



Illinois Department of PUBLIC HEALTH

HF 108540

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

Nirav D. Shah, M.D., J.D.

Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
06/03/2016		7003195
Pregnancy Termination Specialty Center		
Effective: 06/04/2015		

Whole Woman's Health of Peoria, LLC
7405 North University
Suite D
Peoria, IL 61614

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #4012320 10M 3/12

→ DISPLAY THIS PART IN A
CONSPICUOUS PLACE

Exp. Date 06/03/2016

Lic Number 7003195

Date Printed 06/05/2015

Validation Num 62211

Whole Woman's Health of Peoria, LLC
7405 North University
Suite D
Peoria, IL 61614-1222

FEE RECEIPT NO.



Pregnancy Termination Specialty Center (ASTC) Licensure Initial

ASTC ID NO.	7003195
PROGRAM CATEGORY - 86	
Department Use Only	

\$500 Application Fee

Pursuant to the Ambulatory Surgical Treatment Center Licensing Act (Ill. Rev. Stat. Ch. 111 2, par. 157-8.1 et seq.) and the rules of the Illinois Department of Public Health titled Ambulatory Surgical Treatment Center Licensing Requirements (77 Ill. Adm. Code 205), the following information is necessary to accomplish the statutory purpose outlined under the Act. Disclosure of this information is mandatory.

1.

Name of ASTC Whole Woman's Health of Peoria, LLC

Address 7405 N. University St. Ste. D

City Peoria County Peoria State IL Zip Code 61614

Telephone Number (Area Code) (309) 691-9073 Fax Number (309) 691-4528 E-mail margaret.nhc@att.net

2. OWNERSHIP AND MANAGEMENT

A. Type of Ownership of the ASTC

Individual Association

Partnership Corporation

Other ILLINOIS LIMITED LIABILITY COMPANY

IMPORTANT NOTICE
THIS STATE AGENCY IS REQUESTING DISCLOSURE OF INFORMATION THAT IS NECESSARY TO ACCOMPLISH THE STATUTORY PURPOSE AS OUTLINED UNDER 210 ILCS 5/1 ET SEQ. DISCLOSURE OF THIS INFORMATION IS MANDATORY. THIS HAS BEEN APPROVED BY THE FORMS MANAGEMENT CENTER.

06/04/13
7003195
A-N-L-F-D-E-F-H
\$500.00 Check #62211

Pregnancy Termination Specialty Center (ASTC) Licensure Initial



B. If Individual-Partnership or Association-owned, list all persons who own the ASTC.

Name	Address

C. Names under which persons in #2 do business (other than this ASTC)

Name	Business

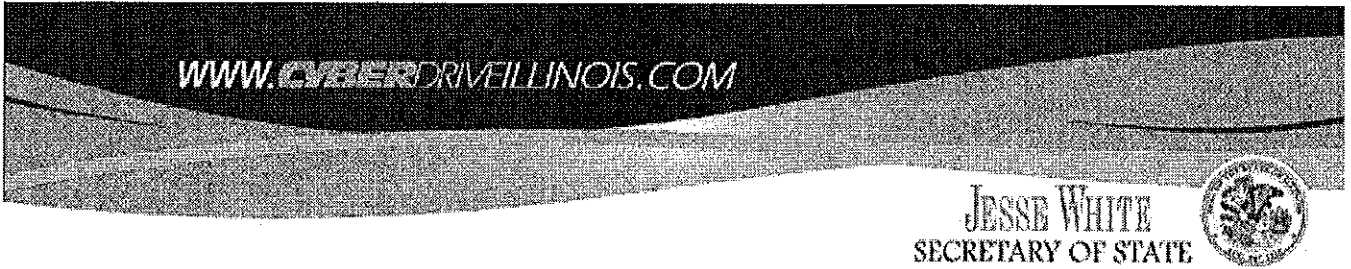
D. Corporate Ownership

(1.) Name of Corporation The BOOYAH GROUP

(2.) Submit a copy of the Certificate of Incorporation (Identify as Exhibit I).

(3.) List title, name and address of each corporate officer.

Title	Name	Address
PRESIDENT	AMY HAGSTROM MILLER	8401 N IH35 Ste 1A
		AUSTIN, TX 78753



LLC FILE DETAIL REPORT

Entity Name	WHOLE WOMAN'S HEALTH OF PEORIA, LLC	File Number	05262143
Status	ACTIVE	On	04/20/2015
Entity Type	LLC	Type of LLC	Domestic
File Date	04/20/2015	Jurisdiction	IL
Agent Name	MARGARET VAN DUYN	Agent Change Date	04/20/2015
Agent Street Address	7405 N UNIVERSITY ST STE D	Principal Office	7405 N UNIVERSITY ST, STE D PEORIA, IL 616140000
Agent City	PEORIA	Management Type	MGR View
Agent Zip	61614	Duration	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

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[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

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LLC MANAGERS

Entity Name	WHOLE WOMAN'S HEALTH OF PEORIA, LLC	File Number	05262143
Name	Address		
MILLER, AMY HAGSTROM	8401 NORTH I-35, STE 1A, AUSTIN, TX - 78753		
PALMER, D.O., ALLEN	7405 N UNIVERSITY ST, STE D, PEORIA, IL - 61614		
VAN DUYN, MARGARET	7405 N UNIVERSITY ST, STE D, PEORIA, IL - 61614		

Close

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ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale is entered into by and between National Healthcare, Inc. ("Seller") and Whole Woman's Health of Peoria, LLC ("Buyer").

RECITALS:

A. Pursuant to the Asset Purchase Agreement dated as of May 19, 2015 (the "Purchase Agreement"), by and between the Seller and Buyer, the Seller has agreed to sell, and Buyer has agreed to purchase, the Assets (as such term is defined in the Purchase Agreement).

B. At the closing of the transactions contemplated by the Purchase Agreement, the Seller is required to execute and deliver this instrument for the purpose of transferring the Assets to Buyer, and Buyer shall execute and deliver this instrument for the purpose of accepting all of such Assets.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller and Buyer hereby agree as follows:

1. **Sale and Transfer of the Assets:** The Seller does hereby grant, bargain, sell, convey, transfer, assign and deliver to Buyer all of the Seller's right, title and interest, legal and equitable, in and to the Assets, which are free and clear of any liens, claims, or encumbrances ("Encumbrances"), to have and to hold the Assets hereby granted, bargained, sold, conveyed, transferred, assigned and delivered unto Buyer.

2. **Further Assurances:** The Seller covenants and agrees to warrant and defend the grant, bargain, sale, conveyance, transfer, assignment and delivery of the Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Buyer's title to the Assets and, at the request of Buyer, to execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer each of the Assets, all at the sole cost and expense of the Seller.

3. **Terms of the Purchase Agreement:** The terms of the Purchase Agreement, including but not limited to the Seller's representations, warranties, covenants, agreements and indemnities relating to the Assets, are incorporated herein by this reference. The Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE JUNE 4, 2015.

SIGNER:

NATIONAL HEALTH CARE, INC.

SIGNER: 

Executor of Estate for Dr. Jack A Miller

SIGNER:

WHOLE WOMAN'S HEALTH OF PEORIA, LLC

SIGNER: 

AMY HAGSTROM MILLER, PRESIDENT



7405 N. University Street, Suite D
Peoria, Illinois 61614
309-691-9073
(Illinois) 800-322-1622
(Iowa) 800-322-5442
www.abortionaccessnhc.com

May 27, 2015

Health Care Facility and Program
IL Department of Public Health
Attn: Kevin Fergusson, Karen Senger
525 W. Jefferson 4th Fl.
Springfield, IL 62761-5058

RECEIVED OHCR HCF&P
2015 JUN -2 P 6:51

Dear Mr. Fergusson and Ms. Senger,

Thank you for speaking with me last week, the information was very helpful.

I wanted to bring everyone up to date on the changes at National Health Care, Inc. In August of 2014, Mr. Eugene Matan passed away unexpectedly. In April of this year, Dr. Jack Miller became very ill and passed away the first part of May. Rather than close the office, we found a group that was willing to continue our mission. They provide the same quality of care that we do, but also offer additional services for women.

I am glad to welcome them so that we can continue caring for women. Our staff will remain the same including our Medical director and myself.

Looking forward to working with you in the future.

Respectfully Submitted,



Margaret Van Duyn



7405 N. University Street, Suite D
Peoria, Illinois 61614
309-691-9073
(Illinois) 800-322-1622
(Iowa) 800-322-5442
www.abortionaccessnhc.com

May 18, 2015

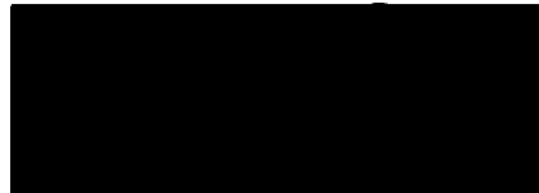
Karen Senger, R.N., B.S.N.
Illinois Department of Public Health
Division of Health Facilities and Programs
525-535 West Jefferson Street
Springfield, IL 62761-0001

RECEIVED OHCR HCF&P
2015 MAY 22 A 11: 23

Dear Ms. Senger,

Thank you for speaking with me this morning. As you know one of the owners, Eugene L. Matan died suddenly last August. My boss, Dr. Jack Miller, took over complete ownership of this facility at that time. We had decided together to work until the end of 2015 and during that time look at options. In May, Dr. Miller passed away. The clinic is now owned by the Estate and again, we are looking at options.

Respectfully Submitted,



Margaret Van Duyn
Director



Pregnancy Termination Specialty Center (ASTC) Licensure Initial

E. List name and address of each shareholder holding more than 5 percent of shares

Name	Address	% of Shares

F. For other than individual ownership, list the name and address of the Illinois registered agent or the person(s) legally authorized to receive service of process for the facility.

Name of Registered Agent	Address
MARGARET VAN DUYN	7405 N. UNIVERSITY ST STE D PEORIA, IL 61614

G. List the names and addresses of all persons under contract to manage or operate the facility.

(Check here if not applicable).

Name	Address
MARGARET VAN DUYN, ADMINISTRATOR	7405 N. UNIVERSITY ST. STE D PEORIA, IL 61614
ALLEN PALMER, MEDICAL DIRECTOR	7405 N. UNIVERSITY ST. STE D PEORIA, IL 61614

H. Have any of the following been convicted of a felony or of two or more misdemeanors involving moral turpitude in the last five years? (If yes, attach explanation as Exhibit 1A)

- | | | |
|---|------------------------------|--|
| 1. Applicant | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 2. Any member of a firm, partnership or association | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 3. Any officer or director of a corporation | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 4. Administrator or manager of ASTC | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Pregnancy Termination Specialty Center (ASTC) Licensure Initial



3. ADMINISTRATION AND PERSONNEL

A. Administrator (Attach resume as Exhibit II)

Name MARGARET VAN DUYN

Address 7405 N. UNIVERSITY ST. STE D., PEORIA, IL 61614

Telephone Number (309) 691-9073

License or Certification Number (if applicable) _____

B. Medical Director (Attach resume as Exhibit III)

Name DR. ALLEN PALMER, D.O.

Address _____

Telephone Number (309) 691-9073

License Number 036.043089

Please note that, in accordance with section 205.710(b)(1), the information concerning medical staff and other personnel required in Section 205.120(b)(5) through (7) must be maintained at the facility and be available for inspection by the Department.

4. FACILITIES, SERVICES AND PROCEDURES

The following must be included with the initial application:

- A. A narrative description of the facility including but not limited to interviewing, examination, surgical and recovery room facilities (Identify as Exhibit V).
- B. A description of services to be provided by the facility including a list of surgical procedures to be performed subject to approval in accordance with the requirements of Section 205.130 (Identify as Exhibit VI).
- C. Documentation of compliances with Section 205.350, Laboratory Services. (Identify as Exhibit VII).
- D. A copy of the transfer agreement with a licensed hospital within approximately 15 minutes travel time of the facility or other documentation demonstrating compliance with Section 205.540(d) (Identify as Exhibit VIII), or a statement of compliance with Section 205.710(b)(2).
- E. A copy of the organizational plan of the facility (see Section 205.220). (Identify as Exhibit IX).

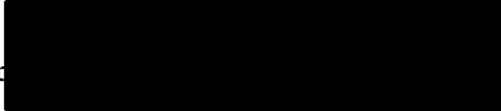
Pregnancy Termination Specialty Center (ASTC) Licensure Initial



- F. Schematic architectural plans (or evidence of prior submission) (Identify as Exhibit X).
- G. Documentation of a permit as required by the Illinois Health Facilities Planning Act. (20 ILCS 3960/1 et seq.) (Identify as Exhibit XI).
- H. Documentation of compliance with all applicable local building, utility and safety codes (Identify as Exhibit XII).

5. VERIFICATION

I (we) swear or affirm that this application and accompanying documents are true and complete. I (we) further certify that I (we) have knowledge of and understand the action required to comply with the act and licensing requirements.

Signed  Signed _____

Title Administrator Title _____

WHS of Peoria, LLC
Signed and sworn (or attested) to before me this 29 day of May 2015.



Notary Public


My commission expires March 11 2019.

SUBMIT APPLICATION AND FEE TO:
ILLINOIS DEPARTMENT OF PUBLIC HEALTH
DIVISION OF FINANCIAL SERVICES
VALIDATION UNIT
535 W. JEFFERSON ST. - 4TH FLOOR
SPRINGFIELD, IL 62761-0001



APPLICATION ADDENDUM

This addendum must be completed as part of the following program/facility applications:

Ambulatory Surgical Treatment Center

Home Health Agency

Hospice Program

Hospital

Section 10-65(c) of the Illinois Administrative Procedure Act, 5 ILCS 100/10-65(c), was amended by P.A. 87-823, and requires individual licensees to certify whether they are delinquent in payment of child support.

APPLICANT IS AN INDIVIDUAL (SOLE PROPRIETOR) Yes No

The following question must be answered only if the applicant is an individual (sole proprietor):

I hereby certify, under penalty of perjury, that I am am not (check one) more than 30 days delinquent in complying with a child support order.

Signed _____

Date _____

FAILURE TO SO CERTIFY MAY RESULT IN A DENIAL OF THE LICENSE; AND MAKING A FALSE STATEMENT MAY SUBJECT THE LICENSEE TO CONTEMPT OF COURT (5ILCS 100/10-65-(C)).

MARGARET A. VAN DUYN

7405 N. University #D
Peoria, Ill 61614

BIRTH DATE:



EDUCATION:

1960-1964

Narimasu High School
Tokyo, Japan

1964-1967

St. Elizabeth School
Of Nursing
Yakima, Wash.

1967-1968

Medical Field Service School
San Antonio, Texas
Basic Laboratory Procedures B.M.L.
Laboratory Procedure
Advanced Medical Lab A.M.L. 1 Year

1978

Illinois Central College
East Peoria, Ill

1989

Bradley University
Peoria, Ill

Currently pursuing a B.S.
With the majority of hours com-
pleted. 118 completed

WORK EXPERIENCE

1967-1968

U.S. Army
Brooke Hospital
San Antonio, Texas

1968-1970

Womack General Hospital
Blood Bank, Hematology
Fort Bragg, N.C.

1970-1972

Presbyterian Professional Bldg.
Dallas, Texas
Outpatient Laboratory

1972-1973

Reproductive Services, Outpatient Laboratory
Dallas, Texas

1974 to present	National Health Care Inc. Services of Peoria Inc. Currently the Administrator
ABORTION RELATED EDUCATION:	
1979	National Abortion Federation Meeting
1980	Risk Management Services N.A.F.
1982	N.A.F. Annual Meeting Risk Services
1982	Intensive Management in Abortion Services Dr. Curtis Boyd
1982-1983	Intensive training in Sonography 6 month program
1985	N.A.F. Risk Seminar
1987	N.A.F. Risk Seminar
1989	N.A.F. Risk Seminar
1991	N.A.F. Risk Seminar
1992	N.A.F. Risk Seminar
1994	N.A.F. Risk Seminar
1995	Ultra Sound Techniques
1999	N.A.F. Annual Meeting
2002	Certification as a Bloodborne Pathogen Trainer
	Vaginal Probe Advanced Ultra Sound Training New York City, New York
2003	Vaginal Probe Additional Training

CURRICULUM VITAE

NAME

Allen S. Palmer, D.O.

ADDRESS



BIRTHDATE



FAMILY



EDUCATION

American College of Osteopathic
Obstetricians and Gynecologist
Distinguished Fellow, Elected 1991
FACCOG (Dist.)

Chicago Osteopathic Hospital
Chicago, Illinois
Obstetrics-Gynecology, Surgery
Residency 1968-72

Martin Place Hospital
Detroit, Michigan
Internship, 1967-68

Kansas City College of Osteopathic Medicine
D.O. 1967

Ohio Northern University
Ada, Ohio
B.S. 1963

PRESENT
PROFESSIONAL
STATUS

Private Practice

Women's Care, Inc.
(Formerly Women's Clinical Group, Inc.)
St. Louis, Missouri
1973 to date - Closed Practice

HOSPITAL
POSITIONS

Deaconess Medical Center West
St. Louis, Missouri

Successor institution to Metropolitan Medical Center and
Normandy Osteopathic Hospitals.
Sliding fee osteopathic OB clinic, one of the largest in the
Midwest, providing nearly 800 obstetrical deliveries per year to
medically disadvantaged patients in the St. Louis area.

Chairman
Department of Obstetrics and Gynecology
1985-86, 1988-89, 1989-90

Program Director
OB-GYN Resident Training Program
(formerly titled Co-Director, OB Clinic; 1 of 5 attending
physicians in rotation through clinics)
1976 to date
Alternating 2-year terms through 1988

Member, Quality Assurance Committee
1991 to date

Active Member, Medical Staff
1973 to date

Gateway Regional Medical Center
2100 Madison Ave.
Granite City, IL 62040
(618) 798-3000

Full Admitting Privileges
Current

Christian Hospital Northeast-Northwest
St. Louis, Missouri

Member, Quality Assurance Committee
1991 to date

Active Member, Medical Staff
Gynecology Specialty
1978 to date

PROFESSIONAL
ACTIVITIES

Member, Credentials Committee
PHP Physiand Payment Plan, St. Louis
1991 to date

AOA Inspector, OB-GYN Residency Training Programs
1990 to date

York Osteopathic Hospital
York, Pennsylvania
1991

AOA Visiting Inspection Team Member
OB-GYN Hospital Internship Training Programs
1981 to date

New York College of Medicine
Coney Island Hospital, Brooklyn
April 14, 1989

New York College of Medicine
Lutheran Medical Center, Brooklyn
April 13, 1989

Union New Jersey and
New York College of Medicine, St. Cloud, NJ
January 2, 1989

Metropolitan Hospital
Central Division, Philadelphia
October 31, 1988

Riverside Hospital, Wilmington
November 1, 1988

Metropolitan Hospital
Parkview Division, Philadelphia
November 1, 1988

Davenport Osteopathic Hospital
April 1, 1985

Warren General Hospital
September 24, 1984

Residency Program Inspection:
Center for Community Health Sciences
Kansas City
January 29, 1981

- PRESENTATIONS Making Vaginal Hysterectomy Easy
ACCOG Mid Year Meeting
Adams Mark, St. Louis, Missouri
September, 1995
- Vaginal Hysterectomy
Speaker ACCOG Annual convention
Orlando, Florida
March, 1995
- Osteoporosis and the Effects of Estrogen Replacement Therapy
Missouri Osteopathic Association
St. Louis Branch, 1991
- Symposium on Emergencies in Obstetrics
Normandy Osteopathic Hospital, 1981
- Seminar on Endometriosis
Normandy Osteopathic Hospital, 1981
- Seminar on Female Endocrinology
Normandy Osteopathic Hospital, 1981
- Endoscopy Surgery with Laser
IAOP&S 80th Annual CME Convention and Seminar
Illinois association of Osteopathic Physicians
And Surgeons, 1979
- Counseling-Post Voluntary Interruption of Pregnancy; and Panel
Discussion on Sexual Promiscuity
ACCOG 45th Annual Meeting
American College of Osteopathic Obstetricians
And Gynecologists, 1978
- Panel Discussion on Orgasm
ACCOG 44th Annual Meeting
American College of Osteopathic Obstetricians
And Gynecologists, 1977

Physicians

1. Medical Director
 - a) Allen Palmer, D.O.
2. Staff Physicians
 - a) Allen Palmer, D.O.
 - b) Yogendra Shah, M.D.

Current Staff

April 14, 2015

1. Executive Director
 - a) Margaret Van Duyn
2. Medical Director
 - a) Allen Palmer, D.O.
3. Staff Physicians
 - a) Allen Palmer, D.O.
 - b) Yogendra Shah, M.D.
4. Executive Director
 - a) Margaret Van Duyn
5. Administrative Assistant
 - a) Rilla Adcock
6. Director of Nursing
 - a) Tammila Johnson, RN
7. OR Head Nurse
 - a) Bonnie Bottenberg, RN
8. Recovery Head Nurse
 - a) Tammila Johnson, RN
9. Sono
 - a) Teresa Winkler MT
 - b) Tammila Johnson, RN
10. OR Nurses, RN
 - a) Bonnie Bottenberg, RN
 - b) Heather Hoagland, RN
 - c) Sam Blevins, RN
11. LPN
 - a) Jessie Mayor, LPN
 - b) Holly Worsfold, LPN
 - c) Dawn Franklin, LPN (RNLP)
12. Autoclave Technician
 - a) Pamela Krider, Supervisor
 - b) Rilla Adcock
 - c) Kathy Coble
13. Receptionist
 - a) Pamela Krider
 - b) Rilla Adcock
 - c) Kathy Coble
14. Lab Director
 - a) Allen Palmer, D.O.
15. Head Lab Technician
 - a) Teresa Winkler MT
16. MT, MLT
 - a) Kathy Maher MT
 - b) Wendy Quinn MLT
17. Counselors
 - a) Samantha Blevins, RN
 - b) Holly Worsfold, LPN
 - c) Heather Hoagland, LPN
 - d) Jessie Mayor, LPN
 - e) Dawn Franklin, LPN (RNLP)

Bonnie Bottenberg

[REDACTED]

[REDACTED]

[REDACTED]

Education: **Methodist School of Nursing, Peoria, IL - Registered Nurse
graduated 1972**

Employment: **Illinois Valley Community Hospital (2003 to present)
Labor and Delivery Registered Nurse**

**Methodist Medical Center of Illinois (1972 to 2007)
Labor and Delivery Registered Nurse**

**National Health Care, Peoria, Illinois (1981 to present)
Registered Nurse**

**Northern Illinois Women's Center, Rockford, Illinois (2005)
Registered Nurse**

Experience: **Counseling patients, Circulating in procedure rooms, insertion and
administration of intravenous sedation and fluids, monitoring vital
signs, recovering postsurgical patients, and various other nursing
functions.**

Certifications: **Advanced Cardiac Life Support Certification
Cardio Pulmonary Resuscitation Certification
Neonatal Resuscitation Provider Certification**

References: **Available upon request**

NARRATIVE DESCRIPTION

Ex V

The facility is approximately 4800 square feet. The facility is composed of:

Waiting room

Public bathroom-handicap
Chairs
Television

Reception area, Business office

File cabinets
Desks
Copy machine
Telephone

Director's office

Desk
Chairs
File cabinet
Credenza
Telephone

Laboratory

Complete laboratory facilities
Refrigerator

Pre-op. waiting nurse's station

Storage cabinet/locked medicine cabinet
Chairs
Patient restroom

Patient advocate offices

Desks
Patient chairs
Lamp

Ultra-sound

Lamp
Stool
Ultrasound equipment
Exam table

Storage room

- Storage shelves
- Office supplies

Employee lounge

- Lunch table
- Chairs
- Refrigerator, microwave, sink and cabinets

Utility room

- Water heater
- Storage
- Utility sink
- Cleaning supplies
- Washer & dryer

Three surgical suites (in each:)

- Exam table
- Surgical lights
- Hand washing facilities
- Surgical tray
- Life sign-pulse ox

Autoclave specimen room

- Clean utility
- Dirty utility
- Storage shelves
- Autoclaves
- Telephone


Recovery room

- (2) Bathrooms-handicap & regular
- Recliner chairs
- Waiting chairs
- Refrigerator
- Locked drug cabinet
- Nurse's station with sink
- Telephone
- Life sign-pulse ox

Doctor's room

- Desk
- Bathroom
- Closet
- Telephone

National Health Care Inc. Is a Licensed P.T.C. The clinic provides abortions through the 15th week. Pregnancy termination is the clinic's only surgical procedure. The clinic also provides decision-making counseling, and birth control and family planning services.



Illinois Department of PUBLIC HEALTH HF108114

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

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

Nirav D. Shah, M.D., J.D.
Director

Issued under the authority of the Illinois Department of Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
05/28/2016		7001670

Pregnancy Termination Specialty Center

Effective: 05/29/2015

National Health Care Services of Peoria, Inc.
7405 North University
Suite D
Suite D
Peoria, IL 61614

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #4012320 10M 3/12

ET VI

SURGICAL PROCEDURES AND SERVICES PROVIDED
7405 N. University #D, Peoria, IL 61614.

We provide elective pregnancy terminations to the 15th week from the last recorded menstrual cycle, and verified by ultra sound.

The service list below are provided at this facility:

1. Elective abortions
 - a. Surgical
 - b. Medical
2. Laboratory testing to include but not limited to:
 - a. Rh Type
 - b. Hgb
 - c. Pregnancy Testing
3. Ultra Sonography:
 - a. Gestational Dating
4. Surgical Information
5. Surgical Procedure
6. Recovery, Birth Control counseling
7. Follow-up Exams



June 20, 2011

To Whom It May Concern:

National Health Care Inc. has a long standing agreement with Methodist Medical Center Laboratory that lab testing not performed on site at National Health Care is performed at MMCI lab as indicated. Invoicing is sent to National Health Care Inc. Methodist Medical Center Laboratory is a CLIA certified lab (see attached certificate).

Deb Deeb



Coordinator, Client Services
Methodist Medical Center Laboratory

EXECUTION

TRANSFER AGREEMENT
BETWEEN
WHOLE WOMAN'S HEALTH OF PEORIA, LLC
AND
THE METHODIST MEDICAL CENTER OF ILLINOIS

THIS TRANSFER AGREEMENT ("Agreement") is made and executed on the last date written below, to be effective on June 27, 2015 2015 ("Effective Date"), by and between WHOLE WOMAN'S HEALTH OF PEORIA, LLC, ("Facility") and THE METHODIST MEDICAL CENTER OF ILLINOIS, both Illinois not-for-profit corporations, located and doing business in Peoria, Illinois ("Hospital") (individually a "Party", collectively the "Parties").

RECITALS

WHEREAS, both Parties desire to formalize an agreement whereby patients, regardless of payor sources, are transferred to the appropriate institution for various levels of medical or surgical care according to the dictates of the patients' medical conditions as judged by attending and consultant physicians;

WHEREAS, the Parties hereto specifically wish to facilitate: (a) the timely transfer of patients and the medical records and other information necessary or useful for the care and treatment of patients transferred to and from each Party; (b) the determination as to whether such patients can be adequately cared for other than by either of the Parties hereto; (c) the continuity of care and treatment appropriate to the needs of the transferred patient; and (d) the utilization of knowledge and other resources of both healthcare entities in a coordinated and cooperative manner to improve the professional healthcare of patients; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in reliance upon the recitals, set forth above and incorporated by reference herein, the Parties hereto agree as follows:

I. DUTIES AND RESPONSIBILITIES

- 1.1. Joint Responsibilities. In accordance with the policies and procedures of the Hospital and upon the recommendation of the patient's attending physician that such a transfer is medically appropriate, such patient shall be transferred from the Hospital to the Facility as long as the Facility has bed availability, staff availability, is able to provide the services requested by the Hospital, including on-call specialty physician availability, and pursuant to any other necessary criteria established by the Facility. In such cases, the Facility and the Hospital agree to exercise best efforts to provide for prompt admission of the patient. If applicable, the Parties shall comply with all EMTALA requirements with respect to such transfers.
- 1.2. Facility. The Facility shall accept patients in need of transfer from the Hospital pursuant to the criteria set forth in Section 1.1. Further, Facility shall designate a

EXECUTION

person to coordinate with Hospital in order to establish acceptable and efficient transfer guidelines.

- 1.3. **Hospital**. Hospital shall request transfers of patients to Facility pursuant to the criteria set forth in Section 1.1. Further, Hospital shall:
- a. Have responsibility for obtaining the patient's informed consent for the potential transfer to Facility, if the patient is competent. If the patient is not competent, the consent of the legal guardian, agent with power of attorney for health care, or surrogate decision maker of the patient shall be obtained.
 - b. Notify Facility as far in advance as possible of the impending transfer.
 - c. Transfer to Facility the personal effects, including money and valuables and information related thereto. A standard form shall be adopted and used by both Parties listing such personal effects and appropriate documentation and transfer procedure.
 - d. Affect the transfer to Facility through qualified personnel and appropriate transfer equipment and transportation, including the use of necessary and medically appropriate life support measures. Facility's responsibility for the patient's care shall begin when the patient is admitted to Facility.
 - e. Transfer all necessary medical records, or in the case of an emergency, as promptly as possible, transfer an abstract of the pertinent medical and other records necessary in order to continue to the patient's treatment without interruption and to provide identifying and other information, including medical, social, nursing and other care plans. Such information shall also include, without limitation and if available, current medical findings, diagnoses, advanced medical directives, rehabilitation potential, brief summary of the course of treatment at the Hospital, nursing, dietary information, ambulation status and pertinent administrative and social information.
- 1.4. **Mutual Transfers**. Patients may likewise be transferred from the Facility to the Hospital, following the same processes outlined in this Agreement. Facility and Hospital shall meet periodically to review the transfer process, of policies and procedures in order to improve the process, including efficiency, clinical care and patient safety.
- 1.5. **Non-Discrimination**. The Parties hereto acknowledge that nothing in this Agreement shall be construed to permit discrimination by either Party in the transfer process set forth herein based on race, color, national origin, handicap, religion, age, sex or any other characteristic protected by Illinois state laws, Title VI of the Civil Rights Act of 1964, as amended or any other applicable state or federal laws. Further, Section 504 of the Rehabilitation Act of 1973 and the American Disabilities

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Act, as amended, require that no otherwise qualified individual with a handicap shall, solely by reason of the handicap, be excluded from participation in, or denied the benefits of, or be subjected to discrimination in a facility certified under the Medical or Medicaid programs.

- 1.6. **Name Use.** Neither Party shall use the name of the other Party in any promotional or advertising material unless the other Party has reviewed and approved in writing in advance such promotional and advertising material.
- 1.7. **Standards.** Facility shall ensure that its staff provide care to patients in a manner that will ensure that all duties are performed and services provided in accordance with any standard, ruling or regulation of The Joint Commission, the Department of Health and Human Services or any other federal, state or local government agency, corporate entity or individual exercising authority with respect to or affecting Facility. Facility shall ensure that its professionals shall perform their duties hereunder in conformance with all requirements of the federal and state constitutions and all applicable federal and state statutes and regulations.
- 1.8. **Exclusion/Debarment.** Both Parties certify that they have not been debarred, suspended, or excluded from participation in any state or federal healthcare program, including, but not limited to, Medicaid, Medicare, and Tricare. In addition, each Party agrees that it will immediately notify the other Party if it subsequently becomes debarred, suspended, or excluded or proposed for debarment, suspension, or exclusion from participation in any state or federal healthcare program.
- 1.9. **Confidentiality.** Facility agrees to maintain confidentiality. Facility acknowledges that certain material, which will come into its possession or knowledge in connection with this Agreement, may include confidential information, disclosure of which to third parties may be damaging to Hospital. Facility agrees to hold all such material in confidence, to use it only in connection with performance under this Agreement and to release it only to those persons requiring access thereto for such performance or as may otherwise be required by law and to comply with the Health Insurance Portability and Accountability Act ("HIPAA").
- 1.10. **Access to Books and Records.** Both Parties will maintain records relating to their responsibilities under this Agreement for a period of one (1) year from the date of services. During normal working hours and upon prior written and reasonable notice, each part will allow the other Party reasonable access to such records for audit purposes and also the right to make photocopies of such records (at requesting Party's expense), subject to all applicable state and federal laws and regulations governing the confidentiality of such records.

II. FINANCIAL ARRANGEMENTS.

- 2.1 **Billing and Collection.** The patient is primarily responsible for payment for care provided by the Hospital or the Facility. Each Party shall bill and collect for services

EXECUTION

rendered by each Party pursuant to all state and federal guidelines and those set by third party payers. Neither the Hospital nor the Facility shall have any liability to the other for billing, collection or other financial matters relating to the transfer or transferred patient. Since this Agreement is not intended to induce referrals, there should be no compensation or anything of value, directly or indirectly, paid between the Parties.

- 2.2 **Insurance.** Each Party shall, at its expense, maintain through insurance policies, self-insurance or any combination thereof, such policies of comprehensive general liability and professional liability insurance with coverage limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate to insure such Party and its Board, officers, employees and agents acting within the scope of their duties and employment against any claim for damages arising by reason of injuries to property or personal injuries or death occasioned directly or indirectly in connection with services provided by such Party and activities performed by such Party in connection with this Agreement. Either Party shall notify the other Party thirty (30) days prior to the termination or modification of such policies.

III. EFFECTIVE DATE, TERM AND TERMINATION.

- 3.1 **Effective Date and Term.** The promises and obligations contained herein shall commence as of June 27, 2015 and shall continue for an initial term of three (3) years. Thereafter, this Agreement shall automatically renew for successive one (1) year terms, unless sooner terminated by either Party under Section 3.2 herein.
- 3.2 **Termination.** This Agreement may be sooner terminated on the first to occur of the following:
- a. Written agreement by both Parties to terminate this Agreement.
 - b. In the event of breach of any of the terms or conditions of this Agreement by either Party and the failure of the breaching Party to correct such breach within ten (10) business days after written notice of such breach by either Party, such other Party may terminate this Agreement immediately with written notice of such termination to the breaching Party.
 - c. In the event either Party to this Agreement shall, with or without cause, at any time give to the other at least thirty (30) days advanced written notice, this Agreement shall terminate on the future date specified in such notice.
 - d. Debarment, suspension, or exclusion, as set forth in Section 1.7 of this Agreement.

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- 3.3. **Effects of Termination.** Upon termination of this Agreement, as hereinabove provided, no Party shall have any further obligations hereunder, except for obligations accruing prior to the date of termination.

IV. MISCELLANEOUS.

- 4.1 **Entire Agreement.** This Agreement constitutes the entire agreement between Parties and contains all of the terms and conditions between the Parties with respect to the subject matter hereunder. Facility and Hospital shall be entitled to no benefits or services other than those specified herein. This Agreement supersedes any and all other older transfer agreements, either written or oral, between the Parties with respect to the subject matter hereof.
- 4.2 **Relationship of the Parties.** The Parties are independent contractors under this Agreement. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship or a joint venture relationship between the Parties, or to allow any Party to exercise control or direction over the manner or method by which any of the Parties perform services herein.
- 4.3 **Amending.** It may only be amended, modified or terminated by an instrument signed by the Parties.
- 4.4 **Assignment.** Neither party will assign this Agreement without the prior written consent of the other party. Notwithstanding any provision of this Agreement to the contrary, either party will have the right to assign or otherwise transfer its interest under this Agreement to a related entity. A "related entity" will include a parent, wholly-owned subsidiary, an entity resulting from a sale of all or substantially all of that party's assets or from a merger, affiliation, or consolidation of that party with or into another entity. Such an assignment will not require the consent or approval of the other party.
- 4.5 **Survival.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 4.6 **Waiver.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.
- 4.7 **Notices.** Notices required herein shall be considered effective when delivered in person, or when sent by United States certified mail, postage prepaid, return receipt requested and addressed to:

EXECUTION

Facility
 Whole Woman's Health of Peoria, L.L.C.
 7405 N. University, Ste. 10
 Peoria, IL 61614
 Attention: Margaret Van Dusen
 Title Administrator

Hospital
 The Methodist Medical Center of Illinois
 221 NE Glen Oak Avenue
 Peoria, IL 61636
 Attention: Jeanine Spain
 VP Patient & Support Services and CNO


Or to other such address, and to the attention of such other person(s) or officer(s) as a Party may designate by written notice.


- 4.8 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws in Illinois.
- 4.9 Nonexclusive. Nothing in this Agreement will be construed as limiting the right of either party to affiliate or contract with any other party.
- 4.10 It is understood and agreed that neither Party to this Agreement shall be legally liable for any negligent nor wrongful act, either by commission or omission, chargeable to the other, unless such liability is imposed by law and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligations or duty owed by one Party against the other or against a third party.

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement as of the last date written below.

Whole Woman's Health of Peoria, L.L.C.

THE METHODIST MEDICAL CENTER OF ILLINOIS

By: 
 Name/Title JAV
W.W.H of Peoria LLC

By: 
 Jeanine Spain, VP Patient & Support Services,
 CNO

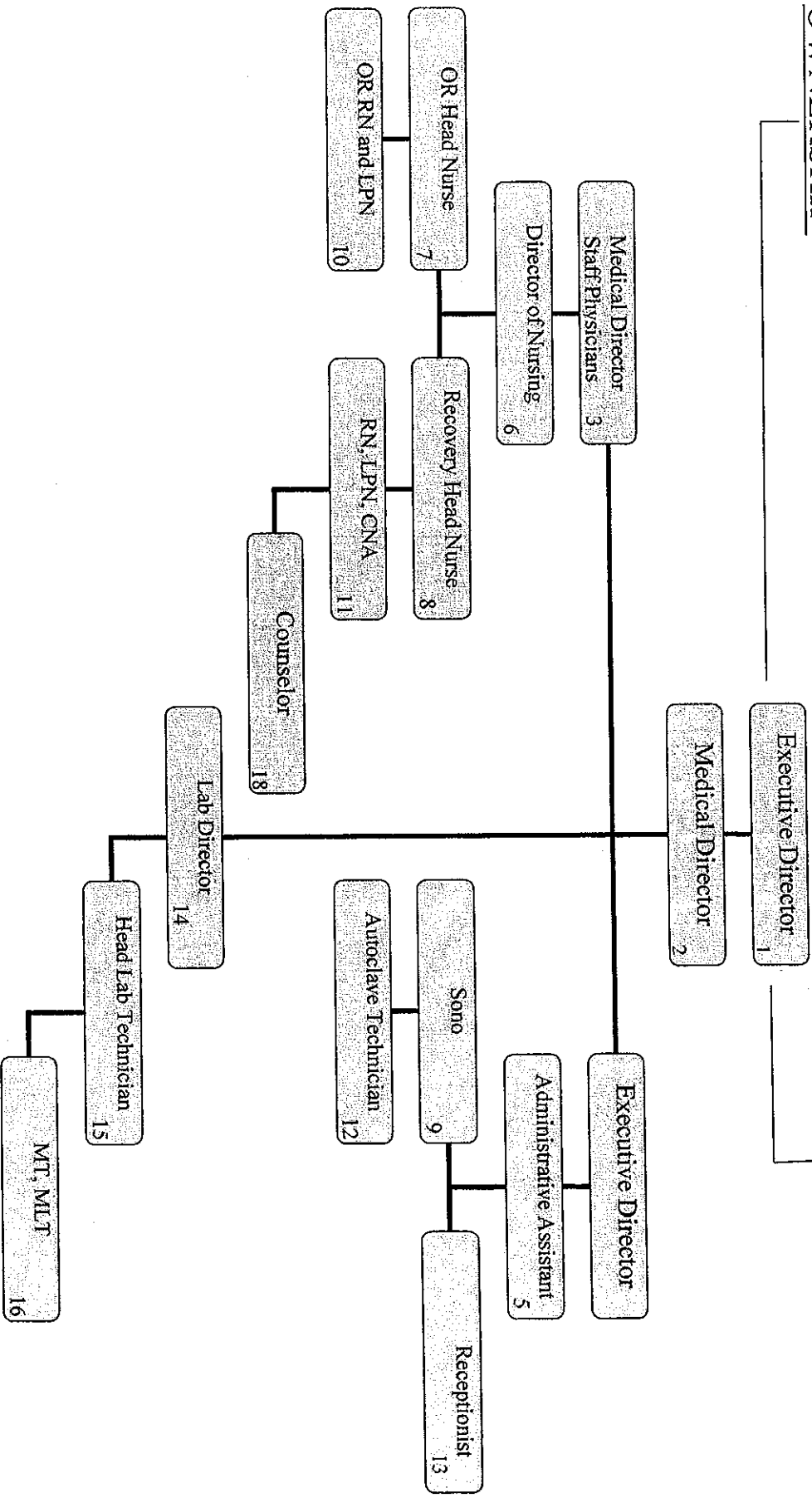
Date: June 4 2015

Date: 6/4/2015

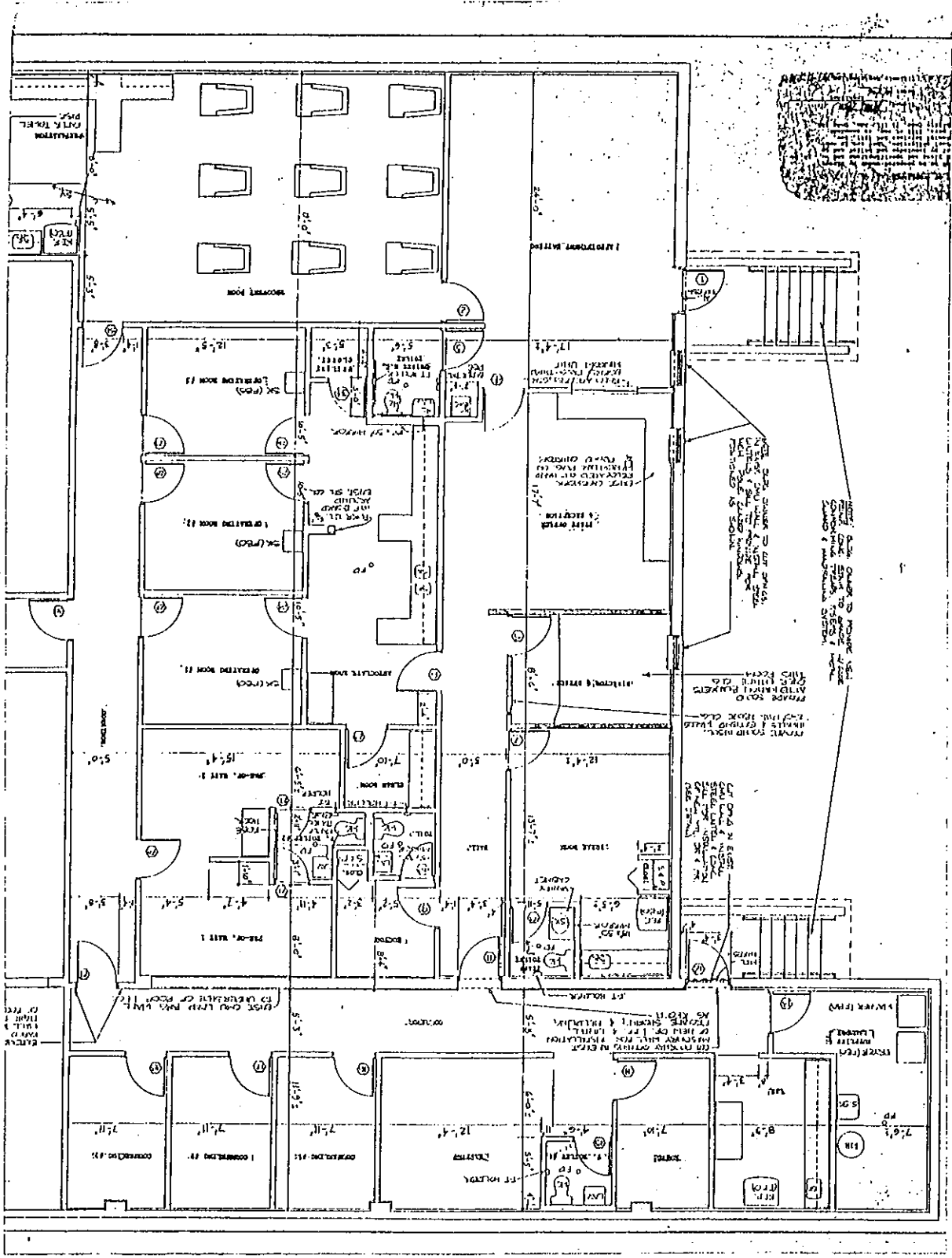
DEPARTMENT ORGANIZATIONAL CHART

OWNERSHIP

LEGAL COUNSEL



ARCHITECTURAL PLANS ENCLOSED.



CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF COMPLIANCE

LABORATORY NAME AND ADDRESS

NATIONAL HEALTH CARE INC
7405 N UNIVERSITY ST #D
PEORIA, IL 61614-1212

LABORATORY DIRECTOR

ALLEN S PALMER

CLIA ID NUMBER

14D0432111

EFFECTIVE DATE

10/13/2014

EXPIRATION DATE

10/12/2016

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



A handwritten signature in cursive script, appearing to read "Judith A. Yost".

Judith A. Yost, Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

Form **LLC-5.5**

Illinois
Limited Liability Company Act
Articles of Organization

FILE # 05262143

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$500
Expedited Fee: \$100
Approved By: TLB

FILED
APR 20 2015
Jesse White
Secretary of State

1. Limited Liability Company Name: WHOLE WOMAN'S HEALTH OF PEORIA, LLC

2. Address of Principal Place of Business where records of the company will be kept:
7405 N UNIVERSITY ST, STE D

PEORIA, IL 61614

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:

MARGARET VAN DUYN
7405 N UNIVERSITY ST STE D
PEORIA, IL 61614-1212

5. Purpose for which the Limited Liability Company is organized:

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company is managed by the manager(s).

MILLER, AMY HAGSTROM
8401 NORTH I-35, STE 1A
AUSTIN, TX 78753

PALMER, D.O., ALLEN
7405 N UNIVERSITY ST, STE D
PEORIA, IL 61614

VAN DUYN, MARGARET
7405 N UNIVERSITY ST, STE D
PEORIA, IL 61614

8. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: APRIL 20, 2015

JOHN H. BUCY, II
6633 HWY 290 EAST, STE 104
AUSTIN, TX 78723

ACCEPTANCE OF PATIENTS

Any pregnant woman, regardless of race, creed or color, is eligible for service at this practice.

The patient is considered medically eligible for service by the clinic if her pregnancy is no more than 15 weeks from the first day of her last normal menstrual period, with compatible pelvic examination. All medical history, physician's findings and laboratory tests must indicate that the procedure can be done safely at the clinic.

The clinic will also operate in accordance with the current laws of the State of Illinois.

The right to require parental support can still be instilled by the clinic coordinator or the attending physician.

The clinic provides abortions through the 15th week. Pregnancy termination is the clinic's only surgical procedure. The clinic also provides decision-making counseling, and birth control and family planning services.

NARRATIVE DESCRIPTION OF FACILITY

All patients coming to the clinic are identified by a patient number.

A record is kept of which doctor is in charge of each patient.

A certified check, cash or money order is received from each patient.

A receipt is given to each patient stating the amount paid, date, patient's name and the attending physician.

All funds derived from these procedures are deposited in an account at PNC Bank at the end of the working day.

Should a patient be found not pregnant or decides against an abortion, she is issued a refund check by the clinic coordinator for the full amount of her payment less laboratory and ultrasound charges incurred.

At the end of each week, the executive director submits a weekly report form detailing all financial activities along with supporting documents as stated. This is submitted to: Jack Miller and the C.P.A., Jeri Jones, 4175 North High Street, Columbus, Ohio.

A system of journals and ledgers keeps track of all funds derived and used by/for N.H.C. in precise detail.

At the end of each biweekly period all employees are paid. Doctors are furnished with a statement of services performed and paid on the day of surgery.

Annual audits are conducted by a Certified Public Accountant under accepted accounting principles in conjunction with the monthly unaudited statements that are issued by the management company. Monthly statements consist of statement of financial position, statement of operations and statement of cash flow.