

FOLEY & ASSOCIATES

1638 South MacArthur • Springfield, Illinois 62704 • 217/544-1551

HAND DELIVERED

December 26, 2013

RECEIVED

DEC 26 2013

Ms. Courtney Avery, Administrator
Health Facilities and Services Review Board
Illinois Department of Public Health
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

HEALTH FACILITIES
SERVICES REVIEW BOARD

Re: Annual Progress Report, HFSRB Project
Number **12-083**

Dear Ms. Avery:

Please accept this letter as the submission of the above referenced project's annual progress report. As the project is complete and operating this report serves to provide status of the Applicant's adherence and progress in completing the outstanding settlement agreement. Enclosed herein is a report from the Applicant documenting compliance by item of the settlement agreement.

Thanks for your consideration on this matter. Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



John P. Knier
Health Care Consultant

ENCLOSURE

c: Brian Levinson



Health Care Consulting



THE BRIDGESM
CARE SUITES

3089 Old Jacksonville Road
Springfield, Illinois 62704
217-787-0000

To: Health Facilities and Services Review Board
From: John Laurenzana, LNHA – Associate Executive Director
CC: Benjamin Klein, Brian Levinson, Mark Shapiro, Abraham Gutniki
RE: Consent Agreement – Springfield Nursing & Rehabilitation Center Project #08-086 Annual Report

This report serves as the Annual Report from Springfield Nursing & Rehabilitation Center (DBA “The Bridge Care Suites”) in accordance with the agreement between OJCC Realty, LLC and the Health Facilities and Services Review Board, signed August 15, 2013 and counter-signed May 1, 2013. A copy of which is attached to this report.

Section A – Respondent Status of Programs

Subsection 3 – “Pay a fine of \$20,000.00 within 30 days from the date of the final order issued in this matter.”

Status – Complete

Subsection 4 – “Initiate a Charity Respite Care Program (Program) which includes providing a total of \$60,300.00 in free respite services to patients who are either uninsured or underinsured and who would be unable to receive these services or would suffer financial hardship if not for this Program.

Status – Complete

The Charity Respite Program is operational and available per the agreement guidelines to include subsections 4a-d, f. (Subsection e addressed under separate heading, below)

Subsection 4e – “Respondent will keep a record of all recipients who receive Program services as a result of this Consent Agreement and will keep this list confidential. Respondent agrees to obey all laws regarding confidentiality and privacy including the Health Insurance Portability and Accountability Act (“HIPAA”) with regard to the keeping of the patient records”

Status – In Compliance

To date, Respondent has extended the Program services to 4 patients for a total of 113 days of Program services. To date, program services amount to a total of \$50,850.00
A remainder of 21 days are available for the Program during the agreed upon period of time remaining. (Appendix I)

Subsection 5 (a-h) – “Initiate a series of Community Health Screenings (Screenings) at Springfield Nursing and Rehabilitation Center which includes providing a total of \$33,000 worth of free community health screenings.

Status – In Compliance

To date, Respondent has conducted two (2) health screenings on August 1, 2013 and November 22nd, 2013. In compliance with Subsection 12 of the agreement, the following information is provided: Marketing - Print advertising (Appendix II), web based advertising, and Radio Advertising.

Screenings - Medical expertise and medical staff were retained for the event and free health screenings were provided to approximately 52 visitors over both screenings. Blood Pressure, BMI, and Balance Screenings were provided.

No adverse screenings were returned. No referrals to a physician were made.

Total Cost including fees, advertising, staff payroll, and Medical Director Expenses: \$10,950.

November 22nd, 2013 community screening will include Central Illinois Community Blood Center donation, blood pressure screening, healthy diet and exercise seminar, and BMI screening.

Subsection 6 – "Initiate a physician transportation program for all patients from Respondent's facility over a two year period with a total value of \$16,998.00"

Status – In Compliance

To date, Respondent has provided 9,488 miles in free transportation to guests receiving transport to and/or from physician appointments or both.

Per the agreement, \$0.75/mile will be allotted for this program. Total commitment by the respondent to date: \$7,116.00

Respondent hereby states that all agreed sections have been held in compliance to include, with the submission of this report, Subsection 7-9 and 11-12. Subsection 10 is not applicable at this time.



John Laurenzana, LNHA
Associate Executive Director
The Bridge Care Suites

APPENDIX I

Patient #1: 6/1/13 – 6/15/13 (15 Days)

Hospital Referral

Admitting Diagnosis – V58.73 Aftrcr follow surg crcltry syst NEC

Verification of Lack of Coverage and/or Availability to Pay Privately Verified

15 Days X \$450.00/day (Section A, Paragraph 4, Subsection d. of Agreement) = \$6,750 Total

Patient #2: 6/7/13 – 6/21/13 (15 Days)

Hospital Referral

Admitting Diagnosis – 188.9 Neop, mlig, bladder NOS

Verification of Lack of Coverage and/or Availability to Pay Privately Verified

15 Days X \$450.00/day (Section A, Paragraph 4, Subsection d. of Agreement) = \$6,750 Total

Patient #3: 8/8/13 – 9/7/2013 (30 Days)

Hospital Referral

Admitting Diagnosis – V54.09 Aftrcr internal fixation device NEC – Rt Ankle Fx

Verification of Lack of Coverage and/or Availability to Pay Privately Verified

30 Days X \$450.00/day (Section A, Paragraph 4, Subsection d. of Agreement) = \$13,500 Total

Patient #4: 7/28/2013 – 9/20/2013 (53 Days, 2 days during period spent at hospital not counted)

Hospital Referral

Admitting Diagnosis – 038.8 Septicemia NEC

Verification of Lack of Coverage and/or Availability to Pay Privately Verified

53 Days X \$450.00/day (Section A, Paragraph 4, Subsection d. of Agreement) = \$23,800 Total

APPENDIX II

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Free Health & Wellness Clinic

Join The Bridge Care Suites on August 1st at 10am
for a free Health & Wellness Clinic with

W. Joseph Townsend, M.D.

HSHS Medical Group

&

Paul Smucker, M.D.

Orthopedic Center of Illinois



At the age of seven, I came to the US. Both physicians will check out overall health and wellness, including blood pressure, cholesterol, and comprehensive blood work. The Bridge Care Suites will also be providing free blood pressure screenings, BMI Measurements, and cholesterol screenings. Addressed information about how to make reservations for the Free Health & Wellness Clinic will also be offered.

THE BRIDGESM CARE SUITES

OUTSTANDING THERAPY, UNMATCHED HOSPITALITY, FIVE-STAR LIVING

3089 OLD JACKSONVILLE ROAD
SPRINGFIELD, IL 62704

P: 217.787.0000 | F: 217.787.0001

WWW.BRIDGECARESUITES.COM

PROOF O.K. BY: _____ O.K. WITH CORRECTIONS BY: _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

SP-754903.INDD (100%)

ADVERTISER: BRIDGE CARE SUITES

SALES PERSON: Vic Garman

SIZE: 4.993 X 10

PUBLICATION: SP-JR SPECIAL

PROOF CREATED AT: 7/12/2013 9:13 AM

NEXT RUN DATE: 07/17/13

PROOF DUE: 07/15/13 12:59:55

Free Health & Wellness Clinic



Join The Bridge Care Suites on
August 1st at 10am for a free Health & Wellness Clinic with

W. Joseph Townsend, M.D. – HSHS Medical Group

and Paul Smucker, M.D. – Orthopedic Center of Illinois

This special event is open to the public. Both physicians will speak about overall health and wellness with aging and how to maintain your independence at home through healthy living and proper exercise. The Bridge Care Suites will also be providing free Blood Pressure Screenings, BMI Measurement, and Balance Screenings. Additional information about how Medicare works for you at The Bridge Care Suites will also be offered.

3089 Old Jacksonville Road, Springfield

bridgecaresuites.com

217-787-0000



Free Blooddrive & Health Clinic

Join The Bridge Care Suites
on **Friday, November 22nd** at **3-5pm**
for a **free Blooddrive & Health Clinic** with



**CENTRAL ILLINOIS
COMMUNITY BLOOD CENTER**

Give what's in your heart.



This special event is open to the public. The Bridge Care Suites will also be providing free Blood Pressure Screenings, BMI Measurement, and Balance Screenings. Additional information about how Medicare works for you at The Bridge Care Suites will also be offered.



THE BRIDGE

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SP-761927.INDD (100%)

ADVERTISER: BRIDGE CARE SUITES

SALES PERSON: Vic Garman

SIZE: 4.993 X 10

PUBLICATION: SP-JR DAILY

PROOF CREATED AT: 11/19/2013 10:31 AM

NEXT RUN DATE: 11/20/13

PROOF DUE: 11/19/13 12:59:55

HEALTH FACILITIES and SERVICES REVIEW BOARD
STATE OF ILLINOIS

Health Facilities and Services Review Board,

Complainant,

vs.

Springfield Nursing and Rehabilitation Center
Project # 08-086

Respondent.

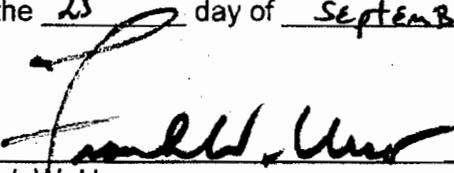
Docket No. HFSRB 12-12

PROOF OF SERVICE

The undersigned certifies that true and correct copies of the attached Consent Agreement and Request for Final Order and the Final Order were sent by certified mail in a sealed envelope, postage prepaid to:

Abraham A. Gutnicki
Gutnicki LLP
8320 Skokie Boulevard, Suite 100
Skokie, IL 60077

The said documents were deposited in the United States Post Office at Chicago, Illinois on the 25 day of SEPTEMBER 2013.



Frank W. Urso
General Counsel
Health Facilities and Services Review Board

cc: Michael Constantino
Alexis Muroso Kendrick

HEALTH FACILITIES and SERVICES REVIEW BOARD
STATE OF ILLINOIS

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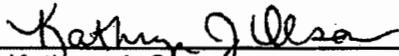
Docket No. HFSRB 12-12

FINAL ORDER

The foregoing Consent Agreement of the parties is approved, and it is hereby ordered that this matter is dismissed with prejudice pursuant to the terms contained herein.

HEALTH FACILITIES AND SERVICES REVIEW BOARD

By:


Kathryn J. Olson
Board Chairman

Dated this 24 day of September 2013.

HEALTH FACILITIES and SERVICES REVIEW BOARD
STATE OF ILLINOIS

RECEIVED

AUG 12 2013

HEALTH FACILITIES &
SERVICES REVIEW BOARD

Health Facilities and Services Review Board,

Complainant,

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Springfield Nursing and Rehabilitation Center
Project # 08-086

Respondent.

Docket No. HFSRB 12-12

CONSENT AGREEMENT

NOW COMES the Illinois Health Facilities and Services Review Board ("HFSRB" or the "Board" Formerly known as the Health Facilities Planning Board "HFPB"), and Springfield Nursing and Rehabilitation Center ("Respondents"), for purposes of this Consent Agreement state:

1. That the HFSRB has jurisdiction over the parties to this action and to consider the issues herein pursuant to the provisions of the Illinois Health Facilities Planning Act (the "Act") (20 ILCS 3960/1 *et seq.*), and the Health Facilities Planning Procedural Rules (the "Code") (77 Ill. Adm. Code 1130).
2. That HFSRB has assessed a fine against the Respondent that accrued to \$1,683,500.00 dollars and notified Respondent of HFSRB's intent to impose this statutorily-defined fine for invalidating their Certificate of Need permit by transferring ownership of the permit for Project 08-083.
3. That the parties, HFSRB and Respondent, now wish to dispose of this matter without consuming additional time or expense on the part of the parties.
4. This **Consent Agreement** is the result of a compromise and settlement and is not a determination of liability. Nothing herein shall be considered an admission of fault or noncompliance of any kind by Respondent, nor shall anything herein be considered a reflection of any weakness of proof by the Board.

NOW THEREFORE, it is hereby stipulated and agreed by and between HFSRB and Respondent.

A. Respondent agrees to:

- 1. Withdraw their hearing request in this matter, thereby expressly waiving their right to contest any allegations and/or notices set forth in paragraph 2 above;**
- 2. Settle this matter for a total value of \$110,318.00.**
- 3. Pay a fine of \$20,000.00 within 30 days from the date of the final order issued in this matter. The check should be made payable to the Illinois Department of Public Health on behalf of the Board.**
- 4. Initiate a Charity Respite Care Program (Program) which includes providing a total of \$60,300.00 in free respite services to patients who are either uninsured or underinsured and who would be unable to receive these services or would suffer financial hardship if not for this Program.**
 - a. This Program shall include 134 days of respite care for patients and their families/caretakers.**
 - b. The Program services will include all the basic services provided by Respondent as part of a general stay, which includes, transportation and initial grooming services.**
 - c. Veterans will be given priority for the Program services, however, the Respondent will be allowed to expand this Program to non-veterans in order to reach the Program's agreed upon dollar amount listed in this Consent Agreement.**
 - d. Program services will be offered on an average of 3 days per month, but Respondent will not limit the length of stay. Each day will be calculated at \$450.00 per day.**
 - e. Respondent will keep a record of all recipients who receive Program services as a result of this Consent Agreement and will keep this list confidential. Respondent agrees to obey all laws regarding confidentiality and privacy including the Health Insurance Portability and Accountability Act ("HIPAA") with regard to the keeping of the patient records.**
 - f. This Program will be initiated within 30 days from the date of the final order in this matter.**
 - g. This Program will be completed within 30 months from the date of the final order in this matter.**

5. Initiate a series of Community Health Screenings (Screenings) at Springfield Nursing and Rehabilitation Center which includes providing a total of \$33,000 worth of free community health screenings.
 - a. The Screenings must be advertised and open to the public at large.
 - b. The Screenings will be free to the all participants and will be provided during normal business hours.
 - c. Personnel costs, equipment, supplies, advertising, and related costs are valued at \$5,500 per screening.
 - d. In the case of an abnormal screening, the Respondent shall advise the party to seek medical treatment and provide that party with, at least, two physician referrals to physicians in the area of respondent's facility.
 - e. The Screenings shall include, at a minimum, blood screening, cholesterol, diabetes, pulse oximetry, and BMI tests.
 - f. There shall also be a brief education workshop provided by Respondent's Registered Nurse or the Medical Director of Springfield Nursing and Rehabilitation Center.
 - g. Screenings shall be provided by a registered nurse or licensed practical nurse.
 - h. Commence the Screening services within 30 days from the date of the final order in this matter and be completed within 24 months from that final order date.
6. Initiate a physician transportation program for all patients from Respondent's facility over a two year period with a total value of \$16,998.00.
 - a. Transportation will include assistance and courier service to all scheduled physician appointments, scheduled medical treatments, and routine medical examinations.
 - b. The transportation program will commence within 30 days from the date of the final order in this matter.
 - c. This Program will be completed within 30 months from the date of the final order in this matter.
 - d. Fees associated with this transportation shall be calculated at a rate of \$0.75 per mile.

7. Submit a final realized cost report in compliance with Code §1130.770 within 30 days from the final order date in this matter.
8. Respondent agrees to not seek or accept reimbursement from any third party or any patients or patient families for programs or services provided under terms of this Consent Agreement.
9. The Program and Screenings shall be advertised to the public via local media (radio, television, newspapers) chosen by Respondent's marketing director. The Respondent will notify the local health departments about the Program and Screenings.
10. To notify the Board, in writing, if Respondent determines that this Consent Agreement cannot be completed according to the agreed upon terms. The Respondent must provide an alternate plan to the Board for completing the terms of this Agreement. The Board retains the ultimate discretion for rejecting the alternate plan, which Respondent cannot initiate without Board approval.
11. Reporting for the Charity Respite Care Program: Submit to the HFSRB Compliance staff one annual report on, or before, the one year anniversary from the final order date and one final report when the program is completed. Each report shall detail, at a minimum: the number of patients, the date and length of service, the diagnosis of the patients, and the source of the patient referrals, designation that the patient's financial status as uninsured or underinsured was verified, and the cost of services provided.
12. Reporting for the Community Health Screenings: Submit to the HFSRB Compliance staff one annual report on, or before, the one year anniversary from the final order date and one final report when the program is completed. The reports should detail, at a minimum: the number of attendees to the event, the number and type of screenings conducted, the number of physician referrals provided to those with abnormal screening results, copies of the advertisements of these Screenings, and costs for the Community Health Screenings.

All reports and any correspondence regarding this matter should be sent to:

Compliance Manager
Health Facilities and Services Review Board
525 West Jefferson St.
Second Floor
Springfield, IL 62761

13. Provide the Illinois Department of Public Health or Board staff access to all files, and information used in any reports submitted to the HFSRB to verify authenticity.

B. That the HFSRB agrees:

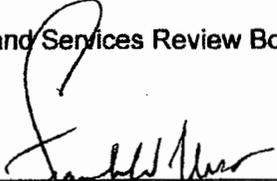
1. To accept this Consent Agreement, as described above, as the full settlement of Respondent's alleged non-compliance.
2. That all issues identified by the Board as potential compliance violations in this matter are resolved by this Consent Agreement and Final Order.

C. General Provisions

1. This Consent Agreement shall become binding on, and shall inure to the benefit of, the parties hereto, their successors, or assigns immediately upon the execution of this Consent Agreement by the Chairman of the HFSRB, or the Chairman's designee, dismissing the above-captioned matter.
2. The provisions of this Consent Agreement shall apply notwithstanding any transfer of Respondent's ownership or interest. Should Respondent fail to comply with any provisions of this Consent Agreement, the HFSRB may seek all possible sanctions against Respondent regarding the alleged compliance matters described in this Consent Agreement.
3. In the event that any of the provisions of this Consent Agreement are not complied with, this Agreement will be held for naught except for the provision that Respondent waives any and all hearing rights pertaining to the allegations of non-compliance set forth in this Consent Agreement.
4. It is hereby agreed that this matter be dismissed with prejudice, all matters in controversy for which this matter was brought having been fully settled, compromised, and adjourned.
5. This Consent Agreement constitutes the entire agreement of the parties, and no other understandings, agreements, or representations, oral or otherwise, exist, or have been made by or among the parties. The parties acknowledge that they, and each of them, have read and understood this Consent Agreement in all respects.

COMPLAINANT: Health Facilities and Services Review Board

Date: August 15, 2013 By: _____


Frank W. Urso
General Counsel

RESPONDENTS: Friendship Village of Mill Creek d/b/a Greenfields of Geneva and
Friendship Senior Options

Date: May 1, 2013 By: _____


Abraham Gutinicki
Attorney for the Respondent

HEALTH FACILITIES and SERVICES REVIEW BOARD
STATE OF ILLINOIS

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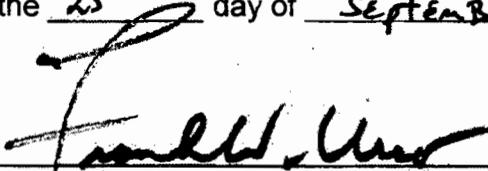
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Skokie, IL 60077

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Frank W. Urso
General Counsel
Health Facilities and Services Review Board

cc: Michael Constantino
Alexis Murono Kendrick

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STATE OF ILLINOIS

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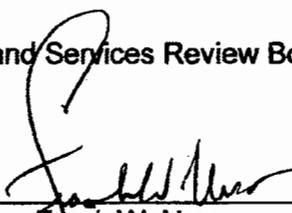
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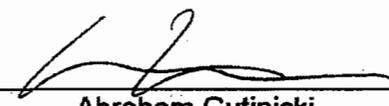
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COMPLAINANT: Health Facilities and Services Review Board

Date: August 15, 2013 By: 
Frank W. Urso
General Counsel

RESPONDENTS: Friendship Village of Mill Creek d/b/a Greenfields of Geneva and
Friendship Senior Options

Date: May 1, 2013 By: 
Abraham Gutinicki
Attorney for the Respondent