

13049  
**RECEIVED****ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD  
APPLICATION FOR PERMIT**

AUG 06 2013

**SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION**  
HEALTH FACILITIES &  
SERVICES REVIEW BOARD**This Section must be completed for all projects.****Facility/Project Identification**

Facility Name: Nocturnal Dialysis Spa, LLC		
Street Address: 1634 S. Ardmore Ave.		
City and Zip Code: Villa Park, IL 60181		
County: DuPage	Health Service Area VII	Health Planning Area: 7

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

Exact Legal Name: Hamid Humayun M.B.B.S., MD., F.A.C.P., F.A.S.N.	
Address: 610 S. Maple Ave. STE 4100. Oak Park, Illinois 60304	
Name of Registered Agent: : Hamid Humayun M.B.B.S., MD., F.A.C.P., F.A.S.N	
Name of Chief Executive Officer: : Hamid Humayun M.B.B.S., MD., F.A.C.P., F.A.S.N	
CEO Address: 610 s. Maple St. Oak Park, Illinois 60304	
Telephone Number: 708-660-4100 or 630-484-1977	

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

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental
X <input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
<ul style="list-style-type: none"><li>o Corporations and limited liability companies must provide an <b>Illinois certificate of good standing.</b></li><li>o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.</li></ul>	
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: Hamid Humayun M.B.B.S., MD., F.A.C.P., F.A.S.N.
Title: CEO
Company Name: Nocturnal Dialysis Spa, LLC
Address: : 610 S.. Maple Ave. STE 4100 Oak Park, Illinois 60304
Telephone Number: 708-660-4100 or 630-484-1977
E-mail Address: Makidney@yahoo.com
Fax Number:

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

Name: Michael I. Copelin
Title: President
Company Name: Copelin Healthcare Consulting
Address: 42 Birch Lake Drive, Sherman, Illinois 62684
Telephone Number: 217-496-3712
E-mail Address: Micbball@aol.com
Fax Number: 217-496-3094

**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: Hamid Humayun M.B.B.S., MD., F.A.C.P., F.A.S.N.
Title: CEO
Company Name: Nocturnal Dialysis Spa, LLC
Address: 610 S. Maple Ave. STE 4100. Oak Park, Illinois 60304
Telephone Number 708-660-4100 or 630-484-1977:
E-mail Address: Makidney@yahoo.com
Fax Number:

**Site Ownership**

[Provide this information for each applicable site]

Exact Legal Name of Site Owner:
Address of Site Owner:
Street Address or Legal Description of Site: 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.

**Operating Identity/Licensee**

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

Exact Legal Name:	
Address:	
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> For-profit Corporation <input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership <input type="checkbox"/> Governmental <input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Other	
<ul style="list-style-type: none"> <li>Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.</li> <li>Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.</li> <li><b>Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.</b></li> </ul>	
APPEND DOCUMENTATION AS <u>ATTACHMENT-3</u> , 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](http://www.FEMA.gov) or [www.illinoisfloodmaps.org](http://www.illinoisfloodmaps.org). **This map must be in a readable format.** In addition please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2005-5 (<http://www.hfsrb.illinois.gov>).

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

**Historic Resources Preservation Act Requirements**

[Refer to application instructions.]

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

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

**DESCRIPTION OF PROJECT****1. Project Classification**

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

**Part 1110 Classification:**

- ☒ Substantive  
☐ Non-substantive

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

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

**2. Narrative Description**

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

The proposed project calls for the establishment of a 12 station ESRD in 6,000 square feet of existing space at 1634 South Ardmore in Villa Park, Illinois. The proposed facility will serve both traditional ESRD patients plus Nocturnal Dialysis patients (Patients who are treated for 8 hours 3 days per week in a slower process which greatly improves outcomes.

Currently most Nocturnal Dialysis is performed as Home Dialysis however, this proposal would allow the option of nocturnal dialysis to be performed in a monitored and staffed situation which would greatly reduce the fears many patients feel regarding home dialysis.

The applicant has determined that due to the lower need for Epogen and the reduced level of complications that the nocturnal dialysis can be offered in a traditional dialysis setting without increasing the cost of providing the care.

It is understood that many patients will still opt for the traditional dialysis and the proposed facility will provide both types of care, allowing the patient to make the choice which best suits their needs.

**Project Costs and Sources of Funds**

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

<b>Project Costs and Sources of Funds</b>			
<b>USE OF FUNDS</b>	<b>CLINICAL</b>	<b>NONCLINICAL</b>	<b>TOTAL</b>
Preplanning Costs	0		0
Site Survey and Soil Investigation	0		0
Site Preparation	0		0
Off Site Work	0		0
New Construction Contracts	0		0
Modernization Contracts	\$513,000		\$513,000
Contingencies	\$55,500		\$55,500
Architectural/Engineering Fees	\$48,280		\$48,280
Consulting and Other Fees	\$60,000		\$60,000
Movable or Other Equipment (not in construction contracts)	\$429,508		\$429,508
Bond Issuance Expense (project related)	0		0
Net Interest Expense During Construction (project related)	0		0
Fair Market Value of Leased Space or Equipment	\$890,152		\$890,152
Other Costs To Be Capitalized			
Acquisition of Building or Other Property (excluding land)			
<b>TOTAL USES OF FUNDS</b>	<b>\$2,046,440</b>		<b>\$2,046,440</b>
<b>SOURCE OF FUNDS</b>	<b>CLINICAL</b>	<b>NONCLINICAL</b>	<b>TOTAL</b>
Cash and Securities	\$225,000		\$225,000
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages	\$931,288		\$931,288
Leases (fair market value)	\$890,152		\$890,152
Governmental Appropriations			
Grants			
Other Funds and Sources			
<b>TOTAL SOURCES OF FUNDS</b>	<b>\$2,046,440</b>		<b>\$2,046,440</b>

NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT-7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**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 \$ None.

**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): January 31, 2015

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. NOT APPLICABLE**

## Cost Space Requirements

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

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

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

**Facility Bed Capacity and Utilization      NOT APPLICABLE**

Complete the following chart, as applicable. Complete a separate chart for each facility that is a part of the project and insert following this page. Provide the existing bed capacity and utilization data for the latest **Calendar Year for which the data are available**. Include **observation days in the patient day totals for each bed service**. Any bed capacity discrepancy from the Inventory will result in the application being deemed **incomplete**.

<b>FACILITY NAME:</b>		<b>CITY:</b>			
<b>REPORTING PERIOD DATES:</b>					
		<b>From:</b>	<b>to:</b>		
<b>Category of Service</b>	<b>Authorized Beds</b>	<b>Admissions</b>	<b>Patient Days</b>	<b>Bed Changes</b>	<b>Proposed Beds</b>
Medical/Surgical					
Obstetrics					
Pediatrics					
Intensive Care					
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
General Long Term Care					
Specialized Long Term Care					
Long Term Acute Care					
Other ((identify))					
<b>TOTALS:</b>					

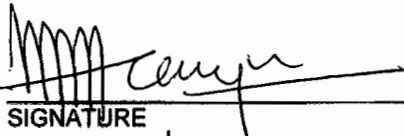


**CERTIFICATION**

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 Nocturnal Dialysis Spa, 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

HAMID HUMAYUN, MD  
PRINTED NAME

PRESIDENT / CEO  
PRINTED TITLE

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

Signature of Notary

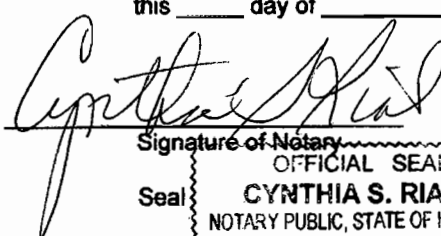
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SIGNATURE

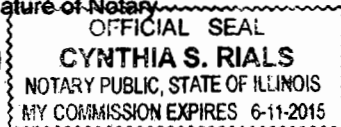
\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED TITLE

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

  
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*

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 tot 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:**

Submit the following:

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

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

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

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

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

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

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

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

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

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

#### VIII. - 1120.120 - Availability of Funds

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

\$225,000	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;
0	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.
0	c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
\$931,288 (Commercial Loan)	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:
\$890,152 (Lease)	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.
0	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;
0	f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
0	g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
\$2,046,440	<b>TOTAL FUNDS AVAILABLE</b>

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. "A" Bond rating or better
2. All of the projects capital expenditures are completely funded through internal sources
3. 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
4. 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:	N/A	N/A	N/A	2015
Current Ratio				3.58
Net Margin Percentage				40.29%
Percent Debt to Total Capitalization				23.89%
Projected Debt Service Coverage				9.3
Days Cash on Hand				193.7
Cushion Ratio				3.69

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

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			
<b>Total</b>			
Charity (cost in dollars)			
Inpatient			
Outpatient			
<b>Total</b>			
MEDICAID			
Medicaid (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
<b>Total</b>			

**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.**

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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:**

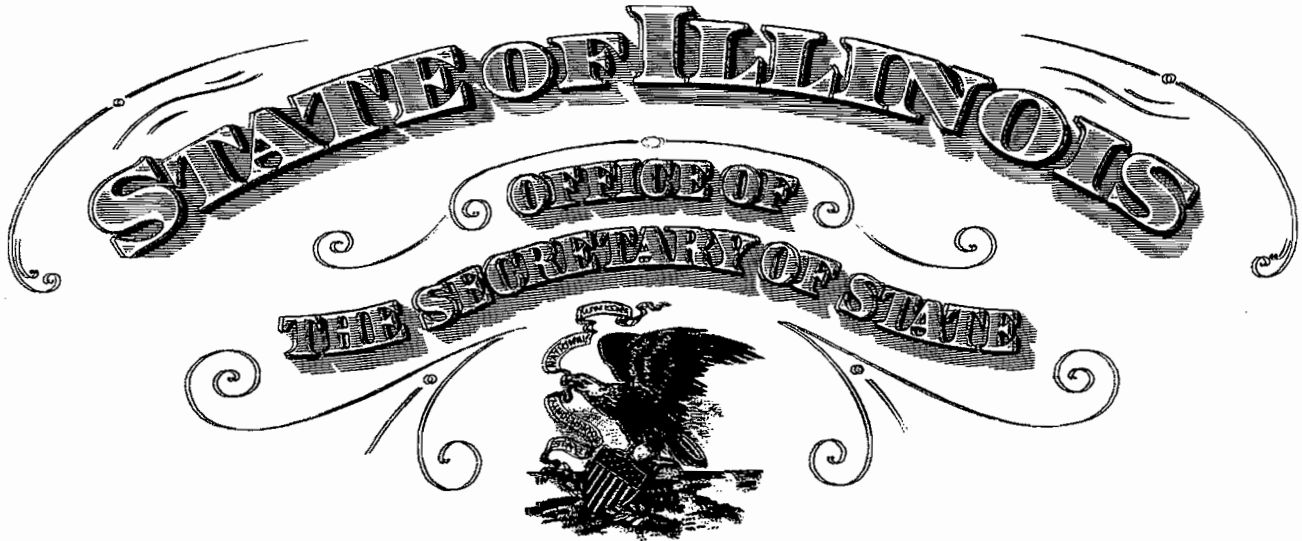
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Inpatient			
Outpatient			
Total			
Charity (cost in dollars)			
Inpatient			
Outpatient			
Total			
MEDICAID			
Medicaid (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			

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/Coapplicant Identification including Certificate of Good Standing		1, 2, 21
2	Site Ownership		2, 22-28
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.		30
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.		30
5	Flood Plain Requirements		31-32
6	Historic Preservation Act Requirements		33
7	Project and Sources of Funds Itemization		5
8	Obligation Document if required		N.A.
9	Cost Space Requirements		N.A.
10	Discontinuation		N.A.
11	Background of the Applicant		35-37
12	Purpose of the Project		38-79
13	Alternatives to the Project		80-81
14	Size of the Project		82
15	Project Service Utilization		83-129
16	Unfinished or Shell Space		NA
17	Assurances for Unfinished/Shell Space		NA
18	Master Design Project		NA
19	Mergers, Consolidations and Acquisitions		NA
	<b>Service Specific:</b>		
20	Medical Surgical Pediatrics, Obstetrics, ICU		NA
21	Comprehensive Physical Rehabilitation		NA
22	Acute Mental Illness		NA
23	Neonatal Intensive Care		NA
24	Open Heart Surgery		NA
25	Cardiac Catheterization		NA
26	In-Center Hemodialysis		130-257
27	Non-Hospital Based Ambulatory Surgery		NA
28	General Long Term Care		NA
29	Specialized Long Term Care		NA
30	Selected Organ Transplantation		NA
31	Kidney Transplantation		NA
32	Subacute Care Hospital Model		NA
33	Post Surgical Recovery Care Center		NA
34	Children's Community-Based Health Care Center		NA
35	Community-Based Residential Rehabilitation Center		NA
36	Long Term Acute Care Hospital		NA
37	Clinical Service Areas Other than Categories of Service		NA
38	Freestanding Emergency Center Medical Services		
	<b>Financial and Economic Feasibility:</b>		
39	Availability of Funds		258-291
40	Financial Waiver		
41	Financial Viability		292-296
42	Economic Feasibility		297-298
43	Safety Net Impact Statement		299
44	Charity Care Information		300



**To all to whom these Presents Shall Come, Greeting:**

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

NOCTURNAL DIALYSIS SPA LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JUNE 11, 2010, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



Authentication #: 1318201436

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 1ST  
day of JULY A.D. 2013***

*Jesse White*

SECRETARY OF STATE

## COMMERCIAL INTENT TO LEASE AGREEMENT

This Commercial Intent to Lease Agreement ("Lease") is made, executed on May, 20<sup>th</sup> 2012, and effective from the Com Approval / Com Permit (approval date, by the Illinois Health Facilities and Services Review Board) by and between HT 786 Trust ("Landlord") and Nocturnal Dialysis Spa LLC. ("Tenant").

Landlord is the owner of premises 1634 S Ardmore, Villa Park, Illinois 60181. Landlord desires to lease the Premises to Tenant, for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

### 1. Term.

A. Landlord hereby leases the Premises to Tenant, and Tenant hereby agrees to lease the above mentioned property measuring, 6000sqft. for an "Initial Term" (Conditional) for a period of 5years. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of 5year. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

### 2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \$120,000.00 per year, payable in installments of \$10,000.00 per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 110 Livery Circle, Oak Brook, Illinois 60523 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of \$10,000/.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be 3% more i.e. (12X\$10,300)per year payable in installments of \$10,300per month.

### 3. Use

The tenant shall use the premises for Health Care Services. Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

### 4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

### 5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

### 6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

### 7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

#### 8. Insurance.

A. If the Leased Premises or any other party of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

#### 9. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.



**10. Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

**11. Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

**12. Damage and Destruction.**

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

### **13. Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

### **14. Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

### **15. Condemnation.**

If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

### **16. Security Deposit.**

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder.

Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

**17. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Wasay Humayun, MD.

110 livery circle, oak brook, illinois 60523.

---

If to Tenant to:

Hamid Humayun, MD.

5140 N California Ave. Suite 700, Chicago Ill 60625

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**18. Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**19. Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

**20. Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

**21. Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

**22. Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

**23. Performance.**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

**24. Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

**25. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

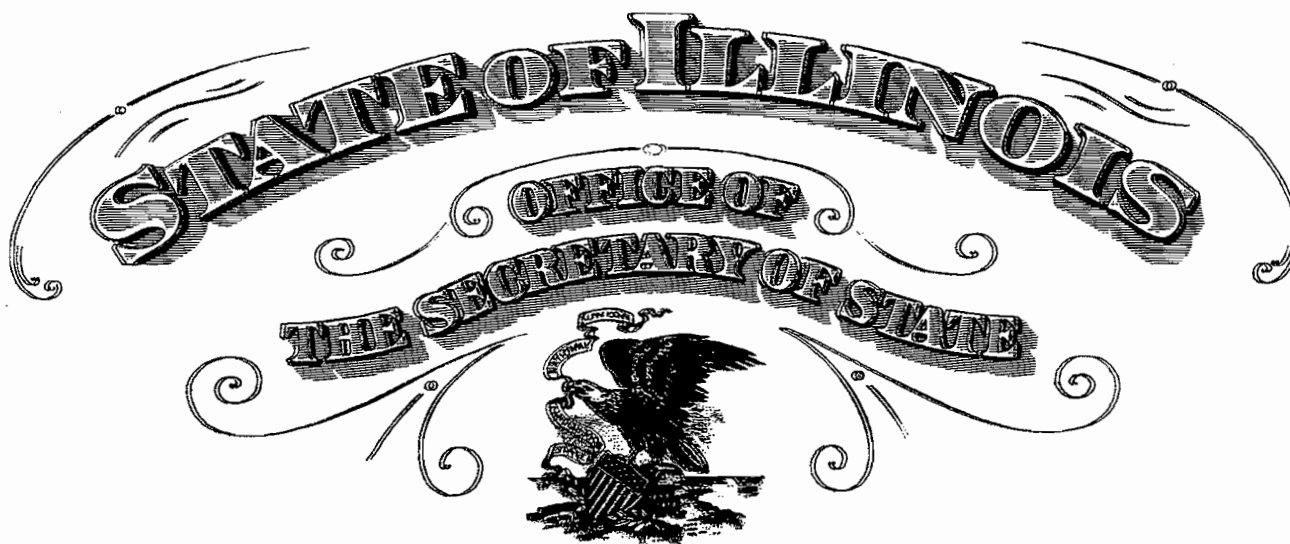
IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

\_\_\_\_\_  
Wasay Humayun, MD.      Date

(Landlord)

\_\_\_\_\_  
Hamid Humayun, MD.      Date

(Tenant)



***To all to whom these Presents Shall Come, Greeting:***

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

NOCTURNAL DIALYSIS SPA LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JUNE 11, 2010, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



Authentication #: 1318201436

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 1ST day of JULY A.D. 2013 .***

*Jesse White*

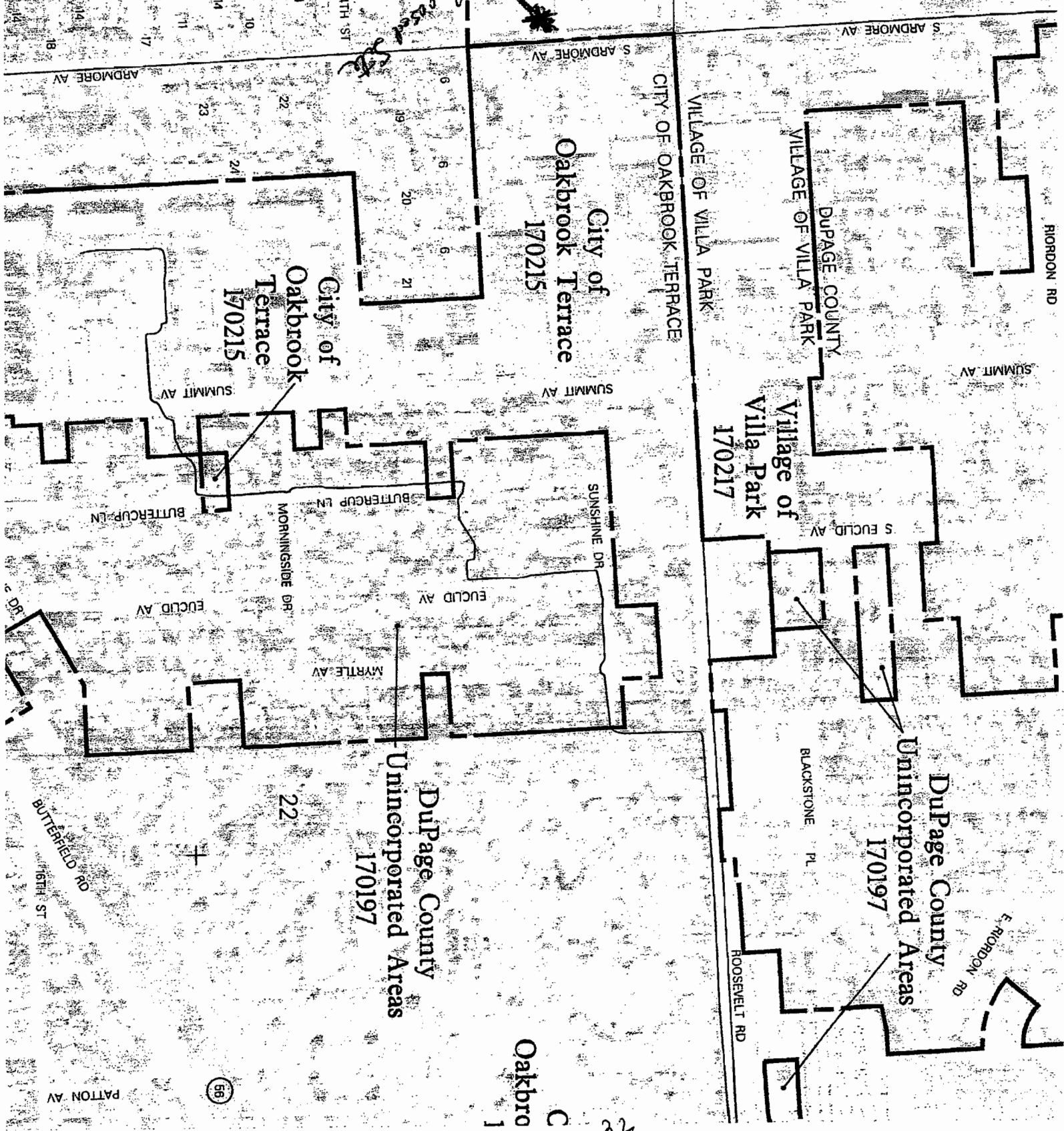
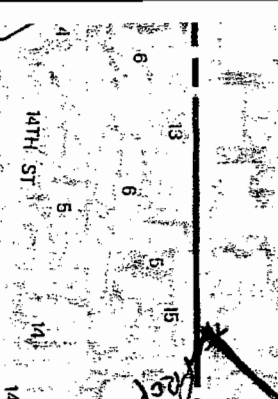
SECRETARY OF STATE

## **Organizational Relationships**

The applicant for this project is Nocturnal Dialysis Spa, LLC and there are no other co-applicant's or related entities involved in this project.











# Illinois Historic Preservation Agency

FAX (217) 782-8161

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

DuPage County

Villa Park

CON - Rehabilitation to Establish an End Stage Renal Dialysis Center

1634 S. Ardmore Ave.

IHPA Log #009050112

May 18, 2012

Michael Copelin  
Copelin Healthcare Consulting  
42 Birch Lake Dr.  
Sherman, IL 62684

Dear Mr. Copelin:

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

DRAWINGS

To  
Be Sent

**Criterion 1110.230 – Background**

The applicant is a newly formed LLC and as such does not own or operate any other ESRD facility in the State.

**Criterion 1110.230 – Background**

The applicant is a newly formed LLC and as such does not own or operate any other ESRD facility in the State.

**COURTNEY AVERY**  
**EXECUTIVE SECRETARY**  
**ILLINOIS HEALTH FACILITIES & SERVICES REVIEW BOARD**  
**525 W. JEFFERSON ST. 2<sup>ND</sup> FLOOR**  
**SPRINGFIELD, ILLINOIS 62761**

Dear Courtney Avery,

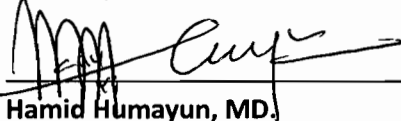
The applicant **Nocturnal Dialysis Spa LLC (NDS)** is an independent Organization for profit. Except disclosed herein, NDS does not "own or operate" any other health care facilities within the meaning of Section 1110.230(b) of the State Board's Rules.

I hereby certify that there has been no "Adverse action"(as defined by Section 1110.230(b) of the State Board's Rules) taken against Nocturnal Dialysis Spa during the past three years.

Nocturnal Dialysis Spa LLC. hereby authorizes the Illinois Health Facilities and Services Review Board(IFHSB) and Illinois Department of Public Health access to information in order to verify any documentation or information submitted in response to the requirements of Criterion 1110.230.b, background of Applicant or to obtain documentation of information the State Board or Agency finds pertinent to this subsection.

I am the President and Chief Executive Officer of Nocturnal Dialysis Spa LLC. and am authorized to make these statements herein.

Sincerely,



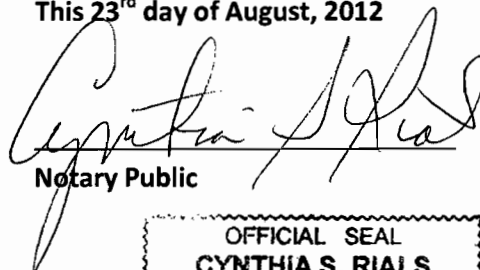
Hamid Humayun, MD.

President, CEO

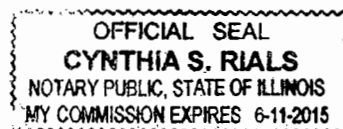
Nocturnal Dialysis Spa LLC.  
1634 S ARDMORE  
VILLA PARK, ILLINOIS 60181

SUBSCRIBED and SWORN to before me

This 23<sup>rd</sup> day of August, 2012



Notary Public



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

The purpose of the proposed project is to provide dialysis to planning area residents, including nocturnal dialysis. Nocturnal Dialysis is not readily available to the residents proposed to be served by the proposed project. Nocturnal Dialysis is described below.

Nocturnal Dialysis is dialysis performed on patients for twice the amount of time that is required by traditional dialysis patients. The applicant's plan is to provide traditional dialysis for patients on the first two shifts at the new facility and to perform nocturnal dialysis on the third shift patients. The proposed project would allow 12-24 patients to have nocturnal dialysis per week depending on the number of times per week each patient received the nocturnal dialysis.

Nocturnal dialysis has been shown to have the following benefits:

- Patients on Nocturnal Dialysis may not need the blood pressure medications at all or in reduced amounts.
- Good Hemoglobin can be maintained with minimal Epogen doses,
- The survival rate is much better than with conventional dialysis with a 90% rate on nocturnal dialysis over 5 years.
- Patients on nocturnal dialysis do not have to take phosphate binders and they can eat a more normal diet.
- Patients on Nocturnal Dialysis have better heart function with less stress and strain on the heart.
- Patients on Nocturnal Dialysis biochemistry profiles are close to normal and they do not have significant bone disease and soft tissue calcification.
- Patients on nocturnal dialysis will not require as frequent hospitalization
- Nocturnal Dialysis provides a greater amount of Toxin removal over a longer period of time.

In summary the advantage of nocturnal dialysis is that if you add the hours up, you get more dialysis delivered on a weekly basis. Traditional Dialysis providers approximately 12 hours of dialysis per week will nocturnal dialysis provides at least 24 hours of dialysis per week. Therefore, the blood is cleaner, and a lot of the restrictions placed on dialysis patients are lessened. They often use less medication and can have a more liberal diet. The more dialysis provided to the patient the better.

Nocturnal Dialysis is often provided in the home, however many patients are reluctant to have home dialysis due to their concerns about not having trained staff immediately available. Other patients can not receive this care at home due to a lack of family or caregiver support.

Nocturnal dialysis is not available on a consistent basis in traditional dialysis facilities. The applicant believes that the procedure can be offered for the same cost as traditional dialysis due

to the lower cost for drugs such as Epogen, and the ability to more efficiently utilize existing staff.

The statements made in this application are supported by studies published in the Journal of the American Medical Society, and the American Journal of Kidney Diseases.

The results of the proposed project will be measured in the longevity and improvement in health status of the Nocturnal dialysis patients. This project will also result In improved access to care for the traditional ESRD patients currently seen by the area physicians involved in this project.

**DR.HAMID HUMAYUN,  
M.B.B.S.,M.D.,F.A.C.P.,F.A.S.N**

---

While dialysis is a lifesaving treatment for many people with kidney disease, it can be very inconvenient. And the process just doesn't clean the blood as effectively as well-functioning kidneys do.

**But, nocturnal dialysis -- a newer option -- is starting to change all that.**

- Patients on Nocturnal Dialysis may not need the blood pressure medications as they have good BP control.
- Good hemoglobin with minimal Epogen doses, their survival is much better than conventional dialysis and their chances of survival are 90% to 25% with conventional dialysis.
- Patients on nocturnal dialysis do not have to take phosphate binders & they can be on normal diet with no fluid restrictions.
- They have better heart functions with less stress & strain on heart and they will not have enlargement of heart.
- Their Biochemistry profile is closed to normal and they will not have significant bone disease and soft tissue calcification (hence better heart function and bone preservation).



- The patients on nocturnal dialysis will not have frequent hospitalization, therefore a very good saving for Medicare and Medicaid budgets by being more healthier.
- The big benefit to nocturnal dialysis is that the blood is filtered for about eight hours at a time, instead of the standard two-and-a-half to three hours. And, because it's usually done at home, it can be performed more frequently than the usual three times weekly.
- One of the major problems with dialysis done in the traditional sense is that it tries to provide a lot of therapy in a short period of time, and it's difficult to clear toxins and fluid in that time,
- Nocturnal dialysis provides a greater amount of toxin removal over a long period of time.
- The advantage of nighttime dialysis is that if you add the hours up, you get more dialysis delivered. Weekly, you get between 10 and 12 hours on regular dialysis, but on nighttime [dialysis] you get about 24. The blood is cleaner, and a lot of the restrictions placed on dialysis patients are lessened. They often use less medicine and can have a more liberal diet. The more dialysis, the better.

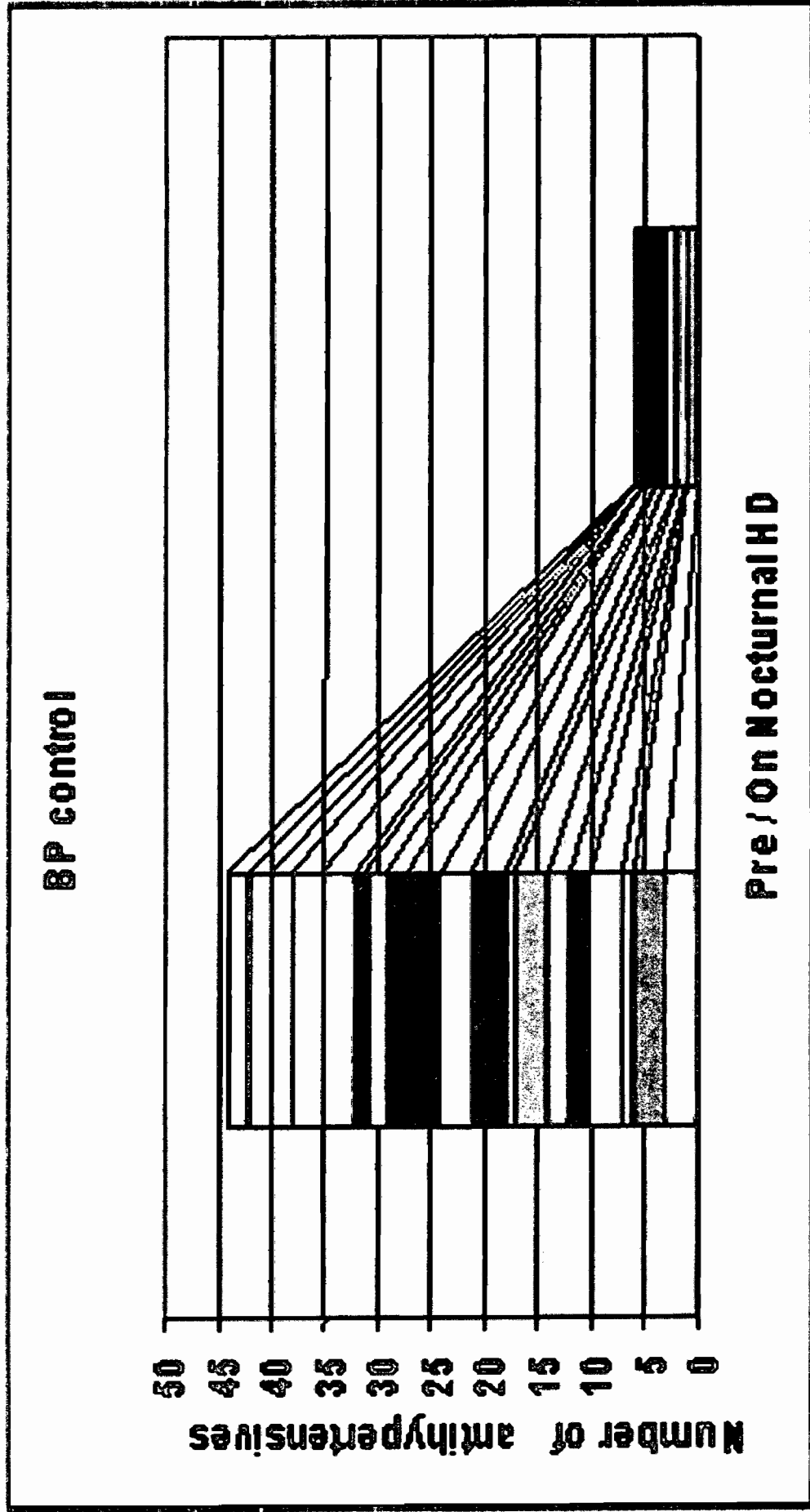
- Normally functioning kidneys filter about 200 quarts of fluid each day, according to the U.S. National Institute of Diabetes and Digestive and Kidney Diseases. All that filtering produces about two quarts of waste and some excess water. If the kidneys can't filter the fluid, waste products build up, making you ill.
- Dialysis machines attempt to artificially do the work of your kidneys. Some of your blood is removed from your body and filtered through the dialysis machine, which removes toxins from the blood before returning it to your body.
- Normally, people travel to a dialysis center and spend about three-and-a-half hours hooked up to the dialysis machine three times a week, usually during the day.
- The benefits to nighttime dialysis are clear. A recent study in the *Journal of the American Medical Association* found that nocturnal dialysis improved the heart health of dialysis patients, reduced the need for some blood pressure medications, and improved quality of life.
- Dialysis patients need to know that nocturnal dialysis is one of a number of options that they have for their dialysis.

## **STUDIES SUGGEST NOCTURNAL DIALYSIS MAY YIELD BETTER RESULTS FOR SOME PATIENTS WITH KIDNEY FAILURE**

- According to a study published in the Journal of the American Medical Association, "Home hemodialysis administered overnight, otherwise known as Nocturnal Dialysis, may be a better way to go for some patients" with kidney failure. For the study, "researchers randomly assigned 52 patients to receive either frequent nocturnal hemodialysis, meaning five or six days a week for a minimum of six hours, or conventional hemodialysis treatments three times weekly. "Participants "in the night time portion of the study were trained to perform hemodialysis at home. "The team found that "after six months," patients receiving nighttime treatments had better heart health, blood pressure, and some measures of quality of life than those in conventional treatment." HealthDay added that, in a separate study, "Researchers found that eight hour night time treatments performed three times a week cut the death risk of the patients by 80% compared with conventional four-hour treatments done three times a week, They presented their study at last year's annual meeting of the American Society of Nephrology.

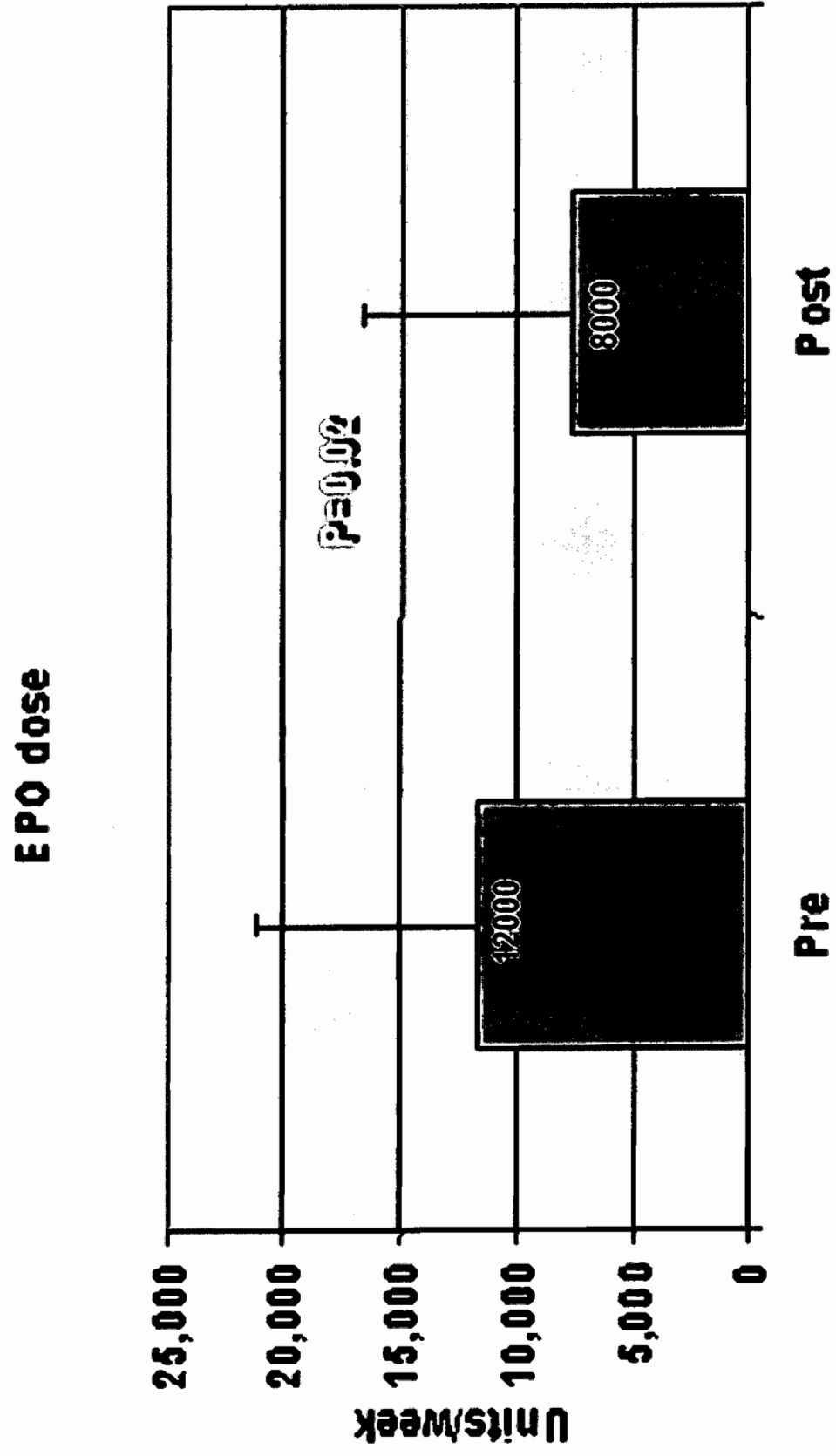
# Nocturnal HD - BP control

## Number of antihypertensives

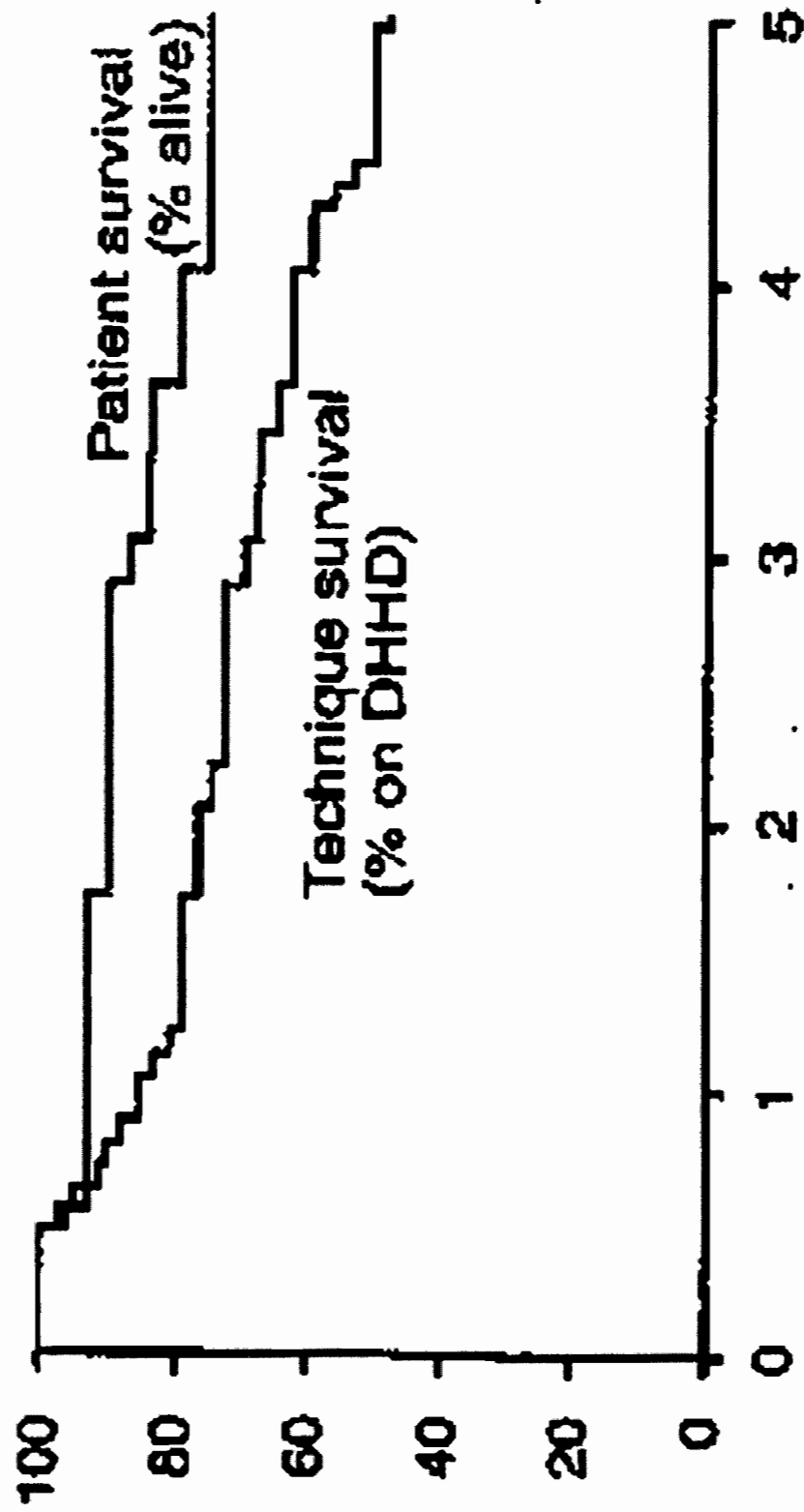


Most patients off all antihypertensives

# EPO dose pre and on Nocturnal HD



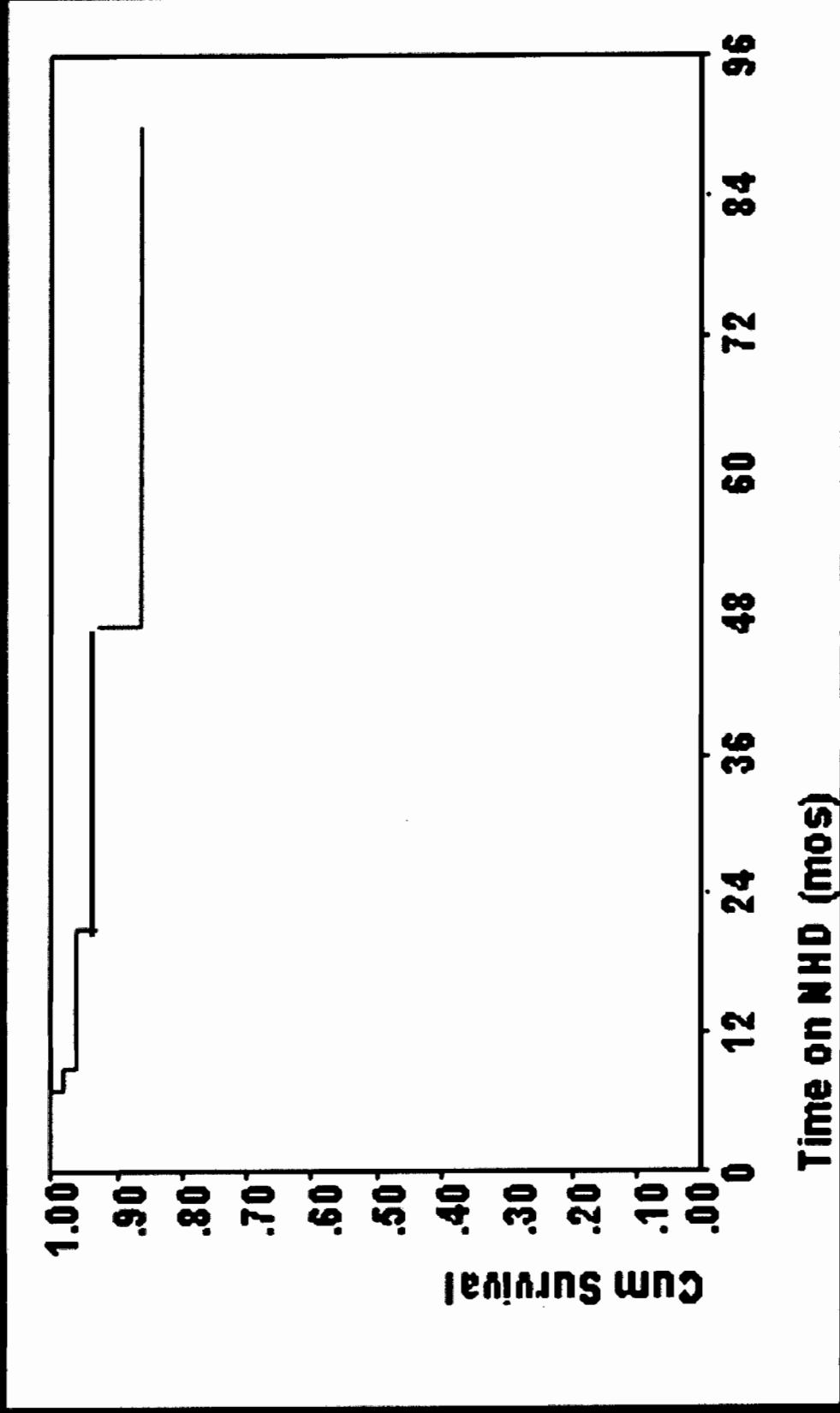
# Short daily hemodialysis – survival



Time from start of daily hemodialysis, years

# Nocturnal hemodialysis - Survival

N=60



3 year survival 93%

# Need for change

- Poor dialysis outcomes
- High cost of dialysis
- Decreasing utilization of home dialysis



# QOL – nocturnal hemodialysis

N=18

CHD NHD p

Sickness impact profile 14 9.5 0.03

SF-36

Social functioning 54.2 79.2 0.006

Physical functioning 60.6 69 0.008

Role-Physical 39.2 36.1 0.05

Beck Depression Index 8.5 6 0.02

# QOL – nocturnal hemodialysis

N=18

CHD NHD p

Sickness impact profile 14 9.5 0.03

SF-36

Social functioning 54.2 79.2 0.006

Physical functioning 60.6 69 0.008

Role-Physical 39.2 36.1 0.05

Beck Depression Index 8.5 6 0.02

# Nocturnal hemodialysis-cardiac effects

LV mass Index N=21

■ CHD	162 g/m <sup>2</sup>
■ NHD	117 g/m <sup>2</sup> p = 0.002

• No improvement in selfcare HD group (control)

LV function N=6 (NHD for 2.1 ±1.6 yrs)

Ejection fraction:

■ CHD	29%
■ NHD	43% p = 0.004

# Homocysteine

- Pre-dialysis plasma tHcy
  - NHD 23 patients
  - HD 31 patients
- tHcy levels lower in NHD patients
  - 12.7 vs. 20.0  $\mu\text{mol/l}$ ,  $p < 0.0001$

## Dialysate Ca / P

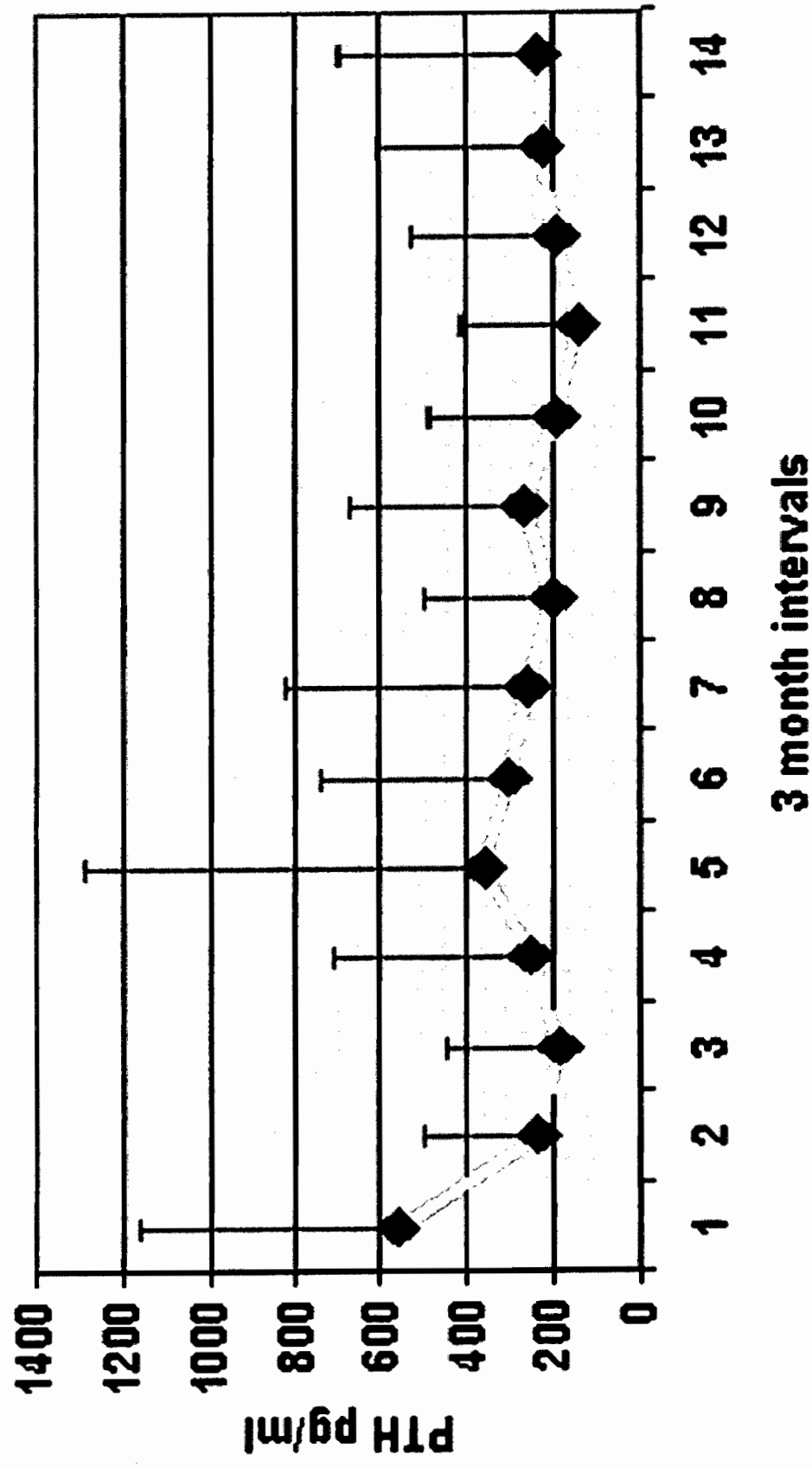
### ■ Dialysate calcium :

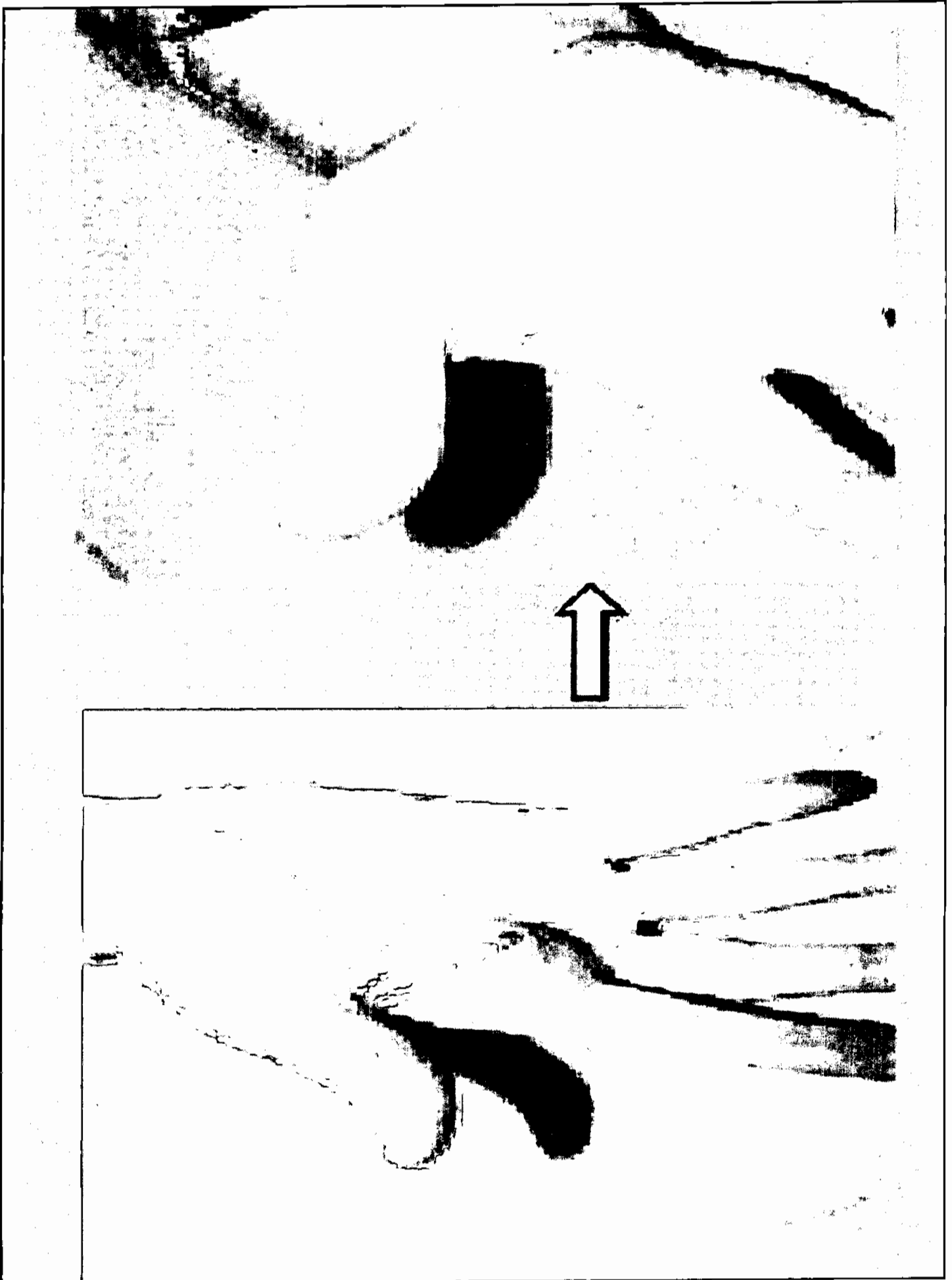
•  $3.26 \pm 0.20$  mEq/l

### ■ Dialysate Phosphate:

•  $1.5 \pm 0.9$  mg/dl

# Nocturnal hemodialysis suppresses PTH









# Bone pathology

- 17 patients had bone biopsy
  - 34±18 months on NHD
- 13 - adynamic elements
  - but only 3 were osteopenic
- 4 - hyperparathyroid elements

# Nocturnal hemodialysis corrects sleep apnea

	CHD	NHD
AHI/hr	25±25	8±8
SaO <sub>2</sub> %	93.8±2	95.9±1.7
tCO <sub>2</sub> , mmHg	39.6±3.9	45.5±5.4

# Nutritional Changes

## ■ 24 patients

- In vivo neutron activation analysis q 6-12 months
- 18 (75%) had increase in total body N
- No evidence of deficiency syndromes

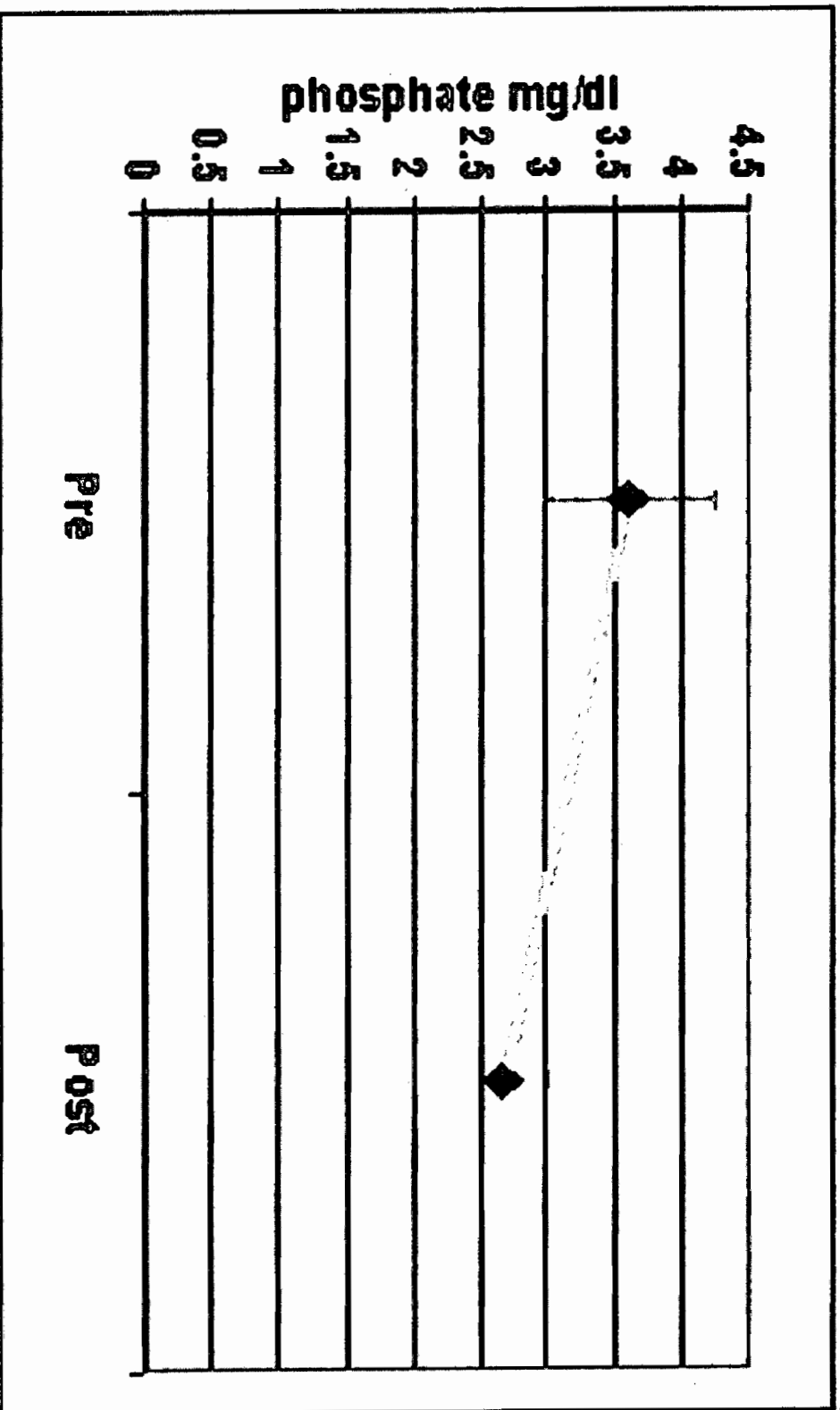
# Phosphate control

- Kooistra et al
  - Slight decrease in phosphate binders
- Ting et al
  - No change in serum phosphate
- Lugon et al
  - Significant decrease in serum phosphate
- Chan et al
  - Significant decrease in serum Phosphate
    - Longer sessions 2.5 h

**Confounding factor – increase in phosphate intake.**

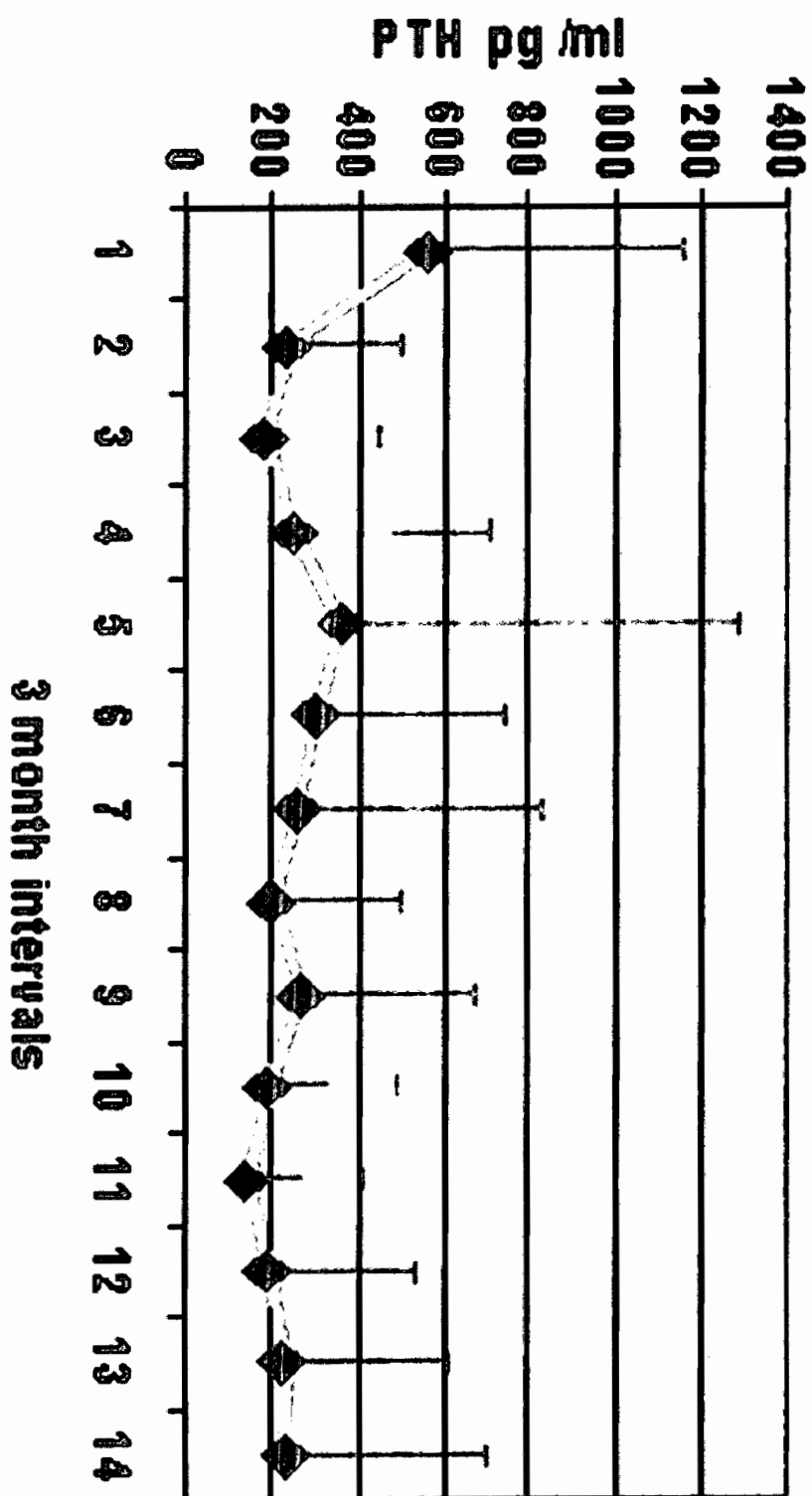
# Nocturnal hemodialysis

## Serum phosphate pre/post HD



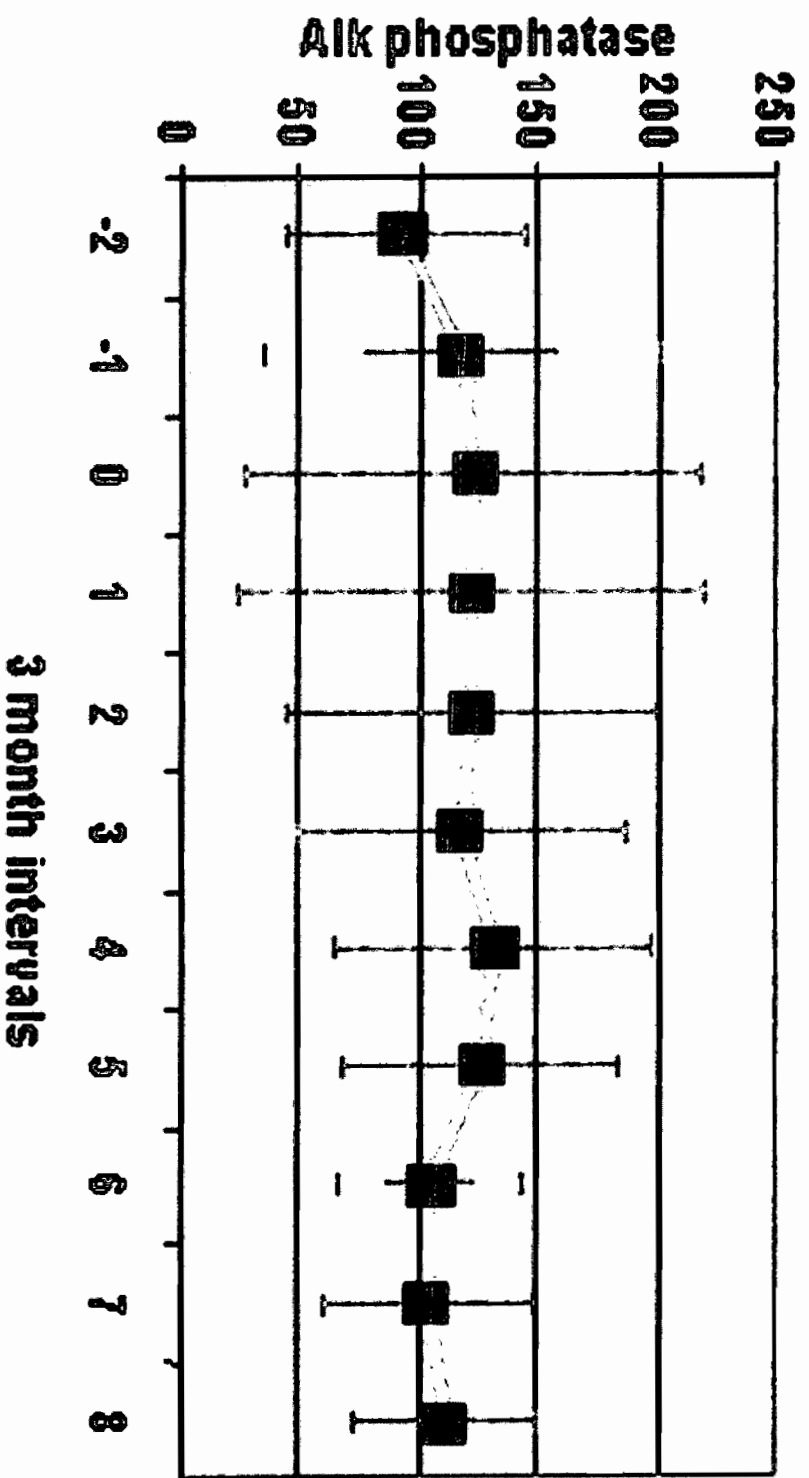
# Nocturnal hemodialysis

## PTH



# Nocturnal hemodialysis

## Alkaline phosphatase



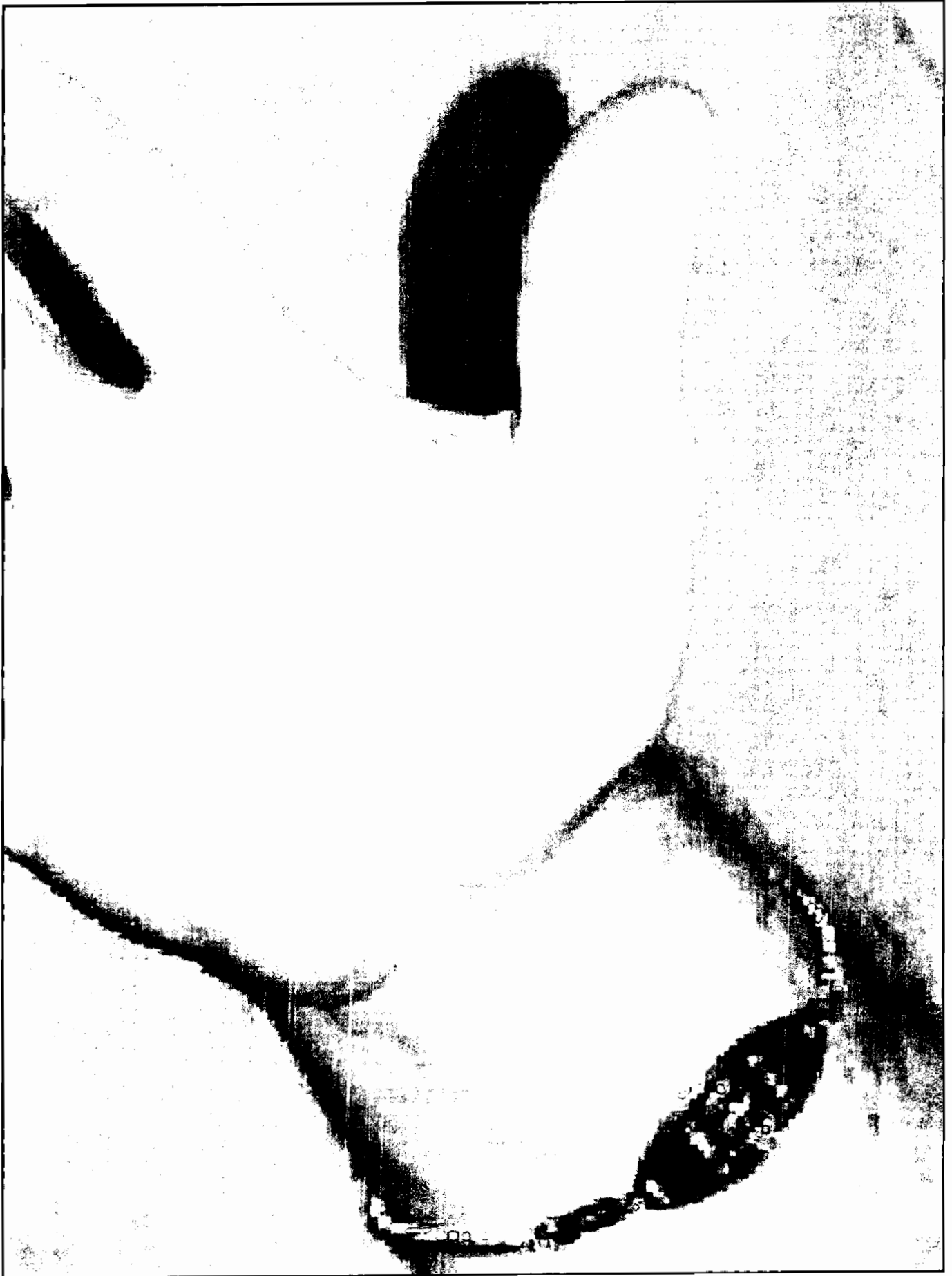
# Current rules

- Add enough calcium into the dialysate so that predialysis calcium is high normal (10 mg/dl - 2.5 mmol/l) and post dialysis calcium in the hypercalcemic range (11 mg/dl - 2.8 mmol/l). Use higher levels if UF is high.
- Increase calcium further if PTH not suppressed enough or if there is decreasing bone mass in serial bone densities as long as predialysis ca is still normal.
- Decrease calcium if PTH is excessively suppressed only if bone density remains stable.
- Maintain pre/post HD phosphate within normal range



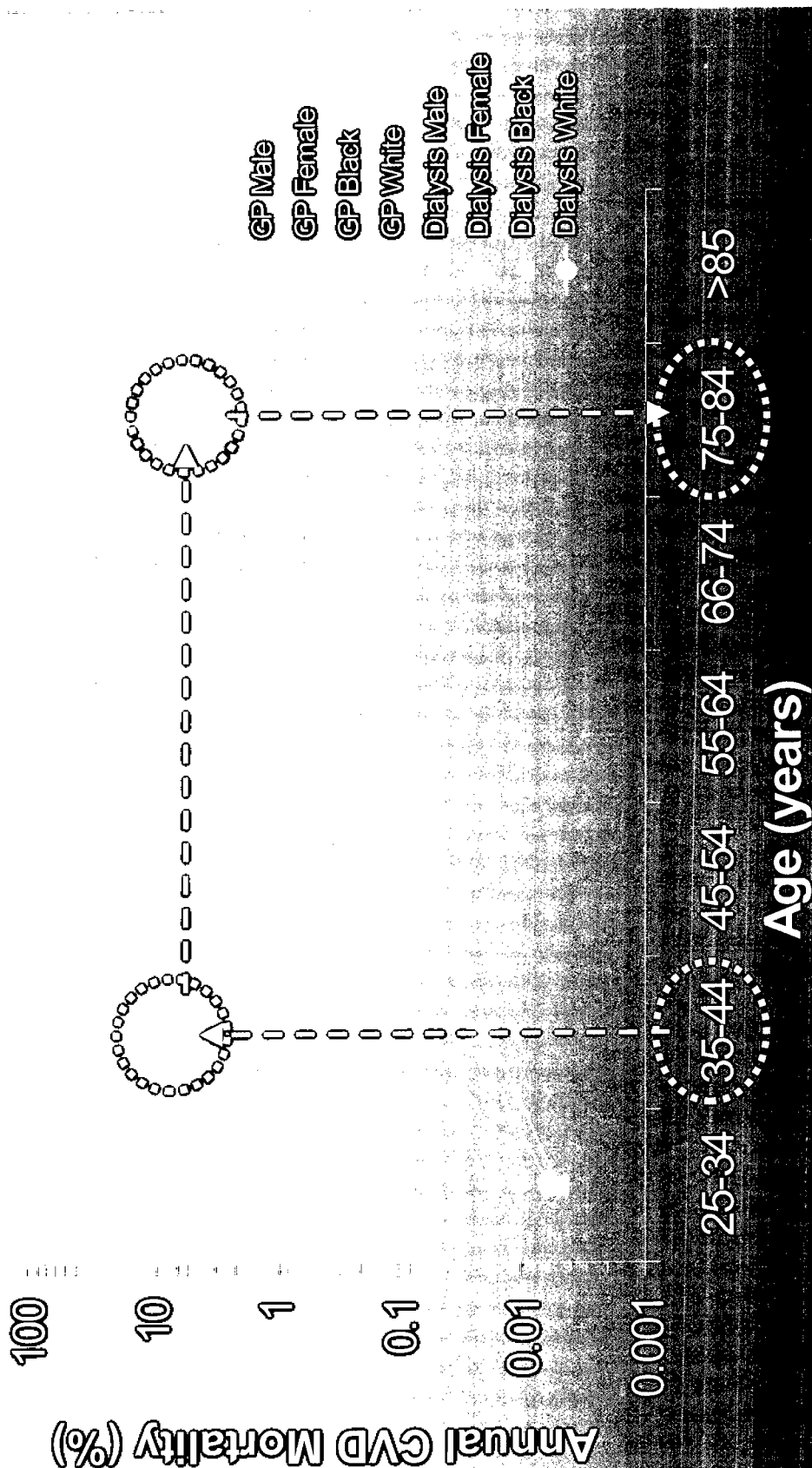






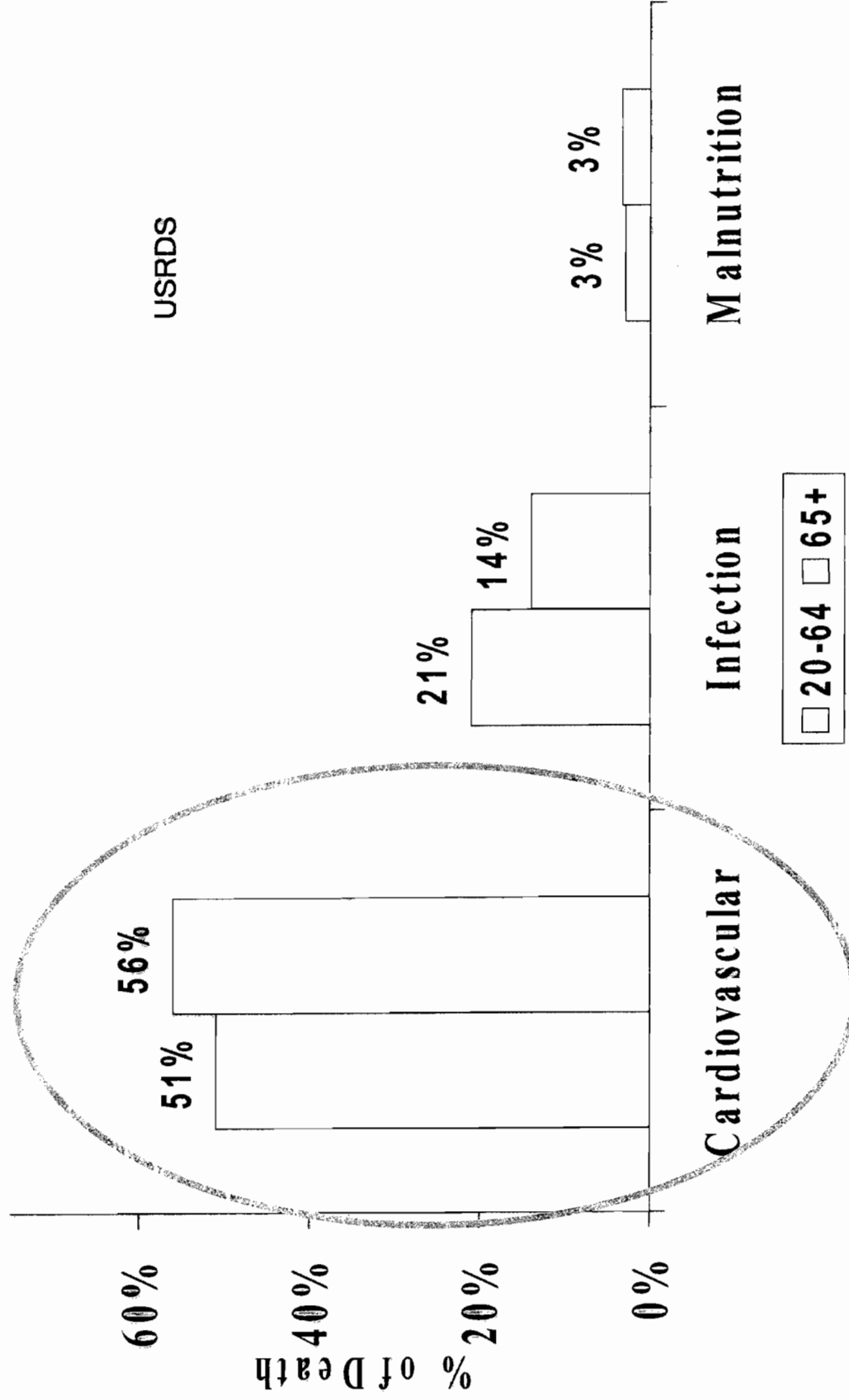
# Dialysis Mortality: 20%

vs



RN Foley, PS Parfrey, and MJ Sarnak; Clinical epidemiology of cardiovascular disease in chronic renal disease AJKD, 1998 32(5):S112-S119

# Causes of death in ESRD Patients



Courtesy Peter Stenvinkel, MD

# 23% Mortality per Year!

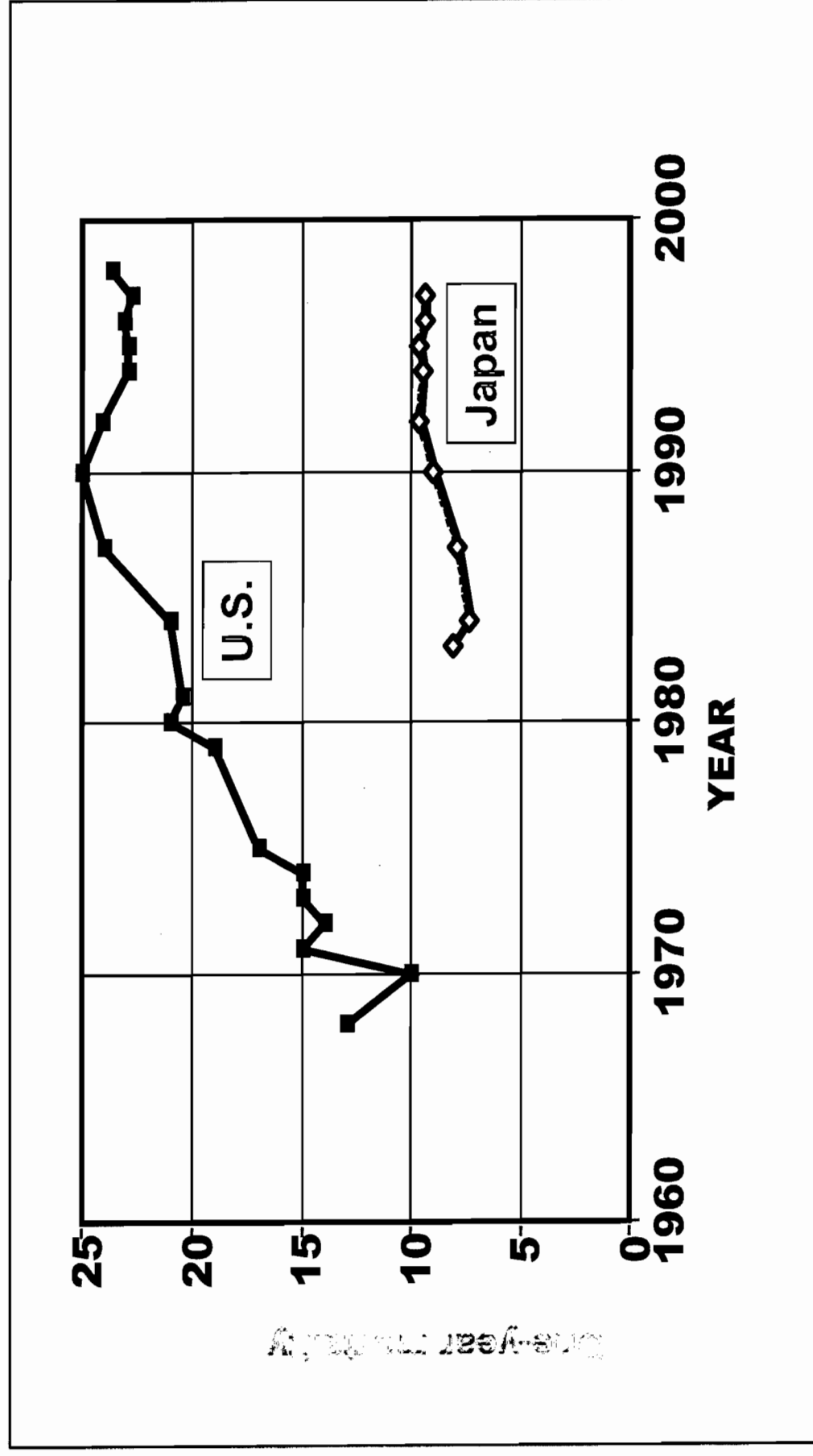


Five year survival: 30% (worse than most cancer patients!)

One out of every 5 people is dead  
within 12 months!



# One-year cumulative mortality in US (top) vs. Japan (bottom)



Courtesy of Dr. Carl Kjellstrand

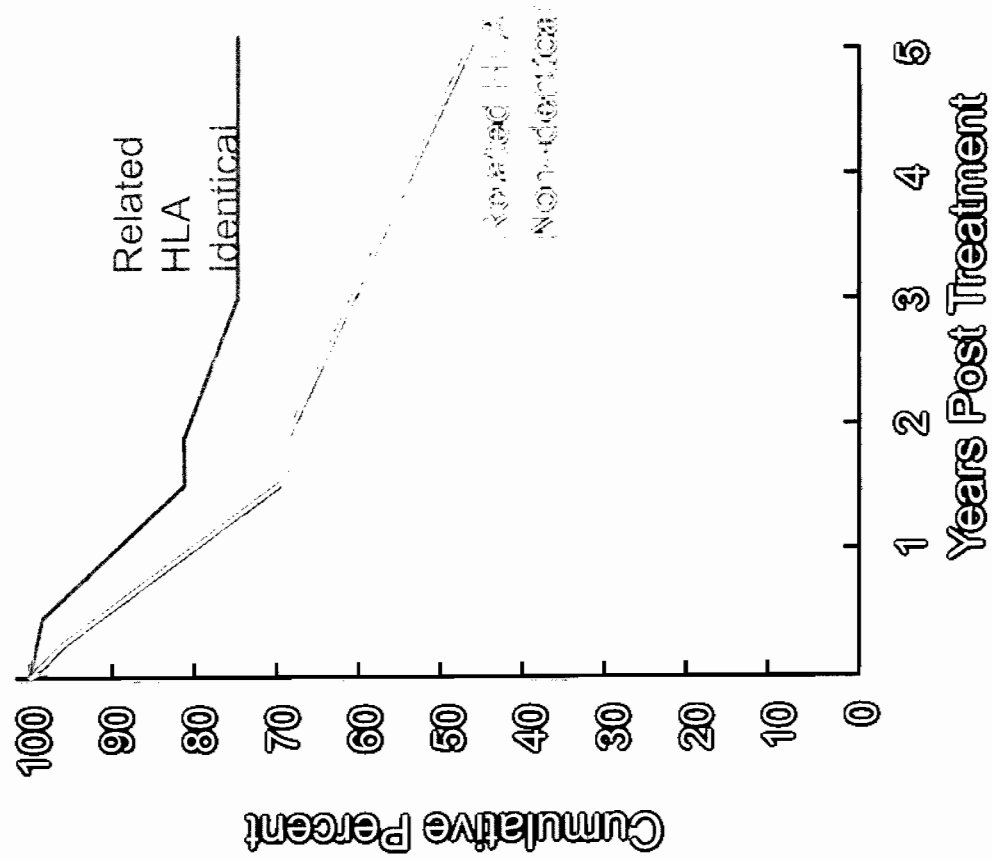


Which of the following disease states has a 5-year survival

< ?

1. Breast cancer
2. Colon cancer
3. Myocardial infarction
4. CKD stage 5 on dialysis

# SURVIVAL OF DIABETICS WITH ESRD

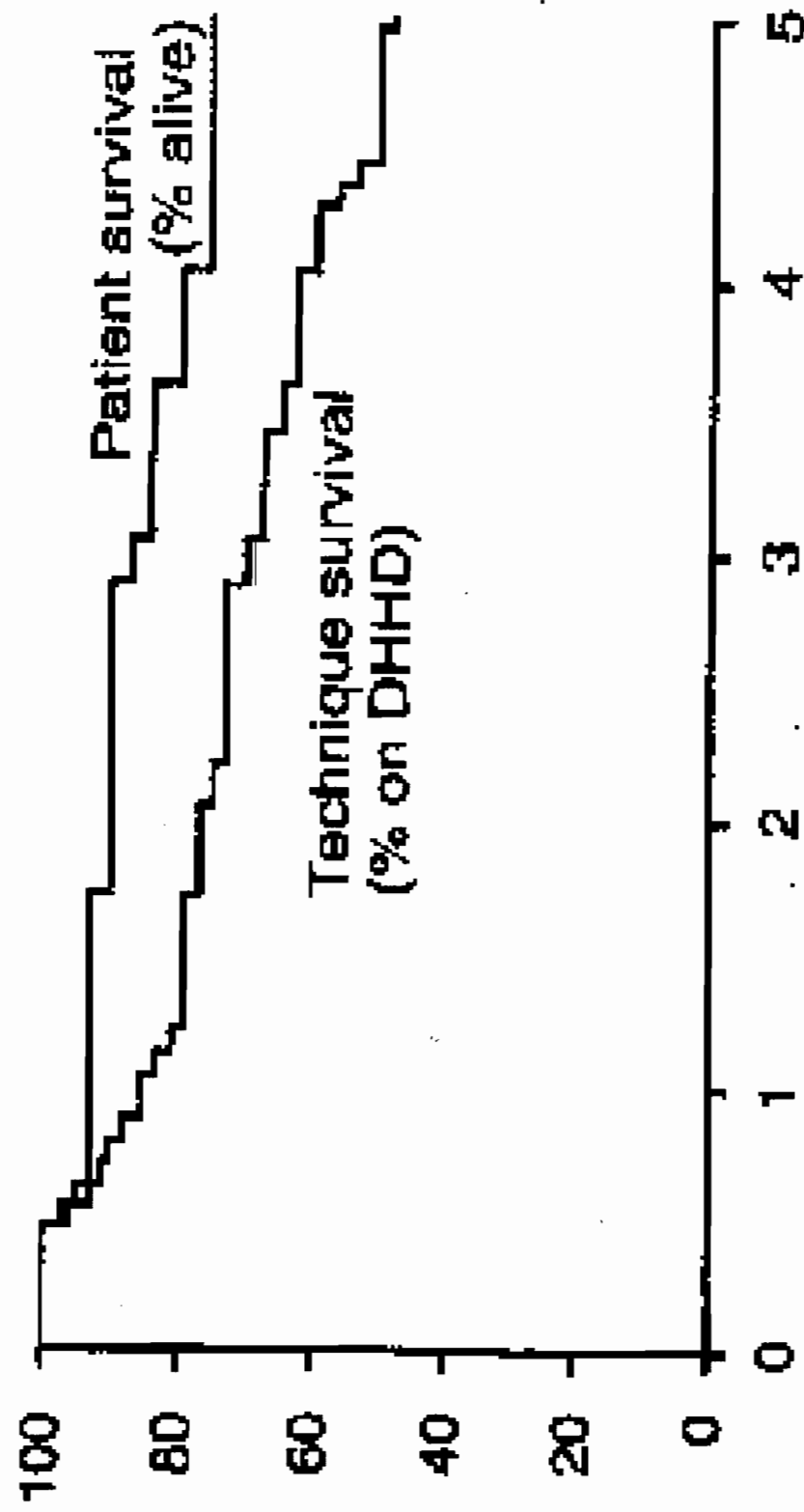


Percent survival of diabetics with end-stage renal disease over time with various renal replacement modalities (46).

**Which of the following disease states has a 5-year survival <35%?**

1. Breast cancer
2. Colon cancer
3. Myocardial infarction
4. CKD stage 5 on dialysis

# Short daily hemodialysis – survival



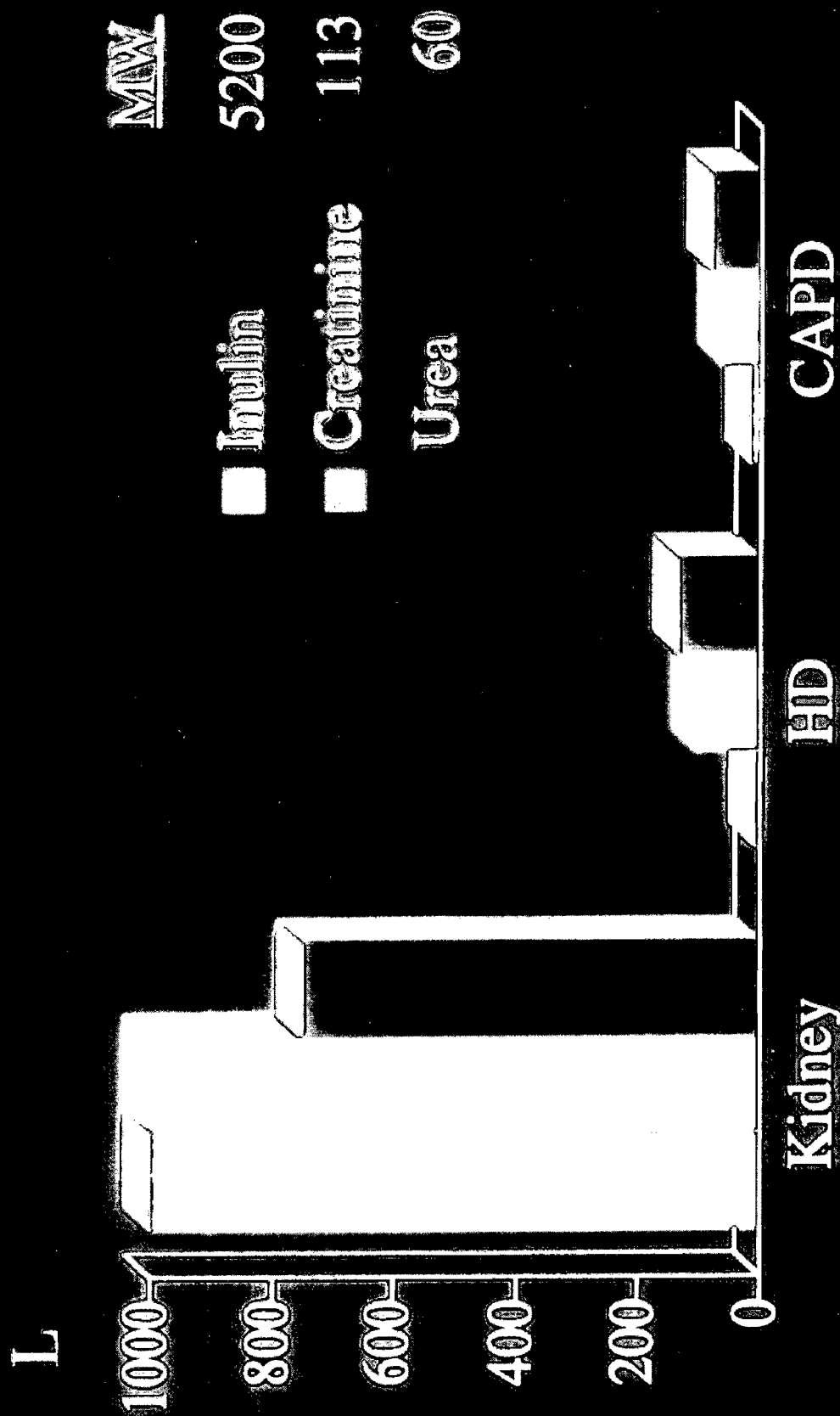
Time from start of daily hemodialysis, years

# Daily hemodialysis

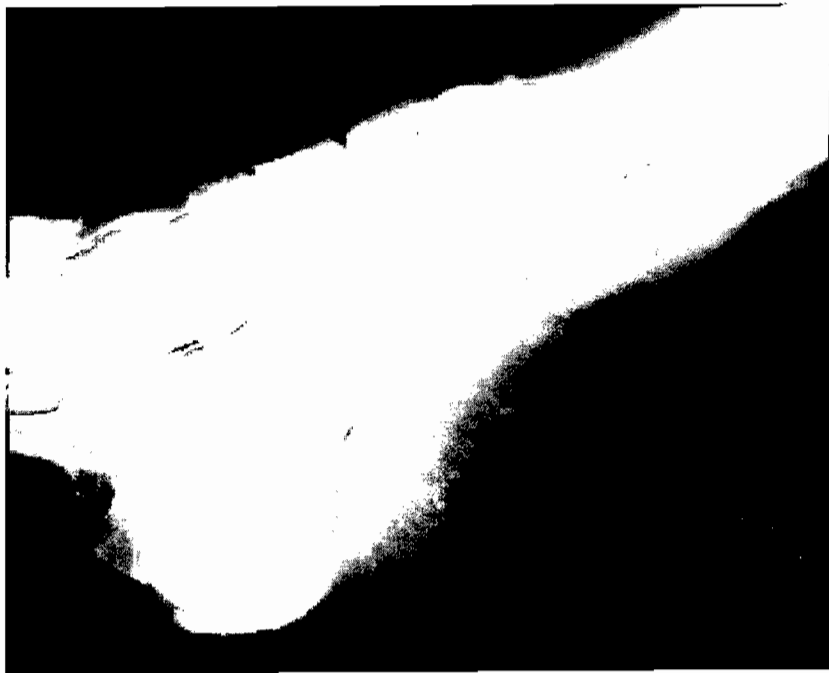
## Daily hemodialysis

- Short daily hemodialysis
  - Typical: 2 hours 6 days/week
    - High blood/dialysate flow
    - In-center or home
- Nocturnal hemodialysis
  - Typical: 8 hours 6 nights/week
    - Variable blood/dialysate flow
    - Home

# Weekly Clearances for Normal Kidney and for "Replacement" Therapies



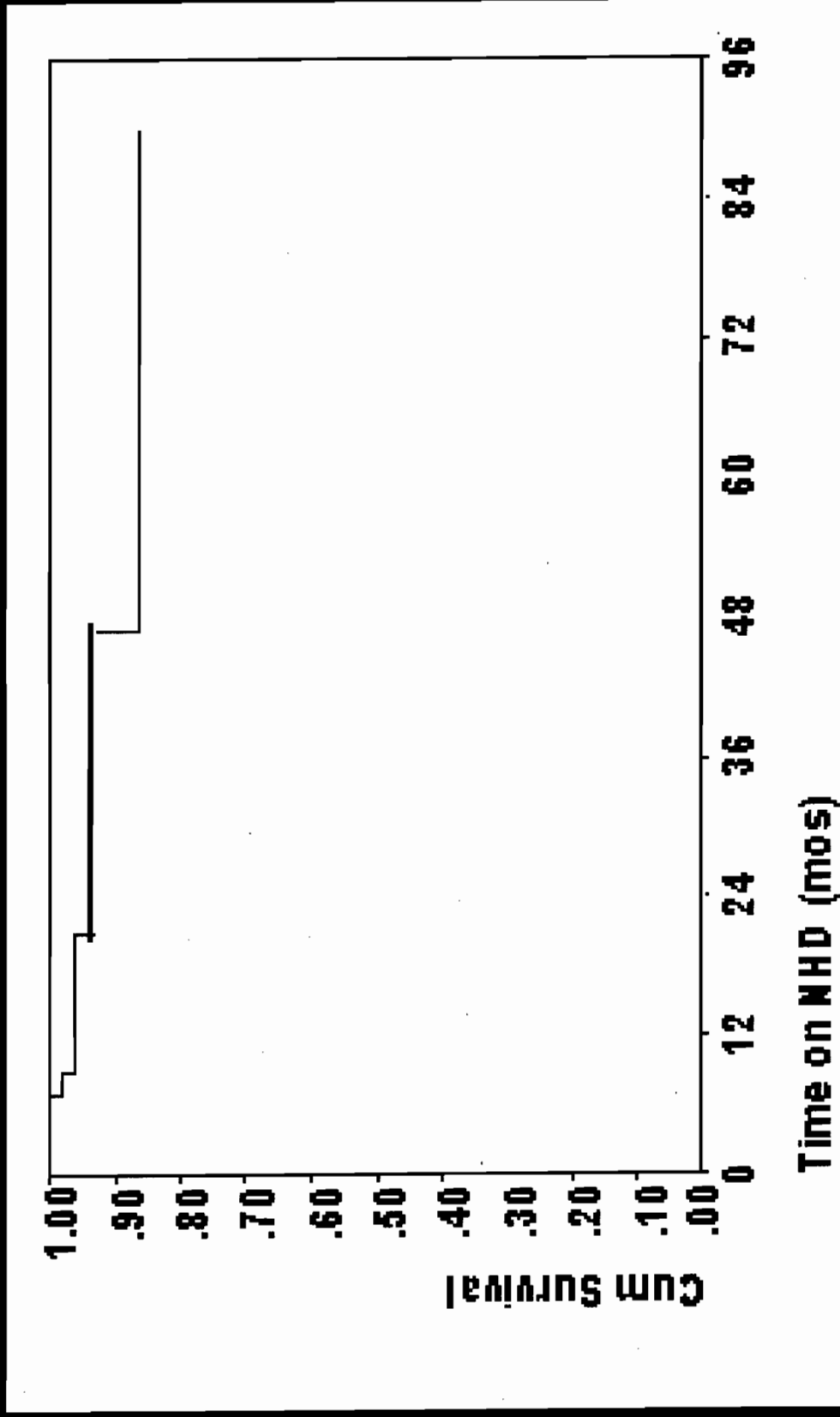
# .....And the Ugly



Martin KJ, 1999

# Nocturnal hemodialysis – Survival

N=60



3 year survival 93%



### **Criterion 1110.230 Alternatives**

The primary alternatives to this project were to do nothing and continue to try to refer patients to existing facilities for traditional dialysis care, and leave any nocturnal dialysis services to be done on a home dialysis basis or to develop the proposed project or to remodel an existing building to accommodate these patients in a safe and secure facility.

Alternative number one would have no cost to the applicant, but it would also provide no additional services to the community. The patients who would like to have the longer periods of dialysis but cannot or are unwilling to use home dialysis would also be left without another option.

The proposed project calls for the utilization of any existing building which will be remodeled to accommodate the proposed dialysis unit, which reduces the cost of construction while providing an excellent location for the new facility.

The size of the proposed project was determined by the number of patients currently being seen by the physicians involved in the proposed project, who will require dialysis within the next 12-18 months, and who have indicated a desire to use the proposed site.

The attached materials show the empirical evidence from studies performed regarding longer dialysis treatments (Nocturnal Dialysis) and its positive impact on quality of life and patient longevity, as well as the reduced cost to the patient by reducing the frequency of hospitalization for complications of the disease..

The alternative of new construction rather than remodeling existing space was rejected because the existing space could be developed in an area where the access to services was easy, for substantially less money than constructing a new building. The cost of constructing a new building was not calculated do to the low cost of remodeling existing space.

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

### **Size of the Project**

The proposed facility will have a total of 6,000 GSF to house 12 dialysis stations table one compares this proposal to the State Norms.

SIZE OF PROJECT	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?
6,000 GSF	500 GSF/ Station	450-650 GSF per station	+50=-150	Yes

The proposed square footage falls well within the range of acceptable square footage range developed by the IHFSRB and is consistent with the other facilities recently approved by the Board. The applicant determined that the square footage proposed was consistent with the plans for an efficiently sized facility which will accommodate 12 stations and will not require additional new construction at the proposed site.

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

### **PROJECT SERVICES UTILIZATION:**

Letters are appended to this attachment which identify 241 patients who would be referred to the proposed facility as they require dialysis in the next 24 months. This total number of patients would require up to 38,064 treatments annually if they were to all require treatment at the same time. That number of treatments would justify 51 stations rather than the 12 stations proposed by the applicant.

The referral of all 241 patients may not occur for one of several reasons: some will die before they are referred either because of the kidney disease or some other underlying problem, some will receive transplants, some will choose other facilities, and some will opt for home dialysis. However, if only 58 of these patients are ultimately treated at the proposed facility the facility will exceed the Board's target occupancy rate. The 58 patients needed to meet the target utilization level equal only 24% of the projected referrals. Based upon these numbers the applicant can easily achieve the target utilization rate for the proposed 12 stations.

The table below shows the applicant's anticipated fill rate.

Service	Projected utilization	Projected utilization rate	Target Utilization Rate	Number of stations needed
Hemodialysis				
Year 1 (30 patients)	4,680 treatments	42%	80%	6
Year 2 (60 patients)	9,360 treatments	83.3 %	80%	12

**EXECUTIVE SECRETARY  
ILLINOIS HEALTH FACILITIES & SERVICES REVIEW BOARD  
525 W. JEFFERSON ST. 2<sup>ND</sup> FLOOR  
SPRINGFIELD, ILLINOIS 62761**

Dear Secretary.

We are group of physicians from Comprehensive Kidney Care, hereby attest this to the board that we have been referring all our ESRD patients (Attached LIST-1) here to different facilities in the area. With our decades of experience in Nephrology, we find quite a number of our patients have expressed their desire and anxiously waiting to switch from Hemo Dialysis to Nocturnal Dialysis.


We are writing to the board in support of our Con application for the new facility named **"Nocturnal Dialysis Spa" LLC.** at Villa Park to cater to the needs of these patients in the area, along with more than 240 CKD patients (Attached LIST-2) who are likely to go either on Hemo, PD or Nocturnal Dialysis in the near future. Further, we would like to bring the fact to your notice that we do not have any Nocturnal Dialysis unit in and around the area of about 25miles.

Our patients fully understand this option of Nocturnal Dialysis which has unlimited advantages as few are mentioned below for your immediate reference:

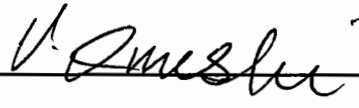
- ✓ It improves bone health and mineralization
- ✓ Help calciphylaxis or soft tissue calcification
- ✓ Improve Coronary artery disease & cardiomegaly (heart enlargement)
- ✓ Decrease or eliminate phosphate binders.
- ✓ Improve physical endurance
- ✓ Decrease in hospitalization rate,
- ✓ Decrease in incidents of depression
- ✓ Decrease in Epogen doses which has a **"Black Box"** warning, that will save around 40% of cost for state & Federal government.
- ✓ Improve blood pressure control & eliminate or decrease number of blood pressure pills.
- ✓ Improve nutrition.

We are proud to be part of this experienced renal group of doctors, where every member in our practice, from colleagues to staff shares the commitment to deliver the highest quality care, based on our core values like integrity, respect and quality services that we seek & provide for better outcomes for our esteemed patients.

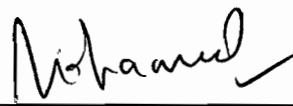
If you have any questions or concern, please contact us anytime.


  
\_\_\_\_\_  
HAMID HUMAYUN, MBBS.,MD.,FACP.,FASN

  
\_\_\_\_\_  
OSVALDO WAGENER, MD.

  
\_\_\_\_\_  
VASEEM QURESHI, MD.

  
\_\_\_\_\_  
MUSTAFA M ALI, MD.

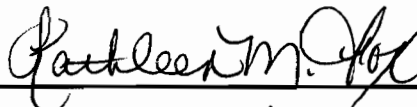
  
\_\_\_\_\_  
MOHAMMED MUBEEN, MD.

  
\_\_\_\_\_  
KAJAL RAO, MD.

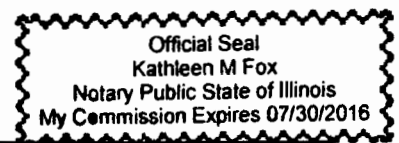
NOTARY PUBLIC:

Kathleen M. Fox

NAME /



SIGNITURE / 7/8/13



STAMP

S.No	FN. INITIAL	LN.INITIAL	MOD.	CITY	ZIP	FACILITY
1	A	G	ESRD	MELROSE PARK	60160	FMC, MELROSE PARK
2	A	S	ESRD	CHICAGO	60640	NEPHRON DIALYSIS
3	A	W	ESRD	CHICAGO	60625	NEPHRON DIALYSIS
4	B	J	ESRD	STONEPARK	60165	FMC, MELROSE PARK
5	B	B	ESRD	CHICAGO	60659	FMC KILPATRICK DIALYSIS
6	B	H	ESRD	CHICAGO	60617	PARKSHORE NURSING HOME
7	B	H	ESRD	CHICAGO	60630	CONTINENTAL NURSING HOME
8	C	W	ESRD	ELMWOOD PARK	60707	ELMWOOD CARE NURSING HOME
9	D	S	ESRD	CHICAGO	60644	JACKSON PARK NURSING HOME
10	D	J	ESRD	CHICAGO	60644	FMC, MELROSE PARK
11	D	R	ESRD	CHICAGO	60630	NEPHRON DIALYSIS
12	F	G	ESRD	LINCOLNWOOD	60712	NEPHRON DIALYSIS
13	G	H	ESRD	CHICAGO	60625	GLENCREST HEALTH CARE CTR.
14	G	J	ESRD	CHICAGO	60647	FMC, MELROSE PARK
15	H	R	ESRD	CHICAGO	60644	COURTYARD NURSING HOME
16	H	E	ESRD	BELLWOOD	60104	FMC, MELROSE PARK
17	H	S	ESRD	CHICAGO	60612	FMC, MELROSE PARK
18	J	A	ESRD	CHICAGO	60645	NEPHRON DIALYSIS
19	K	M	ESRD	CHICAGO	60625	NEPHRON DIALYSIS
20	K	I	ESRD	CHICAGO	60625	NEPHRON DIALYSIS
21	K	A	ESRD	CHICAGO	60659	FMC KILPATRICK DIALYSIS
22	K	R	ESRD	CHICAGO	60625	NEPHRON DIALYSIS
23	K	L	ESRD	CHICAGO	60625	NEPHRON DIALYSIS
24	L	P	ESRD	OAK PARK	60302	OAK PARK KIDNEY CTR.
25	L	C	ESRD	CHICAGO	60660	NEPHRON DIALYSIS
26	M	C	ESRD	MAYWOOD	60153	FMC, MELROSE PARK
27	M	J	ESRD	CHICAGO	60647	CONTINENTAL NURSING HOME
28	M	J	ESRD	CHICAGO	60637	PARKSHORE NURSING HOME
29	M	E	ESRD	CHICAGO	60644	JACKSON PARK NURSING HOME
30	M	A	ESRD	CHICAGO	60625	CONTINENTAL NURSING HOME
31	M	E	ESRD	CHICAGO	60609	PARKSHORE NURSING HOME
32	M	J	ESRD	CHICAGO	60618	NEPHRON DIALYSIS
33	M	M	ESRD	CHICAGO	60625	CONTINENTAL NURSING HOME
34	M	M	ESRD	LOMBARD	60148	ELMWOOD CARE NURSING HOME
35	M	O	ESRD	CHICAGO	60625	FMC KILPATRICK DIALYSIS
36	M	S	ESRD	MELROSE PARK	60160	OAK PARK KIDNEY CTR.
37	M	R	ESRD	MAYWOOD	60153	OAK PARK KIDNEY CTR.
38	M	M	ESRD	CHICAGO	60630	FMC KILPATRICK DIALYSIS
39	M	M	ESRD	FOREST PARK	60130	FMC, MELROSE PARK
40	N	R	ESRD	MAYWOOD	60153	OAK PARK KIDNEY CTR.
41	N	A	ESRD	CHICAGO	60618	NEPHRON DIALYSIS
42	P	S	ESRD	CHICAGO	60630	FMC KILPATRICK DIALYSIS
43	P	F	ESRD	CHICAGO	60639	JACKSON PARK NURSING HOME
44	P	T	ESRD	CHICAGO	60624	PARKSHORE NURSING HOME

45	R	R	ESRD	CHICAGO	60625	FMC KILPATRICK DIALYSIS
46	R	J	ESRD	MAYWOOD	60153	FMC, MELROSE PARK
47	S	E	ESRD	BROADVIEW	60104	COURTYARD NURSING HOME
48	S	S	ESRD	CHICAGO	60640	FMC
49	S	E	ESRD	CHICAGO	60625	NEPHRON DIALYSIS
50	S	A	ESRD	CHICAGO	60645	NEPHRON DIALYSIS
51	S	L	ESRD	CHICAGO	60645	NEPHRON DIALYSIS
52	S	M	ESRD	CHICAGO	60646	FMC KILPATRICK DIALYSIS
53	T	M	ESRD	CHICAGO	60618	FMC KILPATRICK DIALYSIS
54	T	S	ESRD	CHICAGO	60660	NEPHRON DIALYSIS
55	T	K	ESRD	CHICAGO	60640	NEPHRON DIALYSIS
56	T	D	ESRD	CHICAGO	60153	FMC, MELROSE PARK
57	W	L	ESRD	OAK PARK	60302	COURTYARD NURSING HOME
58	W	C	ESRD	CHICAGO	60659	NEPHRON DIALYSIS
59	W	M	ESRD	MAYWOOD	60153	FMC, MELROSE PARK



S.NO	L . NAME INITIAL	F . NAME INITIAL	MODALITY	ZIP	FACILITY
1	A	R	CKD3	60634	EXPECTED AT NEW FACILITY
2	A	T	CKD3	60651	EXPECTED AT NEW FACILITY
3	A	M	CKD3	60160	EXPECTED AT NEW FACILITY
4	A	I	CKD3	60188	EXPECTED AT NEW FACILITY
5	A	M	CKD4	60176	EXPECTED AT NEW FACILITY
6	A	J	CKD2	60160	EXPECTED AT NEW FACILITY
7	A	V	CKD3	60104	EXPECTED AT NEW FACILITY
8	A	F	CKD4	60559	EXPECTED AT NEW FACILITY
9	A	R	CKD3	60453	EXPECTED AT NEW FACILITY
10	B	A	CKD4	60164	EXPECTED AT NEW FACILITY
11	B	A	CKD4	60164	EXPECTED AT NEW FACILITY
12	B	E	CKD3	60163	EXPECTED AT NEW FACILITY
13	B	D	CKD3	60304	EXPECTED AT NEW FACILITY
14	B	E	CKD4	60104	EXPECTED AT NEW FACILITY
15	B	M	CKD3	60153	EXPECTED AT NEW FACILITY
16	B	T	CKD3	60612	EXPECTED AT NEW FACILITY
17	B	J	CKD3	60302	EXPECTED AT NEW FACILITY
18	B	D	CKD 5	60804	EXPECTED AT NEW FACILITY
19	B	I	CKD 3	60153	EXPECTED AT NEW FACILITY
20	B	C	CKD 3	60651	EXPECTED AT NEW FACILITY
21	B	D	CKD 3	60153	EXPECTED AT NEW FACILITY
22	C	A	CKD3	60707	EXPECTED AT NEW FACILITY
23	C	M	CKD4	60137	EXPECTED AT NEW FACILITY
24	C	A	CKD4	60188	EXPECTED AT NEW FACILITY
25	C	M	CKD4	60131	EXPECTED AT NEW FACILITY
26	C	M	CKD3	60707	EXPECTED AT NEW FACILITY
27	C	E	CKD3	60160	EXPECTED AT NEW FACILITY
28	C	J	CKD4	60804	EXPECTED AT NEW FACILITY
29	C	E	CKD3	60164	EXPECTED AT NEW FACILITY
30	C	M	CKD4	60160	EXPECTED AT NEW FACILITY
31	C	A	CKD3	60007	EXPECTED AT NEW FACILITY
32	C	E	CKD3	60160	EXPECTED AT NEW FACILITY
33	C	J	CKD2	60104	EXPECTED AT NEW FACILITY
34	C	J	CKD 2	60651	EXPECTED AT NEW FACILITY
35	C	C	CKD 4	60623	EXPECTED AT NEW FACILITY
36	C	A	CKD 4	60804	EXPECTED AT NEW FACILITY
37	C	V	CKD 3	60804	EXPECTED AT NEW FACILITY
38	C	L	CKD 3	60804	EXPECTED AT NEW FACILITY
39	C	L	CKD 4	60644	EXPECTED AT NEW FACILITY
40	C	A	CKD 3	60104	EXPECTED AT NEW FACILITY
41	D	E	CKD3	60164	EXPECTED AT NEW FACILITY
42	D	E	CKD4	60104	EXPECTED AT NEW FACILITY
43	D	G	CKD4	60634	EXPECTED AT NEW FACILITY
44	D	C	CKD3	60415	EXPECTED AT NEW FACILITY
45	D	E	CKD3	60647	EXPECTED AT NEW FACILITY

46	D	V	CKD4	60162	EXPECTED AT NEW FACILITY
47	D	W	CKD3	60104	EXPECTED AT NEW FACILITY
48	D	H	CKD3	60164	EXPECTED AT NEW FACILITY
49	D	M	CKD3	60526	EXPECTED AT NEW FACILITY
50	D	H	CKD2	60148	EXPECTED AT NEW FACILITY
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53	D	T	CKD 4	60018	EXPECTED AT NEW FACILITY
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55	D	A	CKD 4	60644	EXPECTED AT NEW FACILITY
56	E	C	CKD4	60153	EXPECTED AT NEW FACILITY
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58	E	M	CKD3	60153	EXPECTED AT NEW FACILITY
59	E	P	CKD3	60651	EXPECTED AT NEW FACILITY
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61	E	J	CKD 3	60624	EXPECTED AT NEW FACILITY
62	E	P	CKD 3	60651	EXPECTED AT NEW FACILITY
63	F	C	CKD3	60188	EXPECTED AT NEW FACILITY
64	F	C	CKD4	60634	EXPECTED AT NEW FACILITY
65	F	O	CKD4	60644	EXPECTED AT NEW FACILITY
66	F	H	CKD3	60131	EXPECTED AT NEW FACILITY
67	F	D	CKD4	60160	EXPECTED AT NEW FACILITY
68	F	M	CKD3	60160	EXPECTED AT NEW FACILITY
69	F	R	CKD4	60104	EXPECTED AT NEW FACILITY
70	F	O	CKD3	60640	EXPECTED AT NEW FACILITY
71	F	C	CKD3	60160	EXPECTED AT NEW FACILITY
72	F	M	CKD3	60561	EXPECTED AT NEW FACILITY
73	F	M	CKD4	60153	EXPECTED AT NEW FACILITY
74	F	M	CKD 3	60561	EXPECTED AT NEW FACILITY
75	F	C	CKD 3	60160	EXPECTED AT NEW FACILITY
76	G	M	CKD4	60160	EXPECTED AT NEW FACILITY
77	G	E	CKD4	60131	EXPECTED AT NEW FACILITY
78	G	E	CKD4	60160	EXPECTED AT NEW FACILITY
79	G	R	CKD3	60126	EXPECTED AT NEW FACILITY
80	G	R	CKD3	60160	EXPECTED AT NEW FACILITY
81	G	D	CKD3	60160	EXPECTED AT NEW FACILITY
82	G	N	CKD3	60153	EXPECTED AT NEW FACILITY
83	G	H	CCPD	60644	EXPECTED AT NEW FACILITY
84	G	S	CKD3	60443	EXPECTED AT NEW FACILITY
85	G	G	CKD4	60160	EXPECTED AT NEW FACILITY
86	G	S	CKD4	60302	EXPECTED AT NEW FACILITY
87	G	R	CKD3	60160	EXPECTED AT NEW FACILITY
88	G	D	CKD5	60804	EXPECTED AT NEW FACILITY
89	G	J	CKD3	60804	EXPECTED AT NEW FACILITY
90	G	E	CKD 4	60706	EXPECTED AT NEW FACILITY
91	G	E	AKI	60706	EXPECTED AT NEW FACILITY
92	H	F	CKD3	60647	EXPECTED AT NEW FACILITY

93	H	B	CKD4	60131	EXPECTED AT NEW FACILITY
94	H	P	CKD4	60164	EXPECTED AT NEW FACILITY
95	H	S	CKD3	60534	EXPECTED AT NEW FACILITY
96	H	G	CKD3	60001	EXPECTED AT NEW FACILITY
97	H	T	CKD4	60153	EXPECTED AT NEW FACILITY
98	H	D	CKD3	60623	EXPECTED AT NEW FACILITY
99	H	M	CKD2	60657	EXPECTED AT NEW FACILITY
100	H	G	CKD4	60644	EXPECTED AT NEW FACILITY
101	H	M	CKD4	60644	EXPECTED AT NEW FACILITY
102	H	G	CKD 3	60139	EXPECTED AT NEW FACILITY
103	H	J	CKD 4	60651	EXPECTED AT NEW FACILITY
104	H	H	CKD 3	60804	EXPECTED AT NEW FACILITY
105	J	M	CKD3	60108	EXPECTED AT NEW FACILITY
106	J	A	CKD3	60153	EXPECTED AT NEW FACILITY
107	J	R	CKD3	60651	EXPECTED AT NEW FACILITY
108	J	V	CKD2	60104	EXPECTED AT NEW FACILITY
109	J	R	CKD4	60302	EXPECTED AT NEW FACILITY
110	J	A	CKD 5	60153	EXPECTED AT NEW FACILITY
111	J	J	CKD 3	60304	EXPECTED AT NEW FACILITY
112	J	V	CKD 2	60104	EXPECTED AT NEW FACILITY
113	K	M	CKD3	60629	EXPECTED AT NEW FACILITY
114	K	L	CKD4	60160	EXPECTED AT NEW FACILITY
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116	K	B	CKD5	60302	EXPECTED AT NEW FACILITY
117	K	E	CKD3	60005	EXPECTED AT NEW FACILITY
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122	L	A	CKD3	60155	EXPECTED AT NEW FACILITY
123	L	A	CKD3	60106	EXPECTED AT NEW FACILITY
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125	L	R	CKD3	60804	EXPECTED AT NEW FACILITY
126	L	R	CKD4	60707	EXPECTED AT NEW FACILITY
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132	M	M	CKD4	60133	EXPECTED AT NEW FACILITY
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134	M	C	CKD3	60707	EXPECTED AT NEW FACILITY
135	M	J	CKD3	60104	EXPECTED AT NEW FACILITY
136	M	L	CKD4	60131	EXPECTED AT NEW FACILITY
137	M	J	CKD3	60160	EXPECTED AT NEW FACILITY
138	M	C	CKD4	60153	EXPECTED AT NEW FACILITY
139	M	L	CKD4	60612	EXPECTED AT NEW FACILITY

140	M	A	CKD3	60644	EXPECTED AT NEW FACILITY
141	M	G	CKD4	60305	EXPECTED AT NEW FACILITY
142	M	C	CKD2	60612	EXPECTED AT NEW FACILITY
143	M	E	CKD3	60104	EXPECTED AT NEW FACILITY
144	M	C	CKD4	60651	EXPECTED AT NEW FACILITY
145	M	F	CKD3	60153	EXPECTED AT NEW FACILITY
146	M	C	CKD4	60130	EXPECTED AT NEW FACILITY
147	M	C	CKD 5	60153	EXPECTED AT NEW FACILITY
148	M	P	CKD 2	60707	EXPECTED AT NEW FACILITY
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152	M	A	CKD 4	60440	EXPECTED AT NEW FACILITY
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163	O	M	CKD4	60173	EXPECTED AT NEW FACILITY
164	O	I	CKD3	60160	EXPECTED AT NEW FACILITY
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166	O	L	CKD 4	60609	EXPECTED AT NEW FACILITY
167	O	D	CKD 2	60632	EXPECTED AT NEW FACILITY
168	P	R	CKD4	60131	EXPECTED AT NEW FACILITY
169	P	R	CKD3	60160	EXPECTED AT NEW FACILITY
170	P	E	CKD4	60106	EXPECTED AT NEW FACILITY
171	P	F	CKD3	60160	EXPECTED AT NEW FACILITY
172	P	B	CKD3	60639	EXPECTED AT NEW FACILITY
173	P	M	CKD4	60160	EXPECTED AT NEW FACILITY
174	P	W	CKD3	60106	EXPECTED AT NEW FACILITY
175	P	V	CKD4	60612	EXPECTED AT NEW FACILITY
176	P	I	CKD2	60130	EXPECTED AT NEW FACILITY
177	P	P	CKD5	60523	EXPECTED AT NEW FACILITY
178	P	F	CKD4	60302	EXPECTED AT NEW FACILITY
179	P	V	CKD 3	60612	EXPECTED AT NEW FACILITY
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183	R	R	CKD3	60155	EXPECTED AT NEW FACILITY
184	R	R	CKD4	60131	EXPECTED AT NEW FACILITY
185	R	I	CKD4	60644	EXPECTED AT NEW FACILITY
186	R	W	CKD2	60153	EXPECTED AT NEW FACILITY

187	R	M	CKD4	60643	EXPECTED AT NEW FACILITY
188	R	R	CKD3	60402	EXPECTED AT NEW FACILITY
189	R	P	CKD4	60707	EXPECTED AT NEW FACILITY
190	R	W	CKD 2	60162	EXPECTED AT NEW FACILITY
191	R	R	CKD 4	60131	EXPECTED AT NEW FACILITY
192	R	I	CKD 4	60644	EXPECTED AT NEW FACILITY
193	R	W	CKD 2	60153	EXPECTED AT NEW FACILITY
194	S	J	CKD3	60651	EXPECTED AT NEW FACILITY
195	S	M	CKD3	60131	EXPECTED AT NEW FACILITY
196	S	F	CKD3	60164	EXPECTED AT NEW FACILITY
197	S	M	CKD4	60639	EXPECTED AT NEW FACILITY
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199	S	G	CKD4	60160	EXPECTED AT NEW FACILITY
200	S	B	CKD4	60644	EXPECTED AT NEW FACILITY
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202	S	M	CKD3	60160	EXPECTED AT NEW FACILITY
203	S	J	CKD2	60193	EXPECTED AT NEW FACILITY
204	S	J	CKD3	60165	EXPECTED AT NEW FACILITY
205	S	B	CKD4	60164	EXPECTED AT NEW FACILITY
206	S	W	CKD3	60644	EXPECTED AT NEW FACILITY
207	S	M	CKD4	60638	EXPECTED AT NEW FACILITY
208	S	A	CKD3	60459	EXPECTED AT NEW FACILITY
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210	S	M	CKD 3	60153	EXPECTED AT NEW FACILITY
211	S	B	CKD 2	60130	EXPECTED AT NEW FACILITY
212	S	F	CKD 2	60651	EXPECTED AT NEW FACILITY
213	S	S	CKD 5	60638	EXPECTED AT NEW FACILITY
214	S	B	CKD 5	60130	EXPECTED AT NEW FACILITY
215	T	C	CKD3	60153	EXPECTED AT NEW FACILITY
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218	T	O	CKD3	60624	EXPECTED AT NEW FACILITY
219	T	J	CKD4	60302	EXPECTED AT NEW FACILITY
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221	T	O	CKD 3	60624	EXPECTED AT NEW FACILITY
222	T	J	CKD 3	60104	EXPECTED AT NEW FACILITY
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229	W	C	CKD4	60163	EXPECTED AT NEW FACILITY
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231	W	K	CKD3	60163	EXPECTED AT NEW FACILITY
232	W	R	CKD4	60304	EXPECTED AT NEW FACILITY
233	W	V	CKD4	60302	EXPECTED AT NEW FACILITY

234	W	C	CKD5	60612	EXPECTED AT NEW FACILITY
235	W	R	CKD2	60104	EXPECTED AT NEW FACILITY
236	W	D	CKD 4	60104	EXPECTED AT NEW FACILITY
237	W	N	CKD 3	60130	EXPECTED AT NEW FACILITY
238	W	D	CKD 4	60624	EXPECTED AT NEW FACILITY
239	Y	K	CKD4	60160	EXPECTED AT NEW FACILITY
240	Z	L	CKD4	60104	EXPECTED AT NEW FACILITY
241	Z	A	CKD5	60164	EXPECTED AT NEW FACILITY

Executive Secretary  
Illinois Health Facilities & Services Review Board  
525 West Jefferson Street  
Springfield, IL 62761

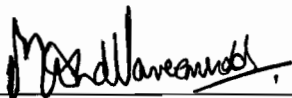
Dear Executive Secretary

I am an Internist and Nephrologist, staffed at Westlake Hospital, Loretto Hospital, Rush Oak Park Hospital, West Suburban, Adventist Hindsdale Hospital and Adventist Lagrange Hospital etc. I am writing to the Board to express the support for a new Dialysis Facility, named "Nocturnal Dialysis SPA LLC " coming up at 1634 S. Ardmore, Villa Park.

I currently provide medical care to elderly patients, many of them have CKD.(Pre-ESRD) stage III & V and would require Renal Replacement Therapy.

I would be glad to refer those patients to the proposed new facility. If you need any additional information, do not hesitate to contact me.

Sincerely,



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**Dr. Mohammad Vaseemuddin MD.**  
Schaumburg Immediate Care LLC  
1375 E Schaumburg Rd. Ste 100  
Schaumburg, IL 60194

Executive Secretary  
Illinois Health Facility Planning Board  
525 W. Jefferson St  
Springfield, IL 62761

Sub: Letter of Support

I am writing to the board to strongly support the CON application of Nocturnal Dialysis Spa, for a hemodialysis and peritoneal dialysis outpatient facility being developed at 1634 S. Ardmore Ave. Villa Park, IL 60181.

Truly,

Stephen F. Hays M.D.



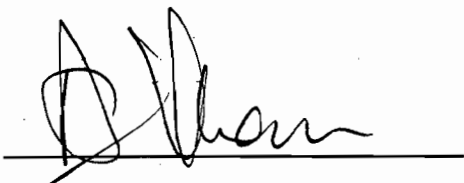
Executive Secretary  
Illinois Health Facility Planning Board  
525 W. Jefferson St  
Springfield, IL 62761

Sub: Letter of Support

I am writing to the board to strongly support the CON application of Nocturnal Dialysis Spa, for a hemodialysis and peritoneal dialysis outpatient facility being developed at 1634 S. Ardmore Ave. Villa Park, IL 60181.

Being a physician, I currently provide medical care to numerous patients with Chronic Kidney Disease (CKD)/ End Stage Renal Disease (ESRD). I will be glad to assure future referrals to this facility.

Sincerely,



A-Z-KHAN M.D

Executive Secretary  
Illinois Health Facility Planning Board  
525 W. Jefferson St  
Springfield, IL 62761

Sub: Letter of Support

I am writing to the board to strongly support the CON application of Nocturnal Dialysis Spa, for a hemodialysis and peritoneal dialysis outpatient facility being developed at 1634 S. Ardmore Ave. Villa Park, IL 60181.

Truly,

Unruel MD

**LETTER OF SUPPORT**

Chairman  
Illinois Health Facilities & Services Review Board  
525 West Jefferson Street  
Springfield, IL 62761

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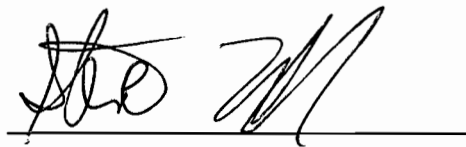
**Dear Chairman**

I am writing to the Board in support of the proposed 12 stations ESRD facility named "Nocturnal Dialysis Spa. LLC." to be located at 1634 S Ardmore Ave. Villa Park.

I am a **Social Worker** over the last few years I have been seeing many ESRD patients, doing assessments and preparing their care plans.

When I learned about the Nocturnal option I have started discussing this with my patients and they are excited to know the advantages and a good number of those patients are willing to opt for Nocturnal Dialysis. I fully support this upcoming facility.

Sincerely,

A handwritten signature in black ink, consisting of stylized cursive letters, is written over a horizontal line.

**(LCSW) Licensed Social Worker**

**LETTER OF SUPPORT**

Chairman  
Illinois Health Facilities & Services Review Board  
525 West Jefferson Street  
Springfield, IL 62761

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**Dear Chairman**

I am writing to the Board in support of the proposed 12 stations ESRD facility named "Nocturnal Dialysis Spa. LLC." to be located at 1634 S Ardmore Ave. Villa Park.

I am a **Registered Nurse**, over the last few years I have been in charge for many ESRD patients for their daily treatments. When I learned about the Nocturnal option I have started discussing this with my patients and they are excited to know the advantages and a good number of those patients are willing to opt for Nocturnal Dialysis. Therefore, I fully support this upcoming facility.

Sincerely,

A handwritten signature in black ink, reading "Joyda L. Spencer RN". The signature is written in a cursive style with a large, stylized "J" and "S".

**(RN)Registered Nurse**

**LETTER OF SUPPORT**

Chairman  
Illinois Health Facilities & Services Review Board  
525 West Jefferson Street  
Springfield, IL 62761

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**Dear Chairman**

I am writing to the Board in support of the proposed 12 stations ESRD facility named "Nocturnal Dialysis Spa. LLC." to be located at 1634 S Ardmore Ave. Villa Park.

I am a **Registered Nurse**, over the last few years I have been in charge for many ESRD patients for their daily treatments. When I learned about the Nocturnal option I have started discussing this with my patients and they are excited to know the advantages and a good number of those patients are willing to opt for Nocturnal Dialysis. Therefore, I fully support this upcoming facility.

Sincerely,



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**(RN)Registered Nurse**

**LETTER OF SUPPORT**

Chairman  
Illinois Health Facilities & Services Review Board  
525 West Jefferson Street  
Springfield, IL 62761

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**Dear Chairman**

I am writing to the Board in support of the proposed 12 stations ESRD facility named "Nocturnal Dialysis Spa. LLC." to be located at 1634 S Ardmore Ave. Villa Park.

I am a **Registered Nurse**, over the last few years I have been in charge for many ESRD patients for their daily treatments. When I learned about the Nocturnal option I have started discussing this with my patients and they are excited to know the advantages and a good number of those patients are willing to opt for Nocturnal Dialysis. Therefore, I fully support this upcoming facility.

Sincerely,

Carmon C.

**(RN)Registered Nurse**

**LETTER OF SUPPORT**

Chairman  
Illinois Health Facilities & Services Review Board  
525 West Jefferson Street  
Springfield, IL 62761

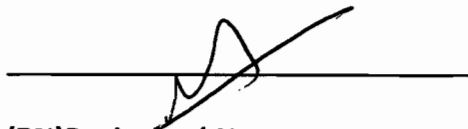
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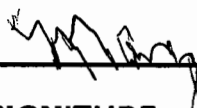
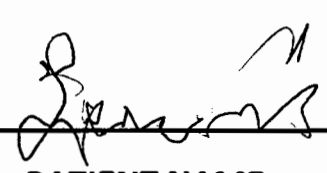
## LETTER OF SUPPORT

EXECUTIVE SECRETARY  
ILLINOIS HEALTH FACILITIES & SERVICES REVIEW BOARD  
525 W. JEFFERSON ST. 2<sup>ND</sup> FLOOR  
SPRINGFIELD, ILLINOIS 62761

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 /   
SIGNATURE / PATIENT NAME

FACILITY NAME :



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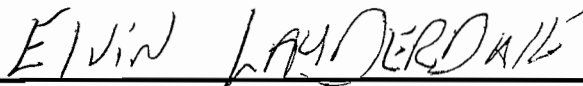
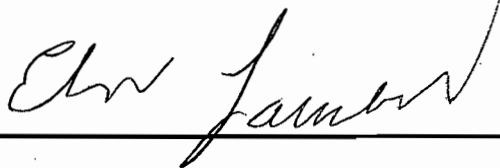
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Vincent Lauby / Vincent Lauby

**SIGNATURE / PATIENT NAME**

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Harry J. Bell

SIGNATURE / PATIENT NAME

FACILITY NAME :

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STANLEY JOHNS

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Benny Flores / Benny Flores

**SIGNATURE / PATIENT NAME**

## LETTER OF SUPPORT

EXECUTIVE SECRETARY

ILLINOIS HEALTH FACILITIES & SERVICES REVIEW BOARD

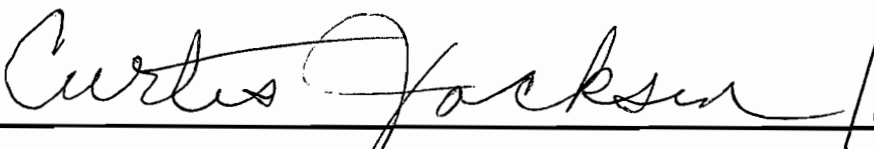
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 / CURTIS JACKSON

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SIGNITURE     /     PATIENT NAME

FACILITY NAME :

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Jack Turner / Jack Turner  
SIGNATURE / PATIENT NAME

FACILITY NAME :

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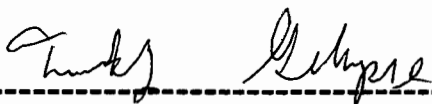
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SIGNITURE

/ PATIENT NAME

TIMOTHY GILLESPIE

## LETTER OF SUPPORT

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----- *Velma Wallace* / *Velma Wallace*

**SIGNITURE / PATIENT NAME**

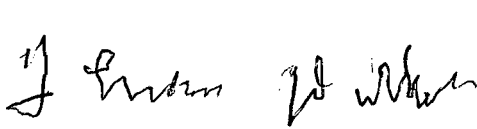
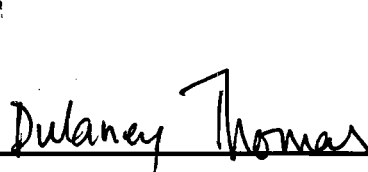
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 Scott Douglas

**SIGNATURE / PATIENT NAME**



## LETTER OF SUPPORT

EXECUTIVE SECRETARY

ILLINOIS HEALTH FACILITIES & SERVICES REVIEW BOARD

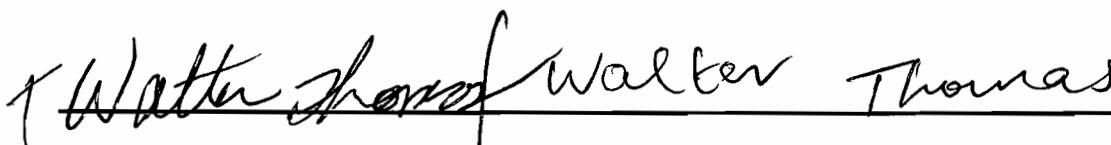
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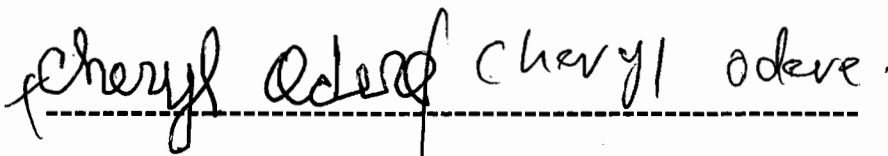
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**SIGNATURE / PATIENT NAME**

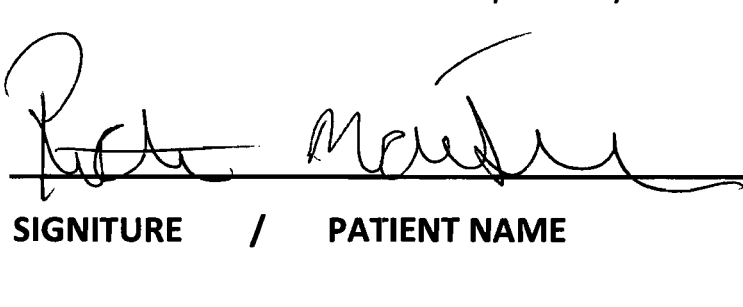
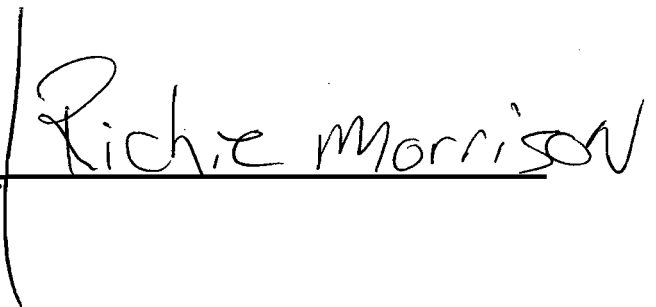
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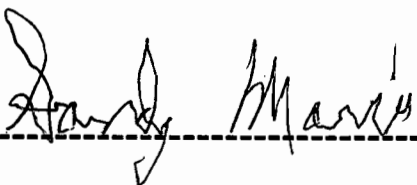
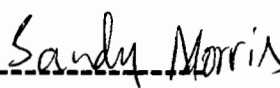
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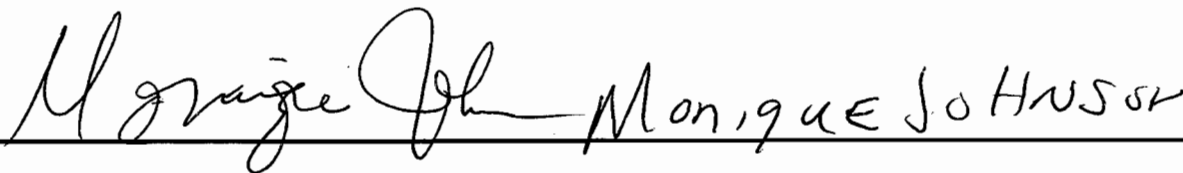
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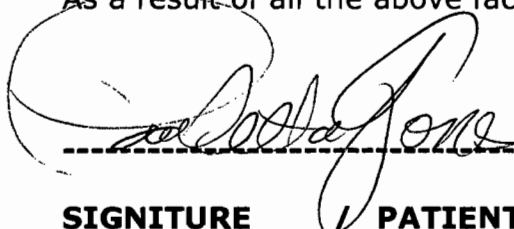
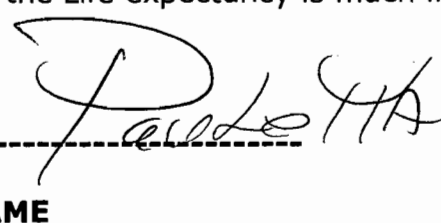
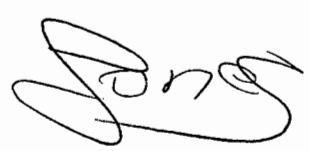
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I am a Dialysis patient, I am writing to the board to support the Con application for the upcoming new facility **"Nocturnal Dialysis Spa"** at Villa Park.

I would like to be transferred from Hemo dialysis to Nocturnal Dialysis as I have learned about this option to have many advantages like:

- It improves bone health and mineralization
- Help calciphylaxis or soft tissue calcification
- Improve Coronary artery disease & cardiomegaly (heart enlargement)
- Decrease or eliminate phosphate binders.
- Improve physical endurance
- Decrease in hospitalization rate,
- Decrease in incidents of depression
- Decrease in Epogen doses which has a **"Black Box"** warning. that will save around 40% of cost for state & Federal government.
- Improve blood pressure control & eliminate or decrease number of blood pressure pills
- Improve nutrition

As a result of all the above factors the Life expectancy is much increased.

SIGNITURE / PATIENT NAME

## LETTER OF SUPPORT

EXECUTIVE SECRETARY

ILLINOIS HEALTH FACILITIES & SERVICES REVIEW BOARD

525 W. JEFFERSON ST. 2<sup>ND</sup> FLOOR

SPRINGFIELD, ILLINOIS 62761

Dear Secretary.

I am a Dialysis patient, I am writing to the board to support the Con application for the upcoming new facility "**Nocturnal Dialysis Spa**" at Villa Park.

I would like to be transferred from Hemo dialysis to Nocturnal Dialysis as I have learned about this option to have many advantages like it improves bone health and mineralization along with decrease in hospitalization rate, decrease in incidents of depression, improve blood pressure control and improve nutrition as a result of all the above factors the Life expectancy is much increased.

*Ms. E.C. Jones*      *Ms. Elsie C. Jones*

---

**SIGNATURE   /   PATIENT NAME**

**FACILITY NAME :**



## LETTER OF SUPPORT

EXECUTIVE SECRETARY  
ILLINOIS HEALTH FACILITIES & SERVICES REVIEW BOARD  
525 W. JEFFERSON ST. 2<sup>ND</sup> FLOOR  
SPRINGFIELD, ILLINOIS 62761

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- Decrease or eliminate phosphate binders.
- Improve physical endurance
- Decrease in hospitalization rate,
- Decrease in incidents of depression
- Decrease in Epogen doses which has a "**Black Box**" warning. that will save around 40% of cost for state & Federal government.
- Improve blood pressure control & eliminate or decrease number of blood pressure pills
- Improve nutrition

As a result of all the above factors the Life expectancy is much increased.

Joseph Russo      JOSEPH RUSSO

**SIGNATURE      /      PATIENT NAME**

## LETTER OF SUPPORT

EXECUTIVE SECRETARY

ILLINOIS HEALTH FACILITIES & SERVICES REVIEW BOARD

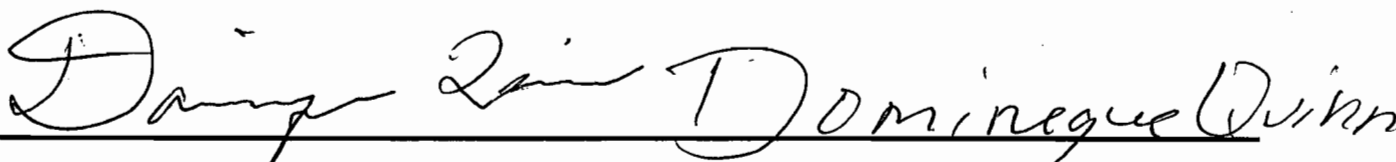
525 W. JEFFERSON ST. 2<sup>ND</sup> FLOOR

SPRINGFIELD, ILLINOIS 62761

Dear Secretary.

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I would like to be transferred from Hemo dialysis to Nocturnal Dialysis as I have learned about this option to have many advantages like it improves bone health and mineralization along with decrease in hospitalization rate, decrease in incidents of depression, improve blood pressure control and improve nutrition as a result of all the above factors the Life expectancy is much increased.



SIGNATURE

/

PATIENT NAME

FACILITY NAME :

**Criterion 1110.1430 - In-Center Hemodialysis**

Planning Area Need 1110.1430,(b)(1)

The Inventory of Health Care Facilities published May 17, 2013 shows a need for 40 additional Dialysis Stations in HAS VII. The applicant is proposing to have 12 stations which is less than the total number of stations needed in this planning area.

## **Criterion 1110.1430 - In-Center Hemodialysis**

### **Planning Area Need – Service to Planning Area Residents 1110.1430,(b)(2)**

The projected referrals to the proposed facility are for patients who are located in HAS VII which is the service area for this service. Only 60 of the proposed 241 referrals are from patients living outside of HSA VII in HAS VI. Since the applicant anticipates only being able to accommodate approximately 60 of the projected 241 possible referrals it is anticipated that nearly all of the patients will come from within HAS VII.

## **Criterion 1110.1430 - In-Center Hemodialysis**

### **Planning Area Need – Service Demand 1110.1430,(b)(3)**

Since the applicant is proposing to establish a new facility the historical utilization for this facility is not available. The applicant has provided referral letters from area Nephrologists attesting to the number of referrals which they would make to the proposed facility. These referral projections are shown on the letters appended to this attachment from Dr Humayun, Dr. Qureshi, Dr Wagner, Dr Mubeen, and Dr Rao. All of these physicians are Nephrologists.

The referral letters indicate that 241 patients would be referred to the applicant facility, however for purposes of this application only 60 of those referrals are counted towards the need for the project.

Assuming that 60 referrals are received, for this project, the occupancy rate at the proposed facility would be 83% which exceeds the target utilization rate established by the Board for this service.

## Maldistribution of Services 1110.1430,(c)(2)

This project will not result in a maldistribution of services since there is a need for 40 additional ESRD stations established by the Board as of June 27, 2013.

The proposed project will not result in a ratio of stations to population more than one and one half times the State Average. The State Average, calculated from the June 23, 2013 Inventory Update and the 2010 Census population statistics results in a ratio of 1 station for every 3,180 persons. The ratio within 30 minutes travel time of the proposed facility is one station for every 5,347 persons. The 30 minute service area for the proposed facility clearly does not exceed the State ratio much less one and one half times the ratio.

The calculations for these ratios are shown below:

### State Ratio

Total number of ESRD station	4,035
Total Population of the State of Illinois	12,830,632
Ratio of Stations to population	1 to 3,180

### Service Area Ratio

Total number of ESRD station	733
Total Population of the State of Illinois	3,941,194
Ratio of Stations to population	1 to 5,347

Zip Code	Total Population
60480	5,246
60465	17,495
60457	14,049
60455	16,446
60525	31,168
60526	13,576
60458	14,428
60501	11,626
60513	19,047
60534	10,649
60482	11,063
60415	14,139
60459	28,929
60638	55,026
60402	63,448
60154	16,773
60155	7,927
60104	19,038
60165	4,946
60160	25,432
60153	24,106
60141	224
60546	15,668
60130	14,167
60305	11,172
60707	42,920
60131	18,097
60176	11,795
60171	10,246
60634	74,298
60706	23,134
60656	27,613
60631	28,641
60304	17,231
60301	2,539
60302	32,108

Zip Code	Total Population
60804	84,573
60623	92,108
60644	48,648
60639	90,407
60651	64,267
60624	38,105
60641	71,663
60630	54,093
60646	27,177
60712	12,590
60068	37,475
60714	29,931
60025	39,105
60062	39,936
60053	23,260
60029	482
60608	82,739
60647	87,291
60612	33,472
60622	52,548
60607	23,897
60616	48,433
60642	18,480
60661	7,792
60654	14,875
60606	2,308
60602	1,204
60610	37,726
60618	92,084
60625	78,651
60605	24,668
60604	570
60603	493
60601	11,110
60611	28,718

Zip Code	Total Population
60519	88
60502	21,873
60174	30,752
60555	13,538
60563	35,922
60540	42,910
60565	40,524
60440	52,911
60532	27,066
60517	32,038
60515	27,503
60516	29,084
60559	24,852
60439	22,919
60561	23,115
60527	27,486
60514	9,708
60521	17,597
60558	12,960
60185	36,527
60190	10,663
60184	2,448
60103	41,928
60189	30,472
60188	42,656
60187	29,016
60139	34,381
60133	38,103
60108	22,735
60172	24,537
60120	50,955
60192	16,343

Zip Code	Total Population
60107	39,927
60010	44,095
60194	19,777
60169	33,847
60193	39,188
60195	4,769
60067	38,585
60137	37,805
60148	51,468
60157	2,380
60101	39,119
60191	14,310
60143	10,360
60007	33,820
60523	9,890
60181	28,836
60126	46,371
60162	8,111
60163	5,209
60164	22,048
60106	20,309
60173	12,217
60008	22,717
60005	29,308
60074	38,985
60056	55,219
60070	16,001
60018	30,099
60016	59,690
60004	50,582
60090	37,633
60464	9,620



Facility Name	Address	City	Number of Stations	Occupancy %	Distance in Miles	Travel Time in Minutes
John H. Stroger Cook Co. Hospital	1901 W. Harrison	Chicago	9	62.90%	16.32	24
Davita-Schaumburg Renal Care	1156 S. Roselle Rd.	Schaumburg	20	60.00%	15.96	27
FMC- Villa Park	Corner of York St and Roosevelt Rd	Elmhurst	24*	91.67%	4.95	10
FMC - Bolingbrook	329 Remington Rd.	Bolingbrook	24	84.03%	17.6	28
Circle Medical Management	1426 W. Washington Blvd.	Chicago	27	70.37%	17.06	28
FMC-Lombard Home Therapies	1960 Springer Dr.	Lombard	12	61.11%	3.5	9
FMC- Downers Grove	3825 Highland Avenue	Downers Grove	15	82.46%	4.4	10
FMC- Westchester	2400 Wolfe Road	Westchester	20	74.17%	5.23	9
FMC-Central DuPage	490 E. Roosevelt Rd	West Chicago	16	70.83%	11.43	28
FMC - Des Plaines	1625 Oakton Pl.	Des Plaines	12	0%	15.89	29
Garfield Kidney Center	3250 W. Franklin	Chicago	16	102.08%	16.3	28
Rush University Dialysis	1643 W. Congress Pkwy	Chicago	5	33.33%	16.57	24
FMC - Glendale Heights	520 North Avenue	Glendale Heights	17	78.57%	7.97	18
FMC - Melrose Park	1111 Superior St. Ste 204	Melrose Park	18	58.33%	9.2	18
Loyola Dialysis	1201 W. Roosevelt	Maywood	30	75.00%	7.7	14
FMC- North Avenue	719 W. North Avenue	Melrose Park	24	84.72%	10.94	21
FMC - River Forest	103 Forest Avenue	River Forest	20	61.67%	9.52	18
Mt. Sinai Medical Center	2798 West 15th Place	Chicago	16	93.75%	16.42	28
FMC - Chicago Dialysis	820 West Jackson	Chicago	21	58.73%	17.78	28
Little Village Dialysis	2335 W. Cermak	Chicago	16	97.92%	17.25	29
FMC - West Metro Dialysis	1044 N Mozart St.	Chicago	30	91.15%	16.98	30
FMC - Willowbrook	6300 Kingery Road	Willowbrook	16	73.33%	7.12	10
FMC-Elk Grove	901 Blesterfield Road	Elk Grove Village	28	87.50%	13.47	22
Oak Park Kidney Center dba Maple Avenue Kidney Center	610 S. Maple Ave. Ste. 4100	Oak Park	18	66.67%	9.85	16
Dialysis Center of America - Berwyn	2601 Harlem Avenue	Berwyn	26	103.85%	11.75	22
Neomedica Loop East Delaware	557 W. Polk St	Chicago	24	60.42%	18.33	28
FMC Northwest	4701 N. Cumberland	Norridge	16	78.13%	17.43	30
FMC Oak Park Dialysis	733 Madison St	Oak Park	12	56.94%	10.73	20
FMC Dialysis Services of Congress Parkway	3410 West Van Buren	Chicago	30	71.67%	14.5	23
DSI Loop Renal Center	55 E. Washington	Chicago	28	57.74%	18.51	29
West Suburban Dialysis	1 Erie Ct.	Oak Park	46	87.32%	12.49	22
Austin Community Dialysis	4800 W. Chicago Avenue	Chicago	16	66.67%	14.23	25
Central DuPage Dialysis Center	450 E. Roosevelt Rd	West Chicago	16	70.83%	11.47	28
FMC - Naperville North	516 W. 5th Avenue	Naperville	14	90.48%	12.86	26
University of Illinois Dialysis	1859 W. Taylor St.	Chicago	26	83.97%	16.72	26
USRC Villa Park	200 E. North Avenue	Villa Park	13	0.00%	4.44	7
FMC Cicero	3000 Cicero Ave.	Cicero	16	0.00%	14.88	26
USRC Renal Care Oak Brook Dialysis	1201 Butterfield Rd ste b	Downers Grove	13	0.00%	4	8



Trip to:

**1901 W Harrison St**

Chicago, IL 60612-3714

16.32 miles / 21 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : Cook County Hospital Dialysis



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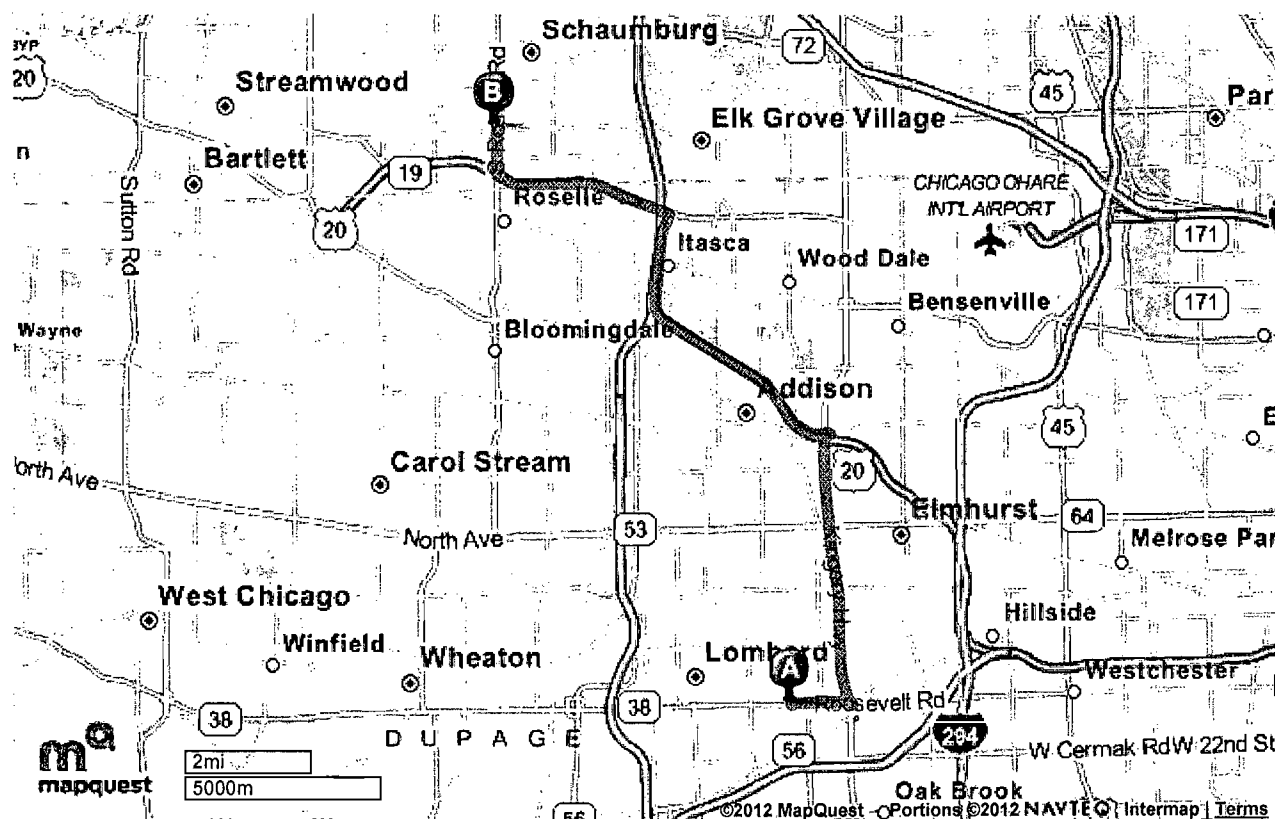
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**1156 S Roselle Rd**  
Schaumburg, IL 60193-4072  
15.96 miles / 23 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

DaVita - Schaumburg Renal Center



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Trip to:

**155 E Brush Hill Rd**

Elmhurst, IL 60126-5658

3.11 miles / 5 minutes

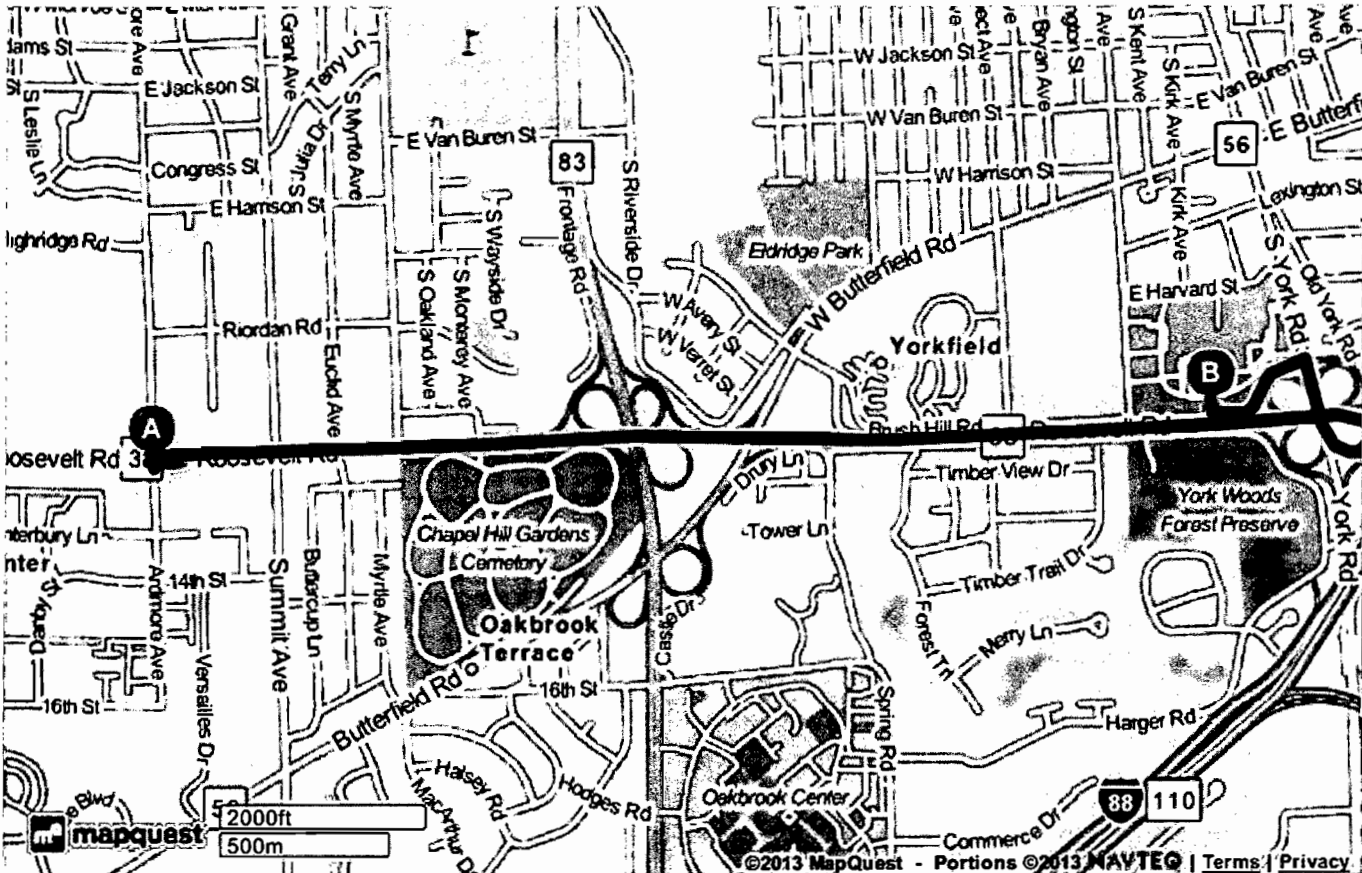
#### Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE AVE.  
VILLA PARK, IL 60181-3742

TO FMC-ELMHURST MEMORIAL

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Trip to:

**329 Remington Blvd**

Bolingbrook, IL 60440-5827

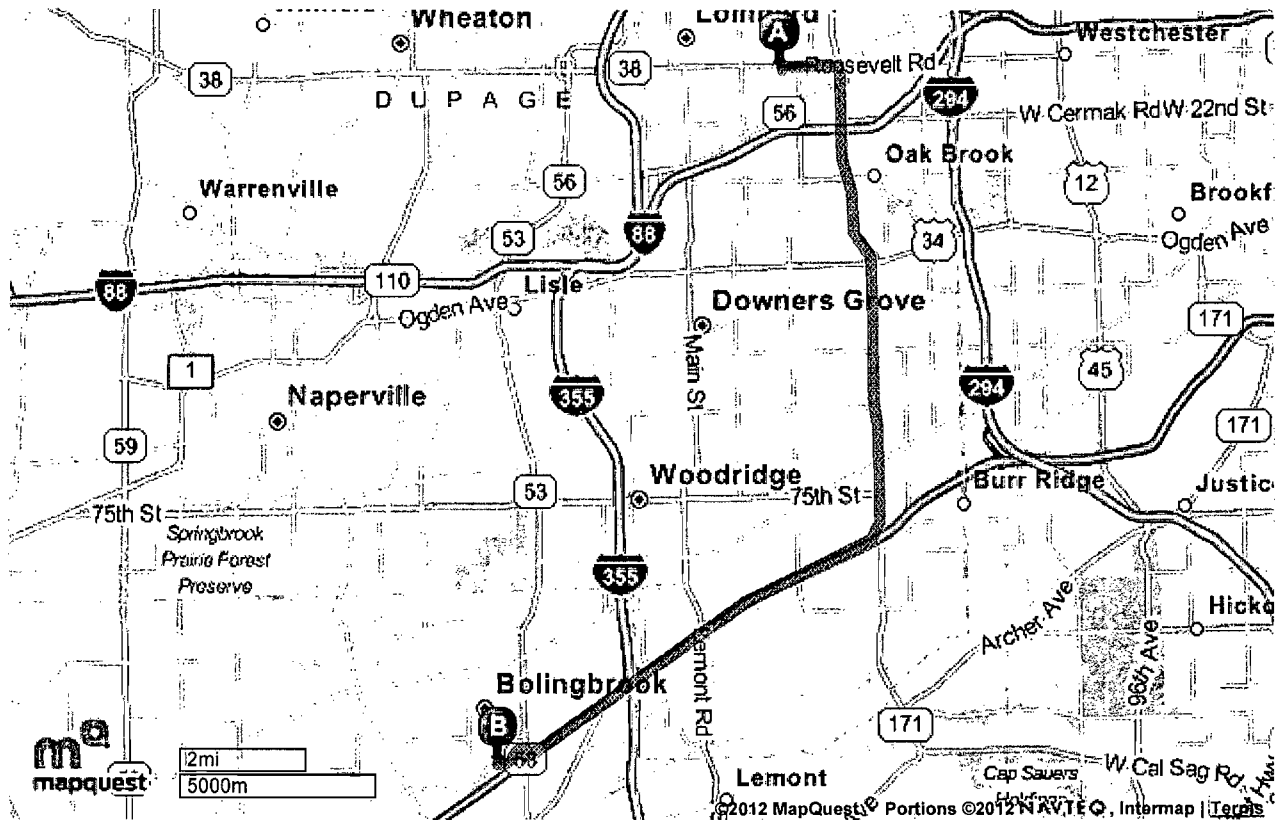
17.58 miles / 24 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

FMC-Bowling Brook



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Trip to:

**1426 W Washington Blvd**

Chicago, IL 60607-1821

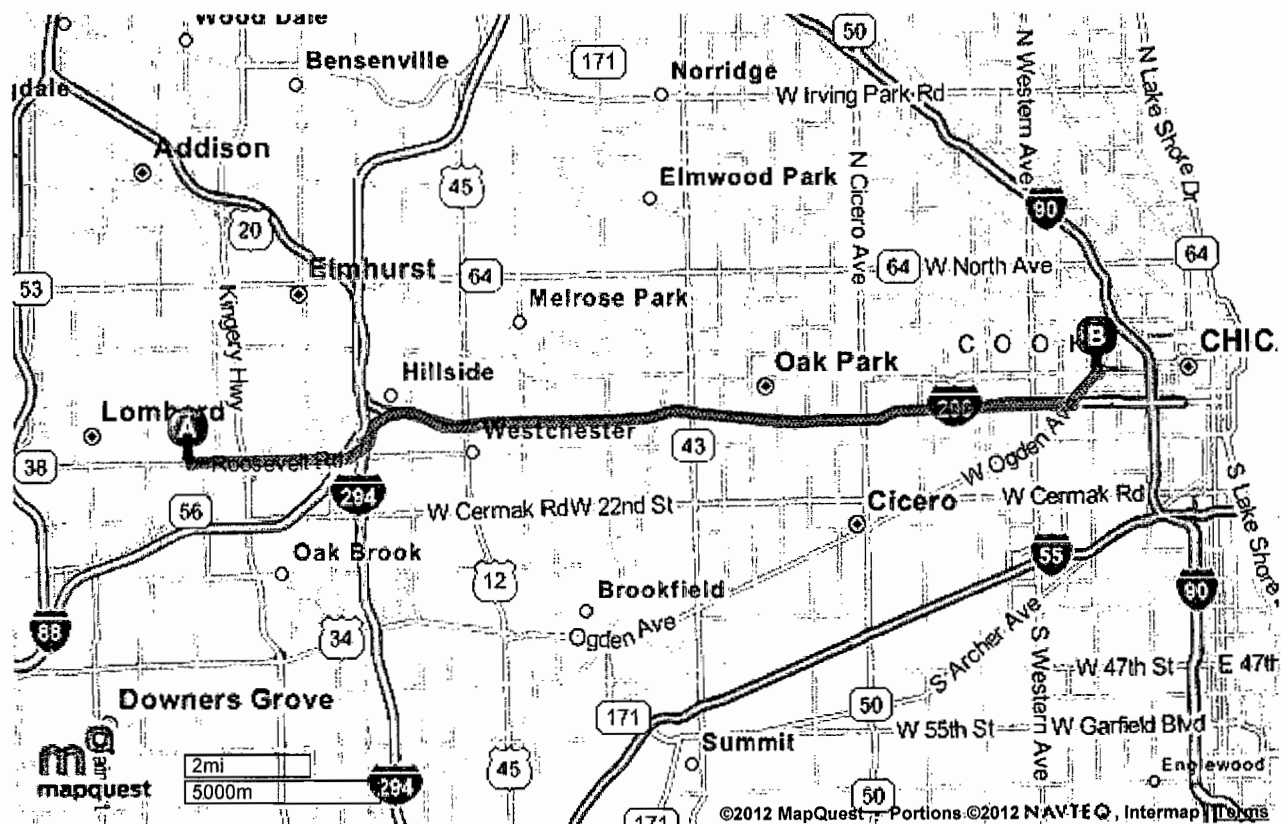
17.06 miles / 24 minutes

## Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

To : Circle Medical Management



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Trip to:

**1960 Springer Dr**

Lombard, IL 60148-6419

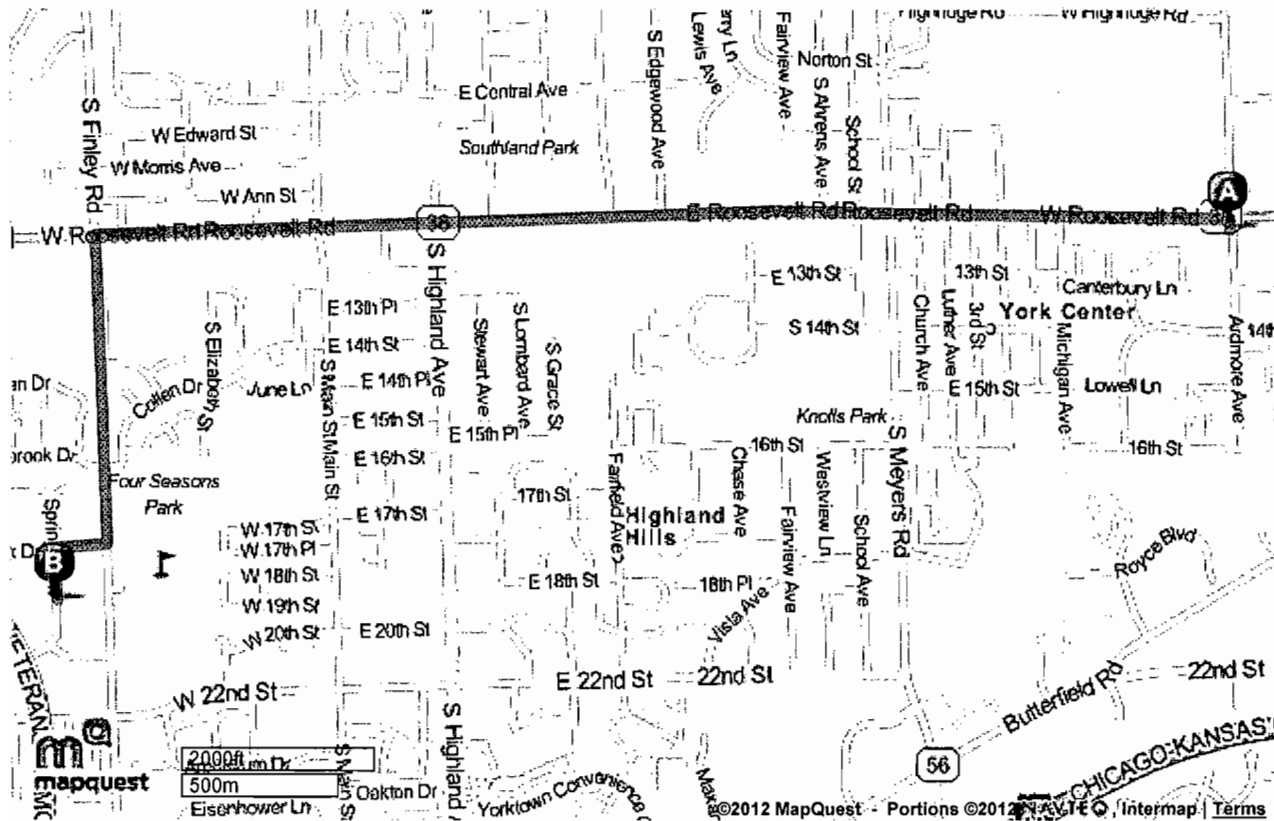
3.47 miles / 8 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : FMC - Lombard Home Therapies



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**mapquest** 

Trip to:

**3825 Highland Ave**

Downers Grove, IL 60515-1552

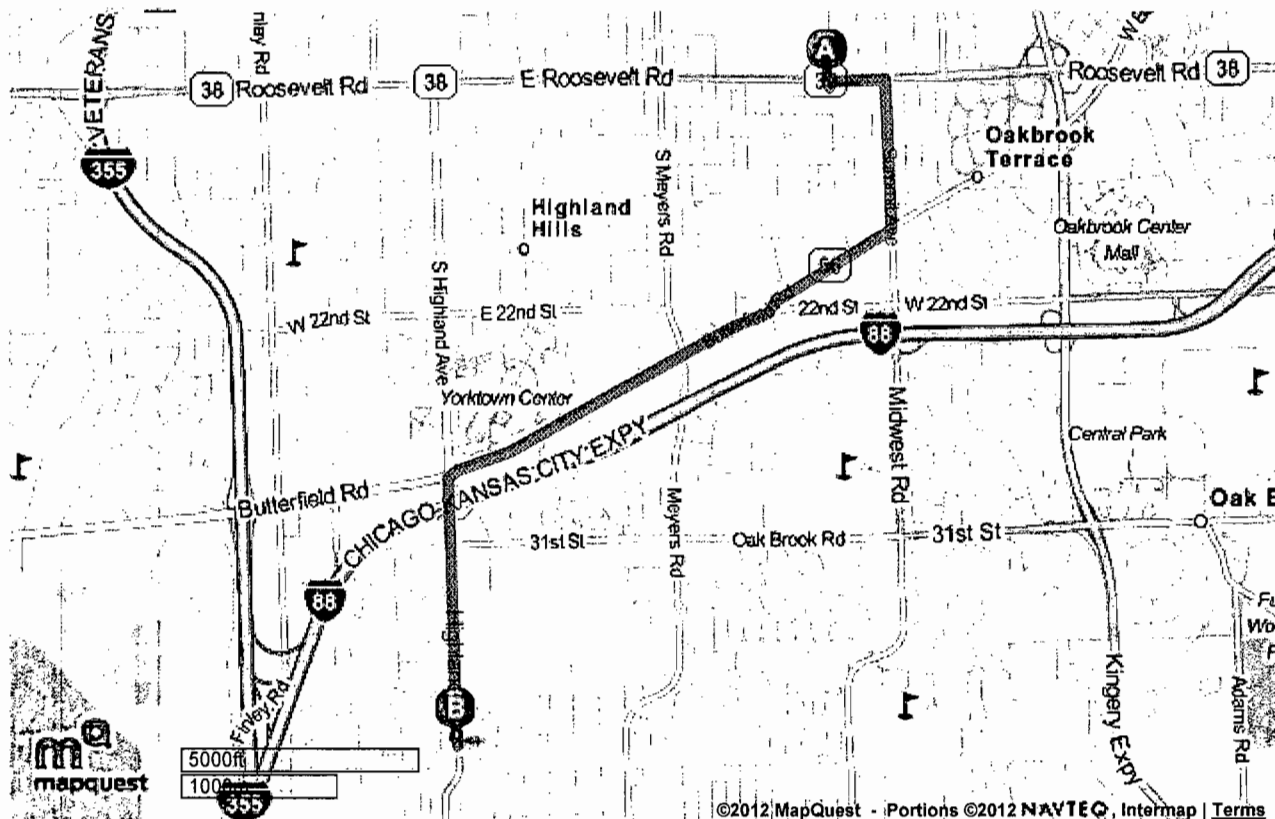
4.39 miles / 9 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : FMC - Downers Grove



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Trip to:  
**2400 Wolf Rd**  
Westchester, IL 60154-5625  
5.23 miles / 8 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

To : FMC - Westchester



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Trip to:

**1156 S Roselle Rd**

Schaumburg, IL 60193-4072

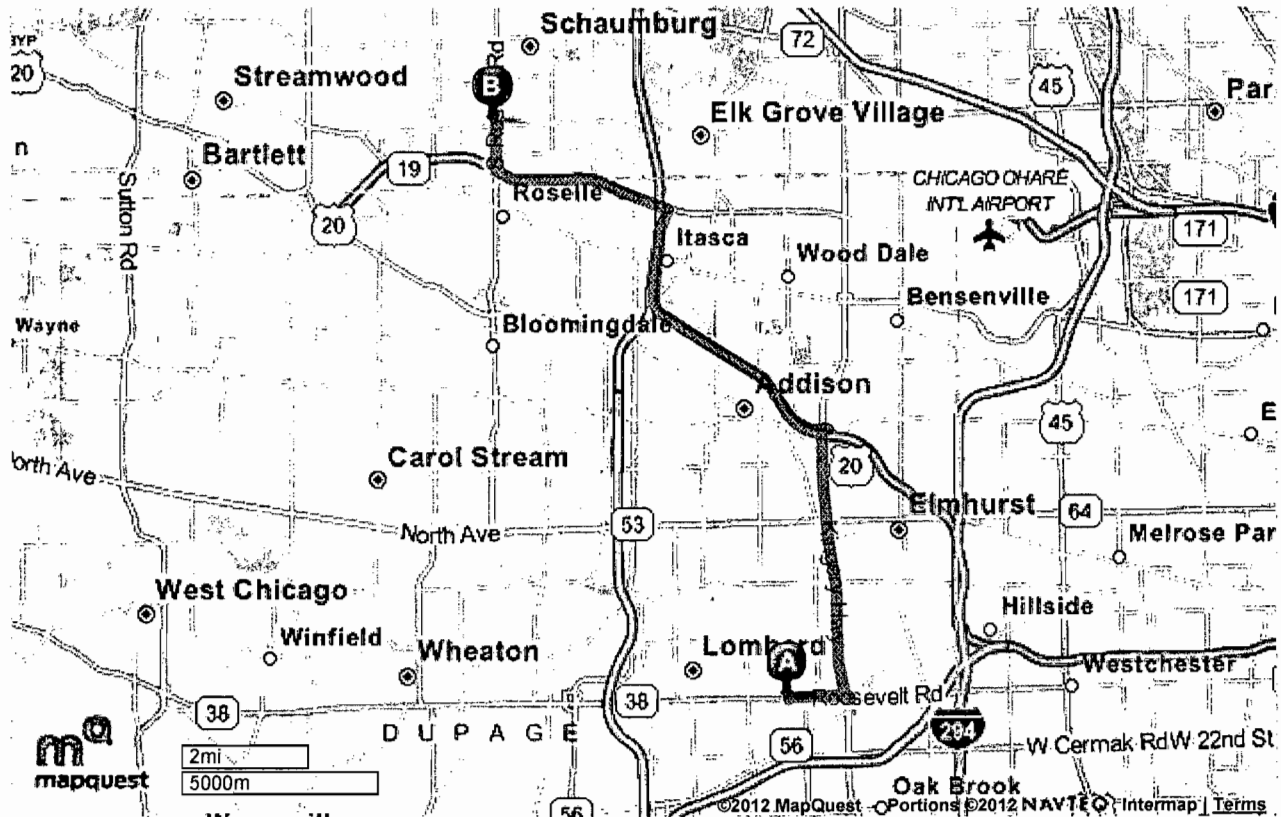
15.96 miles / 23 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

To : DSI-Schaumburg



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Trip to:

**1625 Oakton Pl**

Des Plaines, IL 60018-2002

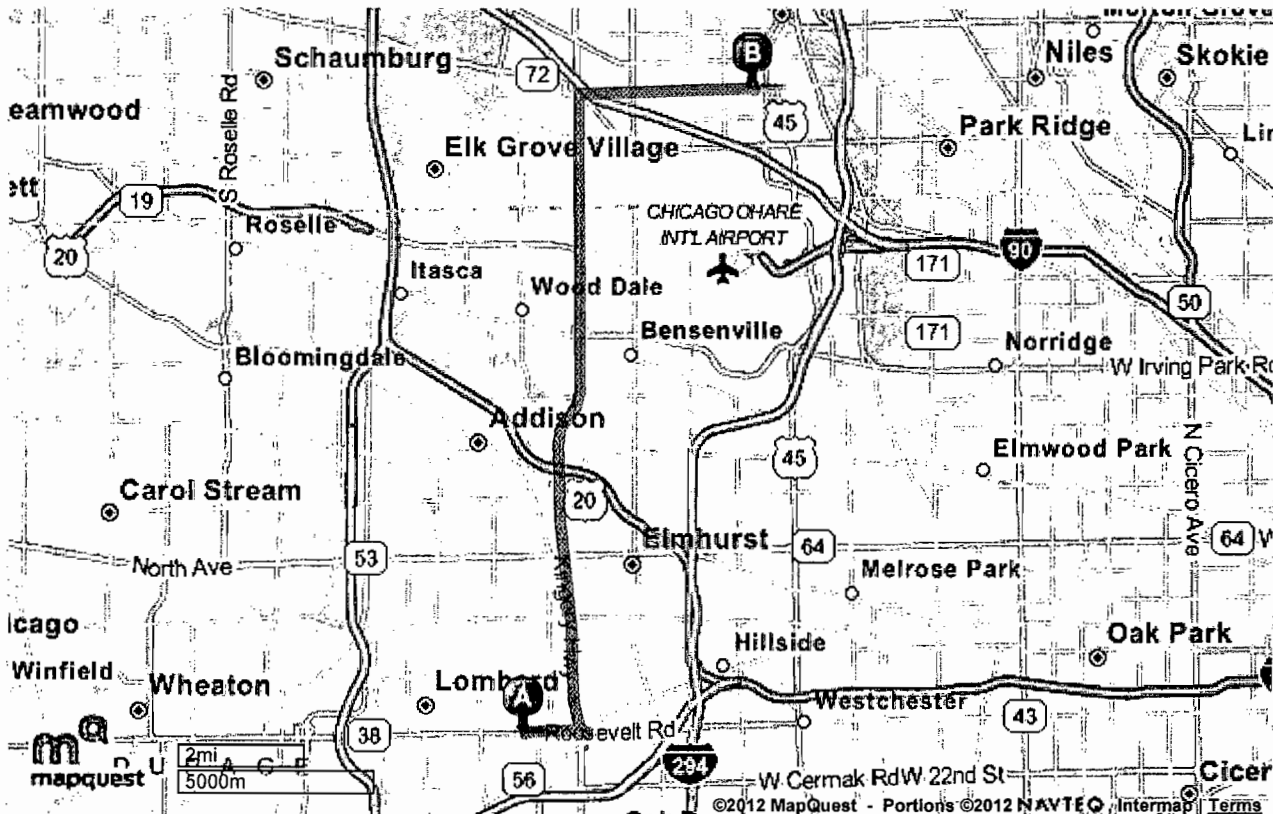
15.89 miles / 25 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : FMC-Des plaines



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Trip to:

**3250 W Franklin Blvd**

Chicago, IL 60624-1509

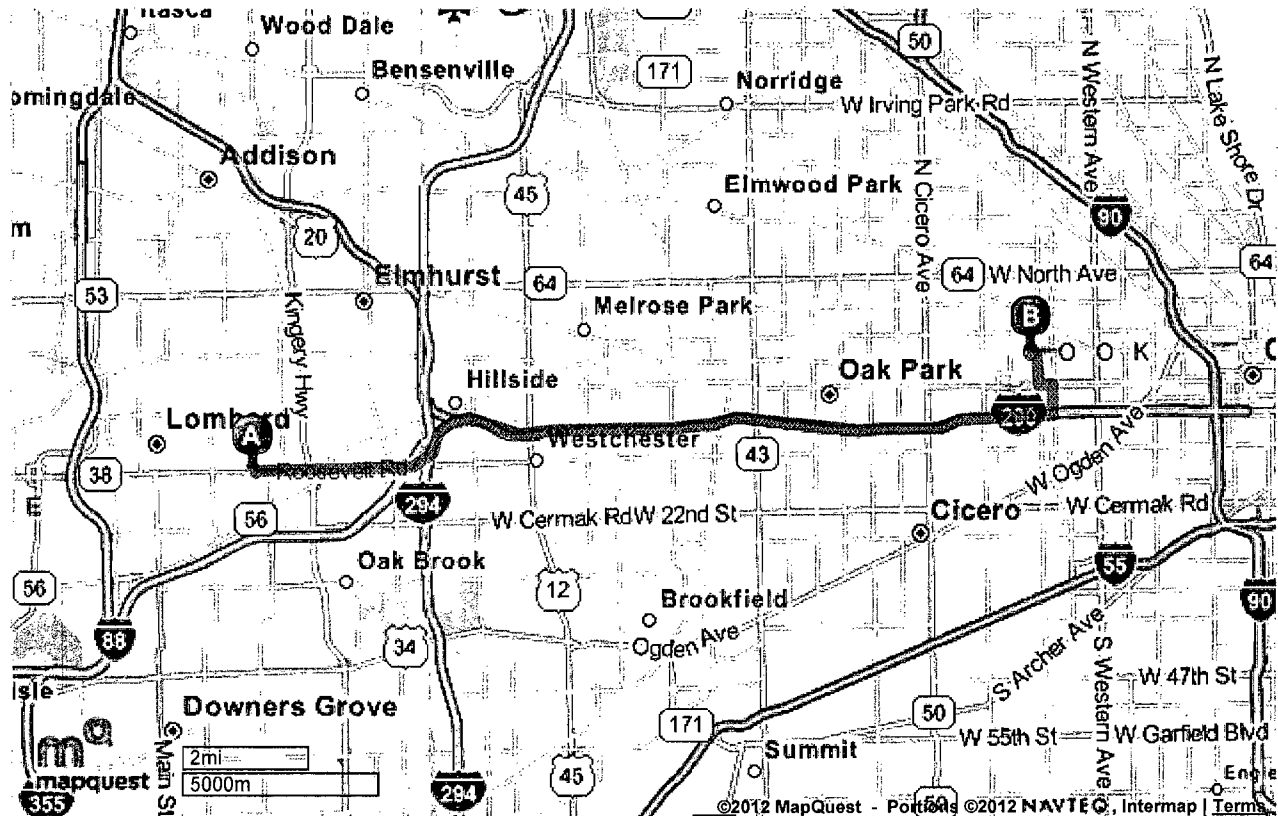
16.30 miles / 24 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : Garfield Kidney Center



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**mapquest**

Trip to:

**1643 W Congress Pkwy**

Chicago, IL 60612

16.57 miles / 21 minutes

#### Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA  
1634 S ARDMORE AVE.  
VILLA PARK, IL 60181-3742

TO : RUSH UNIVERSITY DIALYSIS

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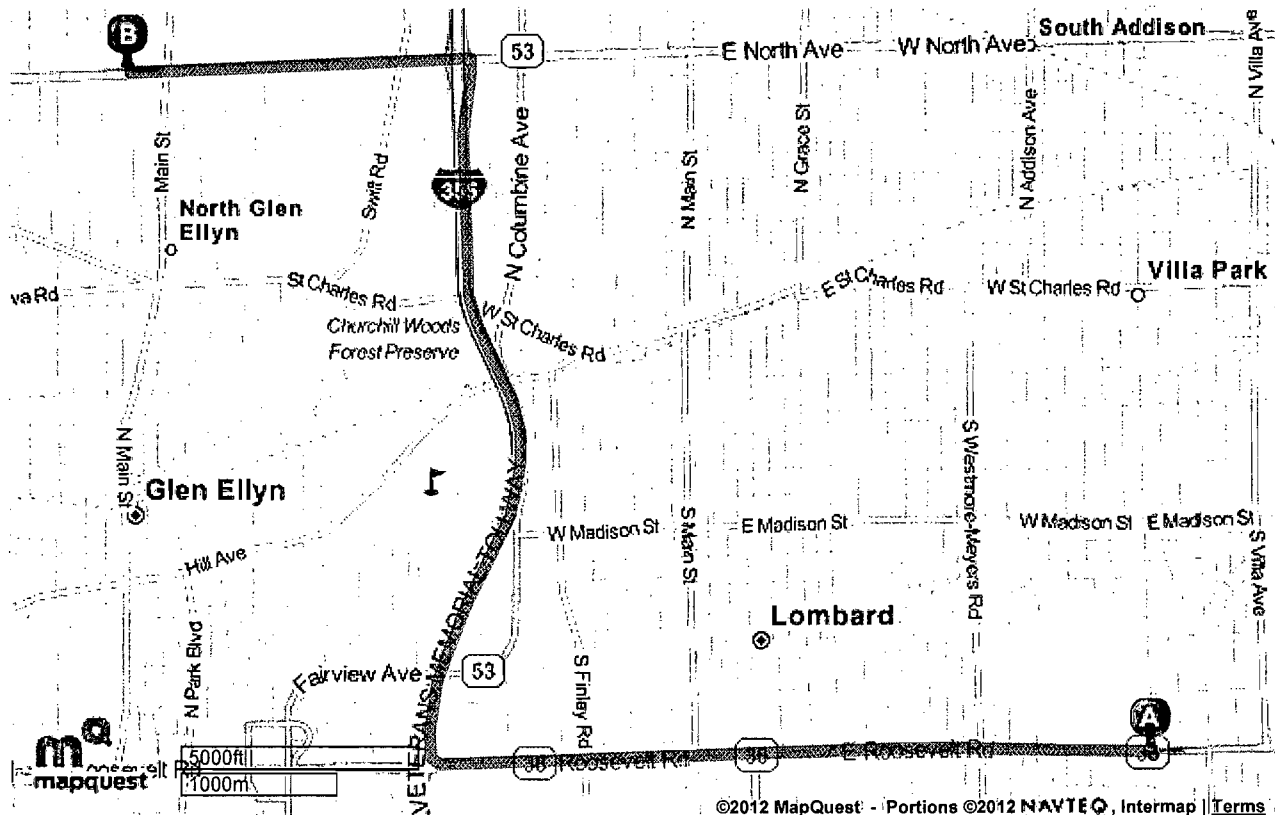
Trip to:  
**520 North Ave**  
Glendale Heights, IL 60139-3119  
7.97 miles / 16 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : FMC - Glendale Heights



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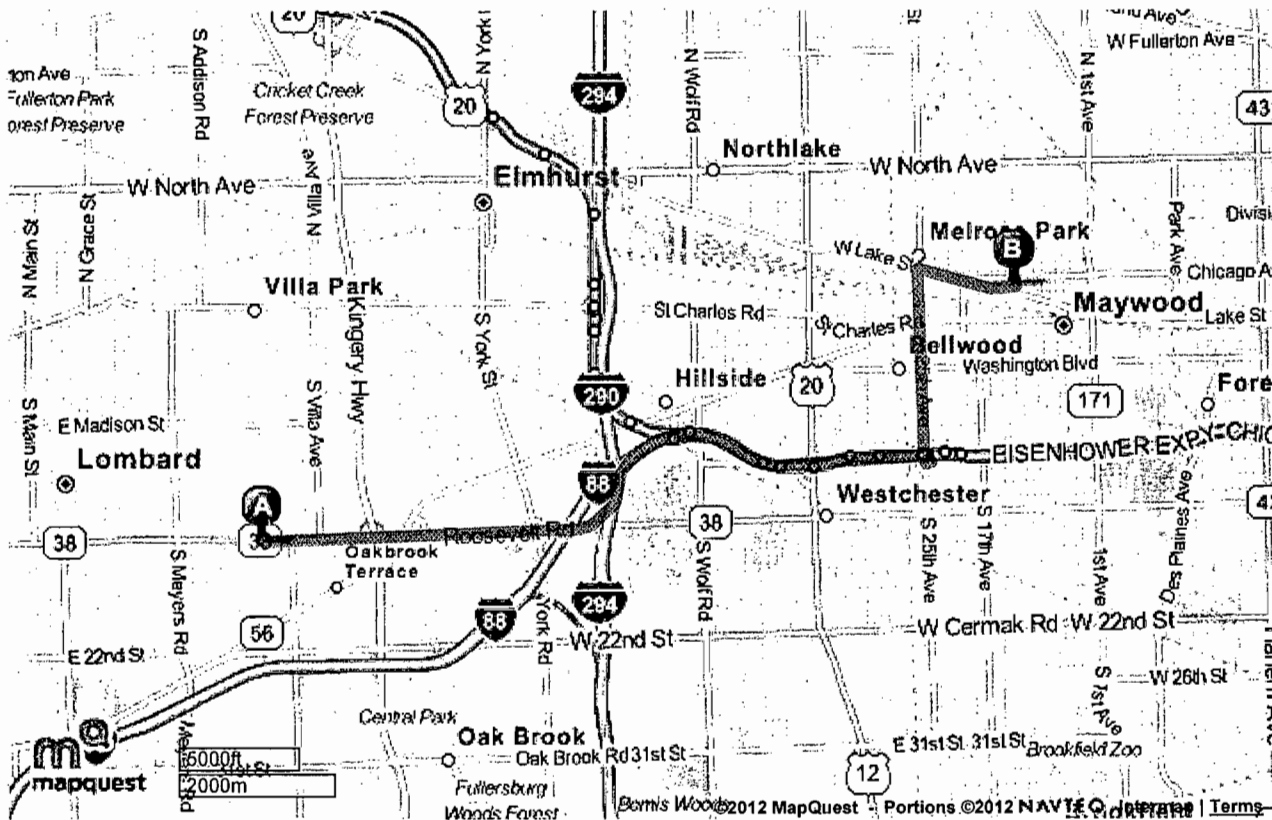
Trip to:  
**1111 Superior St Ste 204**  
Melrose Park, IL 60160-4156  
9.20 miles / 16 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : FMC - Melrose Park



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Trip to:

**1201 W Roosevelt Rd**

Maywood, IL 60153-4046

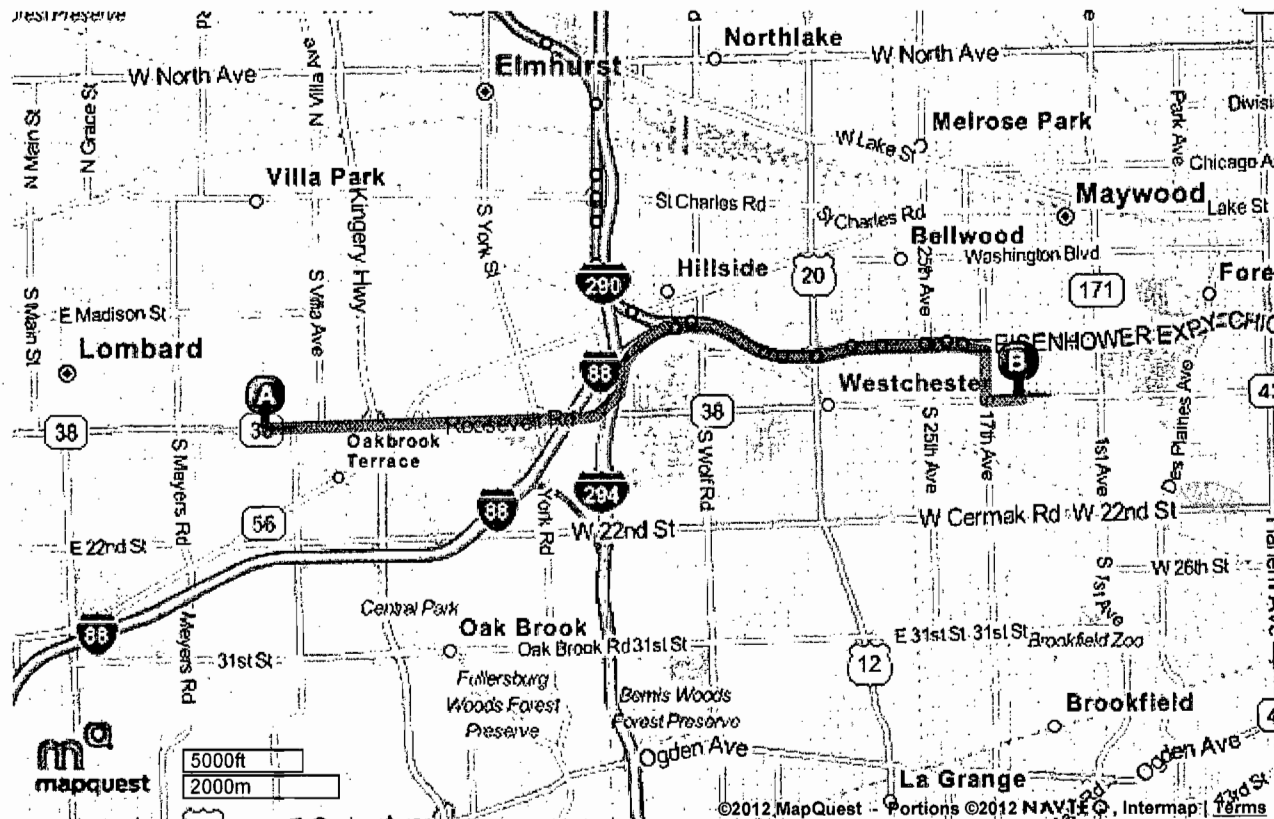
7.70 miles / 12 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : Loyola Dialysis



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mapquest<sup>m</sup>

Trip to:

**719 W North Ave**

Melrose Park, IL 60160-1612

10.94 miles / 18 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : FMC - North Ave



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Trip to:  
**103 Forest Ave**  
River Forest, IL 60305-2003  
9.52 miles / 16 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : FMC-River Forest



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mapquest m<sup>q</sup>

Trip to:

**2798 W 15th PI**

Chicago, IL 60608-1704

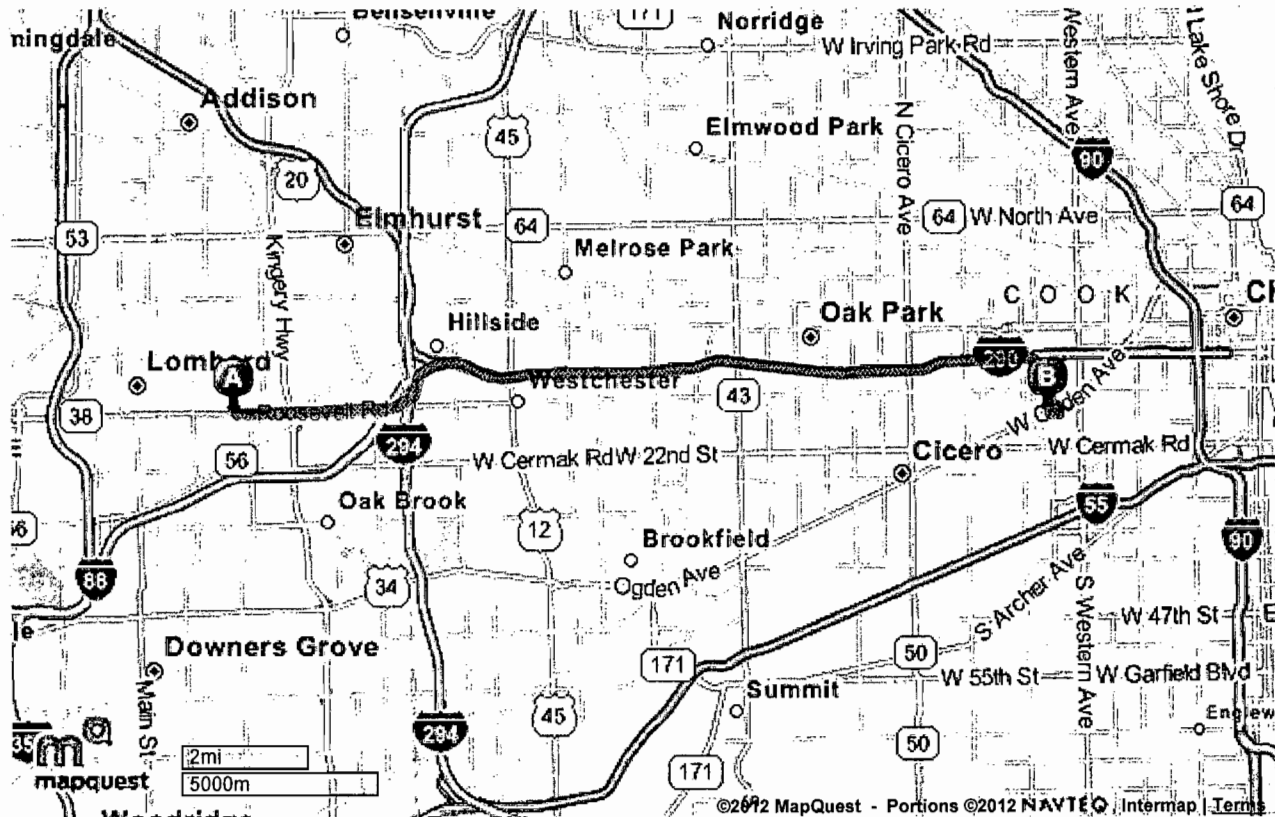
16.42 miles / 24 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : Mt.Sinai Hospital Medical Center



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Trip to:

**820 W Jackson Blvd**

Chicago, IL 60607-3026

17.78 miles / 24 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : FMC-Chicago Dialysis Center



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155



Trip to:

**2335 W Cermak Rd**

Chicago, IL 60608-3811

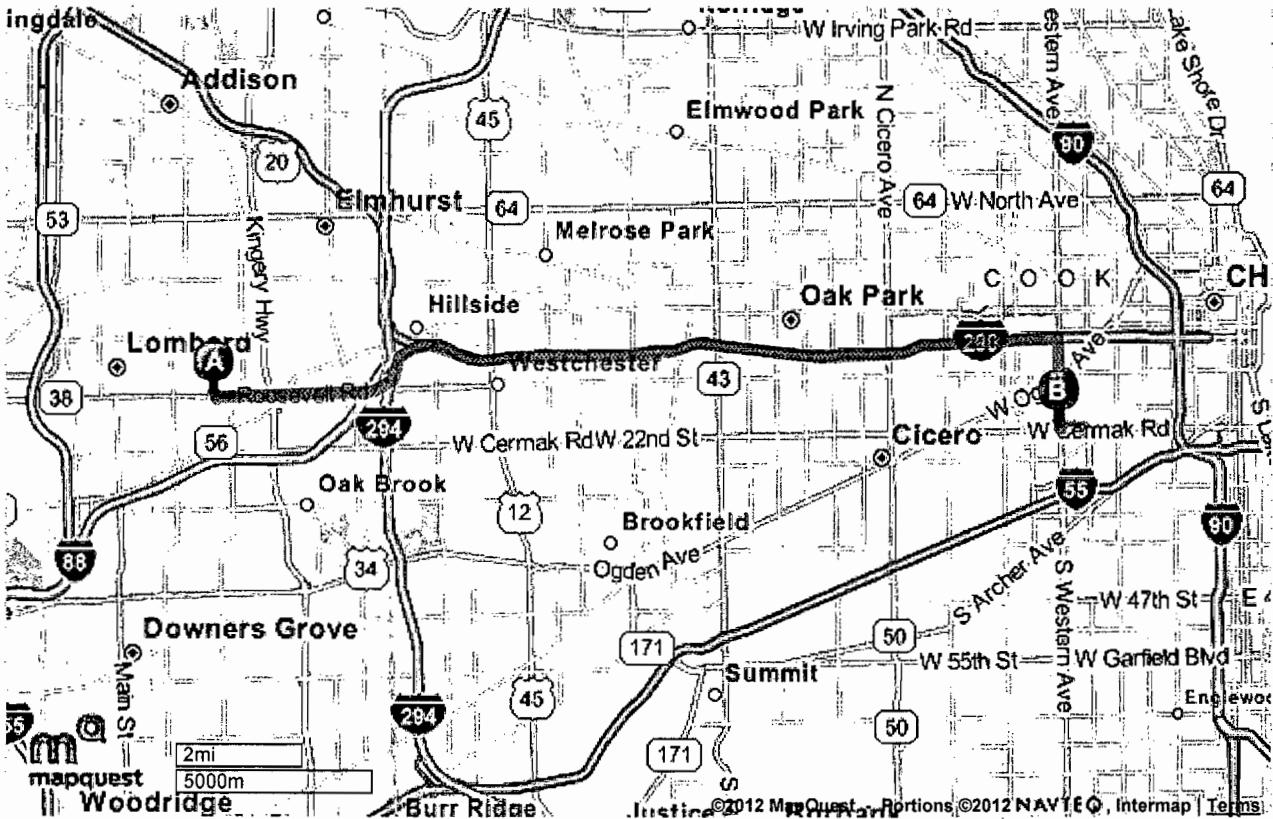
17.25 miles / 25 minutes

## Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : Davita- Little Village Dialysis



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156



Trip to:

**1044 N Mozart St**

Chicago, IL 60622-2789

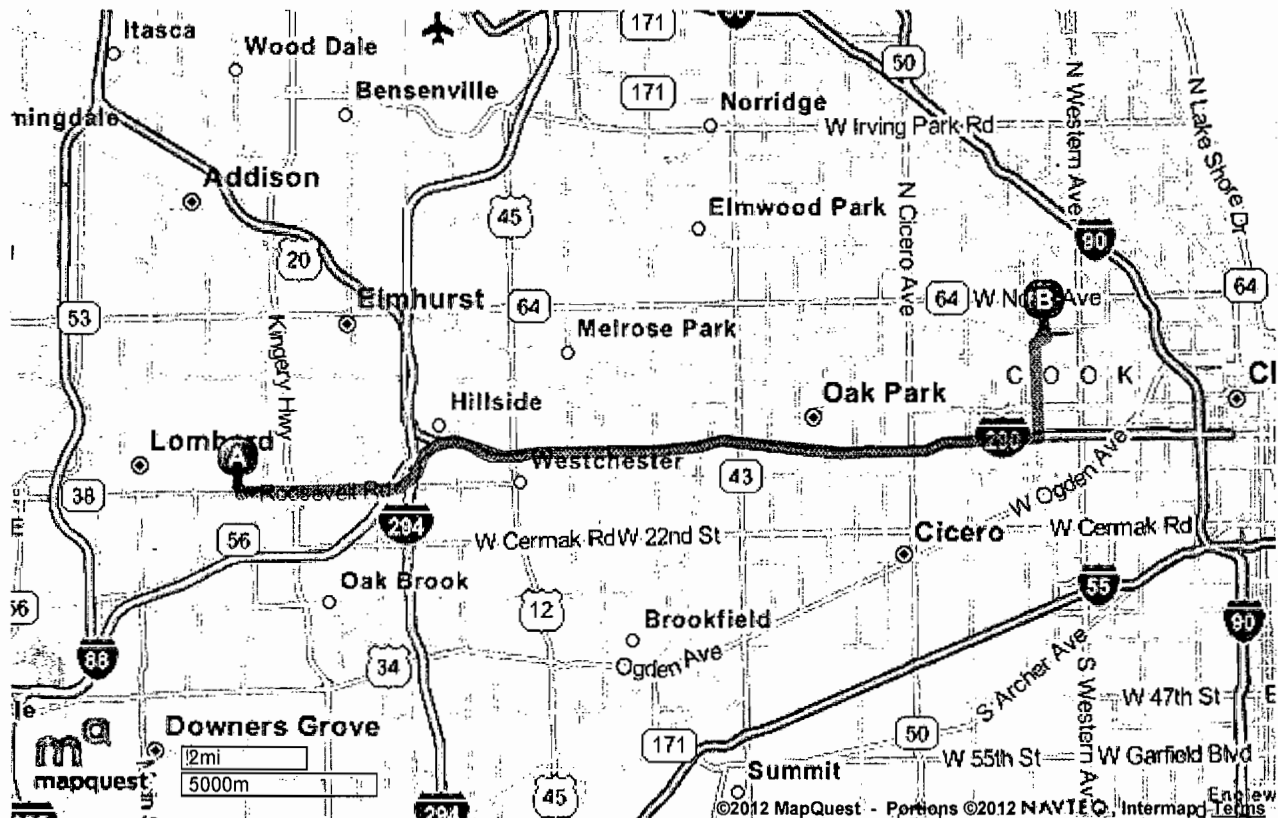
16.98 miles / 26 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : FMC-West Metro



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157



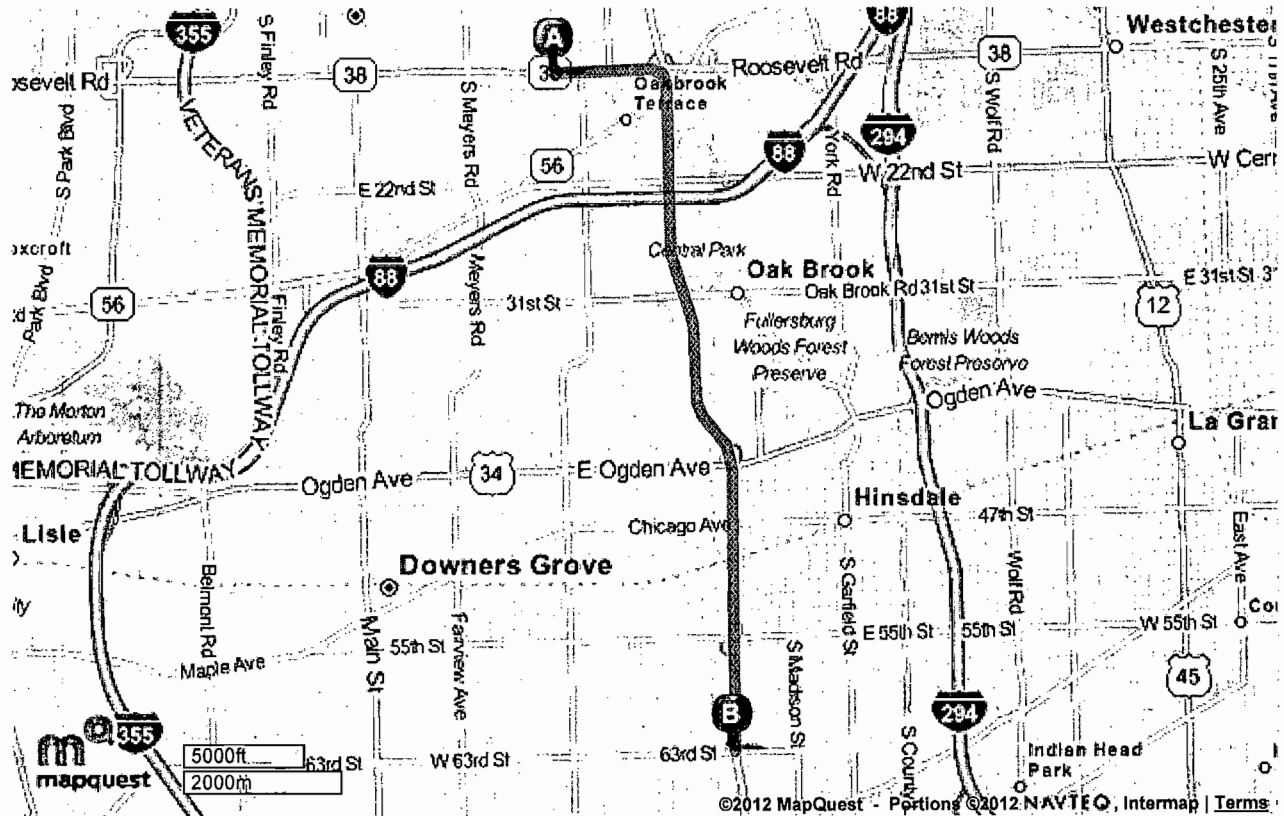
Trip to:  
**6300 Kingery Hwy**  
Willowbrook, IL 60527-2248  
7.12 miles / 9 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : FMC - Willowbrook



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150





Trip to:

**901 Biesterfield Rd**

Elk Grove Village, IL 60007-3392

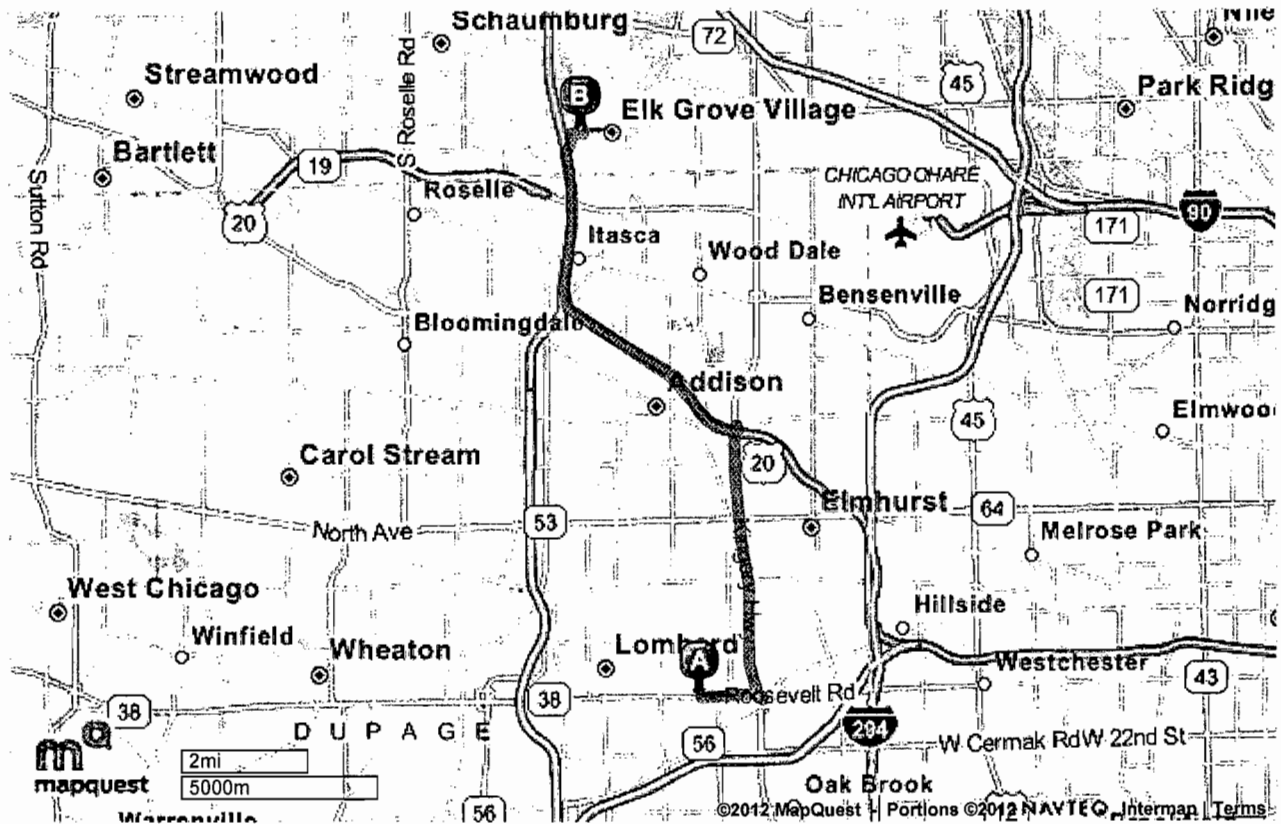
13.47 miles / 19 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : FMC - Elk Grove



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159

mapquest m<sup>a</sup>

Trip to:

**610 S Maple Ave Ste 4100**

Oak Park, IL 60304-2816

9.85 miles / 14 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : Maple Ave. Kidney Center



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160



Trip to:

**2601 Harlem Ave**

Berwyn, IL 60402-2100

11.75 miles / 19 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : FMC - Berwyn



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Trip to:  
**557 W Polk St**  
Chicago, IL 60607-4388  
18.33 miles / 24 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : FMC- East Delaware



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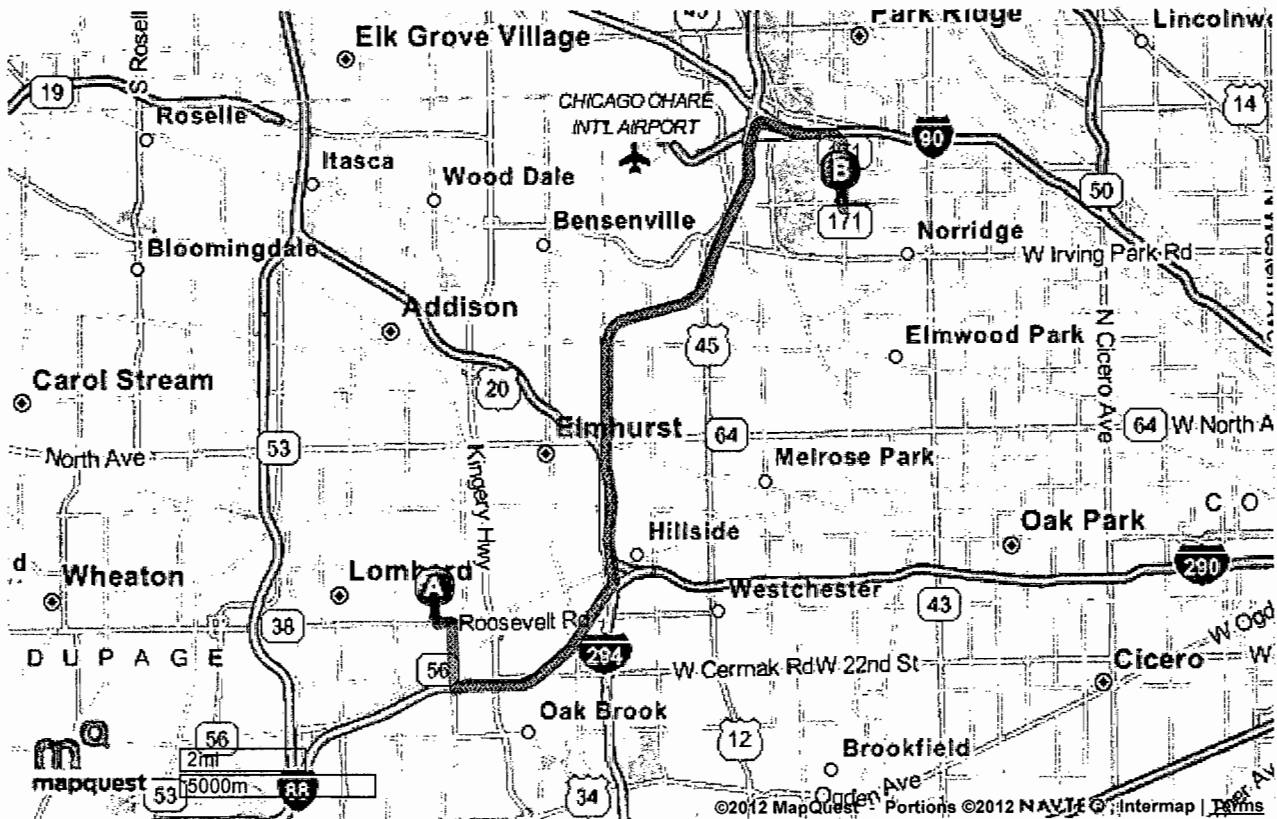
Trip to:  
**4701 N Cumberland Ave**  
Norridge, IL 60706-2905  
17.43 miles / 26 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : FMC - Cumberland



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Trip to:

**733 Madison St**

Oak Park, IL 60302-4419

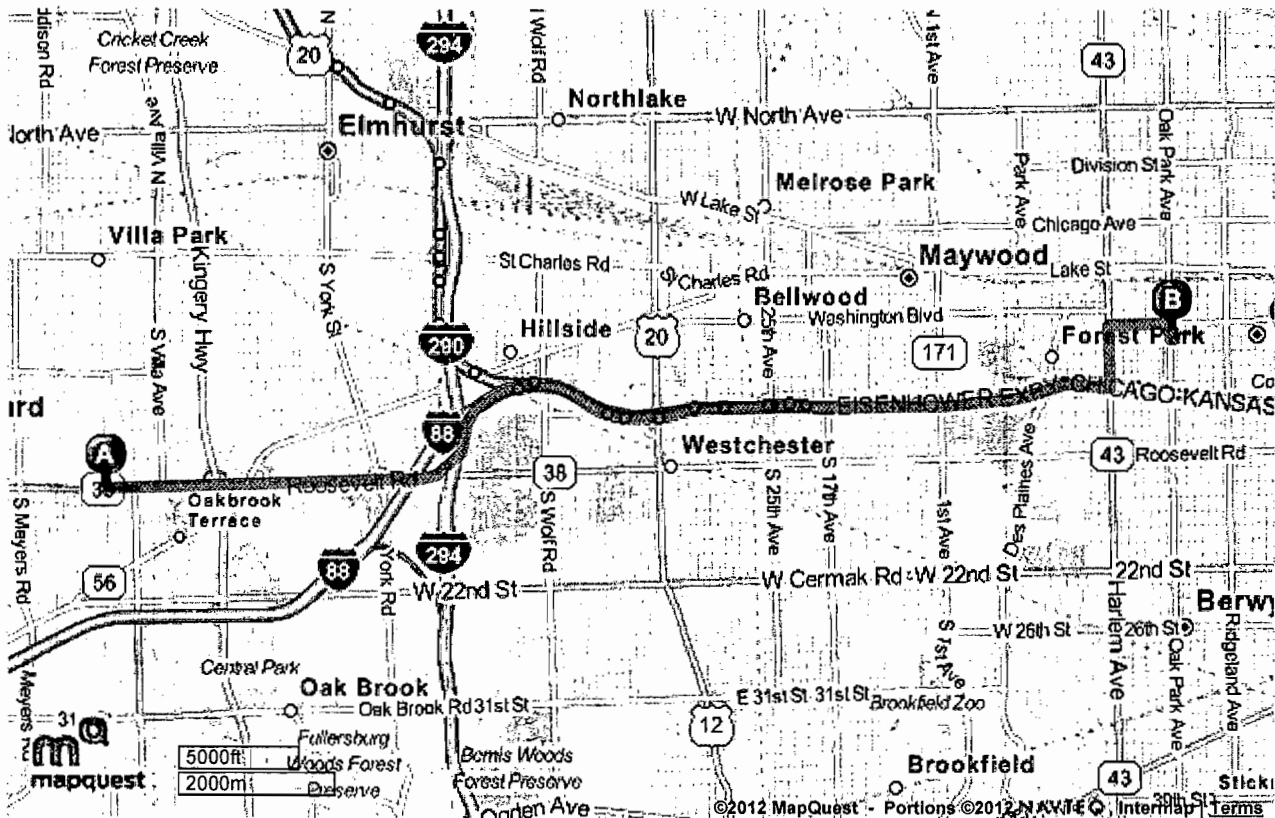
10.73 miles / 17 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : FMC - Oak Park



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164

mapquest m<sup>q</sup>

Trip to:

**3410 W Van Buren St**

Chicago, IL 60624-3358

14.50 miles / 20 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : FMC Dialysis Services of  
Congress Parkway



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165

mapquest<sup>ma</sup>

Trip to:

**1101 S Canal St**

Chicago, IL 60607-4901

18.51 miles / 25 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : DSI Loop Renal Center



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166





Trip to:  
**1 Erie Ct**  
Oak Park, IL 60302-2566  
12.49 miles / 19 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : FMC - West Suburban Dialysis



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167





Trip to:  
**450 E Roosevelt Rd**  
West Chicago, IL 60185-3905  
11.47 miles / 24 minutes

Notes

TRIP FROM PROPOSED FACILITY

NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : FMC - Dupage West Dialysis



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Trip to:

**516 W 5th Ave**

Naperville, IL 60563-2901

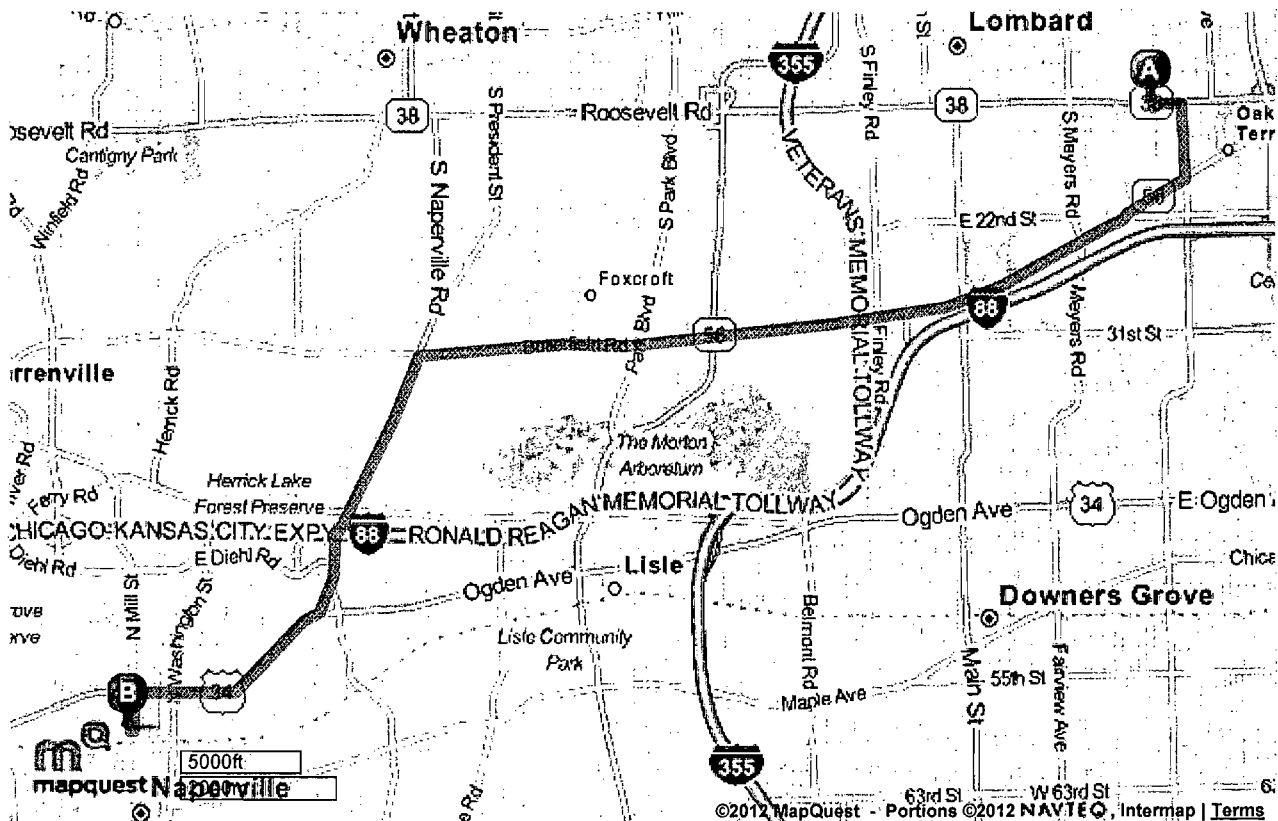
12.88 miles / 23 minutes

Notes

TRIP FROM PROPOSED FACILITY

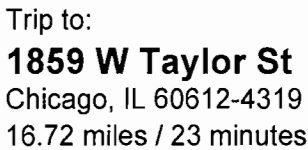
NOCTURNAL DIALYSIS SPA LLC.  
1634 S ARDMORE, VILLA PARK,  
ILLINOIS, 60181-3742

TO : FMC Naperville North



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TRIP FROM PROPOSED FACILITY

TO : University Of Illinois Hospital Dialysis



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Trip to:

**1634 S Ardmore Ave**

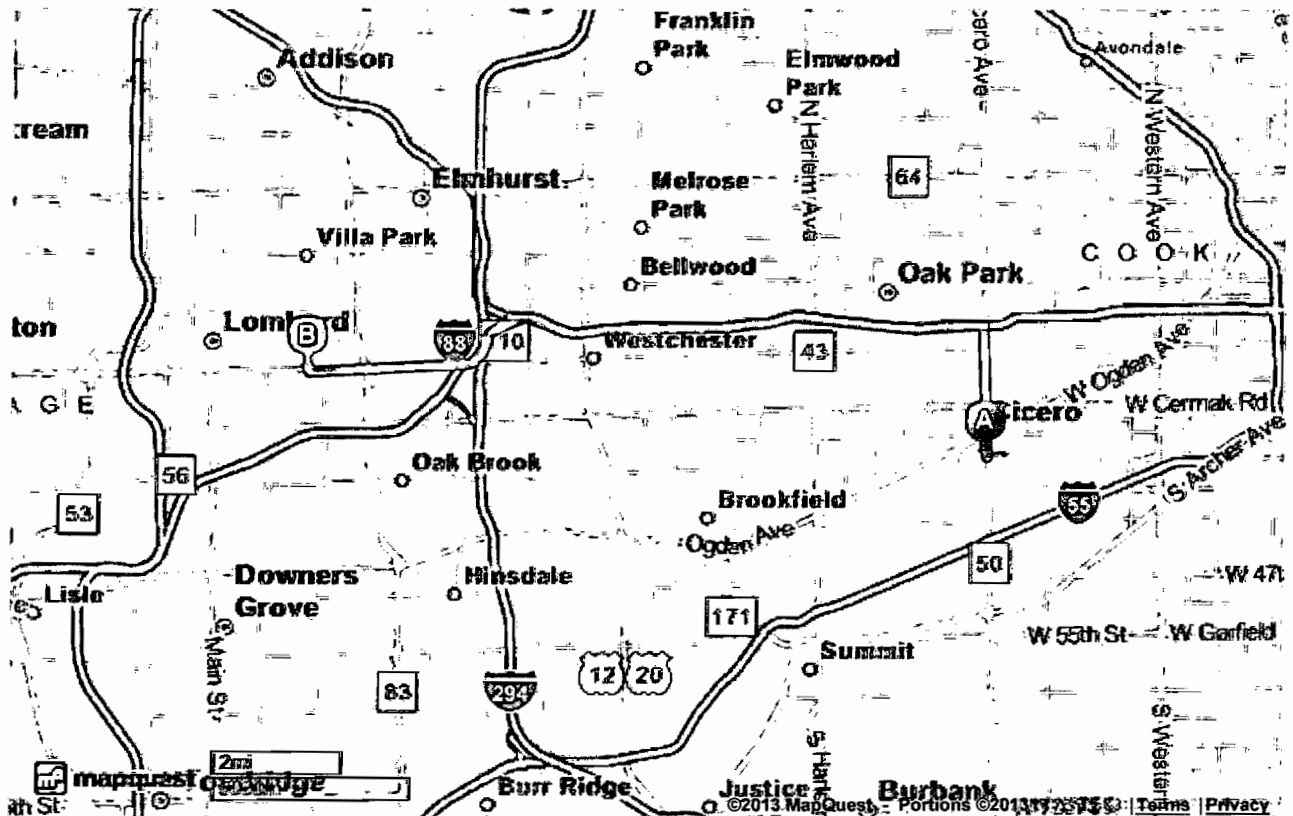
Villa Park, IL 60181-3742

14.88 miles / 23 minutes

Notes

FMC Cicero

**BOOK TRAVEL** with mapquest (877) 577-5766



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172



Trip to:

**1634 S Ardmore Ave**

Villa Park, IL 60181-3742

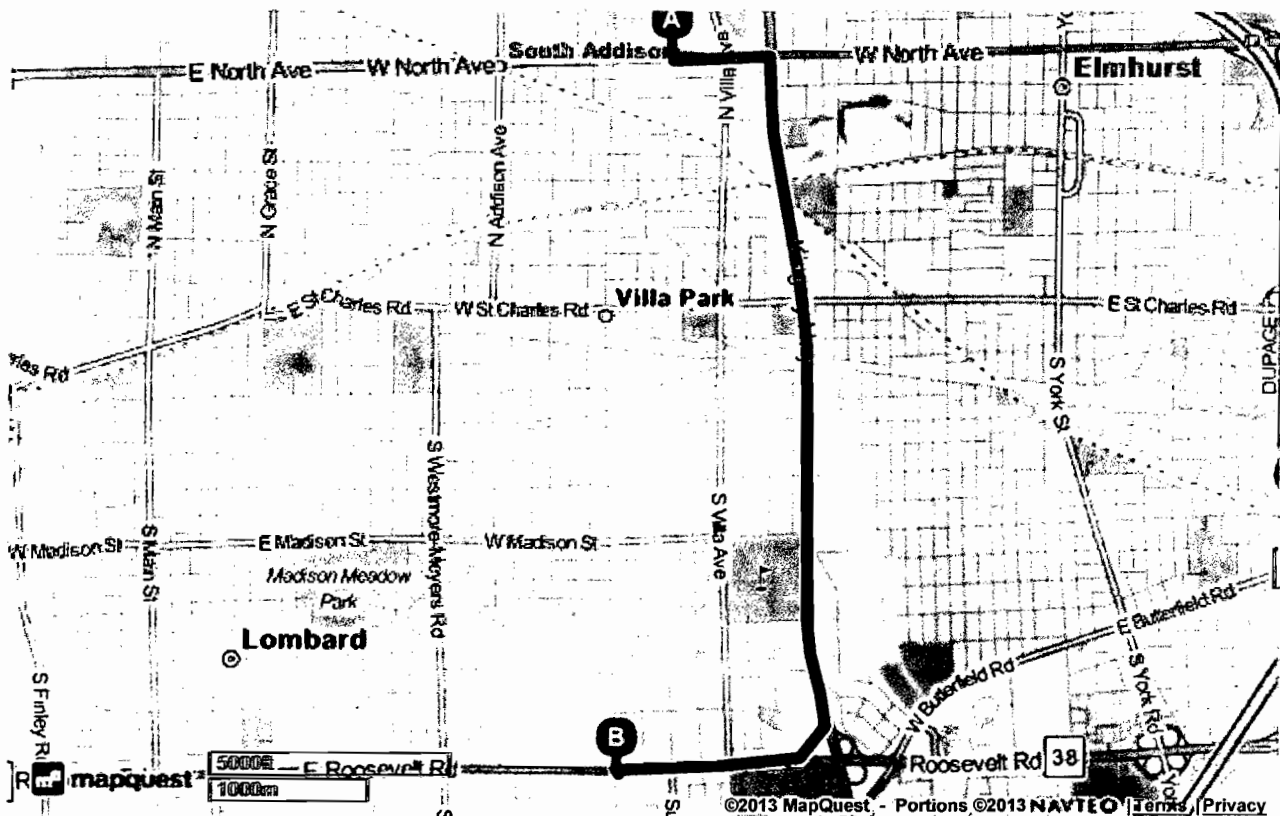
4.44 miles / 7 minutes

Notes

USRC Villa Park



**BOOK TRAVEL** with **mapquest** (877) 577-5766



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173



Trip to:

**1201 Butterfield Rd**

Downers Grove, IL 60515-1073

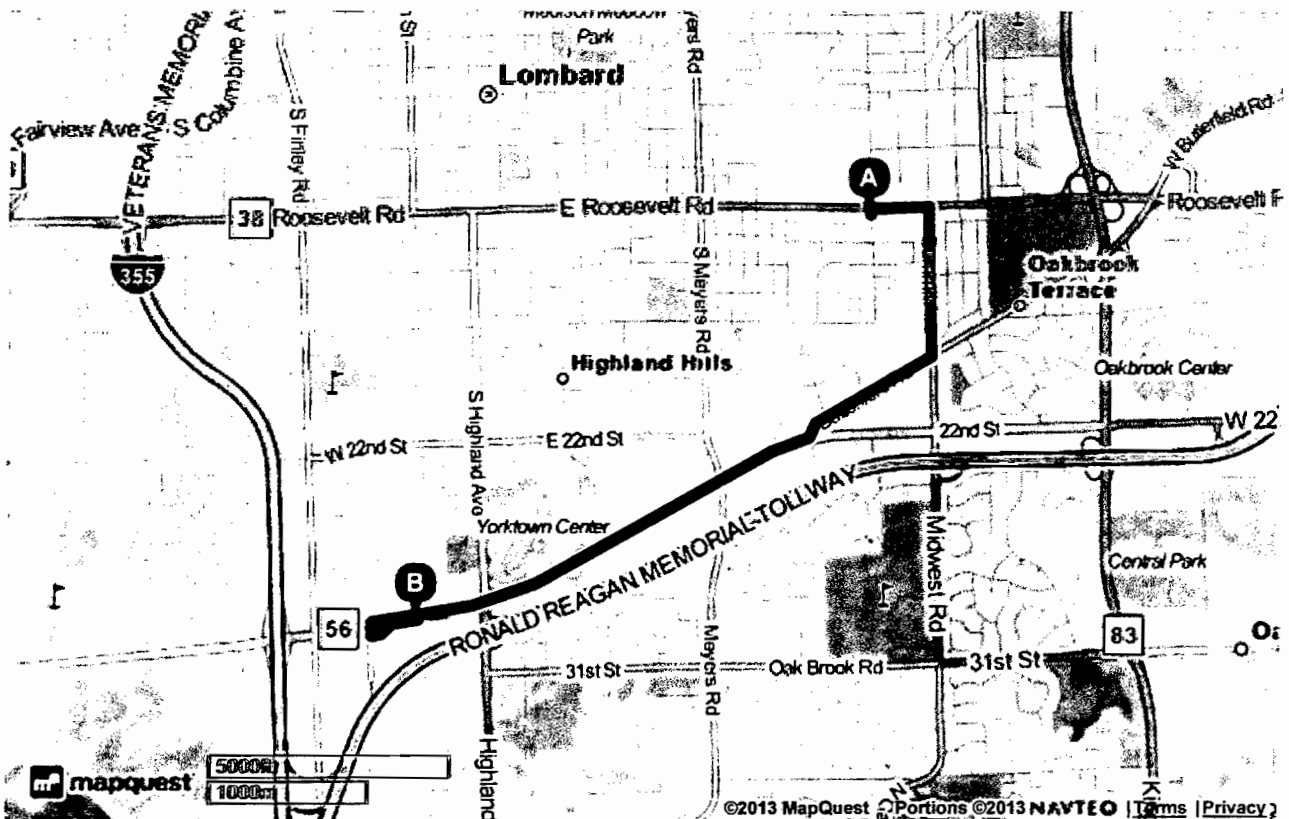
4.00 miles / 8 minutes

Notes

US Renal Care - Oak Brook Dialysis



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#### Impact on Other Area Providers 1110.1430,(c)(3)

With 733 stations located in this area the applicant's proposed 12 stations will only amount to only 1.6% of the service area's stations which would give it only minimal impact under the worst possible situation. The applicant does not believe that the proposed facility will have a negative impact on any of the area facilities. The physicians involved in this project have identified over 240 patients which could be referred to this facility over the next two years, however this facility has the capacity, at 100% occupancy, to serve only 72 patients and at 80% occupancy only about 60 patients can be served. This means that these physicians will still be referring between 160 and 170 patients elsewhere for treatment when the patient cannot be accommodated at the proposed facility.

There are underutilized facilities in the service area as well as facilities recently approved who have not yet opened. However, none of these facilities treat the mix of patients the applicant proposes to treat. In order to economically treat the Nocturnal Dialysis patients, which the applicant proposes to serve, the traditional dialysis patient must also be served at the facility. The purpose of the proposed project is to increase the options available to the Dialysis patients so that the patient can make the most informed decision possible concerning his/her treatment. This project is not planned to duplicate, and therefore impact existing facilities.

Letters have been sent to all ESRD providers within 30 minutes travel time of the proposed project in an attempt to determine what the impact of the proposed project will be on their respective use rates. A copy of those letters are appended to this attachment.

Facility Name	Address	City	Number of Stations	Occupancy %	Distance in Miles	Travel Time in Minutes
John H. Stroger Cook Co. Hospital	1901 W. Harrison	Chicago	9	62.90%	16.32	24
Davita-Schaumburg Renal Care	1156 S. Roselle Rd.	Schaumburg	20	60.00%	15.96	27
FMC- Villa Park	Corner of York St and Roosevelt Rd	Elmhurst	24*	91.67%	4.95	10
FMC - Bolingbrook	329 Remington Rd.	Bolingbrook	24	84.03%	17.6	28
Circle Medical Management	1426 W. Washington Blvd.	Chicago	27	70.37%	17.06	28
FMC-Lombard Home Therapies	1960 Springer Dr.	Lombard	12	61.11%	3.5	9
FMC- Downers Grove	3825 Highland Avenue	Downers Grove	19	82.46%	4.4	10
FMC- Westchester	2400 Wolfe Road	Westchester	20	74.17%	5.23	9
FMC -Central DuPage	490 E. Roosevelt Rd	West Chicago	16	70.83%	11.43	28
FMC - Des Plaines	1625 Oakton Pl.	Des Plaines	12	0%	15.89	29
Garfield Kidney Center	3250 W. Franklin	Chicago	16	102.08%	16.3	28
Rush University Dialysis	1643 W. Congress Pkwy	Chicago	5	33.33%	16.57	24
FMC - Glendale Heights	520 North Avenue	Glendale Heights	17	78.57%	7.97	18
FMC - Melrose Park	1111 Superior St. Ste 204	Melrose Park	18	58.33%	9.2	18
Loyola Dialysis	1201 W. Roosevelt	Maywood	30	75.00%	7.7	14
FMC- North Avenue	719 W. North Avenue	Melrose Park	24	84.72%	10.94	21
FMC - River Forest	103 Forest Avenue	River Forest	20	61.67%	9.52	18
Mt. Sinai Medical Center	2798 West 15th Place	Chicago	16	93.75%	16.42	28
FMC - Chicago Dialysis	820 West Jackson	Chicago	21	58.73%	17.78	28
Little Village Dialysis	2335 W. Cermak	Chicago	16	97.92%	17.25	29
FMC - West Metro Dialysis	1044 N Mozart St	Chicago	30	91.15%	16.98	30
FMC - Willowbrook	6300 Kingery Road	Willowbrook	16	73.33%	7.12	10
FMC-Elk Grove	901 Biesterfeld Road	Elk Grove Village	28	87.50%	13.47	22
Oak Park Kidney Center dba Maple Avenue Kidney Center	610 S. Maple Ave. Ste. 4100	Oak Park	18	66.67%	9.85	16
Dialysis Center of America - Berwyn	2601 Harlem Avenue	Berwyn	26	103.85%	11.75	22
Neomedica Loop East Delaware	557 W. Polk St	Chicago	24	60.42%	18.33	28
FMC Northwest	4701 N. Cumberland	Norridge	16	78.13%	17.43	30
FMC Oak Park Dialysis	733 Madison St	Oak Park	12	56.94%	10.73	20
FMC Dialysis Services of Congress Parkway	3410 West Van Buren	Chicago	30	71.67%	14.5	23
DSI Loop Renal Center	55 E. Washington	Chicago	28	57.74%	18.51	29
West Suburban Dialysis	1 Erie Ct.	Oak Park	46	87.32%	12.49	22
Austin Community Dialysis	4800 W. Chicago Avenue	Chicago	16	66.67%	14.23	25
Central DuPage Dialysis Center	450 E. Roosevelt Rd	West Chicago	16	70.83%	11.47	28
FMC - Naperville North	516 W. 5th Avenue	Naperville	14	90.48%	12.86	26
University of Illinois Dialysis	1859 W. Taylor St.	Chicago	26	83.97%	16.72	26
USRC Villa Park	200 E. North Avenue	Villa Park	13	0.00%	4.44	7
FMC Cicero	3000 Cicero Ave.	Cicero	16	0.00%	14.88	26
USRC Renal Care Oak Brook Dialysis	1201 Butterfield Rd ste b	Downers Grove	13	0.00%	4	8

CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013

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ADMINISTRATOR  
COOK COUNTY HOSPITAL DIALYSIS  
1901 WEST HARRISON,  
CHICAGO 60612

**To Whom It May Concern**

This is to inform you that **Nocturnal Dialysis Spa LLC** is in the process of completing a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board (IHFSB) for a 12 station ESRD Facility to be located at 1634 S Ardmore Avenue, in Villa Park Illinois.

This facility will cater to the needs of many patients in the area who want to opt for Nocturnal Dialysis but do not have any facility within a 25mile radius from the proposed facility. This unique option will facilitate many patients who had been anxiously waiting & requesting this option in this area.

We do not anticipate any adverse effect of this project on existing providers in the area nor will it have any significant impact on existing provider's volumes in the area.

As per the rules & regulation of the Illinois Health Facilities & Services Review Board (IHFSB) we are requesting an impact statement from your facility regarding this project.

Kindly respond us within fifteen days of receipt of this letter to the Attention of Hamid Humayun, at 5140 N California Ave., Suite 700 Chicago, Illinois 60625-3642. Or you may send your response directly to the Illinois Health Facilities and Services Review Board in Springfield. If we do not receive a response from you within 15days, it will be assumed that the proposed facility will not have any effect on your facility.

Sincerely,



**Hamid Humayun,MD.**

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013

---

Administrator  
DSI - Schaumburg  
1156 S. Roselle Rd.  
Schaumburg, IL 60193

**To Whom It May Concern**

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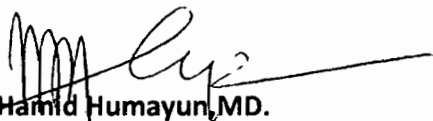
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Sincerely,



**Hamid Humayun, MD.**

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

---

Administrator  
FMC- Elmhurst Memorial  
155 Brush Hill Rd.  
Elmhurst, IL 60126

**To Whom It May Concern**

This is to inform you that **Nocturnal Dialysis Spa LLC** is in the process of completing a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board (IHFSB) for a 12 station ESRD Facility to be located at 1634 S Ardmore Avenue, in Villa Park Illinois.

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Sincerely,

**Hamid Humayun,MD.**

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

---

Administrator  
FMC - Bolingbrook  
329 Remington Rd.  
Bolingbrook, IL 60440

**To Whom It May Concern**

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Sincerely,

**Hamid Humayun,MD.**

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642



Corporate Office: 5140 N California Ave., Suite 700 Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

---

Administrator  
Circle Medical Management  
1426 W. Washington Blvd.  
Chicago IL 60607

**To Whom It May Concern**

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Sincerely,

**Hamid Humayun,MD.**

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

---

Administrator  
FMC-Lombard Home Therapies  
1960 Springer Dr.  
Lombard, IL 60148

**To Whom It May Concern**

This is to inform you that **Nocturnal Dialysis Spa LLC** is in the process of completing a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board (IHFSB) for a 12 station ESRD Facility to be located at 1634 S Ardmore Avenue, in Villa Park Illinois.

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Sincerely,

**Hamid Humayun,MD.**

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642



**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

---

Administrator  
FMC- Downers Grove  
3825 Highland Avenue  
Downers Grove, IL 60515

**To Whom It May Concern**

This is to inform you that **Nocturnal Dialysis Spa LLC** is in the process of completing a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board (IHFSB) for a 12 station ESRD Facility to be located at 1634 S Ardmore Avenue, in Villa Park Illinois.

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Kindly respond us within fifteen days of receipt of this letter to the Attention of Hamid Humayun, at 5140 N California Ave., Suite 700 Chicago, Illinois 60625-3642. Or you may send your response directly to the Illinois Health Facilities and Services Review Board in Springfield. If we do not receive a response from you within 15days, it will be assumed that the proposed facility will not have any effect on your facility.

Sincerely,

**Hamid Humayun,MD.**

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642



**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

---

Administrator  
FMC- Westchester  
2400 Wolfe Road  
Westchester, IL 60154

**To Whom It May Concern**

This is to inform you that **Nocturnal Dialysis Spa LLC** is in the process of completing a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board (IHFSB) for a 12 station ESRD Facility to be located at 1634 S Ardmore Avenue, in Villa Park Illinois.

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Sincerely,

**Hamid Humayun,MD.**

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013

---

Administrator  
Central DuPage Dialysis Center  
450 E. Roosevelt Rd  
West Chicago, IL 60185

**To Whom It May Concern**

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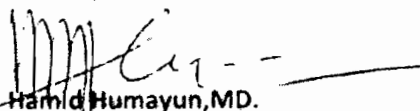
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Sincerely,

  
Hamid Humayun, MD.

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

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Administrator  
FMC - Des Plaines  
1625 Oakton Pl.  
Des Plaines, IL 60018

**To Whom It May Concern**

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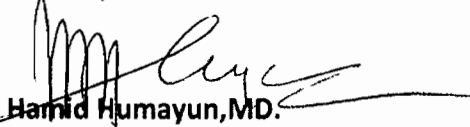
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Sincerely,



Hamid Humayun, MD.

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

---

Administrator  
Garfield Kidney Center  
3250 W. Franklin  
Chicago, IL 60624

**To Whom It May Concern**

This is to inform you that **Nocturnal Dialysis Spa LLC** is in the process of completing a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board (IHFSB) for a 12 station ESRD Facility to be located at 1634 S Ardmore Avenue, in Villa Park Illinois.

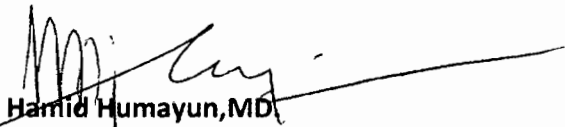
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Sincerely,



**Hamid Humayun, MD**  
5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

---

Administrator  
Rush University Dialysis  
1643 W. Congress Pkwy  
Chicago, IL 60612

**To Whom It May Concern**

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Sincerely,

  
**Hamid Humayun, MD.**

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

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Administrator  
FMC - Glendale Heights  
520 North Avenus  
Gelndale Heights, IL 60139

**To Whom It May Concern**

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Sincerely,



**Hamid Humayun, MD.**  
5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

---

Administrator  
FMC - Melrose Park  
1111 Superior St. Ste 204  
Melrose Park, IL 60160

**To Whom It May Concern**

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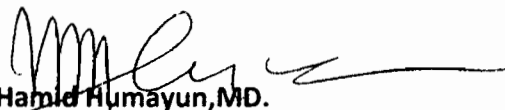
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Sincerely,



Hamid Humayun, MD.

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642



**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

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Administrator  
Loyola Dialysis  
1201 W. Roosevelt  
Maywood, IL 60153

**To Whom It May Concern**

This is to inform you that **Nocturnal Dialysis Spa LLC** is in the process of completing a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board (IHFSB) for a 12 station ESRD Facility to be located at 1634 S Ardmore Avenue, in Villa Park Illinois.

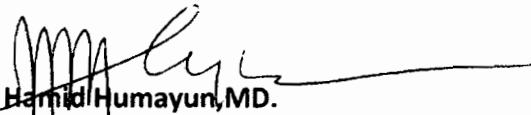
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Sincerely,



Hamid Humayun, MD.

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

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Administrator  
FMC- North Avenue  
719 W. North Avenue  
Melrose Park, IL 60160

**To Whom It May Concern**

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**Hamid Humayun, MD.**

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

---

Administrator  
FMC - River Forest  
103 Forest Avenue  
River Forest, IL 60305

**To Whom It May Concern**

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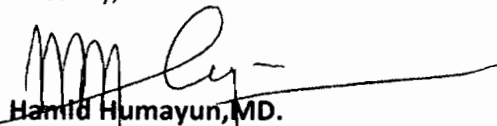
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**Hamid Humayun, MD.**  
5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

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Administrator  
Mt. Sinai Medical Center  
2798 West 15th Place  
Chicago, IL 60608

**To Whom It May Concern**

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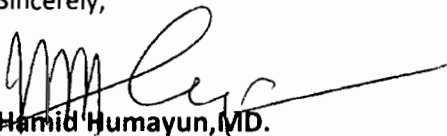
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**Hamid Humayun, MD.**

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

---

Administrator  
FMC - Chicago Dialysis  
820 West Jackson  
Chicago, IL 60607

**To Whom It May Concern**

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**Hamid Humayun, MD.**  
5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

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Administrator  
Little Village Dialysis  
2335 W. Cermak  
Chicago, IL 60608

**To Whom It May Concern**

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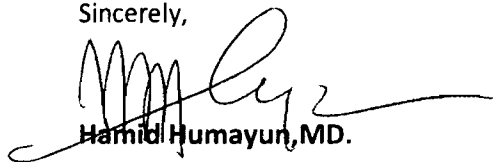
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**Hamid Humayun, MD.**

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013

---

Administrator  
FMC - West Metro Dialysis  
1044 N Mozart St.  
Chicago, IL 60622

**To Whom It May Concern**

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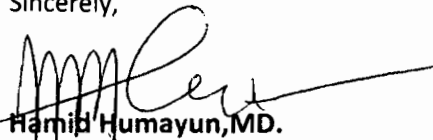
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Hamid Humayun, MD.  
5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

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Administrator  
FMC - Willowbrook  
6300 Kingery Road  
Willowbrook, IL 60527

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**Hamid Humayun, MD.**  
5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642



**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

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Administrator  
FMC-Elk Grove  
901 Blister field Road  
Elk Grove Village, IL 60007

**To Whom It May Concern**

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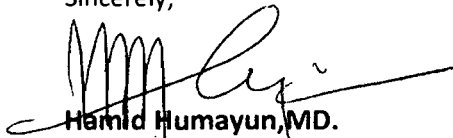
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Sincerely,

  
**Hamid Humayun, MD.**  
5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL**

---

**Administrator**

MAPLE AVENUE KIDNEY CENTER  
610 S MAPLE AVE. SUITE 4100  
OAK PARK, ILL 60304

**To Whom It May Concern**

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Sincerely,

**Hamid Humayun,MD.**

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

Corporate Office: 5140 N California Ave., Suite 700 Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

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Administrator  
FMC - Berwyn  
2601 Harlem Avenue  
Berwyn, IL 60402

**To Whom It May Concern**

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Sincerely,



**Hamid Humayun, MD.**  
5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

---

Administrator  
Neomedica Loop East Delaware  
557 W. Polk St  
Chicago, IL 60607

**To Whom It May Concern**

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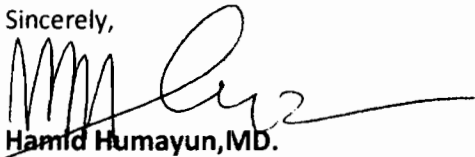
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Sincerely,



**Hamid Humayun, MD.**

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

---

Administrator  
FMC Northwest  
4701 N. Cumberland  
Norridge, IL 60706

**To Whom It May Concern**

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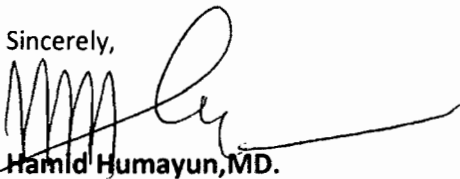
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Sincerely,



**Hamid Humayun, MD.**

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

---

Administrator  
FMC Oak Park Dialysis  
733 Madison St  
Oak Park, IL 60302

**To Whom It May Concern**

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Sincerely,



**Hamid Humayun, MD.**  
5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

---

Administrator  
FMC - Congress Parkway  
3410 West Van Buren  
Chicago, IL 60624

**To Whom It May Concern**

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Sincerely,



**Hamid Humayun, MD.**

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013

---

Administrator  
DSI Loop Renal Center  
1101 S. Canal St  
Chicago, IL 60624

**To Whom It May Concern**

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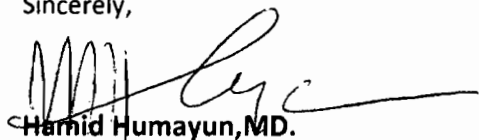
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Sincerely,



Hamid Humayun, MD.  
5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642



**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

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Administrator  
West Suburban Dialysis  
1 Erie Ct.  
Oak Park, IL 60302

**To Whom It May Concern**

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Sincerely,



Hamid Humayun, MD.

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

---

Administrator  
Austin Community Dialysis  
4800 W. Chicago Avenue  
Chicago, IL 60651

**To Whom It May Concern**

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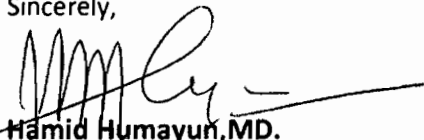
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**Hamid Humayun, MD.**

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

---

Administrator  
Central DuPage Dialysis Center  
450 E. Roosevelt Rd  
West Chicago, IL 60185

**To Whom It May Concern**

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Hamid Humayun, MD.

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642



Corporate Office: 5140 N California Ave., Suite 700 Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

---

Administrator  
FMC - Naperville North  
516 W. 5th Avenue  
Naperville, IL 60563

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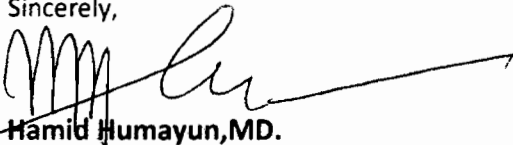
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**Hamid Humayun,MD.**  
5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642



Corporate Office: 5140 N California Ave., Suite 700 Chicago, Illinois 60625-3642

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

---

Administrator  
FMC - West  
2011 W. Hastings St.  
Chicago, ILL 60608

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**Hamid Humayun,MD.**

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642



Corporate Office: 5140 N California Ave., Suite 700 Chicago, Illinois 60625-3642

211

**CERTIFIED MAIL / JULY 23<sup>TH</sup>, 2013**

---

Administrator  
University of Illinois Dialysis  
1859 W. Taylor St.  
Chicago, IL 60612

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Sincerely,



**Hamid Humayun, MD.**

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL**

---

**Administrator**

**U.S. RENAL CARE VILLA PARK DIALYSIS  
200 E NORTH AVE  
VILLA PARK, IL 60181-1221**

**To Whom It May Concern**

This is to inform you that **Nocturnal Dialysis Spa LLC** is in the process of completing a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board (IHFSB) for a 12 station ESRD Facility to be located at 1634 S Ardmore Avenue, in Villa Park Illinois.

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Sincerely,

**Hamid Humayun,MD.**

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

**CERTIFIED MAIL**

---

**Administrator**

FMC, CICERO

3000 S Cicero Ave, Cicero, IL 60804

**To Whom It May Concern**

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**Hamid Humayun,MD.**

5140 N California Ave. Suite 700

Chicago, Illinois 60625-3642

✱

Corporate Office: 5140 N California Ave., Suite 700 Chicago, Illinois 60625-3642



**CERTIFIED MAIL**

---

**Administrator**

U.S. RENAL CARE OAK BROOK DIALYSIS  
1201 BUTTERFIELD RD STE B  
DOWNERS GROVE, IL 60515-1074

**To Whom It May Concern**

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Sincerely,

**Hamid Humayun,MD.**

5140 N California Ave. Suite 700  
Chicago, Illinois 60625-3642

Staffing 1110.1430,e)

The proposed facility will be staffed in accordance with all State and Medicare staffing requirements.

The Medical Director will be Wagner Osvaldo, M.D. a copy of Dr. Osvaldo's curriculum vitae is appended to this attachment.

The applicant has also provided letters of interest for all of the required positions cited under this rule as well as several Dialysis Technicians. These individuals all have extensive experience in dialysis treatment and have indicated a desire to work at the proposed facility.

The staffing plan calls for the number of technicians to be increase as the census increases with one technician for each 4 patients and one RN always on duty during the treatments. The staff will be trained through a comprehensive in-house developed training program that meets Medicare and State requirements inclusive of practical and theoretical in-depth knowledge

The training program will include training from the introduction to the dialysis machines to all of the components listed below:

1. Infection Control
2. Patient Assessment/Data collection
3. Anticoagulation
4. Vascular Access
5. Kidney Failure
6. Documentation
7. Complications of Dialysis
8. Lab Draws
9. Use and set up of all devices used in a dialysis setup.

Educational training will also include information on the structure and function of the kidneys, Hemostasis, renal failure, principles of dialysis, Anemia, components of hemodialysis systems, Water Treatment, Dialyzers, reprocessing, Dialysis treatment, fluid management, Nutrition, patient education and uncompromising top of the line patient care.

Staff will be recruited by working with existing training programs and colleges where Dr. Humayun teaches.

# HAMID HUMAYUN, MBBS, MD, FASN, FACP.

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## OFFICES:

**Humayuns' SC.**  
**Humayun Medical Associates**  
Associates in Kidney Diseases  
Galter Medical Pavilion  
5140 N. California Ave. Suite 700  
Chicago, Illinois – 60625.

**Medical Director**  
**Nephron Dialysis Center, Ltd.**  
5140 N. California Ave. Suite 700  
Chicago, Illinois – 60625.

**Medical Director & CEO.**  
**Maple Avenue Kidney Center LLC.**  
610 S. Maple Ave, Suite 4100  
Oak Park Illinois – 60304.

**Comprehensive Kidney Care**  
1634 S Ardmore Ave.  
Villa Park, IL60181

**Home Dialysis, LLC**  
**CEO & Medical Director**  
1634 S Ardmore Ave. Suite #200  
Villa Park, IL60181

## Educational Qualifications

- MBBS. / Osmania Medical College. / India. 1972
- Rotating Internship / Osmania General Hospital 1973 – 1974

**DATE OF BIRTH** February 26, 1949  
**CITIZENSHIP** USA

## PROFESSIONAL PROFILE

### RESIDENCIES & FELLOWSHIPS

- St. Mary of Nazareth Hospital / Chicago Illinois 1974 – 1975
- Christ Community Hospital / Oak Lawn, Illinois 1975 – 1976
- Medical College of Ohio/ Toledo, Ohio 1976 – 1977
- Veterans Administration/ Edward Hines Jr. Hospital 1978 - 1981  
Internal Medicine and Nephrology / Hines Illinois

### CERTIFICATIONS

- Diplomat – American Board of Internal Medicine 1982 – Indefinite
- Diplomat – American Board of Nephrology 2005 – 2015

Contact: (708) 660-4100, Fax: (708) 660-4103, Email: humayuncorp@gmail.com

## FACULTY APPOINTMENTS

### LOYOLA UNIVERSITY, ILLINOIS

- |                                 |                |
|---------------------------------|----------------|
| ■ Instructor in Medicine,       | 1981 – 1985    |
| ■ Clinical Assistant Professor, | 1985 – 1992    |
| ■ Clinical Associate Professor, | 1992 – Present |

## HOSPITAL APPOINTMENTS

- |  |                |
|--|----------------|
| ■ Edward Hines, Jr. VA Hospital, Hines, Illinois     | 1981 - 1995    |
| ■ Swedish Covenant Hospital, Chicago Illinois        |                |
| Positions:   |                |
| Consultant / Attending Category                      | 1983 – Present |
| Section Head Nephrology                              | 2008 – Present |
| Chairman CME Committee                               | 2008 – 2009    |
| Member at Large – MEC Committee                      |                |
| ■ Westlake Community Hospital                        |                |
| Positions:   |                |
| ■ Section Head of Nephrology                         | 1995–1999      |
| ■ Rush / Westlake Residency Program                  |                |
| ○ Section Head of Nephrology                         | 2000 – 2002    |
| ■ Loyola / Westlake Residency Program                |                |
| ○ Section Head of Nephrology                         | 2002 – Present |
| ■ Westlake/ Resurrection Residency Program           |                |
| ○ Vice Chairman, Department of Medicine              | 1996 – 1998    |
| ○ Chairman, Department of Medicine                   | 1998 – 2000    |
| ○ Chairman, Department of Medicine                   | 2009 – 2011    |
| ○ Chairman, Quality Assurance Committee              | 1996 – 2001    |
| ○ Chairman CMECommittee Westlake/West sub Consortium | 2001 – 2010    |
| ○ Treasurer  | 2007 – 2009    |
| ■ Loretto Hospital / Active Category                 |                |
| Positions:   |                |
| ■ Vice Chairman, Department of Medicine              | 1993 – 1995    |
| ■ Chairman, Department of Medicine                   | 1995 – 1996    |
| ■ Chairman, By-Laws Committee                        | 2001 – 2003    |
| ■ Chairman, Dinner/Dance Committee                   | 1996 – Present |
| ■ Medical Staff Treasurer                            | 1998 – 1999    |
| ■ Medical Staff Secretary                            | 1999 – 2001    |
| ■ Medical Staff President-Elect                      | 2001 – 2003    |
| ■ Medical Staff President                            | 2003 – 2005    |
| ■ Chairman Executive Committee                       | 2003 – 2005    |
| ■ Board Member Loretto Hospital                      | 2003 – 2005    |
| ■ Board Member Loretto Hospital Foundation           |                |

■ **Fellowship:**

- |   |                |
|---|----------------|
| ▪ Fellow American College of Physicians | 1993 – Present |
| ▪ Fellow Society of Nephrology          | 2008 – Present |

■ **Membership:**

- |   |       |       |      |
|---|-------|-------|------|
| ▪ Society of Internal Medicine                        | ▪ ASN | ▪ NKF |      |
| ▪ Alternate Delegate – Chicago Medical Society        |       |       | 1998 |
| ▪ Alternate Delegate – Illinois State Medical Society |       |       | 1998 |
| ▪ RPA (Renal Physicians Association)                  |       |       | 2009 |

**PRESENTATIONS**

■ **PERITONEAL FLUID EOSINOPHILIA IN PATIENTS TREATED WITH MAINTENANCE PERITONEAL DIALYSIS ABSTRACT 12<sup>TH</sup> ANNUAL MEETING AMERICAN SOCIETY NEPHROL, P. 119A, YR.1979-**  
By Humayun H.M / Gandhi V.C / Ing T.S / Popli S / Daugirdas J.T / Robinson J.S / Hano J.E / Geis W.P.

■ **PREPARATION OF BICARBONATE-CONTAINING DIALYSATE FOR PERITONEAL DIALYSIS PRESENTED IN MAUI HAWAII, YEAR 1982.**  
By Ing T.S / Humayun H.M / Daugirdas J.T / Reid R.W / Hano J.E / Gandhi V.C / Popli S

**PUBLICATIONS**

■ **INTRA-ABDOMINAL ABCESES IN PATIENTS TREATED WITH MAINTENANCE PERITONEAL DIALYSIS.**  
JOURNAL OF DIALYSIS 3(4), 331-335 (1979).  
By Humayun H.M / Daugirdas J.T / Gandhi V.C / Geis W.P / Giachino J.L and Ing T.S.

■ **A METHOD OF DELIVERING DIALYSATE OF CONSTANTLY DECREASING OSMOLALITY DURING DIALYSIS.**  
ARTIFICIAL ORGANS, VOL 3 NO. 4 / NOVEMBER 1979  
By Chen W.T / Ing T.S / Daugirdas J.T / Brescia D.J / Humayun H.M / Gandhi V.C / Hano J.E / Quon M.J

■ **SCLEROTIC THICKENING OF THE PERITONEAL MEMBRANE IN MAINTAINING PERITONEAL DIALYSIS PATIENTS.**  
ARCH OF INTERNAL MEDICINE. VOL. 140, SEPTEMBER – 1980.  
By Gandhi V.C / Humayun H.M / Ing T.S. / Daugirdas J.T / Jabloko V.R lwatsuki S. / and Hano J.E.

■ **HYDROSTATIC ULFILTRATION DURING HEMODIALYSIS USING DIALYSATE OF CONSTANTLY DECREASING SODIUM CONCENTRATION.**  
ARTIFICIAL ORGANS, VOL.4 NO. 3 , AUGUST- 1980.  
By Chen W.T /Ing T.S /Daugirdas J.T / Brescia D.J/ Humayun H.M /Gandhi V.C /Hano J.E / Kheirbek A.O

■ **PERITONEAL FLUID EOSINOPHILIA IN MAINTENANCE PERITONEAL DIALYSIS PATIENTS. ARCH INT. MED, INTERN, VOL. 141 AUGUST – 1981**  
By Humayun H.M / Ing T.S. / Daugirdas J.T / Gandhi V.C / Popli S / Robinson J.S / Hano J.E / & Zayas I.

■ **TREATMENT OF REFACTORY HEMODIALYSIS ASCITES WITH MAINTENANCE PERITONEAL DIALYSIS. CLINICAL NEPHROLOGY, VOL. 15, NO. 4-(198-202) – 1981.**  
By Ing T.S. / Daugirdas J.T / Popli S / Kheirbek A.O / Humayun H.M / Gandhi V.C / Chapa S.M.

■ **DISEASE BACILLUS IN BONE MARROW. CMA JOURNAL – NOVEMBER 15, VOL. 125 – 1981.**  
By Humayun H.M / Bird T.J / Daugirdas J.T / Fruin R.C / Shawky M.M / Ing T.S.

■ **TWO HOUR-HIGH SURFACE AREA HEMODIALYSIS: A FEASIBILITY STUDY. THE INTERNATIONAL JOURNAL OF ARTIFICIAL ORGANS VOL. 4 NO.1 (13-16) – 1981**  
By Daugirdas J.T / Ing T.S. / Humayun H.M / Weber D.V / Chen W.T / Gandhi V.C / Reid R.W / Hano J.E

■ **EMPHYSEMATOUS GENITAL INFECTION CAUSED BY CANDIDA ALBICANS. THE JOURNAL OF UROLOGY. VOL. 128, NOVEMBER – 1982.**  
By Humayun H.M / Maliwan N.

## ABSTRACTS

■ **HYDROSTATIC ULTRAFILTRATION DURING HEMODIALYSIS WITH A CONSTANTLY DECREASING DIALYSATE OSMOLITY. ABSTRACT 12<sup>TH</sup> ANNUAL MEETING AMERICAN SOCIETY NEPHROL, P. 115A, YR.1979.**  
By Chen W.T / Ing T.S / Daugirdas J.T / Brescia D.J/ Humayun H.M /Gandhi V.C /Hano J.E / Kheirbek A.O.

■ **A TECHNIQUE OF PERFORMING DIALYSIS WITH A CONSTANTLY DECREASING DIALYSATE OSMOLITY. ABSTRACT OF THE 17<sup>TH</sup> CONGRESS OF THE EUROPEAN DIALYSIS AND TRANSPLANT ASSOCIATION – 1980.**  
By Chen W.T / Ing T.S / Daugirdas J.T / Brescia D.J/ Humayun H.M /Gandhi V.C /Hano J.E

■ **PERITONEAL FLUID EOSINOPHILIA IN MAINTENANCE PERITONEAL DIALYSIS PATIENTS ABSTRACT 12<sup>TH</sup> ANNUAL MEETING AM SOC NEPHROL, P.119A, BOSTON MASS – 1979**  
By Humayun H.M /Gandhi V.C / Ing T.S / Popli S / Robinson J.S / Hano J.E / Giacchino J.L and Geis W.P.

■ **PERITONEAL FLUID EOSINOPHILIA IN PATIENTS TREATED WITH MAINTENANCE PERITONEAL DIALYSIS / FOCUS ON DIALYSIS. THE QUARTERLY DIGEST ON DEVELOPMENT IN RENAL DIALYSIS VOL.2, NO. 4, DECEMBER – 1981.**  
By Humayun H.M /Gandhi V.C / Ing T.S / Popli S / Daugirdas J.T / Robinson J.S / Hano J.E / Giacchino J.L and Geis W.P.

■ **REFRACTORY HEMODIALYSIS ASCITES BY MAINTENANCE PERITONEAL DIALYSIS. ABSTRACT OF THE 17<sup>TH</sup> CONGRESS OF THE EUROPEAN DIALYSIS AND TRANSPLANT ASSOCIATION – 1980.**  
By Popli S / Kheirbek A.O / Ing T.S / Daugirdas J.T / Gandhi V.C / Humayun H.M / Chen W.T /

## ***VASEEM I QURESHI, M.D.***

---

**Home Address**      6535 Rodgers Drive  
Willow brook, IL 60527  
Ph : (630) 789-0670  
Pager : (708) 812-8159  
Cell : (630) 673-4013

**Office Address**      Comprehensive Kidney Care  
1634 S Ardmore Ave.  
Villa Park, IL 60181

610 S. Maple Avenue  
Oak Park, IL 60304  
Ph : (708) 660-4100  
Fax: (708) 660-4103

**Date of Birth**      April 18, 1961  
**Citizenship**      United States

### **Educational Qualifications**

- Medical School  
Ross University, Dominica Republic      1984-1988
- Medical School  
Cetec University  
Santo Domingo, Dominican Republic      1983-1984
- Undergraduate Work  
  
University of Illinois, Chicago Illinois      1982-1983  
College of DuPage      1980-1982

### **Professional Profile**

#### **RESIDENCIES & FELLOWSHIP**

- Externship  
Oak Forest Hospital, Oak Forest, Illinois      1989-1990
- Internship and Residency  
  
Edgewater Medical Center, Chicago, Illinois      1990-1992  
Jewish Hospital, Cincinnati, Ohio      1992-1994
- Nephrology Fellowship  
St. John Medical Center, Detroit, Michigan      1994-1996

### **Certifications**

- American Board of Internal Medicine 1998
- American Board of Nephrology 2001-2011

### **Memberships & License**

- ACP & ACIM
- Illinois: (036085458)

### **Nephrology & Internal Medicine Consult Affiliations**

Macomb Hospital Detroit, MI (House Physician)	1996 – 1997
Elmhurst Memorial Hospital 200 Berteau Avenue Elmhurst, IL 60126 (House Physician & Part time Nephrology)	1997 - 2001
Swedish Covenant Hospital 5145 N California Chicago, IL (773) 878-8200	1997 - Current
Resurrection Westlake Community Hospital 1225 W Lake Melrose Park, IL (708) 681-3000	1997 - Current
Rush Oak Park Hospital 520 S Maple AVE Oak Park, IL (708) 383-9300	1997 - Current
Gottlieb Hospital 701 W North Ave Melrose Park, IL (708) 681-3200	1997 - Current
Loretto Hospital 645 S Central Chicago, IL (773) 626-4300	1997 - Current
Kindred Hospital Northlake 365 E North Ave Northlake, IL (708) 345-8100	1997 - Current



### **Dialysis Unit Affiliations**

Maple Avenue Kidney Center  
610 S Maple AVE STE 4100  
Oak Park, IL 60304  
(708) 660-4100

2003-Present

Nephron Dialysis Center  
5140 N California  
Chicago, IL  
(773) 293-2100

2001-Present

Garfield Kidney Center  
3250 W Franklin BLVD  
Chicago, IL 60624  
(773) 638-1160

2004-Present

FMC- Oak Park  
733 Madison ST  
Oak Park, IL 60302  
(708) 386-8757

2000-Present

FMC- West Metro  
1044 N Mozart ST  
Chicago, IL 60622  
(773) 772-9400

2000-Present

FMC- North Kilpatrick  
4800 North Kilpatrick Ave  
Chicago, IL  
(773) 545-3693

2000-Present

**References available upon request**

## **CURRICULUM VITAE**

**Abdul Mubeen Mohammed**  
**Final year Nephrology Fellow**  
**Medical College of Wisconsin**  
**Milwaukee, WI, 53226**

**Home Address:** 12851 W Wyndridge Dr., Apt 102  
New Berlin, WI 53151

**Office Address:** Medical College of Wisconsin  
9200 W. Wisconsin Avenue  
Milwaukee, WI 53226  
Pager: (414) 917 8556  
E-mail: [drmubeen@gmail.com](mailto:drmubeen@gmail.com)

### **Postgraduate Training and Fellowship Appointments:**

2010 to present Fellowship, Nephrology,  
Medical College of Wisconsin, Milwaukee, WI

2007-2010 Internal Medicine Residency  
Advocate Illinois Masonic Medical Center  
Chicago, IL

### **Education:**

2005-2007 Masters in health care administration  
University of Houston-Clear Lake

1999 – 2004 M.B. B.S, Gandhi Medical College  
Hyderabad, India

### **Specialty Boards and Certification:**

<b><u>Board Certification</u></b>	<b>Issue Date</b>
American Board of Internal Medicine	8/ 2011

<b><u>Licensure</u></b>	
Wisconsin	2010

### **Work Experience**

2004-2005 – Primary care in India from Dec 04 to Aug 05

### **Awards**

Best resident teacher award, Internal Medicine Residency 2010

Class representative, Internal medicine residency 2009

UHCL Competitive scholarship, Master's in healthcare administration 2006 and 2007

Distinction in Pharmacology, Ophthalmology and Pediatrics in MBBS

### **Memberships in Professional and Honorary Societies**

American Society of Nephrology

American Society of Transplantation

American College of Physicians

National Kidney Foundation

### **Posters presented**

1. A problematic problem: Rare case of bilateral Xanthogranulomatous pyelonephritis - ACP regional chapter meeting, 2009
2. Overnight cross cover paging frequency at Illinois Masonic medical center during the month of Feb 09 - Observational study as a senior resident research project in December 2009 to analyze the increasing pager frequency, and suggested ways of decreasing it.
3. Zygomycosis: A fight against death.- ACP regional chapter meeting 2009
4. Acute retroviral encephalitis: An unusual presentation of acute retroviral infection - ACP regional chapter meeting in 2008

### **Current Research**

1. Root cause analysis for failure to initiate hemodialysis with AVF in some patients at VAMC Milwaukee.
2. Retrospective study on the incidence and other causal factors involved in Vancomycin toxicity.
3. Activator of G protein signaling 3 in ADPKD mouse model.

# KAJAL D. RAO, M.D.

202 N. Ridgeland Ave, Oak Park, IL 60302 Email: kajal1979@msn.com Phone: 919-673-4295

---

## Licenses/Certification

2009-2019 Board Certified, ABIM Internal Medicine  
2011-present Board Eligible, ABIM Nephrology  
2012-2014 Illinois Medical License #036  
2009-2013 California Medical License #A107569  
2006-2010 Massachusetts Medical License #237807

## Professional Experience

2012 – present Nephrologist with Comprehensive Kidney Care, LLC Chicago, IL  
• Experience with inpatient consultations, dialysis patients and outpatient clinic

## Training

2009 – 2012 **Fellowship**  
UCSF Medical Center, University of California San Francisco, CA  
• Competent in transplant and native kidney biopsies  
• Competent in continuous renal replacement therapy  
• Competent in non-tunneled dialysis catheter placement

2006 - 2009 **Internship and Residency**  
Tufts Medical Center, Tufts University Boston, MA

## Education

2011 – 2012 **University of California** San Francisco, CA  
Advanced Training in Clinical Research Certificate Program

2002 – 2006 **University of North Carolina** Chapel Hill, NC  
Doctor of Medicine

1997 – 2001 **University of North Carolina** Chapel Hill, NC  
BS, Biochemistry and Economics, with Honors

## Research

2011 **Dr. Paul Brunetta (Genentech) & Maria Dall'Era (UCSF)** San Francisco, CA  
Secondary database analysis of LUNAR and BELONG trials (lupus nephritis)

2003 **Dr. Franco DeMonte, Neurosurgery, MD Anderson Cancer Center** Houston, TX  
Reviewed data for cranial base tumor resection registry

2000 **Dr. Lian Li, Pharmacology and Physiology, UNC** Chapel Hill, NC  
Used yeast-two hybrid (Y2H) assay to find protein interactions with SNAP-25

1999 **Dr. Pascal Udekwu, General Surgery and Trauma, WakeMed** Raleigh, NC  
Retrospective chart review comparing invasive ventilation to BIPAP

1998 **Dr. David Miller, Pharmacology and Chemistry, NIEHS** Research Triangle Park, NC  
Determined tissue localization of p-glycoprotein in *Fundulus heteroclitus*

## Publications

2012 ***Rituximab in Lupus Nephritis: Analysis of Clinical Variables Associated with Renal Response in African-Americans in the LUNAR Trial (Abstract)***  
• Poster Presentation at ASN Meeting San Diego, CA

- 2012 ***Lupus Nephritis Histopathology Interobserver Agreement Between Local Pathologists and an Expert Panel of Nephropathologists in BELONG (Abstract)***  
 • Oral Presentation at EULAR Meeting Berlin, Germany
- 2007 ***Reading your Palms (and Soles): The Importance of Addressing Sexual History in the Elderly. (Clinical Vignette)***  
 • Oral presentation at SGIM regional meeting Boston, MA  
 • Poster presentation for SGIM national meeting Toronto, ON
- 2000 ***Use of non-invasive ventilation in post-traumatic acute respiratory failure. (Abstract)***  
 • Poster presentation at Society of Critical Care Medicine Symposium Orlando, FL

## Honors

Dean's List for all semesters at University of North Carolina – Chapel Hill  
 Member of *Phi Beta Kappa* National Honor Fraternity  
 Member of *Delta Iota Epsilon* National Honor Fraternity

## Professional Memberships

American Medical Association, American Society of Nephrology, National Kidney Foundation, Renal Physician Association

## Presentations

### UCSF Medical Center, Division of Nephrology

- Urinary Sodium Excretion and CV events JAMA – Journal Club (December 2011)
- Dialysis-requiring requiring acute renal failure – Clinical Case Conference (April 2011)
- Amphotericin B nephrotoxicity – Clinical Case Conference (October 2010)
- AASK cohort NEJM trial – Journal Club (Sept 2010)
- Hepatorenal syndrome: octreotide/midodrine and beyond - Renal Grand Rounds (Sept 2010)
- Wegener's granulomatosis and thrombotic disease - Clinical Case Conference (July 2010)
- Hemodynamics of Hemodialysis - Renal Grand Rounds (April 2010)
- Light chain deposition disease in multiple myeloma - Clinical Case Conference (March 2010)
- Renal manifestations of sickle cell anemia - Clinical Case Conference (January 2010)

## Meetings

American Society of Nephrology, Philadelphia, PA (November 2011)  
 Board Review Course (sponsored by ASN), San Francisco, CA (August 2011)  
 American Society of Nephrology, Denver, CO (November 2010)  
 Peritoneal Dialysis University, San Francisco, CA (November 2010)  
 National Kidney Foundation Symposium, San Francisco, CA (April 2011)

## Volunteer

San Francisco Marathon Medical Team (2010), Boston Marathon Medical Team (2008),  
 Operation Crossroads Africa, Kenya (2000)

## Hobbies/Interest

Road racing (ran a few half-marathons and a full marathon), Traveling

## Languages

Medical Spanish Class at UCSF, Sept 2010-Nov 2010.

## References

Available upon request

02/11/2002 16:48

=== COVER PAGE ===

TO:

\_\_\_\_\_

FROM:

MEDICALSTAFE

FAX: 7087832188

TEL:

COMMENT:

~~80~~  
STAFFING**Osvaldo Enrique Wagener, M.D.**

4810 South Kenwood Avenue

Chicago, IL 60615

(708) 609-0197

**PERSONAL:**

Born: April 9, 1956

Place: Santa Fe, Argentina

**LANGUAGES:**

Fluent in English and Spanish

**IMMIGRANT STATUS:**

Permanent Resident

**CITIZENSHIP:**

Argentina and Germany.

**EDUCATION:**Medical School  
1974-1981Universidad Nacional de Rosario  
Rosario, Santa Fe, Argentina

January 1982 - April 1983

Private, non-medical activity

Internship, Internal Medicine  
05/83 - 04/84Instituto de Investigaciones Medicas  
Universidad de Buenos Aires, ArgentinaResidency, Internal Medicine  
05/84 - 04/86Instituto de Investigaciones Medicas  
Universidad de Buenos Aires, ArgentinaChief Medical Resident  
Internal Medicine  
05/86 - 04/87Instituto de Investigaciones Medicas  
Universidad de Buenos Aires, Argentina

05/87 - 12/87

Volunteer Research-Northwestern University

Research Fellowship  
01/01/88 - 06/01/90Northwestern University  
Section of NephrologyInternship Internal Medicine  
06/25/90 - 06/24/91University of Illinois  
Michael Reese HospitalResidency Internal Medicine  
06/25/91 - 06/24/93University of Illinois  
Michael Reese HospitalFellowship in Nephrology  
07/01/93 - 06/30/96University of Chicago  
Section of Nephrology

07/96 - 02/98

Research - University of Chicago

## CERTIFICATIONS:

12/09/89

Educational Commission for Foreign Medical  
Graduates, number 355-365-8

1992

Federal Licensing Exam (FLEX)

1993

American Board of Internal Medicine

1996

American Board of Nephrology

2003

Recertification American Board of Internal  
Medicine

2006

Recertification American Board of Nephrology

## PROFESSIONAL LICENSE:

Illinois State License 036-086015

Illinois Controlled Substance License 0336-057780

Argentina: Ministerio de Salud y Accion Social  
number 68540

## HONORS AND AWARDS:

1992 - 1993

Resident Teacher of the Year  
Michael Reese Hospital

2001-2002

Attending of the Year - Westlake Hospital

2006-2007

Attending of the Year - Westlake Hospital

## MEMBERSHIP

1999 - 2005

Member of the Board of Directors  
Associates in Nephrology, S.C.

2004 to present

Member of the Medical Executive Committee  
Kindred Hospitals of Chicago

2005 to present

Treasurer of Medical Staff  
Member of the Medical Executive Committee  
Westlake Community Hospital

## PUBLICATIONS AND ARTICLES:

1. Wagener OE, Roncoroni AJ, Barcat JA. Severe pulmonary hypertension in a man with diffuse smooth muscle proliferation of the lungs (Pulmonary Tuberous Sclerosis?). Chest, 95:234-237, 1989.

2. Wagener OE, Mujais SK, Quintanilla AP, del Greco F. Stimulation of erythrocyte and renal Na<sup>+</sup>,K<sup>+</sup>ATPase activity by antidigoxin antibody in normal rats. Clinical Science, 77:617-621, 1989.



3. Quintanilla AP, Wagener OE. Diuretics and cation transport in hypertensive blacks. Cardiovascular Drugs and Therapy, 4: 383-387, 1990.

4. Dalton DP, Levin ML, Schaeffer AJ, Quintanilla AP, Wagener OE, Grayhack JT. Unilateral renal papillectomy via laser or incisional techniques: Chronic functional effects in the dog. Urology, 43 (3):310-316, 1994

#### REVIEW:

1. Wagener OE, Lieske JC, Toback FG. Molecular and cell biology of acute renal failure - New therapeutic strategies. New Horizons, 3:634-649, 1995.

#### ABSTRACTS:

1. Wagener OE, Quintanilla AP. Na, K-ATPase, balance, and blood pressure, in rats fed NaCl and Na Citrate. Clinical Research, vol.36 N°6, 892A, 1988.

2. Wagener OE, Quintanilla AP, Deckmyn T, Kwaan HC, Blaton VH. Effect of prostaglandin precursors on renal function in diabetic rats. Clinical Research, vol.37, N° 953A, 1989.

3. Wagener OE, Zeiss CR, del Greco F, Quintanilla AP. Antidigoxin-antibody raised in rats with DOCA-Salt hypertension does not alter blood pressure or renal Na,K-ATPase. FASEB 4: A702, 1990.

4. Wagener OE, Quintanilla AP, Bornstein S, Verdonck A, Kwaan HC, Blaton VH. Renal Na,K-ATPase in normal and diabetic rats subjected to dietary manipulations. Clinical Research, 38:N° 2, 570A, 1990.

5. Wagener OE, Rahman M, Verdonck A, Bornstein S, Kwaan HC, Blaton VH, Quintanilla AP. Effect of high cholesterol diet on blood pressure and glomerular prostaglandin E2 and thromboxane, in normal and diabetic rats. Clinical Research, 38: N° 2, 570A, 1990.

6. Wagener OE, Quintanilla AP, Zeiss CR, del Greco F. Immunization of the rat with a digoxin antigenic complex stimulates the Na,K-Pump in the kidney. Clinical Research, 38: N°3, 867A, 1990.

7. Quintanilla AP, Wagener OE, Kwaan HC, Verdonck A, Rahman M, Blaton VH. Effect of lipid dietary changes on PGE<sub>2</sub>, TxB<sub>2</sub>, ATPase, BP, and renal function in diabetic rats. Clinical Research, 38: N° 3, 834A, 1990.

## REFERENCES:

Richard Keen, M.D.  
2425 West 22nd Street, #211  
Oak Brook, Illinois 60521

Peter Eupierre, M.D.  
1111 Superior Street  
Melrose Park, Illinois 60160

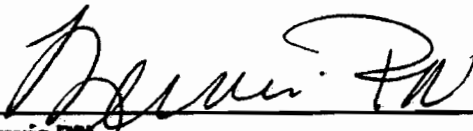
Kristina Katzovitz, M.D.  
455 North York Road  
Elmhurst, Illinois 60126

**NOCTURNAL DIALYSIS SPA, LLC**  
**1634 S ARDMORE AVE.**  
**VILLA PARK, ILLINOIS 60181**

**TO WHOM IT MAY CONCERN**

I **Floyda L Lewis**, agree to manage the above facility upon opening.

I understand that this is a preliminary agreement and that my employment at the above facility is contingent upon patient census.

  
\_\_\_\_\_  
**Floyda L Lewis RN**

**NOCTURNAL DIALYSIS SPA, LLC**  
**1634 S ARDMORE AVE.**  
**VILLA PARK, ILLINOIS 60181**

**TO WHOM IT MAY CONCERN**

I **Catalina A. Yale**, agree to be the Renal Dietitian at the above facility upon opening.

I understand that this is a preliminary agreement and that my employment at the above facility is contingent upon patient census.

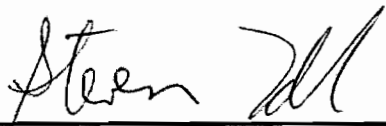
*Catalina A. Yale, R.D., LDN*  
**Catalina A. Yale, RD, LDN**

**NOCTURNAL DIALYSIS SPA, LLC**  
**1634 S ARDMORE AVE.**  
**VILLA PARK, ILLINOIS 60181**

**TO WHOM IT MAY CONCERN**

I Steven Zell, agree to be the Social Worker at the above facility upon opening.

I understand that this is a preliminary agreement and that my employment at the above facility is contingent upon patient census.

A handwritten signature in cursive script, appearing to read 'Steven Zell', followed by a large, stylized 'M' or 'Z' mark.

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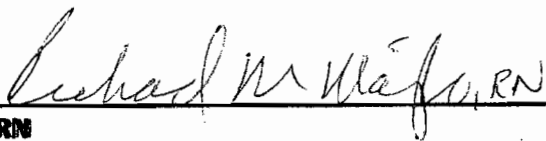
**Steven Zell, LCSW**

**NOCTURNAL DIALYSIS SPA, LLC**  
**1634 S ARDMORE AVE.**  
**VILLA PARK, ILLINOIS 60181**

**TO WHOM IT MAY CONCERN**

I **Richard M Majko**, agrees to be the charge nurse for the above facility upon opening.

I understand that this is a preliminary agreement and that my employment at the above facility is contingent upon patient census & personal preferences.

 5/21/13  
\_\_\_\_\_  
**Richard M Majko, RN**

**NOCTURNAL DIALYSIS SPA, LLC**  
**1634 S ARDMORE AVE.**  
**VILLA PARK, ILLINOIS 60181**

**TO WHOM IT MAY CONCERN**

I **Kareem Syed-Shah**, agree to be the Administrative assistant/Secretary for the above facility upon opening.

I understand that this is a preliminary agreement and that my employment at the above facility is contingent upon patient census.


  
\_\_\_\_\_  
**Kareem Syed-Shah**

**NOCTURNAL DIALYSIS SPA, LLC**  
**1634 S ARDMORE AVE.**  
**VILLA PARK, ILLINOIS 60181**

**TO WHOM IT MAY CONCERN**

I **Ruth Vega**, agree to be the Dialysis Technician for the above facility upon opening.

I understand that this is a preliminary agreement and that my employment at the above facility is contingent upon patient census.



---

**Ruth Vega, CPCT**

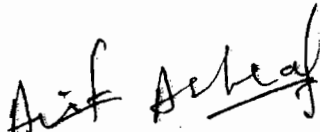


**NOCTURNAL DIALYSIS SPA, LLC**  
**1634 S ARDMORE AVE.**  
**VILLA PARK, ILLINOIS 60181**

**TO WHOM IT MAY CONCERN**

I **Asif Ashraf**, agree to be the Dialysis Technician for the above facility upon opening.

I understand that this is a preliminary agreement and that my employment at the above facility is contingent upon patient census.



---

**Asif Ashraf, CPCT**

**NOCTURNAL DIALYSIS SPA, LLC**  
**1634 S ARDMORE AVE.**  
**VILLA PARK, ILLINOIS 60181**

**TO WHOM IT MAY CONCERN**

**I Aziz Syed, agree to be the Dialysis Technician for the above facility upon opening.**

**I understand that this is a preliminary agreement and that my employment at the above facility is contingent upon patient census.**



---

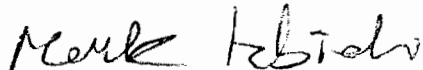
**Aziz Syed, CPCT**

**NOCTURNAL DIALYSIS SPA, LLC**  
**1634 S ARDMORE AVE.**  
**VILLA PARK, ILLINOIS 60181**

**TO WHOM IT MAY CONCERN**

I **Marek Izbicki**, agree to be the Dialysis Technician for the above facility upon opening.

I understand that this is a preliminary agreement and that my employment at the above facility is contingent upon patient census.



---

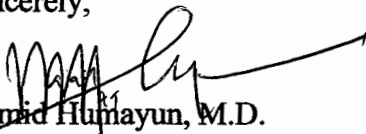
**Marek Izbicki, CPCT**

Courtney Avery  
Executive Secretary  
Illinois Health facilities and Services Review Board  
525 W. Jefferson St.  
2<sup>nd</sup> Floor  
Springfield, Illinois 62761

Dear MS. Avery.

I hereby certify that the proposed medical staff at the Nocturnal Dialysis Spa LLC will be open to all physicians wishing to refer patients to the proposed facility

Sincerely,



Hamid Humayun, M.D.  
President and CEO  
Nocturnal Dialysis Spa, LLC

Support Services 1110.1430,(f)

The appended letter from Dr. Hamid Humayun attests to all of the requirements for support services required by this criterion.

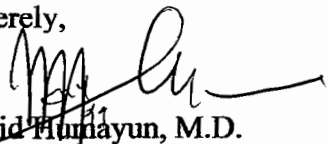
Courtney Avery  
Executive Secretary  
Illinois Health facilities and Services Review Board  
525 W. Jefferson St.  
2<sup>nd</sup> Floor  
Springfield, Illinois 62761

Dear MS. Avery.

I hereby certify that the Nocturnal Dialysis Spa LLC will:

1. Participate in a dialysis system
2. Have available either on staff or through a consulting agreement the following support services:
  - a. Clinical Laboratory Services
  - b. Blood Bank
  - c. Nutrition counseling
  - d. Rehabilitation Services
  - e. Psychiatric services, and
  - f. Social Services.
3. Provide training for self-care dialysis, self =care instruction, home and home-assisted dialysis, and home training provided at the proposed facility.

Sincerely,

  
Hamid Humayun, M.D.  
President and CEO  
Nocturnal Dialysis Spa, LLC

Minimum Number of Stations 1110.1430,(g)

The proposed facility is located in an MSA which means that the minimum number of stations allowed is 8. The applicant is proposing to have 12 stations which exceeds the minimum number of stations allowed.

Courtney Avery  
Executive Secretary  
Illinois Health facilities and Services Review Board  
525 W. Jefferson St.  
2<sup>nd</sup> Floor  
Springfield, Illinois 62761

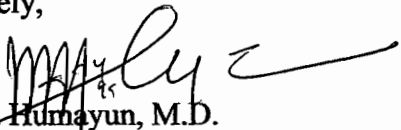
Dear MS. Avery.

I hereby certify that the Nocturnal Dialysis Spa, LLC will by the second year of operation after project completion achieve and maintain the occupancy targets established by the Board in 77 Ill. Adm. Code 1110 for In-Center Hemodialysis.

The facility will also achieve and maintain compliance with the following adequacy of hemodialysis outcome measures for the latest 12-month period for which data is available:

≥85% of hemodialysis patient population achieves urea reduction ratio (URR) ≥65% and ≥85% of hemodialysis patient population achieves Kt/V Daugirdas II.1.2.

Sincerely,

  
Hamid Humayun, M.D.  
President and CEO  
Nocturnal Dialysis Spa, LLC



Continuity of Care 1110.1430,(h)

Appended to this application is a signed transfer agreement with VHS Westlake Hospital to provide any needed hospital inpatient services.

## TRANSFER AGREEMENT

**THIS TRANSFER AGREEMENT** ("Agreement"), made and effective as of JUNE 14, 2012 "Effective Date"), is by and between **VHS Westlake Hospital, Inc.**, a Delaware corporation d/b/a Westlake Hospital ("Hospital"), and Nocturnal Dialysis Spa, LLC, a Illinois corporation d/b/a Villa Park Dialysis ("Facility").

### RECITALS

**WHEREAS**, the parties desire to enter into this Agreement governing the transfer of patients between from Facility to Hospital; both Hospital and Facility are located in Illinois ("State").

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

**NOW, THEREFORE**, to facilitate the continuity of care and the timely transfer of patients and records between the facilities, the parties hereto agree as follows:

### AGREEMENT

1. Transfer of Patients. If Facility believes that a patient of Facility requires the services of Hospital, and the transfer is deemed medically appropriate, a member of the nursing staff of the Facility (or the patient's attending physician) will contact the Hospital's admitting office or Emergency Department to arrange for appropriate treatment as provided herein. All transfers between the facilities shall be made in accordance with applicable federal and state laws and regulations, the standards of the Joint Commission ("TJC") and any other applicable accrediting bodies, and reasonable policies and procedures of the facilities. Neither the decision to transfer a patient nor the decision to not accept a request to transfer a patient shall be predicated upon arbitrary, capricious or unreasonable discrimination or based upon the patient's inability to pay for services rendered by either facility. The Hospital's responsibility for the patient's care shall begin when the patient is admitted to the Hospital.

2. Responsibilities of Facility. Facility shall be responsible to:

(a) Provide, within its capabilities, the medical screening and stabilizing treatment of the patient before transfer.

(b) Arrange for appropriate and safe transportation and care of the patient during transfer in accordance with applicable federal and state laws and regulations.

(c) Designate a person who has authority to represent the Facility and coordinate the transfer of the patient from the Facility.

## TRANSFER AGREEMENT

(d) Notify the Hospital's designated representative before transfer to confirm availability of appropriate facilities, services and staff necessary to provide care to the patient.

(e) Before patient transfer, the transferring physician (if any) shall contact and secure a receiving physician at the Hospital who shall attend to the medical needs of the patient and who will accept responsibility for the patient's medical treatment and hospital care.

(f) Provide, within its capabilities, appropriate personnel, equipment and services to coordinate the transfer of the patient.

(g) Provide, within its capabilities, personnel, equipment and life support measures determined appropriate for the transfer of the patient by the transferring physician.

(h) Forward to the receiving physician and the Hospital a copy of those portions of the patient's medical record that are available and relevant to the transfer and continued care of the patient, including without limitation: records relating to the patient's condition, observations of signs or symptoms, preliminary diagnosis, treatment provided, results of any tests and, with respect to a patient with an emergency medical condition that has not been stabilized, a copy of the patient's informed consent to the transfer or physician certification that the medical benefits of the transfer outweigh the risk of transfer. If all necessary and relevant medical records are not available at the time the patient is transferred, then the Facility shall forward the records as soon as possible.

(i) Transfer the patient's personal effects, including without limitation money and valuables, and information related to those items.

(j) Provide the Hospital any information that is available concerning the patient's coverage or eligibility under a third party coverage plan, Medicare or Medicaid, or a health care assistance program established by a county, public hospital, or hospital district.

(k) Notify the Hospital of an estimated time of arrival for the patient.

(l) Provide for the completion of a certification statement, summarizing the risk and benefits of the transfer of a patient with an emergency medical condition that has not been stabilized, by the transferring physician or other qualified personnel if the physician is not physically present at the facility at the time of transfer.

(m) Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider.

## TRANSFER AGREEMENT

(n) Recognize the right of a patient to request a transfer to the care of a physician and hospital of the patient's choosing.

(o) Recognize the right of a patient to refuse consent to treatment or transfer.

(p) Complete, execute and forward a memorandum of transfer form to the Hospital for every patient who is transferred.

(q) Establish policies and/or protocols for (i) maintaining the confidentiality of the patient's medical records in accordance with applicable state and federal law and (ii) the inventory and safekeeping of any patient valuables sent with the patient to the Hospital.

### 3. Responsibilities of the Hospital. Hospital shall be responsible to:

(a) Confirm with the Facility, as promptly as possible, that the Hospital has available beds and appropriate facilities, services and staff necessary to treat the patient and that the Hospital has agreed to accept transfer of the patient. The transfer of the patient to the Hospital will be done in compliance with the Emergency Medical Treatment and Active Labor Act ("EMTALA"), and will be carried out in accordance with all applicable laws and regulations.

(b) Provide, within its capabilities, appropriate personnel, equipment and services to assist the receiving physician with the receipt and treatment of the patient transferred, maintain a call roster of physicians at the Hospital and provide, on request, the names of on-call physicians to the Facility.

(c) Reserve appropriate beds, facilities and services for patients being transferred from the Facility who have been accepted by the Hospital and a receiving physician, if deemed necessary by a transferring physician, unless the Hospital needs them for an emergency.

(d) Designate a person who has authority to represent and coordinate the transfer and receipt of patients into the facility.

(e) When appropriate and within its capabilities, assist with the transportation of the patient as determined appropriate by the transferring or receiving physician.

(f) Provide the Facility with a copy of the medical records of the patient that were generated at the Hospital, if the Hospital returns the patient to the Facility.

(g) Maintain the confidentiality of the patient's medical records in accordance with applicable state and federal law.

(h) Establish policies and/or protocols for (i) maintaining the confidentiality of the patient's medical records in accordance with applicable state and federal law, (ii) the

## TRANSFER AGREEMENT

receipt of patients into the facility, and (iii) the acknowledgment and inventory of patient valuables transported with patients.

(i) Provide for the return transfer of patients to the Facility when requested by the patient or the Facility and ordered by the patient's attending or transferring physician, if the Facility has a statutory or regulatory obligation to provide health care assistance to the patient and, if transferred back to the Facility, comply with Section 2.

(j) Upon request, provide to the Facility and patient current information concerning the Hospital's eligibility standards and payment practices.

(k) Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider.

(l) Complete, execute, and return the memorandum of transfer form to the Facility.

4. Billing. All charges incurred with respect to any services performed by either facility for patients received from the other facility pursuant to this Agreement shall be billed and collected by the facility providing such services directly from the patient, third party coverage, Medicare or Medicaid, or other sources normally billed by that facility. In addition, it is understood that the physicians or other professional providers that may participate in the care and treatment of the patient will bill professional fees at usual and customary charges. Each facility shall provide information in its possession to the other facility and such physicians/providers sufficient to enable them to bill the patient, responsible party, or appropriate third-party payer.

5. Retransfer; Discharge. At such time as the patient is ready for transfer back to the Facility or another health care facility or for discharge from the Hospital, in accordance with the direction from the Facility and with the proper notification of the patient's family or guardian, the Hospital will transfer the patient to the agreed-upon location. If the Hospital is to transfer the patient back to the Facility, the Hospital will be responsible for the care of the patient up until the time the patient is re-admitted to the Facility.

6. Compliance with Law. Both facilities shall comply with all applicable federal and state laws, rules and regulations, including without limitation those laws and regulations governing the maintenance of medical records and confidentiality of patient information as well as with all standards promulgated by any relevant accrediting agency. Each party represents and warrants to the other party, that it is not an Ineligible Person. An "Ineligible Person" is an individual or entity who: (i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs; or (ii) has been convicted of a criminal offense that falls within the range of activities described in 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

## TRANSFER AGREEMENT

7. Responsibility; Insurance. The facilities shall each be responsible for their own acts and omissions in the performance of their duties hereunder, and the acts and omissions of each facility's own employees and agents. In addition, each party shall maintain, throughout the term of this Agreement, comprehensive general and professional liability insurance and property damage insurance coverage in amounts reasonably acceptable to the other party and shall provide evidence of such coverage upon request.

8. Term. The initial term of this Agreement ("Initial Term") shall be for a period of one year, commencing on the Effective Date. Thereafter, this Agreement shall automatically be renewed for an additional period of one (1) year unless either party terminates this Agreement in accordance with the provisions set forth in paragraph 9 herein. To the extent that this Agreement is automatically renewed, each such renewal term shall be upon the same terms and conditions of the immediate, preceding renewal term.

9. Termination.

(a) Termination Without Cause. Either party may terminate this Agreement at any time without cause by giving the other party at least 30 days prior written notice of such termination (a "Without Cause Notice of Termination").

(b) Termination for Breach: Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, *provided* that, to effect such termination, the non-breaching party must give the breaching party at least 15 days prior written notice of the termination (a "Breach Notice of Termination") and describe in such notice the breach claimed by the terminating party.

(c) Immediate Termination. Either facility may terminate this Agreement immediately by written notice to the other facility (an "Immediate Notice of Termination") upon the occurrence of any of the following events:

(1) The other facility's license in the State lapses or is denied, suspended, revoked, terminated, relinquished or made subject to terms of probation or other restriction;

(2) The other facility becomes debarred, excluded, or suspended, or if any other event occurs that makes the other facility an Ineligible Person;

(3) The other facility closes or ceases patient care operations to such an extent that patient care cannot be carried out adequately.

(d) Effective Date of Termination; Opportunity to Cure. The effective date of termination of this Agreement shall be (i) in the case of a termination pursuant to Section 9(a), the date of termination specified in the Without Cause Notice of Termination, *provided* that such date shall not be less than 30 days after the date such

## TRANSFER AGREEMENT

Without Cause Notice of Termination is given, (ii) in the case of a termination pursuant to Section 9(b), the date of termination specified in the Breach Notice of Termination, *provided* such date shall not be less than 15 days after the date such Breach Notice of Termination is given, and (iii) in the case of a termination pursuant to Section 9(c), the date on which the Immediate Notice of Termination is given. If a party terminates this Agreement pursuant to either Section 9(a) or Section 9(c), the other party shall have no rights to cure or contest the termination of this Agreement. If a party terminates this Agreement pursuant to Section 9(b), the other party shall have the right to cure the breach described in the Breach Notice of Termination prior to the effective date of termination set forth in such notice, *provided* that, if the breach is not cured during such period, this Agreement shall automatically terminate on the date of termination set forth in the Breach Notice of Termination.

(e) Effect of Termination. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason of such termination: Sections 4, 7, 8(e), and 12.

10. Disputes. In the event that there is any question regarding the interpretation or implementation of this Agreement, the facilities agree to form a joint committee of three persons from each facility, who shall meet and attempt to reach a mutually satisfactory resolution of the issue within three business days of a request by either facility for such meeting.

11. Entire Agreement; Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. Any reference to this Agreement shall include each and every exhibit, each of which is fully incorporated into this Agreement where referenced.

12. Governing Law. This Agreement shall be construed in accordance with the laws of the State. The provisions of this Section shall survive expiration or termination of this Agreement regardless of the cause of such termination.

13. Counterparts; Transmission by Electronic Means. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. This Agreement, and any executed counterpart of a signature page to this Agreement, may be transmitted by fax or e-mail, and delivery of an executed counterpart of a signature page to this Agreement by fax or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

## TRANSFER AGREEMENT

14. Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given if given in writing (i) on the date tendered by personal delivery, (ii) on the date received by facsimile or other electronic means, (iii) on the date tendered for delivery by nationally recognized overnight courier, or (iv) on the date tendered for delivery by United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, in any event addressed as follows:

If to Westlake Hospital:  
William A. Brown, FACHE  
1225 Lake Street  
Melrose Park, IL 60160  
Attention: Chief Executive Officer  
Facsimile (708) 938-7974  
Email Address: [wbrown@westlakehosp.com](mailto:wbrown@westlakehosp.com)

With copy to:  
Vanguard Health Systems, Inc.  
20 Burton Hills Blvd., Ste. 100  
Nashville, Tennessee 37215  
Attn: General Counsel  
Facsimile: 615.665.6197  
Email: [generalcounsel@vanguardhealth.com](mailto:generalcounsel@vanguardhealth.com)

If to Villa Park Dialysis  
11634 S. Ardmore Ave  
Villa Park, IL 60181  
630 297-4607  
Facsimile No.:  
Email Address:

or to such other persons or places as either party may from time to time designate by written notice to the other.

15. Waiver. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

16. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. Assignment; Binding Effect. Neither facility may assign or transfer this Agreement in whole or in part, or assign or delegate any of facility's rights, duties or obligations under this Agreement, in each case without the prior written consent of the other facility, and any assignment, transfer or delegation by the facility without such consent shall be null and void. Notwithstanding the foregoing, either facility may assign this Agreement, in whole but not in part, without the consent of (but with prior notice to) the other facility in connection with the sale of all or substantially all of the assets constituting the facility. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

18. Referrals. The parties acknowledge that none of the benefits granted either facility hereunder are conditioned on any requirement that a facility make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other facility.



## TRANSFER AGREEMENT

19. Financial Obligation. Neither facility shall incur any financial obligation on behalf of the other facility without the prior written approval of the other facility.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the day and year first above written.

Nocturnal Dialysis Spa, LLC  
D/B/A Villa Park Dialysis

By: [Signature]  
Name: [Signature]  
Title: CEO.  
Date signed: 6/7/12

VHS Westlake Hospital, Inc  
D/B/A Westlake Hospital

By: William A. Brown  
Name: WILLIAM A. BROWN  
Title: CEO  
Date signed: 6/14/12

Relocation of Facilities 1110.1430,(i)

THIS CRITERION IS NOT APPLICABLE TO THE PROPOSED PROJECT.

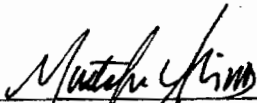
Assurances 1110.1430,(j)

The letter appended to this attachment provides the assurances required by this criterion.

**ATTACHMENT ITEM:**  
**CAPITAL CONTRIBUTION PLEDGES**

**To Whom It May Concern**

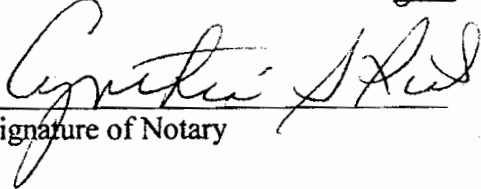
This is to inform you that I have subscribed to purchase stock or other shares of ownership of the **Nocturnal Dialysis Spa LLC. located at 1634S Ardmore, Villa Park Illinois 60181.** The amount of the purchase is \$27,562/ (Twenty Seven thousand and five sixty two US Dollars) which will represent a 12.25% ownership of the company. I certify that I have liquid assets in this amount that have been identified for this purpose and that the funds will be immediately available upon receipt of a Certificate of Need from the Illinois Health Facilities & Services Review Board.



\_\_\_\_\_  
Mustafa Mohammed Ali, MD. / Member

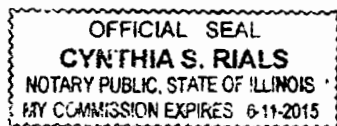
**Notarization:**

Subscribed and sworn to me this 27 day of NOVEMBER, 2012



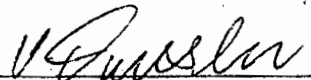
\_\_\_\_\_  
Signature of Notary

Seal



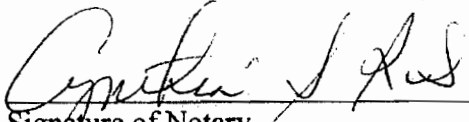
**To Whom It May Concern**

This is to inform you that I have subscribed to purchase stock or other shares of ownership of the **Nocturnal Dialysis Spa LLC. located at 1634S Ardmore, Villa Park Illinois 60181.** The amount of the purchase is \$27,562/ (Twenty Seven thousand and five sixty two US Dollars) which will represent a 12.25% ownership of the company. I certify that I have liquid assets in this amount that have been identified for this purpose and that the funds will be immediately available upon receipt of a Certificate of Need from the Illinois Health Facilities & Services Review Board.

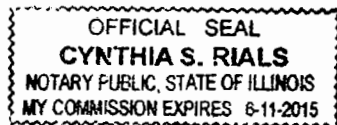
  
Vaseem Qureshi, MD. / Member

**Notarization:**

Subscribed and sworn to me this 27 day of NOVEMBER, 2012

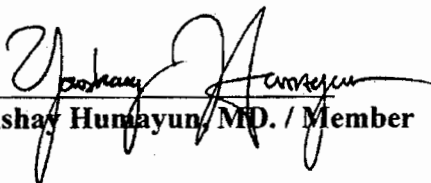
  
Signature of Notary

Seal



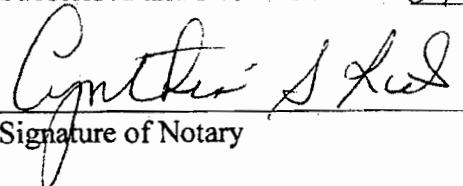
**To Whom It May Concern**

This is to inform you that I have subscribed to purchase stock or other shares of ownership of the **Nocturnal Dialysis Spa LLC. located at 1634S Ardmore, Villa Park Illinois 60181.** The amount of the purchase is \$27,562/ (Twenty Seven thousand and five sixty two US Dollars) which will represent a 12.25% ownership of the company. I certify that I have liquid assets in this amount that have been identified for this purpose and that the funds will be immediately available upon receipt of a Certificate of Need from the Illinois Health Facilities & Services Review Board.

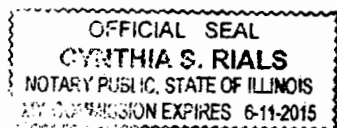
  
Youshay Humayun, MD. / Member

**Notarization:**

Subscribed and sworn to me this 27 day of NOVEMBER, 2012

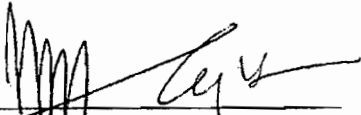
  
Signature of Notary

Seal



**To Whom It May Concern**

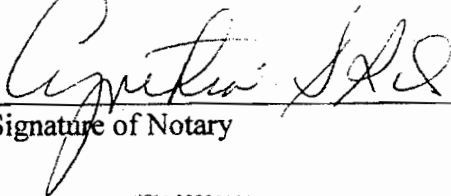
This is to inform you that I have subscribed to purchase stock or other shares of ownership of the **Nocturnal Dialysis Spa LLC. located at 1634S Ardmore, Villa Park Illinois 60181.** The amount of the purchase is \$114,750.00/ (One hundred & fourteen thousand and seven fifty US Dollars) which will represent a 51% ownership of the company. I certify that I have liquid assets in this amount that have been identified for this purpose and that the funds will be immediately available upon receipt of a Certificate of Need from the Illinois Health Facilities & Services Review Board.



**Hamid Hamayun, MD. / Member /Investor**

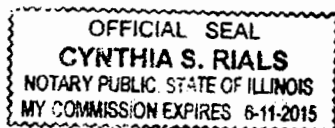
**Notarization:**

Subscribed and sworn to me this 27 day of NOVEMBER, 2012



Signature of Notary

Seal





ATTACHMENT ITEM:  
CHASE BANK LOAN LETTER

ATTACHMENT - 39

263

Chase Business Banking Term Sheet  
November 13, 2012

Summary of Proposed Terms

This is not a commitment or an offer to lend but only describes a general outline of some of the proposed terms for discussion purposes. This term sheet does not purport to summarize all terms, conditions, representations, warranties and other provisions that may be contained in loan documentation. Neither the proposed terms herein nor any oral understandings relating to a loan are binding unless and until such terms or understandings have been reduced to a written agreement executed by both the proposed borrower and the Bank. The pricing, terms and conditions included in this term sheet are based on market conditions on the date hereof and are subject to change.

Bank JPMorgan Chase Bank, N.A. (the "Bank")

Borrower Nocturnal Dialysis Spa LLC (the "Borrower")

Guarantors Dr. Hamid Humayun and Dr. Shaheen Humayun, jointly and severally  
Humayun's SC

Amount

Term Loan \$1,000,000

Interest Rate: 84 month fixed rate of 6.50%

Facility Type

Term Loan: 84 months

Commercial Term Loan - Secured

Use of Proceeds

Term Loan:

Commercial Term Loan - Equipment financing, build out financing  
and general business financing

---

**Term/Maturities****Term Loan:**

**Commercial Term Loan - 60 months**

Equal monthly payments (including principal and interest) beginning the first month after closing.

---

**Interest Rates****Commercial Term Loan**

Fixed: Fixed rate set immediately prior to the closing and based on an index of the 5 year Treasury Constant Maturity Rate

---

**Prepayment**

One or more of the Loans may be subject to Prepayment Premium.

---

**Other Fees**

---

**Related Costs**

Including, but not limited to, appraisal, environmental assessment, title insurance, survey, mortgage taxes and reasonable attorneys' fees payable whether or not a closing occurs.

---

**Collateral**

First priority security interest in substantially all business assets of the Borrower, and its Subsidiaries and the guarantors including but not limited to, Accounts Receivable, Inventory, Machinery and Equipment, General Intangibles.

B-1

- **100%** of Eligible Equipment based on cost/fair market value

All of the Collateral described other than any such Mortgage/Deed of Trust lien on the Property, together with any other property on which Bank has a lien to secure Borrower's obligations, shall secure all existing and future obligations owed to Bank, including, the facilities described in this term sheet.

---

As previously indicated, the terms of any credit transaction will be set forth in a loan agreement and/or other loan documents which may include conditions, representations, warranties, requirements, provisions and other terms not described or mentioned in this term sheet. The pricing, terms and conditions included in this term sheet are based on market conditions on the date hereof and are subject to change

# CHASE

## To Whom It May Concern

Humayun's SC has been a Customer of Chase Bank, NA since May 1991 and Maple Avenue Kidney Center LLC. (Dialysis Facility) since December 2001.

All accounts have been handled in a most satisfactory manner, we had not have any problem with overdrafts or returned checks. Prior and current loans with Chase Bank have also been handled appropriately and paid as agreed.

Chase Bank considers Maple Avenue Kidney Center and Humayun's SC as a very satisfying account relationship.

Chase Bank would be very interested in reviewing the opportunity to finance their upcoming new facility named **"NOCTURNAL DIALYSIS SPA LLC."** At **1634 S Ardmore, Villa Park, Illinois 60181** as per the requirement of IHFSB (Illinois Health Facilities services & review Board) for CON (Certification of Need) purpose.

Should you need further confirmation, please feel free to contact me at 708-579-4475.

Sincerely,

---

Sr.Relationship Manager/Vice President

ATTACHMENT ITEM:  
DIALYSIS SPA PROPERTY LEASE

## COMMERCIAL INTENT TO LEASE AGREEMENT

This Commercial Intent to Lease Agreement ("Lease") is made, executed on May, 20<sup>th</sup> 2012, and effective from the Com Approval / Com Permit (approval date, by the Illinois Health Facilities and Services Review Board) by and between HT 786 Trust ("Landlord") and Nocturnal Dialysis Spa LLC ("Tenant").

Landlord is the owner of premises, 1634 S Ardmore, Villa Park, Illinois 60181. Landlord desires to lease the Premises to Tenant, for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

### 1. Term.

A. Landlord hereby leases the Premises to Tenant, and Tenant hereby agrees to lease the above mentioned property measuring, 6000sqft. for an "Initial Term" (Conditional) for a period of 5 years. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of 5 year. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

### 2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \$120,000.00 per year, payable in installments of \$10,000.00 per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 110 Livery Circle, Oak Brook, Illinois 60523 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of \$10,000/-.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be 3% more i.e. (12X\$10,300)per year payable in installments of \$10,300per month.

### 3. Use

The tenant shall use the premises for Health Care Services. Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

### 4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

### 5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

### 6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

### 7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.



#### 8. Insurance.

A. If the Leased Premises or any other party of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

#### 9. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

#### 10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

#### 11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

#### 12. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

### 13. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

### 14. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

### 15. Condemnation.

If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

### 16. Security Deposit.

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder.

Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

17. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Wasay Humayun, MD

110 Livery Circle, Oak Brook, Illinois 60523.

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If to Tenant to:

Hamid Humayun, MD.

5140 N California Ave. Suite 700, Chicago IL 60625

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

18. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

19. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

20. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

**21. Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

**22. Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

**23. Performance.**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

**24. Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

**25. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

\_\_\_\_\_  
Wasay Humayun, MD.      Date

(Landlord)

\_\_\_\_\_  
Harrod Humayun, MD.      Date

(Tenant)

**NEW DEBT  
COMMERCIAL LOAN**

LOAN AMOUNT \$931,288.00  
 INTEREST RATE 6.50% 0.005416666667  
 TERM(MONTHS) 7 84  
 PAYMENT AMOUNT \$13,829.10

FIRST PAYMENT APR 2013

**LOAN AMORTIZATION**

		\$931,288		NEW MORTGAGE	
PAYMENT #	PAYMENT	PRINCIPAL	INTEREST	REMAIN BAL	
2013	1	\$13,829.10	\$8,784.63	\$5,044.48	\$922,503.37
	2	\$13,829.10	\$8,832.21	\$4,996.89	\$913,671.17
	3	\$13,829.10	\$8,880.05	\$4,949.05	\$904,791.12
	4	\$13,829.10	\$8,928.15	\$4,900.95	\$895,862.97
	5	\$13,829.10	\$8,976.51	\$4,852.59	\$886,886.46
	6	\$13,829.10	\$9,025.13	\$4,803.97	\$877,861.32
		\$13,829.10	\$9,074.02	\$4,755.08	\$868,787.30
	8	\$13,829.10	\$9,123.17	\$4,705.93	\$859,664.13
2014		\$13,829.10	\$9,172.59	\$4,656.51	\$850,491.54
	10	\$13,829.10	\$9,222.27	\$4,606.83	\$841,269.27
	11	\$13,829.10	\$9,272.23	\$4,556.88	\$831,997.04
	12	\$13,829.10	\$9,322.45	\$4,506.65	\$822,674.59
	13	\$13,829.10	\$9,372.95	\$4,456.15	\$813,301.64
	14	\$13,829.10	\$9,423.72	\$4,405.38	\$803,877.93
	15	\$13,829.10	\$9,474.76	\$4,354.34	\$794,403.16
	16	\$13,829.10	\$9,526.08	\$4,303.02	\$784,877.08
	17	\$13,829.10	\$9,577.68	\$4,251.42	\$775,299.39
	18	\$13,829.10	\$9,629.56	\$4,199.54	\$765,669.83
2015	19	\$13,829.10	\$9,681.72	\$4,147.38	\$755,988.11
	20	\$13,829.10	\$9,734.17	\$4,094.94	\$746,253.94
	21	\$13,829.10	\$9,786.89	\$4,042.21	\$736,467.05
	22	\$13,829.10	\$9,839.91	\$3,989.20	\$726,627.14
	23	\$13,829.10	\$9,893.20	\$3,935.90	\$716,733.94
	24	\$13,829.10	\$9,946.79	\$3,882.31	\$706,787.14
	25	\$13,829.10	\$10,000.67	\$3,828.43	\$696,786.47
	26	\$13,829.10	\$10,054.84	\$3,774.26	\$686,731.63
	27	\$13,829.10	\$10,109.31	\$3,719.80	\$676,622.32
	28	\$13,829.10	\$10,164.06	\$3,665.04	\$666,458.26
2016	29	\$13,829.10	\$10,219.12	\$3,609.98	\$656,239.14
	30	\$13,829.10	\$10,274.47	\$3,554.63	\$645,964.67
	31	\$13,829.10	\$10,330.13	\$3,498.98	\$635,634.54
	32	\$13,829.10	\$10,386.08	\$3,443.02	\$625,248.46
	33	\$13,829.10	\$10,442.34	\$3,386.76	\$614,806.12
	34	\$13,829.10	\$10,498.90	\$3,330.20	\$604,307.22
	35	\$13,829.10	\$10,555.77	\$3,273.33	\$593,751.44
	36	\$13,829.10	\$10,612.95	\$3,216.15	\$583,138.50
	37	\$13,829.10	\$10,670.44	\$3,158.67	\$572,468.06
	38	\$13,829.10	\$10,728.23	\$3,100.87	\$561,739.83
	39	\$13,829.10	\$10,786.34	\$3,042.76	\$550,953.48

**NEW DEBT  
COMMERCIAL LOAN**

LOAN AMOUNT \$931,288.00  
 INTEREST RATE 6.50% 0.005416666667  
 TERM(MONTHS) 7 84  
 PAYMENT AMOUNT \$13,829.10

FIRST PAYMENT APR 2013

**LOAN AMORTIZATION**

		\$931,288	NEW MORTGAGE	
PAYMENT #	PAYMENT	PRINCIPAL	INTEREST	REMAIN BAL
	40	\$13,829.10	\$10,844.77	\$2,984.33 \$540,108.71
	41	\$13,829.10	\$10,903.51	\$2,925.59 \$529,205.20
	42	\$13,829.10	\$10,962.57	\$2,866.53 \$518,242.63
	43	\$13,829.10	\$11,021.95	\$2,807.15 \$507,220.67
	44	\$13,829.10	\$11,081.66	\$2,747.45 \$496,139.01
	45	\$13,829.10	\$11,141.68	\$2,687.42 \$484,997.33
2017	46	\$13,829.10	\$11,202.03	\$2,627.07 \$473,795.30
	47	\$13,829.10	\$11,262.71	\$2,566.39 \$462,532.59
	48	\$13,829.10	\$11,323.72	\$2,505.38 \$451,208.87
	49	\$13,829.10	\$11,385.05	\$2,444.05 \$439,823.82
	50	\$13,829.10	\$11,446.72	\$2,382.38 \$428,377.09
	51	\$13,829.10	\$11,508.73	\$2,320.38 \$416,868.37
	52	\$13,829.10	\$11,571.06	\$2,258.04 \$405,297.30
	53	\$13,829.10	\$11,633.74	\$2,195.36 \$393,663.56
	54	\$13,829.10	\$11,696.76	\$2,132.34 \$381,966.80
	55	\$13,829.10	\$11,760.12	\$2,068.99 \$370,206.69
	56	\$13,829.10	\$11,823.82	\$2,005.29 \$358,382.87
	57	\$13,829.10	\$11,887.86	\$1,941.24 \$346,495.01
2018	58	\$13,829.10	\$11,952.25	\$1,876.85 \$334,542.76
	59	\$13,829.10	\$12,017.00	\$1,812.11 \$322,525.76
	60	\$13,829.10	\$12,082.09	\$1,747.01 \$310,443.67
	61	\$13,829.10	\$12,147.53	\$1,681.57 \$298,296.14
	62	\$13,829.10	\$12,213.33	\$1,615.77 \$286,082.81
	63	\$13,829.10	\$12,279.49	\$1,549.62 \$273,803.32
	64	\$13,829.10	\$12,346.00	\$1,483.10 \$261,457.32
	65	\$13,829.10	\$12,412.87	\$1,416.23 \$249,044.45
	66	\$13,829.10	\$12,480.11	\$1,348.99 \$236,564.34
	67	\$13,829.10	\$12,547.71	\$1,281.39 \$224,016.63
	68	\$13,829.10	\$12,615.68	\$1,213.42 \$211,400.95
	69	\$13,829.10	\$12,684.01	\$1,145.09 \$198,716.93
	70	\$13,829.10	\$12,752.72	\$1,076.38 \$185,964.22
	71	\$13,829.10	\$12,821.80	\$1,007.31 \$173,142.42
	72	\$13,829.10	\$12,891.25	\$937.85 \$160,251.17
	73	\$13,829.10	\$12,961.07	\$868.03 \$147,290.10
	74	\$13,829.10	\$13,031.28	\$797.82 \$134,258.82
	75	\$13,829.10	\$13,101.87	\$727.24 \$121,156.95
	76	\$13,829.10	\$13,172.84	\$656.27 \$107,984.12
	77	\$13,829.10	\$13,244.19	\$584.91 \$94,739.93
	78	\$13,829.10	\$13,315.93	\$513.17 \$81,424.00

NEW DEBT  
COMMERCIAL LOAN

LOAN AMOUNT \$931,288.00  
INTEREST RATE 6.50% 0.005416666667  
TERM(MONTHS) 7 84  
PAYMENT AMOUNT \$13,829.10

FIRST PAYMENT APR 2013

LOAN AMORTIZATION \$931,288 NEW MORTGAGE

PAYMENT #	PAYMENT	PRINCIPAL	INTEREST	REMAIN BAL
79	\$13,829.10	\$13,388.06	\$441.05	\$68,035.94
80	\$13,829.10	\$13,460.57	\$368.53	\$54,575.37
81	\$13,829.10	\$13,533.49	\$295.62	\$41,041.88
82	\$13,829.10	\$13,606.79	\$222.31	\$27,435.09
83	\$13,829.10	\$13,680.50	\$148.61	\$13,754.60
84	\$13,829.10	\$13,754.60	\$74.50	(\$0.00)

ANNUAL TOTALS

				\$931,288.00
2013	\$124,468.98	\$80,796.46	\$43,665.46	\$850,491.54
2014	\$165,949.22	\$114,024.50	\$51,924.73	\$736,467.05
2015	\$165,949.22	\$121,660.93	\$44,288.30	\$614,806.12
2016	\$165,949.22	\$129,808.79	\$36,140.44	\$484,997.33
2017	\$165,949.22	\$138,502.32	\$27,446.90	\$346,495.01



10-25-12

Att: Dr. Hamid Humayun  
Nocturnal Dialysis Spa LLC.  
1634 S Ardmore, Villa Park II 60181

**de lage landen** 

1111 Old Eagle School Road  
Wayne, PA 19087  
800 275 1415

I am pleased to offer the following finance options for your review:

Equipment	Phoenix 36X with 3 year warranty 12 x \$13,600				
Equipment Cost	\$163,200.00				
Options and Terms (in Months)	24	36	48	60	72
<b>\$1 purchase option</b>					
0 advance payment	\$7,194.94	\$4,939.76	\$3,845.49	\$3,185.56	\$2,737.94
<b>FMV</b>					
0 advance payment	\$6,105.15	\$4,405.42	\$3,585.99	\$2,989.33	\$2,989.33

The payments are predicated on an index ("Index Rate") of like term London Interbank Offered Rates (LIBOR) as of the proposal date. In the event that the Index Rate increases between the proposal date and lease commencement, the final payment will be increased accordingly, and fixed for the term of the agreement.

Monthly payments are subject to credit approval, final review of equipment, and applicable state sales tax.  
Please call me at 610-386-5702 if you have any questions.

I appreciate the opportunity to work with you.

Sincerely,

Jay Darley

The proposal for financing for the customer named herein ("Customer") regarding the equipment described herein ("Equipment") by De Lage Landen (DLL) is for discussion purposes only. This Letter is an indication of interest regarding a possible financing transaction on the general terms and conditions outlined herein and should not be construed as a commitment.

Either DLL or Customer may terminate discussions at any time in its sole discretion. If made, an approval by DLL would be in a separate writing and would be subject to legal and business due diligence and credit review, with results satisfactory to DLL, in its sole discretion. Customer acknowledges that the terms of the financing (if approved) may change before final documentation is executed by the parties. No financing terms will be binding on either party until definitive documentation is signed by Customer and DLL. This Letter is not a statement of all terms and conditions of the financing, which terms and conditions would be contained fully in final documentation and would supercede the terms of this Letter. This Letter is intended for the use of the Customer only, and no other party may rely upon or derive any legal rights from this Letter.

**Unless stated otherwise, this proposal expires in thirty days.**



14143 Denver West Parkway

Lakewood, CO 80401 USA

Customer Number: 100565

Contract Number: 270548

### PRICING QUOTATION

Nocturnal Dialysis Spa LLC.

1634 S Ardmore Ave.

Villa Park, IL 60181

Requested by: Eric Landstrom, Territory Manager

Date: October 31, 2012

The following Pricing Quotation is for the supply of Gambro Renal Products, Inc. ("Gambro"), a Colorado corporation, Products, Equipment and/or Services for your consideration.

Product No.	Description	Minimum Quantity per Order	Each Price	Extended Price
103453	PHOENIX DIALYSIS SYSTEM	12	\$13,600.00	\$163,200.00

Installation is provided by Gambro.

Lead-time on delivery of PHOENIX Equipment is approximately 12+ weeks after receipt of the purchase order.

Warranty: Gambro's one year standard manufacturer's Warranty for PHOENIX is attached to and incorporated herein ("Warranty"), Schedule B.

PHOENIX Extended Warranty with PM: Gambro will provide to Customer an additional twenty-four (24) months warranty for the PHOENIX Dialysis Systems purchased under this Purchase Agreement. Preventative Maintenance (PM) is included.

**All products are subject to availability based upon Gambro's current product portfolio.**

This Pricing Quotation is subject to the "Terms and Conditions" as stated in Schedule A, attached to and incorporated herein.

**Purchase Order Requirements:** See Terms and Conditions for complete details.

These prices are effective October 31, 2012 through December 31, 2015. This Pricing Quotation supersedes all previous Pricing Quotations/proposals for same products. Pricing is not retroactive.

This Pricing Quotation involves a discount, made in accordance with Section 1128B(b)(3) of the Social Security Act and its implementing regulations (42 C.F.R. §1001.952(h)), which must be fully and accurately disclosed and reported in applicable cost reports(s) and upon request by the Secretary of HHS or a State agency.

Gambro offers a variety of maintenance agreements to accommodate the specific needs of virtually any clinic or hospital. Following are the Maintenance Options:

❖ Premium Program – All-inclusive manufacturer maintenance program:

- Regularly scheduled preventive maintenance
- No additional charge for service visits
- All labor, parts and normal travel expenses are included
- Telephone response from a service representative within four hours and on-site response within 48 hours, Monday through Friday, 7 a.m. to 7 p.m., except holidays

❖ Cooperative Program – Premium Program peace of mind at a reduced cost:

- Assign your own staff technician(s) - with Gambro training – to oversee and perform equipment maintenance and repairs
- Your technician(s) screens all repair calls, performs minor to moderate repairs, and relies on Gambro's Technical Assistance Service Department for support
- Maximize equipment reliability through manufacturer – recommended preventive maintenance
- Emergency repair service includes travel, labor, and parts
- Commonly needed spare parts are included
- Telephone response from a service representative within four hours and on-site response within 48 hours, Monday through Friday, 7 a.m. to 7 p.m., except holidays

❖ Preventive Maintenance – Only Program – Inspect, calibrate and service equipment at manufacturer specified intervals:

- Pricing on a per machine basis
- All travel costs are not included

- Complete documentation confirms that all systems, calibrations and functions meet manufacturers' specifications
- Repair parts beyond those specifically required to meet manufacturers' specifications are discounted only during the preventive maintenance
- Any repair call during the first six months following preventive maintenance is discounted

❖ Time and Materials Service:

- Contact us whenever repairs or service are needed. A simple purchase order number, or a blanket purchase order covering a specified time period, is all that's necessary. One of our manufacturer-certified service representatives will be immediately scheduled for a call to your facility.

Additional Gambro product offerings are available at [www.usa-gambro.com](http://www.usa-gambro.com).

Additional Gambro services:

- ❖ Technical Assistance Services – technical troubleshooting available by phone plus technical bulletin updates at <http://tech.usa-gambro.com>.

Nocturnal Dialysis Spa LLC.

October 31, 2012

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Thank you for the opportunity to quote on your requirements. If you have any questions or need further assistance, please contact Eric Landstrom at 630-346-7822 or me at (800) 525-2623 extension 101-6677.

**Contracts Department Fax Number: 303-222-6812**

Regards,

Gambro Renal Products, Inc.



Linda C. Kyer

Lead Contract Administrator

cc: Eric Landstrom, Territory Manager

Andy Carroll, Regional Manager

**SCHEDULE A**

**TERMS AND CONDITIONS**

(Attached to and incorporated in the Pricing Quotation by and between Nocturnal Dialysis Spa LLC.  
and Gambro dated October 31, 2012.)

1. Freight and Delivery

Equipment, accessories, software, spare parts and manuals are shipped freight prepaid and added to the invoice. Any extra charges for expediting, tailgate service, inside delivery, fuel surcharges, re-delivery, etc., will also be prepaid and added to the invoice.

Customer must inspect the shipment and notify Gambro in writing of any irregularity within ten (10) days of receipt of the shipment. In the absence of timely written notice, acceptance will be conclusively presumed.

2. Shipping

Gambro's shipping terms are FOB Shipping Point (Gambro warehouse). However, in the event that product is damaged or lost in transit from Gambro, Customer may choose to:

1. Request that Gambro refund or replace product based upon Customer's option. In that instance, Customer would assign to Gambro Customer's rights to file a claim with the carrier or
2. File a damage or loss claim with the carrier

FOB Shipping Point is only to convey title transfer to Customer as soon as the product leaves the Gambro dock.

3. Limitations on Sales and Use

Sale of the Products described in this Pricing Quotation is subject to (a) Gambro's standard terms and conditions of sale, as stated herein, (b) Gambro's acceptance of an order conforming to such terms and conditions, and (c) Gambro verification of Customer's credit. Customer agrees that all Products purchased from Gambro are for use in United States and/or authorized United States territories only. All Products are to be used by Customer's facility and are not to be resold. Gambro reserves the right to discontinue the sale of any Product after providing Customer thirty (30) days prior written notice.

4. Payment

Payment Terms are 100%, Net 30 calendar days. In the event that any amounts are not paid when due, or on undisputed invoices, past due accounts will be subject to a service charge of 1 ½ % per month or the highest rate permitted by applicable law (whichever is lower). The non-prevailing party agrees to pay all reasonable attorney's fees and expenses that the prevailing party may incur in successfully enforcing or defending its rights hereunder. All payments by Customer shall be made to the "remit to" address set forth on the Gambro invoice.

5. Taxes

Quoted prices do not include sales, use, excise or similar taxes. Customer agrees to pay promptly any and all applicable taxes, assessments or other charges levied or assessed on or with respect to acquisition, possession, or use of the Equipment or Products, or shall reimburse Gambro if Gambro has paid such taxes.

6. Returns

Gambro Equipment is non-returnable, except in the event Equipment is shipped due to a Gambro error (arrangements for which should be discussed and agreed with Gambro's logistics department).



**SCHEDULE A, Con't.**

**TERMS AND CONDITIONS**

(Attached to and incorporated in the Pricing Quotation by and between Nocturnal Dialysis Spa LLC.  
and Gambro dated October 31, 2012.)

7. Warranty

Gambro expressly warrants equipment, supplies and services pursuant to printed Limited Warranty terms that are attached hereto as Schedule B ("Warranty") or can be obtained from Gambro. These express Warranties contain Gambro's sole responsibility and Customer's sole remedies and are expressly in lieu of all other warranties, including without limitation, the implied warranties of merchantability or fitness for a particular purpose. No person has the authority to make any representation or warranty other than those set forth in the attached Schedule B ("Warranty").

8. Purchase Order Requirements

A valid written purchase order from the Customer is required prior to shipment of all Equipment, and must include, and not be limited to, the following information.

- Complete Bill to and Ship to address
- Catalog number, description and quantity of items being purchased
- Price per item
- Payment Terms as stated herein
- Freight Terms as stated herein
- Shipping term (FOB Shipping Point) as stated herein
- Lift Gate and/or Inside Delivery requirements, if needed

If terms and conditions or additional verbiage on any purchase order or any supporting documents from Customer differ from those terms and conditions set forth herein, then the terms and conditions of this Quotation shall take precedence. Customer will be required to revise such purchase order and/or supporting documents accordingly.

9. Force Majeure

Neither Gambro nor Customer (each, a "Party") shall be held liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for failure or delay in fulfilling or performing any provision of, or obligation under this Agreement when such failure or delay is caused by or results from strikes, lockouts, concerted acts of workers or other industrial disturbances, fires, explosions, floods, or other natural catastrophes, civil disturbances, riots, or armed conflict, whether declared or undeclared, curtailment, shortage, rationing, or allocation, of normal sources of supply, labor, materials, transportation, energy, or utilities, accidents, acts of God, sufferance of or voluntary compliance with acts of government or governmental regulation, (whether or nor valid) embargoes, or any other cause which is beyond the reasonable control of the non-performing Party (an "Event of Force Majeure"). Gambro will immediately notify Customer upon the occurrence of any such Event of Force Majeure that would affect the ability of Gambro to fulfill an outstanding order from Customer and shall include in such notice Gambro's good faith estimate of the expected duration thereof.

**SCHEDULE A, Con't.**

**TERMS AND CONDITIONS**

(Attached to and incorporated in the Pricing Quotation by and between Nocturnal Dialysis Spa LLC.  
and Gambro dated October 31, 2012.)

10. Confidentiality

The contents of this Agreement, including the pricing information and the other terms and conditions of sale, are considered to be Gambro's "Confidential Information" and is provided for the exclusive use of Customer and may not be disclosed to a third party, other than those officials (including independent auditors) and employees whose duties require knowledge thereof, without the prior written consent of Gambro. Customer shall take such precautions with Gambro's Confidential Information as it normally takes with its own highly confidential and proprietary information to prevent unauthorized disclosure. In the event Customer is requested or required by law to disclose Confidential Information of Gambro, Customer shall provide Gambro with prompt notice of such request or requirement. Any breach or threatened breach of this Section 10 shall entitle Gambro to injunctive relief in addition to any other remedies it may have at law or in equity.

Nocturnal Dialysis Spa LLC.

October 31, 2012

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**SCHEDULE B**

(Attached to and incorporated in the Pricing Quotation by and between Nocturnal Dialysis Spa LLC.

and Gambro dated October 31, 2012.)

**PHOENIX DIALYSIS SYSTEM**

**Gambro Warranty - United States of America**

Gambro will at its option, replace or repair, at no charge to the original Customer, any part of the Gambro PHOENIX Dialysis System which is found to be defective in factory material or workmanship during the first twelve months from date of installation, regardless of the hourmeter reading.

Optional feature components that are installed after a machine has been placed in service are subject to a separate warranty applicable to such components.

This Limited Warranty does not cover certain components, such as filters, that are subject to normal wear. In addition, this Warranty does not include replacement or repair of any part that fails because of misuse, accident, neglect, or failure to use and maintain the unit in accordance with instructions provided in the PHOENIX Operator's Manual, or because of alterations made by other than Gambro authorized service personnel. Repairs required as a result of abuse or misuse of the equipment, as determined by Gambro in good faith, will be charged to the Customer.

Performance of scheduled preventive maintenance procedures as described in the Operator's Manual is the responsibility of the owner and is not covered by this Warranty. Failure to perform preventative maintenance procedures will invalidate this Warranty.

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL Gambro BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE**

**FURNISHING, FUNCTIONING OR THE OWNER'S USE OF THE EQUIPMENT.** Some states may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Warranty gives you specific legal rights and you may also have other rights that vary from state to state.

To request service under this Warranty, the Customer should call the Gambro Technical Service Response Center at the telephone number below. Please provide the name, model number, and serial number of the equipment.

Gambro Renal Products, Inc.

14143 Denver West Parkway

Lakewood, CO 80401 USA

1-800-525-2623

**NOCTURNAL DIALYSIS SPA LLC  
FORECASTED VIABILITY RATIOS WORKSHEET**

	<i>2015</i>	<i>2016</i>	<i>2017</i>
<b><u>CURRENT RATIO</u></b>			
1. CURRENT ASSETS	\$437,875	\$840,238	\$1,259,454
2. CURRENT LIABILITIES	\$217,041	\$234,814	\$243,473
3. CURRENT RATIO (LINE 1 DIVIDED BY LINE 2)	2.02	3.58	5.17
<b><u>NET MARGIN PERCENTAGE</u></b>			
4. NET INCOME OR (LOSS)	\$421,687	\$898,770	\$933,431
5. NET OPERATING REVENUE	\$1,611,498	\$2,230,923	\$2,286,696
6. NET MARGIN PERCENTAGE (LINE 4 DIVIDED BY LINE 5)	26.17%	40.29%	40.82%
<b><u>DEBT SERVICE COVERAGE RATIO</u></b>			
NET INCOME(LOSS)+DEPR+			
7. INTEREST+AMORTIZATION	\$589,241	\$1,058,687	\$1,085,200
8. PRINCIPAL + INTEREST	\$165,949	\$114,024	\$51,925
9. DEBT SERVICE COVERAGE RATIO (LINE 7 DIVIDED BY LINE 8)	3.6	9.3	20.9
<b><u>DEBT CAPITALIZATION RATIO</u></b>			
10. LONG TERM DEBT	\$614,806	\$484,997	\$346,495
11. LONG TERM DEBT + EQUITY	\$1,261,494	\$2,030,455	\$2,825,383
12. DEBT CAPITALIZATION RATIO (LINE 10 DIVIDED BY LINE 11)	48.74%	23.89%	12.26%
<b><u>DAYS CASH</u></b>			
13. CASH AND INVESTMENTS	\$293,319	\$645,464	\$1,061,114
14. OPER EXPENSE LESS DEPR/365	\$2,943	\$3,333	\$3,391
15. DAYS CASH ON HAND(LINE13/LINE 14)	99.7	193.7	312.9
<b><u>CUSHION RATIO</u></b>			
16. CASH AND INVESTMENTS	\$293,319	\$645,464	\$1,061,114
17. MAX ANNUAL DEBT SER	\$165,949	\$165,949	\$165,949
18. CUSHION (LINE 16/LINE 17)	1.8	3.9	6.4

NOCTURNAL DIALYSIS SPA LLC  
FORECASTED BALANCE SHEET

	<i>2015</i>	<i>2016</i>	<i>2017</i>
<b><u>ASSETS</u></b>			
CURRENT ASSETS:			
CASH	\$293,319	\$645,464	\$1,061,114
ACCOUNTS RECEIVABLE	\$128,920	\$178,474	\$182,936
PREPAID EXPENSES	\$10,800	\$9,605	\$8,542
INVENTORY	\$4,836	\$6,695	\$6,863
TOTAL CURRENT ASSETS	\$437,875	\$840,238	\$1,259,454
PROPERTY AND EQUIPMENT			
BUILDINGS & IMPROVEMENTS	\$726,780	\$726,780	\$726,780
FURNITURE & EQUIPMENT	\$429,508	\$429,508	\$429,508
LESS ACCUMULATED DEPRECIATION	(\$115,629)	(\$231,258)	(\$346,887)
NET PROPERTY & EQUIPMENT	\$1,040,659	\$925,030	\$809,401
RESERVES AND OTHER ASSETS	\$0	\$500,000	\$1,000,000
<b>TOTAL ASSETS</b>	<b>\$1,478,534</b>	<b>\$2,265,268</b>	<b>\$3,068,855</b>
<b><u>LIABILITIES AND EQUITY</u></b>			
CURRENT LIABILITIES:			
ACCOUNTS PAYABLE	\$73,369	\$85,430	\$87,562
ACCRUED EXPENSES	\$22,011	\$19,575	\$17,409
CURRENT PORTION OF LONG TERM	\$121,661	\$129,809	\$138,502
SECURITY DEPOSITS	\$0	\$0	\$0
TOTAL CURRENT LIABILITIES	\$217,041	\$234,814	\$243,473
LONG-TERM DEBT	\$614,806	\$484,997	\$346,495
<b>TOTAL LIABILITIES</b>	<b>\$831,847</b>	<b>\$719,811</b>	<b>\$589,968</b>
<b>EQUITY:</b>			
CAPITAL	\$225,000	\$646,687	\$1,545,457
OPERATING PROFIT OR LOSS	\$421,687	\$898,770	\$933,431
TOTAL EQUITY	\$646,687	\$1,545,457	\$2,478,888
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$1,478,534</b>	<b>\$2,265,268</b>	<b>\$3,068,856</b>

NOCTURNAL DIALYSIS SPA LLC  
FORECASTED INCOME STATEMENT

	<i>2015</i>	<i>2016</i>	<i>2017</i>
<u>INCOME</u>	\$1,611,498	\$2,230,923	\$2,286,696
<u>OPERATING COSTS AND EXPENSES</u>			
CLINICAL TREATMENT COSTS	\$346,861	\$447,761	\$458,955
SOCIAL SERVICES COSTS	\$31,980	\$32,780	\$33,599
DIETARY COSTS	\$32,780	\$33,599	\$34,439
HOUSEKEEPING AND PLANT COSTS	\$18,214	\$18,618	\$19,037
EMPLOYEE WELFARE COSTS	\$114,878	\$132,622	\$135,937
GENERAL AND ADMINISTRATIVE COSTS	\$299,599	\$307,089	\$314,767
BAD DEBTS (CHARITY CARE)	\$48,345	\$66,928	\$68,601
 TOTAL OPERATING COSTS	 \$892,657	 \$1,039,396	 \$1,065,335
 <u>NET OPERATING INCOME</u>	 \$718,841	 \$1,191,527	 \$1,221,361
<u>CAPITAL EXPENSES</u>			
DEPRECIATION	\$115,629	\$115,629	\$115,629
INTEREST EXPENSE	\$51,925	\$44,288	\$36,140
RENT	\$129,600	\$132,840	\$136,161
REAL ESTATE TAXES	\$0	\$0	\$0
AMORTIZATION OF LOAN COSTS	\$0	\$0	\$0
 TOTAL CAPITAL EXPENSES	 \$297,154	 \$292,757	 \$287,930
 <u>NET INCOME OR (LOSS)</u>	 \$421,687	 \$898,770	 \$933,431



	2015	2016	2017
<b><u>SCHEDULE 1-PROJECTED REVENUE</u></b>			
<b>TREATMENTS BY PAYOR TYPE</b>			
PRIVATE PAY	1354	1829	1829
EXCEPTIONAL CARE	0	0	0
MEDICAID	0	0	0
MEDICARE	5417	7316	7316
MCO-NET	0	0	0
TOTAL	6771	9145	9145
<b>EST REVENUE BY TYPE</b>			
PRIVATE PAY	\$663,558	\$918,615	\$941,581
EXCEPTIONAL CARE	\$0	\$0	\$0
MEDICAID	\$0	\$0	\$0
MEDICARE	\$947,940	\$1,312,308	\$1,345,115
MCO-NET	\$0	\$0	\$0
TOTAL	\$1,611,498	\$2,230,923	\$2,286,696
<b><u>SCHEDULE 2-PROJECTED COSTS</u></b>			
<b>CLINICAL COSTS</b>			
SALARIES	\$314,769	\$404,345	\$414,453
CLINICAL SUPPLIES	\$29,018	\$40,264	\$41,271
MEDICAL DIRECTOR	\$3,075	\$3,152	\$3,231
TOTAL CLINICAL COSTS	\$346,861	\$447,761	\$458,955
<b>SOCIAL SERVICES COSTS</b>			
SALARIES	\$31,980	\$32,780	\$33,599
SOCIAL WORKER CONSULTANT	\$0	\$0	\$0
TOTAL SOCIAL SERVICES	\$31,980	\$32,780	\$33,599
<b>DIETARY COSTS</b>			
SALARIES	\$32,780	\$33,599	\$34,439
FOOD COST	\$0	\$0	\$0
KITCHEN SUPPLIES	\$0	\$0	\$0
DIETICIAN	\$0	\$0	\$0
TOTAL DIETARY	\$32,780	\$33,599	\$34,439
<b>HOUSEKEEPING AND PLANT COSTS</b>			
UTILITIES	\$12,300	\$12,608	\$12,923
SCAVENGER & EXTERMINATOR	\$5,535	\$5,673	\$5,815
REPAIRS & MAINTENANCE	\$0	\$0	\$0
ELEVATOR MAINTENANCE	\$0	\$0	\$0
FIRE CONSULTANT	\$379	\$337	\$299
TOTAL PLANT	\$18,214	\$18,618	\$19,037

	<i>2015</i>	<i>2016</i>	<i>2017</i>
GENERAL AND ADMINISTRATIVE COSTS			
SALARIES	\$251,629	\$257,920	\$264,368
SUPPLIES AND EXPENSES	\$21,833	\$22,378	\$22,938
INSURANCE	\$24,600	\$25,215	\$25,845
TELEPHONE	\$1,538	\$1,576	\$1,615
TOTAL ADMIN	\$299,599	\$307,089	\$314,767
EMPLOYEE WELFARE COSTS			
PAYROLL TAXES	\$69,074	\$79,743	\$81,737
HEALTH, WELFARE, AND EMP BEN	\$30,558	\$35,278	\$36,160
WORKERS COMP INSURANCE	\$9,744	\$11,249	\$11,531
CLASSIFIED ADVERTISING	\$5,501	\$6,351	\$6,510
TOTAL EMPLOYEE WELFARE	\$114,878	\$132,622	\$135,937

**Criterion 1120.140 - Economic Feasibility****A. Reasonableness of Financing Arrangements**

The applicant is proposing to use all funds of the LLC prior to borrowing

**B. Conditions of Debt Financing**

Appended to this attachment is the required letter from the applicant indicating that the form of debt financing chosen will be the least costly method available, and a statement which indicates that leasing and existing building as well as the necessary equipment to provide this service is less costly than constructing a new building and purchasing the equipment.

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

<b>COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE</b>									
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)	
Dialysis		\$85.50			6,000			\$513,000	\$513,000
Contingency		\$9.25			0			\$55,500	\$55,500
<b>TOTALS</b>		<b>\$94.75</b>			<b>6,000</b>			<b>\$568,500</b>	<b>\$568,500</b>
* Include the percentage (%) of space for circulation									

**D. Projected Operating Cost (Equivalent Patient Day data is not possible to project)**

Salaries	\$728,643
Supplies	\$62,643
Welfare and Benefits	\$135,937
<b>Total Direct Costs</b>	<b>\$927,223</b>

Year of Target Utilization	2016
Treatments per year	9145

Resultant Costs Per Treatment    \$101.39

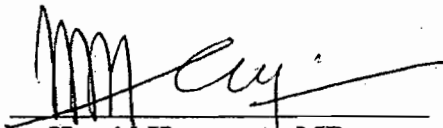
**E. Projected Capital Costs (Equivalent Patient Day data is not possible to project)**

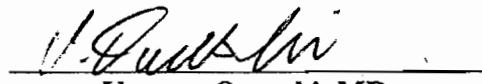
Total Annual capital Costs	\$296,078
Projected Utilization (Treatments) (2016)	9,145
Capital Cost per Treatment	\$32.38

**B. Criterion 1120.310(b), Conditions of Debt Financing**

Read the criterion and provide a notarized statement signed by two authorized representatives of the applicant entity (in the case of a corporation, one must be a member of the board of directors) that attests to the following as applicable:

1. The selected form of debt financing the project will be at the lowest net cost available or if a more costly form of financing is selected, that form is more advantageous due to such terms as prepayment privileges, no required mortgage, access to additional debt, term (years) financing costs, and other factors;
2. All or part of the project involves the leasing of equipment or facilities and the expenses incurred with such leasing are less costly than constructing a new facility or purchasing new equipment.

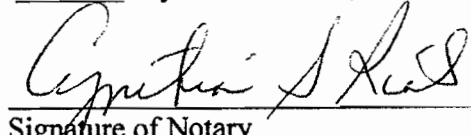
  
**Hamid Humayun, MD.**  
Board Member / Officer

  
**Vaseem Qureshi, MD.**  
Board Member / Officer

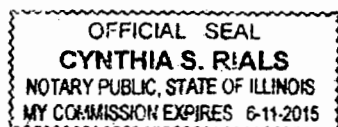
**Notarization:**

Subscribed and sworn before me this

27 day of November, 2012.

  
Signature of Notary

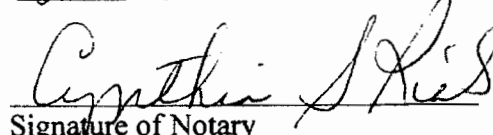
Seal:



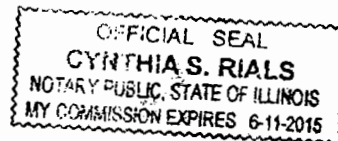
**Notarization:**

Subscribed and sworn before me this

27 day of November, 2012.

  
Signature of Notary

Seal:



## Safety Net Impact Statement

This project will result in a positive impact on the ability of other providers and health care systems to cross subsidize safety net services. The capacity of hospitals and other facilities is impacted by their ability to discharge patients to appropriate facilities for care in a timely fashion. This project will give them another option for doing these transfers. It is also important to note that the provision of Nocturnal Dialysis (longer Time Dialysis) has been shown in studies to reduce complications from dialysis and reduce the frequency of hospitalization for Dialysis patients, which will allow for a better use of health care dollars in the system as a whole.

Since this facility is proposed by a new LLC, which has not previously operated health care facilities in Illinois or elsewhere it is not possible to provide historical charity care figures. The applicant is committed to provide dialysis care to all individuals in need of the service regardless of their ability to pay.

## Nocturnal Dialysis Spa

### Charity Care

Payor Mix	2014	2015
Billed Government Treatments	5417	7316
Billed Commercial Treatments	1354	1829
Total Treatments	6771	9145

### Charity Care

Net Revenue	\$1,611,498	\$2,230,923
Bad Debt/Charity Care	\$48,345	\$66,928
Ratio of Bad Debt to Revenue	0.03	0.03