

Original

13-027

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

RECEIVED

MAY 17 2013

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

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

Facility Name: <i>Fresenius Medical Care Glendale Heights</i>		
Street Address: <i>130 E. Army Trail Road</i>		
City and Zip Code: <i>Glendale Heights 60139</i>		
County: <i>Cook</i>	Health Service Area <i>7</i>	Health Planning Area:

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

Exact Legal Name: <i>WSKC Dialysis Services, Inc. d/b/a Fresenius Medical Care Glendale Heights</i>	
Address: <i>920 Winter Street, Waltham, MA 02451</i>	
Name of Registered Agent: <i>CT Systems</i>	
Name of Chief Executive Officer: <i>Ron Kuerbitz</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: *Fresenius Medical Care Holdings, Inc.*Address: *920 Winter Street, Waltham, MA 02451*Name of Registered Agent: *CT Systems*Name of Chief Executive Officer: *Ron Kuerbitz*CEO Address: *920 Winter Street, Waltham, MA 02451*Telephone Number: *800-662-1237***Type of Ownership of 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.**Primary Contact**Name: *Lori Wright*Title: *Senior CON Specialist*Company Name: *Fresenius Medical Care*Address: *One Westbrook Corporate Center, Tower One, Suite 1000, Westchester, IL 60154*Telephone Number: *708-498-9121*E-mail Address: *lori.wright@fmc-na.com*Fax Number: *708-498-9334***Additional Contact**

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

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

Post Permit Contact

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

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

Additional Contact

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

Name: <i>Clare Ranalli</i>
Title: <i>Attorney</i>
Company Name: <i>McDermott, Will & Emery</i>
Address: <i>227 W. Monroe Street, Suite 4700, Chicago, IL 60606</i>
Telephone Number: <i>312-984-3365</i>
E-mail Address: <i>cranalli@mwe.com</i>
Fax Number: <i>312-984-7500</i>

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: <i>Glendale Heights Retail Investors, LLC</i>
Address of Site Owner: <i>One Trans AM Plaza, Suite 310, Oakbrook Terrace, IL 60181</i>
Street Address or Legal Description of Site: <i>130 E. Army Trail Road, Glendale Heights, 60139</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>WSKC Dialysis Services, Inc. d/b/a Fresenius Medical Care Glendale Heights</i>		
Address: <i>920 Winter Street, Waltham, MA 02451</i>		
☐ 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.		
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 ☒ Emergency	Part 1120 Applicability or Classification: [Check one only.] ☐ Part 1120 Not Applicable ☐ Category A Project ☐ Category B Project ☐ DHS or DVA Project
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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.

WSKC Dialysis Services, Inc. is requesting emergency permit to relocate its Glendale Heights facility pursuant to 77IAC 1130.610. The clinic closed effective April 18, 2013 due to extensive flood damage.

The Illinois Health Facilities and Services Review Board and the Illinois Department of Public Health were both notified of the temporary discontinuation while the decision was made to either do extensive renovations on the current site or to relocate to a flood-free area. The written request for emergency classification was submitted to the Board on May 13, 2013.

When the clinic flooded there were 92 patients receiving dialysis treatment at the site, and it was 73% utilized. (Utilization had been above 80% for many years and 4 new stations were added effective October 2012 per #E-006-12 with 2 years allowed to reach 80%.) These patients are currently being treated at other Fresenius facilities, but their lives have been disrupted due to the change in shift times for many of them, not to mention transportation and travel issues.

The new clinic site will be in an existing building at 130 E. Army Trail Road, Glendale Heights (see attached letter of intent to for leased space) in the Hilltop Center strip mall and is not located in a flood plain (see attached flood plain determination). It is 3.3 miles and 5 minutes from the previous clinic site in Glendale Heights. Both are located in HSA 7. We will be able to accommodate all of the patients that had previously dialyzed at the Glendale Heights facility and will be at 80% utilization or higher per #E-006-12 and will not have to rely on physician referrals to achieve that target utilization. We hope to be able to start treating patients at the new site within 4-6 months (9/13 – 11/13).

Dr. Ernest DeJesus is the Medical Director of the current site and will remain the Medical Director after the relocation. A patient transfer agreement with Central DuPage Hospital in Winfield is in place and will continue to remain in effect after the relocation.

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	1,931,000	N/A	1,931,000
Contingencies	190,000	N/A	190,000
Architectural/Engineering Fees	197,500	N/A	197,500
Consulting and Other Fees	N/A	N/A	N/A
Movable or Other Equipment (not in construction contracts)	398,600	N/A	398,600
Bond Issuance Expense (project related)	N/A	N/A	N/A
Net Interest Expense During Construction (project related)	N/A	N/A	N/A
Fair Market Value of Leased Space or Equipment	2,275,500 343,375	2,618,875	N/A 2,618,875
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	5,335,975		5,335,975
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	2,409,600	N/A	2,409,600
Pledges	N/A	N/A	N/A
Gifts and Bequests	N/A	N/A	N/A
Bond Issues (project related)	N/A	N/A	N/A
Mortgages	N/A	N/A	N/A
Leases (fair market value)	2,618,875	N/A	2,618,875
Governmental Appropriations	N/A	N/A	N/A
Grants	N/A	N/A	N/A
Other Funds and Sources	307,500*	N/A	307,500*
TOTAL SOURCES OF FUNDS	5,335,975	N/A	5,335,975
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT-7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

*Total construction cost is \$2,121,000 however, the landlord is to contribute \$307,500 in tenant improvement allowance to be paid back over the term of the lease, but relates directly to the construction costs.

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 \$ <u>184,546</u> .		

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): <u>07/31/2014</u>	
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							
Total Clinical							
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL							

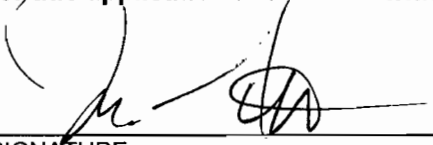
APPEND DOCUMENTATION AS **ATTACHMENT-9** IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

CERTIFICATION

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

- 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 WSKC Dialysis Services, 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

PRINTED NAME **Mark Fawcett**
Vice President & Treasurer

PRINTED TITLE

Notarization:
Subscribed and sworn to before me

this ____ day of _____ 2013

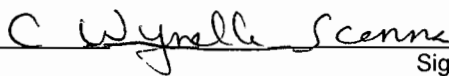

SIGNATURE

Bryan Mello
PRINTED NAME
Assistant Treasurer

PRINTED TITLE

Notarization:
Subscribed and sworn to before me

this 14 day of May 2013


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 & Treasurer

PRINTED TITLE

SIGNATURE

Bryan Mello
Assistant Treasurer

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this ____ day of _____ 2013

Notarization:

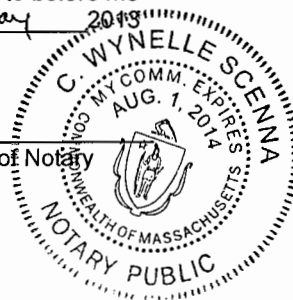
Subscribed and sworn to before me
this 14 day of May 2013

Signature of Notary

Seal

Signature of Notary

Seal



*Insert EXACT legal name of the applicant

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	12-13
2	Site Ownership	14-20
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	21
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	22
5	Flood Plain Requirements	23-24
6	Historic Preservation Act Requirements	25
7	Project and Sources of Funds Itemization	26-27
8	Obligation Document if required	28
9	Cost Space Requirements	29
10	Discontinuation	
11	Background of the Applicant	
12	Purpose of the Project	
13	Alternatives to the Project	
14	Size of the Project	
15	Project Service Utilization	
16	Unfinished or Shell Space	
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	
23	Neonatal Intensive Care	
24	Open Heart Surgery	
25	Cardiac Catheterization	
26	In-Center Hemodialysis – Patient Transfer Agreement	30-32
27	Non-Hospital Based Ambulatory Surgery	
28	General Long Term Care	
29	Specialized Long Term Care	
30	Selected Organ Transplantation	
31	Kidney Transplantation	
32	Subacute Care Hospital Model	
33	Post Surgical Recovery Care Center	
34	Children's Community-Based Health Care Center	
35	Community-Based Residential Rehabilitation Center	
36	Long Term Acute Care Hospital	
37	Clinical Service Areas Other than Categories of Service	
38	Freestanding Emergency Center Medical Services	
	Financial and Economic Feasibility:	
39	Availability of Funds	
40	Financial Waiver	
41	Financial Viability	
42	Economic Feasibility	
43	Safety Net Impact Statement	
44	Charity Care Information	
Appendix 1	MapQuest Travel Times	
Appendix 2	Physician Referral Letters & Patient Referrals	



To all to whom these Presents Shall Come, Greeting:

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

WSKC DIALYSIS SERVICES, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 31, 1969, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1304402066

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 13TH
day of FEBRUARY A.D. 2013 .*

Jesse White

SECRETARY OF STATE

Certificate of Good Standing
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: *Ron Kuebitz*CEO Address: *920 Winter Street, Waltham, MA 02541*Telephone Number: *781-669-9000***APPEND DOCUMENTATION AS ATTACHMENT-1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.****Type of Ownership**

- | | | |
|--|--|--------------------------------|
| ☐ 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.

Site Ownership

Exact Legal Name of Site Owner: <i>Glendale Heights Retail Investors, LLC</i>
Address of Site Owner: <i>One Trans AM Plaza, Suite 310, Oakbrook Terrace, IL 60181</i>
Street Address or Legal Description of Site: <i>130 E. Army Trail Road, Glendale Heights, 60139</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.



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

May 8, 2013

Pam Miskowicz

Associate

Brokerage Retail Services
700 Commerce Drive Suite 550
Oakbrook, IL 60523

RE: **Fresenius Medical Care**
Request for Proposal – Glendale Heights, IL

Dear Pam,

Cushman & Wakefield has been exclusively authorized by Fresenius Medical Care, a wholly owned subsidiary of Fresenius Medical Care Holdings, Inc. d/b/a Fresenius Medical Care North America ("FMCNA") to present the following letter of intent to lease space from your company.

FMCNA is the world's leading provider of dialysis products and services. The company manages in excess of 3,500 kidney dialysis clinics and 50 billing centers and regional offices throughout North America.

LANDLORD:

Please indicate who building ownership is.
Glendale Heights Retail Investors, LLC

TENANT:

Fresenius Medical Care

LOCATION:

Hilltop Center
130 Army Trail Road,
Glendale Hts., IL 60139

INITIAL SPACE
REQUIREMENTS:

Approximately 12,300 contiguous rentable 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.

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.

DELIVERY OF PREMISES:

Landlord shall deliver the Premises to FRESANIUS MEDICAL CARE for completion of the Tenant Improvements upon substantial completion of the shell.

OPTIONS TO RENEW:

Two (2), five (5) year options to renew the Lease. Option rental rates shall be 2.5% per year. FRESANIUS MEDICAL CARE shall provide one hundred eight (180) days' prior written notification of its desire to exercise the option.

BASE RENTAL RATE:

Please indicate the rate per square foot per year for the proposed suite for the base term and any option periods. \$16.25 beginning in year one

ESCALATION:

Please state the Escalation if any. \$.50 per year beginning in the second lease year.

TENANT ALLOWANCE:

Please include your proposed tenant improvement allowance. Landlord will provide \$25.00 per square foot in tenant improvement allowance.

CONCESSIONS:

A rent free period of 3 months upon lease commencement.

USE:

FRESANIUS 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. FRESANIUS 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.

**CONTRACTOR FOR
TENANT IMPROVEMENTS:**

FRESANIUS MEDICAL CARE will hire a contractor and/or subcontractors of their choosing to complete their tenant improvements utilizing the tenant allowance. FRESANIUS 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:

Please include the amount of TONS of HVAC that currently serves the premises and the age of the units. The demised premises currently has 30 tons of HVAC serving the premises. The age of the unit(s) is 3 – 5 years of age. LL will guarantee the units for the term and deliver the unit(s) in good working order. ____

DELIVERIES:

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

EMERGENCY GENERATOR:

FRESANIUS 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:**

FRESANIUS 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

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.

architect and submitted for approvals and permits. All building permits shall be the Tenant'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 a parking ratio of 5 per 1,000 RSF with as many of those spaces as possible to be directly in front of the building for patient use. FRESENIUS MEDICAL CARE shall require that 10% of the parking (**specify number**) be 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 associate with the building, currently estimated at \$5.00psf.

**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

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.

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 Fresenius 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:

Landlord confirms that there is no asbestos present in the building and that there are no contaminants or environmental hazards in or on the property. A Phase One Environmental Study has been conducted and has been made available for DIALYSIS CENTERS OF AMERICA-ILLINOIS, INC. 's review. Landlord also confirms that no other tenants

or their activities present issues as to the generation of hazardous materials.

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:

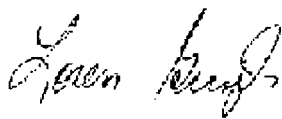
This proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive Lease agreement 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 ____ day of _____, 2013

By: _____

Title: _____

AGREED AND ACCEPTED this ____ day of _____, 2013

By: _____

Title: _____

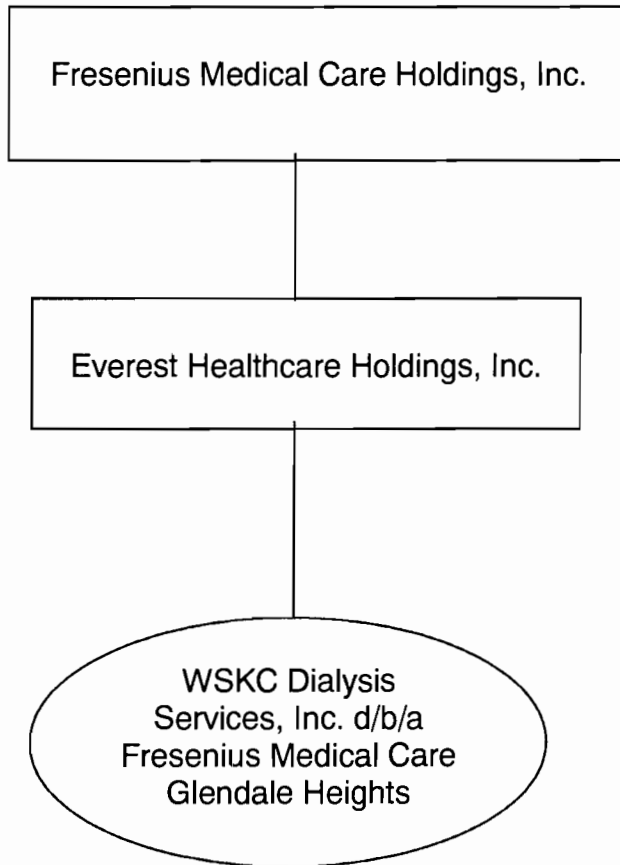
No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

Operating Identity/Licensee

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

Exact Legal Name: <i>WSKC Dialysis Services, Inc. d/b/a Fresenius Medical Care Glendale Heights</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.		

Certificate of Good Standing at Attachment – 1.



Flood Plain Requirements

The proposed site for the establishment (relocation) of Fresenius Medical Care Glendale Heights complies with the requirements of Illinois Executive Order #2005-5. The site, 130 E. Army Trail Road, Glendale Heights, is not located in a flood plain as can be seen on the FEMA flood plain map on the following page.



Illinois Historic
Preservation Agency

FAX (217) 782-8161

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

DuPage County

Glendale Heights

CON - Relocation of Dialysis Facility

Existing - 200 North Ave., Proposed - 130 E. Army Trail Road

IHPA Log #008051313

May 14, 2013

Lori Wright

Fresenius Medical Care

One Westbrook Corporate Center

Tower One, Suite 1000

Westchester, IL 60154

Dear Ms. Wright:

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

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

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

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

Sincerely,

Anne E. Haaker

Anne E. Haaker

Deputy State Historic

Preservation Officer

SUMMARY OF PROJECT COSTS

Modernization Contracts

	96,550
Temp Facilities, Controls, Cleaning, Waste Management	4,800
Concrete	24,700
Masonry	29,350
Metal Fabrications	14,500
Carpentry	169,700
Thermal, Moisture & Fire Protection	34,400
Doors, Frames, Hardware, Glass & Glazing	132,000
Walls, Ceilings, Floors, Painting	312,000
Specialities	24,100
Casework, FI Mats & Window Treatments	11,000
Piping, Sanitary Waste, HVAC, Ductwork, Roof Penetrations	617,900
Wiring, Fire Alarm System, Lighting	373,000
Miscellaneous Construction Costs	87,000
Total	1,931,000

Contingencies

Contingencies **\$190,000**

Architectural/Engineering

Architecture/Engineering Fees **\$197,500**

Movable or Other Equipment

Dialysis Chairs	\$32,000
Misc. Clinical Equipment	20,000
Clinical Furniture & Equipment	30,000
Office Equipment & Other Furniture	40,000
Water Treatment	140,000
TVs & Accessories	65,000
Telephones	18,000
Generator	30,000
Facility Automation	18,000
Other miscellaneous	5,600
Total	\$398,600

Fair Market Value Leased Space & Equipment

FMV Leased Space (12,300 GSF)	\$2,275,500
FMV Leased Dialysis Machines	331,375
FMV Leased Computers	12,000
Total	\$2,618,875

Project Status and Completion Schedules

Anticipated completion date is July 31, 2014. While we expect the facility to be operational and treating the displaced patients between September and November of 2013, we are allowing necessary time for Medicare certification and receipt of the certification letter required for project completion per Board rules.

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	5,335,975	12,300	12,300				
Total Clinical	5,335,975	12,300	12,300				
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL	5,335,975	12,300	12,300				
APPEND DOCUMENTATION AS ATTACHMENT-9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.							

PATIENT TRANSFER AGREEMENT

This PATIENT TRANSFER AGREEMENT is entered into this 9th day of January, 2002, between GlenOaks Hospital ("Receiving Hospital") and Fresenius Medical Care of Glendale Heights Dialysis ("Transferring Facility").

I. ACCEPTANCE OF TRANSFERS

Receiving Hospital agrees to accept patients in need of services offered by Receiving Hospital from the Transferring Facility, or any of its departments or outpatient facilities, as follows:

- A. A patient may be transferred only from the care of a physician on staff at the Transferring Facility to the care of a physician on staff at Receiving Hospital.
- B. The Receiving Hospital must have bed and staff availability, within patient care requirements, at the time the transfer is requested, as determined solely by Receiving Hospital.
- C. The Transferring Facility must certify that the needed care cannot be provided by the Transferring Facility at the time the transfer is requested.
- D. Except in the case of emergency medical conditions, the Transferring Facility shall, prior to transfer, contact the Receiving Hospital's Patient Business or Admitting Office for approval and provide patient and third party payor information, if available.
- E. The Transferring Facility shall obtain consent for the transfer from the patient or the patient's representative, as appropriate.
- F. Medical records and other necessary and pertinent records must accompany a patient when the patient is transferred, in order to facilitate and assure continuity of care. The parties agree that the confidentiality of patients' records must be maintained.
- G. It shall be the obligation of the Transferring Facility to arrange for appropriate and safe transportation of the patient, the patient's personal effects, and information relating to the patient to the Receiving Hospital. Receiving Hospital's responsibility for the patient's care shall begin, and the Transferring

Facility's responsibility shall end, when the patient is admitted to Receiving Hospital.

- H. If the patient has an emergency medical condition that has not been stabilized, the Transferring Facility will not transfer the patient unless the applicable requirements of the "Emergency Medical Treatment and Active Labor Act" (42 U.S.C. 1867), as amended, and applicable state laws and regulations, have been satisfied by Transferring Facility.

II. TERM OF AGREEMENT

- A. This Agreement shall be effective from the date of execution for an initial term of one (1) year, and it shall automatically be renewed for additional one (1) year terms, unless either party gives the other party written notice of its intention to terminate this Agreement not less than thirty (30) days prior to the expiration of the then current term. Either party may cancel this Agreement at any time, with or without cause, by giving thirty (30) days' written notice to the other party.
- B. If either party shall have its license to operate revoked by the State of Illinois, or become ineligible as a provider of service under the Medicare or Medicaid programs, this Agreement shall terminate immediately.

III. MISCELLANEOUS

- A. This Agreement is the complete agreement between the parties and supersedes any prior agreements, oral or written, between the parties. It may be modified or amended only in writing, signed by both parties.
- B. The parties to this Agreement are independent contractors, and nothing herein shall be construed to create an employment relationship, partnership or joint venture between the parties.
- C. Each party shall be responsible for its own acts and omissions, and neither shall be responsible for the acts and omissions of the other party. Each party shall maintain, at all times this Agreement is in effect, a policy or policies of comprehensive general and professional liability insurance in the minimum amount of \$1 million per occurrence and \$3 million aggregate. Each party will provide proof of such insurance to the other party upon request. The parties

agree that such coverage may be in the form of a self-funded program.

- D. Each party represents that neither it nor any of its owners, employees or independent contractors is currently excluded or otherwise ineligible for participation in Federal health care programs (as defined by 42 U.S.C. § 1320a-76(f)). Should either party or any owner, employee or independent contractor become excluded as identified above, such party will promptly notify the other party of such action
- E. This Agreement may not be assigned by either party without the express written consent of the other party.
- F. The failure of either party to insist upon strict compliance with any of the terms of this Agreement shall not be deemed a waiver of the right to insist on strict compliance with such terms on future occasions.
- G. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- H. Each party hereto agrees to provide the services required without regard to race, color, national origin, creed, sex, age or handicap.
- I. Any notice required or permitted to be given hereunder must be in writing and may be given by personal delivery or by U.S. mail by registered or certified mail, return receipt requested, to the parties at the addresses set forth below.

RECEIVING HOSPITAL:

By: Bruce Lewis

Its: CEO

Address:

St. Oaks Hospital
701 Westpop Avenue
Glendale Heights, IL 60139

TRANSFERRING FACILITY:

By: McCataw

Its: Clinic Manager

Address:

FMC-Glendale Heights Dialysis
500 E. North Avenue
Glendale Heights, IL 60139



Fresenius Medical Care

13-027

May 16, 2013

RECEIVED

MAY 17 2013

HEALTH FACILITIES &
SERVICES REVIEW BOARD

Ms. Courtney Avery
Administrator
Illinois Health Facilities and Services Review Board
525 W. Jefferson Street, 2nd Floor
Springfield, IL 62761

Re: Fresenius Medical Care Glendale Heights – Emergency Application

Dear Ms. Avery,

I am submitting the enclosed application for consideration by the Illinois Health Facilities and Services Review Board. Please find the following:

1. An original and 1 copy of an emergency application for permit to relocate the above mentioned dialysis facility.

No filing fee was required.

I believe this application conforms to the applicable criteria of 77IAC 1130.610. Please advise me if you require anything further to deem the enclosed application complete.

Sincerely,

Lori Wright
Senior CON Specialist

Enclosures

Fresenius Medical Services ♦ North Division

One Westbrook Corporate Center, Suite 1000 Westchester, IL 60154 708-562-0371