreement for cause upon the happening of any of the following:

- (i) If either Party determines that the continuation of this Agreement would endanger patient care.
- (ii) Violation by the other Party of any material provision of this Agreement, provided such violation continues for a period of thirty (30) days after receipt of written notice by the other Party specifying such violation with particularity.
- (iii) A general assignment by the other Party for the benefit of creditors; the institution by or against the other Party, as debtor, of proceedings of any nature under any law of the United States or any state, whether now existing or currently enacted or amended, for the relief of debtors, provided that in the event such proceedings are instituted against the other Party remain unstayed or undismissed for thirty (30) days; the liquidation of the other Party for any reason; or the appointment of a receiver to take charge of the other Party's affairs, provided such appointment remains undischarged for thirty (30) days. Such termination of the provisions of this Agreement shall not affect obligations which accrued prior to the effective date of such termination.
- (iv) Exclusion of either Party from participation in the Medicare or Medicaid programs or conviction of either Party of a felony.
- (v) Either Party's loss or suspension of any certification, license, accreditation, or other approval necessary to render patient care services.

ARTICLE IV.

Non-Exclusive Relationship

This Agreement shall be non-exclusive, either Party shall be free to enter into any other similar arrangement at any time and nothing in this Agreement shall be construed as limiting the right of either Party to affiliate or contract with any other entity on either a limited or general basis while this Agreement is in effect. Neither Party shall use the other Party's name or marks in any promotional or advertising material without first obtaining the written consent of the other Party.

ARTICLE V.

Certification and Insurance

5.1. Licenses, Permits, and Certification. Each Party represents to the other that it and all of its employees, agents and representatives possess and shall maintain in valid and current status during the term of this Agreement all required licenses, permits and certifications enabling each Party to provide the services set forth in this Agreement.

5.2. Insurance. Each Party shall maintain during the term of this Agreement, at its sole cost and expense, general liability and professional liability insurance in such amounts as are reasonable and customary in the industry to guard against those risks which are customarily insured against in connection with the operation of activities of comparable scope and size. A written certificate of such coverage shall be provided upon request to each Party together with a certification that such coverage may not be canceled without at least thirty (30) days notice to the other Party. Each Party shall notify the other Party within ten (10) days of any material change or cancellation in any policy of insurance required to be secured or maintained by such Party.

5.3. Notification of Claims. Each Party shall notify the other in writing, by certified mail, of any action or suit filed and shall give prompt notice of any claim made against either by any person or entity which may result in litigation related in any way to this Agreement.

ARTICLE VI.

Indemnification

Each Party shall indemnify and hold harmless the other Party from and against any and all manner of claims, demands, causes of action, liabilities, damages, costs, and expenses (including costs and reasonable attorney's fees) arising from or incident to the performance of such Party's duties hereunder, except for negligent or willful acts or omissions of the other Party. Notwithstanding anything to the contrary, a Party's obligations with respect to indemnification for acts described in this article shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which insurer is obligated to defend or satisfy.

ARTICLE VII.

Compliance With Laws

At all times, both Parties shall comply with all federal, state and local laws, rules and regulations now in effect or later adopted relating to the services to be provided hereunder and that may be applicable to the Parties including, but not limited to, laws, rules and regulations regarding confidentiality, disclosure and retention of patient records, such as the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996. A Party shall promptly notify the other Party if it receives notice of any actual or alleged infraction, violation, default or breach of the same that is related to this Agreement. Neither Transferring Facility or Receiving Facility, nor any employee, officer, director or agent thereof, is an "excluded person" under the Medicare rules and regulations.

As of the date hereof and throughout the term of this Agreement: (a) Transferring Facility represents, warrants and covenants to Receiving Facility that Transferring Facility is licensed to operate an acute care hospital and is a participating facility in Medicare and Medicaid; and (b) Receiving Facility represents, warrants and covenants to Transferring Facility that Receiving

Facility is licensed to operate a skilled nursing facility and is a participating facility in Medicare and Medicaid.

ARTICLE VIII.

Miscellaneous

8.1. Non-Referral of Patients. Neither Party will receive any payment for any patient referred or transferred to the other Party. A Party may refer or transfer patients to any facility based on its professional judgment and the individual needs and wishes of the patients.

8.2. Relationship of the Parties. The Parties expressly acknowledge that in performing their respective obligations under this Agreement, they are acting as independent contractors. Transferring Facility and Receiving Facility are not and shall not be considered joint venturers or partners, and nothing herein shall be construed to authorize either Party to act as general agent for the other. Neither Party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other Party. Each Party shall disclose in its respective dealings that they are separate entities.

8.3. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered or certified mail, return receipt requested or sent via a nationally recognized and receipted overnight courier service, to the Parties at their respective principal office of record as set forth below or designated in writing from time to time. No notice of a change of address shall be effective until received by the other Party:

To Receiving Facility:

Abraham Mathew, Administrator
Elm Brook Health Care
127, W. Diversely Ave,
Elmhurst, IL 60126

To Transferring Facility:

W. Peter Daniels, President/CEO
Elmhurst Memorial Hospital
155 East Brush Hill Road
Elmhurst, IL 60126
Fax No.: (331)-221-3716

8.4. Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other, except that either Party may assign all or part of its rights and delegate all or part of its obligations under this Agreement to any entity controlled by or under common control with such Party.

8.5. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except in a writing signed by both Parties. All continuing covenants, duties, and obligations contained herein shall survive the expiration or termination of this Agreement.

8.6. Governing Law. This Agreement shall be construed and all of the rights, powers and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Illinois; provided, however, that the conflicts of law principles of the State of Illinois shall not apply to the extent that they would operate to apply the laws of another state.

8.7. Headings. The headings of articles and sections contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

8.8. Non-discrimination. Neither Party shall discriminate against any individuals on the basis of race, color, sex, age, religion, national origin, or disability in providing services under this Agreement.

8.9. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be in no way affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

8.10. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto, their respective successors and permitted assigns.

8.11. Waiver. No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, agreement, term or condition. Any Party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the day and year written above.

ELMHURST MEMORIAL HOSPITAL

By: *W. Peter Daniels*

Name: W. Peter Daniels

Title: President/ CEO

By: *Abraham Mathew*

Name: Abraham Mathew

Title: Administrator

TRANSFER AGREEMENT
BY AND BETWEEN
Meadowbrook Manor AND
ELMHURST MEMORIAL HOSPITAL

THIS TRANSFER AGREEMENT ("Agreement") is entered into as of the 17 day of February, 2012, by and between _____, an Illinois non-profit corporation ("Receiving Facility") and Elmhurst Memorial Hospital an Illinois non-profit corporation ("Transferring Facility") (each a "Party" and collectively "Parties").

WHEREAS, Receiving Facility operates a sub acute care facility located at Meadowbrook Manor of La Grange; and

WHEREAS, patients ("Patients") of Transferring Facility, from time to time, require the services of a sub acute facility and the Parties agree to develop a relationship for purposes of transferring patients with a need for sub acute care to Receiving Facility;

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants, agreements and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually agreed by the Parties as follows:

ARTICLE I.

Patient Transfers

1.1 Acceptance of Patients. Upon recommendation of an attending physician and pursuant to the provisions of this Agreement, Receiving Facility agrees to admit Patients to its facility provided customary admission requirements and State and Federal laws and regulations are met. Notice of the transfer shall be given by Transferring Facility in accordance with applicable laws. Receiving Facility hereby acknowledges that it is equipped to provide health care appropriate for the medical needs of the Patients.

1.2 Appropriate Transfer. It shall be Transferring Facility's responsibility to arrange for appropriate and safe transportation and to arrange for the care of the Patient during a transfer. The Transferring Facility shall ensure that the transfer is carried out in accordance with all applicable laws and regulations.

1.3 Standard of Performance. Each Party shall, in performing its obligations under this Agreement, provide patient care services in accordance with the same standards as services provided under similar circumstances to all other patients of such Party, and as required by federal and state laws and Medicare/Medicaid certification standards. Each Party shall maintain all legally required certifications and licenses from all applicable governmental and accrediting bodies, and shall maintain full eligibility for participation

in Medicare and Medicaid.

1.4. Billing and Collections. Each Party shall be entitled to bill patients, payors, managed care plans and any other third party responsible for paying a patient's bill, for services rendered to patients by Party and its employees, agents and representatives under this Agreement. Each Party shall be solely responsible for all matters pertaining to the billing and collection of such charges. The Parties shall reasonably cooperate with each other in the preparation and completion of all necessary forms and documentation and the determination of insurance coverage and managed care requirements for each transferred patient. Each Party shall have the sole final responsibility for all forms, documentation, and insurance verification.

1.5. Personal Effects. Personal effects, if any, of any transferred patient shall be delivered to the transfer team or admissions department of the Receiving Facility. Personal effects include money, jewelry, personal papers and articles for personal hygiene.

ARTICLE II.

Medical Records

Subject to applicable confidentiality requirements, the Parties shall exchange all information which may be necessary or useful in the care and treatment of the transferred patients or which may be relevant in determining whether such patients can be adequately cared for by the other Party. All such information shall be provided by the Transferring Facility in advance, where possible, and in any event, at the time of the transfer. The Transferring Facility shall send a copy of all medical records that are available at the time of transfer to the Receiving Facility. Other records shall be sent as soon as practicable after the transfer. The Patient's medical records shall contain evidence that the Patient was transferred in accordance with all applicable laws and regulations.

ARTICLE III.

Term and Termination

3.1. Term. This Agreement shall be effective as of the day and year written above and shall remain in effect until terminated as provided herein.

3.2. Termination. This Agreement may be terminated as follows:

(a) Termination by Mutual Consent. The Parties may terminate this Agreement at any time by mutual written consent, and such termination shall be effective upon the date stated in the consent.

(b) Termination without Cause. Either Party may terminate the Agreement without cause by providing thirty (30) days' notice to the other Party.

(c) Termination for Cause. The Parties shall have the right to immediately

terminate this Agreement for cause upon the happening of any of the following:

- (i) If either Party determines that the continuation of this Agreement would endanger patient care.
- (ii) Violation by the other Party of any material provision of this Agreement, provided such violation continues for a period of thirty (30) days after receipt of written notice by the other Party specifying such violation with particularity.
- (iii) A general assignment by the other Party for the benefit of creditors; the institution by or against the other Party, as debtor, of proceedings of any nature under any law of the United States or any state, whether now existing or currently enacted or amended, for the relief of debtors, provided that in the event such proceedings are instituted against the other Party remain unstayed or undismissed for thirty (30) days; the liquidation of the other Party for any reason, or the appointment of a receiver to take charge of the other Party's affairs, provided such appointment remains undischarged for thirty (30) days. Such termination of the provisions of this Agreement shall not affect obligations which accrued prior to the effective date of such termination.
- (iv) Exclusion of either Party from participation in the Medicare or Medicaid programs or conviction of either Party of a felony.
- (v) Either Party's loss or suspension of any certification, license, accreditation, or other approval necessary to render patient care services.

ARTICLE IV.

Non-Exclusive Relationship

This Agreement shall be non-exclusive; either Party shall be free to enter into any other similar arrangement at any time and nothing in this Agreement shall be construed as limiting the right of either Party to affiliate or contract with any other entity on either a limited or general basis while this Agreement is in effect. Neither Party shall use the other Party's name or marks in any promotional or advertising material without first obtaining the written consent of the other Party.

ARTICLE V.

Certification and Insurance

5.1. Licenses, Permits, and Certification. Each Party represents to the other that it and all of its employees, agents and representatives possess and shall maintain in valid and current status during the term of this Agreement all required licenses, permits and certifications enabling each Party to provide the services set forth in this Agreement.

5.2. Insurance. Each Party shall maintain during the term of this Agreement, at its sole cost and expense, general liability and professional liability insurance in such amounts as are reasonable and customary in the industry to guard against those risks which are customarily insured against in connection with the operation of activities of comparable scope and size. A written certificate of such coverage shall be provided upon request to each Party together with a certification that such coverage may not be canceled without at least thirty (30) days notice to the other Party. Each Party shall notify the other Party within ten (10) days of any material change or cancellation in any policy of insurance required to be secured or maintained by such Party.

5.3. Notification of Claims. Each Party shall notify the other in writing, by certified mail, of any action or suit filed and shall give prompt notice of any claim made against either by any person or entity which may result in litigation related in any way to this Agreement.

ARTICLE VI.

Indemnification

Each Party shall indemnify and hold harmless the other Party from and against any and all manner of claims, demands, causes of action, liabilities, damages, costs, and expenses (including costs and reasonable attorney's fees) arising from or incident to the performance of such Party's duties hereunder, except for negligent or willful acts or omissions of the other Party. Notwithstanding anything to the contrary, a Party's obligations with respect to indemnification for acts described in this article shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which insurer is obligated to defend or satisfy.

ARTICLE VII.

Compliance With Laws

At all times, both Parties shall comply with all federal, state and local laws, rules and regulations now in effect or later adopted relating to the services to be provided hereunder and that may be applicable to the Parties including, but not limited to, laws, rules and regulations regarding confidentiality, disclosure and retention of patient records, such as the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996. A Party shall promptly notify the other Party if it receives notice of any actual or alleged infraction, violation, default or breach of the same that is related to this Agreement. Neither Transferring Facility or Receiving Facility, nor any employee, officer, director or agent thereof is an "excluded person" under the Medicare rules and regulations.

As of the date hereof and throughout the term of this Agreement, (a) Transferring Facility represents, warrants and covenants to Receiving Facility that Transferring Facility is licensed to operate an acute care hospital and is a participating facility in Medicare and Medicaid; and (b) Receiving Facility represents, warrants and covenants to Transferring Facility that Receiving

Facility is licensed to operate a skilled nursing facility and is a participating facility in Medicare and Medicaid.

ARTICLE VIII.

Miscellaneous

8.1. **Non-Referral of Patients.** Neither Party will receive any payment for any patient referred or transferred to the other Party. A Party may refer or transfer patients to any facility based on its professional judgment and the individual needs and wishes of the patients.

8.2. **Relationship of the Parties.** The Parties expressly acknowledge that in performing their respective obligations under this Agreement, they are acting as independent contractors. Transferring Facility and Receiving Facility are not and shall not be considered joint venturers or partners, and nothing herein shall be construed to authorize either Party to act as general agent for the other. Neither Party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other Party. Each Party shall disclose in its respective dealings that they are separate entities.

8.3. **Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered or certified mail, return receipt requested or sent via a nationally recognized and receipted overnight courier service, to the Parties at their respective principal office of record as set forth below or designated in writing from time to time. No notice of a change of address shall be effective until received by the other Party:

To Receiving Facility:

Meadowbrook Manor of LaGrange
339 South 9th Avenue
LaGrange, Illinois 60525-6429

To Transferring Facility:

W. Peter Daniels, President/CEO
Elmhurst Memorial Hospital
155 East Brush Hill Road
Elmhurst, IL 60126
Fax No.: (331)-221-3716

8.4. **Assignment.** Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other, except that either Party may assign all or part of its rights and delegate all or part of its obligations under this Agreement to any entity controlled by or under common control with such Party.

8.5. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except in a writing signed by both Parties. All continuing covenants, duties, and obligations contained herein shall survive the expiration or termination of this Agreement.

8.6. Governing Law. This Agreement shall be construed and all of the rights, powers and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Illinois; provided, however, that the conflicts of law principles of the State of Illinois shall not apply to the extent that they would operate to apply the laws of another state.

8.7. Headings. The headings of articles and sections contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

8.8. Non-discrimination. Neither Party shall discriminate against any individuals on the basis of race, color, sex, age, religion, national origin, or disability in providing services under this Agreement.

8.9. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be in no way affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

8.10. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto, their respective successors and permitted assigns.

8.11. Waiver. No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, agreement, term or condition. Any Party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the day and year written above.

ELMHURST MEMORIAL HOSPITAL

By: *W. Peter Daniels*

Name: W. Peter Daniels

Title: President/CEO

By:

David Shivers

Name:

David Shivers

Title:

Administrator

Meadowbrook Manor of LaGrange

339 South 9th Avenue

LaGrange, Illinois 60525-6489

TRANSFER AGREEMENT
BY AND BETWEEN
THE RENAISSANCE AT HILLSIDE AND
ELMHURST MEMORIAL HOSPITAL

THIS TRANSFER AGREEMENT ("Agreement") is entered into as of the 22nd day of _____ February, 2012, by and between _____, an Illinois non-profit corporation ("Receiving Facility") and Elmhurst Memorial Hospital an Illinois non-profit corporation ("Transferring Facility") (each a "Party" and collectively "Parties").

WHEREAS, Receiving Facility operates a sub acute care facility located at The Renaissance at Hillside; and

WHEREAS, patients ("Patients") of Transferring Facility, from time to time, require the services of a sub acute facility and the Parties agree to develop a relationship for purposes of transferring patients with a need for sub acute care to Receiving Facility.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants, agreements and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually agreed by the Parties as follows:

ARTICLE I.

Patient Transfers

1.1 Acceptance of Patients. Upon recommendation of an attending physician, and pursuant to the provisions of this Agreement, Receiving Facility agrees to admit Patients to its facility provided customary admission requirements and State and Federal laws and regulations are met. Notice of the transfer shall be given by Transferring Facility in accordance with applicable laws. Receiving Facility hereby acknowledges that it is equipped to provide health care appropriate for the medical needs of the Patients.

1.2 Appropriate Transfer. It shall be Transferring Facility's responsibility to arrange for appropriate and safe transportation and to arrange for the care of the Patient during a transfer. The Transferring Facility shall ensure that the transfer is carried out in accordance with all applicable laws and regulations.

1.3 Standard of Performance. Each Party shall, in performing its obligations under this Agreement, provide patient care services in accordance with the same standards as services provided under similar circumstances to all other patients of such Party, and as required by federal and state laws and Medicare/Medicaid certification standards. Each Party shall maintain all legally required certifications and licenses from all applicable governmental and accrediting bodies, and shall maintain full eligibility for participation

in Medicare and Medicaid.

1.4 Billing and Collections. Each Party shall be entitled to bill patients, payors, managed care plans and any other third party responsible for paying a patient's bill, for services rendered to patients by Party and its employees, agents and representatives under this Agreement. Each Party shall be solely responsible for all matters pertaining to the billing and collection of such charges. The Parties shall reasonably cooperate with each other in the preparation and completion of all necessary forms and documentation and the determination of insurance coverage and managed care requirements for each transferred patient. Each Party shall have the sole final responsibility for all forms, documentation, and insurance verification.

1.5 Personal Effects. Personal effects, if any, of any transferred patient shall be delivered to the transfer team or admissions department of the Receiving Facility. Personal effects include money, jewelry, personal papers and articles for personal hygiene.

ARTICLE II.

Medical Records

Subject to applicable confidentiality requirements, the Parties shall exchange all information which may be necessary or useful in the care and treatment of the transferred patients or which may be relevant in determining whether such patients can be adequately cared for by the other Party. All such information shall be provided by the Transferring Facility in advance, where possible, and in any event, at the time of the transfer. The Transferring Facility shall send a copy of all medical records that are available at the time of transfer to the Receiving Facility. Other records shall be sent as soon as practicable after the transfer. The Patient's medical records shall contain evidence that the Patient was transferred in accordance with all applicable laws and regulations.

ARTICLE III.

Term and Termination

3.1. Term. This Agreement shall be effective as of the day and year written above and shall remain in effect until terminated as provided herein.

3.2. Termination. This Agreement may be terminated as follows:

(a) Termination by Mutual Consent. The Parties may terminate this Agreement at any time by mutual written consent, and such termination shall be effective upon the date stated in the consent.

(b) Termination without Cause. Either Party may terminate the Agreement without cause by providing thirty (30) days' notice to the other Party.

(c) Termination for Cause. The Parties shall have the right to immediately

terminate this Agreement for cause upon the happening of any of the following:

- (i) If either Party determines that the continuation of this Agreement would endanger patient care.
- (ii) Violation by the other Party of any material provision of this Agreement, provided such violation continues for a period of thirty (30) days after receipt of written notice by the other Party specifying such violation with particularity.
- (iii) A general assignment by the other Party for the benefit of creditors; the institution by or against the other Party, as debtor, of proceedings of any nature under any law of the United States or any state, whether now existing or currently enacted or amended, for the relief of debtors, provided that in the event such proceedings are instituted against the other Party remain unstayed or undismissed for thirty (30) days; the liquidation of the other Party for any reason; or the appointment of a receiver to take charge of the other Party's affairs, provided such appointment remains undischarged for thirty (30) days. Such termination of the provisions of this Agreement shall not affect obligations which accrued prior to the effective date of such termination.
- (iv) Exclusion of either Party from participation in the Medicare or Medicaid programs or conviction of either Party of a felony.
- (v) Either Party's loss or suspension of any certification, license, accreditation, or other approval necessary to render patient care services.

ARTICLE IV.

Non-Exclusive Relationship

This Agreement shall be non-exclusive, either Party shall be free to enter into any other similar arrangement at any time and nothing in this Agreement shall be construed as limiting the right of either Party to affiliate or contract with any other entity on either a limited or general basis while this Agreement is in effect. Neither Party shall use the other Party's name or marks in any promotional or advertising material without first obtaining the written consent of the other Party.

ARTICLE V.

Certification and Insurance

5.1. Licenses, Permits, and Certification. Each Party represents to the other that it and all of its employees, agents and representatives possess and shall maintain in valid and current status during the term of this Agreement all required licenses, permits and certifications enabling each Party to provide the services set forth in this Agreement.

5.2. Insurance. Each Party shall maintain during the term of this Agreement, at its sole cost and expense, general liability and professional liability insurance in such amounts as are reasonable and customary in the industry to guard against those risks which are customarily insured against in connection with the operation of activities of comparable scope and size. A written certificate of such coverage shall be provided upon request to each Party together with a certification that such coverage may not be canceled without at least thirty (30) days notice to the other Party. Each Party shall notify the other Party within ten (10) days of any material change or cancellation in any policy of insurance required to be secured or maintained by such Party.

5.3. Notification of Claims. Each Party shall notify the other in writing, by certified mail, of any action or suit filed and shall give prompt notice of any claim made against either by any person or entity which may result in litigation related in any way to this Agreement.

ARTICLE VI.

Indemnification

Each Party shall indemnify and hold harmless the other Party from and against any and all manner of claims, demands, causes of action, liabilities, damages, costs, and expenses (including costs and reasonable attorney's fees) arising from or incident to the performance of such Party's duties hereunder, except for negligent or willful acts or omissions of the other Party. Notwithstanding anything to the contrary, a Party's obligations with respect to indemnification for acts described in this article shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which insurer is obligated to defend or satisfy.

ARTICLE VII.

Compliance With Laws

At all times, both Parties shall comply with all federal, state and local laws, rules and regulations now in effect or later adopted relating to the services to be provided hereunder and that may be applicable to the Parties including, but not limited to, laws, rules and regulations regarding confidentiality, disclosure and retention of patient records, such as the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996. A Party shall promptly notify the other Party if it receives notice of any actual or alleged infraction, violation, default or breach of the same that is related to this Agreement. Neither Transferring Facility or Receiving Facility, nor any employee, officer, director or agent thereof, is an "excluded person" under the Medicare rules and regulations.

As of the date hereof and throughout the term of this Agreement: (a) Transferring Facility represents, warrants and covenants to Receiving Facility that Transferring Facility is licensed to operate an acute care hospital and is a participating facility in Medicare and Medicaid; and (b) Receiving Facility represents, warrants and covenants to Transferring Facility that Receiving

Facility is licensed to operate a skilled nursing facility and is a participating facility in Medicare and Medicaid.

ARTICLE VIII.

Miscellaneous

8.1. Non-Referral of Patients. Neither Party will receive any payment for any patient referred or transferred to the other Party. A Party may refer or transfer patients to any facility based on its professional judgment and the individual needs and wishes of the patients.

8.2. Relationship of the Parties. The Parties expressly acknowledge that in performing their respective obligations under this Agreement, they are acting as independent contractors. Transferring Facility and Receiving Facility are not and shall not be considered joint venturers or partners, and nothing herein shall be construed to authorize either Party to act as general agent for the other. Neither Party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other Party. Each Party shall disclose in its respective dealings that they are separate entities.

8.3. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered or certified mail, return receipt requested or sent via a nationally recognized and receipted overnight courier service, to the Parties at their respective principal office of record as set forth below or designated in writing from time to time. No notice of a change of address shall be effective until received by the other Party:

To Receiving Facility:

Mo Polstein, Administrator
The Renaissance at Hillside
4600 N. Frontage Rd.
Hillside, IL 60162
Fax :312-896-1572

To Transferring Facility:

W. Peter Daniels, President/CEO
Elmhurst Memorial Hospital
155 East Brush Hill Road
Elmhurst, IL 60126
Fax No.: (331)-221-3716

8.4. Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other, except that either Party may assign

all or part of its rights and delegate all or part of its obligations under this Agreement to any entity controlled by or under common control with such Party.

8.5. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except in a writing signed by both Parties. All continuing covenants, duties, and obligations contained herein shall survive the expiration or termination of this Agreement.

8.6. Governing Law. This Agreement shall be construed and all of the rights, powers and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Illinois; provided, however, that the conflicts of law principles of the State of Illinois shall not apply to the extent that they would operate to apply the laws of another state.

8.7. Headings. The headings of articles and sections contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

8.8. Non-discrimination. Neither Party shall discriminate against any individuals on the basis of race, color, sex, age, religion, national origin, or disability in providing services under this Agreement.

8.9. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be in no way affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

8.10. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto, their respective successors and permitted assigns.

8.11. Waiver. No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, agreement, term or condition. Any Party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the day and year written above.

ELMHURST MEMORIAL HOSPITAL

By: 

Name: W. Peter Daniels

Title: President/ CEO

By: 

Name: Mo Polstein

Title: Administrator

TRANSFER AGREEMENT
BY AND BETWEEN
(EECC) ELMHURST EXTENDED CARE CENTER AND
ELMHURST MEMORIAL HOSPITAL

THIS TRANSFER AGREEMENT ("Agreement") is entered into as of the 23rd day of February, 2012, by and between EECC, an Illinois ~~for~~ profit corporation ("Receiving Facility") and Elmhurst Memorial Hospital an Illinois non-profit corporation ("Transferring Facility") (each a "Party" and collectively "Parties").

WHEREAS, Receiving Facility operates a sub acute care facility located at 200 E. LAKE ST, ELMHURST, ILL. 60126; and

WHEREAS, patients ("Patients") of Transferring Facility, from time to time, require the services of a sub acute facility and the Parties agree to develop a relationship for purposes of transferring patients with a need for sub acute care to Receiving Facility.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants, agreements and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually agreed by the Parties as follows:

ARTICLE I.

Patient Transfers

1.1 Acceptance of Patients. Upon recommendation of an attending physician, and pursuant to the provisions of this Agreement, Receiving Facility agrees to admit Patients to its facility provided customary admission requirements and State and Federal laws and regulations are met. Notice of the transfer shall be given by Transferring Facility in accordance with applicable laws. Receiving Facility hereby acknowledges that it is equipped to provide health care appropriate for the medical needs of the Patients.

1.2 Appropriate Transfer. It shall be Transferring Facility's responsibility to arrange for appropriate and safe transportation and to arrange for the care of the Patient during a transfer. The Transferring Facility shall ensure that the transfer is carried out in accordance with all applicable laws and regulations.

1.3 Standard of Performance. Each Party shall, in performing its obligations under this Agreement, provide patient care services in accordance with the same standards as services provided under similar circumstances to all other patients of such Party, and as required by federal and state laws and Medicare/Medicaid certification standards. Each Party shall maintain all legally required certifications and licenses from all applicable governmental and accrediting bodies, and shall maintain full eligibility for participation

in Medicare and Medicaid.

1.4 Billing and Collections. Each Party shall be entitled to bill patients, payors, managed care plans and any other third party responsible for paying a patient's bill, for services rendered to patients by Party and its employees, agents and representatives under this Agreement. Each Party shall be solely responsible for all matters pertaining to the billing and collection of such charges. The Parties shall reasonably cooperate with each other in the preparation and completion of all necessary forms and documentation and the determination of insurance coverage and managed care requirements for each transferred patient. Each Party shall have the sole final responsibility for all forms, documentation, and insurance verification.

1.5 Personal Effects. Personal effects, if any, of any transferred patient shall be delivered to the transfer team or admissions department of the Receiving Facility. Personal effects include money, jewelry, personal papers and articles for personal hygiene.

ARTICLE II.

Medical Records

Subject to applicable confidentiality requirements, the Parties shall exchange all information which may be necessary or useful in the care and treatment of the transferred patients or which may be relevant in determining whether such patients can be adequately cared for by the other Party. All such information shall be provided by the Transferring Facility in advance, where possible, and in any event, at the time of the transfer. The Transferring Facility shall send a copy of all medical records that are available at the time of transfer to the Receiving Facility. Other records shall be sent as soon as practicable after the transfer. The Patient's medical records shall contain evidence that the Patient was transferred in accordance with all applicable laws and regulations.

ARTICLE III.

Term and Termination

3.1. Term. This Agreement shall be effective as of the day and year written above and shall remain in effect until terminated as provided herein.

3.2. Termination. This Agreement may be terminated as follows:

(a) Termination by Mutual Consent. The Parties may terminate this Agreement at any time by mutual written consent, and such termination shall be effective upon the date stated in the consent.

(b) Termination without Cause. Either Party may terminate the Agreement without cause by providing thirty (30) days' notice to the other Party.

(c) Termination for Cause. The Parties shall have the right to immediately

terminate this Agreement for cause upon the happening of any of the following:

- (i) If either Party determines that the continuation of this Agreement would endanger patient care.
- (ii) Violation by the other Party of any material provision of this Agreement, provided such violation continues for a period of thirty (30) days after receipt of written notice by the other Party specifying such violation with particularity.
- (iii) A general assignment by the other Party for the benefit of creditors; the institution by or against the other Party, as debtor, of proceedings of any nature under any law of the United States or any state, whether now existing or currently enacted or amended, for the relief of debtors, provided that in the event such proceedings are instituted against the other Party remain unstayed or undismissed for thirty (30) days; the liquidation of the other Party for any reason; or the appointment of a receiver to take charge of the other Party's affairs, provided such appointment remains undischarged for thirty (30) days. Such termination of the provisions of this Agreement shall not affect obligations which accrued prior to the effective date of such termination.
- (iv) Exclusion of either Party from participation in the Medicare or Medicaid programs or conviction of either Party of a felony.
- (v) Either Party's loss or suspension of any certification, license, accreditation, or other approval necessary to render patient care services.

ARTICLE IV.

Non-Exclusive Relationship

This Agreement shall be non-exclusive, either Party shall be free to enter into any other similar arrangement at any time and nothing in this Agreement shall be construed as limiting the right of either Party to affiliate or contract with any other entity on either a limited or general basis while this Agreement is in effect. Neither Party shall use the other Party's name or marks in any promotional or advertising material without first obtaining the written consent of the other Party.

ARTICLE V.

Certification and Insurance

5.1. Licenses, Permits, and Certification. Each Party represents to the other that it and all of its employees, agents and representatives possess and shall maintain in valid and current status during the term of this Agreement all required licenses, permits and certifications enabling each Party to provide the services set forth in this Agreement.

5.2. Insurance. Each Party shall maintain during the term of this Agreement, at its sole cost and expense, general liability and professional liability insurance in such amounts as are reasonable and customary in the industry to guard against those risks which are customarily insured against in connection with the operation of activities of comparable scope and size. A written certificate of such coverage shall be provided upon request to each Party together with a certification that such coverage may not be canceled without at least thirty (30) days notice to the other Party. Each Party shall notify the other Party within ten (10) days of any material change or cancellation in any policy of insurance required to be secured or maintained by such Party.

5.3. Notification of Claims. Each Party shall notify the other in writing, by certified mail, of any action or suit filed and shall give prompt notice of any claim made against either by any person or entity which may result in litigation related in any way to this Agreement.

ARTICLE VI.

Indemnification

Each Party shall indemnify and hold harmless the other Party from and against any and all manner of claims, demands, causes of action, liabilities, damages, costs, and expenses (including costs and reasonable attorney's fees) arising from or incident to the performance of such Party's duties hereunder, except for negligent or willful acts or omissions of the other Party. Notwithstanding anything to the contrary, a Party's obligations with respect to indemnification for acts described in this article shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which insurer is obligated to defend or satisfy.

ARTICLE VII.

Compliance With Laws

At all times, both Parties shall comply with all federal, state and local laws, rules and regulations now in effect or later adopted relating to the services to be provided hereunder and that may be applicable to the Parties including, but not limited to, laws, rules and regulations regarding confidentiality, disclosure and retention of patient records, such as the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996. A Party shall promptly notify the other Party if it receives notice of any actual or alleged infraction, violation, default or breach of the same that is related to this Agreement. Neither Transferring Facility or Receiving Facility, nor any employee, officer, director or agent thereof, is an "excluded person" under the Medicare rules and regulations.

As of the date hereof and throughout the term of this Agreement: (a) Transferring Facility represents, warrants and covenants to Receiving Facility that Transferring Facility is licensed to operate an acute care hospital and is a participating facility in Medicare and Medicaid; and (b) Receiving Facility represents, warrants and covenants to Transferring Facility that Receiving

Facility is licensed to operate a skilled nursing facility and is a participating facility in Medicare and Medicaid.

ARTICLE VIII.

Miscellaneous

8.1. Non-Referral of Patients. Neither Party will receive any payment for any patient referred or transferred to the other Party. A Party may refer or transfer patients to any facility based on its professional judgment and the individual needs and wishes of the patients.

8.2. Relationship of the Parties. The Parties expressly acknowledge that in performing their respective obligations under this Agreement, they are acting as independent contractors. Transferring Facility and Receiving Facility are not and shall not be considered joint venturers or partners, and nothing herein shall be construed to authorize either Party to act as general agent for the other. Neither Party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other Party. Each Party shall disclose in its respective dealings that they are separate entities.

8.3. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered or certified mail, return receipt requested or sent via a nationally recognized and receipted overnight courier service, to the Parties at their respective principal office of record as set forth below or designated in writing from time to time. No notice of a change of address shall be effective until received by the other Party:

To Receiving Facility:
JOHN MASSARD, ADMINISTRATOR
ELMHURST EXTENDED CARE CENTER
200 E. LAKE ST
ELMHURST, ILL 60126
FAX NO. (630) 834-0480

To Transferring Facility:

W. Peter Daniels, President/CEO
Elmhurst Memorial Hospital
155 East Brush Hill Road
Elmhurst, IL 60126
Fax No.: (331)-221-3716

8.4. Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other, except that either Party may assign all or part of its rights and delegate all or part of its obligations under this Agreement to any entity controlled by or under common control with such Party.

8.5. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except in a writing signed by both Parties. All continuing covenants, duties, and obligations contained herein shall survive the expiration or termination of this Agreement.

8.6. Governing Law. This Agreement shall be construed and all of the rights, powers and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Illinois; provided, however, that the conflicts of law principles of the State of Illinois shall not apply to the extent that they would operate to apply the laws of another state.

8.7. Headings. The headings of articles and sections contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

8.8. Non-discrimination. Neither Party shall discriminate against any individuals on the basis of race, color, sex, age, religion, national origin, or disability in providing services under this Agreement.

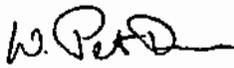
8.9. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be in no way affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

8.10. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto, their respective successors and permitted assigns.

8.11. Waiver. No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, agreement, term or condition. Any Party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the day and year written above.

ELMHURST MEMORIAL HOSPITAL

By: 

Name: W. Peter Daniels

Title: President/ CEO

By: 

Name: JOHN MASSARD

Title: ADMINISTRATOR

TRANSFER AGREEMENT
BY AND BETWEEN
Bridgeway Christian Village AND
ELMHURST MEMORIAL HOSPITAL

THIS TRANSFER AGREEMENT ("Agreement") is entered into as of the 23 day of _____ February, 2012, by and between Bridgeway, an Illinois non-profit corporation ("Receiving Facility") and Elmhurst Memorial Hospital an Illinois non-profit corporation ("Transferring Facility") (each a "Party" and collectively "Parties").

WHEREAS, Receiving Facility operates a sub acute care facility located at 111 E. Washington St Bensenville; and

WHEREAS, patients ("Patients") of Transferring Facility, from time to time, require the services of a sub acute facility and the Parties agree to develop a relationship for purposes of transferring patients with a need for sub acute care to Receiving Facility.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants, agreements and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually agreed by the Parties as follows:

ARTICLE I.

Patient Transfers

1.1 Acceptance of Patients. Upon recommendation of an attending physician, and pursuant to the provisions of this Agreement, Receiving Facility agrees to admit Patients to its facility provided customary admission requirements and State and Federal laws and regulations are met. Notice of the transfer shall be given by Transferring Facility in accordance with applicable laws. Receiving Facility hereby acknowledges that it is equipped to provide health care appropriate for the medical needs of the Patients.

1.2 Appropriate Transfer. It shall be Transferring Facility's responsibility to arrange for appropriate and safe transportation and to arrange for the care of the Patient during a transfer. The Transferring Facility shall ensure that the transfer is carried out in accordance with all applicable laws and regulations.

1.3 Standard of Performance. Each Party shall, in performing its obligations under this Agreement, provide patient care services in accordance with the same standards as services provided under similar circumstances to all other patients of such Party, and as required by federal and state laws and Medicare/Medicaid certification standards. Each Party shall maintain all legally required certifications and licenses from all applicable governmental and accrediting bodies, and shall maintain full eligibility for participation

in Medicare and Medicaid.

1.4 Billing and Collections. Each Party shall be entitled to bill patients, payors, managed care plans and any other third party responsible for paying a patient's bill, for services rendered to patients by Party and its employees, agents and representatives under this Agreement. Each Party shall be solely responsible for all matters pertaining to the billing and collection of such charges. The Parties shall reasonably cooperate with each other in the preparation and completion of all necessary forms and documentation and the determination of insurance coverage and managed care requirements for each transferred patient. Each Party shall have the sole final responsibility for all forms, documentation, and insurance verification.

1.5 Personal Effects. Personal effects, if any, of any transferred patient shall be delivered to the transfer team or admissions department of the Receiving Facility. Personal effects include money, jewelry, personal papers and articles for personal hygiene.

ARTICLE II.

Medical Records

Subject to applicable confidentiality requirements, the Parties shall exchange all information which may be necessary or useful in the care and treatment of the transferred patients or which may be relevant in determining whether such patients can be adequately cared for by the other Party. All such information shall be provided by the Transferring Facility in advance, where possible, and in any event, at the time of the transfer. The Transferring Facility shall send a copy of all medical records that are available at the time of transfer to the Receiving Facility. Other records shall be sent as soon as practicable after the transfer. The Patient's medical records shall contain evidence that the Patient was transferred in accordance with all applicable laws and regulations.

ARTICLE III.

Term and Termination

3.1. Term. This Agreement shall be effective as of the day and year written above and shall remain in effect until terminated as provided herein.

3.2. Termination. This Agreement may be terminated as follows:

(a) Termination by Mutual Consent. The Parties may terminate this Agreement at any time by mutual written consent, and such termination shall be effective upon the date stated in the consent.

(b) Termination without Cause. Either Party may terminate the Agreement without cause by providing thirty (30) days' notice to the other Party.

(c) Termination for Cause. The Parties shall have the right to immediately

terminate this Agreement for cause upon the happening of any of the following:

- (i) If either Party determines that the continuation of this Agreement would endanger patient care.
- (ii) Violation by the other Party of any material provision of this Agreement, provided such violation continues for a period of thirty (30) days after receipt of written notice by the other Party specifying such violation with particularity.
- (iii) A general assignment by the other Party for the benefit of creditors; the institution by or against the other Party, as debtor, of proceedings of any nature under any law of the United States or any state, whether now existing or currently enacted or amended, for the relief of debtors, provided that in the event such proceedings are instituted against the other Party remain unstayed or undismissed for thirty (30) days; the liquidation of the other Party for any reason; or the appointment of a receiver to take charge of the other Party's affairs, provided such appointment remains undischarged for thirty (30) days. Such termination of the provisions of this Agreement shall not affect obligations which accrued prior to the effective date of such termination.
- (iv) Exclusion of either Party from participation in the Medicare or Medicaid programs or conviction of either Party of a felony.
- (v) Either Party's loss or suspension of any certification, license, accreditation, or other approval necessary to render patient care services.

ARTICLE IV.

Non-Exclusive Relationship

This Agreement shall be non-exclusive, either Party shall be free to enter into any other similar arrangement at any time and nothing in this Agreement shall be construed as limiting the right of either Party to affiliate or contract with any other entity on either a limited or general basis while this Agreement is in effect. Neither Party shall use the other Party's name or marks in any promotional or advertising material without first obtaining the written consent of the other Party.

ARTICLE V.

Certification and Insurance

5.1. Licenses, Permits, and Certification. Each Party represents to the other that it and all of its employees, agents and representatives possess and shall maintain in valid and current status during the term of this Agreement all required licenses, permits and certifications enabling each Party to provide the services set forth in this Agreement.

5.2. Insurance. Each Party shall maintain during the term of this Agreement, at its sole cost and expense, general liability and professional liability insurance in such amounts as are reasonable and customary in the industry to guard against those risks which are customarily insured against in connection with the operation of activities of comparable scope and size. A written certificate of such coverage shall be provided upon request to each Party together with a certification that such coverage may not be canceled without at least thirty (30) days notice to the other Party. Each Party shall notify the other Party within ten (10) days of any material change or cancellation in any policy of insurance required to be secured or maintained by such Party.

5.3. Notification of Claims. Each Party shall notify the other in writing, by certified mail, of any action or suit filed and shall give prompt notice of any claim made against either by any person or entity which may result in litigation related in any way to this Agreement.

ARTICLE VI.

Indemnification

Each Party shall indemnify and hold harmless the other Party from and against any and all manner of claims, demands, causes of action, liabilities, damages, costs, and expenses (including costs and reasonable attorney's fees) arising from or incident to the performance of such Party's duties hereunder, except for negligent or willful acts or omissions of the other Party. Notwithstanding anything to the contrary, a Party's obligations with respect to indemnification for acts described in this article shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which insurer is obligated to defend or satisfy.

ARTICLE VII.

Compliance With Laws

At all times, both Parties shall comply with all federal, state and local laws, rules and regulations now in effect or later adopted relating to the services to be provided hereunder and that may be applicable to the Parties including, but not limited to, laws, rules and regulations regarding confidentiality, disclosure and retention of patient records, such as the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996. A Party shall promptly notify the other Party if it receives notice of any actual or alleged infraction, violation, default or breach of the same that is related to this Agreement. Neither Transferring Facility or Receiving Facility, nor any employee, officer, director or agent thereof, is an "excluded person" under the Medicare rules and regulations.

As of the date hereof and throughout the term of this Agreement: (a) Transferring Facility represents, warrants and covenants to Receiving Facility that Transferring Facility is licensed to operate an acute care hospital and is a participating facility in Medicare and Medicaid; and (b) Receiving Facility represents, warrants and covenants to Transferring Facility that Receiving

Facility is licensed to operate a skilled nursing facility and is a participating facility in Medicare and Medicaid.

ARTICLE VIII.

Miscellaneous

8.1. Non-Referral of Patients. Neither Party will receive any payment for any patient referred or transferred to the other Party. A Party may refer or transfer patients to any facility based on its professional judgment and the individual needs and wishes of the patients.

8.2. Relationship of the Parties. The Parties expressly acknowledge that in performing their respective obligations under this Agreement, they are acting as independent contractors. Transferring Facility and Receiving Facility are not and shall not be considered joint venturers or partners, and nothing herein shall be construed to authorize either Party to act as general agent for the other. Neither Party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other Party. Each Party shall disclose in its respective dealings that they are separate entities.

8.3. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered or certified mail, return receipt requested or sent via a nationally recognized and receipted overnight courier service, to the Parties at their respective principal office of record as set forth below or designated in writing from time to time. No notice of a change of address shall be effective until received by the other Party:

To Receiving Facility:

111 E. Washington St.
Bensenville, IL 60106

To Transferring Facility:

W. Peter Daniels, President/CEO
Elmhurst Memorial Hospital
155 East Brush Hill Road
Elmhurst, IL 60126
Fax No.: (331)-221-3716

8.4. Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other, except that either Party may assign all or part of its rights and delegate all or part of its obligations under this Agreement to any entity controlled by or under common control with such Party.

8.5. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except in a writing signed by both Parties. All continuing covenants, duties, and obligations contained herein shall survive the expiration or termination of this Agreement.

8.6. Governing Law. This Agreement shall be construed and all of the rights, powers and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Illinois; provided, however, that the conflicts of law principles of the State of Illinois shall not apply to the extent that they would operate to apply the laws of another state.

8.7. Headings. The headings of articles and sections contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

8.8. Non-discrimination. Neither Party shall discriminate against any individuals on the basis of race, color, sex, age, religion, national origin, or disability in providing services under this Agreement.

8.9. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be in no way affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

8.10. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto, their respective successors and permitted assigns.

8.11. Waiver. No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, agreement, term or condition. Any Party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

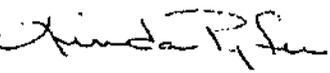
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the day and year written above.

ELMHURST MEMORIAL HOSPITAL

By: 

Name: W. Peter Daniels

Title: President/ CEO

By: 

Name: Linda Pyfer

Title: Administrator



January 23, 2012

Mr. W. Peter Daniels, FACHE
President/CEO
Elmhurst Memorial Healthcare
155 E. Brush Hill Road
Elmhurst, IL 60126

Dear Mr. Daniels:

On January 9, 2012 I sent a letter to you based on the requirement of the Illinois Health Facilities and Services Review Board indicating that your decision to discontinue mental health services on your north campus would have a negative impact on Northwest Community Healthcare. At that time, and absent any other information, that was our assessment.

Since then you and I have spoken and I now have the understanding that you have made alternative arrangements to meet the needs of these patients with Vanguard, MacNeal, Linden Oaks and Alexian Brothers Health System. Given those arrangements, I have reassessed the impact and it is now our thinking that your discontinuation of services will have little or no impact on Northwest Community Healthcare.

I hope this clarification is helpful. Should you have the need to discuss this further, please feel free to contact me at 847-618-5015.

Sincerely,

Bruce K. Crowther
President & CEO

BKC/sll

January 2, 2012

W. Peter Daniels, FACHE
President/CEO
Elmhurst Memorial Hospital
155 East Brush Hill Road
Elmhurst, IL 60126

Dear Mr. Daniels:

Per your later dated December 14, 2011 Elmhurst Memorial Healthcare is planning to discontinue its inpatient acute mental illness category of service. The closure of additional psychiatric beds in Illinois will certainly have a negative impact on a behavioral health system that is already experiencing significant strain. Currently the shortage of psychiatric beds throughout the state results in long patient stays in emergency departments, placement of psychiatric patients in medical beds, and patients on waiting lists for inpatient admission. This problem was well documented in a white paper written by the Illinois Hospital Association in May 2011 "Illinois Mental Health and Substance Abuse Services in Crisis".

(<http://www.ihatoday.org/uploadDocs/1/shapingdebatemay.pdf>).

Linden Oaks at Edward will work with Elmhurst Memorial Healthcare to accept inpatient psychiatric patients on transfer whenever possible. Such transfers, however, are subject to bed availability, and Linden Oaks is frequently at maximal capacity. We have long enjoyed an excellent working relationship with the behavioral health team at EMH, and will continue to work together to meet the needs of behavioral health patients.

Sincerely,



Mary Lou Mastro, MS, RN, FACHE
President





www.HartgroveHospital.com

5730 WEST ROOSEVELT ROAD | CHICAGO, IL 60644

773-413-1700 | 800.478.4783

February 3, 2012

Mr. Peter Daniels
Chief Executive Officer
Elmhurst Memorial Healthcare
155 East Brush Hill Road
Elmhurst, Illinois 60126

Dear Mr. Daniels:

As CEO of Hartgrove Hospital and Regional Vice President of UHS, I am writing to express support in closing the 18-bed adult psychiatric unit at the Berneau Campus. We support this measure as there are sufficient acute inpatient psychiatric beds in the area to meet the current demand of the community. We commit to actively partner with Elmhurst Memorial Healthcare, the patients needing services and the surrounding communities. Hartgrove Hospital serves pediatrics as young as the age of three as well as adolescents, young adults and adults. Our services are comprehensive and include all levels of care. Our continuum of care is dedicated to providing services for our patients, their families and our community.

In the State of Illinois, UHS currently provides mental health and substance abuse services through a full continuum of care. These services include short-term crisis stabilization inpatient services, long term treatment, partial hospitalization programs and outpatient services in Chicago, Forest Park, Streamwood, Springfield and Champaign.

We work with a very diverse population and are proud to have provided services for over 50 years while treating some of the most clinically challenging and difficult patients, with very positive clinical outcomes. We have earned a reputation of being the facility to treat many clinically complex patients due to our highly specialized programming, some of which are only available through our system of care and again have yielded consistent successful outcomes.

If you have any questions or need further clarification, please do not hesitate to contact me.

Sincerely,

Steven Airhart
CEO, Hartgrove Hospital
Regional Vice President, UHS of Delaware, Inc.



ALEXIAN
BROTHERS
Behavioral Health Hospital

January 30, 2012

W. Peter Daniels
President/CEO
Elmhurst Memorial Hospital
155 E. Brush Hill Rd.
Elmhurst, IL 60126

Dear Mr. Daniels,

Alexian Brothers Behavioral Health Hospital ("ABBHH") is a free standing behavioral health facility located in Hoffman Estates, Illinois. We treat adolescents, adults and older adults on an inpatient basis. However, due to the "institution for mental diseases" ("IMD") exclusion, no Medicaid payments can be made for services provided either in or outside of the facility for IMD patients between the ages of 22 and 64. In addition to our inpatient services, ABBHH offers a full complement of partial hospital and intensive outpatient services.

You have advised that Elmhurst Memorial Hospital will be discontinuing its inpatient psychiatric services, and that you have arranged with other psychiatric facilities for the transfer of children under the age of 12 years and adult patients. With regard to inpatient adolescent patient services, ABBHH agrees to enter into a non binding transfer agreement for this group of patients.

The closing of your unit should not adversely affect our ability to treat this population and we will work collaboratively with Elmhurst Memorial Hospital to address the behavioral health needs of the clients that present in your Emergency Department.

Please feel free to contact me with any questions you may have.

Best regards,

Clayton Ciha
President/CEO
Phone: 847-755-8001
Fax: 847-755-8060
Clayton.Ciha@alexian.net

cc: Mark Frey, President/CEO ABHS



January 27, 2012

Peter Daniels, President/CEO
Elmhurst Memorial Healthcare
155 East Brush Hill Drive
Elmhurst, IL 60126

Dear Mr. Daniels,

I am writing this letter in support of Elmhurst Memorial Hospital's (EMH) decision to close their Inpatient Behavioral Health Program. EMH and Streamwood Behavioral Healthcare System (SBHS) have been partners in the community for many years. I am sorry to see this Program at EMH close, but want reassure your Hospital Leadership Team as well as your community members that SBHS is able to serve adolescent psychiatric patients. Additionally, I would be interested in discussing the possibility of forming a transfer agreement between SBHS and EMH for Adolescent Inpatient Psychiatric Care.

SBHS gives EMH our fullest support during this time of transition. Please feel free to contact me at 630-837-9000 if I can be of any further assistance.

Sincerely,

A handwritten signature in cursive script that reads 'Roxane Harcourt, CEO'.

Roxane Harcourt, CEO
Streamwood Behavioral Healthcare System
1400 East Irving Park Road, Streamwood, IL 60107



Peter Daniels
CEO
Elmhurst Memorial Hospital
155 East Brush Hill Road
Elmhurst, IL 60126

January 27, 2012

Dear Mr. Daniels,

I am writing to express support from Riveredge Hospital in closing the 18-bed adult psychiatric unit at the Berteau Campus. We support this measure as there are sufficient acute inpatient psychiatric beds in the area to meet the current demand of the community. We commit to actively partner with Elmhurst Memorial Hospital, the patients needing services and the surrounding communities. We currently treat and have capacity in the following service lines: children, adolescents, adults and geriatric inpatient units.

We appreciate the partnership with Elmhurst Memorial Hospital and the commitment to providing quality healthcare. If I can be of further assistance, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Carey Carlock". The signature is fluid and cursive, with a large loop at the end.

Carey Carlock
CEO
Riveredge Hospital