

Original

12-067

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

RECEIVED

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION AUG 01 2012

This Section must be completed for all projects.

HEALTH FACILITIES &
SERVICES REVIEW BOARD**Facility/Project Identification**

Facility Name: <i>Fresenius Medical Care Normal</i>			
Street Address: <i>1531 E. College Avenue</i>			
City and Zip Code: <i>Normal 61761</i>			
County: <i>McLean</i>	Health Service Area	<i>4</i>	Health Planning Area:

Applicant Identification

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

Exact Legal Name: <i>Fresenius Medical Care Normal, LLC d/b/a Fresenius Medical Care Normal</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

☐ Non-profit Corporation	☐ Partnership
☐ For-profit Corporation	☐ Governmental
☐ Limited Liability Company	☐ Sole Proprietorship
☐ 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.

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 Co-Applicant

☐ Non-profit Corporation	☐ Partnership	
☐ For-profit Corporation	☐ Governmental	
☐ Limited Liability Company	☐ Sole Proprietorship	☐ 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: <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>Richard Stotz</i>
Title: <i>Regional Vice President</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>708-498-9365</i>
E-mail Address: <i>richard.stotz@fmc-na.com</i>
Fax Number: <i>708-498-9283</i>

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 & Knight, LLP</i>
Address: <i>131 S. Dearborn, 30th Floor, Chicago, IL 60603</i>
Telephone Number: <i>312-578-6567</i>
E-mail Address: <i>clare.ranalli@hklaw.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>1531 E. College, LLC</i>
Address of Site Owner: <i>10531 Timberwood Circle, Suite D, Louisville, KY</i>
Street Address or Legal Description of Site: <i>1531 E. College Drive, Normal, IL</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.
APPEND DOCUMENTATION AS ATTACHMENT-2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Operating Identity/Licensee

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

Exact Legal Name: <i>Fresenius Medical Care Normal, LLC, d/b/a Fresenius Medical Care Normal</i>			
Address: <i>920 Winter Street, Waltham, MA 02451</i>			
☐	Non-profit Corporation	☐	Partnership
☐	For-profit Corporation	☐	Governmental
☐	Limited Liability Company	☐	Sole Proprietorship
		☐	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.			
APPEND DOCUMENTATION AS ATTACHMENT-3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

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 or www.illinoisfloodmaps.org. **This map must be in a readable format.** In addition please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2005-5 (<http://www.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 Normal, LLC, proposes to establish a 12 station in-center hemodialysis facility at 1531 E. College Avenue, Normal, IL. The facility will be in leased space in a free standing building. The interior of the leased space will be built out by the applicant.

Fresenius Medical Care Normal will be in HSA 4. According to the July 2012 station inventory there is a need for 18 more stations in this HSA.

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.

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
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	994,000	N/A	994,000
Contingencies	109,270	N/A	109,270
Architectural/Engineering Fees	108,130	N/A	108,130
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 918,750 or Equipment 180,525	1,099,275	N/A	1,099,275
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
TOTAL USES OF FUNDS	2,606,675	N/A	2,606,675
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	CLINICAL
Cash and Securities	1,507,400	N/A	1,507,400
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)	1,099,275	N/A	1,099,275
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
TOTAL SOURCES OF FUNDS	2,606,675	N/A	2,606,675
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT-7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Related Project Costs

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

Land acquisition is related to project ☐ Yes ☒ 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 \$ 56,567.

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): October 31, 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-8, 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
REVIEWABLE							
ESRD							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL							

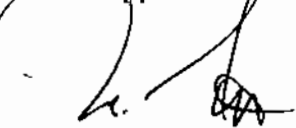
APPEND DOCUMENTATION AS ATTACHMENT-9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

CERTIFICATION

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

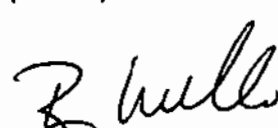
- o in the case of a corporation, any two of its officers or members of its Board of Directors;
- o in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- o in the case of a partnership, two of 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 Normal, 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
PRINTED NAME
Vice President & Treasurer

PRINTED TITLE


SIGNATURE

Bryan Mello
PRINTED NAME
Assistant Treasurer

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this ____ day of _____ 2012

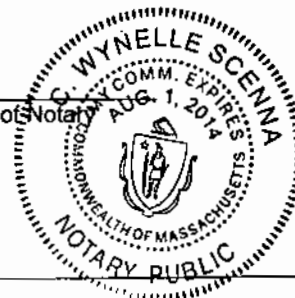
Notarization:
Subscribed and sworn to before me
this 18 day of July 2012

Signature of Notary

Seal

Signature of Notary

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:

- in the case of a corporation, any two of its officers or members of its Board of Directors;
- in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- 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);
- in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- 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.

SIGNATURE

Mark Fawcett
Vice President & Asst. Treasurer

PRINTED NAME

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this ____ day of ____ 2012

Signature of Notary

Seal

SIGNATURE

Bryan Mello
Assistant Treasurer

PRINTED NAME

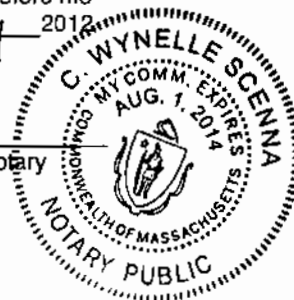
PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 18 day of July 2012

Signature of Notary

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

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

Category of Service	# Existing Stations	# Proposed Stations
☒ In-Center Hemodialysis	0	12

- 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

APPEND DOCUMENTATION AS ATTACHMENT-26, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

- 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:**

1,507,400	a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:
	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
	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;
N/A	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.
N/A	c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
1,099,275	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:
	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;
	2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate;
	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.;
	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;
	5) For any option to lease, a copy of the option, including all terms and conditions.
N/A	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;
N/A	f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
2,606,675	g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
TOTAL FUNDS AVAILABLE	

APPEND DOCUMENTATION AS ATTACHMENT-39, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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	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.			
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									
TOTALS									
* 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:

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			
Total			
Charity (cost in dollars)			
Inpatient			
Outpatient			
Total			
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:

INDEX OF ATTACHMENTS		
ATTACHMENT NO.		PAGES
1	Applicant/Co-applicant Identification including Certificate of Good Standing	22-23
2	Site Ownership	24-30
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	31
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	32
5	Flood Plain Requirements	33
6	Historic Preservation Act Requirements	34
7	Project and Sources of Funds Itemization	35-36
8	Obligation Document if required	37
9	Cost Space Requirements	38
10	Discontinuation	
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13	Alternatives to the Project	46-47
14	Size of the Project	48
15	Project Service Utilization	49
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17	Assurances for Unfinished/Shell Space	
18	Master Design Project	
19	Mergers, Consolidations and Acquisitions	
	Service Specific:	
20	Medical Surgical Pediatrics, Obstetrics, ICU	
21	Comprehensive Physical Rehabilitation	
22	Acute Mental Illness	
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28	General Long Term Care	
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30	Selected Organ Transplantation	
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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	
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38	Freestanding Emergency Center Medical Services	
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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 NORMAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON JULY 13, 2012, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 1220200790

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

*In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 20TH
day of JULY A.D. 2012 .*

Jesse White

SECRETARY OF STATE

Certificate of Good Standing - Applicant

ATTACHMENT - 1

Co-Applicant Identification**[Provide for each co-applicant [refer to Part 1130.220].**Exact Legal Name: *Fresenius Medical Care Holdings, Inc.*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**

- | | | |
|--|--|--------------------------------|
| ☐ Non-profit Corporation | ☐ Partnership | |
| ☐ For-profit Corporation | ☐ Governmental | |
| ☐ Limited Liability Company | ☐ Sole Proprietorship | ☐ 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: <i>1531 E. College, LLC</i>
Address of Site Owner: <i>10531 Timberwood Circle, Suite D, Louisville, KY</i>
Street Address or Legal Description of Site: <i>1531 E. College Drive, Normal, IL</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.
APPEND DOCUMENTATION AS <u>ATTACHMENT-2</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.



Cushman & Wakefield of
Illinois, Inc.
455 N. Cityfront Plaza Drive
Suite 2800
Chicago, IL 60611-5555
(312) 470-1800 Tel
(312) 470-3800 Fax
www.cushwake.com

July 28, 2012

Chad Middendorf
10531 Timberwood Circle, Suite D
Louisville, KY 40223

RE: **Fresenius Medical Care, LLC.**
Letter of Intent - Normal, IL

Dear Chad,

Cushman & Wakefield has been exclusively authorized by FRESENIUS MEDICAL CARE OF ILLINOIS, LLC, to present the following letter of intent to lease space from your company.

FRESENIUS MEDICAL CARE is the world's leading provider of dialysis products and services. The company manages in excess of 1,800 kidney dialysis clinics and 50 billing centers and regional offices throughout North America.

LANDLORD: 1531 E College LLC
10531 Timberwood Circle, Suite D
Louisville, KY 4022

TENANT: FRESENIUS MEDICAL CARE.

LOCATION: 1531 E College Drive
Normal, IL

INITIAL SPACE REQUIREMENTS: Approximately 7,000 contiguous usable square feet.

FRESENIUS MEDICAL CARE may have the need and therefore must have the option to increase or decrease the area by up to ten percent (10%) until approval of final construction drawings.

PRIMARY TERM: An initial lease term of twelve (12) years. The Lease and rent would commence on the date that the facility starts treating patients. For purposes of establishing an actual occupancy date, both parties will execute an amendment after occupancy has occurred, setting forth dates for purposes of calculations, notices, or other events in the Lease that may be tied to a commencement date.

DELIVERY OF PREMISES: Landlord shall deliver the Premises to FRESENIUS MEDICAL CARE for completion of the Tenant Improvements upon substantial completion of the shell.

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

<u>OPTIONS TO RENEW:</u>	Three (3), five (5) year options to renew the Lease. Option rental rates shall be based upon the lower of Fair Market Value or the increase in the Consumer Price Index over the previous five years, capped at 2.5% per year. FRESNIUS MEDICAL CARE shall provide sixty (60) days' prior written notification of its desire to exercise the option.
<u>RENTAL RATE:</u>	\$12.50 Net per rentable square foot.
<u>ESCALATION:</u>	10% increase in years 6 and 11.
<u>TENANT ALLOWANCE:</u>	Please see Building Shell Exhibit. <i>(See attached file: Building Shell Exhibit (Existing Space) 09-15-2011.pdf)</i>
<u>CONCESSIONS:</u>	A rent free period of 3 months upon commencement.
<u>USE:</u>	FRESNIUS MEDICAL CARE shall use and occupy the Premises for the purpose of an outpatient dialysis facility and related office uses and for no other purposes except those authorized in writing by Landlord, which shall not be unreasonably withheld, conditioned or delayed. FRESNIUS MEDICAL CARE may operate on the Premises, at FRESNIUS MEDICAL CARE's option, on a seven (7) days a week, twenty-four (24) hours a day basis, subject to zoning and other regulatory requirements.
<u>DEMISED PREMISES SHELL:</u>	Landlord is responsible for delivery a shell building in conformance with FRESNIUS MEDICAL CARE's specifications attached as <i>(See attached file: Building Shell Exhibit (Existing Space) 09-15-2011.pdf)</i>
<u>CONTRACTOR FOR TENANT IMPROVEMENTS:</u>	FRESNIUS MEDICAL CARE will hire a contractor and/or subcontractors of their choosing to complete their tenant improvements utilizing the tenant allowance. FRESNIUS MEDICAL CARE shall be responsible for the implementation and management of the tenant improvement construction and will not be responsible to pay for Landlord's project manager, if any.
<u>HVAC:</u>	Landlord will provide HVAC service to the space to meet FRESNIUS MEDICAL CARE's requirements as outlined in Exhibit A. FRESNIUS MEDICAL CARE requires HVAC service 24 hours per day, 7 days per week. <i>(See attached file: Building Shell Exhibit (Existing Space) 09-15-2011.pdf)</i>
<u>DELIVERIES:</u>	FRESNIUS MEDICAL CARE requires delivery access to the Premises 24 hours per day, 7 days per week.
<u>EMERGENCY GENERATOR:</u>	FRESNIUS MEDICAL CARE shall have the right, at its cost, to install an emergency generator to service the Premises in a location to be mutually agreed upon between the parties.

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

**SPACE PLANNING/
ARCHITECTURAL AND
MECHANICAL DRAWINGS:**

FRESENIUS MEDICAL CARE will provide all space planning and architectural and mechanical drawings required to build out the tenant improvements, including construction drawings stamped by a licensed architect and submitted for approvals and permits. All building permits shall be the FRESENIUS MEDICAL CARE's responsibility.

**PRELIMINARY
IMPROVEMENT PLAN:**

At this time, please provide AutoCAD files that include one-eighth inch scale architectural drawings of the proposed demised premises and detailed building specifications.

PARKING:

Landlord will provide designated handicapped spaces plus one ambulance space (cost to designate parking spaces to be at Landlord's sole cost and expense).

BUILDING CODES:

FRESENIUS MEDICAL CARE requires that the site, shell and all interior structures constructed or provided by the Landlord to meet all local, State, and Federal building code requirements, including all provisions of ADA.

**CORPORATE
IDENTIFICATION:**

Tenant shall have signage rights in accordance with local code.

**COMMON AREA EXPENSES
AND REAL ESTATE TAXES:**

Tenant shall be responsible for all Real Estate Taxes and Operating Expenses associated with its premises.

**ASSIGNMENT/
SUBLETTING:**

FRESENIUS MEDICAL CARE requires the right to assign or sublet all or a portion of the demised premises to any subsidiary or affiliate without Landlord's consent. Any other assignment or subletting will be subject to Landlord's prior consent, which shall not be unreasonably withheld or delayed.

MAINTENANCE:

Landlord shall, without expense to Tenant, maintain and make all necessary repairs to the exterior portions and structural portions of the Building to keep the building weather and water tight and structurally sound including, without limitation: foundations, structure, load bearing walls, exterior walls, doors and windows, the roof and roof supports, columns, retaining walls, gutters, downspouts, flashings, footings as well as any elevators, water mains, gas and sewer lines, sidewalks, private roadways, landscape, parking areas, common areas, and loading docks, if any, on or appurtenant to the Building or the Premises.

With respect to the parking and other exterior areas of the Building and subject to reasonable reimbursement by Tenant, Landlord shall perform the following, pursuant to good and accepted business practices throughout the term: repainting the exterior surfaces of the building when necessary, repairing, resurfacing, repaving, re-striping, and resealing, of the parking areas; repair of all curbing, sidewalks and directional markers; removal of snow and ice; landscaping; and provision of adequate lighting during all hours of darkness that Tenant shall be open for business.

Tenant shall maintain and keep the interior of the Premises in good repair, free of refuse and rubbish and shall return the same at the expiration or termination of the Lease in as good condition as received by Tenant, ordinary wear and tear, and damage or destruction by fire, flood, storm, civil commotion or other unavoidable causes excepted. Tenant shall be responsible for maintenance and repair of Tenant's equipment in the Premises.

UTILITIES:

Tenant shall pay all charges for water, electricity, gas, telephone and other utility services furnished to the Premises. Tenant shall receive all savings, credits, allowances, rebates or other incentives granted or awarded by any third party as a result of any of Tenant's utility specifications in the Premises. Landlord agrees to bring water, electricity, gas and sanitary sewer to the Premises in sizes and to the location specified by Tenant and pay for the cost of meters to meter their use. Landlord shall pay for all impact fees and tapping fees associated with such utilities.

SURRENDER:

At any time prior to the expiration or earlier termination of the Lease, Tenant may remove any or all the alterations, additions or installations, installed by or on behalf of Tenant, in such a manner as will not substantially injure the Premises. Tenant agrees to restore the portion of the Premises affected by Tenant's removal of such alterations, additions or installations to the same condition as existed prior to the making of such alterations, additions, or installations. Upon the expiration or earlier termination of the Lease, Tenant shall turn over the Premises to Landlord in good condition, ordinary wear and tear, damage or destruction by fire, flood, storm, civil commotion, or other unavoidable cause excepted. All alterations, additions, or installations not so removed by Tenant shall become the property of Landlord without liability on Landlord's part to pay for the same.

**ZONING AND
RESTRICTIVE COVENANTS:**

Landlord confirms that the current property zoning is acceptable for the proposed use as an outpatient kidney dialysis clinic. There are no restrictive covenants imposed by the development, owner, and/or municipality that would in any way limit or restrict the operation of FRESNIUS MEDICAL CARE's dialysis clinic

FLOOD PLAIN:

Landlord confirms that the property and premises is not in a Flood Plain.

CAPITALIZATION TEST:

Landlord will complete the attached Accounting Classification Form to ensure FRESNIUS MEDICAL CARE is not entering into a capitalized lease arrangement.

FINANCING:

Landlord will provide a non-disturbance agreement.

EXCLUSIVITY

Landlord will not, during the term of the Lease and any option terms, lease space in a 5 mile radius to any other provider of hemodialysis services.

ENVIRONMENTAL:

A Phase One Environmental Study will be conducted.

DRAFT LEASE:

FRESENIUS MEDICAL CARE requires the use of its Standard Form Lease, which is attached.

BROKERAGE FEE:

Cushman & Wakefield of Illinois, is the exclusive real estate services provider to FMCNA, its subsidiaries and affiliates. The Landlord will pay a market commission to Cushman & Wakefield of Illinois. The real estate commission shall be payable 50% upon lease execution and 50% upon occupancy. FRESENIUS MEDICAL CARE and FMCNA shall retain the right to offset rent for failure to pay the real estate commission.

LEASE EXECUTION:

Both parties agree that they will make best efforts to reach a fully executed lease document within thirty days of the execution of this letter of intent.

LEASE SECURITY:

Fresenius Medical Holdings Corp shall fully guarantee the lease.

CONFIDENTIAL:

The material contained herein is confidential. It is intended for use of Landlord and Tenant solely in determining whether they desire to enter into a Lease, and it is not to be copied or discussed with any other person.

EXCLUSIVE NEGOTIATING PERIOD:

The parties agree that they will negotiate on an exclusive basis for a period of thirty (30) days from the execution of this document.

NON-BINDING NATURE:

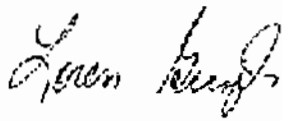
This proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive Lease agreement has been fully executed and delivered by the parties. The parties agree that this proposal is not intended to create any agreement or obligation by either party to negotiate a definitive Lease agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive, fully executed agreement, and without any liability to the other party, either party may (i) propose different terms from those summarized herein, (ii) enter into negotiations with other parties and/or (iii) unilaterally terminate all negotiations with the other party hereto.

If you are in agreement with these terms, please execute the document below and return a copy for our records.

You may email the proposal to loren.guzik@cushwake.com. Thank you for your time and cooperation in this matter, should you have any questions please call me at 312.470.1897.

Sincerely,

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.



Loren Guzik
Senior Director
Office Group
Phone: 312-470-1897
Fax: 312-470-3800
e-mail: loren_guzik@cushwake.com

CC: Mr. Bill Popken

AGREED AND ACCEPTED this 30 day of July, 2012

By Chad Middendorf

Title: General Manager

AGREED AND ACCEPTED this ____ day of _____, 2012

By: _____

Title: _____

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

Operating Identity/Licensee

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

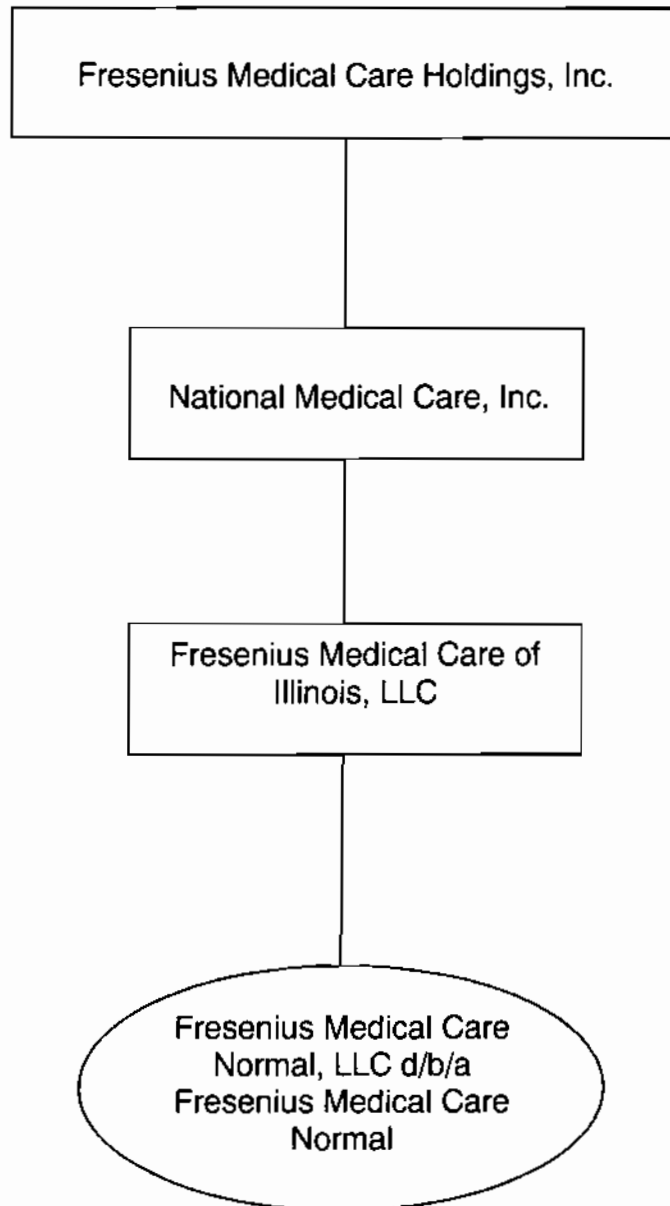
Exact Legal Name: *Fresenius Medical Care Normal, LLC d/b/a Fresenius Medical Care Normal*

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

- | | | |
|--|--|--------------------------------|
| ☐ Non-profit Corporation | ☐ Partnership | |
| ☐ For-profit Corporation | ☐ Governmental | |
| ☐ Limited Liability Company | ☐ Sole Proprietorship | ☐ 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.
- o **Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.**

Certificate of Good Standing at Attachment – 1.



The project is not new construction and is a build out of the interior of existing leased space, therefore this criterion is not applicable.



**Illinois Historic
Preservation Agency**

FAX (217) 782-8161

1 Old State Capitol Plaza • Springfield, Illinois 62701-1512 • www.illinois-history.gov

McLean County

Normal

CON - Lease to Establish a 12-Station Dialysis Clinic
1531 E. College Ave.
IHPA Log #006071112

July 25, 2012

Jean Gibellin
Fresenius Medical Care
1 Westbrook Corporate Center, Suite 1000
Westchester, IL 60154

Dear Ms. Gibellin:

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

Anne E. Haaker
Deputy State Historic
Preservation Officer

SUMMARY OF PROJECT COSTS

Modernization Contracts

General Conditions	49,600
Temp Facilities, Controls, Cleaning, Waste Management	2,500
Concrete	12,700
Masonry	15,000
Metal Fabrications	7,500
Carpentry	87,300
Thermal, Moisture & Fire Protection	17,700
Doors, Frames, Hardware, Glass & Glazing	68,100
Walls, Ceilings, Floors, Painting	160,500
Specialities	12,400
Casework, FI Mats & Window Treatments	6,000
Piping, Sanitary Waste, HVAC, Ductwork, Roof Penetrations	318,000
Wiring, Fire Alarm System, Lighting	192,000
Miscellaneous Construction Costs	44,700
Total	994,000

Contingencies

Contingencies	\$109,270
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Architectural/Engineering

Architecture/Engineering Fees	\$108,130
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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
Total	\$296,000

Fair Market Value Leased Space & Equipment

FMV Leased Space (7,000 GSF)	\$918,750
FMV Leased Dialysis Machines	174,525
FMV Leased Computers	6,000
Total	\$1,099,275

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
REVIEWABLE							
In-Center Hemodialysis	2,606,675		7,000		7,000		
Total Clinical	2,606,675		7,000		7,000		
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL	2,606,675		7,000		7,000		
APPEND DOCUMENTATION AS ATTACHMENT-9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.							

Fresenius Medical Care

Fresenius Medical Care is the leading provider of dialysis products and services in the world and as such has a long-standing commitment to adhere to quality standards that are higher than required by regulatory bodies, to provide compassionate patient centered care, educate patients to become in charge of their health decisions, implement programs to improve clinical outcomes while reducing mortality & hospitalizations and to stay on the cutting edge of technology in development of dialysis related products.

The size of the company and range of services provides healthcare partners/employees and patients with an expansive range of resources from which to draw experience, knowledge and best practices.

Quality Measures – Fresenius Medical Care continually tracks five quality measures on all patients. These are:

- eKdrt/V – tells us if the patient is getting an adequate treatment
- Hemoglobin – monitors patients for anemia
- Albumin – monitors the patient's nutrition intake
- Phosphorus – monitors patient's bone health and mineral metabolism
- Catheters – tracks patients access for treatment, the goal is no catheters which leads to better outcomes

The above measures as well as other clinic operations are discussed each month with the Medical Directors, Clinic Managers, Social Workers, Dietitians, Area Managers and referring nephrologists at each clinic's Quality Assessment Performance Improvement (QAI) meeting to ensure the provision of high quality care, patient safety, and regulatory compliance.

Some of the initiatives that Fresenius has implemented to bring about better outcomes and increase the patient's quality of life are the TOPS program, Right Start Program and The Catheter Reduction Program.

TOPs Program (Treatment Options) – This is a company-wide program designed to reach the pre-ESRD patient (also known as CKD – Chronic Kidney Disease) to educate them about available treatment options when they enter end stage renal disease. TOPs programs are held routinely at local hospitals and physician offices. Treatment options include transplantation, in-center hemodialysis, home hemodialysis, peritoneal dialysis and nocturnal dialysis.

Right Start Program – This is an intensive 90-day intervention program for the new dialysis patient centering on education, anemia management, adequate dialysis dose, nutrition, reduction of catheter use, review of medications and logistical and psychosocial support. The Right Start Program results in improved morbidity and mortality in the long term but also notably in the first 90 days of the start of dialysis.

Catheter Reduction Program – This is a key strategic clinical initiative to support nephrologists and clinical staff with increasing the number of patients dialyzed with a permanent access, preferably a venous fistula (AVF) versus a central venous catheter (CVC) venous fistula). Starting dialysis with or converting patients to an AVF can significantly lower serious complications, hospitalizations and mortality rates. Overall adequacy of dialysis treatment also increases with the use of the AVF.

FRESENIUS MEDICAL CARE CASE MANAGEMENT PROGRAM *Wins National Award*

Fresenius Medical Care's Renal Inpatient Care Management (RICM) program received the 2012 Case In Point Platinum award for the best provider-based case management program in Washington D.C. on May 9th. The Case in Point Platinum Awards program recognizes the most successful case management and care coordination programs and individuals working to make the healthcare delivery system safer, more productive and more cost-effective.

Entry criteria for this award required submission of how the program demonstrated stellar achievements over the past year in the areas of creativity, innovation, leadership, behavioral change, cost containment and patient education, empowerment and engagement. Also required was measurable data and supporting materials, such as outcomes and statistical evidence.

FMCNA's RICM program partners with acute care hospitals to improve patient outcomes and reduce length of stay while optimizing care coordination and providing a smooth transition from inpatient to outpatient care. Through the RICM program, the Company provides the services of a dedicated Renal Inpatient Care Manager, who is a registered nurse with significant dialysis experience, to acute care hospitals to help ensure a comprehensive plan of care for



Renal Inpatient Care Management is one of the Case Management programs overseen by VP of UltraCare Customer Connection **Fern Parlier** (left), and managed by Director of Hospital Case Management **Debra Marshall** (right)



(From left) **Teresa Bottoms**, **Debra Marshall**, **Fern Parlier**, **Donna Garcia**, **Barbara Williams** and **Patrick Henry** were on hand to accept the Case in Point Platinum Award.

renal patients. The scope of services includes patient assessment, care coordination, patient education services, discharge planning and continuous quality improvement. This program has achieved some tremendous outcomes due to the collaborative case management interventions. **Fern Parlier** and her Case Management Department would like to acknowledge all Fresenius Medical Care employees who have contributed to this program's development and success. ■

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

Clinic	Provider #	Address	City	Zip	Fac >10% Medicaid Treatments*
Alsip	14-2630	12250 S. Cicero Ave Ste. #105	Alsip	60803	
Antioch	14-2673	311 Depot St., Ste. H	Antioch	60002	10.2%
Aurora	14-2515	455 Mercy Lane	Aurora	60506	
Austin Community	14-2653	4800 W. Chicago Ave., 2nd Fl.	Chicago	60651	26.5%
Berwyn	14-2533	2601 S. Harlem Avenue, 1st Fl.	Berwyn	60402	16.7%
Blue Island	14-2539	12200 S. Western Avenue	Blue Island	60406	11.6%
Boilingbrook	14-2605	538 E. Boughton Road	Boilingbrook	60440	
Breese		160 N. Main Street	Breese	62230	
Bridgeport	14-2524	825 W. 35th Street	Chicago	60609	30.4%
Burbank	14-2641	4811 W. 77th Street	Burbank	60459	13.3%
Carbondale	14-2514	725 South Lewis Lane	Carbondale	62901	
Champaign	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	45.2%
Chicago Westside	14-2681	1340 S. Damen	Chicago	60608	45.1%
Cicero		3030 S. Cicero	Chicago	60804	
Congress Parkway	14-2631	3410 W. Van Buren Street	Chicago	60624	29.9%
Crestwood	14-2538	4861 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	17.4%
DuQuoin	14-2595	#4 West Main Street	DuQuoin	62832	
East Peoria	14-2562	3300 North Main Street	East Peoria	61611	
Elgin	14-2726	2130 Point Boulevard	Elgin	60123	
Elk Grove	14-2507	901 Biesterfeld Road, Ste. 400	Elk Grove	60007	10.4%
Elmhurst	14-2612	133 E. Brush Hill Road, Suite 4	Elmhurst	60126	
Evanston	14-2621	2953 Central Street, 1st Floor	Evanston	60201	16.4%
Evergreen Park	14-2545	9730 S. Western Avenue	Evergreen Park	60805	
Fairview Heights		821 Lincoln Highway	Fairview Heights	62208	
Garfield	14-2555	5401 S. Wentworth Ave.	Chicago	60609	20.8%
Glendale Heights	14-2617	520 E. North Avenue	Glendale Heights	60139	17.6%
Glenview	14-2551	4248 Commercial Way	Glenview	60025	
Greenwood	14-2601	1111 East 87th St., Ste. 700	Chicago	60619	16.7%
Gurnee	14-2549	101 Greenleaf	Gurnee	60031	20.9%
Hazel Crest	14-2607	17524 E. Carriageway Dr.	Hazel Crest	60429	
Hoffman Estates	14-2547	3150 W. Higgins, Ste. 190	Hoffman Estates	60195	18.8%
Jackson Park	14-2516	7531 South Stony Island Ave.	Chicago	60649	29.8%
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	11.6%
Lakeview	14-2679	4008 N. Broadway, St. 1200	Chicago	60613	22.0%
Lincolnland		1112 Centre West Drive	Springfield	62704	
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	18.1%
McHenry	14-2672	4312 W. Elm St.	McHenry	60050	
McLean Co	14-2563	1505 Eastland Medical Plaza	Bloomington	61704	
Melrose Park	14-2554	1111 Superior St., Ste. 204	Melrose Park	60160	16.7%
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	14-2731	1400 Townline Road	Mundelein	60060	
Naperbrook		2451 S Washington	Naperville	60565	
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	10.8%
Norridge	14-2521	4701 N. Cumberland	Norridge	60656	11.2%

Facility List

ATTACHMENT - 11

North Avenue	14-2602	911 W. North Avenue	Melrose Park	60160	
North Kilpatrick	14-2501	4800 N. Kilpatrick	Chicago	60630	20.8%
Northcenter	14-2531	2620 W. Addison	Chicago	60618	19.6%
Northfield		480 Central Avenue	Northfield	60093	
Northwestern University	14-2597	710 N. Fairbanks Court	Chicago	60611	11.6%
Oak Park	14-2504	773 W. Madison Street	Oak Park	60302	
Orland Park	14-2550	9160 W. 159th St.	Orland Park	60462	
Oswego	14-2677	1051 Station Drive	Oswego	60543	
Ottawa	14-2576	1601 Mercury Circle Drive, Ste. 3	Ottawa	61350	
Palatine	14-2723	691 E. Dundee Road	Palatine	60074	
Pekin	14-2571	600 S. 13th Street	Pekin	61554	
Peoria Downtown	14-2574	410 W. Romeo B. Garrett Ave.	Peoria	61605	
Peoria North	14-2613	10405 N. Juliet Court	Peoria	61615	
Plainfield	14-2707	2320 Michas Drive	Plainfield	60544	
Polk	14-2502	557 W. Polk St.	Chicago	60607	19.9%
Pontiac	14-2611	804 W. Madison St.	Pontiac	61764	
Prairie	14-2569	1717 S. Wabash	Chicago	60616	13.1%
Randolph County	14-2589	102 Memorial Drive	Chester	62233	
River Forest		103 Forest Avenue	River Forest	60305	
Rogers Park	14-2522	2277 W. Howard St.	Chicago	60645	19.2%
Rolling Meadows	14-2525	4180 Winnetka Avenue	Rolling Meadows	60008	11.3%
Roseland	14-2690	135 W. 111th Street	Chicago	60628	19.1%
Ross-Englewood	14-2670	6333 S. Green Street	Chicago	60621	17.6%
Round Lake	14-2616	401 Nippersink	Round Lake	60073	16.8%
Saline County	14-2573	275 Small Street, Ste. 200	Harrisburg	62946	
Sandwich	14-2700	1310 Main Street	Sandwich	60548	
Skokie	14-2618	9801 Wood Dr.	Skokie	60077	
South Chicago	14-2519	9200 S. Chicago Ave.	Chicago	60617	20.4%
South Deering		10559 S. Torrence Ave.	Chicago	60617	
South Holland	14-2542	17225 S. Paxton	South Holland	60473	12.2%
South Shore	14-2572	2420 E. 79th Street	Chicago	60649	16.8%
South Side	14-2508	3134 W. 76th St.	Chicago	60652	21.8%
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 E. 34th Street	Steger	60475	
Streator	14-2695	2356 N. Bloomington Street	Streator	61364	
Uptown	14-2692	4720 N. Marine Dr.	Chicago	60640	16.9%
Waukegan Harbor	14-2727	101 North West Street	Waukegan	60085	
West Batavia	14-2729	2580 W. Fabian Parkway	Batavia	60510	
West Belmont	14-2523	4943 W. Belmont	Chicago	60641	42.3%
West Chicago	14-2702	1859 N. Neltor	West Chicago	60185	13.1%
West Metro	14-2536	1044 North Mozart Street	Chicago	60622	24.6%
West Suburban	14-2530	518 N. Austin Blvd., 5th Floor	Oak Park	60302	15.6%
West Willow	14-2730	1444 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	

*Medicaid percentages are reflected in treatments, not patients. Any patient can have more than one type of coverage in any given year, therefore treatment numbers reflects more accurately the clinic's % of coverage. Only clinics above 10% Medicaid are reported here to show those facilities with significant Medicaid numbers.

All Illinois Clinics are Medicare certified, and do not discriminate against patients based on their ability to pay or payor source.

All clinics are open to all physicians who meet credentialing requirements.

Certification & Authorization

Fresenius Medical Care Normal, 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 Normal, 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: [Signature]
ITS: Mark Fawcett
Vice President & Treasurer

By: [Signature]
ITS: Bryan Mello
Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this _____ day of _____, 2012

Notarization:
Subscribed and sworn to before me
this 18 day of July, 2012

Signature of Notary C. Wynelle Scenna Signature of Notary

Seal



Seal

Certification & Authorization

Fresenius Medical Care Holdings, Inc.

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 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 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: [Signature]

ITS: Mark Fawcett
Vice President & Asst. Treasurer

By: [Signature]

ITS: Bryan Mello
Assistant Treasurer

Notarization:

Subscribed and sworn to before me
this _____ day of _____, 2012

Notarization:

Subscribed and sworn to before me
this 18 day of July, 2012

Signature of Notary C Wynelle Scenna Signature of Notary

Seal



Seal

Criterion 1110.230 – Purpose of Project

1. The purpose of this project is to make dialysis services accessible to a growing ESRD population in McLean County in HSA 4, more specifically the Bloomington/Normal area. The area is growing rapidly and the only facility serving the area, Fresenius McLean County, is just below target utilization at 75%. It will only take six additional patients to reach 80%. There are no other facilities within 30 minutes travel time.
2. The market area that Fresenius Medical Care Normal will serve is primarily the Bloomington/Normal area and all of McLean County, with accessibility by parts of Tazewell and Woodford Counties in Central Illinois.
3. Renal Care Associates has served this area for many years and the McLean County facility has been growing at a steady rate. It is expected to be near capacity by the time the Normal facility begins operations. At the current utilization, there is little shift choice for area patients because the first two shifts of the day remain the preferred and most heavily utilized shifts. Shift choice can greatly impact a patient's life as it relates to family life, jobs, schooling and transportation options. Too, as the facility reaches capacity, there will be no access within 30 minutes travel time.
4. Clinic utilization is obtained from the Renal Network for the 2nd Quarter 2012. Current counts of pre-ESRD patients for the market area were obtained from Dr. Sparrow and Renal Care Associates.
5. The goal of Fresenius Medical Care is to keep dialysis access available to this patient population and address seen and determined need as stated in the inventory's need for 18 additional stations in this HSA. 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.
6. It is expected that this facility would have and maintain the same quality outcomes as the current Fresenius McLean County facility in Bloomington as listed below:
 - o 97% of patients had a URR $\geq$ 65%
 - o 97% of patients had a Kt/V $\geq$ 1.2

Alternatives

1) All Alternatives

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

The only facility currently serving McLean County and a 30 minute travel radius is Fresenius McLean County in Bloomington. This facility is nearing 80% and has shown consistent and steady growth for many years. Given this and Renal Care Associates identified pre-ESRD patients, there is no reason to believe this will not occur. At this point extra access will be needed and is currently reflected in the HSA need for 18 more stations. The Bloomington facility is on the campus of OSF St. Joseph Medical Center and does not have the ability to expand, therefore there is only one alternative that would entail a lesser scope and cost than the project proposed and that would be doing nothing. This was determined not to be a feasible option. If nothing is done to address the need, patients will lose access to treatment. Fresenius Medical Care also does not want to initiate a 4th treatment shift to create access because this is a hardship to patients who finish treatment at midnight. There is no monetary cost associated with this alternative.

One alternative, also not considered, would be to relocate the McLean County clinic and expand. We currently have a lease with OSF Medical Center that does not expire until 05/31/2015. While we could consider it at that point, we have enjoyed a long term relationship with the Hospital and the current site is and has been an optimal location for patients with other hospital services on hand close by. The lease rate at this site is also highly cost effective. The cost of this alternative would be approximately \$4,500,000.

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. Our healthy financial position and abundant liquidity indicate that that we have the ability to support the development of additional dialysis expected financial obligations and does not require any additional funds to meet expected project costs. While this project has the potential to be a joint venture at some point in the future, it currently is not.

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

The option of sending RCA's pre-ESRD patients to underutilized facilities in the area as they require dialysis treatment is not a reasonable option for the patients who live in this market. There is only one facility serving this market and it is nearing 80%. There is no cost to this alternative.

D. As discussed further in this application, the most desirable alternative to keep uninterrupted access to dialysis services available in McLean County, Bloomington/Normal and to address Board determined and observed need is to establish Fresenius Medical Care Normal. The cost of this project is \$2,606,675.

2) Comparison of Alternatives

	Total Cost	Patient Access	Quality	Financial
Maintain Status Quo	\$0	Gradual loss of access as the McLean County facility will reach capacity with identified pre-ESRD patients of RCA. Initiation of 4 th shift.	Patient clinical quality would remain above standards in the Fresenius Medical Care facilities. More missed treatments if patients have to dialyze at night and lower quality of life.	No effect on patients other than possible higher transportation costs if there is need to travel out of area for treatment
Relocate & Expand Fresenius McLean Co.	\$4,500,000	Patients who currently utilize this site would lose easy access to other hospital services.	Patient clinical quality would remain above standards in the Fresenius Medical Care facilities	No effects on patients. Fresenius would incur higher costs in regards to rent and construction.
Pursue Joint Venture	\$1,564,005 \$1,042,670	Cost to Fresenius Medical Care Cost to JV partner	Patient clinical quality would remain above standards	No effect on patients Fresenius Medical Care is capable of meeting its financial obligations and does not require additional funding, however Fresenius maintains control of the facility and therefore final financial responsibility.
Utilize Area Providers	\$0	There are no other area providers. Fresenius McLean County is the only facility within 30 minutes.	N/A	N/A
Establish Fresenius Medical Care Normal	\$2,606,675	Continued access to dialysis treatment as patient numbers continue to grow. Improved access to favored treatment schedule times.	Patient clinical quality would remain above standards Patient satisfaction would improve with facilities closer to patient's home resulting in decreased travel times and additional choice to shift times.	This is an expense to Fresenius Medical Care only who is able to support the development of additional dialysis facilities and is capable of meeting all financial obligations.

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. It is expected that the Normal facility would maintain the same quality outcomes as Fresenius McLean County as listed below:

- 97% of patients had a URR $\geq$ 65%
- 97% of patients had a Kt/V $\geq$ 1.2

Criterion 1110.234, Size of Project

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?
ESRD IN-CENTER HEMODIALYSIS	7,000 (12 Stations)	360-520 DGSF	63 DGSF Per Station	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 7,000 DGSF amounts to 583 DGSF per station and is over the State standard. However, the additional space is needed for a home dialysis department, administrative offices and for future expansion.

Criterion 1110.234, Project Services Utilization

UTILIZATION					
	DEPT/SERVICE	HISTORICAL UTILIZATION	PROJECTED UTILIZATION	STATE STANDARD	MET STANDARD?
	IN-CENTER HEMODIALYSIS	N/A Proposed Facility		80%	
YEAR 1	IN-CENTER HEMODIALYSIS		54%	80%	No
YEAR 2	IN-CENTER HEMODIALYSIS		104%	80%	Yes

Dr. Sparrow has identified 112 pre-ESRD patients (a total of 78 after accounting for a 30% patient loss prior to dialysis commencement) with lab values indicative of active kidney failure who live in the Normal area and that are expected to require dialysis services in the first two years after the Normal facility begins operations.

While the above projections appear the facility will rise above capacity, the current pre-ESRD patients support these numbers. However, calculating when a patient will require dialysis treatment two years out is not an exact science. Each patient is unique and clinical indications can vary greatly.

A. Planning Area Need - Formula Need Calculation:

Fresenius Medical Care Normal is located in Normal, IL in McLean County in HSA 4. There is currently a need for 18 additional stations in this HSA.

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

- A. The primary purpose of this project is to provide in-center hemodialysis services to the residents of McLean County, specifically the Bloomington/Normal area, in HSA 4 where there is a determined need for 18 more stations. 100% of the pre-ESRD patients identified for this project reside in HSA 4.

112 Pre-ESRD Patients Who Will Be Referred To Fresenius Medical Care Normal					
City	County	Zip Code	Patients	H S A	% of Patients
Bloomington	McLean	61701	15	4	13%
Bloomington	McLean	61705	9	4	8%
Carlock	Woodford	61725	1	4	1%
Chenoa	McLean	61726	6	4	5%
Cooksville	McLean	61730	2	4	2%
Danvers	McLean	61732	1	4	1%
Panola	Woodford	61738	6	4	5%
Hudson	McLean	61748	3	4	3%
Lexington	McLean	61753	4	4	4%
Normal	McLean	61761	63	4	56%
Towanda	McLean	61776	2	4	2%
		Total	112		100%



Illinois Kidney Disease & Hypertension Center

Nephrology Associates

Phillip J. Olson, M.D., F.A.C.P.
Robert T. Sparrow, M.D., F.A.S.H.
Benjamin R. Pflederer, M.D.
David C. Rosborough, M.D.
Timothy A. Pflederer, M.D.
Paul T. Dreyer, M.D.
Gordon W. James, M.D.
Robert Bruha, M.D.
Samer B. Sader, M.D.
Anthony R. Horinek, M.D.
Alexander J. Alonso, M.D.
Smitha R. Pamulaparthi, M.D.

Surgery Associates

Beverly L. Ketel, M.D.
Timothy P. O'Connor, M.D., F.A.C.S.

Physician Assistants

Julie A. DeSutter, P.A.-C.
Holly R. Walker, P.A.-C.

Nurse Practitioners

Tonya K. McDougall, M.S.N., F.N.P.
Karen A. Helfers, M.S.N., F.N.P.
Judith A. Dansen, A.P.R.N.-B.C.

Administrator

Beth A. Shaw, MBA

200 E. Pennsylvania Ave., Suite 212
Peoria, IL 61603
Office 309.676.8123
Fax 309.676.8455

1404 Eastland Drive, Suite 103
Bloomington, IL 61701
Office 309.663.4766
Fax 309.663.7238

2355 Broadway Rd.
Pekin, IL 61554

1100 E. Norris Drive
Ottawa, IL 61350

501 E. Grant St.
Macomb, IL 61455

920 West Street
Medical Office Building, Suite 212
Peru, IL 61354

Perry Memorial Hospital
530 Park Avenue East, Room 335
Princeton, IL 61356

107 Tremont Street
Hopedale, IL 61741

Graham Hospital
210 W. Walnut
1st Floor, Outpatient Clinic
Canton, IL 61520

1405 E. 12th St., Suite 600
Mendota, IL 61342

205 South Park
Streator, IL 61364

July 25, 2012

Ms. Courtney Avery

Administrator

Illinois Health Facilities & Services Review Board

525 W. Jefferson St., 2nd Floor

Springfield, IL 62761

Dear Ms. Avery:

My name is Robert Sparrow, M.D. and I am a nephrologist practicing in central Illinois with Renal Care Associates (RCA) and the practice president. I am writing to support the establishment of the Fresenius Normal dialysis facility. The McLean County facility serving the Bloomington/Normal community has been growing steadily over the past several years and is nearing 80% utilization. High utilization limits treatment schedule options and as the utilization continues to rise, access will be severely limited. There are no other facilities within 30 minutes travel time. It is expected that in the next year or two that this facility will be close to capacity making access non-existent. Establishing a facility in Normal will address this need.

I along with my partners at Renal Care Associates have referred 208 new patients for hemodialysis services over the past twelve months. We were treating 563 hemodialysis patients at the end of 2009, 635 at the end of 2010, 728 at the end of 2011 and as of June 30, 2012 we were treating 688. We have over 900 patients in our practice in various stages of kidney failure. There are 112 patients living in the Normal area that I expect would begin dialysis at the new Normal facility (accounting for a 30% loss of patients prior to dialysis commencement approximately 78 will be referred in the first two years of operation of the clinic). This number is separate from the patients that I will continue to admit to the current Bloomington facility.

RCA strongly encourages patients to explore other treatment choices such as transplantation and home dialysis through pre-dialysis education. We currently have 125 patients dialyzing at home. The central Illinois clinics at which we serve as medical director have had a combined average of 37 transplants per year over the last four years.



RenalCare
Associates, S.C.

Service Demand – Physician Referral Letter
ATTACHMENT – 26b - 3

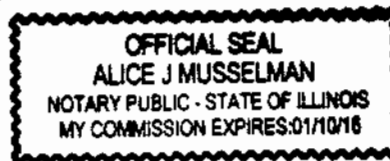
Renal Care Associates respectfully ask the Board to approve Fresenius Medical Care Normal dialysis facility to keep access available in the Bloomington/Normal area and to meet the determined need. Thank you for your consideration.

Sincerely,

Robert Sparrow, M.D.

Robert Sparrow, M.D.

State of Illinois
Notarization: County of Peoria
Subscribed and sworn to before me
this 25th day of July, 2012
Alice J. Musselman
Signature of Notary
(seal)



**NEW HEMODIALYSIS REFERRALS OF RENAL CARE ASSOCIATES FOR
THE TIME PERIOD 07/01/2011 – 06/30/2012**

Zip Code	Fresenius Medical Care													Total
	Bloomington	Spoon River	East Peoria	Kewanee	Macomb	Ottawa	Pekin	Peoria Downtown	Peoria North	Pontiac	Spring Valley	Streator		
60531						2							2	
61301											3		3	
61329											1		1	
61341						2							2	
61342											1		1	
61348						1					2		3	
61350						11							11	
61356											5		5	
61359											1		1	
61360						1							1	
61362											1		1	
61364												6	6	
61369										1		1	2	
61370						1							1	
61377												1	1	
61379											1		1	
61422					1								1	
61441		1											1	
61443				4									4	
61455					3								3	
61520		4					2						6	
61523									3				3	
61529		1	1										2	
61531		1											1	
61534							1						1	
61536			1						1				2	
61537									1				1	
61540									1				1	
61542								1					1	
61546							2						2	
61548			1										1	
61550			2					1					3	
61554			2				12						14	
61559				1					1				2	
61560									1		1		2	
61569		1											1	
61571			8										8	
61572		1											1	
61603								8	1				9	
61604			1					9	3				13	
61605								7					7	
61606			1										1	
61607			4					2					6	
61610								1					1	
61611			8										8	
61614			1					4	4				9	
61615								3	3				6	
61616								1	1				2	
61701	14									1			15	
61702	2												2	
61704	7												7	
61721	1												1	
61725	1												1	
61727	2												2	
61728										1			1	
61739										1			1	
61745	2												2	
61747							1						1	
61761	2												2	
61764										4			4	
61774	1												1	
61776	1												1	
62644		1											1	
63115	1												1	
Total	34	10	30	5	4	12	12	37	20	Service Demand		8	Phys	

Service Demand Physician Referral Letter

ATTACHMENT – 26b - 3

HEMODIALYSIS PATIENTS AS OF DECEMBER 31, 2009

FETTERHOLM MEDICAL CARE												
ZIP CODE	BLOOMINGTON	EAST PEORIA	KENNAWEE	MACOMB	OTTAWA	PERIN	PEORIA DOWNTOWN	PEORIA NORTH	PONTIAC	SPRING RIVER	SPRING VALLEY	STREATOR
60148							1					
60430									1			
60460									2			
60478												1
60510							1					
60518					1							
60543					1							
60551									1			
60554									1			
60586									1			
61202				1								
61301								2			13	
61312											1	
61314			1									
61317											1	
61319									2			1
61321	1											
61322											5	
61327											2	
61329											2	
61335											1	
61336											1	
61341					6							
61342											4	
61346											5	
61350					13							1
61354											8	
61356			1								9	
61360					1							
61361			1					1				
61362											8	
61364					4							17
61372					2							
61377												1
61401								1				
61420				1								
61422				2								
61434			1									
61441				1								
61443			15									
61445				1								
61450				1								
61455				8								
61462			2									
61464				1								
61471								1				
61472								1				
61520									8			
61523							3	6		1		
61524									1			
61525							3					
61530							3					
61539										3		
61541										2		
61542											2	
61546						5				2		
61548		3										
61550		5					1	1				
61552								1				
61554		3				24	3		2			
61555						2						
61559								1				
61561	1	1										
61562								1				
61564						3						
61568						2						
61569										1		
61571		12					1					
61582							1					
61589		6					13	2				
61594		5					27	8				
61605		4					42	3				
61608							4					
61607						1	5	1				
61610		8					1					
61611		10						1				
61613							1					
61614		6					2	13				
61615		1					6	8				
61616		1					4	3				
61630							1					
61658		1					1					
61701	23						1	1				
61702	2											
61704	11											
61705	1											
61721	1											
61722	1											
61730	1											
61732	1											
61734						3						
61738	2											
61741									1			
61745	2											
61747						1						
61748	1								1			
61753	7											
61755									1			
61755			1									
61759						3						
61761	20							1				
61764									12			
61769									1			
61777	2											
61802								1				
61842	2											
61911				1								
61646									6			
TOTAL	75	64	21	18	28	41	123	58	29	25	60	1

[illegible]

HEMODIALYSIS PATIENTS AS OF DECEMBER 31, 2011

PATIENTS MEDICAL CARE													
Zip Code	Physician	Specialty	Primary	Referral	Referral	Referral	Referral	Referral	Referral	Referral	Referral	Referral	Total
00001													1
00002													2
00003													1
00004													1
00005													1
00006													1
00007													1
00008													1
00009													1
00010													1
00011													1
00012													1
00013													1
00014													1
00015													1
00016													1
00017													1
00018													1
00019													1
00020													1
00021													1
00022													1
00023													1
00024													1
00025													1
00026													1
00027													1
00028													1
00029													1
00030													1
00031													1
00032													1
00033													1
00034													1
00035													1
00036													1
00037													1
00038													1
00039													1
00040													1
00041													1
00042													1
00043													1
00044													1
00045													1
00046													1
00047													1
00048													1
00049													1
00050													1
00051													1
00052													1
00053													1
00054													1
00055													1
00056													1
00057													1
00058													1
00059													1
00060													1
00061													1
00062													1
00063													1
00064													1
00065													1
00066													1
00067													1
00068													1
00069													1
00070													1
00071													1
00072													1
00073													1
00074													1
00075													1
00076													1
00077													1
00078													1
00079													1
00080													1
00081													1
00082													1
00083													1
00084													1
00085													1
00086													1
00087													1
00088													1
00089													1
00090													1
00091													1
00092													1
00093													1
00094													1
00095													1
00096													1
00097													1
00098													1
00099													1
00100													1

HEMODIALYSIS PATIENTS AS OF JUNE 30, 2012

Zip Code	Fresenius Medical Care											Total
	Bloomington	Spoon River	East Peoria	Kewanee	Macomb	North Peoria	Ottawa	Peoria	Peoria Downtown	Peoria East	Spring Valley	
60007												1
60020												2
60490												1
60478												1
60518												2
60531												1
60543												1
60551												1
60621	1											1
60643												1
60651	1											1
60707												2
60721												2
60729												1
60934												1
61201												1
61301												10
61312												1
61319												2
61320												1
61322												7
61327												1
61329												1
61336												5
61341												1
61342												6
61348												3
61349												1
61350												23
61354												2
61358												15
61359												1
61360												1
61361												12
61362												1
61364												19
61366												1
61373												2
61375												1
61379												2
61422												2
61427												2
61434												1
61441												1
61443												13
61450												1
61456												11
61483												2
61484												2
61491												1
61517												3
61520												16
61523												7
61524												1
61525												2
61526												2
61529												4
61530												3
61531												4
61533												1
61534												1
61536												1
61537												2
61540												1
61542												2
61546												1
61547												3
61548												1
61550												6
61554												32
61556												1
61559												2
61560												1
61561												2
61562												1
61564												2
61565												1
61566												1
61590												2
61571												23
61572												3
61601												1
61602												1
61603												20
61604												33
61605												44
61606												2
61607												7
61610												2
61611												1
61612												1
61614												17
61615												7
61616												4
61650												1
61653												1
61701												38
61702												4
61704												17
61705												3
61721												1
61725												2
61726												2
61727												3
61728												2
61730												1
61734												1
61738												1
61739												2
61740												1
61745												3
61747												3
61748												2
61752												3
61755												1
61760												2
61761												18
61764												15
61766												1
61774												2
61776												1
61842												1
61855												1
61940												1
62311												1
62367												1
62644												2
62662												1
7351												1

**PRE-ESRD PATIENTS EXPECTED TO BE REFERRED TO THE NORMAL
FACILITY THE 1ST TWO YEARS AFTER RELOCATING**

Zip Code	Patients
61701	15
61705	9
61725	1
61726	6
61730	2
61732	1
61738	6
61748	3
61753	4
61761	63
61776	2
Total	112

(It is expected that approximately 30% of the above patients will no longer require dialysis services by the time the facility is relocated due to death, transplant or moving out of the area. Therefore approximately 78 of the above patients will actually begin dialysis services at the Normal facility.)

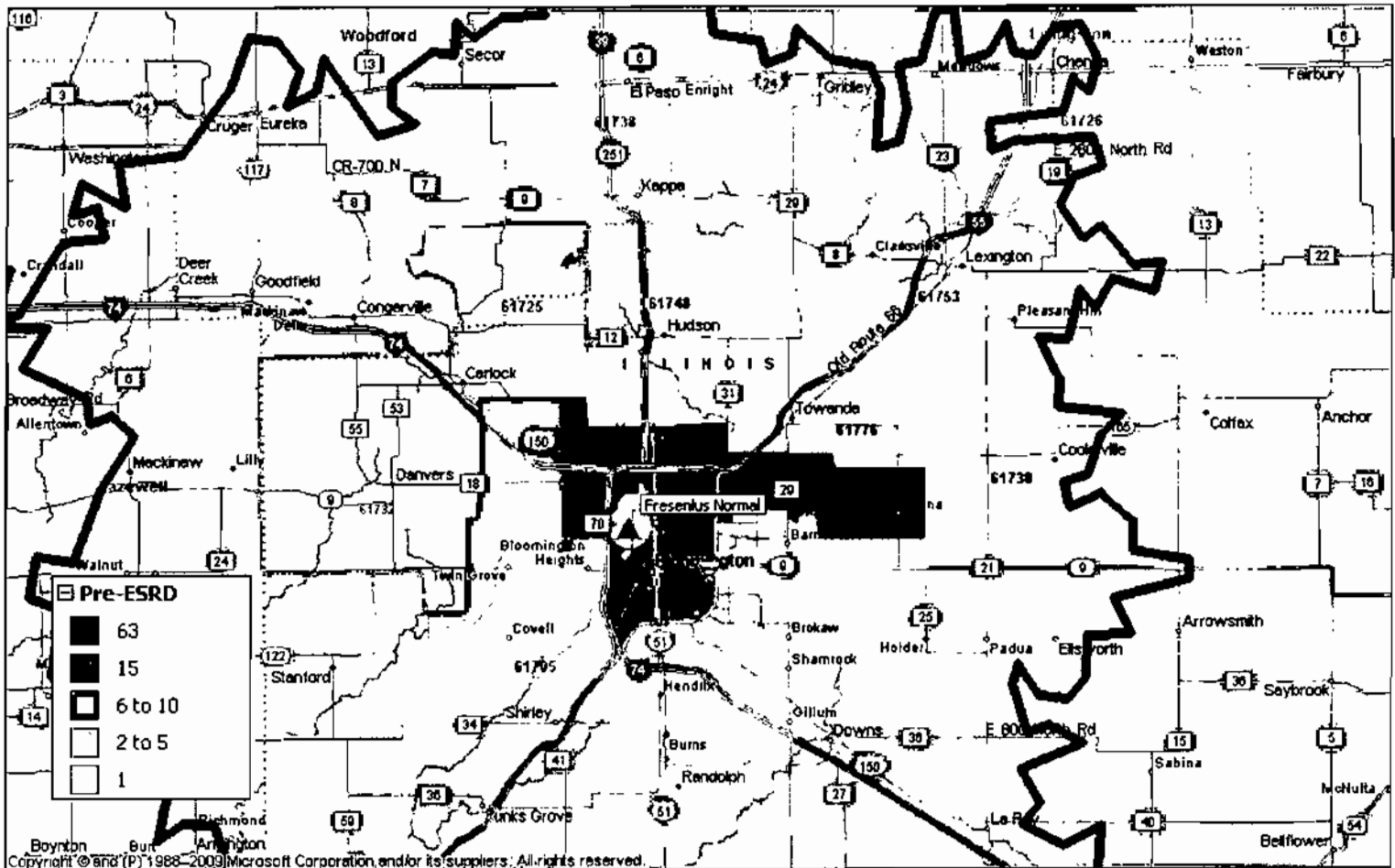
Service Accessibility – Service Restrictions

- The establishment of the 12-station Fresenius Medical Care Normal dialysis clinic will address the Board determined need for 18 stations in HSA 4. This need is evident in that the only facility currently serving a 30 minute radius of Normal, Fresenius McLean County in Bloomington, is nearing 80% utilization (currently 75%) and based on historic growth and pre-ESRD patients in the Renal Care Associates practice, is expected to increase beyond 80% in the upcoming year and reach capacity in the first year the Normal facility is in operation. The ratio of stations to population, **one station per 10,642 residents**, also demonstrates a significant need for additional access.

Bloomington/Normal is a growing area (15% growth in the past decade) adding approximately 20,000 additional residents to the census. The McLean County facility in Bloomington has grown 15% in half that time over the past five years. This growth, projected forward, will put the facility over 80% in by the end of 2013 and at capacity in under three years if the Normal facility is not established.

- Problems that currently exist for the Bloomington/Normal area patients pertain to loss of choice to treatment schedule times that allow them to utilize public transportation and allow them freedom to dialyze and still meet work and family obligations. Problems that **WILL** present as the current clinic reaches capacity is complete loss to all dialysis services within a 30 minute travel time. The nearest facility is 35 miles away in Pontiac. Another problem that could present itself, which Fresenius hopes to avoid by proposing this facility, is the initiation of a 4th treatment shift at the McLean County facility, which ends at midnight. Dialyzing at this time greatly reduces quality of life for patients.
- We acknowledge that the only facility within 30 minutes is not yet at 80% utilization; it is only 6 patients away and is expected to reach 80% in the upcoming year based on historic growth and pre-ESRD patients in Renal Care Associates practice. It did not make sense to wait until the facility reaches 80% to submit for permit due to the length of time it takes to move through the CON process. Fresenius Medical Care is being proactive in addressing current shift choice need, imminent access need and Board determined need.

**Demographics of the 112 Pre ESRD Patients Identified Who Will Be Referred to
Fresenius Medical Care Normal**



Pre-ESRD Patients

City	County	Zip Code	Patients
Bloomington	McLean	61701	15
Bloomington	McLean	61705	9
Carlock	Woodford	61725	1
Chenoa	McLean	61726	6
Cooksville	McLean	61730	2
Danvers	McLean	61732	1
Panola	Woodford	61738	6
Hudson	McLean	61748	3
Lexington	McLean	61753	4
Normal	McLean	61761	63
Towanda	McLean	61776	2
		Total	112

Unnecessary Duplication/Maldistribution

ZIP Code	Population	Stations	Facility
61530	6,713		
61550	17,721		
61701	36,105		
61704	35,981	20	Fresenius McLean Co.
61705	12,263		
61721	613		
61723	2,321		
61725	1,547		
61726	2,544		
61729	1,073		
61730	379		
61732	2,096		
61733	1,124		
61736	1,808		
61737	516		
61738	4,212		
61742	1,144		
61744	2,031		
61745	4,408		
61748	2,782		
61752	4,339		
61753	3,012		
61754	1,261		
61755	4,669		
61759	1,534		
61760	2,544		
61761	52,879		
61771	860		
61772	351		
61774	962		
61776	1,409		
61777	952		
61778	683		
Total	212,836	20	1/10,642

1. (A-B-C) The ratio of ESRD stations to population in the zip codes within a 30 minute radius of Fresenius Normal is 1 station per 10,642 residents according to the 2010 census. The State ratio is 1 station per 3,311 residents (based on the US Census 2010 of 12,830,632 Illinois residents and the July 2012 Board station inventory of 3,875).

There are nearly three times more available stations for the State as a whole than there is for the residents of Normal, demonstrating a significant need for this area, as also represented by the fact that there is a need for 18 more stations in HSA 4.

FACILITIES WITHIN 30 MINUTES OF FRESENIUS MEDICAL CARE NORMAL

Facility	Address	City	State	Zip Code	Miles	Time	Stns	Mar-12	
								Pts	Util
Fresenius Mclean Co	1505 Eastland Dr	Bloomington	IL	61701	2.3	4	20	88	73.33%

2. Fresenius Medical Care McLean Co. is operating at 75% utilization as of July 2012.

3A. Fresenius Medical Care North Normal will not have an adverse effect on any other area ESRD provider in that all patients identified for this facility are pre-ESRD patients and there is only one other facility within 30 minutes and is also supported by the Renal Care Associate physicians. No patients will be transferred from any other facility.

B. Not applicable – applicant is not a hospital; however the utilization will not be lowered below target utilization at any other ESRD facility due to the establishment of the facility.

Criterion 1110.1430 (e)(1) – Staffing

2) A. Medical Director

Dr. Robert Sparrow's curriculum vitae is attached.

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:

- 1 Charge Nurse – Registered Nurse
- 4 Registered Nurses
- 10 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.

CURRICULUM VITAE

Robert Theis Sparrow, M.D.

PERSONAL INFORMATION

Date of Birth:	May 6, 1954
Place of Birth:	Bloomington, Illinois
Home Telephone:	309/691-8893
Work Address:	RenalCare Associates, S.C. 515 NE Glen Oak Avenue, Suite 108 Peoria, IL 61603
Work Telephone:	309/676-8123
Work Fax:	309/624-8336

UNDERGRADUATE EDUCATION

B.S., majors in Biology and Psychology and minor in Chemistry, University of Illinois at Urbana-Champaign, 1975

MEDICAL SCHOOL EDUCATION

M.D., University of Illinois College of Medicine at Peoria, 1979

POST-GRADUATE EDUCATION

Internal Medicine Residency, University of Iowa Hospitals & Clinics, Iowa City, Iowa, 1979-1982
Nephrology Fellowship, University of Iowa Hospitals & Clinics, Iowa City, Iowa 1982-1984

ACADEMIC APPOINTMENTS/COMMITTEES

1984 - 1994	Clinical Assistant Professor of Medicine, University of Illinois College of Medicine at Peoria
1994 - present	Clinical Associate Professor of Medicine, University of Illinois College of Medicine at Peoria

CERTIFICATION AND LICENSURE

1981	Illinois Medical License # 036-062055
1982	American Board of Internal Medicine Diplomate, Certificate # 086087
1984	American Board of Internal Medicine, Nephrology
1999	The American Society of Hypertension, Specialist in Clinical Hypertension

HOSPITAL STAFF APPOINTMENTS

St. Francis Medical Center, Peoria, Illinois, active staff
Proctor Community Hospital, Peoria, Illinois, active staff
Methodist Medical Center, Peoria, Illinois, active staff
St. Joseph's Medical Center, Bloomington, Illinois, consulting staff
BroMenn Health Care, Normal, Illinois, courtesy staff
St. Margaret's Hospital, Spring Valley, Illinois, consulting staff
Community Hospital of Ottawa, consulting staff
Pekin Memorial Hospital, Pekin, Illinois, consulting staff
Graham Hospital, Canton, Illinois, affiliate staff
Kewanee Hospital, Kewanee, Illinois, consulting staff
Perry Memorial Hospital, Princeton, Illinois, consulting staff
Hopedale Medical Complex, Hopedale, Illinois, courtesy staff
Illinois Valley Community Hospital, Peru, Illinois, consulting staff
Mendota Community Hospital, Mendota, IL, consulting staff
St. Mary's Hospital, Streator, IL, temporary

CURRENT PROFESSIONAL POSITIONS

Nephrologist-Hypertensionist, RenalCare Associates, S.C.
Specialist in Clinical Hypertension, affiliated with The American Society of Hypertension
Chairman of Board of Managers, Illinois Nephrology Alliance

PROFESSIONAL AFFILIATIONS

American College of Physician Executives
American Society of Nephrology
American Society of Hypertension (founding member)
International Society of Peritoneoscopists
Renal Physicians' Association
American Heart Association Council for High Blood Pressure Research

AWARDS AND HONORS

1973	Phi Eta Sigma, freshman honor society
1974	Delta Chi, local, regional, and national scholarship award
1974	Phi Kappa Phi, All University Honor Society, junior year
1974	Phi Beta Kappa
1975	Graduated Summa Cum Laude, grade point 5.00/5.00
1975	Bronze Tablet and University Honors - top 3% graduating class
1975	James Scholar - top 6% graduate and undergraduate student body
1977/1979	Lange Book Award (as one of two top students academically in sophomore class and senior class)
1978	Alpha Omega Alpha, Honor Medical Society, junior year
1978	Thomas C. Reeves Award (elected outstanding junior medical student by classmates)
1979	Williamson Award for Excellence in Internal Medicine, senior year Diplomate of National Board of Medical Examiners
1984	Raymond B. Allen Award (Golden Apple Award)
1990	Rager-Warren Teaching Award - Internal Medicine Residents

PUBLICATIONS

Sparrow RT. Comparison of Renal Length by Ultrasound and Intravenous Pyelogram. IX International Congress of Nephrology. 1984. (Abstract)

Sparrow RT. A Nephrologist's Perspective, The Illinois Nephrology Alliance. Nephrology News & Issues. Special 1998 Supplement;14-16.

Day LM, Sparrow RT. Reshuffling the ESRD Food Chain. Nephrology News & Issues. 11/97; 34-35.

Ladenheim E, Pflederer BR, Sparrow RT, and Pflederer TA. Management of Nonfunctional Peritoneal Dialysis Catheters by Therapeutic Laparoscopy. Peritoneal Dialysis International. 1996; Vol. 16, Supplement 2, s53. (Abstract).

Lysandrou A, Heck M, Sparrow RT, and Darras FS. Continent Urinary Diversion and Undiversion in Renal Transplantation for ESRD Patients with Long Standing Previous Diversion. For submission.

PRESENTATIONS

Sparrow RT. Comparison of Renal Length by Ultrasound and Intravenous Pyelogram. IX International Congress of Nephrology. 1984.

Darras FS, Heck MF, and Sparrow RT. Continent Urinary Diversion and Undiversion in Renal Transplantation for ESRD Patients with Long Standing Previous Diversion. North Central Section American Urological Association. Tucson, AZ. October 28, 1996.

Darras FS, Lysandrou A, and Sparrow RT. Continent Urinary Diversion and Undiversion in Renal Transplantation for ESRD Patients with Long Standing Previous Diversion. American Society of Transplant Physicians Meeting. Chicago, IL. May 12-14, 1997.

Sparrow RT. IPA Development. Renal Disease Management and the Future of Nephrology: Doing It By Yourself or With a Strategic Partner. Larry Day Seminars and *Nephrology News & Issues* Magazine. San Antonio, TX. November 1-2, 1997.

Sparrow RT. Renovascular Hypertension. The 7th Annual Interventional Radiology & Endovascular Therapy Seminar. Oak Brook, IL. July 10-12, 1998.

Sparrow RT. Dialysis Access. The 7th Annual Interventional Radiology & Endovascular Therapy Seminar. Oak Brook, IL. July 10-12, 1998.

Sparrow RT. IPA Development. RPA/REF 1999 Annual Meeting. Washington, DC. March 7-9, 1999.

COMMITTEES

- 1989 - present Utilization Review/Case Management Committee, Proctor Hospital
- 1996 - present Adult Special Care Committee, St. Francis Medical Center
- 1996 - present Executive Committee, University of Illinois College of Medicine at Peoria
- 1996 - present Health Care Payment Committee, Renal Physicians' Association

ROBERT T. SPARROW, MD

OSF St. Francis Medical Center
530 NE Glen Oak Ave.
Peoria, IL 61637
Peoria County
T: 309/655-6769
F: 309/624-8933
Active - 10/84

OSF St. Joseph Medical Center
2200 E. Washington St.
Bloomington, IL 61701
McLean County
T: 309/662-3311
F: 309/662-0006
Courtesy - 1/90

St. Mary's Hospital
111 Spring Street
Streator, IL 61364
LaSalle County
T: 815/673-4623
F: 815/673-4621
Temporary - 3/07

Methodist Medical Center
221 NE Glen oak Ave.
Peoria, IL 61636
Peoria County
T: 309/672-4830
F: 309/672-4517
Courtesy - 7/84

BroMenn Healthcare
P.O. Box 2850
Bloomington, IL 61702
McLean County
T: 309/454-1400
F: 309/451-2949
Courtesy - 6/86

Proctor Hospital
5409 N. Knoxville Ave.
Peoria, IL 61614
Peoria County
T: 309/691-1037
F: 309/683-6137
Active - 9/84

Graham Hospital
210 W. Walnut St.
Canton, IL 61520
Fulton County
T: 309/647-5240
F: 309/649-5101
Affiliate - 8/91

Pekin Memorial Hospital
600 S. First St.
Pekin, IL 61554
Tazewell County
T: 309/353-0560
F: 309/353-0561
Consulting - 4/95

St. Margaret's Hospital
600 E. First St.
Spring Valley, IL 61382
Bureau County
T: 815/664-1362
F: 815/664-1335
Consulting - 12/84

Community Hospital of Ottawa
1100 E. Norris Dr.
Ottawa, IL 61350
LaSalle County
T: 815/433-3100
F: 815/431-5387
Affiliate - 10/96

Kewanee Hospital
PO Box 747
Kewanee, IL 61443
Henry County
T: 309/853-3361
F: 309/852-6857
Consulting - 12/97

Perry Memorial Hospital
530 Park Avenue East
Princeton, IL 61356
T: 815/876-2293
F: 815/872-6006
Consulting - 7/05

Illinois Valley Community Hospital
925 West Street
Peru, IL 61354
T: 815/223-3300
F: 815/223-3394
Consulting - 10/05

Hopedale Medical Complex
107 Tremont St.
Hopedale, IL 61747
Tazewell County
T: 309/449-3321
F: 309/449-5441
Courtesy - 9/05

Mendota Community Hospital
1315 Memorial Drive
Mendota, IL 61342
LaSalle County
T: 815/539-7481
F: 815/538-5516
Consulting - 7/08

RENALCARE ASSOCIATES, SC

515 N.E. Glen Oak Ave., #108

Peoria, IL 61603

T: 309/676-8123

F: 309/676-8455

Nephrologists

Horvath, Frederick, MD

Olsson, Phillip J., MD

Sparrow, Robert T., MD

Pflederer, Benjamin R., MD

Rosborough, David C., MD

Pflederer, Timothy A., MD

Dreyer, Paul T., MD

James, Gordon W., MD

Bland, Andrew C. MD

Bruha, Robert, MD

Sader, Samer B., MD

Horinek, Anthony R., MD

Physician Assistants

Miller, Richard A., PA-C

DeSutter, Julie A., PA-C

Walker, Holly A., PA-C

Nurse Practitioners

McDougall, Tonya K., APN

Helfers, Karen A., APN

Sarimento, Tammy C., APN

Wierner, Cheryl M., APN

Clinical Nurse Specialist

Dansizen, Judith, CNS

Surgeons

Ketel, Beverley, MD

O'Connor, Timothy P., MD

ROBERT T. SPARROW, MD
FRESENIUS DIALYSIS GROUP

Recert date: 1/1/05

For Verifications:

Carole Sekula, Area Manager

Fresenius

3300 N. Main Street

East Peoria, IL 61611

Bloomington
1505 Eastland Medical Plaza
Lower Level
Bloomington, IL 61701
T: 309/663-7165
F: 309/663-1031

Pekin
600 S. 13 St. – 3rd Floor
Pekin, IL 61554
T: 309/353-7629
F: 309/353-7997

Canton
210 W. Walnut
Canton, IL 61520
T: 309/647-0731
F: 309/647-1625

Peoria North
10405 N. Juliet Court
Peoria, IL 61615
T: 309/243-2200
F: 309/243-2240

Peoria Downtown
410 R.B. Garrett Ave.
Peoria, IL 61605
T: 309/637-4100
F: 309/637-3455

Pontiac
804 W. Madison St.
Pontiac, IL 61764
T: 815/844-4340
F: 815/844-2870

East Peoria
3300 N. Main St.
East Peoria, IL 61611
T: 309/698-8300
F: 309/698-8491

Spring Valley
12 Wolfer Industrial Dr.
Spring Valley, IL 61362
T: 815/664-4585
F: 815/663-1430

Kewanee
511 Pine St.
Kewanee, IL 61443
T: 309/854-0917
F: 309/854-9062

Macomb Dialysis - Managed
523 E. Grant Street
Macomb, IL 61455
T: 309/836-1662
F: 309/836-1661

Ottawa
1601 Mercury Cr., #3
Ottawa, IL 61350
T: 815/433-4039
F: 815/434-2527

Criterion 1110.1430 (e)(5) Medical Staff

I am the Regional Vice President of the Central Illinois 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 Normal, I certify the following:

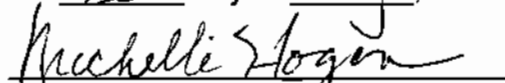
Fresenius Medical Care Normal will be an "open" unit with regards to medical staff. Any Board Licensed nephrologist may apply for privileges at the Normal facility, just as they currently are able to at all Fresenius Medical Care facilities.


Signature

Richard Stotz
Printed Name

Regional Vice President
Title

Subscribed and sworn to before me
this 20th day of July, 2012


Signature of Notary

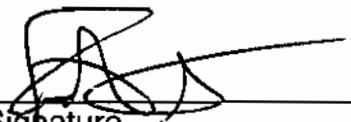
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Criterion 1110.1430 (f) – Support Services

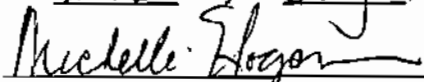
I am the Regional Vice President of the Central Illinois Region of the North Division of Fresenius Medical Care North America. In accordance with 77 IL Admin Code 1110.1430, I certify to the following:

- Fresenius Medical Care utilizes the Proton patient data tracking system in all of its facilities.
- These support services are available at Fresenius Medical Care Normal 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 OSF St. Joseph Medical Center, Bloomington:
 - Blood Bank Services
 - Rehabilitation Services
 - Psychiatric Services


Signature

Richard Stotz/Regional Vice President
Name/Title

Subscribed and sworn to before me
this 20th day of July, 2012


Signature of Notary

Seal



Criterion 1110.1430 (g) – Minimum Number of Stations

Fresenius Medical Care Normal is located in the Bloomington-Normal, IL 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 Normal will have 12 dialysis stations thereby meeting this requirement.



ST. JOSEPH MEDICAL CENTER

July 25, 2012

RE: FRESINIUS MEDICAL CARE CON

To Whom it May Concern:

OSF St. Joseph Medical Center ("Hospital") desires to assure the availability of the Hospital's facilities for Fresenius Medical Care ("Company") patients who are in need of inpatient treatment.

Fresenius Medical Care is applying for a Certificate of Need ("CON") permit application to establish a new facility at 1531 E. College Avenue, Normal, Illinois 61761. The Company desires to assure the availability of the Hospital's facilities for its patients who are in need of inpatient treatment at a hospital, in compliance with 42 C.F.R. 405.2160.

I verify that upon approval of the Company's CON for the location in Normal, Illinois the Hospital will be amenable to amending the existing Affiliation Agreement with a revised Attachment I to include the new approved facility.

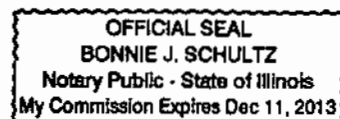
Sincerely,

Kenneth J. Natzke
President and CEO

KJN:lkz

Subscribed and sworn to before me this 26th day of July, 2012.

Notary Public



AFFILIATION AGREEMENT

This AGREEMENT made as of this 18th day of August, 2011 ("Effective Date"), between **OSF St. Joseph Medical Center** (hereinafter referred to as "Hospital") and Dialysis Centers of America d/b/a Fresenius Medical Care with the Facilities Listed on Attachment I (hereinafter referred to as "Company").

WHEREAS, Company desires to assure the availability of the Hospital's facilities for its patients who are in need of inpatient treatment at a hospital, in compliance with 42 C.F.R. 405.2160, and the Hospital is equipped and qualified to provide hospital care on an inpatient basis for such patients; and

WHEREAS, the Hospital desires to assure the availability of hemodialysis treatment for its patients who are in need of outpatient treatment, and Company is experienced and qualified to administer dialysis treatments and clinically manage patients with chronic renal failure on an outpatient basis;

1. The hospital agrees to make the facilities and personnel of its routine emergency service available for the treatment of acute life-threatening emergencies, which may occur to any of Company's patients. If, in the opinion of a member of Company's medical staff, any patient requires emergency hospitalization, the hospital agrees that it will provide a bed for such a patient (or in the event a bed is not available at the Hospital, to arrange for the transfer of the patient to an affiliated hospital) and furnish all necessary medical services at its facility for such patient at the patient's expense. In the event of an emergency at Company, the responsible physician shall notify the patient's physician of record, as indicated in Company's files, and shall promptly notify the Emergency Room physician of the particular emergency. Company shall be responsible for arranging to have the patient transported to the Hospital and shall send appropriate interim medical records. There will be an interchange, within one working day, of the patient LongTerm Program and Patient Care Plan, and of medical and other information necessary or useful in the care and treatment of patients referred to the Hospital from Company, or in determining whether such patients can be adequately cared for otherwise than in either of the facilities. Admission to Hospital, and the continued treatment by Hospital, shall be provided regardless of the patient's race, color, creed, sex, age, disability, or national origin.
2. In the event the patient must be transferred directly from Company to the Hospital, Company shall provide for the security of, and be accountable for, the patient's personal effects during the transfer.
3. Company shall keep medical records of all treatments rendered to patients by Company. These medical records shall conform to applicable standards of professional practice. If requested by the Hospital, Company shall provide complete copies of all medical records

of a patient treated by Company who is, at the time of the request, an inpatient at the Hospital.

4. The Hospital shall accept any patient of Company referred to the Hospital for elective reasons, subject to the availability of appropriate facilities, after the Company attending physician has arranged for inpatient hospital physician coverage,
5. In addition to the services described above, the Hospital shall make the following services available to patients referred by Company either at the Hospital or at an affiliated hospital:
 - a. Availability of a surgeon capable of vascular access insertion and long-term maintenance;
 - b. Inpatient care for any patient who develops complications or renal disease-related conditions that require hospital admission;
 - c. Kidney transplantation services, where appropriate, including tissue typing and cross-matching, surgical transplant capability, availability of surgeons qualified in the management of pre- and post-transplant patients; and
 - d. Blood Bank services to be performed by the Hospital.
6. Company shall have no responsibility for any inpatient care rendered by the hospital. Once a patient has been referred by Company to the Hospital, Hospital agrees to indemnify Company against, and hold it harmless from any claims, expenses, or liability based upon or arising from anything done or omitted, or allegedly done or omitted, by the Hospital, its agents, or employees, in relation to the treatment or medical care rendered at the Hospital.
7. Company agrees to develop, maintain and operate, in all aspects, an outpatient hemodialysis facility, providing all physical facilities, equipment and personnel necessary to treat patients suffering from chronic renal diseases. Company shall conform to standards not less than those required by the applicable laws and regulations of any local, state or federal regulatory body, as the same may be amended from time to time. In the absence of applicable laws and regulations, Company shall conform to applicable standards of professional practice. Company shall treat such commitment as its primary responsibility and shall devote such time and effort as may be necessary to attain these objectives. Admission to Company, and the continued treatment by Company, shall be provided regardless of the patient's race, color, creed, sex, age, disability, or national origin. The cost of such facilities, equipment and personnel shall be borne by Company.
8. The cost of such facilities, equipment and personnel shall be borne by Company. The location of such facilities shall be selected by Company, but shall be sufficiently close to

the proximity to the Hospital to facilitate the transfer of patients, and communication between the facilities.

9. Company shall engage a medical director of Company's outpatient hemodialysis facility who shall have the qualifications specified in 42 C.F.R. 405.2102. This individual must be a physician properly licensed in the profession by the state in which such facility is located.

In accordance with 42 C.F. R. 405.2162, Company shall employ such duly qualified and licensed nurses, technicians, and other personnel as shall be necessary to administer treatment at its facility, in accordance with applicable local, state, and federal laws and regulations.

10. The Hospital, acting through its appropriate medical staff members, shall, from time to time, evaluate its patients with chronic renal failure in accordance with its standard operating procedures. With the approval of the patient, the patient's physician shall consult with the Company Medical Director. If outpatient treatment is considered appropriate by the patient's physician and the Company Medical Director, said patient may be referred to Company for outpatient treatment at a facility operated by Company which is most convenient for the patient (or, in the event space is not available, to an affiliated unit). There will be an interchange, within one working day, of the Patient Long-Term Program and Patient Care Plan, and of medical and other information necessary or useful in the care and treatment of patients referred to Company from the Hospital, or in determining whether such patients can be adequately cared for otherwise than in either of the facilities.

11. With respect to all work, duties, and obligations hereunder, it is mutually understood and agreed that the parties shall own and operate their individual facilities wholly independent of each other. All patients treated at the facilities of Hospital or Company shall be patients of that facility. Each party shall have the sole responsibility for the treatment and medical care administered to patients in their respective facilities.

12. Company and Hospital shall each maintain in full force and effect throughout the term of this Agreement, at its own expense, a policy of comprehensive general liability insurance and professional liability insurance covering it and Company's Staff and Hospital staff and physicians, respectively, each having a combined single limit of not less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate for bodily injury and property damage to insure against any loss, damage or claim arising out of the performance of each party's respective obligations under this Agreement. Each will provide the other with certificates evidencing said insurance, if and as requested. Company and Hospital further agree to maintain, for a period of not less than three (3) years following the termination of this Agreement, any insurance required hereunder if underwritten on a claims-made basis. Either party may provide for the insurance coverage set forth in this Section through self-insurance.

13. Each party agrees to indemnify and hold harmless the other, their officers, directors, shareholders, agents and employees against all liability, claims, damages, suits, demands, expenses and costs (including but not limited to, court costs and reasonable attorneys' fees) of every kind arising out of or in consequence of the party's breach of this Agreement, and of the negligent errors and omissions or willful misconduct of the indemnifying party, its agents, servants, employees and independent contractors (excluding the other party) in the performance of or conduct related to this Agreement.
14. The Parties expressly agree to comply with all applicable patient information privacy and security regulations set for in the Health Insurance Portability and Accountability Act ("HIPAA") final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time.
15. Whenever under the terms of this Agreement, written notice is required or permitted to be given by one party to the other, such notice shall be deemed to have been sufficiently given if delivered in hand or by registered or certified mail, return receipt requested, postage prepaid, to such party at the following address:

To the Hospital:

OSF St. Joseph Medical Center
2200 E. Washington Street
Bloomington, IL. 61701
Attn: Administrator

To Company:

Fresenius Medical Care NA
Central Illinois Region
3300 N. Main St. East Peoria, IL.
Attn: Administrator

With a copy to:

Julie Hawkins Corp Counsel
c/o Fresenius Medical Care North America
920 Winter Street
Waltham, MA 02451-1457
Attn: Corporate Legal Department

16. If any provisions of this agreement shall, at any time, conflict with any applicable state or federal law, or shall conflict with any regulation or regulatory agency having jurisdiction with respect thereto, this Agreement shall be modified in writing by the parties hereto to conform to such regulation, law, guideline, or standard established by such regulatory agency.
17. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all negotiations, prior discussions, agreements or understandings, whether written or oral, with respect to the subject matter hereof, as of

the Effective Date. This Agreement shall bind and benefit the parties, their respective successors and assigns.

18. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State where Company is located, without respect to its conflicts of law rules.
19. The term of this Agreement is for one (1) year, beginning on the Effective Date, and will automatically renew for successive one year periods unless either party gives the other notice prior to an expiration date. Either party may terminate this Agreement, at any time, with or without cause, upon thirty (30) days written notice to the non-terminating party.
20. The parties agree to cooperate with each other in the fulfillment of their respective obligations under the terms of this Agreement and to comply with the requirements of the law and with all applicable ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any federal, state, municipal, local or other lawful authority.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the date above written.

Hospital:

Company: Dialysis Centers of America d/b/a

Fresenius Medical Care NA, Inc.

By: Kathy Olson

By: Kathy Olson RN DO

Name: _____

Name: Kathy Olson RN DO

Title: _____

Title: Director Of Operations

Attachment 1

East Peoria Hemodialysis and Home Dialysis
3300 N. Main St. East Peoria, Illinois 61611

Kewanee Dialysis Center
230 W. South St. Kewanee, Illinois 61443

Macomb Dialysis Center
523 E. Grant St., Macomb, Illinois 61455

McLean County Hemodialysis Center
1404 East Land Drive, Bloomington, Illinois 61701

McLean County Home Dialysis
1505 Eastland Drive Unit 103, Bloomington, Illinois 61701

Ottawa Dialysis Center
1601 Mercury Circle Drive Suite 3, Ottawa, Illinois 61350

FMS Ottawa Home Dialysis
1601 Mercury Circle Drive Suite 3A, Ottawa, Illinois 61350

Pekin Dialysis Center
600 S. 13th St. 3rd Floor Pekin Illinois 61701

Peoria Downtown Dialysis Center
410 R.B.Garrett Ave. Peoria, Illinois 61605

Peoria North Hemodialysis and Home Dialysis
10405 N. Juliet Court Peoria, Illinois 61615

Pontiac Dialysis Center
804 W. Madison St. Pontiac, Illinois 61764

Spoon River Dialysis Center
210 W. Walnut, Canton, Illinois 61520

Spring Valley Dialysis Center
12 Wolfer Industrial Park Drive, Spring Valley, Illinois 61362

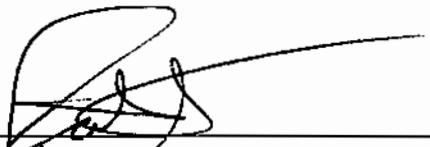
FMS Streator Dialysis Center
2356 N. Bloomington St. Streator Illinois 61364

Criterion 1110.1430 (j) – Assurances

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

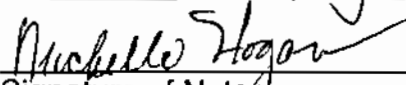
1. As supported in this application through expected referrals to Fresenius Medical Care Normal in the first two years after the relocation, the facility is expected to achieve and maintain the utilization standard, specified in 77 Ill. Adm. Code 1100, of 80% and;
2. Fresenius Medical Care hemodialysis patients at the 12 central Illinois facilities that Renal Care Associates have Medical Directorships at have had an average of the adequacy outcomes listed below:
 - o 96% of patients had a URR $\geq$ 65%
 - o 96% of patients had a Kt/V $\geq$ 1.2

Similar outcomes are expected for the Fresenius Normal facility.


Signature

Richard Stotz/Regional Vice President
Name/Title

Subscribed and sworn to before me
this 20th day of July, 2012


Signature of Notary





Cushman & Wakefield of
Illinois, Inc.
455 N. Cityfront Plaza Drive
Suite 2800
Chicago, IL 60611-5555
(312) 470-1800 Tel
(312) 470-3800 Fax
www.cushwake.com

July 28, 2012

Chad Middendorf
10531 Timberwood Circle, Suite D
Louisville, KY 40223

RE: **Fresenius Medical Care, LLC.**
Letter of Intent - Normal, IL

Dear Chad,

Cushman & Wakefield has been exclusively authorized by FRESenius MEDICAL CARE OF ILLINOIS, LLC, to present the following letter of intent to lease space from your company.

FRESenius MEDICAL CARE is the world's leading provider of dialysis products and services. The company manages in excess of 1,800 kidney dialysis clinics and 50 billing centers and regional offices throughout North America.

LANDLORD: 1531 E College LLC
10531 Timberwood Circle, Suite D
Louisville, KY 4022

TENANT: FRESenius MEDICAL CARE.

LOCATION: 1531 E College Drive
Normal, IL

INITIAL SPACE REQUIREMENTS: Approximately 7,000 contiguous usable square feet.

FRESenius MEDICAL CARE may have the need and therefore must have the option to increase or decrease the area by up to ten percent (10%) until approval of final construction drawings.

PRIMARY TERM: An initial lease term of twelve (12) years. The Lease and rent would commence on the date that the facility starts treating patients. For purposes of establishing an actual occupancy date, both parties will execute an amendment after occupancy has occurred, setting forth dates for purposes of calculations, notices, or other events in the Lease that may be tied to a commencement date.

DELIVERY OF PREMISES: Landlord shall deliver the Premises to FRESenius MEDICAL CARE for completion of the Tenant Improvements upon substantial completion of the shell.

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

OPTIONS TO RENEW:

Three (3), five (5) year options to renew the Lease. Option rental rates shall be based upon the lower of Fair Market Value or the increase in the Consumer Price Index over the previous five years, capped at 2.5% per year. FRESENIUS MEDICAL CARE shall provide sixty (60) days' prior written notification of its desire to exercise the option.

RENTAL RATE:

\$12.50 Net per rentable square foot.

ESCALATION:

10% increase in years 6 and 11.

TENANT ALLOWANCE:

Please see Building Shell Exhibit. *(See attached file: Building Shell Exhibit (Existing Space) 09-15-2011.pdf)*

CONCESSIONS:

A rent free period of 3 months upon commencement.

USE:

FRESENIUS MEDICAL CARE shall use and occupy the Premises for the purpose of an outpatient dialysis facility and related office uses and for no other purposes except those authorized in writing by Landlord, which shall not be unreasonably withheld, conditioned or delayed. FRESENIUS MEDICAL CARE may operate on the Premises, at FRESENIUS MEDICAL CARE's option, on a seven (7) days a week, twenty-four (24) hours a day basis, subject to zoning and other regulatory requirements.

**DEMISED PREMISES
SHELL:**

Landlord is responsible for delivery a shell building in conformance with FRESENIUS MEDICAL CARE's specifications attached as *(See attached file: Building Shell Exhibit (Existing Space) 09-15-2011.pdf)*

**CONTRACTOR FOR
TENANT IMPROVEMENTS:**

FRESENIUS MEDICAL CARE will hire a contractor and/or subcontractors of their choosing to complete their tenant improvements utilizing the tenant allowance. FRESENIUS MEDICAL CARE shall be responsible for the implementation and management of the tenant improvement construction and will not be responsible to pay for Landlord's project manager, if any.

HVAC:

Landlord will provide HVAC service to the space to meet FRESENIUS MEDICAL CARE's requirements as outlined in Exhibit A. FRESENIUS MEDICAL CARE requires HVAC service 24 hours per day, 7 days per week. *(See attached file: Building Shell Exhibit (Existing Space) 09-15-2011.pdf)*

DELIVERIES:

FRESENIUS MEDICAL CARE requires delivery access to the Premises 24 hours per day, 7 days per week.

EMERGENCY GENERATOR:

FRESENIUS MEDICAL CARE shall have the right, at its cost, to install an emergency generator to service the Premises in a location to be mutually agreed upon between the parties.

**SPACE PLANNING/
ARCHITECTURAL AND
MECHANICAL DRAWINGS:**

FRESENIUS MEDICAL CARE will provide all space planning and architectural and mechanical drawings required to build out the tenant improvements, including construction drawings stamped by a licensed architect and submitted for approvals and permits. All building permits shall be the FRESENIUS MEDICAL CARE's responsibility.

**PRELIMINARY
IMPROVEMENT PLAN:**

At this time, please provide AutoCAD files that include one-eighth inch scale architectural drawings of the proposed demised premises and detailed building specifications.

PARKING:

Landlord will provide designated handicapped spaces plus one ambulance space (cost to designate parking spaces to be at Landlord's sole cost and expense).

BUILDING CODES:

FRESENIUS MEDICAL CARE requires that the site, shell and all interior structures constructed or provided by the Landlord to meet all local, State, and Federal building code requirements, including all provisions of ADA.

**CORPORATE
IDENTIFICATION:**

Tenant shall have signage rights in accordance with local code.

**COMMON AREA EXPENSES
AND REAL ESTATE TAXES:**

Tenant shall be responsible for all Real Estate Taxes and Operating Expenses associated with its premises.

**ASSIGNMENT/
SUBLETTING:**

FRESENIUS MEDICAL CARE requires the right to assign or sublet all or a portion of the demised premises to any subsidiary or affiliate without Landlord's consent. Any other assignment or subletting will be subject to Landlord's prior consent, which shall not be unreasonably withheld or delayed.

MAINTENANCE:

Landlord shall, without expense to Tenant, maintain and make all necessary repairs to the exterior portions and structural portions of the Building to keep the building weather and water tight and structurally sound including, without limitation: foundations, structure, load bearing walls, exterior walls, doors and windows, the roof and roof supports, columns, retaining walls, gutters, downspouts, flashings, footings as well as any elevators, water mains, gas and sewer lines, sidewalks, private roadways, landscape, parking areas, common areas, and loading docks, if any, on or appurtenant to the Building or the Premises.

With respect to the parking and other exterior areas of the Building and subject to reasonable reimbursement by Tenant, Landlord shall perform the following, pursuant to good and accepted business practices throughout the term: repainting the exterior surfaces of the building when necessary, repairing, resurfacing, repaving, re-striping, and resealing, of the parking areas; repair of all curbing, sidewalks and directional markers; removal of snow and ice; landscaping; and provision of adequate lighting during all hours of darkness that Tenant shall be open for business.

Tenant shall maintain and keep the interior of the Premises in good repair, free of refuse and rubbish and shall return the same at the expiration or termination of the Lease in as good condition as received by Tenant, ordinary wear and tear, and damage or destruction by fire, flood, storm, civil commotion or other unavoidable causes excepted. Tenant shall be responsible for maintenance and repair of Tenant's equipment in the Premises.

UTILITIES:

Tenant shall pay all charges for water, electricity, gas, telephone and other utility services furnished to the Premises. Tenant shall receive all savings, credits, allowances, rebates or other incentives granted or awarded by any third party as a result of any of Tenant's utility specifications in the Premises. Landlord agrees to bring water, electricity, gas and sanitary sewer to the Premises in sizes and to the location specified by Tenant and pay for the cost of meters to meter their use. Landlord shall pay for all impact fees and tapping fees associated with such utilities.

SURRENDER:

At any time prior to the expiration or earlier termination of the Lease, Tenant may remove any or all the alterations, additions or installations, installed by or on behalf of Tenant, in such a manner as will not substantially injure the Premises. Tenant agrees to restore the portion of the Premises affected by Tenant's removal of such alterations, additions or installations to the same condition as existed prior to the making of such alterations, additions, or installations. Upon the expiration or earlier termination of the Lease, Tenant shall turn over the Premises to Landlord in good condition, ordinary wear and tear, damage or destruction by fire, flood, storm, civil commotion, or other unavoidable cause excepted. All alterations, additions, or installations not so removed by Tenant shall become the property of Landlord without liability on Landlord's part to pay for the same.

**ZONING AND
RESTRICTIVE COVENANTS:**

Landlord confirms that the current property zoning is acceptable for the proposed use as an outpatient kidney dialysis clinic. There are no restrictive covenants imposed by the development, owner, and/or municipality that would in any way limit or restrict the operation of FRESNIUS MEDICAL CARE's dialysis clinic

FLOOD PLAIN:

Landlord confirms that the property and premises is not in a Flood Plain.

CAPITALIZATION TEST:

Landlord will complete the attached Accounting Classification Form to ensure FRESNIUS MEDICAL CARE is not entering into a capitalized lease arrangement.

FINANCING:

Landlord will provide a non-disturbance agreement.

EXCLUSIVITY

Landlord will not, during the term of the Lease and any option terms, lease space in a 5 mile radius to any other provider of hemodialysis services.

ENVIRONMENTAL:

A Phase One Environmental Study will be conducted.

DRAFT LEASE:

FRESENIUS MEDICAL CARE requires the use of its Standard Form Lease, which is attached.

BROKERAGE FEE:

Cushman & Wakefield of Illinois, is the exclusive real estate services provider to FMCNA, its subsidiaries and affiliates. The Landlord will pay a market commission to Cushman & Wakefield of Illinois. The real estate commission shall be payable 50% upon lease execution and 50% upon occupancy. FRESENIUS MEDICAL CARE and FMCNA shall retain the right to offset rent for failure to pay the real estate commission.

LEASE EXECUTION:

Both parties agree that they will make best efforts to reach a fully executed lease document within thirty days of the execution of this letter of intent.

LEASE SECURITY:

Fresenius Medical Holdings Corp shall fully guarantee the lease.

CONFIDENTIAL:

The material contained herein is confidential. It is intended for use of Landlord and Tenant solely in determining whether they desire to enter into a Lease, and it is not to be copied or discussed with any other person.

EXCLUSIVE NEGOTIATING PERIOD:

The parties agree that they will negotiate on an exclusive basis for a period of thirty (30) days from the execution of this document.

NON-BINDING NATURE:

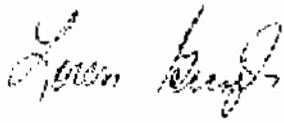
This proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive Lease agreement has been fully executed and delivered by the parties. The parties agree that this proposal is not intended to create any agreement or obligation by either party to negotiate a definitive Lease agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive, fully executed agreement, and without any liability to the other party, either party may (i) propose different terms from those summarized herein, (ii) enter into negotiations with other parties and/or (iii) unilaterally terminate all negotiations with the other party hereto.

If you are in agreement with these terms, please execute the document below and return a copy for our records.

You may email the proposal to loren.guzik@cushwake.com. Thank you for your time and cooperation in this matter, should you have any questions please call me at 312.470.1897.

Sincerely,

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.



Loren Guzik
Senior Director
Office Group
Phone: 312-470-1897
Fax: 312-470-3800
e-mail: loren_guzik@cushwake.com

CC: Mr. Bill Popken

AGREED AND ACCEPTED this 30 day of July, 2012

By Chad Middendorf

Title: General Manager

AGREED AND ACCEPTED this ____ day of _____, 2012

By: _____

Title: _____

EXHIBIT 1

LEASE SCHEDULE NO. 769-0002103-016
(True Lease)

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

Address: 170 Wood Ave South
Iselin, NJ 08830

LESSEE: NATIONAL MEDICAL CARE, INC.
a Delaware corporation
("Lessee")
Address: 920 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: \$ 2,573,373.64

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.

015 Exhibit 12.doc

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 thirty (30) 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, less 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 the 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 thirty (30) 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, less 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) 22.02% 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" basis.

"WHERE-UP BASIS WITHOUT REPRESENTATION OR WARRANTY; EXPENSES 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 the 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 and 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-seller (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 above-said 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 appraisers. 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

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 provisions set forth above; 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	99.65	39	57.66
4	98.66	40	56.37
5	97.55	41	55.08
6	96.53	42	53.78
7	95.48	43	52.47
8	94.41	44	51.16
9	93.33	45	49.84
10	92.25	46	48.61
11	91.16	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	37.69
19	82.14	55	36.31

013 Exhibits 12.docx

Rental Payment #	Percentage of Acquisition Cost	Rental Payment #	Percentage of Acquisition Cost
20	80.97	56	34.92
21	79.81	57	33.53
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	73.88	62	26.47
27	72.66	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

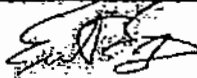
LESSOR:

Siemens Financial Services, Inc.

By: Carol Walters

Name: CAROL WALTERS

Title: VICE PRESIDENT DOCUMENTATION



Ernest Enigo
Sr. Transaction Coordinator

LESSEE:

National Medical Care, Inc.

By: Mark Pawlett

Name: MARK PAWLETT

Title: TREASURER

015 Exhibit 12.doc



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: FRESNIUS 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 FactorBase 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,1x08FPBLK OptiPlex,Precision and Latitude (320-7682)		
Video Card:	Integrated Video,GMA 4600,DellOptiPlex 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 LicenseEnglish,Dell Optiplex (420-9670)		
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 forUltraSharp Flat Panel DisplaysDell Optiplex/Precision/ Latitude (313-6414)		
Cable:	OptiPlex 760 Small Form FactorStandard Power Supply (330-1884)		
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 (487-3664)		
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 (992-6607)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (992-6608)		
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 http://support.dell.com/ProSupport			

Service:	or call 1-866-518-31 (989-3449)
Installation:	Standard On-Site Installation Declined (800-9987)
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 (365-0257)
	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 (A0748670)	1	\$259.68	\$259.68
Windows Server CAL 2008 Sngl MVL Device CAL C R18-02830 (A1611602)	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.

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. 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

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.

2011 Financial Statements for Fresenius Medical Care Holdings, Inc. were submitted previously to the Board with #12-056, RAI Lincoln Highway, Fairview Heights and are the same financials that pertain to this application. In order to reduce bulk these financials can be referred to if necessary.

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
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New Circ.*		Gross Sq. Ft. Mod. Circ.*		Const. \$ (A x C)	Mod. \$ (B x E)
ESRD		\$142.00			7,000			994,000
Contingency		15.61			7,000			109,270
TOTALS		157.61			7,000			1,103,270
* Include the percentage (%) of space for circulation								

Criterion 1120.310 (d) – Projected Operating Costs

Year 2015

Salaries	\$555,981
Benefits	138,995
Supplies	<u>198,160</u>
Total	\$893,136

Annual Treatments 8,986

Cost Per Treatment \$99.39

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

Year 2015

Depreciation/Amortization	\$139,162
Interest	<u>0</u>
CAPITAL COSTS	\$139,162

Treatments: 8,986

Capital Cost per treatment \$15.49

Criterion 1120.310(a) Reasonableness of Financing Arrangements

Fresenius Medical Care Normal, 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

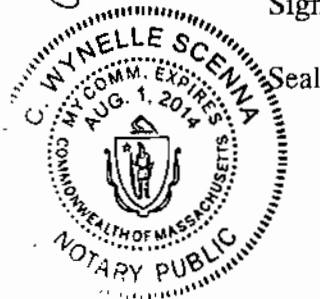
By: 
Title: Bryan Mello
Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this _____ day of _____, 2012

Notarization:
Subscribed and sworn to before me
this 18 day of July, 2012

Signature of Notary C Wynelle Scenna Signature of Notary

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: 
Title: Mark Fawcett
Vice President & Asst. Treasurer

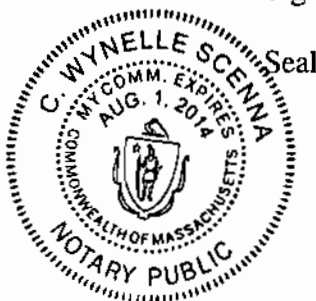
By: Bryan Melio
Title: Bryan Melio
Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this day of , 2012

Notarization:
Subscribed and sworn to before me
this 18 day of July, 2012

Signature of Notary C Wynelle Scenne Signature of Notary

Seal



Criterion 1120.310(b) Conditions of Debt Financing

Fresenius Medical Care Normal, LLC

In accordance with 77 ILL. ADM Code 1120, Subpart D, Section 1120.310, of the Illinois Health Facilities Planning 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: [Signature]
ITS: Mark Fawcett
Vice President & Treasurer

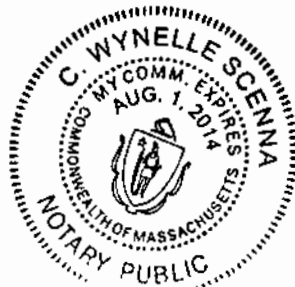
By: [Signature]
ITS: Bryan Mello
Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this _____ day of _____, 2012

Notarization:
Subscribed and sworn to before me
this 18 day of July, 2012

Signature of Notary C Wynelle Scenne Signature of Notary

Seal



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: [Signature]

ITS: Mark Fawcett
Vice President & Asst. Treasurer

By: [Signature]

ITS: Bryan Mello
Assistant Treasurer

Notarization:

Subscribed and sworn to before me
this _____ day of _____, 2012

Signature of Notary

Seal



Notarization:

Subscribed and sworn to before me
this 18 day of July, 2012

Signature of Notary

Seal

Safety Net Impact Statement

The establishment of the Fresenius Medical Care Normal dialysis facility will not have any impact on safety net services in the Bloomington/Normal 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 Medical Care provides care to all patients regardless of their ability to pay. There are 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 on the following page shows the amount of "self-pay" care and Medicaid services provided for the 3 fiscal years prior to submission of the application for all Fresenius Medical Care facilities in Illinois.

Safety Net Information Fresenius Medical Care Facilities in Illinois			
NET REVENUE	\$364,295,636	\$397,467,778	\$353,355,908
CHARITY CARE			
	2009	2010	2011
Charity Care (# of self-pay patients)	260	146	93
Charity (self-pay) Cost	\$3,642,751	\$1,307,966	632,154
% of Charity Care to Net Rev.	1.00%	.33%	0.2%
MEDICAID			
	2009	2010	2011
Medicaid (# of patients)	1,783	1,828	1,865
Medicaid (revenue)	\$40,401,403	\$44,001,539	\$42,367,328
% of Medicaid to Net Revenue	11.9%	11.07%	12%

2011 data accounts for in-center hemodialysis patients only. 2009 & 2010 included some home dialysis patients and we were unable to remove them from the above numbers. Going forward data on in-center patients only will be submitted

Uncompensated care #'s listed in the previous chart have gone down substantially over the past three years. This is due to an aggressive effort on our clinics part to obtain coverage for every patient. All ESRD patients can qualify for some type of coverage as is explained in Attachment 44.

While it may appear that the uncompensated numbers went down at a much higher rate than the rate the Medicaid numbers rose, one has to look at the percentage of the total number of patients/treatments for accurate comparison because the volume of Medicaid patients is significantly higher than that of uncompensated patients. For example in 2011 vs 2010 the percentage of the total for Medicaid was 12% and 11.7% respectively. In the same comparison for uncompensated care there was .2% vs .33% of the total. The Medicaid numbers increased .5% and the uncompensated care numbers decreased .1% as they relate to the total.

(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 per the Board's definition. They do provide uncompensated care. 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. It is rare in Illinois for patients to have no coverage as patients who are not Medicare eligible are Medicaid eligible. 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.

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

It is noted in the above charts on the following pages, 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.

Uncompensated Care By Facility

Facility	Uncompensated Treatments			Uncompensated Costs		
	2009	2010	2011	2009	2010	2011
Fresenius Alsip	0	0	0	0	0	0
Fresenius Antioch	102	0	0	27,356	0	0
Fresenius Aurora	83	87	13	18,102	20,475	3,008
Fresenius Austin Community	140	0	0	38,748	0	0
Fresenius Berwyn	715	228	102	159,825	50,216	21,728
Fresenius Blue Island	174	80	0	47,787	22,092	0
Fresenius Bolingbrook	48	21	0	12,190	4,945	0
Fresenius Bridgeport	528	45	150	116,096	9,767	35,073
Fresenius Burbank	721	49	40	174,834	11,589	9,742
Fresenius Carbondale	79	42	0	21,053	11,058	0
Fresenius Chicago	328	45	1	87,584	13,006	294
Fresenius Chicago Westside	146	0	43	47,296	0	12,683
Fresenius Congress Parkway	176	14	0	45,015	3,555	0
Fresenius Crestwood	67	320	69	16,604	81,301	17,203
Fresenius Decatur	0	0	0	0	0	0
Fresenius Deerfield	0	0	0	0	0	0
Fresenius Downers Grove	20	233	0	4,604	55,040	0
Fresenius Du Page West	76	34	0	17,683	8,106	0
Fresenius Du Quoin	37	10	0	10,153	2,664	0
Fresenius East Peoria	52	0	0	11,791	0	0
Fresenius Elgin	0	0	0	0	0	0
Fresenius Elk Grove	127	53	51	28,162	11,934	12,501
Fresenius Evanston	194	215	90	48,763	55,760	22,969
Fresenius Evergreen Park	510	197	12	135,802	51,112	3,113
Fresenius Garfield	177	54	171	45,571	13,562	38,597
Fresenius Glendale Heights	159	15	9	34,921	3,565	2,023
Fresenius Glenview	87	46	169	19,416	9,809	37,965
Fresenius Greenwood	251	179	26	60,119	42,049	6,103
Fresenius Gurnee	122	35	25	28,363	7,609	5,350
Fresenius Hazel Crest	34	22	83	8,927	5,874	20,550
Fresenius Hoffman Estates	33	17	19	7,219	3,783	4,173
Fresenius Jackson Park	528	3	0	121,478	637	0
Fresenius Kewanee	0	72	0	0	20,269	0
Fresenius Lake Bluff	65	5	21	16,903	1,052	4,824
Fresenius Lakeview	27	13	11	7,284	3,026	2,712
Fresenius Lombard	0	0	0	0	0	0
Fresenius Macomb	0	0	0	0	0	0
Fresenius Marquette Park	362	0	0	90,374	0	0
Fresenius McHenry	186	5	1	53,929	1,240	265
Fresenius McLean County	67	19	23	16,821	4,012	5,111
Fresenius Melrose Park	19	0	2	5,048	0	479
Fresenius Merrionette Park	105	41	46	27,067	9,535	10,728
Fresenius Midway	0	0	0	0	0	0
Fresenius Mokena	44	3	0	15,784	976	0
Fresenius Morris	42	104	0	11,078	27,519	0
Fresenius Naperville	301	100	0	62,828	21,795	0
Fresenius Naperville North	183	0	18	45,371	0	3,887

Continued...

Continued Uncompensated Care by Facility

Facility	Uncompensated Treatments			Uncompensated Costs		
	2009	2010	2011	2009	2010	2011
Fresenius Niles	152	26	10	36,586	5,912	2,274
Fresenius Norridge	6	3	0	1,433	718	0
Fresenius North Avenue	94	74	0	23,140	17,785	0
Fresenius North Kilpatrick	0	64	0	0	14,161	0
Fresenius Northcenter	121	78	0	33,725	19,191	0
Fresenius Northwestern	226	77	160	54,801	20,482	43,652
Fresenius Oak Park	126	6	0	29,782	1,370	0
Fresenius Orland Park	121	0	12	29,308	0	3,072
Fresenius Oswego	12	1	0	3,294	277	0
Fresenius Ottawa	8	2	3	2,377	443	844
Fresenius Palatine	0	0	0	0	0	0
Fresenius Pekin	0	20	100	0	4,582	22,951
Fresenius Peoria Downtown	46	45	24	10,787	10,650	5,674
Fresenius Peoria North	54	13	0	12,693	3,116	0
Fresenius Plainfield	0	8	7	0	4,776	1,803
Fresenius Polk	231	104	102	57,903	25,023	25,642
Fresenius Pontiac	19	0	0	4,664	0	0
Fresenius Prairie	114	54	215	29,278	13,918	50,109
Fresenius Randolph County	4	32	0	1,200	8,794	0
Fresenius Rockford	74	24	0	23,729	6,932	0
Fresenius Rodgers Park	328	224	48	85,308	55,507	11,633
Fresenius Rolling Meadows	0	204	215	0	50,445	52,184
Fresenius Roseland	164	99	9	60,432	29,927	2,593
Fresenius Ross Dialysis Englewood	184	8	12	51,398	2,031	3,151
Fresenius Round Lake	182	1	54	42,228	231	12,274
Fresenius Saline County	21	11	0	5,679	2,892	0
Fresenius Sandwich	18	3	0	8,054	966	0
Fresenius Skokie	18	10	25	4,418	2,606	6,609
Fresenius South Chicago	747	278	135	196,277	67,614	31,622
Fresenius South Holland	127	104	0	29,620	24,321	0
Fresenius South Shore	110	8	0	29,182	1,943	0
Fresenius South Suburban	566	241	41	139,684	57,649	9,809
Fresenius Southside	483	137	27	120,241	32,823	6,263
Fresenius Southwestern Illinois	0	0	0	0	0	0
Fresenius Spoon River	38	35	0	8,910	8,633	0
Fresenius Spring Valley	1	31	9	221	6,446	1,952
Fresenius Streator	0	0	34	0	0	11,545
Fresenius Uptown	134	110	2	43,063	32,398	533
Fresenius Villa Park	369	27	0	91,054	6,488	0
Fresenius West Belmont	191	70	76	51,405	17,653	18,057
Fresenius West Chicago	44	0	0	23,875	0	0
Fresenius West Metro	880	237	143	178,477	47,199	29,431
Fresenius West Suburban	273	146	37	60,862	32,995	8,190
Fresenius Westchester	0	0	0	0	0	0
Fresenius Williamson County	0	28	0	0	7,360	0
Fresenius Willowbrook	45	0	0	10,771	0	0
Totals	13,448	5,037	2,695	3,343,810	1,235,189	642,947

Medicaid Treatments/Costs By Facility

Facility	Medicaid Treatments			Medicaid Costs		
	2009	2010	2011	2009	2010	2011
Alsip	624	749	732	188,014	212,319	202,715
Antioch	148	937	763	39,693	228,932	187,329
Aurora	1,230	1,521	1,464	267,289	356,763	338,760
Austin Community	1,574	2,111	2,405	435,633	514,900	631,509
Berwyn	3,618	4,102	3,792	808,338	903,204	807,772
Blue Island	1,901	1,937	2,043	521,183	537,714	525,668
Bolingbrook	1,246	1,628	1,721	316,437	382,502	403,285
Bridgeport	4,570	5,610	6,674	1,004,278	1,223,924	1,560,507
Burbank	2,142	2,046	2,274	519,411	488,784	553,829
Carbondale	1,214	1,650	885	323,528	434,440	208,033
Chicago	5,466	5,279	4,898	1,459,549	1,525,782	1,439,559
Chicago Westside	3,509	3,807	4,690	1,136,730	1,095,994	1,383,369
Congress Parkway	3,685	4,197	4,713	942,506	1,065,797	1,136,642
Crestwood	1,166	1,072	1,090	288,958	272,784	271,757
Decatur	1	136	221	234	35,461	57,763
Deerfield	0	100	156	0	43,140	50,046
Downers Grove	1,010	995	1,166	232,543	234,923	271,484
Du Page West	2,086	2,725	2,097	484,530	645,664	501,321
Du Quoin	318	203	99	87,259	54,088	24,270
East Peoria	607	1,083	548	137,256	245,724	128,413
Elgin	0	0	90	0	0	73,782
Elk Grove	1,414	1,996	2,207	313,551	453,597	541,081
Evanston	1,513	1,535	1,592	380,303	397,971	406,302
Evergreen Park	2,284	3,231	2,730	608,498	836,493	708,304
Garfield	2,684	3,299	3,238	691,027	828,310	730,863
Glendale Heights	2,085	2,332	2,290	457,922	554,123	514,638
Glenview	984	992	1,055	219,602	213,744	236,999
Greenwood	3,349	3,712	3,894	802,189	872,008	914,042
Gurnee	1,859	2,143	2,688	432,191	472,662	575,243
Hazel Crest	979	657	585	257,041	179,494	144,844
Hoffman Estates	1,726	2,513	3,112	377,555	559,184	683,470
Jackson Park	5,444	5,972	5,101	1,252,508	1,521,259	1,210,846
Kewanee	182	146	220	50,299	41,100	61,426
Lake Bluff	1,541	1,354	1,402	400,725	316,621	322,029
Lakeview	1,398	1,516	1,811	377,127	352,907	446,470
Lombard	0	0	44	0	0	21,595
Macomb	212	116	145	55,286	29,952	40,553
Marquette Park	2,339	2,473	2,126	583,937	678,627	541,896
McHenry	457	546	406	132,590	150,364	107,459
McLean County	1,225	1,044	711	307,556	220,456	157,995
Melrose Park	1,015	1,390	1,573	269,659	346,195	376,797
Merrionette Park	1,001	749	526	258,043	176,214	122,674
Midway	0	28	304	0	35,664	105,702
Mokena	0	125	295	0	40,676	82,346
Morris	119	200	324	31,388	52,788	78,235
Naperville	512	544	536	106,931	119,021	118,367
Naperville North	494	654	719	122,478	149,538	155,271

Continued...

Continued Medicaid Treatments/Costs By Facility

Facility	Medicaid Treatments			Medicaid Costs		
	2009	2010	2011	2009	2010	2011
Niles	1,675	1,914	2,129	403,072	443,720	484,136
Norridge	858	1,037	1,079	204,977	248,143	254,192
North Avenue	1,818	1,854	1,472	447,539	445,567	320,511
North Kilpatrick	2,323	2,504	3,856	507,261	553,942	820,684
Northcenter	1,603	1,981	2,015	446,783	490,534	479,942
Northwestern	3,103	2,954	3,322	752,429	789,266	906,323
Oak Park	1,972	2,142	1,836	466,108	488,856	428,507
Orland Park	734	774	606	177,784	205,942	155,116
Oswego	454	482	239	124,620	133,606	63,061
Ottawa	141	70	118	41,889	20,685	33,187
Palatine	0	0	15	0	0	12,802
Pekin	24	136	168	5,392	31,957	38,557
Peoria Downtown	1,238	1,283	856	290,322	306,923	202,385
Peoria North	374	265	229	87,495	63,487	54,170
Plainfield	0	390	695	0	124,618	178,985
Polk	3,151	3,509	3,042	791,176	845,905	764,725
Pontiac	185	284	261	45,411	67,468	61,369
Prairie	1,067	1,108	1,994	274,030	288,116	464,734
Randolph County	190	251	157	57,007	68,980	41,764
Rockford	540	747	0	174,124	215,743	0
Rodgers Park	1,433	1,756	2,268	372,702	435,136	549,669
Rolling Meadows	1,543	2,100	1,629	358,921	519,165	395,386
Roseland	641	1,506	1,702	236,200	455,105	490,393
Ross Dialysis Englewood	814	1,936	2,153	227,382	491,305	565,256
Round Lake	1,909	2,661	2,007	442,931	615,524	456,196
Saline County	676	441	189	182,823	121,425	54,160
Sandwich	60	145	212	32,813	46,687	65,769
Skokie	850	1,096	443	208,691	285,530	117,111
South Chicago	3,995	5,002	5,628	1,049,703	1,216,563	1,318,286
South Holland	1,304	1,603	1,366	304,132	374,873	344,529
South Shore	2,143	1,900	1,858	568,522	492,073	480,279
South Suburban	1,392	1,804	1,917	343,534	431,533	458,639
Southside	5,249	6,248	5,999	1,306,722	1,502,272	1,391,565
Southwestern Illinois	296	428	425	73,467	111,204	113,186
Spoon River	11	30	26	2,579	7,400	6,120
Spring Valley	39	267	356	8,607	56,430	77,209
Streator	7	34	30	2,692	11,273	10,187
Uptown	701	1,037	1,427	225,278	306,675	380,027
Villa Park	922	1,037	988	227,334	249,280	218,544
West Belmont	2,495	3,388	3,950	671,493	860,433	938,469
West Chicago	8	429	579	4,341	146,150	176,609
West Metro	6,331	7,147	5,727	1,283,292	1,422,379	1,178,679
West Suburban	5,951	5,841	5,234	1,326,700	1,324,430	1,158,568
Westchester	669	429	246	167,778	112,477	65,140
Williamson County	363	435	420	88,017	116,421	103,203
Willowbrook	474	1,065	1,087	113,458	250,894	254,937
Totals	134,666	156,600	156,121	32,811,313	37,899,912	37,298,532

(see following page for patient coverage options)

Charity Care Information
ATTACHMENT - 44

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.

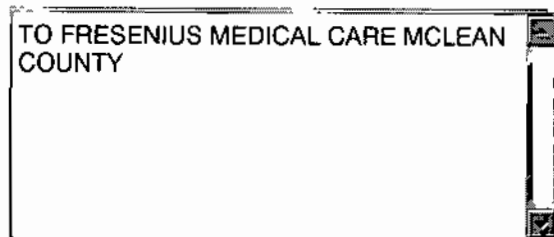
MAPQUEST.

Trip to 1505 Eastland Dr

Bloomington, IL 61701-3534

2.30 miles - about 4 minutes

Notes



1531 E College Ave, Normal, IL 61761-6194



1. Start out going **east** on **E College Ave** toward **Mall Dr.** go 0.2 mi



2. Turn **right** onto **S Veterans Pky / I-55-BL S / N Veterans Pky**. Continue to follow **S Veterans Pky / I-55-BL S**. go 1.8 mi



3. Turn **right** onto **Eastland Dr.** go 0.2 mi



4. **1505 EASTLAND DR** is on the **left**. go 0.0 mi



1505 Eastland Dr, Bloomington, IL 61701-3534

Total Travel Estimate : 2.30 miles - about 4 minutes

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

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Illinois Kidney Disease & Hypertension Center

Nephrology Associates

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Robert T. Sparrow, M.D., F.A.S.H.
Benjamin R. Pflederer, M.D.
David C. Kosborough, M.D.
Timothy A. Pflederer, M.D.
Paul T. Dreyer, M.D.
Gordon W. James, M.D.
Robert Brulha, M.D.
Samer B. Sader, M.D.
Anthony R. Hornick, M.D.
Alexander J. Alonso, M.D.
Smita R. Panulaparthi, M.D.

Surgery Associates

Beverly L. Ketel, M.D.
Timothy P. O'Connor, M.D., F.A.C.S.

Physician Assistants

Julie A. DeSutter, P.A.-C.
Holly R. Walker, P.A.-C.

Nurse Practitioners

Tonya K. McDougall, M.S.N., F.N.P.
Karen A. Helfers, M.S.N., F.N.P.
Judith A. Danzzen, A.P.R.N.-B.C.

Administrator

Beth A. Shaw, MBA

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1100 E. Norris Drive
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501 E. Grant St.
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Medical Office Building, Suite 212
Peoria, IL 61604

Perry Memorial Hospital
530 Park Avenue East, Room 335
Princeton, IL 61356

107 Tremont Street
Hopedale, IL 61741

Graham Hospital
210 W. Walnut
1st Floor, Outpatient Clinic
Canton, IL 61520

1405 E. 12th St., Suite 600
Mendota, IL 61342

205 South Park
Streator, IL 61364

July 25, 2012

Ms. Courtney Avery

Administrator

Illinois Health Facilities & Services Review Board

525 W. Jefferson St., 2nd Floor

Springfield, IL 62761

Dear Ms. Avery:

My name is Robert Sparrow, M.D. and I am a nephrologist practicing in central Illinois with Renal Care Associates (RCA) and the practice president. I am writing to support the establishment of the Fresenius Normal dialysis facility. The McLean County facility serving the Bloomington/Normal community has been growing steadily over the past several years and is nearing 80% utilization. High utilization limits treatment schedule options and as the utilization continues to rise, access will be severely limited. There are no other facilities within 30 minutes travel time. It is expected that in the next year or two that this facility will be close to capacity making access non-existent. Establishing a facility in Normal will address this need.

I along with my partners at Renal Care Associates have referred 208 new patients for hemodialysis services over the past twelve months. We were treating 563 hemodialysis patients at the end of 2009, 635 at the end of 2010, 728 at the end of 2011 and as of June 30, 2012 we were treating 688. We have over 900 patients in our practice in various stages of kidney failure. There are 112 patients living in the Normal area that I expect would begin dialysis at the new Normal facility (accounting for a 30% loss of patients prior to dialysis commencement approximately 78 will be referred in the first two years of operation of the clinic). This number is separate from the patients that I will continue to admit to the current Bloomington facility.

RCA strongly encourages patients to explore other treatment choices such as transplantation and home dialysis through pre-dialysis education. We currently have 125 patients dialyzing at home. The central Illinois clinics at which we serve as medical director have had a combined average of 37 transplants per year over the last four years.



112
RenalCare
Associates, S.C.

Physician Referral Letter
APPENDIX - 2

Renal Care Associates respectfully ask the Board to approve Fresenius Medical Care Normal dialysis facility to keep access available in the Bloomington/Normal area and to meet the determined need. Thank you for your consideration.

Sincerely,

Robert Sparrow, M.D.

Robert Sparrow, M.D.

State of Illinois
Notarization: County of Peoria
Subscribed and sworn to before me
this 25th day of July, 2012
Alice J. Musselman
Signature of Notary
(seal)



**NEW HEMODIALYSIS REFERRALS OF RENAL CARE ASSOCIATES FOR
THE TIME PERIOD 07/01/2011 – 06/30/2012**

Zip Code	Fresenius Medical Care											Total
	Bloomington	Spoon River	East Peoria	Kewanee	Macomb	Ottawa	Pekin	Peoria Downtown	Peoria North	Pontiac	Spring Valley	
60531						2						2
61301											3	3
61329											1	1
61341						2						2
61342											1	1
61348						1					2	3
61350						11						11
61356											5	5
61359											1	1
61360						1						1
61362											1	1
61364												6
61369										1		1
61370						1						1
61377											1	1
61379											1	1
61422					1							1
61441		1										1
61443				4								4
61455					3							3
61520		4					2					6
61523									3			3
61529		1	1									2
61531		1										1
61534							1					1
61536			1						1			2
61537									1			1
61540									1			1
61542								1				1
61546							2					2
61548			1									1
61550			2					1				3
61554			2				12					14
61559				1					1			2
61560									1		1	2
61569		1										1
61571			8									8
61572		1										1
61603								8	1			9
61604			1					9	3			13
61605								7				7
61606			1									1
61607			4					2				6
61610								1				1
61611			8									8
61614			1					4	4			9
61615								3	3			6
61616								1	1			2
61701	14									1		15
61702	2											2
61704	7											7
61721	1											1
61725	1											1
61727	2											2
61728										1		1
61739										1		1
61745	2											2
61747							1					1
61761	2											2
61764										4		4
61774	1											1
61776	1											1
62644		1										1
63115	1											1
Total	34	10	20	5	4	18	18	37	20	8	16	208

Physician Referral Letter

APPENDIX - 2

HEMODIALYSIS PATIENTS AS OF DECEMBER 31, 2009

TREMONT MEDICAL CARE													
ZIP CODE	BLOOMINGTON	EAST PIORIA	ETWANT	MACOMB	OTTAWA	PEKIN	PIORIA DOWNTOWN	PIORIA NORTH	PONTIAC	SPRING RIVER	SPRING VALLEY	STreator	TOTAL
60145							1						1
60420									3				3
60429									2				2
60430												1	1
60510							1						1
60519					1								1
60543					1								1
60551									8				8
60554									1				1
60556									1				1
61282				1					1				2
61301								2			11		13
61313											1		1
61314			1										1
61317											2		2
61319									3			1	4
61321	1												1
61322											5		5
61327											2		2
61329											1		1
61335											1		1
61341					6								6
61347											8		8
61348											5		5
61350					13							1	14
61354										8			8
61356			1							3			4
61360					1								1
61361				1				1					2
61362											8		8
61364					8							12	20
61373					2								2
61375												2	2
61381								1					1
61382													1
61422						3							3
61436				1									1
61441						2							2
61447			15										15
61449					1								1
61450					1								2
61455					8								8
61483			2										2
61484				1									1
61491								1					1
61512								1					1
61528										8			8
61529							1	4		1			6
61534									1				1
61535							1						1
61538										1			1
61537		1									2		3
61542										1			1
61546						5				2			7
61548			3										3
61550			3				1	1					5
61552								1					1
61554			2			24	1			2			29
61555						2							2
61559								1					1
61561	1	1											2
61562								1					1
61564						2							2
61568						2							2
61569										1			1
61571		12					1						13
61582							1						1
61583		6					13	2					21
61584		5					27	8					40
61585		4					47	9					60
61586							4						4
61587						1	5	1					7
61587A			3				1						4
61611		18						1					19
61612							1						1
61614		8					2	12					22
61615		1					6	8					15
61616		1					4	3					8
61650							1						1
61653			1				1						2
61701	22							1					25
61702	2												2
61704	11												11
61705	1												1
61721	3												3
61722	1												1
61730	1												1
61732	1												1
61734						3							3
61735	2												2
61741									1				1
61745	2												2
61747						1							1
61748	1								1				2
61752	2												2
61753													1
61755		1											1
61759						1							1
61761	20							1					21
61764									12				12
61765									1				1
61777	2												2
61802								1					1
61842	2												2
61851													1
62644										4			4
TOTAL	79	64	21	18	28	41	123	38	25	25	68	17	365

INTERNATIONAL MEDICAL CARE

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HEMODIALYSIS PATIENTS AS OF JUNE 30, 2012

Zip Code	Freeman Medical Care											Total
	Bloomington	Spoon River	East Peoria	Kewanee	Macomb	North Peoria	Ottawa	Pekin	Peoria	Downsview	Spring Valley	
60062									1			1
60420										2		2
60460									1			1
60476									1			1
60518							1				1	2
60521							1					1
60543							1					1
60551							1					1
60621	1											1
60643					1							1
60651	1											1
60707										1		1
60921										2		2
60929										2		2
60934									1			1
61201					1							1
61301			1							9		10
61312										1		1
61318										1	1	2
61320										1		1
61322										7		7
61327										1		1
61328										1		1
61336										1		1
61341							5					5
61342							1			6		7
61348							1			3		4
61349										1		1
61350			1				22					23
61354										2		2
61356										15		15
61359										1		1
61360							1					1
61361				1								1
61362										12		12
61364		1					3			1	19	24
61369										1		1
61373							2					2
61375										1		1
61379										2		2
61422					2							2
61427		2										2
61434				1								1
61441		1										1
61443				13								13
61450												1
61455						11						11
61463				2								2
61464					2							2
61491				1								1
61517						3						3
61520		15						1				16
61523						6			1			7
61524		1										1
61526						2						2
61528						1			1			2
61529		3	1									4
61530			3									3
61531		4										4
61533								1				1
61534												1
61536		1	1			1						3
61537						1				2		3
61540			1			2						3
61542		2										2
61546						1		1	1			3
61547												1
61548			4									4
61550			4						2			6
61554			4			1		32	1			38
61555								1				1
61559						2						2
61560						1				1		2
61561	1		1									2
61562						1						1
61564								2				2
61565						1						1
61568								1				1
61569		2							2			4
61571			23									23
61572		3										3
61601									1			1
61602						1						1
61603			3			2			20			25
61604			2						13			15
61605			4			2			44			50
61606			1						2			3
61607			3			1		1	7			12
61610			3						2			5
61611	1		12						1			14
61612									1			1
61614			2			17			7			26
61615			2			6			7			15
61616			1			4			2			7
61650									1			1
61653						1						1
61701	26											26
61702	4											4
61704	17											17
61705	3							1				4
61721	1											1
61725	1											1
61726									2			2
61727	3											3
61728									2			2
61730	1											1
61734								1				1
61738	1											1
61739									2			2
61740											1	1
61745	3											3
61747								1				1
61748	2								1			3
61752	3											3
61753			1									1
61755									2			2
61760												1
61761	16									15		31
61764										1		1
61766												1
61774	2											2
61778	1											1
61842	1											1
61850	1											1
61840	1											1
62011												1
62367						1						1
62544		2						1				3
62537								1				1
72351												1

**PRE-ESRD PATIENTS EXPECTED TO BE REFERRED TO THE NORMAL
FACILITY THE 1ST TWO YEARS AFTER RELOCATING**

Zip Code	Patients
61701	15
61705	9
61725	1
61726	6
61730	2
61732	1
61738	6
61748	3
61753	4
61761	63
61776	2
Total	112

(It is expected that approximately 30% of the above patients will no longer require dialysis services by the time the facility is relocated due to death, transplant or moving out of the area. Therefore approximately 78 of the above patients will actually begin dialysis services at the Normal facility.)