

Original

11-120

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD  
APPLICATION FOR PERMIT

RECEIVED

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

DEC 15 2011

This Section must be completed for all projects.

HEALTH FACILITIES &  
SERVICES REVIEW BOARD

Facility/Project Identification

Facility Name:	Fresenius Medical Care East Aurora		
Street Address:	924 E. New York Street		
City and Zip Code:	Aurora 60505		
County:	Kane	Health Service Area	8
		Health Planning Area:	

Applicant /Co-Applicant Identification

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

Exact Legal Name:	Fresenius Medical Care East Aurora, LLC d/b/a Fresenius Medical Care East Aurora		
Address:	920 Winter Street, Waltham, MA 02451		
Name of Registered Agent:	CT Systems		
Name of Chief Executive Officer:	Rice Powell		
CEO Address:	920 Winter Street, Waltham, MA 02451		
Telephone Number:	800-662-1237		

Type of Ownership of Applicant/Co-Applicant

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

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

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

Primary Contact

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

Name:	Lori Wright
Title:	Senior CON Specialist
Company Name:	Fresenius Medical Care
Address:	One Westbrook Corporate Center, Tower One, Suite 1000, Westchester, IL 60154
Telephone Number:	708-498-9121
E-mail Address:	lori.wright@fmc-na.com
Fax Number:	708-498-9334

Additional Contact

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

Name:	Coleen Muldoon
Title:	Regional Vice President
Company Name:	Fresenius Medical Care
Address:	One Westbrook Corporate Center, Tower One, Suite 1000, Westchester, IL 60154
Telephone Number:	708-498-9118
E-mail Address:	coleen.muldoon@fmc-na.com
Fax Number:	708-498-9283

**Post Permit Contact**

[Person to receive all correspondence subsequent to permit issuance-THIS PERSON MUST BE EMPLOYED BY THE LICENSED HEALTH CARE FACILITY AS DEFINED AT 20 ILCS 3960

Name: <i>Lori Wright</i>
Title: <i>Senior CON Specialist</i>
Company Name: <i>Fresenius Medical Care</i>
Address: <i>One Westbrook Corporate Center, Tower One, Suite 1000, Westchester, IL 60154</i>
Telephone Number: <i>708-498-9121</i>
E-mail Address: <i>lori.wright@fmc-na.com</i>
Fax Number: <i>708-498-9334</i>

**Additional Contact**

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

Name: <i>Clare Ranalli</i>
Title: <i>Attorney</i>
Company Name: <i>Holland &amp; Knight, LLP</i>
Address: <i>131 S. Dearborn, 30<sup>th</sup> Floor, Chicago, IL 60603</i>
Telephone Number: <i>312-578-6567</i>
E-mail Address: <i>clare.ranalli@hkllaw.com</i>
Fax Number: <i>312-578-6666</i>

**Site Ownership**

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: <i>Mercy Lane, LLC</i>
Address of Site Owner: <i>10531 Timberwood Circle, Suite D, Louisville, KY 40223</i>
Street Address or Legal Description of Site: <i>924 E. New York Street, Aurora, IL 60505</i>
Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease or a lease.
<b>APPEND DOCUMENTATION AS ATTACHMENT-2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>

**Operating Identity/Licensee**

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

Exact Legal Name: <i>Fresenius Medical Care East Aurora, LLC d/b/a Fresenius Medical Care East Aurora</i>
Address: <i>920 Winter Street, Waltham, MA 02451</i>
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> For-profit Corporation <input type="checkbox"/> Governmental <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
<ul style="list-style-type: none"> <li>o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.</li> <li>o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.</li> <li>o <b>Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.</b></li> </ul>
<b>APPEND DOCUMENTATION AS ATTACHMENT-3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>

**Organizational Relationships**

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

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

**Flood Plain Requirements**

[Refer to application instructions.]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2005-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at [www.FEMA.gov](http://www.FEMA.gov) or [www.illinoisfloodmaps.org](http://www.illinoisfloodmaps.org). **This map must be in a readable format.** In addition please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2005-5 (<http://www.hfsrb.illinois.gov>).

**APPEND DOCUMENTATION AS ATTACHMENT -5, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**

**Historic Resources Preservation Act Requirements**

[Refer to application instructions.]

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

**APPEND DOCUMENTATION AS ATTACHMENT-6, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**

**DESCRIPTION OF PROJECT**

**1. Project Classification**

[Check those applicable - refer to Part 1110.40 and Part 1120.20(b)]

Part 1110 Classification:

- Substantive
- Non-substantive

Part 1120 Applicability or Classification:  
[Check one only.]

- Part 1120 Not Applicable
- Category A Project
- Category B Project
- DHS or DVA Project

**2. Narrative Description**

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

*Fresenius Medical Care East Aurora, LLC, proposes to establish a 12 station in-center hemodialysis facility at 924 E. New York Street, Aurora, Illinois (downtown Aurora). The facility will be in leased space in a single tenant building. The interior of the leased space will be built out by the applicant.*

*Fresenius Medical Care East Aurora will be in HSA 8.*

*This project is "substantive" under Planning Board rule 1110.10(b) as it entails the establishment of a health care facility that will provide chronic renal dialysis services*

**Project Costs and Sources of Funds**

Complete the following table listing all costs (refer to Part 1120.110) associated with the project. When a project or any component of a project is to be accomplished by lease, donation, gift, or other means, the fair market or dollar value (refer to Part 1130.140) of the component must be included in the estimated project cost. If the project contains non-reviewable components that are not related to the provision of health care, complete the second column of the table below. Note, the use and sources of funds must equal.

<b>Project Costs and Sources of Funds</b>			
<b>USE OF FUNDS</b>	<b>CLINICAL</b>	<b>NONCLINICAL</b>	<b>TOTAL</b>
Preplanning Costs	N/A	N/A	N/A
Site Survey and Soil Investigation	N/A	N/A	N/A
Site Preparation	N/A	N/A	N/A
Off Site Work	N/A	N/A	N/A
New Construction Contracts	N/A	N/A	N/A
Modernization Contracts	1,143,000	N/A	1,143,000
Contingencies	113,000	N/A	113,000
Architectural/Engineering Fees	123,000	N/A	123,000
Consulting and Other Fees	N/A	N/A	N/A
Movable or Other Equipment (not in construction contracts)	296,000	N/A	296,000
Bond Issuance Expense (project related)	N/A	N/A	N/A
Net Interest Expense During Construction (project related)	N/A	N/A	N/A
Fair Market Value of Leased Space or Equipment	2,566,915 180,525	2,747,440	N/A
Other Costs To Be Capitalized	N/A	N/A	N/A
Acquisition of Building or Other Property (excluding land)	N/A	N/A	N/A
<b>TOTAL USES OF FUNDS</b>	<b>4,422,440</b>		<b>4,422,440</b>
<b>SOURCE OF FUNDS</b>	<b>CLINICAL</b>	<b>NONCLINICAL</b>	<b>CLINICAL</b>
Cash and Securities	1,675,000	N/A	1,675,000
Pledges	N/A	N/A	N/A
Gifts and Bequests	N/A	N/A	N/A
Bond Issues (project related)	N/A	N/A	N/A
Mortgages	N/A	N/A	N/A
Leases (fair market value)	2,747,440	N/A	2,747,440
Governmental Appropriations	N/A	N/A	N/A
Grants	N/A	N/A	N/A
Other Funds and Sources	N/A	N/A	N/A
<b>TOTAL SOURCES OF FUNDS</b>	<b>4,422,440</b>	<b>N/A</b>	<b>4,422,440</b>
<b>NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT-7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>			

**Related Project Costs**

Provide the following information, as applicable, with respect to any land related to the project that will be or has been acquired during the last two calendar years:

Land acquisition is related to project	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Purchase Price: \$	_____	
Fair Market Value: \$	_____	

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

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

Estimated start-up costs and operating deficit cost is \$ 77,818.

**Project Status and Completion Schedules**

Indicate the stage of the project's architectural drawings:

None or not applicable                       Preliminary

Schematics                                               Final Working

Anticipated project completion date (refer to Part 1130.140): 04/30/2014

Indicate the following with respect to project expenditures or to obligation (refer to Part 1130.140):

Purchase orders, leases or contracts pertaining to the project have been executed.

Project obligation is contingent upon permit issuance. Provide a copy of the contingent "certification of obligation" document, highlighting any language related to CON Contingencies

Project obligation will occur after permit issuance.

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

**State Agency Submittals**

Are the following submittals up to date as applicable:

Cancer Registry

APORS

All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted

All reports regarding outstanding permits

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

**Cost Space Requirements**

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

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

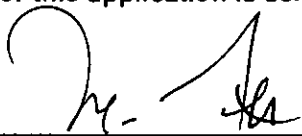
APPEND DOCUMENTATION AS ATTACHMENT-9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**CERTIFICATION**

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

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

This Application for Permit is filed on the behalf of Fresenius Medical Care East Aurora, LLC\* in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.



SIGNATURE

**Mark Fawcett**  
Vice President & Treasurer

PRINTED TITLE



SIGNATURE

**Bryan Mello**  
Assistant Treasurer

PRINTED TITLE

Notarization:  
Subscribed and sworn to before me  
this    day of    2011

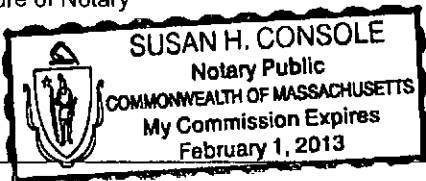
Notarization:  
Subscribed and sworn to before me  
this 10 day of Oct 2011

  
Signature of Notary

Signature of Notary

Seal

Seal



\*Insert EXACT legal name of the applicant



**CERTIFICATION**

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

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

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

*[Handwritten Signature]*

SIGNATURE

Mark Fawcett  
Vice President & Asst. Treasurer

PRINTED NAME

PRINTED TITLE

Notarization:

Subscribed and sworn to before me  
this      day of      2011

*[Handwritten Signature]*

SIGNATURE

Bryan Mello

Assistant Treasurer

PRINTED NAME

PRINTED TITLE

Notarization:

Subscribed and sworn to before me  
this 10 day of Oct 2011

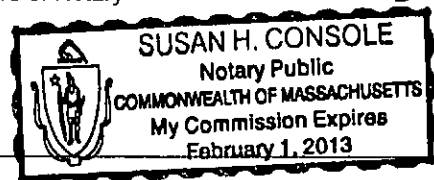
*[Handwritten Signature]*

Signature of Notary

Signature of Notary

Seal

Seal



\*Insert EXACT legal name of the applicant

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

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

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

READ THE REVIEW CRITERION and provide the following required information:

##### BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant during the three years prior to the filing of the application.
3. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
4. If, during a given calendar year, an applicant submits more than one application for permit, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest the information has been previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

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

##### PURPOSE OF PROJECT

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.
2. Define the planning area or market area, or other, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed, as applicable and appropriate for the project. [See 1110.230(b) for examples of documentation.]
4. Cite the sources of the information provided as documentation.
5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.
6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals **as appropriate.**

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

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

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

**ALTERNATIVES**

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

Alternative options **must** include:

- A) Proposing a project of greater or lesser scope and cost;
  - B) Pursuing a joint venture or similar arrangement with one or more providers or entities to meet all or a portion of the project's intended purposes; developing alternative settings to meet all or a portion of the project's intended purposes;
  - C) Utilizing other health care resources that are available to serve all or a portion of the population proposed to be served by the project; and
  - D) Provide the reasons why the chosen alternative was selected.
- 2) Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of total costs, patient access, quality and financial benefits in both the short term (within one to three years after project completion) and long term. This may vary by project or situation. **FOR EVERY ALTERNATIVE IDENTIFIED THE TOTAL PROJECT COST AND THE REASONS WHY THE ALTERNATIVE WAS REJECTED MUST BE PROVIDED.**
- 3) The applicant shall provide empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

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

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

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

READ THE REVIEW CRITERION and provide the following information:

**SIZE OF PROJECT:**

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

**Provide a narrative for any discrepancies from the State Standard. A table must be provided in the following format with Attachment 14.**

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?

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

**PROJECT SERVICES UTILIZATION:**

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

Document that in the second year of operation, the annual utilization of the service or equipment shall meet or exceed the utilization standards specified in 1110.Appendix B. A narrative of the rationale that supports the projections must be provided.

A table must be provided in the following format with Attachment 15.

UTILIZATION					
	DEPT./ SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MET STANDARD?
YEAR 1					
YEAR 2					

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

**UNFINISHED OR SHELL SPACE: NOT APPLICABLE – THERE IS NO UNFINISHED SHELLSPACE**

Provide the following information:

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

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

**ASSURANCES: NOT APPLICABLE – THERE IS NO UNFINISHED SHELL SPACE**

Submit the following:

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

**APPEND DOCUMENTATION AS ATTACHMENT-17, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**

**G. Criterion 1110.1430 - In-Center Hemodialysis**

1. Applicants proposing to establish, expand and/or modernize In-Center Hemodialysis must submit the following information:
2. Indicate station capacity changes by Service: Indicate # of stations changed by action(s):

Category of Service	# Existing Stations	# Proposed Stations
<input checked="" type="checkbox"/> In-Center Hemodialysis	0	12

3. READ the applicable review criteria outlined below and submit the required documentation for the criteria:

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.1430(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X		
1110.1430(b)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.1430(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.1430(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.1430(b)(5) - Planning Area Need - Service Accessibility	X		
1110.1430(c)(1) - Unnecessary Duplication of Services	X		
1110.1430(c)(2) - Maldistribution	X		
1110.1430(c)(3) - Impact of Project on Other Area Providers	X		
1110.1430(d)(1) - Deteriorated Facilities			X
1110.1430(d)(2) - Documentation			X
1110.1430(d)(3) - Documentation Related to Cited Problems			X
1110.1430(e) - Staffing Availability	X	X	
1110.1430(f) - Support Services	X	X	X
1110.1430(g) - Minimum Number of Stations	X		
1110.1430(h) - Continuity of Care	X		
1110.1430(j) - Assurances	X	X	X
<b>APPEND DOCUMENTATION AS ATTACHMENT-26, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM</b>			

4. Projects for relocation of a facility from one location in a planning area to another in the same planning area must address the requirements listed in subsection (a)(1) for the "Establishment of Services or Facilities", as well as the requirements in Section 1110.130 - "Discontinuation" and subsection 1110.1430(i) - "Relocation of Facilities".

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

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

**VIII. - 1120.120 - Availability of Funds**

The applicant shall document that financial resources shall be available and be equal to or exceed the estimated total project cost plus any related project costs by providing evidence of sufficient financial resources from the following sources, as applicable: **Indicate the dollar amount to be provided from the following sources:**

<u>1,675,000</u>	<p>a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:</p> <ol style="list-style-type: none"> <li>1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and</li> <li>2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion;</li> </ol>
<u>N/A</u>	<p>b) Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.</p>
<u>N/A</u>	<p>c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;</p>
<u>2,747,440</u>	<p>d) Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including:</p> <ol style="list-style-type: none"> <li>1) For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated;</li> <li>2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate;</li> <li>3) For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.;</li> <li>4) For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment;</li> <li>5) For any option to lease, a copy of the option, including all terms and conditions.</li> </ol>
<u>N/A</u>	<p>e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent;</p>
<u>N/A</u>	<p>f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;</p>
<u>N/A</u>	<p>g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.</p>
<b>4,422,440</b>	<b>TOTAL FUNDS AVAILABLE</b>

**IX. 1120.130 - Financial Viability**

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

**Financial Viability Waiver**

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

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

See Section 1120.130 Financial Waiver for information to be provided

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

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

Provide Data for Projects Classified as:	Category A or Category B (last three years)			Category B (Projected)
Enter Historical and/or Projected Years:				
Current Ratio	<b>APPLICANT MEETS THE FINANCIAL VIABILITY WAIVER CRITERIA IN THAT ALL OF THE PROJECTS CAPITAL EXPENDITURES ARE COMPLETELY FUNDED THROUGH INTERNAL SOURCES, THEREFORE NO RATIOS ARE PROVIDED.</b>			
Net Margin Percentage				
Percent Debt to Total Capitalization				
Projected Debt Service Coverage				
Days Cash on Hand				
Cushion Ratio				

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

2. Variance **NOT APPLICABLE**

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

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



**X. 1120.140 - Economic Feasibility**

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

**A. Reasonableness of Financing Arrangements**

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

- 1) That the total estimated project costs and related costs will be funded in total with cash and equivalents, including investment securities, unrestricted funds, received pledge receipts and funded depreciation; or
- 2) That the total estimated project costs and related costs will be funded in total or in part by borrowing because:
  - A) A portion or all of the cash and equivalents must be retained in the balance sheet asset accounts in order to maintain a current ratio of at least 2.0 times for hospitals and 1.5 times for all other facilities; or
  - B) Borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

**B. Conditions of Debt Financing**

This criterion is applicable only to projects that involve debt financing. The applicant shall document that the conditions of debt financing are reasonable by submitting a notarized statement signed by an authorized representative that attests to the following, as applicable:

- 1) That the selected form of debt financing for the project will be at the lowest net cost available;
- 2) That the selected form of debt financing will not be at the lowest net cost available, but is more advantageous due to such terms as prepayment privileges, no required mortgage, access to additional indebtedness, term (years), financing costs and other factors;
- 3) That the project involves (in total or in part) the leasing of equipment or facilities and that the expenses incurred with leasing a facility or equipment are less costly than constructing a new facility or purchasing new equipment.

**C. Reasonableness of Project and Related Costs**

Read the criterion and provide the following:

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

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

\* Include the percentage (%) of space for circulation

**D. Projected Operating Costs**

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

**E. Total Effect of the Project on Capital Costs**

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

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

**XI. Safety Net Impact Statement**

**SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for ALL SUBSTANTIVE AND DISCONTINUATION PROJECTS: NOT APPLICABLE - PROJECT IS NON-SUBSTANTIVE AND IS NOT A DISCONTINUATION**

1. The project's material impact, if any, on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge.
2. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.
3. How the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant.

**Safety Net Impact Statements shall also include all of the following:**

1. For the 3 fiscal years prior to the application, a certification describing the amount of charity care provided by the applicant. The amount calculated by hospital applicants shall be in accordance with the reporting requirements for charity care reporting in the Illinois Community Benefits Act. Non-hospital applicants shall report charity care, at cost, in accordance with an appropriate methodology specified by the Board.
2. For the 3 fiscal years prior to the application, a certification of the amount of care provided to Medicaid patients. Hospital and non-hospital applicants shall provide Medicaid information in a manner consistent with the information reported each year to the Illinois Department of Public Health regarding "Inpatients and Outpatients Served by Payor Source" and "Inpatient and Outpatient Net Revenue by Payor Source" as required by the Board under Section 13 of this Act and published in the Annual Hospital Profile.
3. Any information the applicant believes is directly relevant to safety net services, including information regarding teaching, research, and any other service.

**A table in the following format must be provided as part of Attachment 43.**

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
<b>Total</b>			
Charity (cost in dollars)	Year	Year	Year
Inpatient			
Outpatient			
<b>Total</b>			
MEDICAID			
Medicaid (# of patients)	Year	Year	Year
Inpatient			
Outpatient			

Total			
Medicaid (revenue)			
Inpatient			
Outpatient			
Total			

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

**XII. Charity Care Information**

Charity Care information **MUST** be furnished for **ALL** projects.

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three **audited** fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.
2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.
3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

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

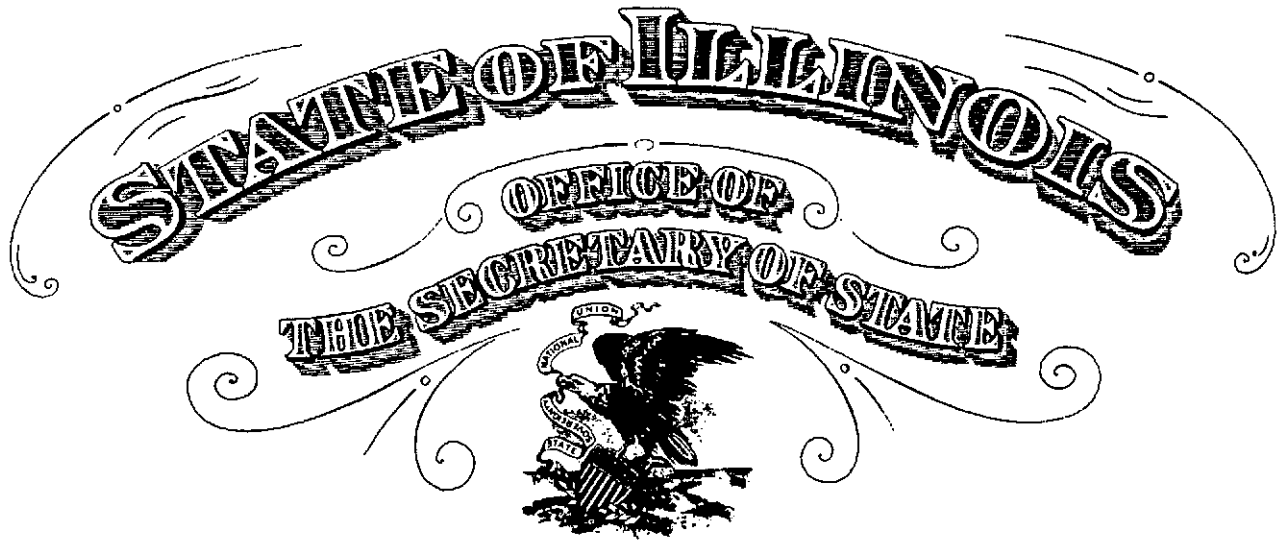
A table in the following format must be provided for all facilities as part of Attachment 44.

CHARITY CARE			
	Year	Year	Year
Net Patient Revenue			
Amount of Charity Care (charges)			
Cost of Charity Care			

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

After paginating the entire, completed application, indicate in the chart below, the page numbers for the attachments included as part of the project's application for permit:

<b>INDEX OF ATTACHMENTS</b>		
<b>ATTACHMENT NO.</b>		<b>PAGES</b>
1	Applicant/Co-applicant Identification including Certificate of Good Standing	21-22
2	Site Ownership	23-26
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	27
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	28
5	Flood Plain Requirements	29-30
6	Historic Preservation Act Requirements	31
7	Project and Sources of Funds Itemization	32-33
8	Obligation Document if required	34
9	Cost Space Requirements	39
10	Discontinuation	
11	Background of the Applicant	36-69
12	Purpose of the Project	70
13	Alternatives to the Project	71-73
14	Size of the Project	74
15	Project Service Utilization	75
16	Unfinished or Shell Space	
17	Assurances for Unfinished/Shell Space	
18	Master Design Project	
19	Mergers, Consolidations and Acquisitions	
	<b>Service Specific:</b>	
20	Medical Surgical Pediatrics, Obstetrics, ICU	
21	Comprehensive Physical Rehabilitation	
22	Acute Mental Illness	
23	Neonatal Intensive Care	
24	Open Heart Surgery	
25	Cardiac Catheterization	
26	In-Center Hemodialysis	76-109
27	Non-Hospital Based Ambulatory Surgery	
28	General Long Term Care	
29	Specialized Long Term Care	
30	Selected Organ Transplantation	
31	Kidney Transplantation	
32	Subacute Care Hospital Model	
33	Post Surgical Recovery Care Center	
34	Children's Community-Based Health Care Center	
35	Community-Based Residential Rehabilitation Center	
36	Long Term Acute Care Hospital	
37	Clinical Service Areas Other than Categories of Service	
38	Freestanding Emergency Center Medical Services	
	<b>Financial and Economic Feasibility:</b>	
39	Availability of Funds	110-119
40	Financial Waiver	120-122
41	Financial Viability	
42	Economic Feasibility	123-127
43	Safety Net Impact Statement	128
44	Charity Care Information	129-136
	Appendix 1 – MapQuest Travel Times	137-148
	Appendix 2 – Referral Letters	149-157



To all to whom these Presents Shall Come, Greeting:

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

FRESENIUS MEDICAL CARE EAST AURORA, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANACT BUSINESS IN ILLINOIS ON DECEMBER 08, 2010, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 28TH day of NOVEMBER A.D. 2011 .

Jesse White

Authentication #: 1133200446

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

SECRETARY OF STATE

**Co-Applicant Identification**

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

Exact Legal Name: <i>Fresenius Medical Care Holdings, Inc.</i>
Address: <i>920 Winter Street, Waltham, MA 02451</i>
Name of Registered Agent: <i>CT Systems</i>
Name of Chief Executive Officer: <i>Rice Powell</i>
CEO Address: <i>920 Winter Street, Waltham, MA 02451</i>
Telephone Number: <i>800-662-1237</i>

**Type of Ownership of Applicant/Co-Applicant**

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

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

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

## Site Ownership

[[Provide this information for each applicable site]]

Exact Legal Name of Site Owner: *Mercy Lane, LLC*

Address of Site Owner: *10531 Timberwood Circle, Suite D, Louisville, KY 40223*

Street Address or Legal Description of Site: *924 E. New York Street, Aurora, IL 60505*

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

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

## FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "First Amendment") is entered into as of this 31 day of October 2011 by and between Mercy Lane, LLC ("Landlord") and Fresenius Medical Sandwich, LLC, as successor-in-interest to Fresenius Medical Care of Illinois, LLC ("Tenant").

WHEREAS, Landlord and Tenant are parties to a certain Lease Agreement dated March 1, 2010, together with any and all amendments, modifications, extensions, etc. (collectively, the "Lease") for certain property consisting of approximately 8,500 square feet to be leased hereunder to Tenant (the "Premises") on the property commonly known as 924 East New York Street, Aurora, Illinois, as more particularly described in the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and further good and valuable consideration, the parties agree as follows:

1. The last two sentences of Section 25.19 of the Lease are hereby deleted and replaced with the following:

"In the event that the Planning Board does not award Tenant a CON permit to establish a dialysis center on the Premises by **March 31, 2012**, neither party shall have any further obligation to the other party with regard to this Lease, except that Tenant agrees to reimburse Landlord for all reasonable out-of-pocket costs Landlord incurs in connection with purchasing and leasing the Property to Tenant up to an amount not to exceed \$85,000.00 (including, without limitation, reasonable due diligence costs, non-refundable earnest money, appraisals, environmental reports, soil tests, etc.; reasonable fees and costs of attorneys, architects, engineers and other contractors; and reasonable costs incurred in connection with obtaining governmental approvals and permits), \$20,000.00 of which shall be paid within ten (10) days following the full execution of the First Amendment. Landlord shall provide invoices for the \$20,000.00 paid by Tenant, and Tenant shall reimburse Landlord for the remaining \$65,000.00 within 30 days of Tenant's receipt of applicable invoices."

2. Except as modified herein, all terms of the Lease shall remain unchanged, and are hereby ratified, republished and reaffirmed and are incorporated into this First Amendment.

**SIGNATURE PAGE TO FOLLOW**



IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the day and year first above written.


LANDLORD:

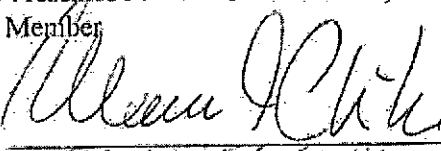
TENANT:

MERCY LANE, LLC

FRESENIUS MEDICAL CARE OF SANDWICH, LLC

By: Fresenius Medical Care Ventures, LLC  
Its Member

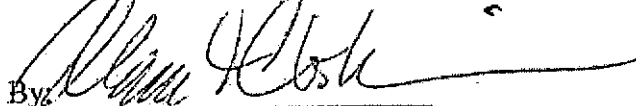
By:   
Name: Chad Middendorf  
Title: Manager

By:   
Name: Maria F.C. Gillis  
Title: Assistant Treasurer

As an inducement to Landlord to enter into the First Amendment to Lease as set forth above, the undersigned hereby reaffirms its guaranty as provided in the Guaranty of Lease dated March 1, 2011.

Guarantor:

Fresenius Medical Care Holdings, Inc.

By: 

Name: \_\_\_\_\_

Its: **Maria T. C. Gillis**  
**Assistant Treasurer**

## Operating Identity/Licensee

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

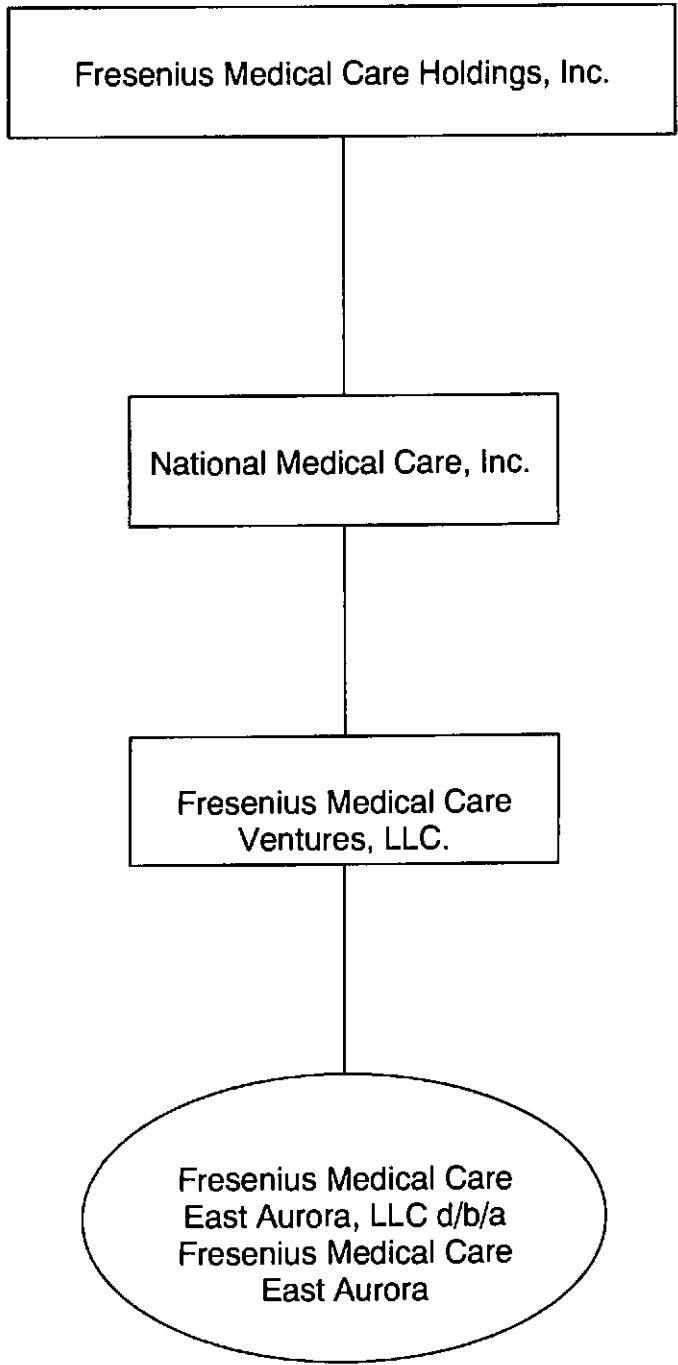
Exact Legal Name: *Fresenius Medical Care East Aurora, LLC d/b/a Fresenius Medical Care East Aurora*

Address: *920 Winter Street, Waltham, MA 02451*

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

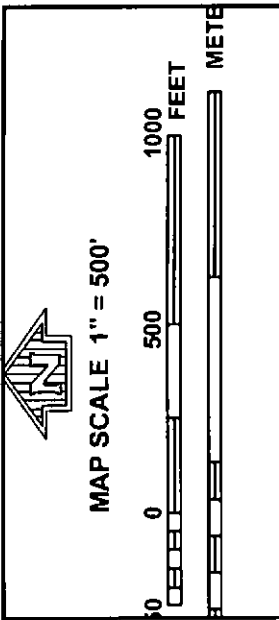
- Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.
- Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.
- **Persons with 5 percent or greater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

## Certificate of Good Standing at Attachment – 1.



## **Flood Plain Requirements**

The proposed site for the establishment of Fresenius Medical Care East Aurora complies with the requirements of Illinois Executive Order #2005-5. The site, 924 E. Jackson Street, Aurora is not located in a flood plain as can be seen on the FEMA flood plain map on the following page.



**NATIONAL FLOOD INSURANCE PROGRAM**

**PANEL 0707J**

**FIRM**  
**FLOOD INSURANCE RATE MAP**  
**COOK COUNTY,**  
**ILLINOIS**  
**AND INCORPORATED AREAS**

**PANEL 707 OF 832**  
 (SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:	NUMBER	PANEL	SHEET
COOK COUNTY	170054	0707	J
MIDDLEBURN VILLAGE OF	170127	0707	J
OAK-Forest, CITY OF	170139	0707	J
TINLEY PARK VILLAGE OF	170189	0707	J

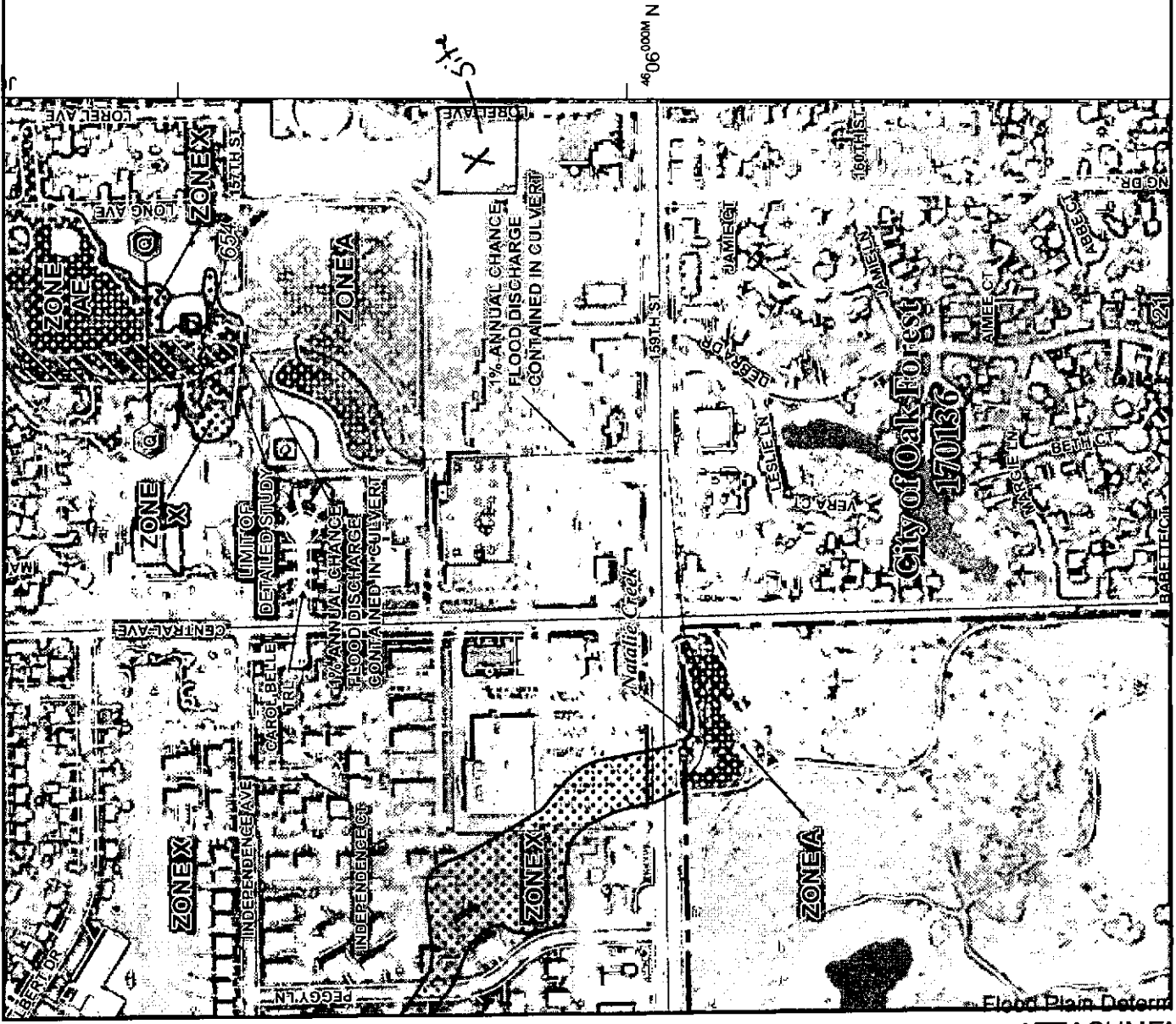
Notice to User: The Map Number above should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject community.

**MAP NUMBER**  
17031C0707J

**MAP REVISED**  
AUGUST 19, 2008

Federal Emergency Management Agency

This is an official copy of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)





Illinois Historic  
Preservation Agency

FAX (217) 782-8161

1 Old State Capitol Plaza • Springfield, Illinois 62701-1512 • [www.illinois-history.gov](http://www.illinois-history.gov)

Kane County

Aurora

CON - Establish a 12 Station Dialysis Facility  
924 E. New York St.  
IHPA Log #009071510

July 30, 2010

Lori Wright  
Fresenius Medical Care  
One Westbrook Corporate Center, Suite 1000  
Westchester, IL 60154

Dear Ms. Wright:

This letter is to inform you that we have reviewed the information provided concerning the referenced project.

Our review of the records indicates that no historic, architectural or archaeological sites exist within the project area.

Please retain this letter in your files as evidence of compliance with Section 4 of the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420/1 et. seq.). This clearance remains in effect for two years from date of issuance. It does not pertain to any discovery during construction, nor is it a clearance for purposes of the Illinois Human Skeletal Remains Protection Act (20 ILCS 3440).

If you have any further questions, please contact me at 217/785-5027.

Sincerely,

Anne E. Haaker  
Deputy State Historic  
Preservation Officer

## SUMMARY OF PROJECT COSTS

### Modernization

General Conditions	55,000
Temp Facilities, Controls, Cleaning, Waste Management	3,500
Concrete	15,500
Masonry	16,500
Metal Fabrications	9,000
Carpentry	100,000
Thermal, Moisture & Fire Protection	20,000
Doors, Frames, Hardware, Glass & Glazing	77,000
Walls, Ceilings, Floors, Painting	199,000
Specialities	14,000
Casework, FI Mats & Window Treatments	7,000
Piping, Sanitary Waste, HVAC, Ductwork, Roof Penetrations	357,000
Wiring, Fire Alarm System, Lighting	213,500
Miscellaneous Construction Costs	56,000
<b>Total</b>	<b>1,143,000</b>

### Contingencies

Contingencies \$113,000

### Architectural/Engineering

Architecture/Engineering Fees \$123,000

Cost Itemization

ATTACHMENT - 7



**Movable or Other Equipment**

Dialysis Chairs	\$18,000
Misc. Clinical Equipment	15,000
Clinical Furniture & Equipment	21,000
Office Equipment & Other Furniture	30,000
Water Treatment	100,000
TVs & Accessories	50,000
Telephones	12,000
Generator	30,000
Facility Automation	17,000
Other miscellaneous	3,000
<b>Total</b>	<b>\$296,000</b>

**Fair Market Value Leased Space & Equipment**

FMV Leased Space (7,275 GSF)	\$2,566,915
FMV Leased Dialysis Machines	174,525
FMV Leased Computers	6,000
<b>Total</b>	<b>\$2,747,440</b>

Project obligation will occur after permit issuance.

**Cost Space Requirements**

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

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
<b>REVIEWABLE</b>							
In-Center Hemodialysis	4,412,440		8,500				
Total Clinical	4,412,440		8,500				
<b>NON REVIEWABLE</b>							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
<b>TOTAL</b>	<b>4,412,440</b>		<b>8,500</b>				
APPEND DOCUMENTATION AS <u>ATTACHMENT-9</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.							

Fresenius Medical Care Holdings, Inc. In-center Clinics in Illinois

Clinic	Provider #	Address	City	Zip
Alsip	14-2630	12250 S. Cicero Ave Ste. #105	Alsip	60803
Antioch	14-2673	311 Depot St., Ste. H	Antioch	60002
Aurora	14-2515	455 Mercy Lane	Aurora	60506
Austin Community	14-2653	4800 W. Chicago Ave., 2nd Fl.	Chicago	60651
Berwyn	14-2533	2601 S. Harlem Avenue, 1st Fl.	Berwyn	60402
Blue Island	14-2539	12200 S. Western Avenue	Blue Island	60406
Bolingbrook	14-2605	538 E. Boughton Road	Boilingbrook	60440
Bridgeport	14-2524	825 W. 35th Street	Chicago	60609
Burbank	14-2641	4811 W. 77th Street	Burbank	60459
Carbondale	14-2514	725 South Lewis Lane	Carbondale	62901
Champaign (managed)	14-2588	1405 W. Park Street	Champaign	61801
Chatham		333 W. 87th Street	Chicago	60620
Chicago Dialysis	14-2506	820 West Jackson Blvd.	Chicago	60607
Chicago Westside	14-2681	1340 S. Damen	Chicago	60608
Congress Parkway	14-2631	3410 W. Van Buren Street	Chicago	60624
Crestwood	14-2538	4861-73 W. Cal Sag Road	Crestwood	60445
Decatur East	14-2503	1830 S. 44th St.	Decatur	62521
Deerfield	14-2710	405 Lake Cook Road	Deerfield	60015
Des Plaines		1625 Oakton Place	Des Plaines	60018
Downers Grove	14-2503	3825 Highland Ave., Ste. 102	Downers Grove	60515
DuPage West	14-2509	450 E. Roosevelt Rd., Ste. 101	West Chicago	60185
DuQuoin	14-2595	#4 West Main Street	DuQuoin	62832
East Belmont	14-2531	1331 W. Belmont	Chicago	60613
East Peoria	14-2562	3300 North Main Street	East Peoria	61611
Elgin	14-2726	2130 Point Boulevard	Elgin	60123
Elk Grove	14-2507	901 Biesterfield Road	Elk Grove	60007
Evanston	14-2621	2953 Central Street	Evanston	60201
Evergreen Park	14-2545	9730 S. Western Avenue	Evergreen Park	60805
Garfield	14-2555	5401 S. Wentworth Ave.	Chicago	60609
Glendale Heights	14-2617	520 E. North Avenue	Glendale Heights	60139
Glenview	14-2551	4248 Commercial Way	Glenview	60025
Greenwood	14-2601	1111 East 87th St., Ste. 700	Chicago	60619
Gurnee	14-2549	101 Greenleaf	Gurnee	60031
Hazel Crest	14-2607	17524 E. Carriageway Dr.	Hazel Crest	60429
Hoffman Estates	14-2547	3150 W. Higgins, Ste. 190	Hoffman Estates	60195
Jackson Park	14-2516	7531 South Stony Island Ave.	Chicago	60649
Joliet		721 E. Jackson Street	Joliet	60432
Kewanee	14-2578	230 W. South Street	Kewanee	61443
Lake Bluff	14-2669	101 Waukegan Rd., Ste. 700	Lake Bluff	60044
Lakeview	14-2679	4008 N. Broadway, St. 1200	Chicago	60613
Logan Square		2734 N. Milwaukee Avenue	Chicago	60647
Lombard	14-2722	1940 Springer Drive	Lombard	60148
Macomb	14-2591	523 E. Grant Street	Macomb	61455
Marquette Park	14-2566	6515 S. Western	Chicago	60636
McLean Co	14-2563	1505 Eastland Medical Plaza	Bloomington	61704
McHenry	14-2672	4312 W. Elm St.	McHenry	60050
Melrose Park	14-2554	1111 Superior St., Ste. 204	Melrose Park	60160
Merrionette Park	14-2667	11630 S. Kedzie Ave.	Merrionette Park	60803
Metropolis	14-2705	20 Hospital Drive	Metropolis	62960
Midway	14-2713	6201 W. 63rd Street	Chicago	60638
Mokena	14-2689	8910 W. 192nd Street	Mokena	60448
Morris	14-2596	1401 Lakewood Dr., Ste. B	Morris	60450
Mundelein		1400 Townline Road	Mundelein	60060
Naperville	14-2543	100 Spalding Drive Ste. 108	Naperville	60566
Naperville North	14-2678	516 W. 5th Ave.	Naperville	60563
Niles	14-2500	7332 N. Milwaukee Ave	Niles	60714
Norridge	14-2521	4701 N. Cumberland	Norridge	60656
North Avenue	14-2602	805 W. North Avenue	Melrose Park	60160
North Kilpatrick	14-2501	4800 N. Kilpatrick	Chicago	60630
Northfield		480 Central Avenue	Northfield	60093
Northwestern University	14-2597	710 N. Fairbanks Court	Chicago	60611
Oak Park	14-2504	773 W. Madison Street	Oak Park	60302
Orland Park	14-2550	9160 W. 159th St.	Orland Park	60462

Facility List

ATTACHMENT - 11

Oswego	14-2677	1051 Station Drive	Oswego	60543
Ottawa	14-2576	1601 Mercury Court	Ottawa	61350
Palatine	14-2723	Dundee Road	Palatine	60074
Pekin	14-2571	600 S. 13th Street	Pekin	61554
Peoria Downtown	14-2574	410 R.B. Garrett Ave.	Peoria	61605
Peoria North	14-2613	10405 N. Juliet Court	Peoria	61615
Plainfield	14-2707	2300 Michas Drive	Plainfield	60544
Polk	14-2502	557 W. Polk St.	Chicago	60607
Pontiac	14-2611	804 W. Madison St.	Pontiac	61764
Prairie	14-2569	1717 S. Wabash	Chicago	60616
Randolph County	14-2589	102 Memorial Drive	Chester	62233
River Forest		103 Forest Avenue	River Forest	60305
Rockford	14-2615	1302 E. State Street	Rockford	61104
Rogers Park	14-2522	2277 W. Howard St.	Chicago	60645
Rolling Meadows	14-2525	4180 Winnetka Avenue	Rolling Meadows	60008
Roseland	14-2690	135 W. 111th Street	Chicago	60628
Ross-Englewood	14-2670	6333 S. Green Street	Chicago	60621
Round Lake	14-2616	401 Nippersink	Round Lake	60073
Sandwich	14-2700	1310 Main Street	Sandwich	60548
Saline County	14-2573	275 Small Street, Ste. 200	Harrisburg	62946
Skokie	14-2618	9801 Wood Dr.	Skokie	60077
South Chicago	14-2519	9200 S. Chicago Ave.	Chicago	60617
South Holland	14-2542	17225 S. Paxton	South Holland	60473
South Shore	14-2572	2420 E. 79th Street	Chicago	60649
South Side	14-2508	3134 W. 76th St.	Chicago	60652
South Suburban	14-2517	2609 W. Lincoln Highway	Olympia Fields	60461
Southwestern Illinois	14-2535	Illinois Rts 3&143, #7 Eastgate Plz.	East Alton	62024
Spoon River	14-2565	210 W. Walnut Street	Canton	61520
Spring Valley	14-2564	12 Wolfer Industrial Drive	Spring Valley	61362
Steger	14-2725	219 34th Street	Steger	60475
Streator	14-2695	2356 N. Bloomington Street	Streator	61364
Uptown	14-2692	4720 N. Marine Dr.	Chicago	60640
Villa Park	14-2612	200 E. North Ave.	Villa Park	60181
Waukegan Harbor		101 North West Street	Waukegan	60085
West Batavia		Branson Drive	Batavia	60510
West Belmont	14-2523	4848 W. Belmont	Chicago	60641
West Chicago	14-2702	1855-1863 N. Neltor	West Chicago	60185
West Metro	14-2536	1044 North Mozart Street	Chicago	60622
West Suburban	14-2530	518 N. Austin Blvd., Ste. 5000	Oak Park	60302
West Willow		14404 W. Willow	Chicago	60620
Westchester	14-2520	2400 Wolf Road, STE 101A	Westchester	60154
Williamson County	14-2627	900 Skyline Drive, Ste. 200	Marion	62959
Willowbrook	14-2632	6300 S. Kingery Hwy, STE 408	Willowbrook	60527

Certification & Authorization

Fresenius Medical Care East Aurora, LLC

In accordance with Section III, A (2) of the Illinois Health Facilities Planning Board Application for Certificate of Need; I do hereby certify that no adverse actions have been taken against Fresenius Medical Care East Aurora, LLC by either Medicare or Medicaid, or any State or Federal regulatory authority during the 3 years prior to the filing of the Application with the Illinois Health Facilities Planning Board; and

In regards to section III, A (3) of the Illinois Health Facilities Planning Board Application for Certificate of Need; I do hereby authorize the State Board and Agency access to information in order to verify any documentation or information submitted in response to the requirements of this subsection or to obtain any documentation or information that the State Board or Agency finds pertinent to this subsection.

By: *M. Fawcett*

ITS: Mark Fawcett  
Vice President & Treasurer

By: *B. Mello*

ITS: Bryan Mello  
Assistant Treasurer

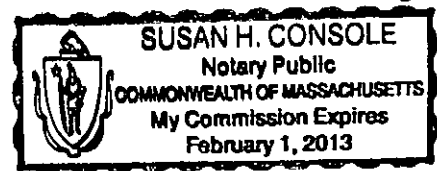
~~Notarization:~~  
~~Subscribed and sworn to before me~~  
~~this \_\_\_\_\_ day of \_\_\_\_\_, 2011~~

Notarization:  
Subscribed and sworn to before me  
this 10 day of Oct, 2011

Signature of Notary *Susan H Console* Signature of Notary

Seal

Seal



Certification & Authorization

Fresenius Medical Care Holdings, Inc.

In accordance with Section III, A (2) of the Illinois Health Facilities & Services Review Board Application for Certificate of Need; I do hereby certify that no adverse actions have been taken against Fresenius Medical Care Holdings, Inc. by either Medicare or Medicaid, or any State or Federal regulatory authority during the 3 years prior to the filing of the Application with the Illinois Health Facilities & Services Review Board; and

In regards to section III, A (3) of the Illinois Health Facilities & Services Review Board Application for Certificate of Need; I do hereby authorize the State Board and Agency access to information in order to verify any documentation or information submitted in response to the requirements of this subsection or to obtain any documentation or information that the State Board or Agency finds pertinent to this subsection.

By: *M. Fawcett*  
Mark Fawcett  
ITS: Vice President & Asst. Treasurer

By: *Bryan Mello*  
**Bryan Mello**  
ITS: Assistant Treasurer

Notarization:  
Subscribed and sworn to before me  
this 10 day of Oct, 2011

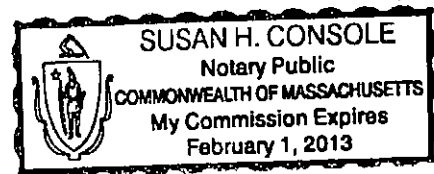
Notarization:  
Subscribed and sworn to before me  
this 10 day of Oct, 2011

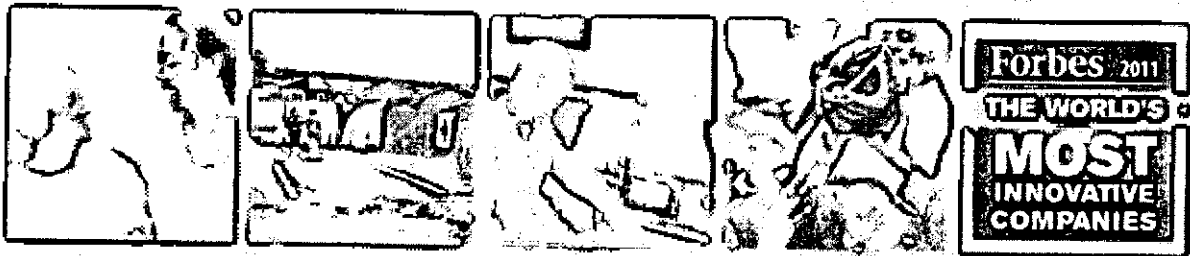
*Susan H Console*  
Signature of Notary

*Susan H Console*  
Signature of Notary

Seal

Seal





# CORPORATE Responsibility & COMMUNITY Commitment



Fresenius Medical Care





# CREATING A FUTURE WORTH LIVING



*For people. Worldwide. Every day. More than three decades of experience in dialysis, innovative research, the global leader in dialysis services and products—that is Fresenius Medical Care.*

*Patients with kidney disease can now look ahead with much more confidence thanks to our innovative technologies and treatment concepts. We give them a future, one that offers them the best possible quality of life.*

*As a vertically integrated company, we cover the entire dialysis value chain. We use the increasing demand for modern dialysis methods to our advantage and work consistently to enhance the Company's growth. Our focus is on consistently implementing strategies that enable us to uphold and expand our technological leadership.*

*We take the highest medical standards as our benchmark. This is our commitment to our patients, our partners in the healthcare system and our investors, who trust in the reliable performance and the future of Fresenius Medical Care.*

FRESENIUS MEDICAL CARE NORTH AMERICA

# A PRIMER FOR YOUR KIDNEYS

## **KIDNEY DISEASE & DIALYSIS**

*Kidneys play an important role in your body. They rid the body of wastes and fluid by filtering them out of your blood. They make hormones that help produce red blood cells, control blood pressure and activate Vitamin D to keep our bones healthy.*



## WHAT HAPPENS WHEN KIDNEYS FAIL?

When kidneys stop working, fluid and wastes build up in the body and make you feel sick. It also becomes harder for your body to make red blood cells, control your blood pressure, and keep your bones healthy.

There are two kinds of kidney failure, acute and chronic. Acute kidney failure may be reversed when the source of the problem is found and treated. People with acute kidney failure may go on dialysis for a short time until their kidneys heal. Chronic Kidney Disease (CKD; also called Chronic Kidney Failure) is a progressive disease. There are five stages of CKD. Some patients with CKD may be watched by their doctors for years before they reach End Stage Renal Disease (ESRD), when dialysis or a transplant is needed to help replace lost kidney function. Other patients will get to this stage in just months or weeks.

## WHAT ARE THE SIGNS OF KIDNEY DISEASE?

Knowing what to look for may help you and your doctor find out if you have kidney disease early. Finding out early is important because often, with lifestyle changes and medications you may be able to slow down the disease and stay healthy longer.

Some signs of kidney disease are:

- Changes in urination—Urine that is foamy or bubbly, red or pink (contains blood), more or less than your usual amount, or getting up at night to urinate
- Swelling of face and/or feet
- Feeling more tired than usual
- Nausea/vomiting
- Headache, feeling dizzy, having trouble thinking clearly
- Severe itching
- Shortness of breath
- Loss of appetite
- High blood pressure

If you think you have any of these symptoms, talk to your doctor.

## HOW IS KIDNEY DISEASE DIAGNOSED?

If your doctor thinks that you may have CKD, he or she might do some or all of these tests to measure how well your kidneys work:

- Test for protein in your urine
- Blood pressure, to see if it's high
- Blood test to measure your creatinine

The doctor will use your creatinine level along with other information to calculate your GFR (glomerular filtration rate). The GFR helps your doctor determine how well your kidneys are cleaning your blood and diagnose CKD.

## WHAT CAUSES KIDNEY DISEASE?

The two most common causes of kidney disease are diabetes and high blood pressure. Other causes include:

- Glomerulonephritis (kidney inflammation)
- Arteriosclerosis (hardening of the arteries)
- Blockage of the urinary system; kidney stones or malformation at birth
- Toxins
- Polycystic kidney disease
- Infection
- Trauma (injury)

## HOW CAN KIDNEY DISEASE BE PREVENTED?

If you have diabetes or high blood pressure, be sure to see your doctor regularly. Keeping your blood sugar and blood pressure under control may help to prevent kidney disease. Also, keep your doctor and healthcare team informed of any changes in your health and follow all medication and diet changes given to you by your doctor. Diagnosing and treating kidney disease early is important to slowing down the disease progression. Finally, take an active role in your healthcare. Educate yourself about kidney disease and its treatments so you know what to look for.

## WHAT IS DIALYSIS?

Dialysis is a mechanical filtering process that cleans waste products out of your blood, removes extra fluid and controls your body chemistry if your kidneys fail. There are two main kinds of dialysis: hemodialysis and peritoneal dialysis.

## HEMODIALYSIS

Hemodialysis removes extra fluid and wastes from your body by constantly moving your blood through a filter. The filter, known as a dialyzer or artificial kidney, is used with a dialysis machine. Your blood is removed from your body in small amounts, run through the filter, and then returned. Hemodialysis can be done at home or in a dialysis treatment center. It can be done during the day, or at night while you are sleeping, leaving your days free for other activities. As with any treatment, there are pros and cons to hemodialysis of any type. Thinking about these can help you decide if some type of hemodialysis is right for you.



*Hemodialysis can be done during the day, or at night while you are sleeping, leaving your days free for other activities.*

## PERITONEAL DIALYSIS

Peritoneal dialysis (PD) also filters the blood. But, instead of using an artificial kidney, the thin membrane that lines your abdominal cavity, also known as the peritoneum, is used.

During peritoneal dialysis, you fill your abdomen with dialysate. Because the peritoneum is rich in tiny blood vessels, it continually provides a supply of blood to be cleaned. The extra fluid and wastes in the blood move into the dialysate, which you drain and replace.

There are two main types of peritoneal dialysis: Continuous Ambulatory Peritoneal Dialysis (CAPD) and Continuous Cycling Peritoneal Dialysis (CCDP). Both are done at home and both have pros and cons.





FRESENIUS MEDICAL CARE NORTH AMERICA

# FRESENIUS MEDICAL CARE: A CORPORATE SNAPSHOT

*Fresenius Medical Care is the world's largest integrated provider of products and services for individuals undergoing dialysis because of chronic kidney failure, a condition that affects more than two million individuals worldwide.*

*Fresenius Medical Care is also the world's leading provider of dialysis products such as hemodialysis machines, dialyzers and related disposable products. Fresenius Medical Care is listed on the Frankfurt Stock Exchange (FME, FME3) and the New York Stock Exchange (FMS, FMS/P).*

214,648

PATIENTS WORLDWIDE

2,757

CLINICS WORLDWIDE

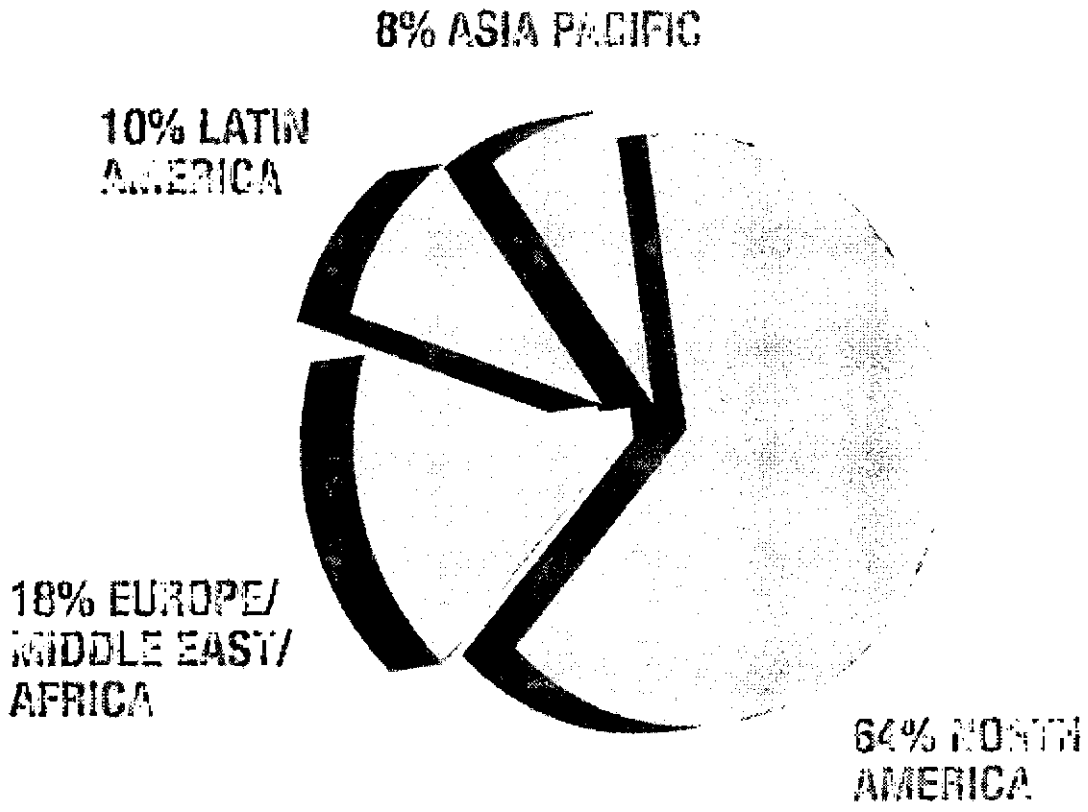
73,452  
EMPLOYEES WORLDWIDE

over 40  
PRODUCTION SITES WORLDWIDE

about 31.7 million  
DIALYSIS TREATMENTS WORLDWIDE



# 214,648 PATIENTS WORLDWIDE:



# 2,757

## CLINICS WORLDWIDE:

	2010	2009	Change
North America	1,823	1,755	2%
Europe/Middle East/Africa	499	435	15%
Latin America	193	191	1%
Asia-Pacific	242	143	69%
Total	2,757	2,524	8%

# 2.029 M

## DIALYSIS SERVICES WORLDWIDE (2010)

Fresenius Medical Care - North America	137,689
Fresenius Medical Care - Europe	38,061
Fresenius Medical Care - Asia Pacific	16,427
Fresenius Medical Care - Latin America	22,471

# ADVANCING RENAL THERAPY:

## DIALYSIS SERVICES & PRODUCTS SINCE 1968

Fresenius Medical Care is the global leader in renal health care, but we don't rest on our laurels. Our mission is to create innovative products and deliver optimal services and care that set the standard in kidney dialysis. Ours is the largest network of dialysis clinics across the United States and worldwide. We're committed to providing patients and their

families with the highest quality of care and the best support services.

As the leading manufacturing of dialysis products for use in hemodialysis and peritoneal dialysis, such as machines, cyclers, dialyzers, solutions and related products, including pharmaceuticals... we drive advancements and more options in patient care for medical profes-

sionals. We maintain one of America's largest troves of data and research related to renal care; and our vast clinical responsibility demands that we stay the forefront of emerging treatments and services.



## QUALITY OF CARE & PATIENT SAFETY

### 1968:

National Medical Care opens first out-of-hospital dialysis facility in Melrose House, Melrose, Massachusetts.

### 1970:

National Medical Care operates first out-of-hospital dialysis facility central delivery system at The Kidney Center in Brookline, Massachusetts.

### 1996:

Fresenius Medical Care AG of Germany acquires National Medical Care, creating Fresenius Medical Care North America (FMCNA). The vertically integrated company becomes the nation's largest network of dialysis centers and the leading manufacturer of dialysis products. Ben Lipps is named chief executive officer and president.

### 1996:

In partnership with leading nephrologists, FMCNA establishes Renaissance Health Care Inc., a specialty managed care company. Unique knowledge of end stage renal disease clinical practice and medical management allows for cost containment while improving the quality of care for patients.

### 1997:

FMCNA introduces the Code of Ethics and Business Conduct, and initiates mandatory business practices and compliance training company-wide. The training focuses on company values, commitment to compliance, and the Employee Action Line, patient privacy and security.

### 1997:

FMCNA is the first large dialysis provider to develop and formally employ Continuous Quality Improvement in its care of patients.

### 1998:

FMCNA establishes a new peritoneal dialysis (PD) services initiative, focusing on widening the use and availability of this treatment under Dr. Jose Diaz-Buxo, M.D., a nationally recognized leader in PD.

### 1999:

FMCNA is the first provider to use information from its clinical database to identify and resolve a critical patient care safety issue—detecting frequent disconnects of Central Venous Catheters to blood lines.

### 2003:

FMCNA launched its Advanced Renal Education Program, developed to assist nephrologists and professional dialysis staff in improving clinical outcomes and standards of practice.

### 2003:

Fresenius Medical Services announces the successful implementation of UltraCare<sup>®</sup>, its unique program that combines tools, policies and resources to provide

## UltraCare<sup>®</sup>

differentiated care to all FMCNA patients. UltraCare represents an organizational culture committed to delivering excellent care to patients through innovative methods, the latest technology and a focus on customer service.

### 2004:

No reuse of dialyzers is fully implemented at all FMCNA clinics, avoiding formaldehyde exposure to patients and the possibility of using an incorrect dialyzer.

### 2004:

Fresenius Medical Care introduces success@home<sup>®</sup>, a comprehensive peritoneal dialysis educational support program for clinicians and patients.



## 2010:

Fresenius Medical Care Renal Pharmaceuticals is established to provide a range of drugs for treating patients with chronic and acute renal failure. Venofer<sup>®</sup> is used to treat 'iron-poor' blood in kidney disease patients. PhosLo<sup>®</sup> is a phosphate binder that helps prevent phosphate in the stomach and intestines from being absorbed into the body.

## 2011:

FMCNA's Patient Safety Organization gains official certification by the secretary of the U.S. Department of Health and Human Services for collecting, analyzing and preventing patient safety problems. The recognition is a first in the dialysis industry.

## RESEARCH & INNOVATION

### 1966:

The first hollow-fiber dialyzers create decisive advances in the quality of treatment. The present chairman of the Management Board of Fresenius Medical Care, Dr. Ben Lipps, was an active contributor to these advances.

### 1984:

National Medical Care establishes the first dialysis patient database for collection, study, and analysis of patient data.

### 1999:

FMCNA introduces the On-Line Clearance Monitor, a device that allows staff to more closely monitor adequacy of therapy and immediately make adjustments.

### 1997:

In a joint venture with Beth Israel Medical Center in New York, FMCNA establishes the Renal Research Institute, formed to combine the latest dialysis technology and research to advance end stage renal disease medical care, making it the first collaboration among a group of dialysis centers providing large scale patient samples. The partnership combines optimal treatment for patients with outcome and technology research.

## 2000:

The Laboratory Services Division introduces automation of laboratory systems at the clinic level with Visual LabWorks, a remote order entry system for laboratory test ordering.

## 2000:

FMCNA introduces the 2008K hemodialysis machine. The overwhelming market acceptance resulted in all machines manufactured being sold before year-end.

## 2000:

FMCNA establishes Spectra Renal Research, providing clinical trial services for pharmaceutical, CRO, medical device and biotechnology industries.

## 2000:

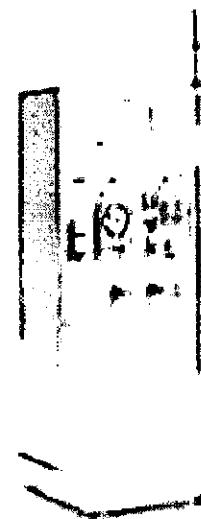
FMCNA introduces Premier Plus<sup>™</sup> Double Bag for CAPD patients. The incorporated Safe-Lock Connectology and Snap disconnect features result in fewer connections for the patient and a commensurate lower risk of infection.

## 2000:

FMCNA introduces a compliance tracking system to its automated peritoneal dialysis (APD) system, the Freedom<sup>™</sup> Cyclor PD+. The IOcard<sup>™</sup> system allows the cyclor to record patient treatment information on a small credit-card sized card.

## 2001:

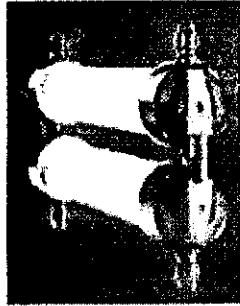
FMCNA introduces the Optiflux<sup>®</sup> dialyzer family with superior small and large molecular weight solute clearances for improved clearance rates and outstanding biocompatibility.



The 2008K

## 2001:

Fresenius Medical Care and Xitron Technologies Inc., develop a non-invasive process to reliably determine the dry weight of dialysis patients, helping to considerably improve the quality and expectation of life for people with end stage renal disease.



Optiflux Dialyzers

## 2004:

Fresenius Medical Care introduces stay•safe®, a new generation in peritoneal dialysis (PD) connectology that helps ensure patient safety by automatically closing the PD system.

## 2004:

Fresenius Medical Care North America announces the completion of a comprehensive, multi-year dialysis products agreement with Dialysis Clinics, Inc. (DCI).

## 2005:

Fresenius Medical Care acquires Renal Care Group, Inc., further solidifying the company's position as the world's leader in dialysis services and products.

## 2008:

Fresenius Medical Care launches its Liberty Cyclor home dialysis technology for automated peritoneal dialysis combining advanced pumping technology with ease of use for patients.

## 2010:

Fresenius Medical Care introduces the 2008T dialysis machine. It combines the company's most advanced hemodialysis delivery system with Clinical Data Exchange (CDX) to provide caregivers, for the first time, chairside access to both dialysis treatment and medical information system data. This improves the treatment session by giving caregivers the ability to facilitate real-time adjustments to therapy and care plans.

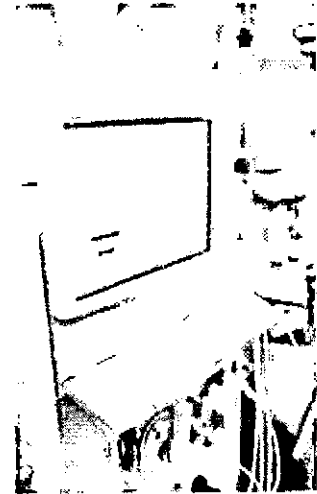
## 2011:

The company's first New Drug Application is approved by the FDA, Phoslyra, an orally available formulation of

Phoslo. It broadens options for physicians and dialysis patients to reduce phosphate levels in late stage kidney disease.

## 2011:

Fresenius Medical Care is certified as the first Patient Safety Organization (PSO) in the dialysis industry by the Secretary U.S. Department of Health and Human Services with the objective of furthering the mission of continuously improving patient safety and health care quality. The purpose of a PSO is to establish a framework by which doctors and other health care providers may voluntarily report information to PSOs, on a privileged and confidential basis, to collect and analyze patient safety events.



The 2008T

## 2011:

The U.S. Food and Drug Administration clears the 2008K@Home dialysis for marketing to home dialysis patients.



The 2008K@home

# ADVANCING RENAL THERAPY: INTEGRATED CARE

Results from a project Fresenius Medical Care undertook with the Centers for Medicaid and Medicare Services (CMS) called the End Stage Renal Disease (ESRD) Disease Management Demonstration Project were presented by the independent evaluation contractor, Arbor Research Collaborative for Health, in a series of scientific abstracts and a comprehensive evaluation report. The ESRD DM Demonstration Project is a five-year demonstration project (2006 to 2010) conducted by CMS which the impact of expanded integrated care approaches applied to the Medicare ESRD patient population.

Our main objective in the ESRD DM Demonstration Project was to create a model of care that was patient-centered, one that could improve comprehensive patient quality outcomes of improved survival and reduced hospitalization. Fresenius Medical Care's focus in the ESRD DM Demonstration Project was much broader than improvement of dialysis outcomes, although that result was accomplished in this project as well.



The Fresenius Health Partners program provided a whole-person care approach utilizing an integrated care "health home" concept that actively expanded the management of the various co-morbidities such as congestive heart failure, cardiac disease, nutritional status, infection risks, vascular access and psychosocial needs that impact kidney patients. The program achieved this expanded patient care by adding personal nurse care managers to work with patients and their providers on these non-dialysis focus areas and by deploying a unique home telehealth monitoring device technology (KidneyTel<sup>®</sup>) and care plan pathways platform, which provided interactive daily contact with patients to collect symptomatic and biometric data, and provide support, education and coordination to patients and their providers. A sample of the results obtained:

- A significantly lower percentage of patients in the FMC program were hospitalized for the first time by one year and two years.
- A significantly lower percentage of patients in the FMC program were hospitalized for cardiovascular disease for the first time by one year and two years.
- A significantly larger percentage of patients in the FMC program survived to the one year and two year time points.
- FMC program experienced estimated savings relative to FFS Medicare based on differences in service utilization throughout all three years of the Demonstration evaluation, with the magnitude of the savings appearing to increase over time.
- FMC Oral Nutritional Supplement program was associated with significantly reduced mortality at one year.
- Significantly higher percentage of patients in the FMC program were wait-listed for transplant.
- FMC achieved greater than 95% of the targeted dialysis Clinical Practice Measures for the Demonstration Project.
- High satisfaction was observed among patients who remained in the FMC program.

## PATIENT SURVIVAL & HOSPITALIZATION

The Fresenius Health Partners Program Achieved Improvement in Patient Mortality and Hospitalization Outcomes for the 2006 to 2008 Evaluation Period:

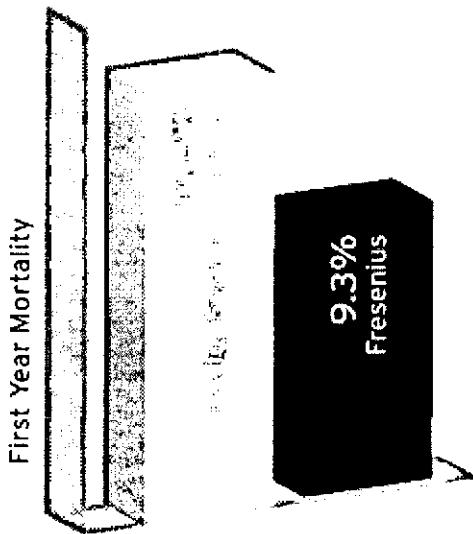
- One Year Mortality (36% reduction)
- Two Year Mortality (24% reduction)
- "All Cause" First Hospitalizations (reduced by 13% for One Year) and (reduced by 20% for Two Year)
- Cardiovascular Disease" First Hospitalizations (reduced by 14% for One Year) and (reduced by 21% for Two Year)

## REDUCING COSTS

The Fresenius Health Partners Program Achieved Improvement (reductions) in Costs and Utilization of Services in the Third year of the Demonstration Project (2008) in the

Following Measures (range of improvement varied by analysis method):

- Hospital Admissions (8% to 12%)
- Hospital Readmissions (11% to 19%)
- Physician Visits (19% to 27%)
- SNF Stays (43% to 49%)
- ER Visits (3% to 4%)
- Cost of Care (5% to 6%)



Source: "Hospitalization, Survival and Transplant-Related Outcomes in CMS ESRD Disease Management Demonstration," Jeffrey Pearson, et al, Arbor Research Collaborative for Health, 2010. Full Independent report at [www.kidneytel.com](http://www.kidneytel.com).



# ADVANCING RENAL THERAPY: **TREATMENT OPTIONS PROGRAM (TOPS)**

Renal care at Fresenius Medical Care starts well before dialysis with our pre-dialysis educational classes Treatment Options Program-TOPs.

Options include in-center dialysis, transplant, home dialysis, patient travel services and non-treatment

TOPs, in its five years since launch...

- Educated 57,000 chronic kidney patients at no charge to them. Family members welcome to participate

- Offered nationwide in a variety of settings including dialysis facilities, libraries, hospitals, community centers

- Peer-reviewed paper published on TOPs participants in June 2011

- Showed a 40-50% lower risk of death during first 90 days of dialysis

- TOPs associated with more home dialysis choices

- TOPs associated with more fistula/graft choices



# ADVANCING RENAL THERAPY: CLINICAL STUDIES

The Clinical Studies Dept. at Fresenius Medical Care facilitates and monitors clinical research in our dialysis facilities.

- Completed more than 50 Phase 3 multi-site sponsored trials
- Completed more than 11 Phase 2 multi-site trials
- In its 11-years of operation, the group now includes 18 clinical research coordinators working with physicians across the U.S.
- Categories of clinical data available for study include general demographics and renal demographics, dialysis prescriptions, dialysis parameters, lab and medication prescriptions and results

■ Database of 600,000 renal patients available for study including:

- 116,000+ active patients
- 500 million lab results
- 130+ million hemodialysis treatments
- 450+ million medication administrations



# ADVANCING RENAL THERAPY: RENAL RESEARCH INSTITUTE

Formed in early 1997 as a joint venture between Fresenius Medical Care and Beth Israel Medical Center, Renal Research Institute is a financial and scientific commitment to better kidney care. It is a collaboration with Beth Israel Medical Center and Fresenius Medical Care to produce measurable results in patient outcomes, building on clinical nephrology and evaluating and applying new technology to enhance the quality of patient care. The institute collaborates among a select group of dialysis facilities with strong ties to academic research institutions. This synergy among designated academic research universities, industry, and dialysis clinics is the first of its kind in the field of kidney disease.

*Key contributions to the body of renal care literature by RRI*

## **The Frequent Hemodialysis Network Trials (2010-2011)**

These are landmark studies—1 published in *NEJM*—on the effects of increasing dialysis frequency from conventional thrice weekly to either 6-times, weekly short in-center dialysis or nocturnal dialysis. RRI played a pivotal role in the design and execution of these trials and is actively involved in the analysis and interpretation of the study results.

## **Calcium kinetic studies; contribution to the dialysate calcium debate (2006-2010)**

RRI has conducted seminal calcium kinetic studies which significantly shaped the discussion about calcium balance and dialysate calcium concentration. RRI has further critically commented on recent guidelines to raise awareness in the nephrology community of the importance of calcium mass balance quantification. Additional publications with pivotal calcium kinetic data are underway.

## **Calcium kinetic studies; contribution to the dialysate calcium debate (2006-2010)**

RRI conducted seminal calcium kinetic studies significantly shaping the discussion about calcium balance and dialysate calcium concentration. RRI has further critically commented on recent guidelines to raise awareness in the nephrology community of the importance of calcium mass balance quantification. Additional publications with pivotal calcium kinetic data are underway.

## **Events before death (2009-ongoing)**

RRI is pioneering a novel methodological approach to look at risk predictors of death in dialysis patients: a look backwards in time, starting from the date of death to provide a powerful way of characterizing common patterns in the evolution of key clinical and laboratory parameters prior to death. The ultimate goal of this project is to develop an alarm system to draw clinicians' attention to high-risk patients that deserve special attention. RRI is leading an unprecedented worldwide collaboration to this end, spanning six continents and more than 30 countries. The results of this ongoing project will have a major impact on the field of dialysis.

# OUR COMMUNITY COMMITMENT: **A STEWARD OF THE ENVIRONMENT AND A SAFE WORKPLACE**

- We recently revised a carbon tank backwashing system allowing us to sterilize water in dialysis clinics but save 300 million gallons of water,
- To reduce electrical consumption, heat exchangers are now used to transfer reverse osmosis-concentrate heat into the hot-water heaters allowing a typical 16-patient-station dialysis clinic to recover about 75% of wasted heat across our 1,850 U.S. clinics
- Since 1999, the company's been recognized by CNA for its national leadership and outstanding employee safety, health and risk management track record in earning its National Safety Award



# OUR COMMUNITY COMMITMENT: **VOLUNTEERISM**

*We volunteer because that is who we are; we are the fabric of our communities.*

The South Greensboro, North Carolina Fresenius Medical Care Education Department provided area secondary institutions Page High School and Weaver Academy Allied Health Students with the opportunity to participate in a hemodialysis clinical experience. The students were shown an overview of hemodialysis, an opportunity to participate in an observation on a treatment floor of the dialysis process, interactions with health care professionals and an opportunity to view our Fresenius Treatment Options DVD. The students and instructors

voiced positive feedback in learning about patient care and medicine as a career choice, renal dialysis as a treatment modality and as an important medical option for patients with kidney failure.

Amy French, BSN, CNN presented a talk entitled "The Career Path of a Nephrology Nurse" to a group of high school students at the Prosser School of Technology in New Albany, INDIANA. Part of a career decision class which was made up of students wishing to pursue a career in the medical field, it was opportunity to introduce students, just beginning their career paths, to the exciting and rewarding world of nephrology nursing.



Fresenius Medical Care employees from the Greater Anderson, South Carolina area participated in the Habitat for Humanity. Pictured from left are Estella Hill, Home Therapy Nurse; Molly Costa, Home Therapy Program Manager; Cassandra Pinkston, Home Therapy Nurse; Maggie Frazier, Home Therapy Nurse and Pam Pyeatt, Home Therapy Nurse. Not pictured are Patsy Gaston and Elaine Fields.



Fresenius Medical Care facilities in the Houston area rallied staff members together to collect more than 1,000 cans of food for the Houston Food Bank. From left are Faith McBride, Assistant to Regional Vice President Mark Delahunty; Jesse Moya, Technical Supervisor, Houston Acute Program, and Anne Blue, Patient Services Specialist, Houston Region.

FRESENIUS MEDICAL CARE NORTH AMERICA



Staff from two clinics in the Vancouver, WA area participated in an NKF Kidney Walk in Portland, OR. The "Fort Vancouver Kidney Crusaders" created tee-shirts and spent a very enjoyable day walking for a good cause. From left, (front row) employee family member Charles Frayer, PCT Melissa Vega, employee family members Ayden Vega and Dakota Roller, patient Suzanne Lam, Lisa Schaefer R.N., Jeannie Roberts R.N. and Lewis the dog; (back row) PCT Scott Ryan, employee family members Klana, Kole, and Lori Ryan, RCIT/PCT Darci Roller, employee family member Anna Roller, PCT Sherrie Neff, Erica Wheatley R.N., Joan Blatt R.N., employee family member Dave Leon, patient family member Joe Bertrand, Jill Walker R.N., PCT Michelle Boston and PCT Jenni Frayer.

During a medical mission to earthquake ravaged Haiti, North Alabama Region's Ann Pridgen RN CDN volunteered among a team of medical professionals seeing hundreds of desperate people. Among the many things she participated in: The team set-up a medical mobile clinic on a Saturday that was advertised by loud-speaker in the streets, and saw 138 patients in just 4 hours. We assisted with English lessons in the church one evening, and over 200 attended. Haitians are very anxious to learn English, as they are required to speak English to get a job. One young boy asked me to sit with him and write every word that I had said. Ann drew pictures and repeated the English words, since she could not translate the English into Creole.



**Ann Pridgen RN CDN volunteering in Haiti**

Ana Perryman, BSN, an Educational Coordinator for Fresenius Medical Care North Florida organized a community educational program in recognition of World Kidney Day. The location was her local farmer's market where individuals older than 45 years old participated in glucose and blood pressure screenings, as well as, a short health questionnaire identifying possible risks for kidney failure. She presented findings to the local chapter of the American Nephrology Nurses Association chapter members and new hires Fresenius Medical Care orientation.

- Our 400 nurse educators are certified to train professional clinical staff across Fresenius Medical Care to meet quality goals, ensure compliance with regulatory standards and the latest advances in patient care.
- Nurse educator personnel are volunteers and national leaders in kidney care and education benefitting the entire renal community.



**Shad Ireland (middle), Fresenius Medical Care spokesperson, patient and Ironman triathlete, joined fellow Fresenius Medical Care staff members Joan MacWilliam and Heather Curry at the Alabama Kidney Foundation Walk.**



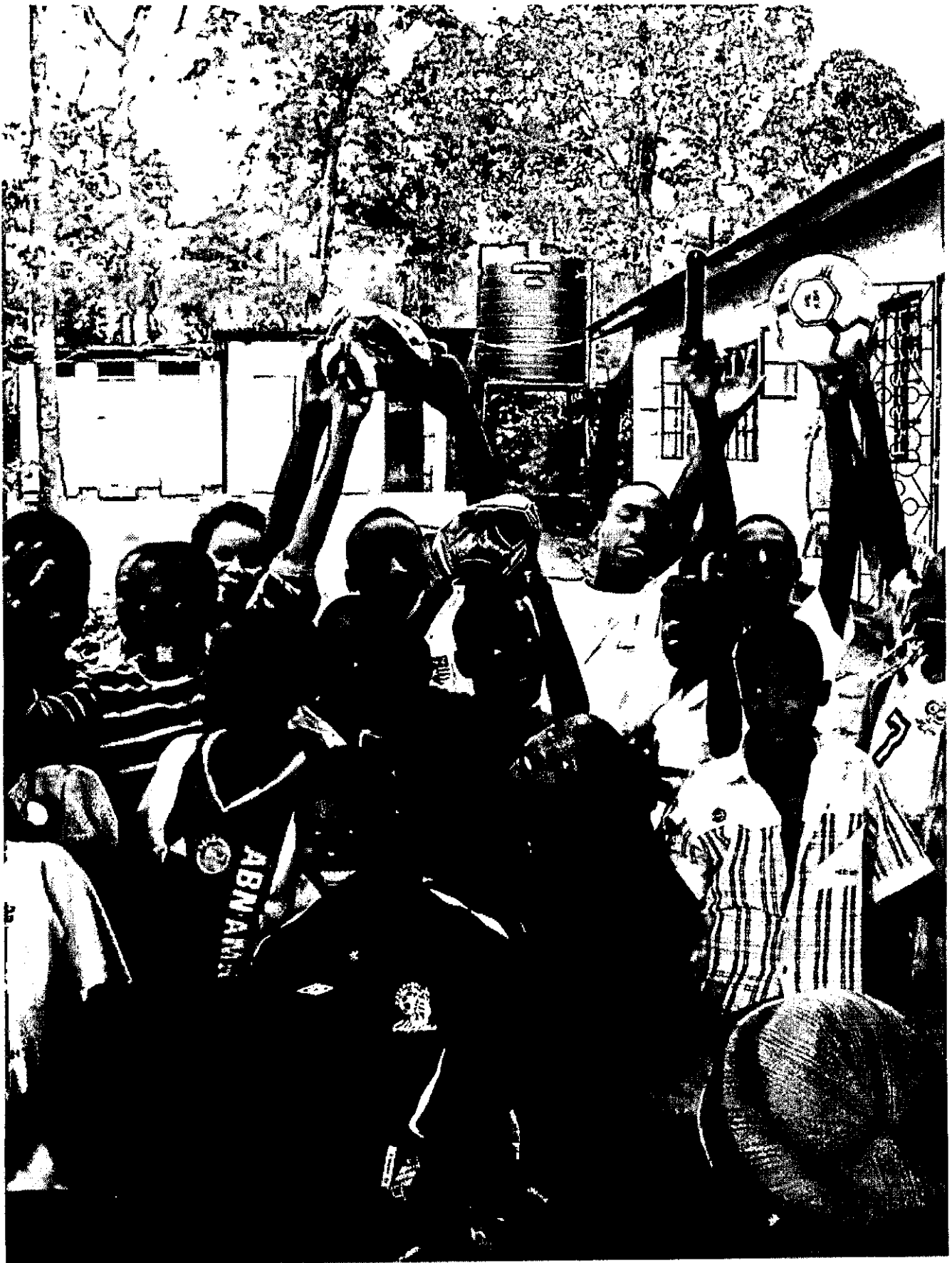
# OUR COMMUNITY COMMITMENT: **GLOBAL OUTREACH**

Renal Research Institute, and the Sustainable Kidney Care Foundation with Fresenius Medical Care, Germany were among the co-sponsors of a 2011 conference in Moshi, Tanzania where medical professionals examined the burden of kidney disease with particular focus on treating children and women of childbearing age in developing countries of sub-Saharan Africa, goals consistent with the United Nations Millennium Development Goals 2015 project. Participants included medical professionals from Tanzania, Malawi, Uganda, Kenya, Democratic Republic of Congo with global nephrology opinion leaders. They covered acute kidney injury, peritoneal dialysis, renal

replacement therapy, chronic kidney disease management, and managing specific kidney diseases.

Formed in early 1997 as a joint venture between Fresenius Medical Care and Beth Israel Medical Center, Renal Research Institute is an administratively distinct institution. The institute is a collaborative effort among a selected group of dialysis facilities with strong ties to academic research institutions. This synergy among designated academic research universities, industry, and dialysis clinics is the first of its kind in the field of kidney disease.





# OUR COMMUNITY COMMITMENT: EMERGENCY & DISASTER PREPAREDNESS

Our award-winning disaster/emergency preparedness teams ensure the continuity of our life-saving dialysis operations during major disaster/emergencies

- Winner International Association of Emergency Managers Business Preparedness Award in 2010
- Kidney Community Emergency Response Coalition leader
- Boosting disaster/emergency preparedness awareness and training for all our patients
- Disaster preparedness training for all employees
- Availability of a dedicated fully staffed 24-hr disaster hot-line that will locate the nearest open facility for any dialysis patient nationwide impacted during a disaster



## HOW PREPARED ARE WE?

- Performed more than 1,000 treatments on non-FMCNA pts. following Hurricane Katrina
- Airlifted 50,000 lbs of urgently needed dialysis supplies to support disaster relief in the immediate aftermath of the Haiti earthquake
- Own and operate 4 large mobile generator trucks to respond to power disruptions during emergencies
- Distributed over 600 personal generators to staff across the country during various storms and emergencies
- By bringing our clinics on-line immediately after a disaster we reduce surge of dialysis patients to nearby hospitals, reducing the strain on the healthcare system



# OUR COMMUNITY COMMITMENT: **CONTRIBUTIONS**

## **NATIONAL KIDNEY FOUNDATION**

- Support at over \$250,000 in ongoing partnerships across the U.S. for public health education and research
- Recently co-produced a 6-minute film "Dialysis Saves Lives"—a social network viral sensation in the renal community. The aim was to help patients understand what's involved and demonstrate that dialysis can be both life-saving and life-enhancing. "Dialysis Saves Lives," focuses on four patients, ages 9-70, who share their experiences on camera. Viewers can follow the patients' initial fear at being diagnosed, treatment routines and ultimate realization that they can still lead normal, productive lives.  
<http://youtu.be/NHS0oyHR4vI>

## **RENAL SUPPORT NETWORK**

- Support at \$150,000 to advance their missions help patients develop their personal coping skills, special talents, and employability by educating and empowering them (and their family members) to take control of the course and management of the disease—to live a joyful life in spite of disease
- employees and patients who need immediate accommodation following major disasters

# FMCNA NAMED AMONG THE WORLD'S **MOST INNOVATIVE COMPANIES**

Fresenius Medical Care is proud to have been named among the World's Most Innovative Companies in the August 8, 2011 cover story edition of Forbes. Of 100 companies, Fresenius Medical Care ranked 51. The list is based on an 8-year study by Harvard Business School Professor Clayton M. Christensen, along with colleagues Professors Jeff Dyer of Brigham Young University and Hal B. Gegeresen of INSEAD. They identified company cultures of the most innovative companies in the world where there was constant:

- Questioning, allowing innovators to challenge the status quo and consider new possibilities;
- Observing helping innovators detect small details—in the activities of customers, suppliers and other companies—that suggest new ways of doing things;

- Networking permitting innovators to gain radically different perspectives from individuals with diverse backgrounds;

- Experimenting prompting innovators to relentlessly try out new experiences, take things apart and test new ideas;

- Associational thinking—drawing connections among questions, problems or ideas from unrelated fields—triggered by questioning, observing, networking and experimenting and is the catalyst for creative ideas.



**CORPORATE**  
Responsibility  
&  
**COMMUNITY**  
Commitment



**Fresenius Medical Care**

***The World Leader in Renal Therapy***

**Fresenius Medical Care North America  
920 Winter Street  
Waltham, MA 02451  
781-699-9000  
[www.fmcna.com](http://www.fmcna.com)**

### **Criterion 1110.230 – Purpose of Project**

This project is being accomplished to serve a growing minority population residing in East Aurora that is generally economically challenged and experiences a high incidence of End Stage Renal Disease (ESRD). The facility will be located in an area of heavily utilized facilities which is a Federally Designated Medically Underserved Area (MUA). This MUA of Aurora is situated in HSA 8, which is comprised of Lake, Kane, Kendall and McHenry Counties, however the city itself is situated in the far southeast corner of the HSA. It is closely bounded by DuPage County (HSA 7) and Kendall County (HSA 9). Due to its proximity it will be able to serve residents of all three HSAs.

The town of Aurora is 41% Hispanic and 10% African American. These populations are twice as likely to develop diabetes and/or high blood pressure, which are the main two causes of kidney failure. For this reason clinics within 30 minutes travel time are experiencing ongoing high utilization rates despite the addition of 12 stations within the service area in the past two years. This population is also at an economic and medical disadvantage as evidenced by its MUA listing. 58% of the current patients at the Fresenius Aurora location are minorities (32% Hispanic and 26% African American). 77% of the Aurora patients are covered by Medicare. 10% of the patients are Medicaid insured, 12% have private insurance and 1% are government insured.

This facility is needed for the pre-ESRD patients that Dr. Dodhia has identified from this area who will require dialysis services in the next 1-3 years. Dr. Dodhia and his partner Dr. Fakhruddin refer patients to the existing Fresenius Aurora, Oswego, Sandwich and to Fox Valley Dialysis, which is also in Aurora. Both of the dialysis facilities in Aurora have been operating at high utilizations for many years. Despite the recent addition of 10 stations at Fresenius Aurora, this facility is now only two patients away from operating at 80%. In fact it will only take three more patients in the entire 30 minute travel area, to bring all facilities above 80% utilization.

The goal of Fresenius Medical Care is to keep dialysis access available to this growing minority patient population. There is no direct empirical evidence relating to this project other than that when chronic care patients have adequate access to services, it tends to reduce overall healthcare costs and results in less complications. The Fresenius Aurora facility of which Dr. Dodhia is the medical director has exceptional quality outcomes and the same is expected of the proposed East Aurora facility as listed below:

- o 90% of patients had a URR  $\geq$  65%
- o 94% of patients had a Kt/V  $\geq$  1.2

(Demographic data contained in the application was taken from <http://factfinder2.census.gov/faces/nav/jsf/pages/index.xhtml>. Clinic utilization and ESRD zip code census was received from The Renal Network.)

## Alternatives

### 1) All Alternatives

A. Proposing a project of greater or lesser scope and cost.

Fresenius Medical Care has already proposed and followed through twice in the past two years on alternatives to meet this need that offer lower cost and scope than the establishment of the East Aurora facility. Twice, stations were added to the Fresenius Aurora facility for a combined cost of \$170,071. The only lesser alternative would be to do nothing, however this option was not considered as evidenced by the fact that we are submitting the East Aurora application a second time. The Fresenius Aurora facility is at 78% after adding numerous stations and the overall utilization within 30 minutes travel time is 83% calling for action to plan for the future ESRD population now.

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

The preferred Fresenius model of ownership is for our facilities to be wholly owned, however we do enter into joint ventures on occasion. Fresenius Medical Care always maintains control of the governance, assets and operations of a facility it enters into a joint venture agreement with to ensure financial stability. Our healthy financial position and abundant liquidity indicate that that we have the ability to support the development of additional dialysis centers. Fresenius Medical Care has more than adequate capability to meet all of its expected financial obligations and does not require any additional funds to meet expected project costs.

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

Dr. Dodhia's practice currently admits to other ESRD facilities besides Fresenius Aurora within the 30 minute travel radius. He also refers patients to Fox Valley Aurora and Fresenius Oswego based on the patient's home residence and/or choice. However given the fact that the facilities within 30 minutes are operating at an average utilization of 83%, they can only accommodate 3 more patients before every facility is above 80%. This leaves few facility choices and shift options for new ESRD patients. There is no monetary cost to sending patients to area facilities.

D. The alternative that keeps these growing minority patient's well being at the forefront while planning for the observed growth of kidney disease in a highly Hispanic city is to establish a facility close to where the patients live to make access to treatment attainable and not an obstacle. The cost of this project is \$4,412,440.

## 2) Comparison of Alternatives

	Total Cost	Patient Access	Quality	Financial
Maintain Status Quo	\$0	Loss of clinic options and shift choices for patients as all facilities are near or above 80%. Patients will have to travel out of their health care service area to obtain treatment creating undue hardship.	While patient quality would remain the same at the Fresenius clinics, the patient's quality of life would diminish with increased travel times and expenses.	The only financial implication would be to the patient with increased travel costs.
Pursue Joint Venture	\$4,422,440  60% is \$2,653,464  40% is \$1,768,976	Same as current proposed project, however cost would be divided among Joint Venture members. Costs would be split 60/40 between Fresenius Medical Care and JV partner.	Patient clinical quality would remain above standards just as they are currently at Fresenius Aurora.	No effect on patients  Fresenius Medical Care is capable of meeting its financial obligations and does not require assistance in meeting its financial obligations. If this were to become a JV, Fresenius Medical Care would maintain control of the facility and therefore ultimate financial responsibilities.
Utilize Area Providers	\$0	Loss of access to facilities and schedule choices to meet the patient's daily schedule needs.  Patients may have to travel out of area for treatment.  Would create ripple effect of raising utilization of area providers to or above capacity.	Unavailability to choose treatment schedule shift could cause transportation problems which leads to missed treatments and lower individual patient quality.  Loss of continuity of care which would lead to lower patient outcomes.  Travel hardships for patients.	No financial cost to Fresenius Medical Care  Cost of patient's transportation would increase with higher travel times
Establish Fresenius Medical Care East Aurora	\$4,422,440	Continued access to dialysis treatment as patient numbers have continually grown in the Aurora area and as general population and minority populations continue to grow.  Improved access to favored treatment schedule times.	Patient clinical quality would remain above standards, however individual outcomes and quality of life could improve as patients would have easier access to treatment and less missed treatments	This is an expense to Fresenius Medical Care only and is a minimal cost compared with other CON projects.



**3. Empirical evidence, including quantified outcome data that verifies improved quality of care, as available.**

There is no direct empirical evidence relating to this project other than that when chronic care patients have adequate access to services, it tends to reduce overall healthcare costs and results in less complications. The Fresenius East Aurora facility is expected to have similar quality measures as Fresenius Aurora of which Dr. Dodhia is the Medical Director:

- o 90% of patients had a URR  $\geq$  65%
- o 94% of patients had a Kt/V  $\geq$  1.2

**Criterion 1110.234, Size of Project**

<b>SIZE OF PROJECT</b>				
<b>DEPARTMENT/SERVICE</b>	<b>PROPOSED BGSF/DGSF</b>	<b>STATE STANDARD</b>	<b>DIFFERENCE</b>	<b>MET STANDARD?</b>
ESRD IN-CENTER HEMODIALYSIS	8,500 (12 Stations)	360-520 DGSF	2,260	No

As seen in the chart above, the State Standard for ESRD is between 360-520 DGSF per station. This project is being accomplished in leased space with the interior to be built out by the applicant therefore the standard being applied is expressed in departmental gross square feet. The proposed 8,500 DGSF amounts to 708 DGSF per station and is over the State Standard. The additional space is needed for the home training department and office space.

Fresenius Medical Care also prefers to have extra space available to expand its facilities when future need arises as it frequently has to do. Having the extra space to expand at the forefront is more cost effective than having to build a new facility or relocate one.

**Criterion 1110.234, Project Services Utilization**

<b>UTILIZATION</b>					
	<b>DEPT/SERVICE</b>	<b>HISTORICAL UTILIZATION</b>	<b>PROJECTED UTILIZATION</b>	<b>STATE STANDARD</b>	<b>MET STANDARD?</b>
	IN-CENTER HEMODIALYSIS	N/A Proposed Facility		80%	
<b>YEAR 1</b>	IN-CENTER HEMODIALYSIS		40%	80%	No
<b>YEAR 2</b>	IN-CENTER HEMODIALYSIS		81%	80%	Yes

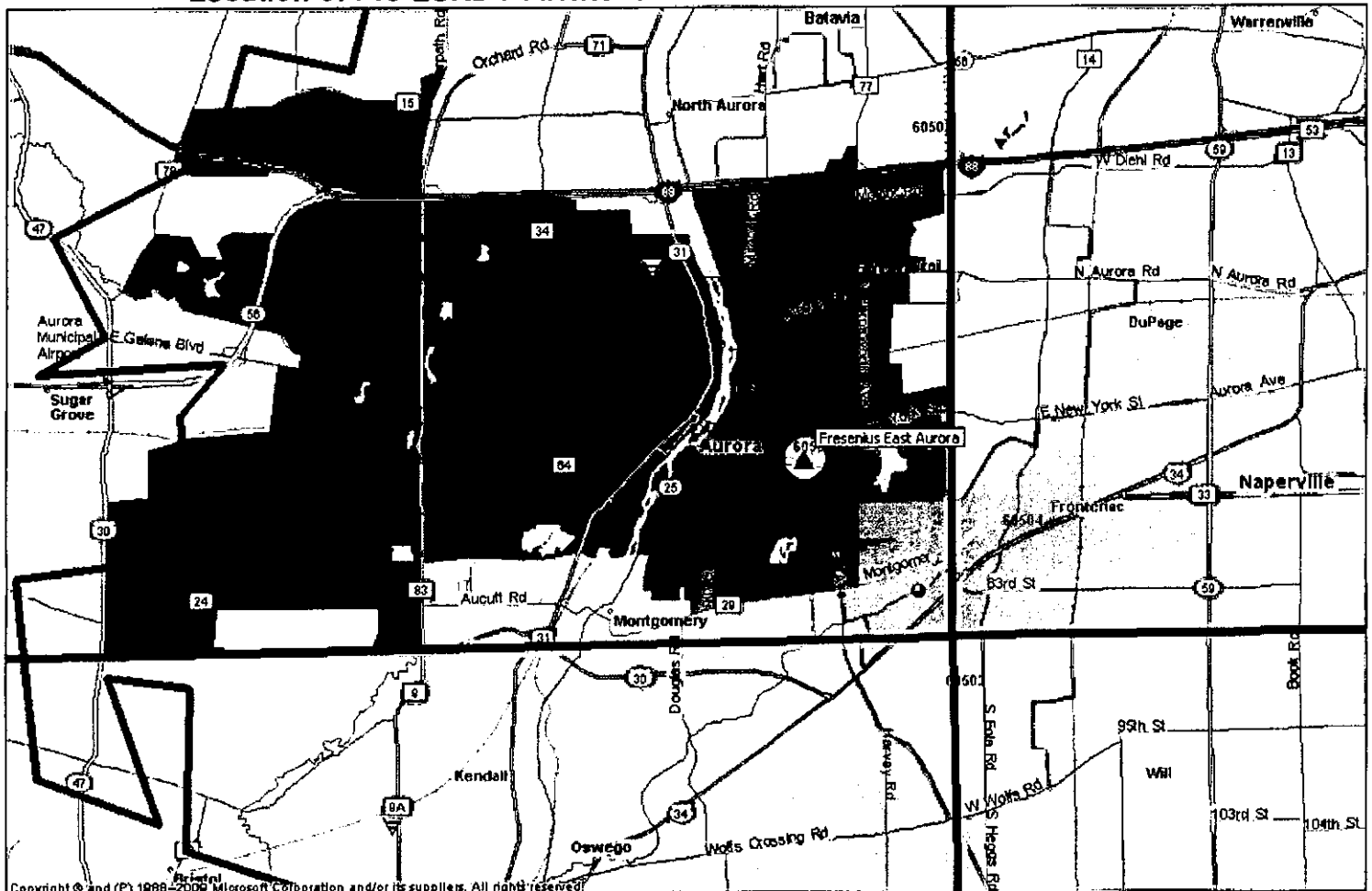
Dr. Dodhia's has identified 83 pre-ESRD patients (a total of 58 after accounting for a 30% patient loss prior to dialysis commencement) in stage 3 & 4 of kidney failure who live in the immediate Aurora area and that are expected to require dialysis services in the first two years after the East Aurora facility begins operations.

**2. Planning Area Need – Service To Planning Area Residents:**

- A. The primary purpose of this project is to provide in-center hemodialysis services in a Federally Designated Medically Underserved Area (MUA) of Aurora in HSA 8. 93% of the patients identified for the East Aurora facility reside in HSA 8.

County	HSA	# Pre-ESRD Patients Who Will Be Referred to Fresenius Medical Care East Aurora
Kane	8	77 Pts. 93%
DuPage	7	6 Pts. 7%

**Location of Pre-ESRD Patients for Fresenius Medical Care East Aurora**



*West Aurora*  
1870 West Galena Boulevard  
Aurora, Illinois 60506  
630-859-6700  
www.dreyermed.com

**Dreyer Medical Clinic**  
 **Advocate**

December 14, 2011

Ms. Courtney Avery  
Administrator  
Illinois Health Facilities & Services Review Board  
525 W. Jefferson St., 2<sup>nd</sup> Floor  
Springfield, IL 62761

Dear Ms. Avery:

I am a nephrologist practicing in the far west suburbs in the Aurora area along with my partner Dr. Fakhruddin. I am the Medical Director of the Fresenius Aurora Dialysis Center and the Fresenius West Batavia Dialysis Center. My partner Dr. Fakhruddin is the Medical Director of the Fresenius Oswego and Fresenius Sandwich dialysis facilities. I am writing in support of the Fresenius Medical Care East Aurora dialysis facility. I have seen significant continual growth of the ESRD population in Aurora in the 20 years that I have been practicing nephrology here and have been affiliated with the current Aurora facility.

Aurora has a large Hispanic and African American population. This is reflected in the demographics of the current Fresenius Aurora dialysis facility. 33% of the hemodialysis patients there are Hispanic and 26% are African American. The majority of patients in this demographic group reside in the immediate area of where the East Aurora facility will be located. I feel it is necessary to provide for this growing population that experiences a risk of diabetes and hypertension (the two main causes of kidney failure) that is twice as high as the general population. Establishing the facility near where the patients live will improve their access to dialysis services.

My practice was treating 133 hemodialysis patients at the end of 2008, 135 patients at the end of 2009 and 153 patients at the end of 2010, as reported to The Renal Network. The practice patient census for the most recent quarter was 157. Over the past twelve months, we have referred 69 new patients for dialysis services to Fresenius Aurora, Fresenius Oswego and to Fresenius Sandwich (this does not include any patients who have transferred in). I have a total of 419 chronic kidney disease patients currently in my practice. Of these there are 83 that will likely be referred to the East Aurora facility in the first two years after project completion. (While these are chronic kidney disease patients I currently see in my office, it is expected that approximately 30% will not make it to dialysis due to death or transferring out of area.) This does not include those patients that present in the emergency department in renal failure who have had no prior kidney disease treatment.


Batavia Fox Valley Villages Hinckley Mercy Campus Oswego Plainfield  
Rush-Copley Campus St. Charles West Aurora West Downer Place Yorkville

Dreyer Medical Clinic is an affiliate of Advocate Health Care

Physician Referrals

**ATTACHMENT 26b - 3**

West Aurora  
1870 West Galena Boulevard  
Aurora, Illinois 60506  
630-859-6700  
www.dreyermed.com

**Dreyer Medical Clinic**  
 **Advocate**

I respectfully ask the Board to approve the East Aurora dialysis facility to provide for the continued growth of ESRD in this underserved area of Aurora. Thank you for your consideration.

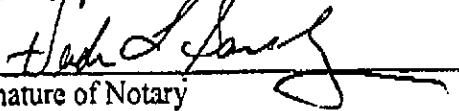
I attest that to the best of my knowledge, all the information contained in this letter is true and correct and that the projected patient referrals listed in this document have not been used to support any other pending or approved CON application.

Sincerely,

  
\_\_\_\_\_  
Navinchandra Dodhia, M.D.

Notarization:

Subscribed and sworn to before me  
this 14 day of December, 2011

  
\_\_\_\_\_  
Signature of Notary

Seal



**Pre-ESRD PATIENTS OF DR. DODHIA'S PRACTICE THAT WILL LIKELY BE  
REFERRED TO THE EAST AURORA FACILITY**

Zip Code	Initials
60503	MH
60506	JP
60506	RN
60505	HC
60506	DL
60505	EB
60506	DD
60504	TM
60506	JR
60506	CE
60505	AO
60505	EW
60506	ZA
60505	TR
60506	BG
60506	MH
60504	JM
60506	LS
60506	CH
60506	TH
60506	KD
60506	DV
60506	FF
60505	NR
60502	CJ
60506	PR
60506	DT
60505	MJ
60505	FN
60504	JB
60506	MM
60502	WM
60506	LW
60506	MR
60505	FD
60506	DG
60505	RR
60506	LJ
60505	EV
60504	HK
60505	NC

Zip Code	Initials
60505	BF
60505	JM
60506	WM
60506	EC
60504	TN
60504	AC
60506	WJ
60506	AG
60505	FB
60506	CF
60505	RC
60506	EK
60506	MR
60505	NA
60506	JT
60504	SS
60506	MS
60505	JS
60505	MN
60505	GR
60505	RL
60504	FF
60506	HO
60506	JG
60505	GG
60505	AO
60506	GL
60506	HK
60505	EL
60506	GH
60506	DM
60506	EL
60506	JS
60503	MH
60506	ML
60506	OH
60506	EB
60505	DV
60506	ML
60506	JJ
60505	MM
60506	GT

**SUMMARY**

Zip Code	Patients
60502	2
60503	2
60504	8
60505	26
60506	45
Total	83

**NEW REFERRALS OF DR. DODHIA'S PRACTICE FOR TIME PERIOD**  
**12/01/2010 THROUGH 11/30/2011**

Zip Code	Fresenius Medical Care			Total
	Aurora	Oswego	Sandwich	
60134	1			1
60174		1		1
60435		1		1
60446		1		1
60504		2		2
60505	7	1		8
60506	16	5		21
60518			1	1
60520			1	1
60538		7		7
60540	1			1
60542	5			5
60543	1	4		5
60544		1		1
60545			1	1
60548			1	1
60550			1	1
60551			1	1
60552			2	2
60554	1			1
60560	1	1	1	3
60565			1	1
60586		2		2
<b>Total</b>	<b>33</b>	<b>26</b>	<b>10</b>	<b>69</b>



**PATIENTS OF DR. DODHIA'S PRACTICE AT YEAR END 2008**

Zip Code	Fresenius		Fox Valley	Total
	Aurora	Oswego		
60042	1			1
60119	1			1
60120	1			1
60174	2			2
60177	1			1
60503		1		1
60504	1	2	4	7
60505	25	3	1	29
60506	30	3	1	34
60510	3			3
60512		1		1
60538	1	4		5
60540	1			1
60542	6	2		8
60543	2	8	3	13
60545		2		2
60548		5	1	6
60554	3			3
60560		9	2	11
60586		1		1
60605	1			1
60644		1		1
<b>Total</b>	<b>79</b>	<b>42</b>	<b>12</b>	<b>133</b>

**PATIENTS OF DR. DODHIA'S PRACTICE AT YEAR END 2009**

Zip Code	Fresenius Medical Care			Fox Valley	Total
	Aurora	Oswego	Sandwich		
60120	1				1
60174	1				1
60177	1				1
60446		1			1
60447		1			1
60503	1				1
60504	3	1		3	7
60505	29	6		1	36
60506	22	5		1	28
60538	3	6			9
60541			1		1
60542	8	1			9
60543		6		3	9
60545		2	2		4
60548		1	5		6
60551			1		1
60552			1		1
60554	3				3
60560		11		1	12
60644		1			1
61378			1		1
62701			1		1
<b>Total</b>	<b>72</b>	<b>42</b>	<b>12</b>	<b>9</b>	<b>135</b>

**PATIENTS OF DR. DODHIA'S PRACTICE AT YEAR END 2010**

Zip Code	Fresenius Medical Care			Fox Valley	Total
	Aurora	Oswego	Sandwich		
60115			2		2
60119	1				1
60134		1			1
60174	1				1
60177	1				1
60431		1			1
60446		1			1
60503		1			1
60504	2			2	4
60505	32	8		1	41
60506	23	2			25
60510	2				2
60518			1		1
60520			1		1
60538	1	7	1	1	10
60542	13				13
60543	1	8		2	11
60545		2	5		7
60548		1	6		7
60551			2		2
60552		1	1		2
60554	2	1			3
60560		8		1	9
60586		1			1
60606	1				1
60623	1				1
60628		1			1
60644		1			1
61378			1		1
<b>Total</b>	<b>81</b>	<b>45</b>	<b>20</b>	<b>7</b>	<b>153</b>

**PATIENTS OF DR. DODHIA'S PRACTICE 3rd QUARTER 2011**

Zip Code	Fresenius Medical Care			Fox Valley	Total
	Aurora	Oswego	Sandwich		
60174		1			1
60177	1				1
60446		1			1
60503		1			1
60504				2	2
60505	38	7		1	46
60506	28	3			31
60510	1				1
60520			2		2
60538	1	10		1	12
60542	15				15
60543	1	7		2	10
60544		1			1
60545		1	5		6
60548		1	6		7
60550			1		1
60551			4		4
60552		1	1		2
60554		1			1
60560	1	7	2	1	11
61378			1		1
<b>Total</b>	<b>86</b>	<b>42</b>	<b>22</b>	<b>7</b>	<b>157</b>

**DR. DODHIA'S PRACTICE YEAR TO YEAR COMPARISON**

Zip Code	ESRD Patients			
	2008	2009	2010	Sep-11
60042	1	0	0	0
60115	0	0	2	0
60119	1	0	1	0
60120	1	1	0	0
60134	0	0	1	0
60174	2	1	1	1
60177	1	1	1	1
60431	0	0	1	0
60446	0	1	1	1
60447	0	1	0	0
60503	1	1	1	1
60504	7	7	4	2
60505	29	36	41	46
60506	34	28	25	31
60510	3	0	2	1
60512	1	0	0	0
60518	0	0	1	0
60520	0	0	1	2
60538	5	9	10	12
60540	1	0	0	0
60541	0	1	0	0
60542	8	9	13	15
60543	13	9	11	10
60544	0	0	0	1
60544	1	0	0	0
60545	2	4	7	6
60548	6	6	7	7
60550	0	0	0	1
60551	0	1	2	4
60552	0	1	2	2
60554	3	3	3	1
60560	11	12	9	11
60586	1	0	1	0
60605	1	0	0	0
60606	0	0	1	0
60623	0	0	1	0
60628	0	0	1	0
60644	0	1	1	0
61378	0	1	1	1
62701	0	1	0	0
<b>Totals</b>	<b>133</b>	<b>135</b>	<b>153</b>	<b>157</b>

## Service Accessibility – Service Restrictions

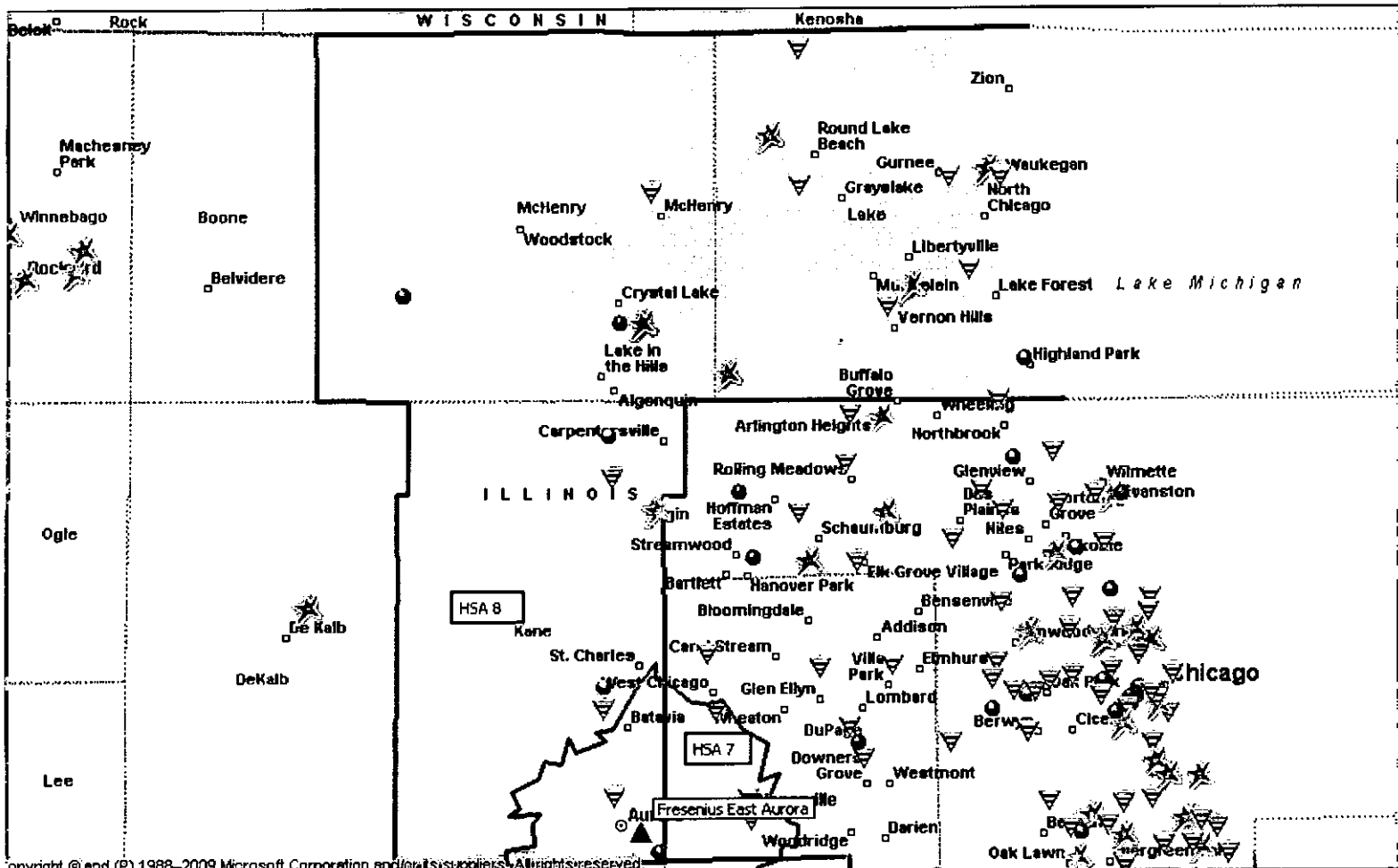
The proposed Fresenius Medical Care East Aurora dialysis facility will be located in HSA 8 in Aurora, which is the second largest city in Illinois. This HSA is comprised of Kane, McHenry and Lake Counties. According to the November station inventory there is an excess of 4 stations in this HSA. The city of Aurora is located on the far southeast end of the HSA bordering Kendall County (HSA 9) and DuPage County (HSA 7, where there is a need for an additional 108 ESRD stations). This Inner City Aurora Service Area is also a Federally Designated Medically Underserved area.

While this project is requesting more stations than is determined needed in HSA 8, Aurora is a heavily populated area that has seen significant overall growth in the past decade of the general population (15%), Hispanic population (5%) and ESRD patients (64%)

Zip Code	ESRD Patients		Total %Change
	2001	2011	
60505	75	117	56%
60506	47	83	77%
Total	122	200	64%

While there may be pockets of underutilization elsewhere in more rural areas of the HSA effecting need determinations, this is not the case in the vicinity of Aurora.

### Fresenius East Aurora in Relation To HSA 8



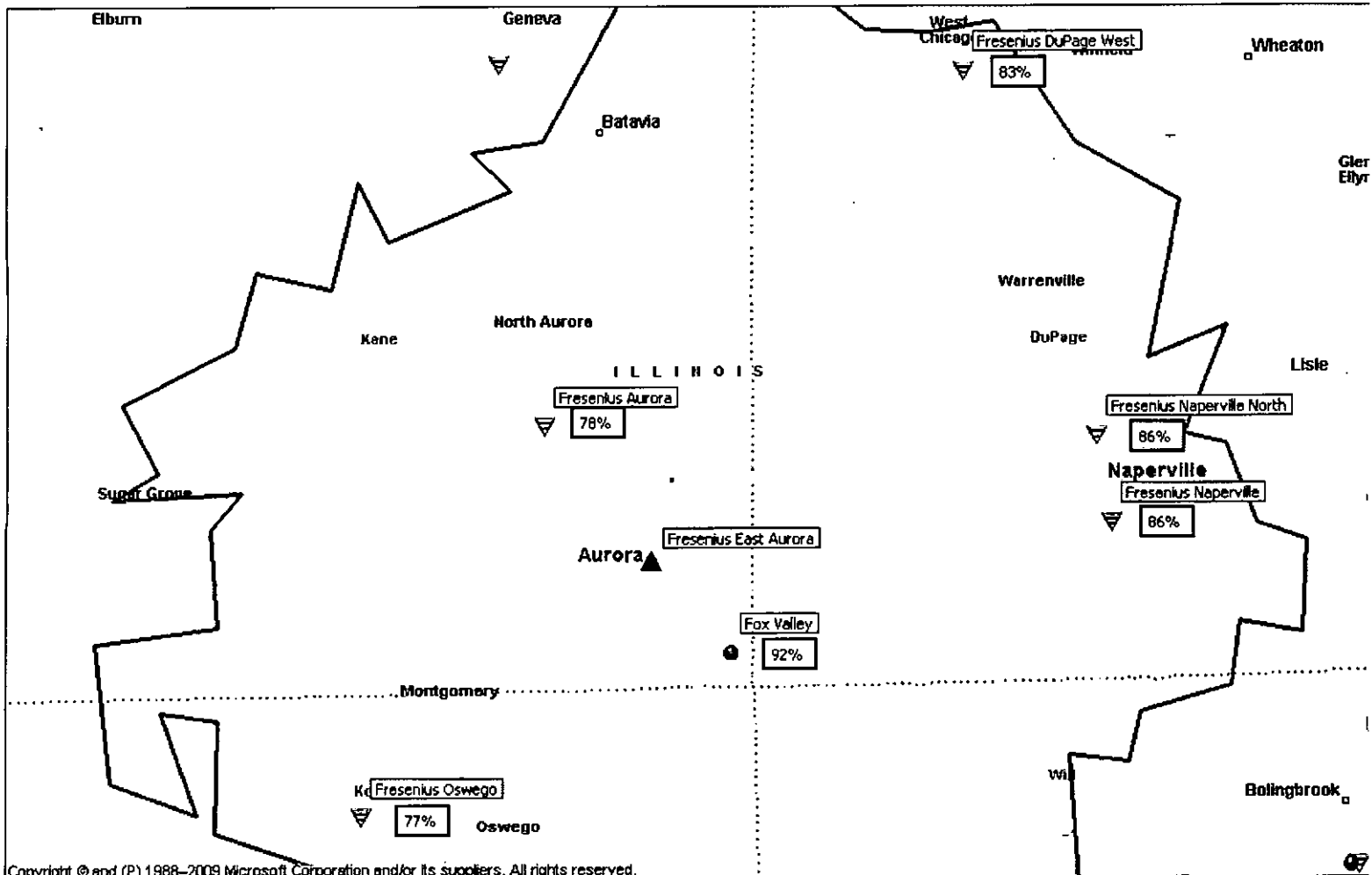
## FACILITIES WITHIN 30 MINUTES TRAVEL TIME OF FRESENIUS MEDICAL CARE EAST AURORA

Name	City	MapQuest		MapQuest Adjusted Time	Travel Study Time*	Stations	Patients 09/30/11	Utl 09/30/11
		Miles	Time					
Fox Valley Dialysis	Aurora	2.78	6	7	8.8	26	143	91.67%
Fresenius Aurora	Aurora	3.59	9	10	12.2	24	113	78.47%
Fresenius Naperville North	Naperville	8.38	15	17	22.2	14	72	85.71%
Fresenius Naperville	Naperville	7.84	15	17	19.2	15	77	85.56%
Fresenius Oswego	Oswego	8.16	16	18	18.2	11	51	77.27%
Fresenius DuPage West	West Chicago	11.92	20	23	26.5	16	80	83.33%
<b>Totals and Average Utilization Within 30 Mintues</b>						<b>106</b>	<b>536</b>	<b>83.67%</b>

**Facilities below are over 30 minutes travel time.**

Fresenius West Batavia	Batavia	10.59	21	24	30.2	12	N/A	N/A
Tri-Cities Dialysis	Geneva	11.27	21	24	32.0	18	N/A	N/A
Fresenius Plainfield	Plainfield	16.02	24	28	30.7	12	N/A	N/A
U.S. Renal Bolingbrook	Bolingbrook	15.32	25	29	32.2	13	N/A	N/A
Fresenius West Chicago	West Chicago	15.36	25	29	34.2	12	N/A	N/A
Yorkville Dialysis	Yorkville	14.51	24	28	31.7	8	N/A	N/A

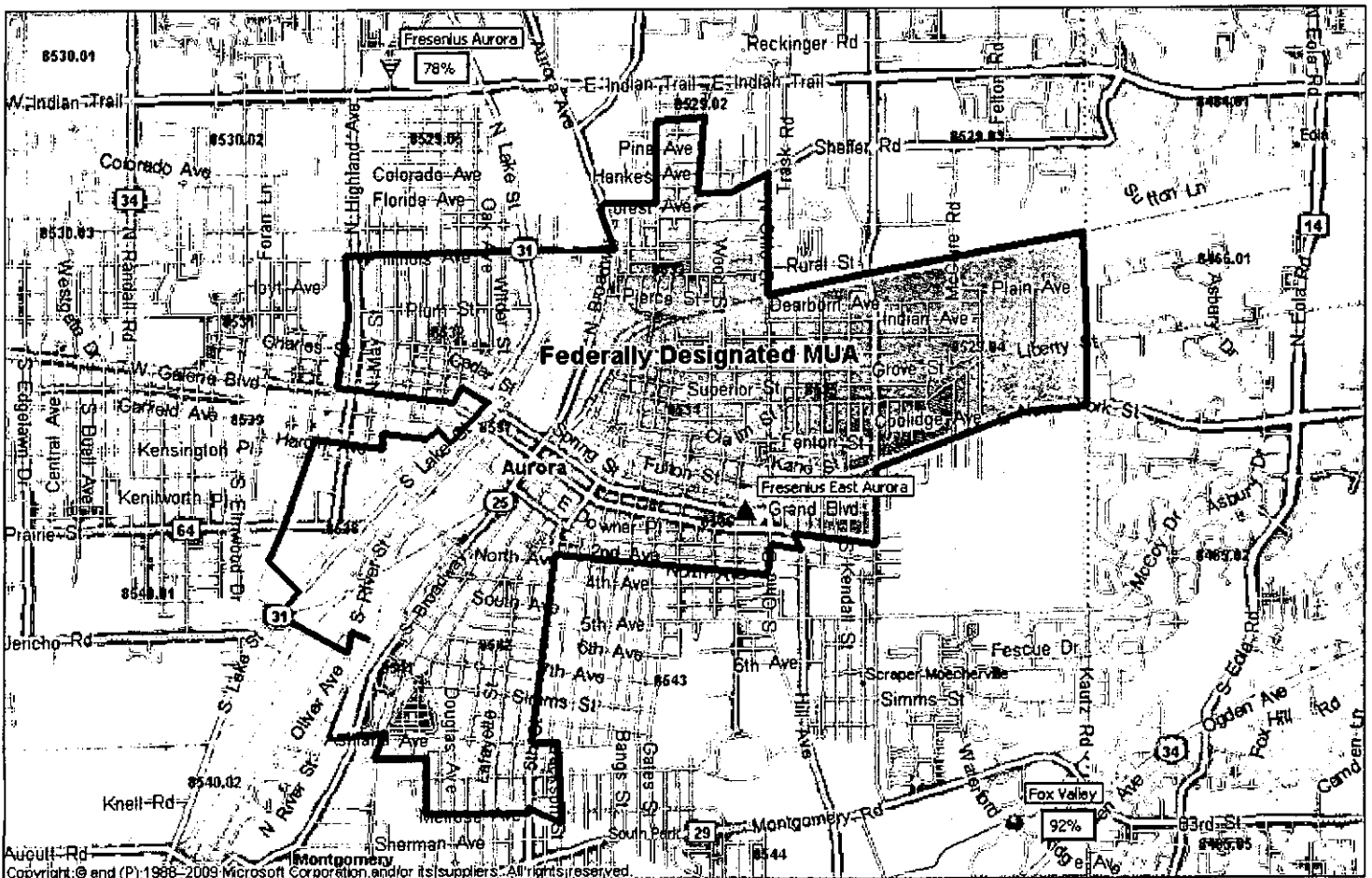
(See independent travel study at end of this attachment)



Copyright © and (P) 1988-2009 Microsoft Corporation and/or its suppliers. All rights reserved.

Access restrictions exist due to the high average utilization of the facilities within 30 minutes travel time (83%) but specifically in the city of Aurora. Aurora is the second largest city in Illinois and as mentioned previously is 51% minority (41% Hispanic and 10% African American), with a higher propensity for diabetes and hypertension than the general population as a whole. These two diseases are the leading cause of kidney failure. This is evidenced by the high utilization at Fox Valley Aurora and the continual high utilization at Fresenius Aurora despite station additions. The Fresenius Aurora patient population is 32% Hispanic and 26% African American.

### BOUNDARIES OF INNER CITY AURORA FEDERALLY DESIGNATED MEDICALLY UNDERSERVED AREA





**CONCERNS/CORRECTIONS FROM PREVIOUS SUBMISSION  
(#10-086) FRESenius MEDICAL CARE EAST AURORA**

In the original submission of the proposed Fresenius Medical Care East Aurora (#10-086) opposition to the project brought up several concerns which are addressed below:

1. Opposition stated that Fresenius Medical Care West Batavia was actually within 20 minutes travel time of East Aurora. First, MapQuest travel times (included in that application) showed this facility was 22 minutes away and the adjusted time was 25.3 minutes away. An error was made on the SAR which reflected 20 minutes. With this current submission an independent travel study was conducted according to Board rules, **showing that in fact the West Batavia facility is over 30 minutes away.**
2. Opposition was concerned that Dr. Dodhia admits to 4 facilities in the service area and 2 of these are not at 80% utilization. While it is true that 2 of the 4 have not reached 80%, one is over 30 minutes away from East Aurora and serves a completely separate geographic area. The medically underserved residents of East Aurora should not be denied access to dialysis services because a facility 22 miles away in rural Sandwich, Illinois is underutilized. As most dialysis providers are aware and have mentioned before this Board, rural clinics rarely operate at 80% due to population and travel concerns. Fresenius Aurora is 2 patients away from 80%, even with to the addition of 10 stations at that facility over the past year and a half. The other facility mentioned is Fresenius West Batavia which is over 30 minutes away from the proposed East Aurora facility. It just began operations and will serve a more affluent population in the Batavia area and will not serve East Aurora.
3. Opposition inferred that the East Aurora patient referrals should be compared to those submitted in the West Batavia application. We invite the Board to do so. All proposed patient referrals were carefully screened to ensure that no patients were duplicated. The majority of patients identified for both come from separate zip codes. Those that came from similar zip codes were double checked for accuracy. As well, those patients identified to be referred to West Batavia were in Stage 3 & 4 of kidney failure in 2009. These patients will all have started dialysis before the East Aurora facility is even certified; therefore there could be no duplication of patients.
4. Opposition stated the facility is over the State standard for size. This is true, and it is explained that it is more cost effective to have additional space on the forefront of a project for future expansions, which is typical, rather than having to build a new clinic or relocate one when future need arises.
5. Opposition noted that Rush Copely (Fox Valley Dialysis) was a viable option for Dr. Dodhia's patients. Dr. Dodhia does see patients at Fox Valley Dialysis and it is currently at 92% utilization.
6. Opposition stated more people need to do home dialysis. Fresenius Medical Care could not agree more and has an extensive home dialysis department, of which there is one at Fresenius Aurora consisting of 13 patients. All patients are educated on all modalities of treatment including transplant. Not all patients are candidates for home dialysis. Dr. Dodhia also is a strong supporter of kidney transplantation.
7. Opposition states there are not enough patients to support these facilities. One then would have to question why the facilities in the area are operating at such high utilizations.

8. Opposition states that patient referrals for East Aurora are obtained at the expense of other units undermining their clinical and operational performance. The patients identified for the East Aurora facility are from Dr. Dodhia's practice and are not coming from any other referral source. All other area providers will continue to have physician referrals just as they historically have. These patients are those that Dr. Dodhia would refer to the Aurora facility if the East Aurora facility is not approved. Due to high area utilization, area facilities cannot accommodate these patients without pushing utilization of area clinics to near capacity. This would in fact have a negative impact on area clinics and the patients as well as they loose access.
  
9. Opposition states this project should not be approved until Fresenius West Batavia is at 80%. That would mean Fresenius waits for two more years, while current average utilization within 30 minutes is 83%. Then at that point we submit a CON for the East Aurora project. The review/approval period is anywhere from 4-6 months. After that it takes 18 months to 2 years before the East Aurora facility is fully operational. In essence that would mean the East Aurora facility would not be ready to serve this underserved area that is currently highly utilized until 4.5 years from now. Considering Aurora has experienced an approximate 5-6% annual growth of ESRD, where will these patients receive treatment until that time?

**MEMORANDUM TO:** Lori Wright  
Fresenius Medical Care

**FROM:** Stephen Corcoran, P.E., PTOE

**DATE:** September 14, 2011  
Revised November 11, 2011

**SUBJECT:** Travel Time Surveys  
Proposed Fresenius Medical Facility  
924 East New York Street  
Aurora, Illinois

This memorandum summarizes the travel time surveys conducted for a proposed Fresenius Medical facility to be located at 924 East New York Street in Aurora, Illinois. The purpose of the study was to determine the average one-way travel times between existing/planned dialysis centers and the proposed location pursuant to the methodology required by the Illinois Health Facilities & Services Review Board. The travel surveys were to and from the following facilities:

<u>Facility</u>	<u>Street Address</u>	<u>City</u>
1) Fox Valley Dialysis	1300 Waterford Drive.	Aurora
2) Fresenius Aurora	455 Mercy Lane	Aurora
3) Fresenius Oswego	1051 Station Drive	Oswego
4) Fresenius Naperville North	514 W. 5 <sup>th</sup> Avenue	Naperville
5) Fresenius Naperville	100 Spaulding Drive	Naperville
6) Fresenius DuPage West	450 E. Roosevelt Road	West Chicago
7) Tri Cities Dialysis	306 Randall Road	Geneva
8) Fresenius West Batavia	2580 W. Fabyan Parkway	Batavia
9) Yorkville Dialysis	1400 Beecher Road	Yorkville
10) Fresenius West Chicago	1859 Neltner Boulevard	West Chicago
11) Fresenius Plainfield	2320 Michas Drive	Plainfield
12) US Renal Bolingbrook	396 Remington Boulevard	Bolingbrook

The surveys were conducted between the hours of 6:30 AM and 6:30 PM. Three travel runs were conducted for each facility with two runs occurring in the midday period from 9:30 AM to 3:30 PM. The third run was conducted in the evening peak period from 3:30 PM to 6:30 PM.

The average one-way travel times for each facility are summarized below. **Table 1** (attached) provides a detailed listing of each travel run.

**Average Travel Time Survey Results**

	<b><u>Facility</u></b>	<b><u>Average Travel Time (One-Way)</u></b>
1)	Fox Valley Dialysis	8.8 minutes
2)	Fresenius Aurora	12.2 minutes
3)	Fresenius Oswego	18.2 minutes
4)	Fresenius Naperville North	22.2 minutes
5)	Fresenius Naperville	19.2 minutes
6)	Fresenius DuPage West	26.5 minutes
7)	Tri Cities Dialysis	32.0 minutes
8)	Fresenius West Batavia	30.2 minutes
9)	Yorkville Dialysis	31.7 minutes
10)	Fresenius West Chicago	34.2 minutes
11)	Fresenius Plainfield	30.7 minutes
12)	<u>US Renal Bolingbrook</u>	<u>32.2 minutes</u>
	<b>Average of All Facilities</b>	<b>24.8 minutes</b>

**Professional Certification**

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Illinois.

License No. 062.046487, and Expiration Date: November 30, 2011.

I am Professional Traffic Operations Engineer - No. 380 Expiration Date: November 2011.



Stephen B. Corcoran, P.E., PTOE



**Table 1**  
**Aurora Travel Run Data**

924 E. New York Street Aurora

Direction	Date	Day	Time Start	Time End	One-Way Travel Times (minutes)		Direction	Date	Day	Time Start	Time End	One-Way Travel Times (minutes)	
					Run	Average						Run	Average
<b>1 - Fox Valley Dialysis</b> (1300 Waterford Drive; Aurora, Illinois)							<b>7 - Tri Cities Dialysis</b> (306 Randall Road; Geneva, Illinois)						
To FVD Aurora	8/30/2011	Tuesday	11:51 AM	Noon	9		To Geneva	9/8/2011	Thursday	11:01 AM	11:31 AM	30	
To Aurora	8/30/2011	Tuesday	12:02 PM	12:11 PM	9		To Aurora	9/8/2011	Thursday	11:33 AM	12:05 PM	32	
To FVD Aurora	8/30/2011	Tuesday	1:45 PM	1:53 PM	8		To Geneva	9/8/2011	Thursday	1:06 PM	1:39 PM	33	
To Aurora	8/30/2011	Tuesday	1:54 PM	2:01 PM	7		To Aurora	9/8/2011	Thursday	1:41 PM	2:12 PM	31	
To FVD Aurora	8/30/2011	Tuesday	3:48 PM	3:57 PM	9		To Geneva	9/8/2011	Thursday	4:00 PM	4:31 PM	31	
To Aurora	8/30/2011	Tuesday	3:58 PM	4:09 PM	11	8.8	To Aurora	9/8/2011	Thursday	4:32 PM	5:07 PM	35	32.0
<b>2 - Fresenius Aurora</b> (455 Mercy Lane; Aurora, Illinois)							<b>8 - Fresenius West Batavia</b> (2580 West Fabyan Parkway; Batavia, Illinois)						
To FMC Aurora	8/30/2011	Tuesday	12:14 PM	12:26 PM	12		To Batavia	9/8/2011	Thursday	12:05 PM	12:33 PM	28	
To Aurora	8/30/2011	Tuesday	12:28 PM	12:40 PM	12		To Aurora	9/8/2011	Thursday	12:35 PM	1:05 PM	30	
To FMC Aurora	8/30/2011	Tuesday	2:02 PM	2:12 PM	10		To Batavia	9/8/2011	Thursday	2:14 PM	2:43 PM	29	
To Aurora	8/30/2011	Tuesday	2:14 PM	2:27 PM	13		To Aurora	9/8/2011	Thursday	2:45 PM	3:15 PM	30	
To FMC Aurora	8/30/2011	Tuesday	4:11 PM	4:24 PM	13		To Batavia	9/8/2011	Thursday	5:09 PM	5:42 PM	33	
To Aurora	8/30/2011	Tuesday	4:26 PM	4:39 PM	13	12.2	To Aurora	9/8/2011	Thursday	5:45 PM	6:18 PM	31	30.2
<b>3 - Fresenius Oswego</b> (1051 Station Drive; Oswego, Illinois)							<b>9 - Yorkville Dialysis</b> (1400 Beecher Road; Yorkville, Illinois)						
To Oswego	8/31/2011	Wednesday	12:24 PM	12:43 PM	19		To Yorkville	9/13/2011	Tuesday	12:14 PM	12:43 PM	29	
To Aurora	8/31/2011	Wednesday	12:44 PM	1:02 PM	18		To Aurora	9/13/2011	Tuesday	12:45 PM	1:17 PM	32	
To Oswego	8/31/2011	Wednesday	3:00 PM	3:18 PM	18		To Yorkville	9/13/2011	Tuesday	2:27 PM	2:58 PM	31	
To Aurora	8/31/2011	Wednesday	3:31 PM	3:49 PM	18		To Aurora	9/13/2011	Tuesday	2:59 PM	3:30 PM	31	
To Oswego	9/1/2011	Thursday	11:57 AM	12:14 PM	17		To Yorkville	9/13/2011	Tuesday	4:53 PM	5:26 PM	33	
To Aurora	9/1/2011	Thursday	4:13 PM	4:32 PM	19	18.2	To Aurora	9/13/2011	Tuesday	5:28 PM	6:02 PM	34	31.7
<b>4 - Fresenius Naperville North</b> (514 W 5th Avenue; Naperville, Illinois)							<b>10 - Fresenius West Chicago</b> (1859 North Netmor Boulevard; West Chicago, Illinois)						
To Naperville North	8/30/2011	Tuesday	12:42 PM	1:01 PM	19		To West Chicago	9/13/2011	Tuesday	11:01 AM	11:35 AM	34	
To Aurora	8/30/2011	Tuesday	1:02 PM	1:24 PM	22		To Aurora	9/13/2011	Tuesday	11:37 AM	12:12 PM	35	
To Naperville North	8/30/2011	Tuesday	2:29 PM	2:50 PM	21		To West Chicago	9/13/2011	Tuesday	1:18 PM	1:52 PM	34	
To Aurora	8/30/2011	Tuesday	2:55 PM	3:21 PM	26		To Aurora	9/13/2011	Tuesday	1:53 PM	2:26 PM	33	
To Naperville North	8/30/2011	Tuesday	4:41 PM	5:03 PM	22		To West Chicago	9/13/2011	Tuesday	3:40 PM	4:15 PM	35	
To Aurora	8/30/2011	Tuesday	5:05 PM	5:28 PM	23	22.2	To Aurora	9/13/2011	Tuesday	4:17 PM	4:51 PM	34	34.2
<b>5 - Fresenius Naperville</b> (100 Spaulding Drive; Naperville, Illinois)							<b>11 - Fresenius Plainfield</b> (2320 Miches Drive; Plainfield, Illinois)						
To Naperville	8/31/2011	Wednesday	11:40 AM	11:59 AM	19		To Plainfield	8/31/2011	Wednesday	1:04 PM	1:34 PM	30	
To Aurora	8/31/2011	Wednesday	12:04 PM	12:22 PM	18		To Aurora	8/31/2011	Wednesday	1:45 PM	2:17 PM	32	
To Naperville	8/31/2011	Wednesday	2:19 PM	2:38 PM	19		To Plainfield	8/31/2011	Wednesday	4:36 PM	5:08 PM	32	
To Aurora	8/31/2011	Wednesday	2:40 PM	2:58 PM	18		To Aurora	8/31/2011	Wednesday	5:10 PM	5:41 PM	31	
To Naperville	8/31/2011	Wednesday	3:51 PM	4:11 PM	20		To Plainfield	9/1/2011	Thursday	1:13 PM	1:42 PM	29	
To Aurora	8/31/2011	Wednesday	4:13 PM	4:34 PM	21	19.2	To Aurora	9/1/2011	Thursday	1:44 PM	2:14 PM	30	30.7
<b>6 - Fresenius Dupage West</b> (450 E. Roosevelt Road; West Chicago, Illinois)							<b>12 - US Renai Bolingbrook</b> (396 Remington Boulevard; Bolingbrook, Illinois)						
To West Chicago	9/1/2011	Thursday	12:16 PM	12:41 PM	25		To Bolingbrook	11/10/2011	Thursday	12:42 PM	1:13 PM	31	
To Aurora	9/1/2011	Thursday	12:43 PM	1:10 PM	27		To Aurora	11/10/2011	Thursday	1:15 PM	1:45 PM	30	
To West Chicago	9/1/2011	Thursday	2:16 PM	2:40 PM	24		To Bolingbrook	11/10/2011	Thursday	1:47 PM	2:19 PM	32	
To Aurora	9/1/2011	Thursday	2:42 PM	3:10 PM	28		To Aurora	11/10/2011	Thursday	2:20 PM	2:51 PM	31	
To West Chicago	9/1/2011	Thursday	5:02 PM	5:30 PM	28		To Bolingbrook	11/10/2011	Thursday	4:11 PM	4:46 PM	35	
To Aurora	9/1/2011	Thursday	5:32 PM	5:59 PM	27	26.5	To Aurora	11/10/2011	Thursday	4:48 PM	5:22 PM	34	32.2

## Unnecessary Duplication/Maldistribution

Zip Code	Population	Stations	Facility
60134	28,565		
60185	36,527	16	Fresenius DuPage West
60502	21,873		
60503	16,717		
60504	37,919	26	Fox Valley Dialysis
60505	76,573		
60506	53,013	24	Fresenius Aurora
60510	28,897		
60512	1,111		
60538	26,619		
60539	341		
60540	42,910	15	Fresenius Naperville
60542	17,099		
60543	36,156	11	Fresenius Oswego
60544	25,959		
60554	11,796		
60555	13,538		
60563	35,922	14	Fresenius Naperville North
60564	41,312		
60565	40,524		
60585	22,311		
	<b>615,682</b>	<b>106</b>	<b>1/5,808</b>

1(A-B-C) The ratio of ESRD stations to population in the zip codes within a 30 minute radius of Fresenius Medical Care East Aurora is 1 station per 5,808 residents according to the 2010 census (based on 615,682 residents and 106 stations). The State ratio is 1 station per 3,439 residents/ (based on US Census 2010 of 12,830,632 Illinois residents and November 2011 Board stations inventory of 3,731).

There are one and one half times more stations available per capita in the State of Illinois than there is available to the residents residing

within a 30-minute travel time of Fresenius Medical Care East Aurora. These figures demonstrate that as compared to the State average as a whole the East Aurora exhibits a need for additional stations. Clinics within the 30-minute travel area as seen below are operating at an average utilization of 83.67%.

### Facilities Within 30-Minutes Travel Time of Fresenius Medical Care East Aurora According to Independent Travel Study at Attachment 26b-5.

Name	City	MapQuest		MapQuest Adjusted Time	Travel Study Time*	Stations	Patients 09/30/11	Util 09/30/11
		Miles	Time					
Fox Valley Dialysis	Aurora	2.78	6	7	8.8	26	143	91.67%
Fresenius Aurora	Aurora	3.59	9	10	12.2	24	113	78.47%
Fresenius Naperville North	Naperville	8.38	15	17	22.2	14	72	85.71%
Fresenius Naperville	Naperville	7.84	15	17	19.2	15	77	85.56%
Fresenius Oswego	Oswego	8.16	16	18	18.2	11	51	77.27%
Fresenius DuPage West	West Chicago	11.92	20	23	26.5	16	80	83.33%
<b>Totals and Average Utilization Within 30 Minutes</b>						<b>106</b>	<b>536</b>	<b>83.67%</b>

#### Facilities below are over 30 minutes travel time.

Fresenius West Batavia	Batavia	10.59	21	24	30.2	12	N/A	N/A
Tri-Cities Dialysis	Geneva	11.27	21	24	32.0	18	N/A	N/A
Fresenius Plainfield	Plainfield	16.02	24	28	30.7	12	N/A	N/A
U.S. Renal Bolingbrook	Bolingbrook	15.32	25	29	32.2	13	N/A	N/A
Fresenius West Chicago	West Chicago	15.36	25	29	34.2	12	N/A	N/A
Yorkville Dialysis	Yorkville	14.51	24	28	31.7	8	N/A	N/A

2. Although all facilities within thirty minutes travel time are not above the target utilization of 80%, Fresenius Medical Care East Aurora will not create a maldistribution of services in regard to there being excess availability. 4 of the 6 facilities (67%) within 30 minutes are operating above 80% target utilization and the remaining 2 are only slightly under the 80% target rate. This computes to only a difference of 3 patients before both of these facilities are also above 80%.
  
- 3A. Fresenius Medical Care East Aurora will not have an adverse effect on any other area ESRD provider in that the patients identified for this facility are new pre-ESRD patients. No patients will be transferred from any other facility to the East Aurora clinic. Furthermore, the Dr. Dodhia and his partners will still refer patients to the other ESRD facilities they currently refer to, on an ongoing basis per the patient's preference and home address. These facilities are Fresenius Aurora, Sandwich, Oswego, West Batavia and Fox Valley Dialysis.
  
- B. Not applicable – applicant is not a hospital; however the utilization will not be lowered at any other ESRD facility due to the establishment of the East Aurora facility.

Criterion 1110.1430 (e)(1) – Staffing

2) A. Medical Director

Dr. Dodhia is currently the Medical Director for Fresenius Medical Care Aurora and West Batavia. Attached is his curriculum vitae.

B. All Other Personnel

Upon opening the facility will hire a Clinic Manager who is a Registered Nurse (RN) from within the company and will hire one Patient Care Technician (PCT). After we have more than one patient, we will hire another RN and another PCT.

Upon opening we will also employ:

- Part-time Registered Dietitian
- Part-time Licensed Master level Social Worker
- Part-time Equipment Technician
- Part-time Secretary

These positions will go to full time as the clinic census increases. As well, the patient care staff will increase to the following:

- One Clinic Manager – Registered Nurse
- Four Registered Nurses
- Ten Patient Care Technicians

- 3) All patient care staff and licensed/registered professionals will meet the State of Illinois requirements. Any additional staff hired must also meet these requirements along with completing a 9 week orientation training program through the Fresenius Medical Care staff education department.

Annually all clinical staff must complete OSHA training, Compliance training, CPR Certification, Skills Competency, CVC Competency, Water Quality training and pass the Competency Exam.

- 4) The above staffing model is required to maintain a 4 to 1 patient-staff ratio at all times on the treatment floor. A RN will be on duty at all times when the facility is in operation.



### **Medical Director Information**

Supporting this proposed facility is Dr. Navinchandra Dodhia. He has been a practicing nephrologist in the City of Aurora for over 20 years and has lived on the far east side of Aurora for the same amount of time. He is employed by Dryer Medical Clinic, which is a multi-specialty clinic with 160 physicians, including about 50 primary care physicians. This includes over 500,000 out-patient visits and 125,000 active patients at multiple sites.

Dr. Dodhia's practice partner is Dr. Atif Fakhruddin and they are currently on staff at Rush-Copley Hospital and Provena Mercy Medical Center. Dr. Dodhia is the Medical Director of Fresenius West Batavia and Aurora and Dr. Fakhruddin is the Medical Director of Fresenius Sandwich and Oswego.

Dr. Dodhia's care and concern in regards to patient care extends far outside of the physician's office or dialysis clinic. He has always been very active in the health care community in Aurora volunteering his services. Every year he volunteers at the African American Health Fair where members of the public are screened for high blood pressure and chronic kidney disease. Early detection and thus treatment can lead to prevention of complications leading to dialysis or transplant.

Dr. Dodhia a strong supporter of kidney transplantation. His transplant rates have continually been high. The Renal Network Facility Report shows that 36% of the patients at Fresenius Aurora are on the transplant list. This is significantly higher than the national average of 24%. Most recently there were 8 transplants at Fresenius Aurora in 2010 and 7 so far in 2011.

For many years he gave support by volunteering at the Aurora Wellness Clinic which served anyone who was uninsured. There were no charges for these services. Unfortunately the Wellness Clinic is now closed.

At Provena Mercy Medical Center he has served on various committees over the years and currently serves as Vice Chief of Staff.

(Please see his Curriculum Vitae on following page)

CURRICULUM VITAE  
**NAVINCHANDRA J. DODHIA, M.D.**

**BUSINESS ADDRESS:** Dreyer Medical Clinic  
1870 West Galena Boulevard  
Aurora, IL 60506  
630-859-6910

**MEDICAL SPECIALTY:** Nephrology

**MEDICAL LICENSE:** Illinois #036-073947

**BOARD CERTIFICATION:** Internal Medicine, 1988  
Nephrology, 1990; Recertified, 2000;  
Recertified, 2010

**EDUCATION:**

**Premedical and Medical** University of Nairobi  
Kenya  
July 1974 – June 1979

**Internship and Residency** Coast Province General Hospital  
Mombasa, Kenya  
August 1979 – July 1980

M. P. Shah Hospital  
Intensive Care Unit  
Nairobi, Kenya  
May 1983 – June 1985

Grant Hospital of Chicago  
Chicago, Illinois  
July 1985 – June 1988

**Fellowship** Rush-Presbyterian-St. Luke's Medical Center  
Chicago, Illinois  
July 1988 – June 1990

**PRESENT EMPLOYMENT:** Dreyer Medical Clinic  
November 1992

**HOSPITALS:** Provena Mercy Center  
Aurora, Illinois

Rush-Copley Medical Center  
Aurora, Illinois

Valley West Hospital  
Sandwich, Illinois

**HOSPITALS**  
(continued)

Kish Hospital  
Dekalb, Illinois

**PROFESSIONAL SOCIETIES:**

American College of Physicians  
American Society of Nephrology

**PUBLICATIONS:**

Thomas C.R., Dodhia, N. Common Emergencies in  
Cancer Medicine: Metabolic Syndromes. *Journal of  
the National Medical Association*. In Press

Dodhia N., Rodny R., Jensik S.C., Korbet S.M. Renal  
Transplant Arterial Thrombosis: Association with  
cyclosporine. *American Journal of Kidney Diseases*,  
Vol. XVII, No. 5, May 1991, 532-536.

**BIRTHPLACE:**

Mombasa, Kenya

**DATE OF BIRTH:**

November 18, 1955

**Criterion 1110.1430 (e)(5) Medical Staff**

I am the Regional Vice President of the Chicago Central Region of the North Division of Fresenius Medical Care North America. In accordance with 77 Il. Admin Code 1110.1430, and with regards to Fresenius Medical Care East Aurora I certify the following:

Fresenius Medical Care East Aurora will be an "open" unit with regards to medical staff. Any Board Licensed nephrologist may apply for privileges at the Aurora facility, just as they currently are able to at all Fresenius Medical Care facilities.



Signature

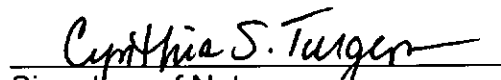
Coleen Muldoon

Printed Name

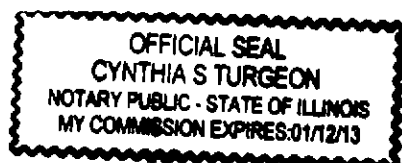
Regional Vice President

Title

Subscribed and sworn to before me this 28<sup>th</sup> day of September, 2011

  
Signature of Notary

Seal



Criterion 1110.1430 (f) – Support Services

I am the Regional Vice President of the Chicago Central Region of the North Division of Fresenius Medical Care North America. In accordance with 77 Il. Admin Code 1110.1430, I certify to the following:

- Fresenius Medical Care utilizes the Proton patient data tracking system in all of its new facilities.
- These support services are will be available at Fresenius Medical Care East Aurora during all six shifts:
  - Nutritional Counseling
  - Psychiatric/Social Services
  - Home/self training
  - Clinical Laboratory Services – provided by Spectra Laboratories
- The following services will be provided via referral to Provena Mercy Medical Center, Aurora:
  - Blood Bank Services
  - Rehabilitation Services
  - Psychiatric Services

*Coleen Muldoon*

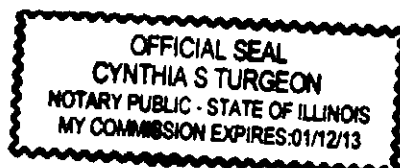
Signature

Coleen Muldoon/Regional Vice President  
Name/Title

Subscribed and sworn to before me  
this 28<sup>th</sup> day of SEPTEMBER 2011

*Cynthia S. Turgeon*  
Signature of Notary

Seal



**Criterion 1110.1430 (g) – Minimum Number of Stations**

Fresenius Medical Care East Aurora is located in the Chicago-Naperville-Joliet-Gary, IL-IN-WI Metropolitan Statistical Area (MSA). A minimum of eight dialysis stations is required to establish an in-center hemodialysis center in an MSA. Fresenius Medical Care East Aurora will have twelve dialysis stations thereby meeting this requirement.

## HOSPITAL TRANSFER AGREEMENT

**THIS HOSPITAL TRANSFER AGREEMENT ("Agreement")** is made this 24 day of August, 2010 (the "Effective Date") by and between **Fresenius Medical Care of Illinois, LLC d/b/a Fresenius Medical Care East Aurora**, (the "Transferring Facility"), and **Provena Hospitals, d/b/a Provena Mercy Medical Center**, an Illinois not-for-profit corporation ("Receiving Hospital"). (Transferring Facility and Receiving Hospital may each be referred to herein as a "Party" and collectively as the "Parties").

### RECITALS

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

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

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

**WHEREAS**, the Parties desire to enter into this Agreement in order to specify the rights and duties of each of the Parties and to specify the procedure for ensuring the timely transfer of patients to Receiving Hospital.

**NOW, THEREFORE**, to facilitate the timely transfer of patients to Receiving Hospital, the Parties hereto agree as follows:

### ARTICLE I TRANSFER OF PATIENTS

In the event that any Patient needs acute inpatient or emergency care and has either requested to be taken to Receiving Hospital, or is unable to communicate a preference for Hospital services at a different Hospital, and a timely transfer to Receiving Hospital would best serve the immediate medical needs of Patient, a designated staff member of Transferring Facility shall contact the admitting office or emergency department of Receiving Hospital (the "**Emergency Department**") to facilitate admission. Receiving Hospital shall receive Patient in accordance with applicable federal and state laws and regulations, the standards of The Joint Commission ("**TJC**") and any other applicable accrediting bodies, and reasonable policies and procedures of Receiving Hospital's responsibility for patient care shall begin when Patient arrives upon Receiving Hospital's property.

**ARTICLE II**  
**RESPONSIBILITIES OF TRANSFERRING FACILITY**

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

- (a) Arranging for ambulance service to Receiving Hospital;
- (b) Designating a person who has authority to represent Transferring Facility and coordinate the transfer of Patient to Receiving Hospital;
- (c) Notifying Receiving Hospital's designated representative prior to transfer to alert him or her of the impending arrival of Patient and provide information on Patient to the extent allowed pursuant to Article IV;
- (d) Notifying Receiving Hospital of the estimated time of arrival of the Patient;
- (e) Recognizing and complying with the requirements of any federal and state law and regulations or local ordinances that apply to the care and transfer of individuals to Receiving Hospitals for emergency care.

**ARTICLE III**  
**RESPONSIBILITIES OF RECEIVING HOSPITAL**

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

- (a) Designating a person who has authority to represent and coordinate the transfer and receipt of Patients into the Emergency Department; and
- (b) Timely admission of Patient to Receiving Hospital when transfer of Patient is medically appropriate as determined by Receiving Hospital attending physician subject to Hospital capacity and patient census issues; and
- (c) Recognizing and complying with the requirements of any federal and state law and regulations or local ordinances that apply to Patients who present at Emergency Departments.

**ARTICLE IV**  
**PATIENT INFORMATION**

In order to meet the needs of Patients with respect to timely access to emergency care, Transferring Facility shall provide information on Patients to Receiving Hospital, to the extent approved in advance or authorized by law and to the extent Transferring Facility has such information available. Such information may include: Patient Name, Social Security Number, Date of Birth, insurance coverage and/or Medicare beneficiary information (if applicable), known allergies or medical conditions, treating physician, contact person in case of emergency



and any other relevant information Patient has provided Transferring Facility in advance, to be given in connection with seeking emergency care. Transferring Facility shall maintain the confidentiality of medical/insurance information provided by Patient and received from Patient, in connection with Patient's provision of such information, Patient's authorization to disclose such information to Emergency Department personnel, all in accordance with applicable state and federal rules and regulations governing the confidentiality of patient information.

#### **ARTICLE V** **NON EXCLUSIVITY**

This Agreement shall in no way give Receiving Hospital an exclusive right of transfer of Patients of Transferring Facility. Transferring Facility may enter into similar agreements with other Receiving Hospitals, and Patients will continue to have complete autonomy with respect to choice of Receiving Hospital service providers, as further described in Article VI.

#### **ARTICLE VI** **FREEDOM OF CHOICE**

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

#### **ARTICLE VII** **BILLING AND COLLECTIONS**

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

#### **ARTICLE VIII** **INDEPENDENT RELATIONSHIP**

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

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

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

## **ARTICLE IX** **INSURANCE**

Both Parties shall maintain, at no cost to the other Party Facility, professional liability insurance in an amount customary for its business practices. Receiving Hospital shall provide evidence of the coverage required herein to Transferring Facility on an annual basis.

## **ARTICLE X** **INDEMNIFICATION**

Each Party shall indemnify, defend and hold harmless the other Party from and against any and all liability, loss, claim, lawsuit, injury, cost, damage or expense whatsoever (including reasonable attorneys' fees and court costs), imposed by a third party and arising out of, incident to or in any manner occasioned by the performance or nonperformance of any duty or responsibility under this Agreement by such indemnifying Party, or any of its employees, agents, contractors or subcontractors.

## **ARTICLE XI** **TERM AND TERMINATION**

**Section 11.1 Term.** The term of this Agreement shall commence on the Effective Date and shall continue in effect for one (1) year (the "**Initial Term**") and SHALL RENEW ON AN ANNUAL BASIS ("**RENEWAL TERM**") ABSENT WRITTEN NOTICE BY EITHER PARTY OF NON-RENEWAL TO THE OTHER PARTY THIRTY (30) CALENDAR DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY SUBSEQUENT RENEWAL TERM OF THIS AGREEMENT.

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

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

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

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

**Section 11.3 Immediate Termination.** Notwithstanding anything to the contrary herein, this Agreement will be terminated immediately upon the following events: (a) the suspension or revocation of the license, certificate or other legal credential authorizing Receiving Hospital to provide emergency care services; (b) termination of Receiving Hospital's participation in or exclusion from any federal or state health care program for any reason; (c) the cancellation or termination of Receiving Hospital's professional liability insurance required under this Agreement without replacement coverage having been obtained.

## **ARTICLE XII** **MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

**To Transferring Facility**

Fresenius Medical Care  
One Westbrook Corporate Center  
Tower One, Suite 1000  
Westchester, IL 60154

**To Receiving Hospital**

President & CEO  
Provena Mercy Medical Center  
1325 N. Highland Ave.  
Aurora, IL 60506

**Copy to:**

General Counsel  
Provena Health  
19065 Hickory Creek Drive, Suite 115  
Mokena, IL 60448

or such other place or places as either Party may designate by written notice to the other.

**Section 12.9 Amendment.** This Agreement may be amended upon mutual, written agreement of the Parties.

**Section 12.10 Regulatory Compliance.** The Parties agree that nothing contained in this Agreement shall require Transferring Facility to refer patients to Receiving Hospital for emergency care services or to purchase goods and services. Notwithstanding any unanticipated effect of any provision of this Agreement, neither Party will knowingly and intentionally conduct its behavior in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs.

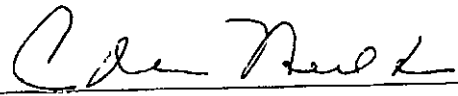
**Section 12.11 Access to Books and Records.** If applicable, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, Receiving Hospital shall make available to the Secretary or to the Comptroller General those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing its services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such service. This Section is included pursuant to and is governed by the requirements of Public Law 96-499 and Regulations promulgated thereunder. The Parties agree that any attorney-client, accountant-client or other legal privileges shall not be deemed waived by virtue of this Agreement.

**IN WITNESS THEREOF,** the Parties have caused this Agreement to be executed by their duly authorized officers hereto setting their hands as of the date first written above.

**TRANSFERRING FACILITY**

Fresenius Medical Care of Illinois, LLC d/b/a  
Fresenius Medical Care East Aurora

\_\_\_\_\_

By: 

Its: Regional Vice President

**RECEIVING HOSPITAL**

Provena Hospitals, d/b/a Provena  
Mercy Medical Center

\_\_\_\_\_  
an Illinois not-for-profit corporation

By:   
James D. Witt

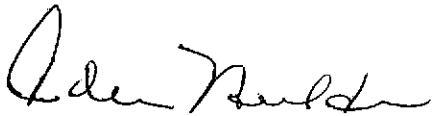
Its: President & CEO

Criterion 1110.1430 (j) – Assurances

I am the Regional Vice President of the Chicago Central Region of the North Division of Fresenius Medical Care North America. In accordance with 77 Il. Admin Code 1110.1430, and with regards to Fresenius Medical Care East Aurora, I certify the following:

1. As supported in this application through expected referrals to Fresenius Medical Care East Aurora in the first two years of operation, the facility is expected to achieve and maintain the utilization standard, specified in 77 Ill. Adm. Code 1100, of 80% and;
2. Fresenius Medical Care hemodialysis patients in Illinois have achieved adequacy outcomes of:
  - o 92% of patients had a URR  $\geq$  65%
  - o 95% of patients had a Kt/V  $\geq$  1.2

and same is expected for Fresenius Medical Care East Aurora.

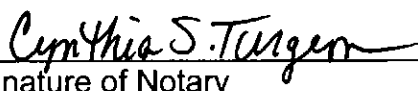


Signature

Coleen Muldoon/Regional Vice President

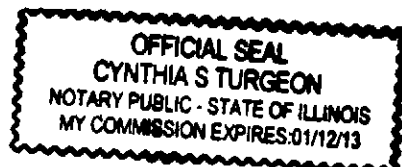
Name/Title

Subscribed and sworn to before me  
this 28<sup>th</sup> day of SEPTEMBER, 2011



Signature of Notary

Seal



## FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "First Amendment") is entered into as of this 31 day of October 2011 by and between Mercy Lane, LLC ("Landlord") and Fresenius Medical Sandwich, LLC, as successor-in-interest to Fresenius Medical Care of Illinois, LLC ("Tenant").

WHEREAS, Landlord and Tenant are parties to a certain Lease Agreement dated March 1, 2010, together with any and all amendments, modifications, extensions, etc. (collectively, the "Lease") for certain property consisting of approximately 8,500 square feet to be leased hereunder to Tenant (the "Premises") on the property commonly known as 924 East New York Street, Aurora, Illinois, as more particularly described in the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and further good and valuable consideration, the parties agree as follows:

1. The last two sentences of Section 25.19 of the Lease are hereby deleted and replaced with the following:

"In the event that the Planning Board does not award Tenant a CON permit to establish a dialysis center on the Premises by **March 31, 2012**, neither party shall have any further obligation to the other party with regard to this Lease, except that Tenant agrees to reimburse Landlord for all reasonable out-of-pocket costs Landlord incurs in connection with purchasing and leasing the Property to Tenant up to an amount not to exceed \$85,000.00 (including, without limitation, reasonable due diligence costs, non-refundable earnest money, appraisals, environmental reports, soil tests, etc.; reasonable fees and costs of attorneys, architects, engineers and other contractors; and reasonable costs incurred in connection with obtaining governmental approvals and permits), \$20,000.00 of which shall be paid within ten (10) days following the full execution of the First Amendment. Landlord shall provide invoices for the \$20,000.00 paid by Tenant, and Tenant shall reimburse Landlord for the remaining \$65,000.00 within 30 days of Tenant's receipt of applicable invoices."

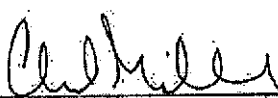
2. Except as modified herein, all terms of the Lease shall remain unchanged, and are hereby ratified, republished and reaffirmed and are incorporated into this First Amendment.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the day and year first above written.

LANDLORD:


MERCY LANE, LLC

By:   
Name: Chad Middleton  
Title: Manager

TENANT:

FRESENIUS MEDICAL CARE OF  
SANDWICH, LLC

By: Fresenius Medical Care Ventures, LLC  
Its Member

By:   
Name: Maria T.C. Gillis  
Title: ASSISTANT TREASURER

As an inducement to Landlord to enter into the First Amendment to Lease as set forth above, the undersigned hereby reaffirms its guaranty as provided in the Guaranty of Lease dated March 1, 2011.

Guarantor:

Fresenius Medical Care Holdings, Inc.

By: 

Name: \_\_\_\_\_

Its: **Maria T. C. Gillis**  
**Assistant Treasurer**



EXHIBIT 1

LEASE SCHEDULE NO. 769-0007105-016  
(True Lease)

LESSOR: BIEMENS FINANCIAL SERVICES, INC.  
("Lessor")

Address: 170 Wood Ave South  
Iselin, NJ 08830

LESSEE: NATIONAL MEDICAL CARE, INC.  
a Delaware corporation  
("Lessee")  
Address: 020 Winter Street  
Waltham, MA 02451

1. Lessor and Lessee have entered into a Master Equipment Lease Agreement dated as of March 10, 2008 ("Master Lease"), including this Schedule (together, the "Lease"), pursuant to which Lessor and Lessee have agreed to lease the equipment described in Exhibit A hereto (the "Equipment"). Lessee and Lessor each reaffirm all of its respective representations, warranties and covenants set forth in the Master Lease, all of the terms and provisions of which are incorporated herein by reference, as of the date hereof. Lessee further certifies to Lessor that Lessee has selected the Equipment and prior to the execution of this Schedule has received and approved a purchase order, purchase agreement or supply contract under which the Equipment will be acquired for purposes of this Lease.

2. The Acquisition Cost of the Equipment is: \$ 3,673,373.64.

3. The Equipment will be located at the location specified in Exhibit A hereto, unless the Equipment is of the type normally used at more than one location (such as vehicular equipment, construction machinery or the like), in which case the Equipment will be used in the area specified on Exhibit A hereto.

4. TERM OF LEASE: The term for which the Equipment shall be leased shall be for 72 months (the "Initial Lease Term"), commencing on the Lease Term Commencement Date as set forth in the Acceptance Certificate to this Schedule, and expiring 03/30/2016, unless renewed, extended, or sooner terminated in accordance with the terms of the Lease.

5. RENT: (a) Payable in monthly installments on the 26th day of each month during the Initial Lease Term as follows:

Rental Payment Numbers	Number of Rental Payments	Amount of Each Rental Payment
1-72	72	\$53,954.37

Lessor will invoice Lessee for all sales, use and/or personal property taxes as and when due and payable in accordance with applicable law, unless Lessee delivers to Lessor a valid exemption certificate with respect to such taxes. Delivery of such certificate shall constitute Lessee's representation and warranty that no such tax shall become due and payable with respect to the Equipment and Lessee shall indemnify and hold harmless Lessor from and against any and all liability or damages, including late charges and interest which Lessor may incur by reason of the assessment of such tax.

6. OTHER PAYMENTS:

(a) Lessee agrees to pay Rental Payments in advance.

7. **EARLY TERMINATION OPTION:** So long as no Event of Default under the Lease, nor any event which upon notice or lapse of time or both would constitute such an Event of Default has occurred and is continuing, Lessee shall have the option to terminate the Lease for all, but not less than all, of the Equipment on the rental payment date for the twenty-fourth (24th) monthly rental payment (the "Early Termination Date"). Lessee shall notify Lessor in writing of Lessee's intention to exercise such termination option at least ninety (90) days prior to the Early Termination Date of such Lease. Lessee shall pay to Lessor on the Early Termination Date an aggregate amount (the "Termination Amount") equal to: (i) all rental payments, late charges and other amounts due and owing under the Lease, including the rental payment due on the Early Termination Date, plus (ii) any and all taxes, assessments and other charges due in connection with the termination of the Lease; plus (iii) 64% of the original Acquisition Cost of the Equipment as set forth herein.

In addition to the payment of the Termination Amount, Lessee shall return all of the Equipment to Lessor on the Early Termination Date pursuant to and in the condition required by the terms of the Lease.

In the event Lessee shall not pay the Termination Amount on the Early Termination Date and return the Equipment to Lessor pursuant to, and in the condition required by the Lease, then the Lease Term for the Equipment shall continue in full force and effect and this Early Termination Option shall be null and void and of no further force or effect.

8. **EARLY PURCHASE OPTION:** So long as no Event of Default under the Lease, nor any event which upon notice or lapse of time or both would constitute such an Event of Default has occurred and is continuing, Lessee shall have the option to terminate the Lease and purchase all, but not less than all, of the Equipment on the rental payment date for the sixtieth (60th) monthly rental payment (the "Early Purchase Option Date"). Lessee shall notify Lessor in writing of Lessee's intention to exercise such early purchase option at least ninety (90) days prior to the Early Purchase Option Date of such Lease. Lessee shall pay to Lessor on the Early Purchase Option Date an aggregate amount (the "Purchase Price") equal to: (i) all rental payments, late charges and other amounts due and owing under the Lease, including the rental payment due on the Early Purchase Option Date; plus (ii) any and all taxes, assessments and other charges due in connection with the termination of the Lease and the purchase of the Equipment; plus (iii) 28.02% of the original Acquisition Cost of the Equipment as set forth herein.

Provided that Lessor shall have received the Purchase Price on the Early Purchase Option Date, Lessor shall convey all of its right, title and interest in and to the Equipment to Lessee on the Early Purchase Option Date, on an "AS-IS", "WHERE-IS" BASIS WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, and without recourse to Lessor, provided however, that notwithstanding anything else herein to the contrary, Lessor shall warrant that the Equipment is free and clear of all liens, charges and encumbrances created by, through or under Lessor, and that Lessor has good and lawful right, power and authority to sell said Equipment to Lessee.

In the event Lessee shall not pay the Purchase Price on the Early Purchase Option Date then the Initial Lease Term or any renewal term for the Equipment shall continue in full force and effect and this Early Purchase Option shall be null and void and of no further force or effect.

9. **PURCHASE OPTION:** So long as no Event of Default, nor any event which upon notice or lapse of time or both would constitute an Event of Default, has occurred and is continuing under the Lease, and the Lease has not been earlier terminated, and upon not less than ninety (90) days prior written notice, Lessee shall have the option, upon expiration of the Initial Lease Term, renewal term or Extended Term, to purchase all, but not less than all, of Lessor's right, title and interest in and to the Equipment at the end of the Lease Term for a Purchase Option Price (hereinafter defined), on the last day of the Lease Term, in immediately available funds.

The Purchase Option Price shall be equal to the Fair Market Value of the Equipment (hereinafter defined) plus any sales, use, property or excise taxes on or measured by such sale, any other amounts accrued and unpaid under the Lease and any other expenses of transfer including UCC termination fees.

The "Fair Market Value" of the Equipment, shall be determined on the basis of, and shall be equal in amount to the value which would be obtained in, an arm's-length transaction between an informed and willing buyer-user (other than a lessee currently in possession or a used equipment dealer) and an informed and willing seller under no compulsion to sell and, in such determination, costs of removal from the location of current use shall not be a deduction from such value. For purposes of determining Fair Market Value it will be assumed that as of the date of determination that the Equipment is in at least the condition required by the Lease. If during or after the period of thirty (30) days from Lessor's receipt of the aforesaid written notice from Lessee of Lessee's intention to exercise said purchase option, Lessor and Lessee determine that they cannot agree upon such fair market value, then such value shall be determined in accordance with the foregoing definition by a qualified independent appraiser as selected by mutual agreement between Lessor and Lessee, or failing such agreement, by a panel of three independent appraisers, one of whom shall be selected by Lessor, the second by Lessee and the third designated by the first two selected. If any party refuses or fails to appoint an appraiser or a third appraiser cannot be agreed upon by the other two appraisers, such appraiser or appraisers shall be selected in accordance with the rules for commercial arbitration of the

013 Exhibit 12.doc

American Arbitration Association. The appraisers shall be instructed to make such determination within a period of twenty (20) days following appointment, and shall promptly communicate such determination in writing to Lessor and Lessee. The determination of Fair Market Value so made by the sole appraiser or by a majority of the appraisers, if there is more than one, shall be conclusively binding upon both Lessor and Lessee. All appraisal costs, fees and expenses shall be payable by Lessee. The sale of the Equipment by Lessor to Lessee shall be on an AS-IS, WHERE-IS basis, without recourse to, or warranty by, Lessor, provided however, that notwithstanding anything else herein to the contrary, Lessor shall warrant that the Equipment is free and clear of all liens, charges and encumbrances created by, through or under Lessor, and that Lessor has good and lawful right, power and authority to sell said Equipment to Lessee.

Lessee shall be deemed to have waived this Purchase Option unless it provides Lessor written notice of its irrevocable election to exercise this option within fifteen (15) days after Lessee is advised of the Fair Market Value of the Equipment.

Lessee may elect to return all, but not less than all, of the Equipment at the end of the Initial Lease Term or any renewal term, provided that such return will only be permitted if (i) the Lessee provides the Lessor with written notice of its intention to return the Equipment not less than ninety (90) days prior to the end of the Initial Term, and (ii) the return of the Equipment is in accordance with the terms of the Lease and any Schedules, Acceptance Certificate, Riders, Exhibits and Addenda thereto.

If, for any reason whatsoever, the Lessee does not purchase the Equipment at the end of the Initial Lease Term or any renewal term in accordance with the foregoing, or exercise their option to return the Equipment as set forth above, the lease term of the Equipment shall and without further action on the part of Lessee be extended on a month-to-month basis with rentals payable monthly calculated at one hundred five percent (105%) of the highest monthly rental payable during the Initial Lease Term (the "Extended Term"). At the end of such Extended Term, the Lessee shall have the option to either: (i) return the Equipment to the Lessor in accordance with the terms of the Lease; or (ii) purchase the Equipment for its then Fair Market Value as determined in accordance with the provisions set forth above. The Extended Term shall continue until (a) Lessee provides Lessor with not less than ninety (90) days prior written notice of the anticipated date Lessee will return the Equipment and Lessee returns the Equipment in accordance with the return provisions of this Lease, or (b) Lessee provides Lessor with not less than ninety (90) days prior written notice of Lessee's exercise of its Fair Market Value purchase option with respect to the Equipment.

10. STIPULATED LOSS VALUES:

Rental Payment #	Percentage of Acquisition Cost	Rental Payment #	Percentage of Acquisition Cost
1	101.47	37	60.22
2	100.61	38	58.94
3	99.55	39	57.66
4	98.56	40	56.37
5	97.65	41	55.00
6	96.63	42	53.78
7	95.40	43	52.47
8	94.41	44	51.16
9	93.33	45	49.84
10	92.25	46	48.51
11	91.15	47	47.18
12	90.05	48	45.84
13	88.95	49	44.50
14	87.83	50	43.15
15	86.71	51	41.79
16	85.58	52	40.43
17	84.44	53	39.06
18	83.29	54	37.60
19	82.14	55	36.31

015 Exhibit 12.doc

Rental Payment #	Percentage of Acquisition Cost	Rental Payment #	Percentage of Acquisition Cost
20	80.97	56	34.92
21	79.81	57	33.63
22	78.63	58	32.13
23	77.45	59	30.72
24	76.26	60	29.31
25	75.06	61	27.89
26	73.89	62	26.47
27	72.65	63	25.04
28	71.44	64	23.61
29	70.22	65	22.17
30	68.99	66	20.72
31	67.76	67	19.27
32	66.52	68	17.82
33	65.27	69	16.35
34	64.01	70	14.88
35	62.75	71	13.40
36	61.49	72	11.92

Stipulated Loss Values are due in addition to the Rental Payment due on the same date.

IN WITNESS WHEREOF, the parties hereto certify that they have read, accepted and caused this Individual Leasing Record to be duly executed by their respective officers thereunto duly authorized.

Dated: 3/30/09

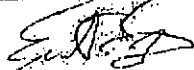
LESSOR:

Siemens Financial Services, Inc.

By: Carol Walters

Name: CAROL WALTERS

Title: VICE PRESIDENT DOCUMENTATION



Ernest Errigo  
Sr. Transaction Coordinator

LESSEE:

National Medical Care, Inc.

By: Mark Pawlett

Name: MARK PAWLETT

Title: TREASURER

015 Exhibit 12.doc



**DELL****QUOTATION**

QUOTE #: 485293558

Customer #: 84405601

Contract #: 70137

Customer Agreement #: Dell Std Terms

Quote Date: 4/22/09

Date: 4/22/09 12:33:14 PM

Customer Name: FRESENIUS MEDICAL CARE N A

TOTAL QUOTE AMOUNT:	\$975.02		
Product Subtotal:	\$864.59		
Tax:	\$46.43		
Shipping & Handling:	\$64.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$584.51	GROUP TOTAL: \$584.51
Base Unit:	OptiPlex 760 Small Form Factor Base Standard PSU (224-2219)		
Processor:	OptiPlex 760, Core 2 Duo E7300/2.66GHz, 3M, 1066FSB (311-9514)		
Memory:	2GB, Non-ECC, 800MHz DDR2, 2X1GB OptiPlex (311-7374)		
Keyboard:	Dell USB Keyboard, No Hot Keys English, Black, OptiPlex (330-1987)		
Monitor:	Dell UltraSharp 1708FP BLK w/AdjStn, 17 inch, 1x08FP BLK OptiPlex, Precision and Latitude (320-7682)		
Video Card:	Integrated Video, GMA 4500, Dell OptiPlex 760 and 960 (320-7407)		
Hard Drive:	80GB SATA 3.0Gb/s and 8MB DataBurst Cache, Dell OptiPlex (341-8006)		
Floppy Disk Drive:	No Floppy Drive with Optical Filler Panel, Dell OptiPlex Small Form Factor (341-4609)		
Operating System:	Windows XP PRO SP3 with Windows Vista Business License English, Dell OptiPlex (420-9570)		
Mouse:	Dell USB 2 Button Optical Mouse with Scroll, Black OptiPlex (330-2733)		
NIC:	ASF Basic Hardware Enabled Systems Management (330-2901)		
CD-ROM or DVD-ROM Drive:	24X24 CDRW/DVD Combo, with Cyberlink Power DVD, No Media Media, Dell OptiPlex 960 Small Form Factor (313-7071)		
CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD 8.1, with Media, Dell OptiPlex/Precision (420-9179)		
Sound Card:	Heat Sink, Mainstream, Dell OptiPlex Small Form Factor (311-9520)		
Speakers:	Dell AX510 black Sound Bar for UltraSharp Flat Panel Displays Dell OptiPlex/Precision/ Latitude (313-6414)		
Cable:	OptiPlex 760 Small Form Factor Standard Power Supply (330-1984)		
Documentation Diskette:	Documentation, English, Dell OptiPlex (330-1710)		
Documentation Diskette:	Power Cord, 125V, 2M, C13, Dell OptiPlex (330-1711)		
Factory Installed Software:	No Dell Energy Smart Power Management Settings, OptiPlex (467-3664)		
Feature:	Resource DVD contains Diagnostics and Drivers for Dell OptiPlex 760 Vista (330-2019)		
Service:	ProSupport for IT: Next Business Day Parts and Labor Onsite Response Initial Year (991-6370)		
Service:	ProSupport for IT: Next Business Day Parts and Labor Onsite Response 2 Year Extended (991-3642)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Initial Year (992-6507)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (992-6508)		
Service:	ProSupport for IT: 7x24 Technical Support for certified IT Staff, Initial (984-6640)		
Service:	ProSupport for IT: 7x24 Technical Support for certified IT Staff, 2 Year Extended (984-0002)		
	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a>		

Service:	or call 1-866-516-31 (989-3449)
Installation:	Standard On-Site Installation Declined (900-9987)
Installation:	Standard On-Site Installation Declined (900-9987)
Misc:	Shipping Material for System Cypher Small Form Factor, Dell OptiPlex (330-2193)
	Vista Premium Downgrade Relationship Desktop (310-9161)
	CFI Routing SKU (366-0257)
	CFI, Rollup, Integration Service, Image Load (366-1416)
	CFI, Rollup, Custom Project, Fee for ESLH (366-1551)
	CFI, Rollup, Integration Services, BIOS Setting (366-1556)
	CFI, Information, Vista To WXP ONLY, Factory Install (372-6272)
	CFI, Software, Image, Quick Image, Titan, Factory Install (372-9740)
	CFI, BIOS, Across Line Of Business, Wakeup-on-lan, Enable, Factory Install (374-4558)
	CFI, Information, OptiPlex 760 Only, Factory Install (374-8402)

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
Office 2007 Sngl C 021-07777 (A0748570)	1	\$259.68	\$259.68
Windows Server CAL 2008 Sngl MVL Device CAL C R18-02830 (A1511502)	1	\$20.40	\$20.40
Number of S & A Items: 2		S&A Total Amount: \$280.08	

SALES REP:	PHIL CLINTON	PHONE:	1800-274-3355
Email Address:	Phil_Clinton@Dell.com	Phone Ext:	723-3128

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-230-4217. You may also place your order online at [www.dell.com/qto](http://www.dell.com/qto)

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

Prices and tax rates are valid in the U.S. only and are subject to change.

**\*\*Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax\_Department@dell.com. \*\***

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at [US\\_Dell\\_ARS\\_Requests@dell.com](mailto:US_Dell_ARS_Requests@dell.com). Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL [www.dell.com/environmentalfee](http://www.dell.com/environmentalfee)

**Criterion 1120.310 Financial Viability**

Financial Viability Waiver

This project is being funded entirely through cash and securities thereby meeting the criteria for the financial waiver.



2010 Financial Statements for Fresenius Medical Care Holdings, Inc. were submitted previously to the Board with #11-022, Fresenius Medical Care Lockport and are the same financials that pertain to this application. In order to reduce bulk these financials can be referred to if necessary.



# Fresenius Medical Care

To: Illinois CON

August 31, 2011

Fresenius Medical Care Holdings, Inc (the Company or FMCH) summary of discussion points with Illinois CON for the meeting in early August, 2011. We discussed several points related to the rating and credit quality of the Company as follows:

1. Most ratings of the Company are higher than the ratings for our Senior Notes. Our Senior Secured ratings are investment grade and our Accounts Receivable Commercial Paper Facility is structured to a AA rating. See ratings summary below:

	Standard & Poor's	Moody's	Fitch
Corporate Credit Rating	BB	Ba1	BB+
Outlook	Positive	stable	stable
Secured Debt	BBB-	Baa3	BBB
Unsecured Debt	BB	Ba2	BB+

2. The market's evaluation of the Company's bonds is far more positive than the rating agencies assessment would indicate. The Company's yields trade in line with BBB investment grade rated companies and much lower than the index for BB rated companies. That chart was on Page 7 of our presentation.
3. Moody's has published its standards for investment grade ratings. Of the six criteria, the Company meets or exceeds four of the criteria.
4. The company has substantial liquidity (over a billion \$'s) to meet all of its obligations in Illinois and elsewhere.

Additionally, in the discussion following our presentation, the topic of the company's size was brought up as a negative. We did not have the opportunity to address that issue during the meeting, so we will address it here. During the credit crisis, many of the physician practices we do business with had difficulty raising money. The banking market was closed to many, if not most, physician practices and businesses. Due to our size and the strength of our credit, the banking and capital markets were still open to us. We assisted many of our partners with liquidity when they unable to access it. Furthermore, Illinois is better served by having a strong and committed partner who is willing to continue to invest capital, reduce health care costs, add jobs and grow in the state.

Mark Fawcett  
 Vice President, Treasurer  
 Fresenius Medical Care NA

## **Fresenius Medical Care North America**

Corporate Headquarters: 920 Winter St Waltham, MA 02451 (781) 699-2668

### Criterion 1120.310 (c) Reasonableness of Project and Related Costs

Read the criterion and provide the following:

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

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New Circ.*		Gross Sq. Ft. Mod. Circ.*		Const. \$ (A x C)	Mod. \$ (B x E)	
ESRD		\$134.47			8,500			\$1,143,000	\$1,143,000
Contingency		13.29			8,500			113,000	113,000
TOTALS		147.76			8,500			1,256,000	1,256,000

\* Include the percentage (%) of space for circulation

### Criterion 1120.310 (d) – Projected Operating Costs

#### Year 2014

Salaries	\$491,904
Benefits	122,976
Supplies	<u>78,624</u>
Total	\$693,504

Annual Treatments 8,986

Cost Per Treatment \$77.18

### Criterion 1120.310 (e) – Total Effect of the Project on Capital Costs

#### Year 2014

Depreciation/Amortization	\$232,396
Interest	<u>0</u>
CAPITAL COSTS	\$232,396

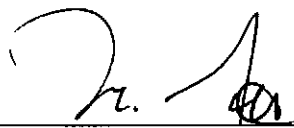
Treatments: 8,986

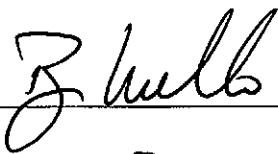
Capital Cost per treatment \$25.86

**Criterion 1120.310(a) Reasonableness of Financing Arrangements**

Fresenius Medical Care East Aurora, LLC

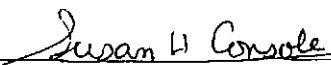
The applicant is paying for the project with cash on hand, and not borrowing any funds for the project. However, per the Board's rules the entering of a lease is treated as borrowing. As such, we are attesting that the entering into of a lease (borrowing) is less costly than the liquidation of existing investments which would be required for the applicant to buy the property and build a structure itself to house a dialysis clinic. Further, should the applicant be required to pay off the lease in full, its existing investments and capital retained could be converted to cash or used to retire the outstanding lease obligations within a sixty (60) day period.

By:   
Title: **Mark Fawcett**  
**Vice President & Treasurer**

By:   
Title: **Bryan Mello**  
**Assistant Treasurer**

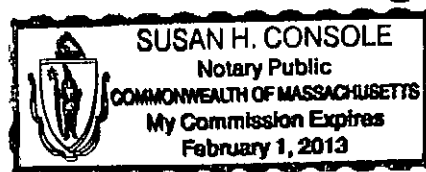
Notarization:  
Subscribed and sworn to before me  
this 10 day of Oct, 2011

Notarization:  
Subscribed and sworn to before me  
this 10 day of Oct, 2011

Signature of Notary  Signature of Notary.

Seal

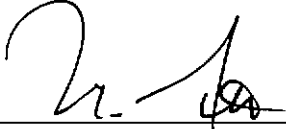
Seal



**Criterion 1120.310(a) Reasonableness of Financing Arrangements**

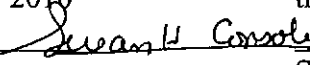
Fresenius Medical Care Holdings, Inc.

The applicant is paying for the project with cash on hand, and not borrowing any funds for the project. However, per the Board's rules the entering of a lease is treated as borrowing. As such, we are attesting that the entering into of a lease (borrowing) is less costly than the liquidation of existing investments which would be required for the applicant to buy the property and build a structure itself to house a dialysis clinic. Further, should the applicant be required to pay off the lease in full, its existing investments and capital retained could be converted to cash or used to retire the outstanding lease obligations within a sixty (60) day period.

By:   
Mark Fawcett  
Vice President & Asst. Treasurer  
ITS: \_\_\_\_\_

By:   
Bryan Mello  
Assistant Treasurer  
ITS: \_\_\_\_\_

Notarization:  
Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2010

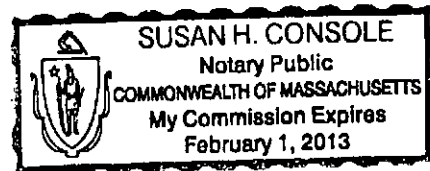
  
Signature of Notary

Seal

Notarization:  
Subscribed and sworn to before me  
this 10 day of Oct, 2010

\_\_\_\_\_  
Signature of Notary

Seal





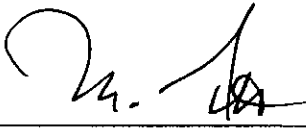
**Criterion 1120.310(b) Conditions of Debt Financing**


Fresenius Medical Care Holdings, Inc.

In accordance with 77 ILL. ADM Code 1120, Subpart D, Section 1120.310, of the Illinois Health Facilities & Services Review Board Application for Certificate of Need; I do hereby attest to the fact that:

There is no debt financing. The project will be funded with cash and leasing arrangements; and

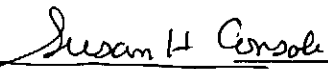
The expenses incurred with leasing the proposed facility and cost of leasing the equipment is less costly than constructing a new facility or purchasing new equipment.

By:   
ITS: Mark Fawcett  
Vice President & Asst. Treasurer

By:   
ITS: **Bryan Mello**  
**Assistant Treasurer**

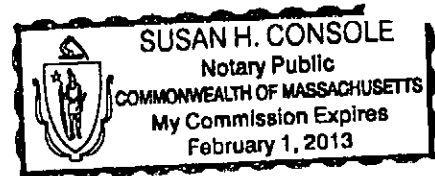
Notarization:  
Subscribed and sworn to before me  
this      day of     , 2011

Notarization:  
Subscribed and sworn to before me  
this 10 day of Oct, 2011

Signature of Notary  Signature of Notary

Seal

Seal



## Safety Net Impact Statement

The establishment of the Fresenius Medical Care East Aurora dialysis facility will not have any impact on safety net services in the Aurora area. Outpatient dialysis services are not typically considered "safety net" services, to the best of our knowledge. However, we do provide care for patients in the community who are economically challenged and/or who are undocumented aliens, who do not qualify for Medicare/Medicaid. We assist patients who do not have insurance in enrolling when possible in Medicaid and/or Medicaid as applicable, and also our social services department assists patients who have issues regarding transportation and/or who are wheel chair bound or have other disabilities which require assistance with respect to dialysis services and transport to and from the unit.

This particular application will not have an impact on any other safety net provider in the area, as no hospital within the area provides dialysis services on an outpatient basis.

Fresenius Medical Care is a for-profit publicly traded company and is not required to provide charity care, nor does it do so according to the Board's definition. However, Fresenius provides care to all patients regardless of their ability to pay. There are a number of patients treated by Fresenius who either do not qualify for or will not seek any type of coverage for dialysis services. These patients are considered "self-pay" patients. These patients are invoiced as all patients are invoiced, however payment is not expected and Fresenius does not initiate any collections activity on these accounts. These unpaid invoices are written off as bad debt. Fresenius notes that as a for profit entity, it does pay sales, real estate and income taxes. It also does provide community benefit by supporting various medical education activities and associations, such as the Renal Network and National Kidney Foundation.

The table below shows the amount of "self-pay" care provided for the 3 fiscal years prior to submission of the application for all Fresenius Medical Care facilities in Illinois and the amount of care provided to Medicaid patients for the three fiscal years prior to submission of the application for all Fresenius Medical Care facilities in Illinois.

SAFETY NET INFORMATION			
<b>CHARITY/CARE (Uncompensated Care)</b>			
	<b>2008</b>	<b>2009</b>	<b>2010</b>
<b>Charity (# Uncomp patients)</b>	282	243	143
<b>Charity (# Uncomp treatments)</b>	14,557	15,457	7,047
<b>Charity (Uncomp) Cost</b>	3,402,665	3,489,213	1,307,433
<b>MEDICAID</b>			
	<b>2008</b>	<b>2009</b>	<b>2010</b>
<b>Medicaid (Patients)</b>	1,561	1,723	1,809
<b>Medicaid (Treatments)</b>	122,615	132,658	154,591
<b>Medicaid (Revenue)</b>	36,159,588	39,748,886	43,795,183

There is no other information directly relevant to safety net services.

(See attachment 44 for Uncompensated and Medicaid Care by facility)



## Charity Care Information

The applicant(s) do not provide charity care at any of their facilities. The applicant(s) are for profit corporations and do not receive the benefits of not for profit entities, such as sales tax and/or real estate exemptions, or charitable donations. The applicants are not required, by any State or Federal law, including the Illinois Healthcare Facilities Planning Act, to provide charity care. The applicant(s) are prohibited by Federal law from advising patients that they will not be invoiced for care, as this type of representation could be an inducement for patients to seek care prior to qualifying for Medicaid, Medicare or other available benefits.

The applicants do provide access to care at all of its clinics regardless of payer source or whether a patient is likely to receive treatments for which the applicants are not compensated. Uncompensated care occurs when a patient is not eligible for any type of insurance coverage (whether private or governmental) and receives treatment at our facilities. This represents a small number of patients, as Medicare covers all dialysis services as long as an individual is entitled to receive Medicare benefits (i.e. has worked and paid into the social security system as a result) regardless of age. In addition, in Illinois Medicaid covers patients who are undocumented and/or who do not qualify for Medicare, and who otherwise qualify for public assistance. Also, the American Kidney Fund provides low cost insurance coverage for patients who meet the AKF's financial parameters and who suffer from end stage renal disease (see uncompensated care attachment). The applicants work with patients to procure coverage for them as possible whether it be Medicaid, Medicare and/or coverage through the AKF. The applicants donate to the AKF to support its initiatives.

The applicants accept all patients regardless of payer source. If a patient has no available insurance coverage, they are billed for services rendered, and after three statement reminders the charges are written off as bad debt. Collection actions are not initiated unless the applicants are aware that the patient has substantial financial resources available and/or the patient has received reimbursement from an insurer for services we have rendered, and has not submitted the payment for same to the applicants

## Uncompensated Care By Facility

Facility	Uncompensated Treatments			Uncompensated Costs		
	2008	2009	2010	2008	2009	2010
Fresenius Alsip	33	0	0	9,960	0	0
Fresenius Antioch	73	102	0	21,689	28,682	0
Fresenius Aurora	314	83	87	67,864	18,818	21,087
Fresenius Austin Community	26	140	0	8,284	40,504	0
Fresenius Berwyn	713	715	228	199,885	163,817	52,363
Fresenius Blue Island	77	174	80	21,901	49,341	22,611
Fresenius Bolingbrook	143	48	21	31,451	12,317	5,081
Fresenius Bridgeport	395	528	45	99,428	118,493	10,991
Fresenius Burbank	248	721	49	63,286	185,201	12,597
Fresenius Carbondale	10	79	42	2,500	20,723	11,262
Fresenius Chicago	243	328	45	66,732	89,972	14,202
Fresenius Chicago Westside	162	146	0	77,512	46,548	0
Fresenius Congress Parkway	237	176	14	63,900	46,511	3,760
Fresenius Crestwood	219	67	320	59,373	17,034	84,179
Fresenius Decatur	0	0	0	0	0	0
Fresenius Deerfield	N/A	N/A	0	N/A	N/A	0
Fresenius Downers Grove	137	20	233	31,380	4,878	56,124
Fresenius Du Page West	196	76	34	43,409	18,336	9,290
Fresenius Du Quoin	0	37	10	0	10,433	2,756
Fresenius East Peoria	217	52	0	55,285	12,238	0
Fresenius Elk Grove	343	127	53	75,105	29,711	12,642
Fresenius Evanston	214	194	215	58,821	49,319	63,059
Fresenius Evergreen Park	93	510	197	23,541	140,975	52,782
Fresenius Garfield	311	177	54	97,761	45,903	14,915
Fresenius Glendale Heights	365	159	15	81,125	35,089	3,681
Fresenius Glenview	83	87	46	18,692	19,974	10,095
Fresenius Greenwood	190	251	179	46,374	62,205	42,481
Fresenius Gurnee	285	122	35	67,702	29,403	8,329
Fresenius Hazel Crest	199	34	22	53,440	9,226	6,303
Fresenius Hoffman Estates	87	33	17	19,789	7,418	4,037
Fresenius Jackson Park	454	528	3	115,160	125,578	681
Fresenius Kewanee	0	0	72	0	0	20,619
Fresenius Lake Bluff	212	65	5	54,948	17,317	1,112
Fresenius Lakeview	207	27	13	61,074	7,377	3,217
Fresenius Macomb	0	0	0	0	0	0
Fresenius Marquette Park	148	362	0	39,118	100,681	0
Fresenius McHenry	89	186	5	26,941	57,292	1,332
Fresenius McLean County	115	67	19	31,715	17,291	4,152
Fresenius Melrose Park	0	19	0	0	5,156	0
Fresenius Merrionette Park	0	105	41	0	28,882	9,936
Fresenius Midway	N/A	N/A	0	N/A	N/A	0
Fresenius Mokena	1	44	3	544	16,250	1,012
Fresenius Morris	0	42	104	0	11,267	29,076
Fresenius Naperville	199	301	100	41,182	67,077	22,565
Fresenius Naperville North	57	183	0	18,437	48,627	0
Fresenius Niles	213	152	26	55,817	37,442	6,096

Continued...

### Continued Uncompensated Care by Facility

Facility	Uncompensated Treatments			Uncompensated Costs		
	2008	2009	2010	2008	2009	2010
Fresenius Norridge	13	6	3	3,002	1,506	747
Fresenius North Avenue	0	94	74	0	23,669	18,189
Fresenius North Kilpatrick	48	0	64	11,290	0	14,200
Fresenius Northcenter	118	121	78	30,407	34,727	22,117
Fresenius Northwestern	334	226	77	89,528	58,416	21,695
Fresenius Oak Park	165	126	6	40,346	32,752	1,487
Fresenius Orland Park	188	121	0	43,222	30,148	0
Fresenius Oswego	89	12	1	25,307	3,389	305
Fresenius Ottawa	117	8	2	32,866	2,357	454
Fresenius Pekin	0	0	20	0	0	4,721
Fresenius Peoria Downtown	57	46	45	13,799	10,980	11,301
Fresenius Peoria North	115	54	13	27,782	13,179	3,245
Fresenius Plainfield	N/A	N/A	8	N/A	N/A	6,165
Fresenius Polk	212	231	104	51,467	60,738	26,376
Fresenius Pontiac	40	19	0	9,732	4,801	0
Fresenius Prairie	83	114	54	25,383	32,357	15,634
Fresenius Randolph County	0	4	32	0	1,219	8,913
Fresenius Rockford	70	74	24	18,003	24,267	6,946
Fresenius Rodgers Park	143	328	224	44,464	85,647	60,351
Fresenius Rolling Meadows	228	0	204	55,625	0	53,516
Fresenius Roseland	132	164	99	108,043	61,632	31,345
Fresenius Ross Dialysis Englewood	150	184	8	55,077	56,239	2,132
Fresenius Round Lake	225	182	1	57,640	44,165	255
Fresenius Saline County	13	21	11	3,645	5,583	2,952
Fresenius Sandwich	N/A	18	3	N/A	8,161	985
Fresenius Skokie	0	18	10	0	4,508	2,698
Fresenius South Chicago	424	747	278	115,038	205,498	70,577
Fresenius South Holland	90	127	104	22,191	31,917	26,731
Fresenius South Shore	75	110	8	20,591	30,066	2,086
Fresenius South Suburban	329	566	241	92,140	148,380	64,049
Fresenius Southside	734	483	137	209,871	129,554	34,459
Fresenius Southwestern Illinois	1	0	0	242	0	0
Fresenius Spoon River	66	38	35	14,971	9,033	8,835
Fresenius Spring Valley	1	1	31	236	233	6,422
Fresenius Streator	0	0	0	0	0	0
Fresenius Uptown	50	134	110	35,291	44,148	33,311
Fresenius Villa Park	128	369	27	35,003	95,048	7,258
Fresenius West Belmont	105	191	70	26,984	51,980	18,896
Fresenius West Chicago	0	44	0	0	24,152	0
Fresenius West Metro	241	880	237	54,133	187,505	49,677
Fresenius West Suburban	144	273	146	34,283	65,129	34,504
Fresenius Westchester	207	0	0	56,641	0	0
Fresenius Williamson County	8	0	28	1,812	0	7,468
Fresenius Willowbrook	98	45	0	23,477	10,815	0
<b>Totals</b>	<b>14,557</b>	<b>15,457</b>	<b>7,047</b>	<b>3,402,665</b>	<b>3,489,213</b>	<b>1,307,433</b>

### Medicaid Treatments/Costs By Facility

Facility Name	IL Medicaid Txts			IL Medicaid Costs		
	2008	2009	2010	2008	2009	2010
Fresenius Alsip	726	624	749	219,121	188,700	218,389
Fresenius Antioch	38	148	937	11,398	41,617	257,229
Fresenius Aurora	954	1,230	1,521	206,456	277,862	367,439
Fresenius Austin Community	1,050	1,574	2,111	334,543	455,377	548,468
Fresenius Berwyn	3,466	3,618	4,102	971,639	828,527	941,816
Fresenius Blue Island	1,816	1,901	1,937	516,518	538,138	550,355
Fresenius Bolingbrook	1,481	1,246	1,628	325,729	319,725	393,058
Fresenius Bridgeport	3,928	4,570	5,610	988,745	1,025,015	1,377,275
Fresenius Burbank	2,314	2,142	2,046	590,498	550,210	531,285
Fresenius Carbondale	1,119	1,214	1,650	279,802	318,454	442,445
Fresenius Chicago Dialysis Center	5,862	5,466	5,279	1,609,814	1,499,358	1,666,001
Fresenius Chicago Westside	2,396	3,509	3,807	1,146,416	1,118,745	1,169,530
Fresenius Congress Parkway	3,663	3,685	4,197	987,611	973,822	1,127,227
Fresenius Crestwood	1,045	1,166	1,072	283,308	296,443	282,439
Fresenius Decatur	33	1	136	8,220	226	36,359
Fresenius Deerfield	0	0	100	0	0	67,104
Fresenius Downers Grove	771	1,010	995	176,600	246,416	239,552
Fresenius DuQuoin	302	318	203	78,555	89,666	55,954
Fresenius DuPage West	1,529	2,086	2,725	338,547	502,413	739,997
Fresenius East Peoria	672	607	1,083	171,254	142,462	258,654
Fresenius Elk Grove	950	1,414	1,996	208,018	330,794	480,506
Fresenius Evanston	1,025	1,513	1,535	281,738	384,635	450,064
Fresenius Evergreen Park	3,484	2,284	3,231	881,879	631,675	863,821
Fresenius Macomb	12	212	116	4,123	57,485	36,414
Fresenius Garfield	2,365	2,684	3,299	743,422	696,063	910,918
Fresenius Glendale Heights	1,896	2,085	2,332	421,403	460,132	572,130
Fresenius Glenview	1,091	984	992	245,700	225,914	219,975
Fresenius Morris	30	119	200	8,814	31,923	55,776
Fresenius Greenwood	3,055	3,349	3,712	746,786	830,023	880,965
Fresenius Gurnee	1,614	1,859	2,143	383,406	448,037	517,361
Fresenius Hazel Crest	878	979	657	235,780	265,643	192,621
Fresenius Hoffman Estates	1,406	1,726	2,513	319,804	387,981	596,772
Fresenius Jackson Park	5,402	5,444	5,972	1,370,257	1,294,789	1,626,081
Fresenius Kewanee	81	182	146	27,752	51,043	41,812
Fresenius Lake Bluff	1,002	1,541	1,354	259,707	410,556	334,530
Fresenius Lakeview	1,144	1,398	1,516	337,530	381,943	375,228
Fresenius Marquette Park	2,447	2,339	2,473	646,774	650,535	722,642
Fresenius McLean County	1,147	1,225	1,044	316,325	316,139	228,138
Fresenius McHenry	57	457	546	17,254	140,859	161,482
Fresenius Melrose Park	884	1,015	1,390	243,039	275,447	360,787
Fresenius Merrionette Park	407	1,001	749	114,511	275,340	183,623
Fresenius Midway	0	0	28	0	0	35,987
Fresenius Mokena	0	0	125	0	0	42,159
Fresenius Naperville	318	512	544	65,867	114,163	123,223
Fresenius Naperville North	236	494	654	76,334	131,265	159,418
Fresenius Niles	1,637	1,675	1,914	427,287	412,508	457,523

Continued...

**Continued Medicaid Treatments/Costs By Facility**

Facility Name	IL Medicaid TxTs			IL Medicaid Costs		
	2008	2009	2010	2008	2009	2010
Fresenius Norridge	391	858	1,037	90,276	215,349	257,928
Fresenius North Avenue	1,663	1,818	1,854	399,039	457,777	455,682
Fresenius North Kilpatrick	1,969	2,323	2,504	463,144	537,567	555,449
Fresenius Northcenter	1,236	1,603	1,981	318,505	460,061	565,347
Fresenius Northwestern	3,102	3,103	2,954	830,405	802,076	835,999
Fresenius Oak Park	2,395	1,972	2,142	586,131	512,596	530,585
Fresenius Orland Park	553	734	774	127,136	182,882	213,816
Fresenius Oswego	390	454	482	110,896	128,215	147,203
Fresenius Ottawa	187	141	70	52,529	41,542	21,192
Fresenius Pekin	83	24	136	19,043	5,483	32,924
Fresenius Peoria Downtown	1,297	1,238	1,283	313,988	295,509	325,686
Fresenius Peoria North	511	374	265	123,449	90,842	66,112
Fresenius Plainfield	0	0	390	0	0	128,173
Fresenius Polk	3,502	3,151	3,509	850,172	829,908	891,647
Fresenius Pontiac	157	185	284	38,199	46,749	69,911
Fresenius Prairie	1,513	1,067	1,108	462,703	302,851	323,637
Fresenius Randolph County	188	190	251	59,360	57,884	69,909
Fresenius Rockford	255	540	747	65,584	178,073	216,191
Fresenius Rogers Park	1,705	1,433	1,756	530,142	374,183	473,109
Fresenius Rolling Meadows	1,032	1,543	2,100	251,777	368,801	550,765
Fresenius Roseland	114	641	1,506	93,309	240,891	476,665
Fresenius Ross Dialysis-Englewood	715	814	1,936	262,534	248,798	515,780
Fresenius Roundlake	1,690	1,909	2,661	432,943	463,250	679,000
Fresenius Saline County	485	676	441	136,002	179,725	123,927
Fresenius Sandwich	0	60	145	0	33,384	47,603
Fresenius Skokie	648	850	1,096	178,781	212,937	295,651
Fresenius South Chicago	3,511	3,995	5,002	952,588	1,099,016	1,269,883
Fresenius South Holland	1,318	1,304	1,603	324,973	327,718	412,017
Fresenius South Shore	2,548	2,143	1,900	699,533	585,749	528,209
Fresenius South Suburban	1,317	1,392	1,804	368,844	364,920	479,436
Fresenius Southside	5,108	5,249	6,248	1,460,523	1,407,923	1,577,162
Fresenius Southwestern Illinois	160	296	428	38,702	75,763	115,684
Fresenius Spoon River	0	11	30	0	2,615	7,573
Fresenius Spring Valley	0	39	267	0	9,087	56,218
Fresenius Streator	0	7	34	0	2,757	11,288
Fresenius Uptown	0	701	1,037	0	230,951	315,316
Fresenius Villa Park	970	922	1,037	265,255	237,306	278,881
Fresenius West Belmont	2,240	2,495	3,388	575,654	679,000	921,006
Fresenius West Chicago	0	8	429	0	4,391	151,682
Fresenius West Metro	6,169	6,331	7,147	1,383,891	1,348,204	1,497,052
Fresenius West Suburban	6,355	5,951	5,841	1,512,980	1,419,713	1,385,026
Fresenius Westchester	504	669	429	137,909	171,821	118,436
Fresenius Williamson County	442	363	435	100,123	89,706	118,125
Fresenius Willowbrook	459	474	1,065	109,960	113,915	256,960
<b>Totals</b>	<b>122,615</b>	<b>132,658</b>	<b>154,591</b>	<b>32,355,267</b>	<b>34,055,958</b>	<b>40,270,371</b>

It is noted in the above charts, that the number of patients receiving uncompensated care has declined. This is not because of any policy or admissions changes at Fresenius Medical Care. We still accept any patient regardless of ability to pay. The reduction is due to an aggressive approach within our facilities to obtain insurance coverage for all patients, thus the rise in Medicaid treatments/costs. Nearly all dialysis patients in Illinois will qualify for some type of coverage. Our Financial Coordinators work with patients to assist in finding the right coverage for each patient's particular situation. This coverage applies not only to dialysis services, but all health care services this chronically ill patient population may receive. Therefore, while assisting the patient to obtain coverage benefits the patient and Fresenius, it also assists other health care providers. Mainly though, it relieves patients of the stress of not having coverage or affordable coverage for health care. (see following page for patient coverage options)

**Fresenius Medical Care North America  
Community Care**

Fresenius Medical Care North America (FMCNA) assists all of our patients in securing and maintaining insurance coverage when possible. However, even if for whatever reason insurance (governmental or otherwise) is not available FMCNA does not deny admission for treatment due to lack of insurance coverage.

**American Kidney Fund**

FMCNA works with the American Kidney Fund (AKF) to help patients with insurance premiums at no cost to the patient.

Applicants must be dialyzed in the US or its territories and referred to AKF by a renal professional and/or nephrologist. The Health Insurance Premium Program is a "last resort" program. It is restricted to patients who have no means of paying health insurance premiums and who would forego coverage without the benefit of HIPP. Alternative programs that pay for primary or secondary health coverage, and for which the patient is eligible, such as Medicaid, state renal programs, etc. must be utilized. Applicants must demonstrate to the AKF that they cannot afford health coverage and related expenses (deductible etc.).

Our team of Financial Coordinators and Social Workers connect patients who cannot afford to pay their insurance premiums, with AKF, which provides financial assistance to the patients for this purpose. FMCNA's North Division currently has 2986 patients with primary insurance coverage and 7469 patients with secondary insurance coverage for a total of 10,455 patients receiving AKF assistance. For the state of Illinois we have 632 primary and 1503 secondary patients receiving AKF assistance. The benefit of working with the AKF is the insurance coverage which AKF facilities applies to all of the patient's insurance needs, not just coverage for dialysis services.

**Indigent Waiver Program**

FMCNA has established an indigent waiver program to assist patients who are unable to obtain insurance coverage or who lack the financial resources to pay for medical services. In order to qualify for an indigent waiver, a patient must satisfy eligibility criteria for both annual income and net worth.

**Annual Income:** A patient (including immediate family members who reside with, or are legally responsible for, the patient) may not have an annual income in excess of two (2) times the Federal Poverty Standard in effect at the time. Patients whose annual income is greater than two (2) times the Federal Poverty Standard may qualify for a partial indigent waiver based upon a sliding scale schedule approved by the Office of Business Practices and Corporate Compliance.

**Net Worth:** A patient (including immediate family members who reside with, or are legally responsible for, the patient) may not have a net worth in excess of \$75,000 (or such other amount as may be established by the Office of Business Practices and Corporate Compliance based on changes in the Consumer Price Index

The Company recognizes the financial burdens associated with ESRD and wishes to ensure that patients are not denied access to medically necessary care for financial reasons. At the same time, the Company also recognizes the limitations imposed by federal law on offering "free" or "discounted" medical items or services to Medicare and other government supported patients for the purpose of inducing such patients to receive ESRD-related items and services from FMCNA. An indigent waiver excuses a patient's obligation to pay for items and services furnished by FMCNA. Patients may have dual coverage of AKF assistance and an Indigent Waiver if their financial status qualifies them for both programs.

FMCNA North Division currently has 718 active Indigent Waivers. 21 cover primary balances which means the patient has no insurance coverage, and 697 cover patient balances where there is no supplemental insurance.

Illinois currently has 5 active Indigent Waivers that cover the supplemental balances after the primary insurance pays. There isn't a high volume of Indigent Waivers issued in Illinois because patients are entitled to Medicaid coverage in Illinois.

#### **IL Medicaid and Undocumented patients**

FMCNA has a bi-lingual Regional Insurance Coordinator who works directly with Illinois Medicaid to assist patients with Medicaid applications. An immigrant who is unable to produce proper documentation will not be eligible for Medicaid unless there is a medical emergency. ESRD is considered a medical emergency.

The Regional Insurance Coordinator will petition Medicaid if patients are denied and assist undocumented patients through the application process to get them Illinois Medicaid coverage. This role is actively involved with the Medicaid offices and attends appeals to help patients secure and maintain their Medicaid coverage for all of their healthcare needs, including transportation to their appointments.

#### **FMCNA Collection policy**

FMCNA's collection policy is designed to comply with federal law while not penalizing patients who are unable to pay for services.

FMCNA does not use a collection agency for patient collections unless the patient receives direct insurance payment and does not forward the payment to FMCNA.

## **Medicare and Medicaid Eligibility**

**Medicare:** Patients are eligible for Medicare when they meet the following criteria: age 65 or older, under age 65 with certain disabilities, and people of all ages with End-Stage Renal Disease (permanent kidney failure requiring dialysis or a kidney transplant).

There are three insurance programs offered by Medicare, Part A for hospital coverage, Part B for medical coverage and Part D for pharmacy coverage. Most people don't have to pay a monthly premium, for Part A. This is because they or a spouse paid Medicare taxes while working. If a beneficiary doesn't get premium-free Part A, they may be able to buy it if they (or their spouse) aren't entitled to Social Security, because they didn't work or didn't pay enough Medicare taxes while working, are age 65 or older, or are disabled but no longer get free Part A because they returned to work. Part B and Part D both have monthly premiums. Patients must have Part B coverage for dialysis services.

Medicare does allow members to enroll in Health Plans for supplemental coverage. Supplemental coverage (secondary) is any policy that pays balances after the primary pays reducing any out of pocket expenses incurred by the member.

Medicare will pay 80% of what is allowed by a set fee schedule. The patient would be responsible for the remaining 20% not paid by Medicare. The supplemental (secondary) policy covers the cost of co-pays, deductibles and the remaining 20% of charges.

**Medicaid:** Low-income Illinois residents who can't afford health insurance may be eligible for Medicaid. In addition to meeting federal guidelines, individuals must also meet the state criteria to qualify for Medicaid coverage in Illinois.

## **Self-Pay**

A self-pay patient would not have any type of insurance coverage (un-insured). They may be un-insured because they do not meet the eligibility requirements for Medicare or Medicaid and can not afford a commercial insurance policy.

In addition, a patient balance becomes self-pay after their primary insurance pays, but the patient does not have a supplemental insurance policy to cover the remaining balance. The AKF assistance referenced earlier may or may not be available to these patients, dependent on whether or not they meet AKF eligibility requirements.





Notes

**Trip to Fox Valley Dialysis**

1300 Waterford Dr, Aurora, IL 60504 - (630)

236-1300

2.78 miles - about 6 minutes



**924 E New York St, Aurora, IL 60505-3724**



1. Start out going **east** on **E New York St** toward **Hickory Ave.**

go 0.1 mi



2. Turn **right** onto **N Ohio St.**

go 0.1 mi



3. Turn **left** onto **E Galena Blvd.**

go 0.1 mi



4. Stay **straight** to go onto **Hill Ave.**

go 1.4 mi



5. Turn **left** onto **Montgomery Rd.**

go 0.7 mi



6. Turn **right** onto **Waterford Dr.**

go 0.3 mi



7. **1300 WATERFORD DR** is on the **left.**

go 0.0 mi



**Fox Valley Dialysis - (630) 236-1300**

**1300 Waterford Dr, Aurora, IL 60504**

**Total Travel Estimate : 2.78 miles - about 6 minutes**

All rights reserved. Use subject to [License/Copyright](#) | [Map Legend](#)

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our [Terms of Use](#)



Notes

**Trip to Aurora Dialysis Center**

455 Mercy Ln, Aurora, IL 60506 - (630) 892-7445

3.59 miles - about 9 minutes



**924 E New York St, Aurora, IL 60505-3724**



1. Start out going **northwest** on **E New York St** toward **N Smith St.**

go 1.4 mi



2. Turn **right** onto **N Lake St / IL-31.**

go 1.6 mi



3. Turn **left** onto **W Indian Trl.**

go 0.4 mi



4. Turn **right** onto **Mercy Ln.**

go 0.2 mi



5. **455 MERCY LN** is on the **right.**

go 0.0 mi



**Aurora Dialysis Center - (630) 892-7445**  
**455 Mercy Ln, Aurora, IL 60506**

Total Travel Estimate : 3.59 miles - about 9 minutes

All rights reserved. Use subject to License/Copyright | Map Legend

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our Terms of Use

# MAPQUEST.

**Trip to 516 W 5th Ave**  
Naperville, IL 60563-2901  
8.38 miles - about 15 minutes

Notes

TRIP TO FRESENIUS MEDICAL CARE  
NAPERVILLE NORTH



## 924 E New York St, Aurora, IL 60505-3724



1. Start out going **east** on **E New York St** toward **Hickory Ave.** go 4.6 mi



2. Stay **straight** to go onto **Aurora Ave.** go 1.0 mi



3. Turn **left** onto **W Ogden Ave / US-34 / Ogden Ave.** go 2.0 mi  
Continue to follow **W Ogden Ave / US-34.**



4. Turn **right** onto **Royal St George Dr.** go 0.2 mi



5. **Royal St George Dr** becomes **W 5th Ave.** go 0.6 mi



6. **516 W 5TH AVE** is on the right. go 0.0 mi



## 516 W 5th Ave, Naperville, IL 60563-2901

Total Travel Estimate : 8.38 miles - about 15 minutes

All rights reserved. Use subject to [License/Copyright](#) | [Map Legend](#)

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our [Terms of Use](#)



Trip to 100 Spalding Dr  
Naperville, IL 60540-6550  
7.84 miles - about 15 minutes

Notes

TO FRESENIUS MEDICAL CARE NAPERVILLE



924 E New York St, Aurora, IL 60505-3724



1. Start out going east on E New York St toward Hickory Ave. go 4.6 mi



2. Stay straight to go onto Aurora Ave. go 2.5 mi



3. Turn right onto S West St. go 0.4 mi



4. Turn left onto Martin Ave / W Martin Ave. Continue to follow Martin Ave. go 0.2 mi



5. Turn right onto Brom Dr. go 0.1 mi



6. Turn left onto Spalding Dr. go 0.0 mi



7. 100 SPALDING DR is on the left. go 0.0 mi



100 Spalding Dr, Naperville, IL 60540-6550

Total Travel Estimate : 7.84 miles - about 15 minutes

All rights reserved. Use subject to License/Copyright | Map Legend

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our [Terms of Use](#)



Trip to 1051 Station Dr  
Oswego, IL 60543-5008  
8.16 miles - about 16 minutes

Notes

TRIP TO FRESENIUS MEDICAL CARE OSWEGO



924 E New York St, Aurora, IL 60505-3724



1. Start out going **northwest** on **E New York St** toward **N Smith St.** go 1.4 mi



2. Turn **left** onto **N Lake St / IL-31 S.** go 3.0 mi



3. Merge onto **US-30 W** toward **Sugar Grove.** go 1.4 mi



4. Turn **left** onto **Orchard Rd / CR-9.** Continue to follow **Orchard Rd.** go 2.1 mi



5. Turn **right** onto **Mill Rd.** go 0.0 mi



6. Turn **right** onto **Station Dr.** go 0.1 mi



7. **1051 STATION DR** is on the **right.** go 0.0 mi



1051 Station Dr, Oswego, IL 60543-5008

Total Travel Estimate : 8.16 miles - about 16 minutes

All rights reserved. Use subject to [License/Copyright](#) | [Map Legend](#)

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our [Terms of Use](#)




**Trip to 450 E Roosevelt Rd**  
West Chicago, IL 60185-3905  
11.92 miles - about 20 minutes

Notes


TRIP TO FRESENIUS MEDICAL CARE DUPAGE WEST





**924 E New York St, Aurora, IL 60505-3724**

-  1. Start out going east on E New York St toward Hickory Ave. go 2.7 mi



---

-  2. Turn left onto N Eola Rd. go 4.3 mi


---

-   3. Turn right onto Butterfield Rd / IL-56. go 1.4 mi



---

-   4. Turn left onto IL-59. go 2.2 mi


---

-  5. Turn left onto Joliet St. go 0.9 mi

---

-   6. Turn right onto E Roosevelt Rd / IL-38. go 0.4 mi

---

-  7. 450 E ROOSEVELT RD is on the right. go 0.0 mi



**450 E Roosevelt Rd, West Chicago, IL 60185-3905**

Total Travel Estimate : 11.92 miles - about 20 minutes

All rights reserved. Use subject to License/Copyright | [Map Legend](#)

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our [Terms of Use](#)

# MAPQUEST.

## Trip to 899 Branson Dr

Batavia, IL 60510-7704

10.59 miles - about 21 minutes

### Notes

TRIP TO FRESENIUS MEDICAL CARE WEST  
BATAVIA - ACTUAL ADDRESS IS 2580 W.  
FABYAN PARKWAY.

899 BRANSON DRIVE IS CLOSEST MAPPING  
ADDRESS



### 924 E New York St, Aurora, IL 60505-3724



1. Start out going northwest on E New York St toward N Smith St.

go 1.4 mi



2. Turn right onto N Lake St / IL-31. Continue to follow IL-31.

go 4.2 mi



3. Turn left onto Mooseheart Rd.

go 1.0 mi



4. Turn slight right onto Randall Rd.

go 3.3 mi



5. Turn left onto W Fabyan Pky.

go 0.6 mi



6. Turn left onto Branson Dr.

go 0.2 mi



7. 899 BRANSON DR is on the right.

go 0.0 mi



### 899 Branson Dr, Batavia, IL 60510-7704

Total Travel Estimate : 10.59 miles - about 21 minutes

All rights reserved. Use subject to [License/Copyright](#) | [Map Legend](#)

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our [Terms of Use](#)

# MAPQUEST.

**Trip to 306 Randall Rd**  
Geneva, IL 60134-4200  
11.27 miles - about 21 minutes

Notes

TRIP TO TRI-CITIES DIALYSIS



## 924 E New York St, Aurora, IL 60505-3724



1. Start out going **northwest** on **E New York St** toward **N Smith St.** go 1.4 mi



2. Turn **right** onto **N Lake St / IL-31**. Continue to follow **IL-31**. go 4.2 mi



3. Turn **left** onto **Mooseheart Rd.** go 1.0 mi



4. Turn **slight right** onto **Randall Rd.** go 4.8 mi



5. **306 RANDALL RD** is on the left. go 0.0 mi



## 306 Randall Rd, Geneva, IL 60134-4200

Total Travel Estimate : 11.27 miles - about 21 minutes

All rights reserved. Use subject to [License/Copyright](#) | [Map Legend](#)

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our [Terms of Use](#)



# MAPQUEST.

**Trip to 2320 Michas Dr**  
Plainfield, IL 60586-5045  
16.02 miles - about 24 minutes

Notes

TRIP TO FRESENIUS MEDICAL CARE  
PLAINFIELD



**924 E New York St, Aurora, IL 60505-3724**

- |  |                                                                                                  |           |
|--|--------------------------------------------------------------------------------------------------|-----------|
|  | 1. Start out going <b>east</b> on <b>E New York St</b> toward <b>Hickory Ave.</b>                | go 0.1 mi |
|  | 2. Turn <b>right</b> onto <b>N Ohio St.</b>                                                      | go 0.1 mi |
|  | 3. Turn <b>left</b> onto <b>E Galena Blvd.</b>                                                   | go 0.1 mi |
|  | 4. Stay <b>straight</b> to go onto <b>Hill Ave.</b>                                              | go 2.4 mi |
|  | 5. <b>Hill Ave</b> becomes <b>US-30.</b>                                                         | go 0.7 mi |
|  | 6. Turn <b>slight right</b> onto <b>Harvey Rd.</b>                                               | go 2.1 mi |
|  | 7. <b>Harvey Rd</b> becomes <b>Rance Rd.</b>                                                     | go 0.2 mi |
|  | 8. Turn <b>right</b> onto <b>Stewart Rd / Ridge Rd.</b> Continue to follow <b>Ridge Rd.</b>      | go 5.0 mi |
|  | 9. Turn <b>left</b> onto <b>IL-126.</b>                                                          | go 0.5 mi |
|  | 10. Turn <b>right</b> onto <b>S County Line Rd / Line Rd.</b> Continue to follow <b>Line Rd.</b> | go 3.0 mi |
|  | 11. Turn <b>left</b> onto <b>W Caton Farm Rd.</b>                                                | go 1.8 mi |
|  | 12. Turn <b>right</b> onto <b>Michas Dr.</b>                                                     | go 0.0 mi |

# MAPQUEST.


**Trip to 396 Remington Blvd**  
Bolingbrook, IL 60440-4302  
15.32 miles - about 25 minutes

Notes


TRIP TO U.S. RENAL BOLINGBROOK



**924 E New York St, Aurora, IL 60505-3724**

- 
1. Start out going **east** on **E New York St** toward **Hickory Ave.**
go 0.1 mi

---

- 
2. Turn **right** onto **N Ohio St.**
go 0.1 mi



---

- 
3. Turn **left** onto **E Galena Blvd.**
go 0.1 mi


---

- 
4. Stay **straight** to go onto **Hill Ave.**
go 2.4 mi


---

- 

5. **Hill Ave** becomes **US-30.**
go 3.2 mi


---

- 
6. Turn **left** onto **W 111th St.**
go 6.4 mi


---

- 
7. Turn **right** onto **S Weber Rd.**
go 0.5 mi


---

- 
8. Turn **left** onto **W 115th St.**
go 0.4 mi


---

- 
9. Turn **left** onto **W Remington Blvd.**
go 2.0 mi

---

- 
10. Make a **U-turn** onto **Remington Blvd.**
go 0.0 mi

---

- 
11. **396 REMINGTON BLVD** is on the **left.**
go 0.0 mi



**396 Remington Blvd, Bolingbrook, IL 60440-4302**  
Total Travel Estimate : 15.32 miles - about 25 minutes

146

# MAPQUEST.

**Trip to 1859 N Neltnor Blvd**  
West Chicago, IL 60185-5900  
**15.36 miles - about 25 minutes**

Notes

TRIP TO FRESENIUS MEDICAL CARE WEST  
CHICAGO



## 924 E New York St, Aurora, IL 60505-3724



1. Start out going **east** on **E New York St** toward **Hickory Ave.**

go 2.7 mi



2. Turn **left** onto **N Eola Rd.**

go 4.3 mi



3. Turn **right** onto **Butterfield Rd / IL-56.**

go 1.4 mi



4. Turn **left** onto **IL-59.**

go 6.9 mi



5. **1859 N NELTNOR BLVD.**

go 0.0 mi



## 1859 N Neltnor Blvd, West Chicago, IL 60185-5900

**Total Travel Estimate : 15.36 miles - about 25 minutes**

All rights reserved. Use subject to License/Copyright | Map Legend

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our Terms of Use















Notes

**Trip to Yorkville Dialysis Ctr Llc**

1400 Beecher Rd, Yorkville, IL 60560 -  
(630) 553-6952  
14.51 miles - about 24 minutes



**924 E New York St, Aurora, IL 60505-3724**

-  1. Start out going **northwest** on **E New York St** toward **N Smith St.** go 1.4 mi
-   2. Turn **left** onto **N Lake St / IL-31 S.** go 3.0 mi
-   3. Merge onto **US-30 W** toward **Sugar Grove.** go 4.9 mi
-   4. Turn **left** onto **IL-47.** go 3.3 mi
-  5. Turn **right** onto **Cannonball Trl.** go 1.4 mi
-   6. Turn **right** onto **US-34 / W Veterans Pky / Veterans Pky.** go 0.4 mi
-  7. Turn **right** onto **Beecher Rd.** go 0.0 mi
-  8. **1400 BEECHER RD** is on the right. go 0.0 mi




**Yorkville Dialysis Ctr Llc - (630) 553-6952**  
**1400 Beecher Rd, Yorkville, IL 60560**

Total Travel Estimate : 14.51 miles - about 24 minutes

All rights reserved. Use subject to [License/Copyright](#) | [Map Legend](#)

Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our [Terms of Use](#)

*West Aurora*  
1870 West Galena Boulevard  
Aurora, Illinois 60506  
630-859-6700  
www.dreyermed.com

*Dreyer Medical Clinic*  
 *Advocate*

December 14, 2011

Ms. Courtney Avery  
Administrator  
Illinois Health Facilities & Services Review Board  
525 W. Jefferson St., 2<sup>nd</sup> Floor  
Springfield, IL 62761

Dear Ms. Avery:

I am a nephrologist practicing in the far west suburbs in the Aurora area along with my partner Dr. Fakhruddin. I am the Medical Director of the Fresenius Aurora Dialysis Center and the Fresenius West Batavia Dialysis Center. My partner Dr. Fakhruddin is the Medical Director of the Fresenius Oswego and Fresenius Sandwich dialysis facilities. I am writing in support of the Fresenius Medical Care East Aurora dialysis facility. I have seen significant continual growth of the ESRD population in Aurora in the 20 years that I have been practicing nephrology here and have been affiliated with the current Aurora facility.

Aurora has a large Hispanic and African American population. This is reflected in the demographics of the current Fresenius Aurora dialysis facility. 33% of the hemodialysis patients there are Hispanic and 26% are African American. The majority of patients in this demographic group reside in the immediate area of where the East Aurora facility will be located. I feel it is necessary to provide for this growing population that experiences a risk of diabetes and hypertension (the two main causes of kidney failure) that is twice as high as the general population. Establishing the facility near where the patients live will improve their access to dialysis services.

My practice was treating 133 hemodialysis patients at the end of 2008, 135 patients at the end of 2009 and 153 patients at the end of 2010, as reported to The Renal Network. The practice patient census for the most recent quarter was 157. Over the past twelve months, we have referred 69 new patients for dialysis services to Fresenius Aurora, Fresenius Oswego and to Fresenius Sandwich (this does not include any patients who have transferred in). I have a total of 419 chronic kidney disease patients currently in my practice. Of these there are 83 that will likely be referred to the East Aurora facility in the first two years after project completion. (While these are chronic kidney disease patients I currently see in my office, it is expected that approximately 30% will not make it to dialysis due to death or transferring out of area.) This does not include those patients that present in the emergency department in renal failure who have had no prior kidney disease treatment.

Batavia Fox Valley Villages Hinckley Mercy Campus Oswego Plainfield  
Rush-Copley Campus St. Charles West Aurora West Downer Place Yorkville  
Dreyer Medical Clinic is an affiliate of Advocate Health Care

Physician Referrals  
APPENDIX - 2



**Pre-ESRD PATIENTS OF DR. DODHIA'S PRACTICE THAT WILL LIKELY BE  
REFERRED TO THE EAST AURORA FACILITY**

<b>Zip Code</b>	<b>Initials</b>
60503	MH
60506	JP
60506	RN
60505	HC
60506	DL
60505	EB
60506	DD
60504	TM
60506	JR
60506	CE
60505	AO
60505	EW
60506	ZA
60505	TR
60506	BG
60506	MH
60504	JM
60506	LS
60506	CH
60506	TH
60506	KD
60506	DV
60506	FF
60505	NR
60502	CJ
60506	PR
60506	DT
60505	MJ
60505	FN
60504	JB
60506	MM
60502	WM
60506	LW
60506	MR
60505	FD
60506	DG
60505	RR
60506	LJ
60505	EV
60504	HK
60505	NC

<b>Zip Code</b>	<b>Initials</b>
60505	BF
60505	JM
60506	WM
60506	EC
60504	TN
60504	AC
60506	WJ
60506	AG
60505	FB
60506	CF
60505	RC
60506	EK
60506	MR
60505	NA
60506	JT
60504	SS
60506	MS
60505	JS
60505	MN
60505	GR
60505	RL
60504	FF
60506	HO
60506	JG
60505	GG
60505	AO
60506	GL
60506	HK
60505	EL
60506	GH
60506	DM
60506	EL
60506	JS
60503	MH
60506	ML
60506	OH
60505	EB
60505	DV
60506	ML
60506	JJ
60505	MM
60506	GT

**SUMMARY**

<b>Zip Code</b>	<b>Patients</b>
60502	2
60503	2
60504	8
60505	26
60506	45
<b>Total</b>	<b>83</b>

**NEW REFERRALS OF DR. DODHIA'S PRACTICE FOR TIME PERIOD**  
**12/01/2010 THROUGH 11/30/2011**

Zip Code	Fresenius Medical Care			Total
	Aurora	Oswego	Sandwich	
60134	1			1
60174		1		1
60435		1		1
60446		1		1
60504		2		2
60505	7	1		8
60506	16	5		21
60518			1	1
60520			1	1
60538		7		7
60540	1			1
60542	5			5
60543	1	4		5
60544		1		1
60545			1	1
60548			1	1
60550			1	1
60551			1	1
60552			2	2
60554	1			1
60560	1	1	1	3
60565			1	1
60586		2		2
<b>Total</b>	<b>33</b>	<b>26</b>	<b>10</b>	<b>69</b>



**PATIENTS OF DR. DODHIA'S PRACTICE AT YEAR END 2008**

Zip Code	Fresenius		Fox Valley	Total
	Aurora	Oswego		
60042	1			1
60119	1			1
60120	1			1
60174	2			2
60177	1			1
60503		1		1
60504	1	2	4	7
60505	25	3	1	29
60506	30	3	1	34
60510	3			3
60512		1		1
60538	1	4		5
60540	1			1
60542	6	2		8
60543	2	8	3	13
60545		2		2
60548		5	1	6
60554	3			3
60560		9	2	11
60586		1		1
60605	1			1
60644		1		1
<b>Total</b>	<b>79</b>	<b>42</b>	<b>12</b>	<b>133</b>

**PATIENTS OF DR. DODHIA'S PRACTICE AT YEAR END 2009**

Zip Code	Fresenius Medical Care			Fox Valley	Total
	Aurora	Oswego	Sandwich		
60120	1				1
60174	1				1
60177	1				1
60446		1			1
60447		1			1
60503	1				1
60504	3	1		3	7
60505	29	6		1	36
60506	22	5		1	28
60538	3	6			9
60541			1		1
60542	8	1			9
60543		6		3	9
60545		2	2		4
60548		1	5		6
60551			1		1
60552			1		1
60554	3				3
60560		11		1	12
60644		1			1
61378			1		1
62701			1		1
<b>Total</b>	<b>72</b>	<b>42</b>	<b>12</b>	<b>9</b>	<b>135</b>

**PATIENTS OF DR. DODHIA'S PRACTICE AT YEAR END 2010**

Zip Code	Fresenius Medical Care			Fox Valley	Total
	Aurora	Oswego	Sandwich		
60115			2		2
60119	1				1
60134		1			1
60174	1				1
60177	1				1
60431		1			1
60446		1			1
60503		1			1
60504	2			2	4
60505	32	8		1	41
60506	23	2			25
60510	2				2
60518			1		1
60520			1		1
60538	1	7	1	1	10
60542	13				13
60543	1	8		2	11
60545		2	5		7
60548		1	6		7
60551			2		2
60552		1	1		2
60554	2	1			3
60560		8		1	9
60586		1			1
60606	1				1
60623	1				1
60628		1			1
60644		1			1
61378			1		1
<b>Total</b>	<b>81</b>	<b>45</b>	<b>20</b>	<b>7</b>	<b>153</b>

**PATIENTS OF DR. DODHIA'S PRACTICE 3rd QUARTER 2011**

Zip Code	Fresenius Medical Care			Fox Valley	Total
	Aurora	Oswego	Sandwich		
60174		1			1
60177	1				1
60446		1			1
60503		1			1
60504				2	2
60505	38	7		1	46
60506	28	3			31
60510	1				1
60520			2		2
60538	1	10		1	12
60542	15				15
60543	1	7		2	10
60544		1			1
60545		1	5		6
60548		1	6		7
60550			1		1
60551			4		4
60552		1	1		2
60554		1			1
60560	1	7	2	1	11
61378			1		1
<b>Total</b>	<b>86</b>	<b>42</b>	<b>22</b>	<b>7</b>	<b>157</b>

**DR. DODHIA'S PRACTICE YEAR TO YEAR COMPARISON**

Zip Code	ESRD Patients			
	2008	2009	2010	Sep-11
60042	1	0	0	0
60115	0	0	2	0
60119	1	0	1	0
60120	1	1	0	0
60134	0	0	1	0
60174	2	1	1	1
60177	1	1	1	1
60431	0	0	1	0
60446	0	1	1	1
60447	0	1	0	0
60503	1	1	1	1
60504	7	7	4	2
60505	29	36	41	46
60506	34	28	25	31
60510	3	0	2	1
60512	1	0	0	0
60518	0	0	1	0
60520	0	0	1	2
60538	5	9	10	12
60540	1	0	0	0
60541	0	1	0	0
60542	8	9	13	15
60543	13	9	11	10
60544	0	0	0	1
60544	1	0	0	0
60545	2	4	7	6
60548	6	6	7	7
60550	0	0	0	1
60551	0	1	2	4
60552	0	1	2	2
60554	3	3	3	1
60560	11	12	9	11
60586	1	0	1	0
60605	1	0	0	0
60606	0	0	1	0
60623	0	0	1	0
60628	0	0	1	0
60644	0	1	1	0
61378	0	1	1	1
62701	0	1	0	0
<b>Totals</b>	<b>133</b>	<b>135</b>	<b>153</b>	<b>157</b>