

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT**ORIGINAL**

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

16-036

This Section must be completed for all projects.

RECEIVED**Facility/Project Identification**

Facility Name:	Springfield Central Dialysis	SEP 06 2016
Street Address:	600 North Grand Avenue West	
City and Zip Code:	Springfield, Illinois 62702	
County:	Sangamon	Health Service Area: 3
		Health Planning

HEALTH FACILITIES &
SERVICES REVIEW BOARD**Applicant /Co-Applicant Identification**

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

Exact Legal Name:	DaVita HealthCare Partners Inc.
Address:	2000 16 th Street, Denver, CO 80202
Name of Registered Agent:	Illinois Corporation Service Company
Name of Chief Executive Officer:	Kent Thiry
CEO Address:	2000 16 th Street, Denver, CO 80202
Telephone Number:	(303) 405-2100

Type of Ownership of Applicant/Co-Applicant

☐ Non-profit Corporation	☐ Partnership
☒ For-profit Corporation	☐ Governmental
☐ Limited Liability Company	☐ Sole Proprietorship
☐ Other	
- o Corporations and limited liability companies must provide an Illinois certificate of good standing. - o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.	

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

Primary Contact

[Person to receive ALL correspondence or inquiries]

Name:	Tim Tincknell
Title:	Administrator
Company Name:	DaVita HealthCare Partners Inc.
Address:	1600 West 13th Street, Suite 3 Chicago, Illinois 60608
Telephone Number:	312-243-9286
E-mail Address:	timothy.tincknell@davita.com
Fax Number:	866-586-3214

Additional Contact

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

Name:	Cindy Emley
Title:	Regional Operations Director
Company Name:	DaVita HealthCare Partners Inc.
Address:	2930 South Montvale Drive, Suite A, Springfield, Illinois 62704
Telephone Number:	217-547-1229
E-mail Address:	cindy.emley@davita.com
Fax Number:	866-620-0543

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT****SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION**

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Springfield Central Dialysis		
Street Address: 600 North Grand Avenue West		
City and Zip Code: Springfield, Illinois 62702		
County: Sangamon	Health Service Area: 3	Health Planning Area: 3

Applicant /Co-Applicant Identification

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

Exact Legal Name: DVA Renal Healthcare, Inc.	
Address: 2000 16 th Street, Denver, CO 80202	
Name of Registered Agent: Illinois Corporation Service Company	
Name of Chief Executive Officer: Kent Thiry	
CEO Address: 2000 16 th Street, Denver, CO 80202	
Telephone Number: (303) 405-2100	

Type of Ownership of Applicant/Co-Applicant

☐ Non-profit Corporation	☐ Partnership
☒ For-profit Corporation	☐ Governmental
☐ Limited Liability Company	☐ Sole Proprietorship ☐ Other
- o Corporations and limited liability companies must provide an Illinois certificate of good standing. - o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.	

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

Primary Contact

[Person to receive ALL correspondence or inquiries]

Name: Tim Tincknell
Title: Administrator
Company Name: DaVita HealthCare Partners Inc.
Address: 1600 West 13th Street, Suite 3 Chicago, Illinois 60608
Telephone Number: 312-243-9286
E-mail Address: timothy.tincknell@davita.com
Fax Number: 866-586-3214

Additional Contact

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

Name: Cindy Emley
Title: Regional Operations Director
Company Name: DaVita HealthCare Partners Inc.
Address: 2930 South Montvale Drive, Suite A, Springfield, Illinois 62704
Telephone Number: 217-547-1229
E-mail Address: cindy.emley@davita.com
Fax Number: 866-620-0543

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: Charles Sheets
Title: Attorney
Company Name: Polsinelli PC
Address: 161 North Clark Street, Suite 4200, Chicago, Illinois 60601
Telephone Number: 312-873-3605
E-mail Address: csheets@polsinelli.com
Fax Number: 312-873-3793

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Palestra Real Estate Partners, Inc.
Address of Site Owner: 808 Montparnasse Place, Newtown Square, PA 19073
Street Address or Legal Description of Site: 1.500 acres located in Part of the East 50.5 feet of the north 163.9 feet of Lot 46 and the West part of Lot 45, all in Andrew Elliott's Subdivision of the North Half of the Northeast Quarter of Section 28, Township 16 North, Range 5 West of the Third Principal Meridian, Springfield, Illinois. Final Lot dimensions to be determined by a boundary survey performed by an Illinois Professional Land Surveyor.

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

Operating Identity/Licensee

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

Exact Legal Name: DVA Renal Healthcare, Inc.	
Address: 2000 16 th Street, Denver, CO 80202	
☐ Non-profit Corporation ☒ For-profit Corporation ☐ Limited Liability Company	☐ Partnership ☐ Governmental ☐ Sole Proprietorship
☐ Other	
- Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. - Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. - Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	

APPEND DOCUMENTATION AS ATTACHMENT-3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Organizational Relationships

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

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

Flood Plain Requirements

[Refer to application instructions.]

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

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

Historic Resources Preservation Act Requirements

[Refer to application instructions.]

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

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

DESCRIPTION OF PROJECT**1. Project Classification**

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

Part 1110 Classification:

☒ Substantive☐ Non-substantive

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.

DaVita HealthCare Partners Inc. and DVA Renal Healthcare Inc. (the "Applicants") seek authority from the Illinois Health Facilities and Services Review Board (the "Board") to discontinue their existing 21-station dialysis facility at 932 North Rutledge Street, Springfield, Illinois 62702 and establish a 21-station dialysis facility at 600 North Grand Avenue West, Springfield, Illinois 62702 (the "Replacement Facility"). The proposed dialysis facility will include approximately 9,092 gross square feet.

This project has been classified as substantive because it involves the establishment of a health care facility.

Project Costs and Sources of Funds

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

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs			
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts	\$1,695,116		\$1,695,116
Modernization Contracts			
Contingencies	\$110,000		\$110,000
Architectural/Engineering Fees	\$139,104		\$139,104
Consulting and Other Fees	\$109,500		\$109,500
Movable or Other Equipment (not in construction contracts)	\$802,044		\$802,044
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment	\$2,268,496		\$2,268,496
Other Costs To Be Capitalized (Net Book Value of Existing Equipment)			
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	\$5,124,260		\$5,124,260
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$2,855,764		\$2,855,764
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)	\$2,268,496		\$2,268,496
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS	\$5,124,260		\$5,124,260

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 \$ <u>\$0</u>		

Project Status and Completion Schedules

For facilities in which prior permits have been issued please provide the permit numbers.	
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): March 31, 2019	
Indicate the following with respect to project expenditures or to obligation (refer to Part 1130.140):	
☐ Purchase orders, leases or contracts pertaining to the project have been executed.	
☐ Project obligation is contingent upon permit issuance. Provide a copy of the contingent "certification of obligation" document, highlighting any language related to CON Contingencies	
☒ Project obligation will occur after permit issuance.	
APPEND DOCUMENTATION AS ATTACHMENT 8 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

State Agency Submittals

Are the following submittals up to date as applicable:
☐ Cancer Registry
☐ APORS
☒ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
☒ All reports regarding outstanding permits
Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.

Cost Space Requirements

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

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

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

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.

FACILITY NAME:		CITY:			
REPORTING PERIOD DATES: From: to:					
Category of Service	Authorized Beds	Admissions	Patient Days	Bed Changes	Proposed Beds
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))					
TOTALS:					

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

SIGNATURE

Arturo Sida

PRINTED NAME

Assistant Corporate Secretary

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this ____ day of ____

Signature of Notary

Seal

SIGNATURE

Michael D. Staffieri

PRINTED NAME

Chief Operating Officer – Kidney Care

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 15th day of July 2016

Signature of Notary

Seal

CONSTANCE L CATHEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 2002423248
MY COMMISSION EXPIRES JANUARY 16, 2018

*Insert EXACT legal name of the applicant

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On July 27, 2016 before me, Kimberly Ann K. Burgo, Notary Public
(here insert name and title of the officer)

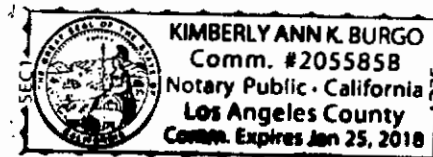
personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Certification re CON Application (Springfield Central Dialysis)

Document Date: July 27, 2016

Number of Pages: 1 (one)

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s): _____

☐ Individual

☒ Corporate Officer

Assistant Corporate Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita HealthCare Partners Inc.

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

SIGNATURE

Arturo Sida

PRINTED NAME

Assistant Corporate Secretary

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this ____ day of ____

Signature of Notary

Seal

SIGNATURE

Michael D. Staffieri

PRINTED NAME

Chief Operating Officer – Kidney Care

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 15th day of July 2016

Signature of Notary

Seal

CONSTANCE L CATHEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024033248
MY COMMISSION EXPIRES JANUARY 16, 2018

*Insert EXACT legal name of the applicant

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On July 27, 2016 before me, Kimberly Ann K. Burgo, Notary Public
(here insert name and title of the officer)

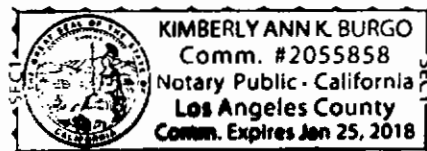
personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kimberly Ann K. Burgo
Signature



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Certification re CON Application (Springfield Central Dialysis)

Document Date: July 27, 2016

Number of Pages: 1 (one)

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s):

☐ Individual

☒ Corporate Officer

Assistant Corporate Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DVA Renal Healthcare, Inc.

SECTION II. DISCONTINUATION

This Section is applicable to any project that involves discontinuation of a health care facility or a category of service. **NOTE:** If the project is solely for discontinuation and if there is no project cost, the remaining Sections of the application are not applicable.

Criterion 1110.130 - Discontinuation

READ THE REVIEW CRITERION and provide the following information:

GENERAL INFORMATION REQUIREMENTS

1. Identify the categories of service and the number of beds, if any that is to be discontinued.
2. Identify all of the other clinical services that are to be discontinued.
3. Provide the anticipated date of discontinuation for each identified service or for the entire facility.
4. Provide the anticipated use of the physical plant and equipment after the discontinuation occurs.
5. Provide the anticipated disposition and location of all medical records pertaining to the services being discontinued, and the length of time the records will be maintained.
6. For applications involving the discontinuation of an entire facility, certification by an authorized representative that all questionnaires and data required by HFSRB or DPH (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation, and that the required information will be submitted no later than 60 days following the date of discontinuation.

REASONS FOR DISCONTINUATION

The applicant shall state the reasons for discontinuation and provide data that verifies the need for the proposed action. See criterion 1110.130(b) for examples.

IMPACT ON ACCESS

1. Document that the discontinuation of each service or of the entire facility will not have an adverse effect upon access to care for residents of the facility's market area.
2. Document that a written request for an impact statement was received by all existing or approved health care facilities (that provide the same services as those being discontinued) located within 45 minutes travel time of the applicant facility.
3. Provide copies of impact statements received from other resources or health care facilities located within 45 minutes travel time, that indicate the extent to which the applicant's workload will be absorbed without conditions, limitations or discrimination.

APPEND DOCUMENTATION AS ATTACHMENT-10, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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 Board 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.

54619340.2

--54619340.2--

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:

Provide the following information:

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

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

ASSURANCES:

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
☒ In-Center Hemodialysis	21	21

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(j) - "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:

\$2,855,764	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;
_____	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.
_____	c)	Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
\$2,268,496 (FMV of Lease)	d)	Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including:
	1)	For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated;
	2)	For revenue bonds, proof of the feasibility of securing the specified amount and interest rate;
	3)	For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.;
	4)	For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment;
	5)	For any option to lease, a copy of the option, including all terms and conditions.
_____	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;
_____	f)	Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
_____	g)	All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project
\$5,124,260	TOTAL FUNDS AVAILABLE	
APPEND DOCUMENTATION AS ATTACHMENT 36 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 37 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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

Provide Data for Projects Classified as:	Category A or Category B (last three years)			Category B (Projected)
Enter Historical and/or Projected Years:				
Current Ratio				
Net Margin Percentage				
Percent Debt to Total Capitalization				
Projected Debt Service Coverage				
Days Cash on Hand				
Cushion Ratio				

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

2. Variance

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 38 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 39, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM

XI. Safety Net Impact Statement

SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for ALL SUBSTANTIVE AND DISCONTINUATION PROJECTS:

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

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

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

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

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

	Outpatient			
	Total			
	Medicaid (revenue)			
	Inpatient			
	Outpatient			
	Total			

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

XII. Charity Care Information

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

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

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

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

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

APPEND DOCUMENTATION AS ATTACHMENT 41 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Section I, Identification, General Information, and Certification

Applicants

Certificates of Good Standing for DaVita HealthCare Partners Inc. and DVA Renal Healthcare, Inc. (collectively, the "Applicants" or "DaVita") are attached at Attachment – 1. DVA Renal Healthcare, Inc. is the operator of Springfield Central Dialysis. Springfield Central Dialysis is a trade name of DVA Renal Healthcare, Inc. and is not separately organized. As the person with final control over the operator, DaVita HealthCare Partners Inc. is named as an applicant for this CON application. DaVita HealthCare Partners Inc. does not do business in the State of Illinois. A Certificate of Good Standing for DaVita HealthCare Partners Inc. from the state of its incorporation, Delaware, is attached.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "DAVITA HEALTHCARE PARTNERS INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-THIRD DAY OF NOVEMBER, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "DAVITA HEALTHCARE PARTNERS INC." WAS INCORPORATED ON THE FOURTH DAY OF APRIL, A.D. 1994.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



2391269 8300

SR# 20151041024

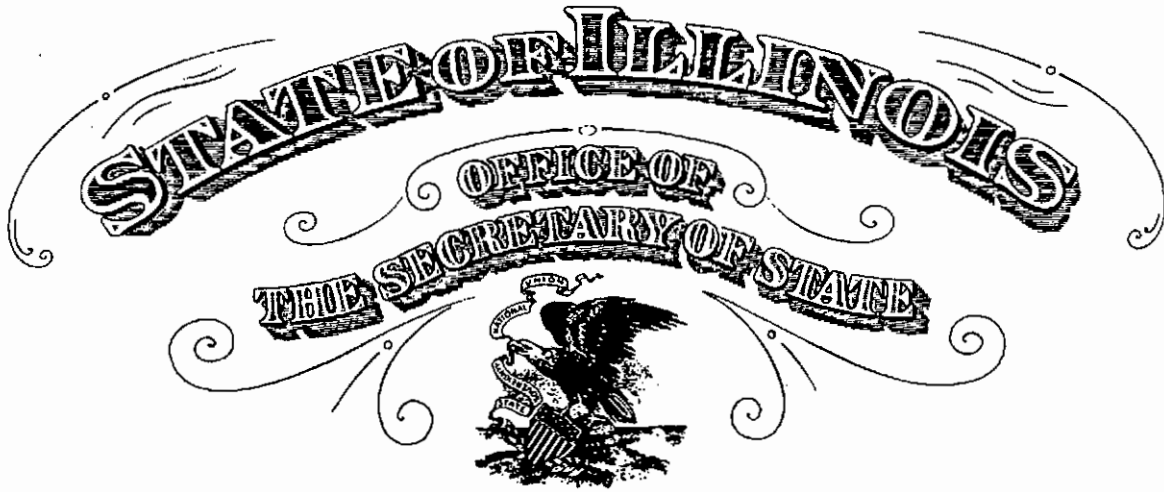
You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

Authentication: 10475571

Date: 11-23-15



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

DVA RENAL HEALTHCARE, INC., INCORPORATED IN TENNESSEE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 23, 2000, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 1618901250 verifiable until 07/07/2017
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 7TH
day of JULY A.D. 2016 .***

Jesse White

SECRETARY OF STATE

Section I, Identification, General Information, and Certification
Site Ownership

The letter of intent between Palestra Real Estate Partners, Inc. and DVA Renal Healthcare, Inc. to lease the facility located at 600 North Grand Avenue West, Springfield, Illinois 62702 is attached at Attachment - 2.

August 23, 2016

Mr. Vince Curran
Palestra Real Estate Partners, Inc.
808 Montparnasse Place
Newtown Square, PA 19073

RE: LOI – 600 N Grand Ave W, Springfield, IL 62702

Mr. Curran:

Cushman & Wakefield ("C&W") has been authorized by Total Renal Care, Inc. a subsidiary of DaVita HealthCare Partners, Inc. to assist in securing a lease requirement. DaVita HealthCare Partners, Inc. is a Fortune 200 company with revenues of approximately \$13 billion. They operate 2,278 outpatient dialysis centers across the US and 124 internationally.

Below is the proposal outlining the terms and conditions wherein the Tenant is willing to lease the subject premises:

<u>PREMISES:</u>	To be constructed building at approximately 600 N Grand Ave W, Springfield, IL 62702
<u>TENANT:</u>	DVA Renal Healthcare, Inc. or related entity to be named
<u>GUARANTY:</u>	DaVita Healthcare Partners, Inc.
<u>LANDLORD:</u>	Palestra Real Estate Partners, Inc. or its assignees or designees
<u>SPACE REQUIREMENTS:</u>	Requirement is for approximately 9,092 SF of ground floor contiguous rentable square feet. Tenant shall have the right to measure space based on ANSI/BOMA Z65.1-1996.
<u>PRIMARY TERM:</u>	15 years
<u>BASE RENT:</u>	\$27.06 psf NNN Y1-Y5; \$29.77 psf NNN Y6-Y10; \$32.75 psf NNN Y11-Y15.
<u>ADDITIONAL EXPENSES:</u>	It is the intention of the Landlord that this Lease is NNN with all utilities separately metered to Tenant and Tenant responsibility. Estimated annual cost per square foot for any and all additional operating expenses for which the Tenant will be responsible for paying including Taxes, Insurance and CAM are estimated to be \$5.00/psf. Landlord to limit the controllable operating expense costs to \$5.00 psf in the first full lease year and no greater than 3% increases annually thereafter.

LANDLORD'S MAINTENANCE:

Landlord, at its sole cost and expense, shall be responsible for the structural and capitalized items (treated per GAAP standards) for the Property.

**POSSESSION AND
RENT COMMENCEMENT:**

Landlord shall deliver Possession of the Premises to the Tenant upon the later of completion of Landlord's required work, mutual lease execution, waiver of CON contingency, or Landlord closing on the property, to be further defined in lease agreement. Rent Commencement shall be the earlier of seven (7) months from Possession or the date each of the following conditions have occurred:

- a. Construction improvements within the Premises have been completed in accordance with the final construction documents (except for nominal punch list items); and
- b. A certificate of occupancy for the Premises has been obtained from the city or county; and
- c. Tenant has obtained all necessary licenses and permits to operate its business.

LEASE FORM:

Tenant's standard lease form that will conform to Chadds Ford, PA as a starting point for negotiations.

USE:

The operation of an outpatient renal dialysis clinic, renal dialysis home training, apheresis services and similar blood separation and cell collection procedures, general medical offices, clinical laboratory, including all incidental, related and necessary elements and functions of other recognized dialysis disciplines which may be necessary or desirable to render a complete program of treatment to patients of Tenant and related office and administrative uses or for any other lawful purpose.

Landlord to verify that the Use is permitted within the premises zoning.

PARKING:

Tenant requests:

- a) A stated parking allocation of four stalls per 1,000 sf or higher if required by code
- b) Handicapped stalls located near the front door to the Premises
- c) A patient drop off area, preferably covered (Please describe the drop off area).

BUILDING SYSTEMS:

Landlord shall warrant that the building's mechanical, electrical, plumbing, HVAC systems, roof, and foundation are in good order and repair for one year after lease commencement. Landlord will remain responsible for ensuring the parking and common areas are ADA compliant.

BASE BUILDING:

Landlord, at Landlord's expense, shall deliver to the premises the Base Building improvements included in the attached Exhibit B, subject to Tenant's architect and project manager approval.

Landlord will make reasonable efforts to coordinate early access for tenant improvements with Tenant's project manager once the building slab is poured, under roof, and exterior walls are up.

OPTION TO RENEW:

Tenant desires three, five-year options to renew the lease. Option rent shall be increased by 10% after Year 15 of the initial term and following each successive five-year option period to be further defined in lease agreement.

**FAILURE TO DELIVER
PREMISES:**

If Landlord has not delivered the premises to Tenant by 255 days from the later of lease execution, waiver of CON contingency, or Landlord closing on property, Tenant may elect to a) terminate the lease by written notice to Landlord or b) elect to receive one day of rent abatement for every day of delay beyond the 255 day delivery period.

HOLDING OVER:

Tenant shall be obligated to pay 110% for the then current rate.

TENANT SIGNAGE:

Tenant shall have the right to install building, monument and pylon signage at the Premises at Tenant's cost, subject to compliance with all applicable laws and regulations.

SUBLEASE/ASSIGNMENT:

Tenant will have the right at any time to sublease or assign its interest in this Lease to any majority owned subsidiaries or related entities of DaVita Healthcare Partners, Inc. without the consent of the Landlord, or to unrelated entities with Landlord reasonable approval to be further defined in lease agreement.

ROOF RIGHTS:

Tenant shall have the right to place a satellite dish on the roof at no additional fee. Installation to be performed by mutually agreed upon contractor so as not damage roof or violate roof warranty. Tenant shall be responsible for its own permits.

NON-COMPETE:

Landlord agrees not to lease space to another dialysis provider within a five mile radius of Premises.

HVAC:

As part of Landlord's work, Landlord shall provide HVAC units meeting the specifications set forth in Exhibit B.

DELIVERIES:

To be determined.

**GOVERNMENTAL
COMPLIANCE:**

Landlord shall represent and warrant to Tenant that Landlord, at Landlord's sole expense, will cause the Premises, common areas, the building and parking facilities to be in full compliance with any governmental laws, ordinances, regulations or orders relating to, but not limited to, compliance with the Americans with Disabilities Act (ADA), and environmental conditions relating to the existence of asbestos and/or other hazardous materials, or soil and ground water conditions, and shall indemnify and hold Tenant harmless from any claims, liabilities and cost arising from environmental conditions not caused by Tenant(s).

CERTIFICATE OF NEED:

Tenant CON Obligation: Landlord and Tenant understand and agree that the establishment of any chronic outpatient dialysis facility in the State of Illinois is subject to the requirements of the Illinois Health Facilities Planning Act, 20 ILCS 3960/1 et seq. and, thus, the Tenant cannot establish a dialysis facility on the Premises or execute a binding real estate lease in connection therewith unless Tenant obtains a Certificate of Need (CON) permit from the Illinois Health Facilities and Services Review Board (HFSRB). Based on the length of the HFSRB review process, Tenant does not expect to receive a CON permit prior to seven (7) months from the latter of an executed LOI or subsequent filing date. In light of the foregoing facts, the parties agree that they shall promptly proceed with due diligence to negotiate the terms of a definitive lease agreement and execute such agreement prior to approval of the CON permit provided, however, the lease shall not be binding on either party prior to approval of the CON permit and the lease agreement shall contain a contingency clause indicating that the lease agreement is not effective prior to CON permit approval. Assuming CON approval is granted, the effective date of the lease agreement shall be the first day of the calendar month following CON permit approval. In the event that the HFSRB does not award Tenant a CON permit to establish a dialysis center on the Premises within seven (7) months from the latter of an executed LOI or subsequent filing date neither party shall have any further obligation to the other party with regard to the negotiations, lease, or Premises contemplated by this Letter of Intent.

BROKERAGE FEE:

Landlord recognizes Cushman & Wakefield ("C&W") as the Tenant's local representative and shall pay a brokerage fee equal 2% of the base rent over the initial 10 year period, 50% shall be due upon mutual lease execution and satisfaction of all contingencies and 50% payable upon occupancy.

PLANS:

Preliminary plans attached hereto.

CONTINGENCIES:

This proposal is subject to the Landlord securing and closing on the subject parcel and timing is subject to all necessary governmental, city and adjoining landowner approval.

In the event the Landlord is not successful in obtaining all necessary approvals including, but not limited to, zoning and use, the Tenant shall have the right, but not the obligation to terminate the lease.

It should be understood that this proposal is subject to the terms of Exhibit A attached hereto. The information in this email is confidential and may be legally privileged. It is intended solely for the addressee. Access to this information by anyone but addressee is unauthorized. Thank you for your time and consideration to partner with DaVita.

Sincerely,

Matthew J. Gramlich

CC: DaVita Regional Operations
DaVita Team Genesis Real Estate

SIGNATURE PAGE

LETTER OF INTENT:

TO BE CONSTRUCTED BUILDING AT
600 N Grand Ave W
Springfield, IL 62702

AGREED TO AND ACCEPTED THIS 24 DAY OF AUGUST 2016

By: Mary Anderson

On behalf of DVA Renal Healthcare, Inc a wholly owned subsidiary of
DaVita Healthcare Partners, Inc.
("Tenant")

AGREED TO AND ACCEPTED THIS 23 DAY OF AUGUST 2016

By: [Signature]

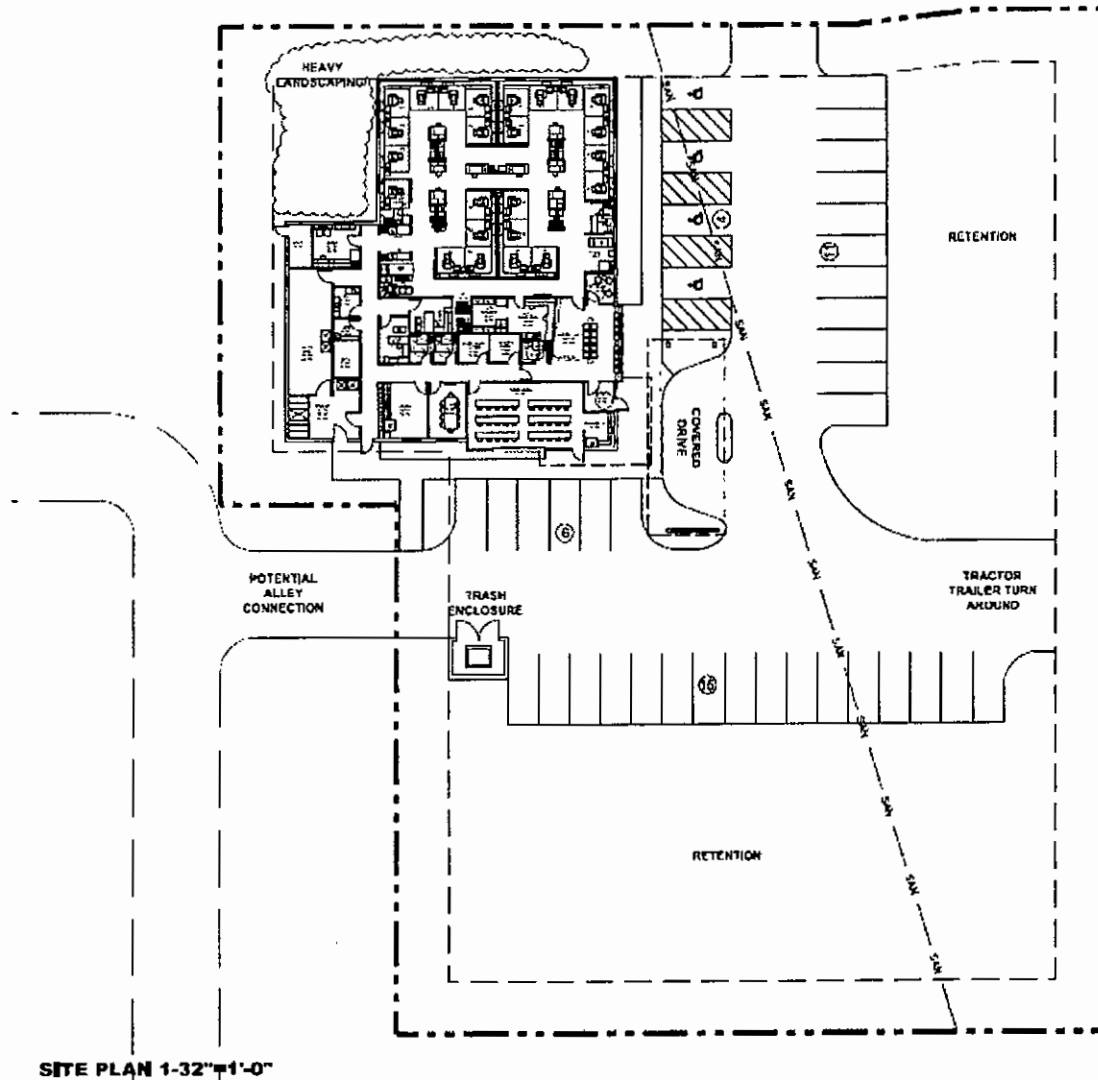
("Landlord")

EXHIBIT A

NON-BINDING NOTICE

NOTICE: THE PROVISIONS CONTAINED IN THIS LETTER OF INTENT ARE AN EXPRESSION OF THE PARTIES' INTEREST ONLY. SAID PROVISIONS TAKEN TOGETHER OR SEPERATELY ARE NEITHER AN OFFER WHICH BY AN "ACCEPTANCE" CAN BECOME A CONTRACT, NOR A CONTRACT. BY ISSUING THIS LETTER OF INTENT NEITHER TENANT NOR LANDLORD (OR C&W) SHALL BE BOUND TO ENTER INTO ANY (GOOD FAITH OR OTHERWISE) NEGOTIATIONS OF ANY KIND WHATSOEVER. TENANT RESERVES THE RIGHT TO NEGOTIATE WITH OTHER PARTIES. NEITHER TENANT, LANDLORD OR C&W INTENDS ON THE PROVISIONS CONTAINED IN THIS LETTER OF INTENT TO BE BINDING IN ANY MANNER, AS THE ANALYSIS FOR AN ACCEPTABLE TRANSACTION WILL INVOLVE ADDITIONAL MATTERS NOT ADDRESSED IN THIS LETTER, INCLUDING, WITHOUT LIMITATION, THE TERMS OF ANY COMPETING PROJECTS, OVERALL ECONOMIC AND LIABILITY PROVISIONS CONTAINED IN ANY LEASE DOCUMENT AND INTERNAL APPROVAL PROCESSES AND PROCEDURES. THE PARTIES UNDERSTAND AND AGREE THAT A CONTRACT WITH RESPECT TO THE PROVISIONS IN THIS LETTER OF INTENT WILL NOT EXIST UNLESS AND UNTIL THE PARTIES HAVE EXECUTED A FORMAL, WRITTEN LEASE AGREEMENT APPROVED IN WRITING BY THEIR RESPECTIVE COUNSEL. C&W IS ACTING SOLELY IN THE CAPACITY OF SOLICITING, PROVIDING AND RECEIVING INFORMATION AND PROPOSALS AND NEGOTIATING THE SAME ON BEHALF OF OUR CLIENTS. UNDER NO CIRCUMSTANCES WHATSOEVER DOES C&W HAVE ANY AUTHORITY TO BIND OUR CLIENTS TO ANY ITEM, TERM OR COMBINATION OF TERMS CONTAINED HEREIN. THIS LETTER OF INTENT IS SUBMITTED SUBJECT TO ERRORS, OMISSIONS, CHANGE OF PRICE, RENTAL OR OTHER TERMS; ANY SPECIAL CONDITIONS IMPOSED BY OUR CLIENTS; AND WITHDRAWAL WITHOUT NOTICE. WE RESERVE THE RIGHT TO CONTINUE SIMULTANEOUS NEGOTIATIONS WITH OTHER PARTIES ON BEHALF OF OUR CLIENT. NO PARTY SHALL HAVE ANY LEGAL RIGHTS OR OBLIGATIONS WITH RESPECT TO ANY OTHER PARTY, AND NO PARTY SHOULD TAKE ANY ACTION OR FAIL TO TAKE ANY ACTION IN DETRIMENTAL RELIANCE ON THIS OR ANY OTHER DOCUMENT OR COMMUNICATION UNTIL AND UNLESS A DEFINITIVE WRITTEN LEASE AGREEMENT IS PREPARED AND SIGNED BY TENANT AND LANDLORD.

PRELIMINARY SITE PLAN SUBJECT TO CHANGE



PRELIMINARY FLOOR PLAN SUBJECT TO CHANGE

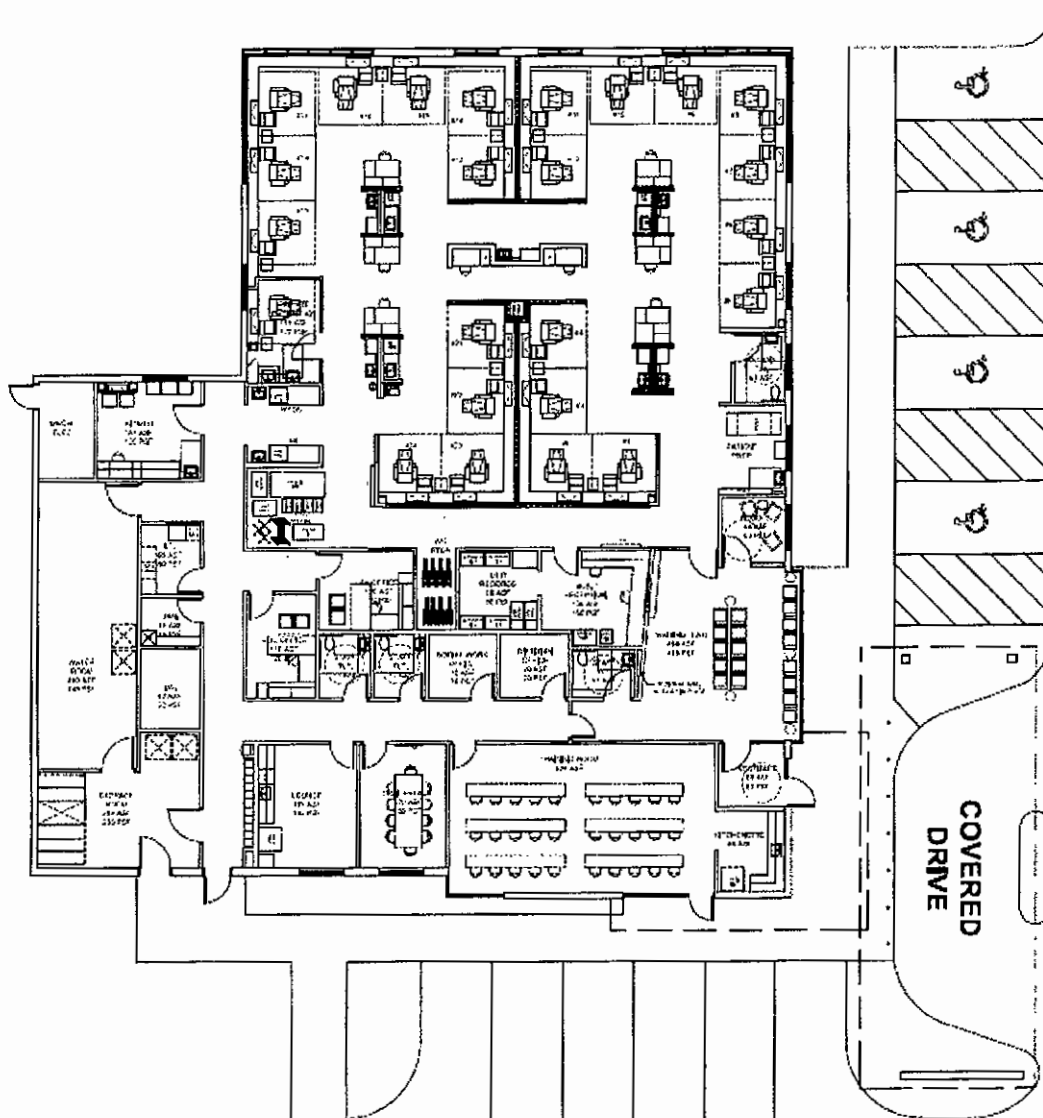


EXHIBIT B



OPTION 1 FOR NEW BUILDING V5.1
**[SUBJECT TO MODIFICATION BASED ON INPUT FROM TENANT'S PROJECT
MANAGER WITH RESPECT TO EACH CENTER PROJECT]**
SCHEDULE A - TO WORK LETTER

MINIMUM BASE BUILDING IMPROVEMENT REQUIREMENTS

At a minimum, the Landlord shall provide the following Base Building and Site Development Improvements to meet Tenant's Building and Site Development specifications at Landlord's sole cost:

All MBBI work completed by the Landlord will need to be coordinated and approved by the Tenant and their Consultants prior to any work being completed, including shop drawings and submittal reviews.

1.0 - Building Codes & Design

All Minimum Base Building Improvements (MBBI) and Site Development are to be performed in accordance with all current local, state, and federal building codes including any related amendments, fire and life safety codes, barrier-free regulations, energy codes, State Department of Public Health, and other applicable codes as it pertains to Dialysis. All Landlord's work will have Governmental Authorities Having Jurisdiction ("GAHJ") approved architectural and engineering (Mechanical, Plumbing, Electrical, Structural, Civil, Environmental) plans and specifications prepared by a licensed architect and engineer and must be coordinated with the Tenant Improvement plans and specifications.

Building design will follow DaVita Shell prototype design package – see attached exhibit.

2.0 - Zoning & Permitting

Building and premises must be zoned to perform services as a dialysis clinic without the need for special-use approval by the AHJ. Landlord to provide all permitting related to the base building and site improvements.

3.0 - Common Areas

Tenant will have access and use of all common areas i.e. Lobbies, Hallways, Corridors, Restrooms, Stairwells, Utility Rooms, Roof Access, Emergency Access Points and Elevators. All common areas must be code and ADA compliant for Life Safety per current federal, state and local code requirements.

4.0 Foundation and Floor

The foundation and floor of the building shall be in accordance with local code requirements. The foundation and concrete slab shall be designed by the Landlord's engineer to accommodate site-specific Climate and soil conditions and recommendations per Landlord's soil engineering and exploration report (To be reviewed and approved by Tenant's engineer).

Foundation to consist of formed concrete spread footing with horizontal reinforcing sized per geotechnical engineering report. Foundation wall, sized according to exterior wall systems used and to consist of formed and poured concrete with reinforcing bars or a running bond masonry block with proper horizontal and vertical reinforcing within courses and cells. Internal masonry cells to be concrete filled full depth entire building perimeter up to finish floor at a minimum. Foundation wall to receive poly board R-10 insulation on interior side of wall on entire building perimeter (if required by code). Provide proper foundation drainage.

The floor shall be concrete slab on grade and shall be a minimum of four-inch (4") (five-inch (5") at Water treatment room) thick with minimum concrete strength of 4,000-psi. It will include one of the following, wire mesh or fiber mesh, and/or rebar reinforcement over a 10 mil minimum vapor barrier and granular fill per Landlord's soils and/or structural engineering team based on soil conditions and report from the Soils Engineer. Finish floor elevation to be a minimum of 8" above finish grade. Include proper expansion control joints. Floor shall be level (1/8" with 10' of run), smooth, broom clean with no adhesive residues, in a condition that is acceptable to install floor coverings in accordance with the flooring manufacturer's specifications. Concrete floor shall be constructed so that no more 90% relative humidity is emitted per completed RH testing (ASTM F2170-11, 'Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes') results after 28 day cure time. Relative humidity testing to be performed by Tenant at Tenant's sole cost. Means and methods to achieve this level will be responsibility of the Landlord and may preclude the requirement for Tenant's third party testing. Under slab plumbing shall be installed by Tenant's General Contractor in coordination with Landlord's General Contractor, inspected by municipality and Tenant for approval prior to pouring the building slab.

5.0 - Structural

Structural systems shall be designed to provide a minimum 13'-0" clearance (for 10'-0" finished ceiling height) to the underside of the lowest structural member from finished slab and meet building steel (Type II construction or better) erection requirements, standards and codes. Structural design to allow for ceiling heights (as indicated above) while accommodating all Mechanical, Plumbing, Electrical above ceiling. Structure to include all necessary members including, but not limited to, columns, beams, joists; load bearing walls, and demising walls. Coordinate column spacing and locations with Tenant's Architect. Provide necessary bridging, bracing, and reinforcing supports to accommodate all Mechanical systems (Typical for flat roofs - minimum of four (4) HVAC roof top openings, one (1) roof hatch opening, and four (4) exhaust fans openings). Treatment room shall be column free.

The floor and roof structure shall be fireproofed as needed to meet local building code and regulatory requirements.

Roof hatch shall be provided and equipped with ladders meeting all local, state and federal requirements.

6.0 - Exterior walls

Exterior walls to be fire rated if required by code requirements. If no fire rating is required, interior of walls shall be left as exposed and until Tenants completes any and all work with-in walls on the interior side of the exterior walls. Landlord shall be responsible for interior metal stud furring/framing, mold- and moisture-resistant glass mat board, mold- and moisture-resistant gypsum board, taping and finishing on the interior side of all exterior walls.

7.0 - Demising walls

All demising walls shall be a 1 or 2hr fire rated wall depending on local, state and/or regulatory (NFPA 101 – 2000) codes requirements whichever is more stringent. Walls will be installed per UL design and taped (Tenant shall be responsible for final finish preparation of gypsum board walls on Tenant side only). At Tenant's option and as agreed upon by Landlord, the interior drywall finish of demising walls shall not be installed until after Tenant's improvements are complete in the wall. Walls to be fire caulked in accordance with UL standards at floor and roof deck. Demising walls will have minimum 3-inch thick mineral wool sound attenuation batts from floor to underside of deck.

8.0 - Roof Covering

The roof system shall have a minimum of a twenty (20) year life span with full (no dollar limit - NDL) manufacturer's warranty against leakage due to ordinary wear and tear. Roof system to include a minimum of R-30 insulation. Ice control measures mechanically or electrically controlled to be considered in climates subject to these conditions. Downspouts to be connected into controlled underground discharge for the rain leaders into the storm system for the site or as otherwise required meeting local storm water treatment requirements. Storm water will be discharged away from the building, sidewalks, and pavement. Roof and all related systems to be maintained by the Landlord for the duration of the lease. Landlord to provide Tenant copy of material and labor roof warranty for record.

9.0 - Parapet

Landlord to provide a parapet wall based on building designed/type and wall height should be from the highest roof line. HVAC Rooftop units should be concealed from public view if required by local code.

10.0 - Façade

Landlord to provide specifications for building façade for Tenant review and approval. All wall system to be signed off by a Landlord's Structural Engineer. Wall system "R" value must meet current Energy code. Wall system options include, but not limited to:

Minimum 3-inch drainable exterior insulating fenestration system (EIFS) on water-vapor barrier on ¾-inch thick glass matt sheathing, AND (where indicated by Lessee's Architect) fibrous cementitious cladding (mfr: Nichiha) on metal furring on continuous insulation/weather-barrier, system on 6" 16- or 18-ga metal stud framing

Or

Minimum 3-inch drainable exterior insulating fenestration system (EIFS), AND (where indicated by Lessee's Architect) fibrous cementitious cladding (mfr: Nichiha) on metal furring on continuous insulation/weather-barrier system, on water-vapor barrier on 8-inch or 12-inch thick concrete masonry wall construction with 3½-inch 20-ga metal stud furring.

Or if required by local municipality

Brick or split face block Veneer on engineered 6" 16 or 18ga metal studs, R- 19 or higher batt wall insulation, on Tyvek (commercial grade) over 5/8" exterior grade gypsum board or Dens-Glass Sheathing.

11.0 - Canopy

Canopy design per DaVita Shell Prototype. Approximate size to be based on building and site plan. Canopy to accommodate patient arrival with a level grade with barrier-free transition to the finish floor elevation. Controlled storm water drainage requirements of gutters with scuppers and/or downspouts drainage to landscape areas or connected to site storm sewer system as required or properly discharged away from the building, sidewalks, and pavement. Steel bollards at column locations where needed.

12.0 - Waterproofing and Weatherproofing

Landlord shall provide complete water tight building shell inclusive but not limited to, Flashing and/or sealant around windows, doors, parapet walls, Mechanical / Plumbing / Electrical penetrations. Landlord shall properly seal the building's exterior walls, footings, slabs as required in high moisture conditions such as (including but not limited to) finish floor sub-grade, raised planters, and high water table. Landlord shall be responsible for replacing any damaged items and repairing any deficiencies exposed during / after construction of tenant improvement.

13.0 - Windows

Landlord to provide code compliant energy efficient windows and storefront systems to be 1" tinted insulated low -E glass with thermally broken insulated aluminum mullions. Window size and locations to be determined by Tenant's architectural floor plan and shall be coordinate with Landlord's Architect.

14.0 - Thermal Insulation

All exterior walls to have a vapor barrier and insulation that meets or exceeds the local and national energy codes. The R-value to be determined by the size of the stud cavity, if installed on the interior of the wall and should extend from finish floor to bottom of floor or ceiling deck. Should the insulation be installed on the exterior side of the wall sheathing, insulation shall extend from finish floor to the top of the parapet. Roof deck to have a minimum R-30 insulation mechanically fastened to the underside of roof deck.

15.0 - Exterior Doors

All doors to have weather-stripping and commercial grade hardware (equal to Yale 8800 Series, Grade 1 mortise lockset or better). Doors shall meet all barrier-free requirements including but not limited to American Disability Act (ADA), and State Department of Health requirements. Landlord shall change the keys (reset tumblers) on all doors with locks after construction, but prior to commencement of the Lease, and shall provide Tenant with a minimum of three (3) sets of keys. Final location of doors to be determined by Tenant architectural floor plan and shall be coordinate with Tenant's Architect. At a minimum, the following doors, frames and hardware shall be provided by the Landlord:

- Patient Entry Doors: Provide Storefront with insulated glass doors and Aluminum framing to be 42" width including push paddle/panic bar hardware, push button programmable lock, power assist opener, continuous hinge and lock mechanism.
- Service Doors: Provide 48" wide door (Alternates for approval by Tenant's Project Manager to include: a) 60" or 72"-inch wide double doors (with 1 - 24" and 1 - 36" leaf or 2- 36" leaves), b) 60" Roll up door,) with 20 gauge insulated hollow metal , painted with rust inhibiting paint, Flush bolts, T astragal, heavy duty aluminum threshold, continuous hinge each leaf, door viewer (peep), panic bar hardware (if required by code), push button programmable lockset,

- **Teammate Entry Doors:** Provide a minimum 36-inch wide, 20-ga, insulated, hollow metal door and thermally-broken, welded, 20-ga hollow-metal frame (both finished with rust-inhibiting paint) with programmable keypad lockset, heavy-duty hinges, aluminum threshold, surface closer, and concealed-overhead stop.
- **Emergency Egress Doors:** Provide minimum 36" wide door with 20 gauge insulated hollow metal door both painted with rust-inhibiting paint, AND/OR (where indicated by Lessee's Architect) a minimum 42-inch wide aluminum/glass door and aluminum storefront frame, with exit-only panic bar locking hardware, hinges, surface-closer and concealed-overhead stop.

16.0 - Utilities

All utilities to be provided at designated utility entrance points into the building at locations approved by the Tenant. Landlord is responsible for all tap/connection and impact fees for all utilities. All Utilities to be coordinated with Tenant's Architect. Landlord shall have contained within the building a common main room to accommodate the utility services which include, but not limited, to electrical, fire alarm, security alarm and fire riser if in a multi-tenant building.

17.0 - Plumbing

Landlord to provide a segregated/dedicated potable water supply line that will be sized by Tenant's Engineer based on Tenant's water requirements (not tied-in to any other Tenant spaces, fire suppression systems, or irrigation systems unless mandated by Local Building and or Water Dept). Water supply shall be provided with a shut off valve, 2 (two) reduced pressure zone (RPZ) backflow preventers arranged in parallel (with floor drain or open site drain under RPZ's), and meter. Water supply to provide a continuous minimum pressure of 50 psi, maximum 80psi, with a minimum flow rate of 50 gallons per minute to Tenant space. The RPZ's and the Meter will be sized to the incoming line, or per water provider or municipality standards. Landlord to provide Tenant with the most recent site water flow and pressure test results (gallons per minute and psi) for approval. Landlord shall perform water flow and pressure test prior to lease execution. Landlord shall stub the dedicated water line into the Tenant lease space per location coordinated by Tenant.

Provide exterior (anti-freeze when required) hose bibs (minimum of 2) in locations approved by Tenant.

Building sanitary drain size will be determined by Tenant's Mech Engineer based on total combined drainage fixture units (DFU's) for entire building, but not less than 4 inch diameter. The drain shall be stubbed into the building per location coordinated by Tenant at an elevation no higher than 4 feet below finished floor elevation, to a maximum of 10 feet below finished floor elevation. (Coordinate actual depth and location with Tenant's Architect and Engineer.) Provide with a cleanout structure at building entry point. New sanitary building drain shall be properly pitched to accommodate Tenant's sanitary system design per Tenant's plumbing plans, and per applicable Plumbing Code(s). Lift station/sewage ejectors will not be permitted.

Sanitary sampling manhole to be installed by Landlord if required by local municipality.

Landlord to provide and pay for all tap fees related to new sanitary sewer and water services in accordance with local building and regulatory agencies.

18.0 - Fire Suppression System

A Sprinkler System will be installed if required by AHJ or if required by Tenant. Any single story standalone building or building that could expand to greater than 10,000SF will require a sprinkler system. Landlord shall design and install a complete turnkey sprinkler system that meets the requirements of NFPA #13 and all local building and life safety codes per NFPA 101-2000. This system will be on a dedicated water line independent of Tenant's potable water line requirements, or as required by local municipality or water provider. Landlord shall provide all municipal (or code authority) approved shop drawings, service drops and sprinkler heads at heights per Tenant's reflective ceiling plan, flow control switches wired and tested, alarms including wiring and an electrically/telephonically controlled fire alarm control panel connected to a monitoring systems for emergency dispatch.

19.0 - Electrical

Provide underground service with a dedicated meter via a new CT cabinet per utility company standards. Service size to be determined by Tenant's engineer dependent on facility size and gas availability (400amp to 1,000amp service) 120/208 volt, 3 phase, 4 wire to a distribution panel board in the Tenant's utility room (location to be per Code and coordinated with Tenant and their Architect) for Tenant's exclusive use in powering equipment, appliances, lighting, heating, cooling and miscellaneous use. Landlord's service provisions shall include transformer coordination with utility company, transformer pad, grounding, and underground conduit wire sized for service inclusive of excavation, trenching and restoration, utility metering, distribution panel board with main and branch circuit breakers, and electrical service and building grounding per NEC. Tenant's engineer shall have the final approval on the electrical service size and location and the size and quantity of circuit breakers to be provided in the distribution panel board.

Landlord will provide up to 5 sub panels that can accommodate up to 42 circuits based on the Electrical Engineers design.

If lease space is in a multi-tenant building then Landlord to provide meter center with service disconnecting means, service grounding per NEC, dedicated combination CT cabinet with disconnect for Tenant and distribution panel board per above.

If Tenant so chooses to require an Emergency Transfer Switch hook-up for a temporary generator, Landlord will provide one at Landlord costs per Tenants Electrical design.

Landlord to provide main Fire Alarm Control panel that serves the Tenant space and will have the capacity to accommodate devices in Tenant space based on Fire Alarm system approved by local authority having jurisdiction. If lease space is in a multi-tenant building then Landlord to provide Fire Alarm panel to accommodate all tenants and locate panel in a common room with conduit stub into Tenant space. Landlord's Fire Alarm panel shall include supervision of fire suppression system(s) and connections to emergency dispatch or third party monitoring service in accordance with the local authority having jurisdiction.

Fire Alarm system equipment shall be equipped for double detection activation if required.

20.0 - Gas

Natural gas service, at a minimum, will be rated to have 6" water column pressure and supply 800,000-BTU's. Natural gas pipeline shall be run to HVAC units and HWH's per design drawings. Clinic shall be

individually metered and sized per demand by Engineer. Additional electrical service capacity will be required if natural gas service is not available to the building.

21.0 - Mechanical /Heating Ventilation Air Conditioning

Landlord to be responsible for all costs for the HVAC system based on the below criteria.

Tenant will be responsible for the design, procurement and installation of the HVAC system.

The criteria is as follows:

- | | |
|--|--|
| <ul style="list-style-type: none">• Equipment to be Lennox RTU's• Supply air shall be provided to the Premises sufficient for cooling and ventilation at the rate of 275 to 325 square feet per ton to meet Tenant's demands for a dialysis facility and the base building Shell loads.• RTU Ductwork drops shall be concentric for air distribution until Tenant's General Contractor modifies distribution to align with Tenant's fit-out design criteria and layout and shall be extended 5' into the space for supply and return air. Extension of system beyond 5-feet shall be by Tenant's General Contractor.• System to be a fully ducted return air design and will be by Tenant's General Contractor for the interior fit-out• All ductwork to be externally lined except for the drops from the units.• Provide 100% enthalpy economizer | <ul style="list-style-type: none">• Units to include Power Exhaust• Control system must be capable of performing all items outlined in the Sequence of Operations specification section• RTU controller shall be compatible with a Building Management System using BACnet communication protocol.• Provide high efficiency inverter rated non-overloading motors• Provide 18" curbs, 36" in Northern areas with significant snow fall• Units to have disconnect and service outlet at unit• Units will include motorized dampers for OA, RA & EA• System shall be capable of providing 55deg supply air temperature when it is in the cooling mode |
|--|--|

Equipment will be new and come with a full warranty on all parts including compressors (minimum of 5yrs) including labor. Work to include, but not limited to, the purchase of the units, installation, roof framing, mechanical curbs, flashings, gas & electrical hook-up, coordination with Building Management System supplier, temporary construction thermostats, start-up and commissioning. Anticipate minimum up to five (5) zones with programmable thermostat and or DDC controls (Note: The 5 zones of conditioning may be provided by individual constant volume RTU's, or by a VAV or VVT system of zone control with a single RTU). Tenant's engineer shall have the final approval on the sizes, tonnages, zoning, location and number of HVAC units based on Tenant's design criteria and local and state codes.

Landlord to furnish steel framing members, roof curbs and flashing to support Tenant exhaust fans (minimum of 4) to be located by Tenant's architect.

22.0 - Telephone

Landlord shall provide a single 2" PVC underground conduit entrance into Tenant's utility room to serve as chase way for new telephone service. Entrance conduit location shall be coordinated with Tenant.

23.0 - Cable TV

Landlord shall provide a single 2" PVC underground conduit entrance into Tenant utility room to serve as chase way for new cable television service. Entrance conduit location shall be coordinated with Tenant. Tenant shall have the right to place a satellite dish on the roof and run appropriate electrical cabling from the Premises to such satellite dish and/or install cable service to the Premises at no additional fee. Landlord shall reasonably cooperate and grant "right of access" with Tenant's satellite or cable provider to ensure there is no delay in acquiring such services.

24.0 - Handicap Accessibility

Full compliance with ADA and all local jurisdictions' handicap requirements. Landlord shall comply with all ADA regulations affecting the Building and entrance to Tenant space including, but not limited to, the elevator, exterior and interior doors, concrete curb cuts, ramps and walk approaches to / from the parking lot, detectable warnings, parking lot striping for four (4) dedicated handicap stalls for a unit up to 20 station clinic and six (6) HC stalls for units over 20 stations handicap stalls inclusive of pavement markings and stall signs with current local provisions for handicap parking stalls, delivery areas and walkways.

Finish floor elevation is to be determined per Tenant's architectural plan in conjunction with Landlord's civil engineering and grading plans. If required, Landlord to construct concrete ramp of minimum 5' width, provide safety rails if needed, provide a gradual transitions from overhead canopy and parking lot grade to finish floor elevation. Concrete surfaces to be troweled for slip resistant finish condition according to accessible standards.

25.0 - Exiting

Landlord shall provide at the main entrance and rear doors safety lights, exterior service lights, exit sign and emergency lights with battery backup signs per doorway, in accordance with applicable building codes, local fire codes and other applicable regulations, ordinances and codes. The exiting shall encompass all routes from access points terminating at public right of way.

26.0 - Site Development Scope of Requirements

Landlord to provide Tenant with a site boundary and topographic ALTA survey, civil engineering and grading plans prepared by a registered professional engineer. Civil engineering plan is to include necessary details to comply with municipal standards. Plans will be submitted to Tenant Architect for coordination purposes. Site development is to include the following:

- Utility extensions, service entrance locations, inspection manholes;
- Parking lot design, stall sizes per municipal standard in conformance to zoning requirement;
- Site grading with Storm water management control measures (detention / retention / restrictions);
- Refuse enclosure location & construction details for trash and recycling;
- Handicap stall location to be as close to front entrance as possible;
- Side walk placement for patron access, delivery via service entrance;
- Concrete curbing for greenbelt management;
- Site lighting;
- Conduits for Tenant signage;
- Site and parking to accommodate tractor trailer 18 wheel truck delivery access to service entrance;
- Ramps and curb depressions.
- Landscaping shrub and turf as required per municipality;

- Irrigation system if Landlord so desires and will be designed by landscape architect and approved by planning department;
- Construction details, specifications / standards of installation and legends;
- Final grade will be sloped away from building.

27.0 - Refuse Enclosure

Landlord to provide a minimum 6" thick reinforced concrete pad approx. 100 to 150SF based on Tenant's requirements' and an 8' x 12' apron way to accommodate dumpster and vehicle weight. Enclosure to be provided as required by local codes.

28.0 - Generator

Landlord to allow a generator to be installed onsite if required by code or Tenant chooses to provide one at Tenants costs.

29.0 - Site Lighting

Landlord to provide adequate lighting per code and to illuminate all parking, pathways, and building access points readied for connection into Tenant power panel. Location of pole fixtures per Landlord civil plan to maximize illumination coverage across site. Parking lot lighting to include timer (to be programmed per Tenant hours of operation) or a photocell. Parking lot lighting shall be connected to and powered by Landlord house panel (if in a Multi-tenant building) and equipped with a code compliant 90 minute battery back up at all access points.

30.0 - Exterior Building Lighting

Landlord to provide adequate lighting and power per code and to illuminate the building main, exit and service entrance, landings and related sidewalks. Lighting shall be connected to and powered by Landlord house panel and equipped with a code compliant 90 minute battery back up at all access points.

31.0 - Parking Lot

Provide adequate amount of handicap and standard parking stalls in accordance with dialysis use and overall building uses. Stalls to receive striping, lot to receive traffic directional arrows and concrete curbs or parking bumpers. Bumpers to be firmly spike anchored in place onto the asphalt per stall alignment.

Asphalt wearing and binder course to meet geographical location design requirements for parking area and for truck delivery driveway.

Asphalt to be graded gradual to meet handicap and civil site slope standards, graded into & out of new patient drop off canopy and provide positive drainage to in place storm catch basins leaving surface free of standing water, bird baths or ice buildup potential.

32.0 - Site Signage

Landlord to provide allowance of \$ 4,500 for an illuminated monument/pylon site sign with base and a \$ 7,000 allowance for a facade mounted sign which will include electrical to both Final sign layout to be provided and approved by Tenant and City.

Section I, Identification, General Information, and Certification
Operating Identity/Licensee

The Illinois Certificate of Good Standing for DVA Renal Healthcare, Inc. is attached at Attachment – 3.



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

DVA RENAL HEALTHCARE, INC., INCORPORATED IN TENNESSEE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 23, 2000, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 1618901250 verifiable until 07/07/2017
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 7TH
day of JULY A.D. 2016 .***

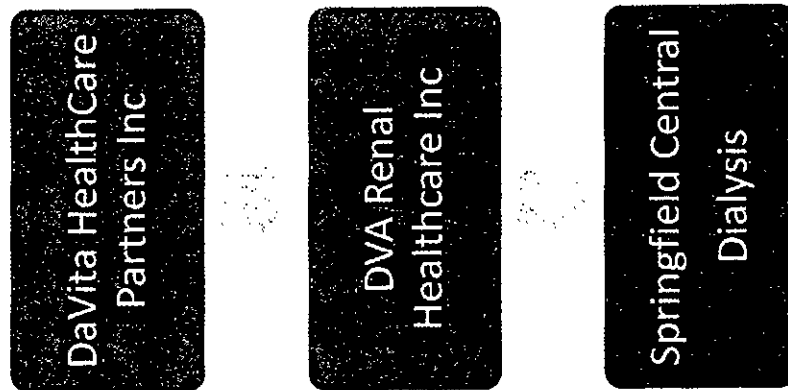
Jesse White

SECRETARY OF STATE

Section I, Identification, General Information, and Certification
Organizational Relationships

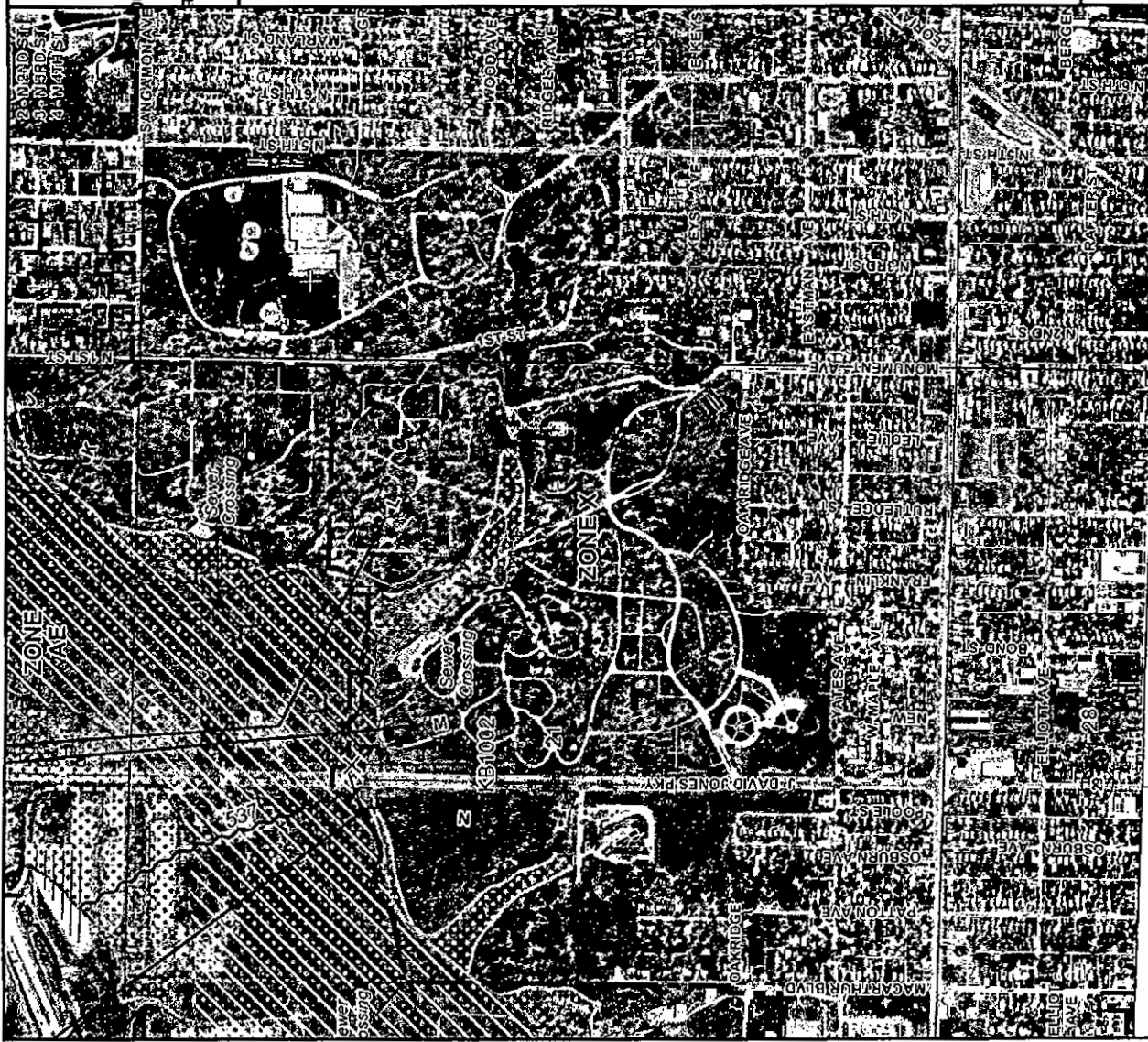
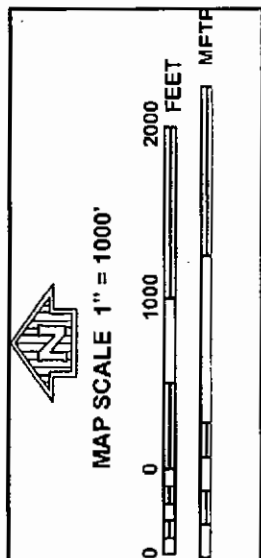
The organizational chart for DaVita HealthCare Partners Inc., DVA Renal Healthcare, Inc., and Springfield Central Dialysis is attached at Attachment – 4.

Springfield Central Dialysis Organizational Chart



Section I, Identification, General Information, and Certification
Flood Plain Requirements

The site of the proposed dialysis facility complies with the requirements of Illinois Executive Order #2005-5. The proposed dialysis facility will be located at 600 North Grand Avenue West, Springfield, Illinois 62702. As shown on the National Flood Insurance Program FIRM map attached at Attachment – 5, the site of the proposed dialysis facility is located outside of a flood plain.



NFIP

PANEL 0235F

FIRM

FLOOD INSURANCE RATE MAP

SANGAMON COUNTY,

ILLINOIS

AND INCORPORATED AREAS

PANEL 235 OF 575

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTRACT	NUMBER	DRAWN	DATE
SANGAMON COUNTY	170012	0235	F
SHERMAN, VILLAGE OF	170058	0235	F
SPRINGFIELD CITY OF	170064	0235	F

MAP NUMBER

17167C0235F

MAP REVISED

AUGUST 2, 2007

Notes to User: This map number shown below should be used when showing this map. The Community Name shown on the map should be used in insurance applications for the subject community.

Federal Emergency Management Agency

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

Section I, Identification, General Information, and Certification
Historic Resources Preservation Act Requirements

The Historic Preservation Act determination from the Illinois Historic Preservation Agency is attached at Attachment – 6.



Illinois Historic Preservation Agency

1 Old State Capitol Plaza, Springfield, IL 62701-1512

FAX 217/524-7525

www.illinoishistory.gov

Sangamon County
Springfield
600 North Grand Avenue West
Section:28-Township:16N-Range:5W
IHFSRB
New construction, 21 station dialysis facility

PLEASE REFER TO: IHPA LOG #006071516

July 26, 2016

Timothy Tincknell
DaVita Healthcare Partners, Inc.
1600 W. 13th St., Suite 3
Chicago, IL 60608

Dear Mr. Tincknell:

The Illinois Historic Preservation Agency is required by the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420, as amended, 17 IAC 4180) to review all state funded, permitted or licensed undertakings for their effect on cultural resources. Pursuant to this, we have received information regarding the referenced project for our comment.

Our staff has reviewed the specifications under the state law and assessed the impact of the project as submitted by your office. We have determined, based on the available information, that no significant historic, architectural or archaeological resources are located within the proposed project area.

According to the information you have provided concerning your proposed project, apparently there is no federal involvement in your project. However, please note that the state law is less restrictive than the federal cultural resource laws concerning archaeology. If your project will use federal loans or grants, need federal agency permits, use federal property, or involve assistance from a federal agency, then your project must be reviewed under the National Historic Preservation Act of 1966, as amended. Please notify us immediately if such is the case.

This clearance remains in effect for two (2) years from date of issuance. It does not pertain to any discovery during construction, nor is it a clearance for purposes of the IL Human Skeletal Remains Protection Act (20 ILCS 3440).

Please retain this letter in your files as evidence of compliance with the Illinois State Agency Historic Resources Preservation Act.

Sincerely,

Rachel Leibowitz, Ph.D.
Deputy State Historic
Preservation Officer

Section I, Identification, General Information, and Certification
Project Costs and Sources of Funds

Table 1120.110			
Project Cost	Clinical	Non-Clinical	Total
Site Preparation			
Site Survey and Soil Investigation			
New Construction Contracts	\$1,695,116		\$1,695,116
Modernization Contracts			
Contingencies	\$110,000		\$110,000
Architectural/Engineering Fees	\$139,104		\$139,104
Consulting and Other Fees	\$109,500		\$109,500
Moveable and Other Equipment			
Communications	\$106,741		\$106,741
Water Treatment	\$149,065		\$149,065
Bio-Medical Equipment	\$13,485		\$13,485
Clinical Equipment	\$397,685		\$397,685
Clinical Furniture/Fixtures	\$30,270		\$30,270
Lounge Furniture/Fixtures	\$6,010		\$6,010
Storage Furniture/Fixtures	\$8,023		\$8,023
Business Office Fixtures	\$38,265		\$38,265
General Furniture/Fixtures	\$41,000		\$41,000
Signage	\$11,500		\$11,500
Total Moveable and Other Equipment	\$802,044		\$802,044
Fair Market Value of Leased Space	\$2,268,496		\$2,268,496
Total Project Costs	\$5,124,260		\$5,124,260

Section I, Identification, General Information, and Certification
Project Status and Completion Schedules

The Applicants anticipate project completion within 24 months of project approval.

Further, although the Letter of Intent attached at Attachment – 2 provides for project obligation to occur after permit issuance, the Applicants will begin negotiations on a definitive lease agreement for the facility, with the intent of project obligation being contingent upon permit issuance.

Section I, Identification, General Information, and Certification
Cost Space Requirements

Cost Space Table							
Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
CLINICAL							
ESRD	\$5,124,260		9,092	9,092			
Total Clinical	\$5,124,260		9,092	9,092			
NON CLINICAL							
Total Non-clinical							
TOTAL	\$5,124,260		9,092	9,092			

Section I, Identification, General Information, and Certification
Current Projects

DaVita Current Projects			
Project Number	Name	Project Type	Completion Date
14-042	Tinley Park Dialysis	Establishment	10/31/2016
15-003	Vermillion County Dialysis	Establishment	4/30/2017
15-004	Machesney Park Dialysis	Establishment	4/30/2017
15-020	Calumet City Dialysis	Establishment	7/31/2017
15-025	South Holland Dialysis	Relocation	10/31/2017
15-032	Morris Dialysis	Relocation	4/30/2017
15-033	Lincoln Park Dialysis	Relocation	4/30/2017
15-035	Montgomery County Dialysis	Establishment	4/30/2017
15-048	Park Manor Dialysis	Establishment	2/28/2018
15-049	Huntley Dialysis	Establishment	2/28/2018
15-052	Sauget Dialysis	Expansion	8/31/2017
15-054	Washington Heights Dialysis	Establishment	9/30/2017
16-004	O'Fallon Dialysis	Establishment	9/30/2017
16-016	Jerseyville Dialysis	Expansion	6/30/2017
16-009	Collinsville Dialysis	Establishment	11/30/2017
16-015	Forest City Rockford	Establishment	6/30/2018

Section II, Discontinuation
Criterion 1110.130(a), General

1. The Applicants seek authority from the Health Facilities and Services Review Board (the "Board") to discontinue its existing 21-station dialysis facility at 932 North Rutledge Street, Springfield, Illinois 62702 (the "Existing Facility") and establish a 21-station dialysis facility at 600 North Grand Avenue West, Springfield, Illinois 62702 (the "Replacement Facility"). The Replacement Facility will be approximately 0.58 miles, or 1 minute, from the Existing Facility.
2. No other clinical services will be discontinued as a result of this project.
3. Anticipated Discontinuation Date: March 31, 2019
4. The Applicants lease space for the Existing Facility from Memorial Health System. As a result, the Applicants will have no control over the use of the space after discontinuation of the Existing Facility.
5. All medical records will be transferred to the Replacement Facility.
6. This project is a relocation of the Existing Facility and not a discontinuation in its entirety. Therefore, this criterion does not apply.

Section II, Discontinuation

Criterion 1110.130(b), Reasons for Discontinuation

The Applicants have a lease with Memorial Health System for the Existing Facility that expires on December 31, 2019. Memorial Health System notified the Applicants that it will repurpose the current space leased at 932 North Rutledge Street, Springfield, Illinois 62702 to other uses that will support the business needs of Memorial Health System upon termination of the existing lease term. See Attachment – 10. Memorial Health System has agreed to allow the Applicants to vacate the space prior to the end of the lease term without penalty. The Replacement Facility will be a ground-up build with an anticipated construction timeline of 18 to 24 months. To ensure that the current patients at the Existing Facility have a facility to dialyze without interruption, DaVita elected to file the CON application to relocate the Existing Facility sooner rather than later.

Attachment – 10



701 North First Street • Springfield, Illinois 62781-0001
www.memorialmedical.com • Phone (217) 788-3000

July 8, 2016

Davita
Cindy Emley
Regional Operations Director
2930 South Montvale Drive, Suite A
Springfield, IL 62704

RE: 932 North Rutledge

Dear Cindy,

Per your request, I am writing to confirm that we will be repurposing the current space being leased by Davita at 932 North Rutledge Street, Springfield, IL to other uses that will support the business needs of Memorial Health System. It is my understanding that the current lease between Davita and Memorial Medical Center expires December 31, 2019.

In the event you have any questions, please do not hesitate to contact me at (217)788-3851.

Respectfully,

A handwritten signature in black ink, appearing to read "K.R. England", written over a horizontal line.

Kevin R. England
Vice President, Business Development
Memorial Health System

Section II, Discontinuation

Criterion 1110.130(c), Impact on Access

1. The relocation of the Existing Facility will not negatively impact access to care. To the contrary, it will improve access to life sustaining dialysis to DaVita's ESRD patient population by making it more accessible to patients and their families throughout the Springfield metropolitan area. All existing patients are expected to transfer to the Replacement Facility. The Applicants seek authority from the Board to discontinue Existing Facility and establish the Replacement Facility. The Replacement Facility will be approximately 0.58 miles, or 1 minute, from the Existing Facility. The Replacement Facility will be plumbed for 24 stations to accommodate the expected future growth of the ESRD patient population in the greater Springfield area.

Section III, Project Purpose, Background and Alternatives – Information Requirements
Criterion 1110.230, Project Purpose, Background and Alternatives

Background of the Applicant

The Applicants are fit, willing and able, and have the qualifications, background and character to adequately provide a proper standard of health care services for the community. This project is for the relocation of Springfield Central Dialysis, a 21 station in-center hemodialysis facility from 932 North Rutledge Street, Springfield, Illinois 62702 to 600 North Grand Avenue West, Springfield, Illinois 62702..

DaVita HealthCare Partners Inc. is a leading provider of dialysis services in the United States and is committed to innovation, improving clinical outcomes, compassionate care, education and empowering patients, and community outreach. A copy of DaVita's 2015 Community Care report, some of which is outlined below, details DaVita's commitment to quality, patient centric focus and community outreach and was previously included in the application for Proj. No. 16-023.

Quality

Based upon January 2016 data from the Centers for Medicare and Medicaid Services, DaVita is the clinical leader in the Quality Incentive Program ("QIP") for the third straight year. Nationwide, 98.6 percent of DaVita centers met QIP standards, significantly outperforming other large dialysis providers. Further, DaVita ranked first in four clinical measures in the end stage renal disease ("ESRD") QIP program. QIP is part of Medicare's ESRD program aimed at improving the quality of care provided to Medicare patients. It was designed as the nation's first pay-for-performance quality incentive program.

On October 8, 2015, the Centers for Medicare and Medicaid Services ("CMS") released data on dialysis performance as part of its five star ratings program. For the second year in a row, DaVita outperformed its competitors. As referenced in the report, DaVita led the industry in quality. Of the 586 dialysis facilities awarded five stars, DaVita owned 202 (or 34 percent).

On October 7, 2015, CMS announced DaVita won bids to operate ESRD seamless care organizations ("ESCO") in Phoenix, Miami and Philadelphia. ESCOs are shared savings programs, similar to accountable care organizations, where the dialysis providers share financial risks of treating Medicare beneficiaries with kidney failure. ESCOs encourage dialysis providers to take responsibility for the quality and cost of care for a specific population of patients, which includes managing comorbidities and patient medications.

In an effort to allow ESRD provider to assume full clinical and economic accountability, DaVita announced its support for the Dialysis PATIENT Demonstration Act (H.R. 5506/S. 3090). The Dialysis PATIENT Demonstration Act would allow ESRD providers to coordinate care both inside and outside the dialysis facility. The model empowers patients, emphasizes leadership, and facilitates innovation. See Attachment – 11A

On June 17 2016, CAPG awarded Healthcare Partners, DaVita's medical group division, multiple honors. CAPG awarded HealthCare Partners California and The Everest Clinic in Washington its Standards of Excellence™ Elite Award. Colorado Springs Health Partners received a Standards of Excellence™ Exemplary Award. Standards of Excellence™ awards are achieved by surpassing rigorous, peer-defined benchmarks in survey categories: Care Management Practices, Information Technology, Accountability and Transparency, Patient-Centered Care, Group Support of Advanced Primary Care, and Administrative and Financial Capability.

In August 2016, DaVita Hospital Services, the first inpatient kidney care service to receive Ambulatory Health Care Accreditation from the Joint Commission, was re-accredited for three years. Joint Commission accreditation and certification is recognized nationwide as a symbol of quality that reflects an organizations' commitment to meeting certain performance standards. For the past three years, DaVita

identified key areas for improvement, created training presentations and documents, provided WebEx training sessions and coordinated 156 hospital site visits for The Joint Commission Surveyors and DaVita teammates. Accreditation allows DaVita to monitor and evaluate the safety of kidney care and apheresis therapies against ambulatory industry standards. The accreditation allows for increased focus on enhancing the quality and safety of patient care; improved clinical outcomes and performance metrics, risk management and survey preparedness. Having set standards in place can further allow DaVita to measure performance and become better aligned with its hospital partners. See Attachment – 11B

Improving Patient Care

DaVita has taken on many initiatives to improve the lives of patients suffering from chronic kidney disease ("CKD") and ESRD. These programs include the Kidney Smart, IMPACT, CathAway, and transplant assistance programs. Information on these programs was previously included in the application for Proj. No. 16-009.

There are over 26 million patients with CKD and that number is expected to rise. Current data reveals troubling trends, which help explain the growing need for dialysis services:

- Between 1988-1994 and 2007-2012, the overall prevalence estimate for CKD rose from 12.0 to 13.6 percent. The largest relative increase, from 25.4 to 39.5 percent, was seen in those with cardiovascular disease.¹
- Many studies have shown that diabetes, hypertension, cardiovascular disease, higher body mass index, and advancing age are associated with the increasing prevalence of CKD.²
- Nearly six times the number of new patients began treatment for ESRD in 2012 (approximately 115,000) versus 1980 (approximately 20,000).³
- Nearly eleven times more patients are now being treated for ESRD than in 1980 (approximately 637,000 versus approximately 60,000).⁴
- U.S. patients newly diagnosed with ESRD were 1 in 2,800 in 2011 versus 1 in 11,000 in 1980.⁵
- U.S. patients treated for ESRD were 1 in 526 in 2011 versus 1 in 3,400 in 1980.⁶
- Increasing prevalence in the diagnosis of diabetes and hypertension, the two major causes of CKD; 44% of new ESRD cases have a primary diagnosis of diabetes; 28% have a primary diagnosis of hypertension.⁷
- Nephrology care prior to ESRD continues to be a concern. Since the 2005 introduction of the new Medical Evidence form (2728), with fields addressing pre-ESRD care, there has been little progress made in this area (pre-ESRD data, however, should be interpreted with caution because of the potential for misreporting). Forty-one percent of new ESRD patients in 2012, for example,

¹ US Renal Data System, USRDS 2014 Annual Data Report: Atlas of Chronic Kidney Disease and End-Stage Renal Disease in the United States, National Institutes of Health, National Institute of Diabetes and Digestive and Kidney Diseases, Bethesda, MD, 15 (2014).

² Id.

³ Id. at 79

⁴ Id.

⁵ US Renal Data System, USRDS 2013 Annual Data Report: Atlas of Chronic Kidney Disease and End-Stage Renal Disease in the United States, National Institutes of Health, National Institute of Diabetes and Digestive and Kidney Diseases, Bethesda, MD, 160 (2013).

⁶ Id.

⁷ Id. at 161.

had not seen a nephrologist prior to beginning therapy. And among these patients, 49 percent of those on hemodialysis began therapy with a catheter, compared to 21 percent of those who had received a year or more of nephrology care. Among those with a year or more of pre-ESRD nephrologist care, 54 percent began therapy with a fistula – five times higher than the rate among non-referred patients.⁸

To improve access to kidney care services, DaVita and Northwell Health have joint ventured to serve thousands of patients in Queens and Long Island with integrated kidney care. The joint venture will provide kidney care services in a multi-phased approach, including:

- Physician education and support
- Chronic kidney disease education
- Network of outpatient centers
- Hospital services
- Vascular access
- Integrated care
- Clinical research
- Transplant services

The joint venture will encourage more in-home treatment at centers operated by DaVita and Northwell Health.

DaVita's Kidney Smart program helps to improve intervention and education for pre-ESRD patients. Approximately 69% of CKD Medicare patients have never been evaluated by a nephrologist.⁹ Timely CKD care is imperative for patient morbidity and mortality. Adverse outcomes of CKD can often be prevented or delayed through early detection and treatment. Several studies have shown that early detection, intervention and care of CKD may improve patient outcomes and reduce ESRD:

- Reduced GFR is an independent risk factor for morbidity and mortality. A reduction in the rate of decline in kidney function upon nephrologists' referrals has been associated with prolonged survival of CKD patients,
- Late referral to a nephrologist has been correlated with lower survival during the first 90 days of dialysis, and
- Timely referral of CKD patients to a multidisciplinary clinical team may improve outcomes and reduce cost.

A care plan for patients with CKD includes strategies to slow the loss of kidney function, manage comorbidities, and prevent or treat cardiovascular disease and other complications of CKD, as well as ease the transition to kidney replacement therapy. Through the Kidney Smart program, DaVita offers

⁸ US Renal Data System, USRDS 2014 Annual Data Report: Atlas of Chronic Kidney Disease and End-Stage Renal Disease in the United States, National Institutes of Health, National Institute of Diabetes and Digestive and Kidney Diseases, Bethesda, MD, 107 (2014).

⁹ Id at 4.

educational services to CKD patients that can help patients reduce, delay, and prevent adverse outcomes of untreated CKD. DaVita's Kidney Smart program encourages CKD patients to take control of their health and make informed decisions about their dialysis care.

DaVita's IMPACT program seeks to reduce patient mortality rates during the first 90-days of dialysis through patient intake, education and management, and reporting. Through IMPACT, DaVita's physician partners and clinical team have had proven positive results in addressing the critical issues of the incident dialysis patient. The program has helped improve DaVita's overall gross mortality rate, which has fallen 28% in the last 13 years.

DaVita's CathAway program seeks to reduce the number of patients with central venous catheters ("CVC"). Instead patients receive arteriovenous fistula ("AV fistula") placement. AV fistulas have superior patency, lower complication rates, improved adequacy, lower cost to the healthcare system, and decreased risk of patient mortality compared to CVCs. In July 2003, the Centers for Medicare and Medicaid Services, the End Stage Renal Disease Networks and key providers jointly recommended adoption of a National Vascular Access Improvement Initiative ("NVAII") to increase the appropriate use of AV fistulas for hemodialysis. The CathAway program is designed to comply with NVAII through patient education outlining the benefits for AV fistula placement and support through vessel mapping, fistula surgery and maturation, first cannulation and catheter removal. DaVita has worked with its physician partners and clinical teammates to reduce catheter rates by 46 percent over the last seven years.

In 2013, DaVita was the first large dialysis provider to implement a comprehensive teammate vaccination order, requiring all teammates who work in or whose jobs require frequent visits to dialysis centers to either be vaccinated against influenza or wear surgical masks in patient-care areas. WipeOut, DaVita's infection surveillance, prevention and response program, aims to help patients live longer and avoid infection-related hospitalizations. DaVita led the industry with more than 90 percent of its dialysis patients immunized for influenza in 2015.

For more than a decade, DaVita has been investing and growing its integrated kidney care capabilities. Through Patient Pathways, DaVita partners with hospitals to provide faster, more accurate ESRD patient placement to reduce the length of hospital inpatient stays and readmissions. Importantly, Patient Pathways is not an intake program. An unbiased onsite liaison, specializing in ESRD patient care, meets with both newly diagnosed and existing ESRD patients to assess their current ESRD care and provides information about insurance, treatment modalities, outpatient care, financial obligations before discharge, and grants available to ESRD patients. Patients choose a provider/center that best meets their needs for insurance, preferred nephrologists, transportation, modality and treatment schedule.

DaVita currently partners with over 350 hospitals nationwide through Patient Pathways. Patient Pathways has demonstrated benefits to hospitals, patients, physicians and dialysis centers. Since its creation in 2007, Patient Pathways has impacted over 130,000 patients. The Patient Pathways program reduced overall readmission rates by 18 percent, reduced average patient stay by a half-day, and reduced acute dialysis treatments per patient by 11 percent. Moreover, patients are better educated and arrive at the dialysis center more prepared and less stressed. They have a better understanding of their insurance coverage and are more engaged and satisfied with their choice of dialysis facility. As a result, patients have higher attendance rates, are more compliant with their dialysis care, and have fewer avoidable readmissions.

Since 1996, Village Health has innovated to become the country's largest renal National Committee for Quality Assurance accredited disease management program. VillageHealth's Integrated Care Management ("ICM") services partners with patients, providers and care team members to focus on the root causes of unnecessary hospitalizations such as unplanned dialysis starts, infection, fluid overload and medication management.

VillageHealth ICM services for payers and ACOs provide CKD and ESRD population health management delivered by a team of dedicated and highly skilled nurses who support patients both in the field and on the phone. Nurses use VillageHealth's industry-leading renal decision support and risk stratification

Attachment – 11

software to manage a patient's coordinated needs. Improved clinical outcomes and reduced hospital readmission rates have contributed to improved quality of life for patients. As of 2014, VillageHealth ICM has delivered up to a 15 percent reduction in non-dialysis medical costs for ESRD patients, a 15 percent lower year-one mortality rate over a three-year period, and 27 percent fewer hospital readmissions compared to the Medicare benchmark. Applied to DaVita's managed ESRD population, this represents an annual savings of more than \$30 million.

DaVita has long been committed to helping its patients receive a thorough kidney transplant education within 30 days of their first dialysis treatment. Patients are educated about the step-by-step transplant process and requirements, health benefits of a transplant and the transplant center options available to them. The social worker or designee obtains transplant center guidelines and criteria for selection of appropriate candidates and assists transplant candidates with factors that may affect their eligibility, such as severe obesity, adherence to prescribed medicine or therapy, and social/emotional/financial factors related to post-transplant functioning.

In an effort to better serve all kidney patients, DaVita believes in requiring that all providers measure outcomes in the same way and report them in a timely and accurate basis or be subject to penalty. There are four key measures that are the most common indicators of quality care for dialysis providers: dialysis adequacy, fistula use rate, nutrition and bone and mineral metabolism. Adherence to these standard measures has been directly linked to 15-20% fewer hospitalizations. On each of these measures, DaVita has demonstrated superior clinical outcomes, which directly translated into 7% reduction in hospitalizations among DaVita patients.

DaVita Rx, the first and largest licensed, full-service U.S. renal pharmacy, focuses on the unique needs of dialysis patients. Since 2005, DaVita Rx has been helping improve outcomes by delivering medications to dialysis centers or to patients' homes, making it easier for patients to keep up with their drug regimens. DaVita Rx patients have medication adherence rates greater than 80%, almost double that of patients who fill their prescriptions elsewhere, and are correlated with 40% fewer hospitalizations.

Awards

DaVita has been repeatedly recognized for its commitment to its employees (or teammates), particularly its more than 1,700 teammates who are reservists, members of the National Guard, military veterans, and military spouses. Victory Media, publisher of *GI Jobs®* and *Military Spouse Magazine*, recently recognized DaVita as the best 2016 Military Friendly Employer in the health care industry and 34th among all industries. Companies competed for the elite Military Friendly® Employer title by completing a data-driven survey. Criteria included a benchmark score across key programs and policies, such as the strength of company military recruiting efforts, percentage of new hires with prior military service, retention programs for veterans, and company policies on National Guard and Reserve service. DaVita was also named as a *Civilianjobs.com* Most Valuable Employer (MVE) for Military winner for five consecutive years. The MVE was open to all U.S.-based companies, and winners were selected based on surveys in which employers outlined their recruiting, training and retention plans that best serve military service members and veterans.

In May 2016, DaVita was certified by WorldBlu as a "Freedom-Centered Workplace." For the ninth consecutive year, DaVita appeared on WorldBlu's list, formerly known as "most democratic" workplaces. WorldBlu surveys organizations' teammates to determine the level of democracy practiced. For the fifth consecutive year, DaVita was recognized as a Top Workplace by The Denver Post. DaVita was recognized among *Training* magazine's Top 125 for its whole-person learning approach to training and development programs for the twelfth year in a row. Finally, DaVita has been recognized as one of Fortune® Magazine's Most Admired Companies in 2016 – for the ninth consecutive year and tenth year overall.

Service to the Community

DaVita is also committed to sustainability and reducing its carbon footprint. In fact, it is the only kidney care company recognized by the Environmental Protection Agency for its sustainability initiatives. In 2010, DaVita opened the first LEED-certified dialysis center in the U.S. Newsweek Green Rankings recognized DaVita as a 2015 Top Green Company in the United States, and it has appeared on the list every year since the inception of the program in 2009. Furthermore, DaVita annually saves approximately 8 million pounds of medical waste through dialyzer reuse and it also diverts more than 85% of its waste through composting and recycling programs. It has also undertaken a number of similar initiatives at its offices and has achieved LEED Gold certification for its corporate headquarters. In addition, DaVita was also recognized as an "EPA Green Power Partner" by the U.S. Environmental Protection Agency.

DaVita consistently raises awareness of community needs and makes cash contributions to organizations aimed at improving access to kidney care. DaVita provides significant funding to kidney disease awareness organizations such as the Kidney TRUST, the National Kidney Foundation, the American Kidney Fund, and several other organizations. Its own employees, or members of the "DaVita Village," assist in these initiatives. In 2015, more than 550 riders participated in Tour DaVita, DaVita's annual charity bike ride, which raised \$1.2 million to support Bridge of Life. Bridge of Life serves thousands of men, women and children around the world through kidney care, primary care, education and prevention and medically supported camps for kids. DaVita Way of Giving program donated \$2 million in 2015 to locally based charities across the United States. Since 2011, DaVita teammates have donated \$6.8 million to thousands of organizations through DaVita Way of Giving. DaVita teammates and their families and friends have volunteered more than 111,000 hours through 2,500 Village Service Days projects since 2006.

DaVita does not limit its community engagement to the U.S. alone. In 2015, Bridge of Life, the primary program of DaVita Village Trust, an independent 501(c)(3) nonprofit organization, completed more than 32 international medical missions and over 50 domestic missions and CKD screening events. More than 300 DaVita volunteers supported these missions, impacting nearly 17,000 men, women and children in 15 countries.

1. Neither the Centers for Medicare and Medicaid Services nor the Illinois Department of Public Health ("IDPH") has taken any adverse action involving civil monetary penalties or restriction or termination of participation in the Medicare or Medicaid programs against any of the applicants, or against any Illinois health care facilities owned or operated by the Applicants, directly or indirectly, within three years preceding the filing of this application.
2. A list of health care facilities owned or operated by the Applicants in Illinois is attached at Attachment – 11C. Dialysis facilities are currently not subject to State Licensure in Illinois.

Certification that no adverse action has been taken against either of the Applicants or against any health care facilities owned or operated by the Applicants in Illinois within three years preceding the filing of this application is attached at Attachment – 11D.

3. An authorization permitting the Illinois Health Facilities and Services Review Board ("State Board") and IDPH access to any documents necessary to verify information submitted, including, but not limited to: official records of IDPH or other State agencies; and the records of nationally recognized accreditation organizations is attached at Attachment – 11D.

Attachment – 11

DaVita News

DaVita Joins Patients and Providers to Urge Congress to Pass Bipartisan Dialysis PATIENT Demonstration Act

DENVER, July 18, 2016 /PRNewswire/ -- DaVita Kidney Care (NYSE: DVA), a leading independent provider of integrated health and kidney care services in the United States, today announced support for the Dialysis PATIENT Demonstration Act (H.R. 5506 / S. 3090).

"This legislation transforms the quality of care delivered to Americans on dialysis," said Javier Rodriguez, president and CEO of DaVita Kidney Care.

"By assuming full clinical and economic accountability, ESRD providers will be able to coordinate care inside and outside the dialysis facility," said Rodriguez. "This model is good for patients and good for taxpayers. It will succeed because it empowers patients, emphasizes physician leadership, and facilitates innovation. DaVita joins dialysis patients and providers in supporting this bipartisan, patient-centered legislation."

Approximately 660,000 people in the U.S. suffer from end-stage renal disease (ESRD), also known as kidney failure. Many ESRD patients struggle with multiple chronic illnesses such as diabetes, heart disease and depression. They are also more likely to be socioeconomically disadvantaged, which limits their ability to access needed health care services.

H.R. 5506 is sponsored by Reps. Todd Young (R-IN), Earl Blumenauer (D-OR), Cathy McMorris Rodgers (R-WA) and Tony Cárdenas (D-CA). S. 3090 is sponsored by Sens. Dean Heller (R-NV) and Bill Nelson (D-FL).

Follow and support the legislation via social media under #DialysisPATIENTAct.

About DaVita Kidney Care

DaVita Kidney Care is a division of DaVita HealthCare Partners Inc., a Fortune 500® company that, through its operating divisions, provides a variety of health care services to patient populations throughout the United States and abroad. A leading provider of dialysis services in the United States, DaVita Kidney Care treats patients with chronic kidney failure and end stage renal disease. DaVita Kidney Care strives to improve patients' quality of life by innovating clinical care, and by offering integrated treatment plans, personalized care teams and convenient health-management services. As of March 31, 2016, DaVita Kidney Care operated or provided administrative services at 2,278 outpatient dialysis centers located in the United States serving approximately 180,000 patients. The company also operated 124 outpatient dialysis centers located in 10 countries outside the United States. DaVita Kidney Care supports numerous programs dedicated to creating positive, sustainable change in communities around the world. The company's leadership development initiatives and social responsibility efforts have been recognized by Fortune, Modern Healthcare, Newsweek and WorldBlu. For more information, please visit DaVita.com.

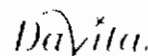
Media contact:

Kate Stabrawa

303-876-7527

Kate.stabrawa@davita.com

Logo -

  HealthCare Partners.

<http://photos.prnewswire.com/prnh/20140318/DC85712LOGO>

SOURCE DaVita Kidney Care

<http://pressreleases.davitahealthcarepartners.com/2016-07-18-DaVita-Joins-Patients-and-Providers-to-Urge-Congress-to-Pass-Bipartisan-Dialysis-PATIENT-Demonstration-Act>

DaVita News

DaVita Hospital Services Receives Re-Accreditation from The Joint Commission

The first dialysis organization to secure re-accreditation

DENVER, Aug. 17, 2016 /PRNewswire-USNewswire/ -- **DaVita Kidney Care**, a division of DaVita HealthCare Partners Inc. (NYSE: DVA), and a leading independent provider of integrated health and kidney care services in the United States, today announced that DaVita Hospital Services has been re-accredited for Ambulatory Health Care from The Joint Commission effective 2016.

Per the commission website, "The Joint Commission accredits and certifies nearly 21,000 health care organizations and programs in the United States. Joint Commission accreditation and certification is recognized nationwide as a symbol of quality that reflects an organization's commitment to meeting certain performance standards."

"Re-accreditation validates our organization's commitment to quality improvement and patient safety," said Amanda Hale, vice president of DaVita Hospital Services for DaVita Kidney Care. "As health care delivery models become more focused and dependent upon improved clinical outcomes and quality performance metrics, DaVita Hospital Services strives to be a leader in continually improving the quality and safety of the care we administer."

The Joint Commission worked collaboratively to outline national industry standards by which safety and quality of inpatient kidney disease and apheresis therapies will be measured in the future. DaVita, its hospital partners and other entities will be able to, for the first time, systematically monitor and evaluate the quality and safety of care provided.

"DaVita Hospital Services was awarded this designation after a thorough vetting process that involved two-and-a-half months of surveys at more than 156 DaVita inpatient dialysis sites" said Michael Kulczycki, executive director, Ambulatory Health Care Accreditation, The Joint Commission.

For the past three years, DaVita identified key areas for improvement, created training presentations and documents, provided WebEx training sessions and coordinated 156 hospital site visits for The Joint Commission Surveyors and DaVita teammates. Accreditation allows DaVita to monitor and evaluate the safety of kidney care and apheresis therapies against ambulatory industry standards. The accreditation allows for increased focus on enhancing the quality and safety of patient care; improved clinical outcomes and performance metrics, risk management and survey preparedness. Having set standards in place can further allow DaVita to measure performance and become better aligned with its hospital partners.

In 2013, DaVita became the first inpatient kidney care service provider to receive Ambulatory Health Care Accreditation. The Ambulatory Health Care Accreditation is a three year certification that validates an organization's commitment to meeting certain performance standards.

About DaVita Kidney Care

DaVita Kidney Care is a division of DaVita HealthCare Partners Inc., a Fortune 500® company that, through its operating divisions, provides a variety of health care services to patient populations throughout the United States and abroad. A leading provider of dialysis services in the United States, DaVita Kidney Care treats patients with chronic kidney failure and end stage renal disease. DaVita Kidney Care strives to improve patients' quality of life by innovating clinical care, and by offering integrated treatment plans, personalized care teams and convenient health-management services. As of June 30, 2016, DaVita Kidney Care operated or provided administrative services at 2,293 outpatient dialysis centers located in the United States serving approximately 185,000 patients. The company also operated 127 outpatient dialysis centers located in 11 countries outside the United States. DaVita Kidney Care supports numerous programs dedicated to creating positive, sustainable change in communities around the world. The company's leadership development initiatives and social responsibility efforts have been recognized by Fortune, Modern Healthcare, Newsweek and WorldBlu. For more information, please visit DaVita.com.

Media Contact:

Madison Spahr
Communications | DaVita Kidney Care
2000 16th Street | Denver, Co 80202
(310) 490-7257
Madison.Spahr@davita.com

Logo -



<http://photos.prnewswire.com/prnh/20160817/398805LOGO>

SOURCE DaVita Kidney Care

<http://pressreleases.davitahealthcarepartners.com/2016-08-17-DaVita-Hospital-Services-Receives-Re-Accreditation-from-The-Joint-Commission>

DaVita HealthCare Partners Inc.									
Illinois Facilities									
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number		
Adams County Dialysis	436 N 10TH ST		QUINCY	ADAMS	IL	62301-4152	14-2711		
Alton Dialysis	3511 COLLEGE AVE		ALTON	MADISON	IL	62002-5009	14-2619		
Arlington Heights Renal Center	17 WEST GOLF ROAD		ARLINGTON HEIGHTS	COOK	IL	60005-3905	14-2628		
Barrington Creek	28160 W. NORTHWEST HIGHWAY		LAKE BARRINGTON	LAKE	IL	60010	14-2736		
Belvidere Dialysis	1755 BELOIT ROAD		BELVIDERE	BOONE	IL	61008			
Benton Dialysis	1151 ROUTE 14 W		BENTON	FRANKLIN	IL	62812-1500	14-2608		
Beverly Dialysis	8109 SOUTH WESTERN AVE		CHICAGO	COOK	IL	60620-5939	14-2638		
Big Oaks Dialysis	5623 W TOUHY AVE		NILES	COOK	IL	60714-4019	14-2712		
Buffalo Grove Renal Center	1291 W. DUNDEE ROAD		BUFFALO GROVE	COOK	IL	60089-4009	14-2650		
Calumet City Dialysis	1200 SIBLEY BOULEVARD		CALUMET CITY	COOK	IL	60409			
Carpentersville Dialysis	2203 RANDALL ROAD		CARPENTERSVILLE	KANE	IL	60110-3355	14-2598		
Centralia Dialysis	1231 STATE ROUTE 161		CENTRALIA	MARION	IL	62801-6739	14-2609		
Chicago Heights Dialysis	177 W JOE ORR RD	STE B	CHICAGO HEIGHTS	COOK	IL	60411-1733	14-2635		
Chicago Ridge Dialysis	10511 SOUTH HARLEM AVE		WORTH	COOK	IL	60482			
Churchview Dialysis	5970 CHURCHVIEW DR		ROCKFORD	WINNEBAGO	IL	61107-2574	14-2640		
Cobblestone Dialysis	934 CENTER ST	STE A	ELGIN	KANE	IL	60120-2125	14-2715		
Collinsville Dialysis	101 LANIER COURT	BLDG 2	COLLINSVILLE	MADISON	IL	62234			
Country Hills Dialysis	4215 W 167TH ST		COUNTRY CLUB HILLS	COOK	IL	60478-2017	14-2575		
Crystal Springs Dialysis	720 COG CIRCLE		CRYSTAL LAKE	MCHENRY	IL	60014-7301	14-2716		
Decatur East Wood Dialysis	794 E WOOD ST		DECATUR	MACON	IL	62523-1155	14-2599		
Dixon Kidney Center	1131 N GALENA AVE		DIXON	LEE	IL	61021-1015	14-2651		
Driftwood Dialysis	1808 SOUTH WEST AVE		FREEPORT	STEPHENSON	IL	61032-6712	14-2747		
Edwardsville Dialysis	235 S BUCHANAN ST		EDWARDSVILLE	MADISON	IL	62025-2108	14-2701		
Effingham Dialysis	904 MEDICAL PARK DR	STE 1	EFFINGHAM	EFFINGHAM	IL	62401-2193	14-2580		
Emerald Dialysis	710 W 43RD ST		CHICAGO	COOK	IL	60609-3435	14-2529		
Evanston Renal Center	1715 CENTRAL STREET		EVANSTON	COOK	IL	60201-1507	14-2511		
Forest City Rockford	4103 W STATE ST		ROCKFORD	WINNEBAGO	IL	61101			
Grand Crossing Dialysis	7319 S COTTAGE GROVE AVENUE		CHICAGO	COOK	IL	60619-1909	14-2728		
Freeport Dialysis	1028 S KUNKLE BLVD		FREEPORT	STEPHENSON	IL	61032-6914	14-2642		
Garfield Kidney Center	3250 WEST FRANKLIN BLVD		CHICAGO	COOK	IL	60624-1509	14-2777		
Granite City Dialysis Center	9 AMERICAN VLG		GRANITE CITY	MADISON	IL	62040-3706	14-2537		
Harvey Dialysis	16641 S HALSTED ST		HARVEY	COOK	IL	60426-6174	14-2698		
Hazel Crest Renal Center	3470 WEST 183rd STREET		HAZEL CREST	COOK	IL	60429-2428	14-2622		

DaVita HealthCare Partners Inc.							
Illinois Facilities							
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
Huntley Dialysis	10350 HALIGUS ROAD		HUNTLEY	MCHENRY	IL	60142	
Illini Renal Dialysis	507 E UNIVERSITY AVE		CHAMPAIGN	CHAMPAIGN	IL	61820-3828	14-2633
Jacksonville Dialysis	1515 W WALNUT ST		JACKSONVILLE	MORGAN	IL	62650-1150	14-2581
Jerseyville Dialysis	917 S STATE ST		JERSEYVILLE	JERSEY	IL	62052-2344	14-2636
Kankakee County Dialysis	581 WILLIAM R LATHAM SR DR	STE 104	BOURBONNAIS	KANKAKEE	IL	60914-2439	14-2685
Kenwood Dialysis	4259 S COTTAGE GROVE AVENUE		CHICAGO	COOK	IL	60653	14-2717
Lake County Dialysis Services	565 LAKEVIEW PARKWAY	STE 176	VERNON HILLS	LAKE	IL	60061	14-2552
Lake Villa Dialysis	37809 N IL ROUTE 59		LAKE VILLA	LAKE	IL	60046-7332	14-2666
Lawndale Dialysis	3934 WEST 24TH ST		CHICAGO	COOK	IL	60623	14-2768
Lincoln Dialysis	2100 WEST FIFTH		LINCOLN	LOGAN	IL	62656-9115	14-2582
Lincoln Park Dialysis	3157 N LINCOLN AVE		CHICAGO	COOK	IL	60657-3111	14-2528
Litchfield Dialysis	915 ST FRANCES WAY		LITCHFIELD	MONTGOMERY	IL	62056-1775	14-2583
Little Village Dialysis	2335 W CERMAK RD		CHICAGO	COOK	IL	60608-3811	14-2668
Logan Square Dialysis	2838 NORTH KIMBALL AVE		CHICAGO	COOK	IL	60618	14-2534
Loop Renal Center	1101 SOUTH CANAL STREET		CHICAGO	COOK	IL	60607-4901	14-2505
Machesney Park Dialysis	6950 NORTH PERRYVILLE ROAD		MACHESNEY PARK	WINNEBAGO	IL	61115	
Macon County Dialysis	1090 W MCKINLEY AVE		DECATUR	MACON	IL	62526-3208	14-2584
Marengo City Dialysis	910 GREENLEE STREET	STE B	MARENGO	MCHENRY	IL	60152-8200	14-2643
Marion Dialysis	324 S 4TH ST		MARION	WILLIAMSON	IL	62959-1241	14-2570
Maryville Dialysis	2130 VADALABENE DR		MARYVILLE	MADISON	IL	62062-5632	14-2634
Mattoon Dialysis	6051 DEVELOPMENT DRIVE		CHARLESTON	COLES	IL	61938-4652	14-2585
Metro East Dialysis	5105 W MAIN ST		BELLEVIEW	SAINT CLAIR	IL	62226-4728	14-2527
Montclare Dialysis Center	7009 W BELMONT AVE		CHICAGO	COOK	IL	60634-4533	14-2649
Montgomery County Dialysis	1822 SENATOR MILLER DRIVE		HILLSBORO	MONTGOMERY	IL	62049	
Mount Vernon Dialysis	1800 JEFFERSON AVE		MOUNT VERNON	JEFFERSON	IL	62864-4300	14-2541
Mt. Greenwood Dialysis	3401 W 111TH ST		CHICAGO	COOK	IL	60655-3329	14-2660
O'Fallon Dialysis	1941 FRANK SCOTT PKWY E	STE B	O'FALLON	ST. CLAIR	IL	62269	
Olney Dialysis Center	117 N BOONE ST		OLNEY	RICHLAND	IL	62450-2109	14-2674
Olympia Fields Dialysis Center	4557B LINCOLN HWY	STE B	MATTESON	COOK	IL	60443-2318	14-2548
Palos Park Dialysis	13155 S LaGRANGE ROAD		ORLAND PARK	COOK	IL	60462-1162	14-2732
Park Manor Dialysis	95TH STREET & COLFAX AVENUE		CHICAGO	COOK	IL	60617	
Pittsfield Dialysis	640 W WASHINGTON ST		PITTSFIELD	PIKE	IL	62363-1350	14-2708

DaVita HealthCare Partners Inc. Illinois Facilities							
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
Red Bud Dialysis	LOT 4 IN 1ST ADDITION OF EAST INDUSTRIAL PARK		RED BUD	RANDOLPH	IL	62278	14-2772
Robinson Dialysis	1215 N ALLEN ST	STE B	ROBINSON	CRAWFORD	IL	62454-1100	14-2714
Rockford Dialysis	3339 N ROCKTON AVE		ROCKFORD	WINNEBAGO	IL	61103-2839	14-2647
Roxbury Dialysis Center	622 ROXBURY RD		ROCKFORD	WINNEBAGO	IL	61107-5089	14-2665
Rushville Dialysis	112 SULLIVAN DRIVE		RUSHVILLE	SCHUYLER	IL	62681-1293	14-2620
Sauget Dialysis	2061 GOOSE LAKE RD		SAUGET	SAINT CLAIR	IL	62206-2822	14-2561
Schaumburg Renal Center	1156 S ROSELLE ROAD		SCHAUMBURG	COOK	IL	60193-4072	14-2654
Shiloh Dialysis	1095 NORTH GREEN MOUNT RD		SHILOH	ST CLAIR	IL	62269	14-2753
Silver Cross Renal Center - Morris	1551 CREEK DRIVE		MORRIS	GRUNDY	IL	60450	14-2740
Silver Cross Renal Center - New Lenox	1890 SILVER CROSS BOULEVARD		NEW LENOX	WILL	IL	60451	14-2741
Silver Cross Renal Center - West	1051 ESSINGTON ROAD		JOLIET	WILL	IL	60435	14-2742
South Holland Renal Center	16136 SOUTH PARK AVENUE		SOUTH HOLLAND	COOK	IL	60473-1511	14-2544
Springfield Central Dialysis	932 N RUTLEDGE ST		SPRINGFIELD	SANGAMON	IL	62702-3721	14-2586
Springfield Montvale Dialysis	2930 MONTVALE DR	STE A	SPRINGFIELD	SANGAMON	IL	62704-5376	14-2590
Springfield South	2930 SOUTH 6th STREET		SPRINGFIELD	SANGAMON	IL	62703	14-2733
Stoncrest Dialysis	1302 E STATE ST		ROCKFORD	WINNEBAGO	IL	61104-2228	14-2615
Stony Creek Dialysis	9115 S CICERO AVE		OAK LAWN	COOK	IL	60453-1895	14-2661
Stony Island Dialysis	8725 S STONY ISLAND AVE		CHICAGO	COOK	IL	60617-2709	14-2718
Sycamore Dialysis	2200 GATEWAY DR		SYCAMORE	DEKALB	IL	60178-3113	14-2639
Taylorville Dialysis	901 W SPRESSER ST		TAYLORVILLE	CHRISTIAN	IL	62568-1831	14-2587
Tazewell County Dialysis	1021 COURT STREET		PEKIN	TAZEWELL	IL	61554	14-2767
Timber Creek Dialysis	1001 S ANNIE GLIDDEN ROAD		DEKALB	DEKALB	IL	60115	14-2763
Tinley Park Dialysis	16767 SOUTH 80TH AVENUE		TINLEY PARK	COOK	IL	60477	
TRC Children's Dialysis Center	2611 N HALSTED ST		CHICAGO	COOK	IL	60614-2301	14-2604
Vandalia Dialysis	301 MATTES AVE		VANDALIA	FAYETTE	IL	62471-2061	14-2693
Vermilion County Dialysis	22 WEST NEWELL ROAD		DANVILLE	VERMILION	IL	61834	
Washington Heights Dialysis	10620 SOUTH HALSTED STREET		CHICAGO	COOK	IL	60628	

DaVita HealthCare Partners Inc.								
Illinois Facilities								
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number	
Waukegan Renal Center	1616 NORTH GRAND AVENUE	STE C	Waukegan	COOK	IL	60085-3676	14-2577	
Wayne County Dialysis	303 NW 11TH ST	STE 1	FAIRFIELD	WAYNE	IL	62837-1203	14-2688	
West Lawn Dialysis	7000 S PULASKI RD		CHICAGO	COOK	IL	60629-5842	14-2719	
West Side Dialysis	1600 W 13TH STREET		CHICAGO	COOK	IL	60608	14-2783	
Whiteside Dialysis	2600 N LOCUST	STE D	STERLING	WHITESIDE	IL	61081-4602	14-2648	
Woodlawn Dialysis	5060 S STATE ST		CHICAGO	COOK	IL	60609	14-2310	

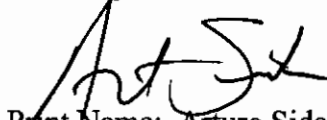
Kathryn Olson
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chair Olson:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 that no adverse action as defined in 77 IAC 1130.140 has been taken against any in-center dialysis facility owned or operated by DaVita HealthCare Partners Inc. or DVA Renal Healthcare Inc. in the State of Illinois during the three year period prior to filing this application.

Additionally, pursuant to 77 Ill. Admin. Code § 1110.1430(b)(3)(J), I hereby authorize the Health Facilities and Services Review Board ("HFSRB") and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted as part of this application for permit. I further authorize HFSRB and IDPH to obtain any additional information or documents from other government agencies which HFSRB or IDPH deem pertinent to process this application for permit.

Sincerely,



Print Name: Arturo Sida
Its: Assistant Corporate Secretary
DaVita HealthCare Partners Inc.

Subscribed and sworn to me

This ___ day of _____, 2016

See Attached

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On July 27, 2016 before me, Kimberly Ann K. Burgo, Notary Public
(here insert name and title of the officer)

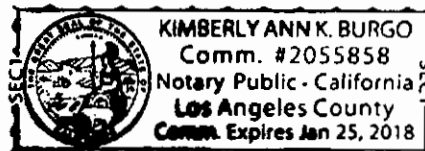
personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Ltr. to K.Olson re CON Application (Springfield Central Dialysis)

Document Date: July 27, 2016 Number of Pages: 1 (one)

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s): _____

☐ Individual

☒ Corporate Officer Assistant Corporate Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita HealthCare Partners Inc.

Section III, Project Purpose, Background and Alternatives – Information Requirements
Criterion 1110.230(b), Project Purpose, Background and Alternatives

Purpose of the Project

1. The Applicants propose to discontinue its Existing Facility and establish the Replacement Facility. The Applicants have a lease with Memorial Health System for the Existing Facility that expires on December 31, 2019. Memorial Health System notified the Applicants that it will repurpose the current space leased at 932 North Rutledge Street, Springfield, Illinois 62702 to other uses that will support the business needs of Memorial Health System upon termination of the existing lease term. See Attachment – 12. Memorial Health System has agreed to allow the Applicants to vacate the space prior to the end of the lease term without penalty. The Replacement Facility will be a ground-up build with an anticipated construction timeline of 18 to 24 months. To ensure that the current patients at the Existing Facility have a place to dialyze without interruption, DaVita elected to file the CON application to relocate the Existing Facility sooner rather than later.

The Replacement Facility is needed to serve the existing demand for dialysis services in the area. As of June 30, 2016, the Existing Facility's patient census was 79 in-center ESRD patients. Ashraf Tamizuddin, M.D., the Medical Director for Springfield Central Dialysis, anticipates all 79 current patients will transfer to the Replacement Facility. Furthermore, Dr. Tamizuddin is currently treating 49 Stage 4 & 5 CKD patients who reside within the same ZIP code (62702) of the proposed Replacement Facility. See Appendix 1. Conservatively, based upon attrition due to patient death, transplant, or return of function, it is projected that 31 of these pre-ESRD patients will require dialysis within 12 to 24 months of completion of the proposed Replacement Facility. While the Existing Facility's 79 patients represent a 62.7% utilization rate, which is below the State's 80% standard, Dr. Tamizuddin's medical practice is treating 493 Stage 3, 4, or 5 CKD patients who reside within 30 minutes of the proposed Replacement Facility. Importantly, 115 of these patients live in the proposed Replacement Facility's ZIP code of 62702. Based upon Dr. Tamizuddin's large CKD patient population, the Applicants project the Replacement Facility will achieve a utilization rate well over 80% within 12 to 24 months of project completion.

As a previously noted in Section 1110.130, the Replacement Facility will be plumbed for 24 stations. Thus, a benefit of the forced relocation is that the Replacement Facility will have the capacity to expand and will allow for a future census capacity of 144 in-center ESRD patients.

As shown in Attachment – 12A, including the Existing Facility, there are currently 5 existing or approved dialysis facilities within 30 minutes normal travel time of the proposed location of the Replacement Facility. When excluding the one hospital-based facility that only serves high acuity patients, the utilization within the GSA increases to 66.4%. With 493 CKD patients within 30 minutes of the proposed Replacement Facility and 115 CKD patients residing in 62702 alone, there will be insufficient capacity within the GSA to accommodate all current and projected ESRD patients. With the 31 projected new ESRD patients within 12 to 24 months of project completion, the utilization of Springfield Central Dialysis will climb to 87.3%, and easily meet the State Board's utilization standard of 80%.

2. A map of the market area for the proposed Replacement Facility is attached at Attachment – 12B. The market area encompasses an approximate 20 mile radius around the proposed Replacement Facility. The boundaries of the market area are as follows:

- North approximately 30 minutes normal travel time to Greenvew, Illinois.
- Northeast approximately 16 minutes normal travel time to Irving Park Road and US-41.
- East approximately 30 minutes normal travel time to Illiopolis, Illinois.
- Southeast approximately 30 minutes normal travel time to Edinburg, Illinois.
- South approximately 30 minutes normal travel time to Divernon, Illinois.
- Southwest approximately 30 minutes normal travel time to New Berlin, Illinois.
- West approximately 25 minutes normal travel time to Pleasant Plains, Illinois.
- Northwest approximately 30 minutes normal travel time to Petersburg, Illinois.

3. Source Information

US Renal Data System, USRDS 2013 Annual Data Report: Atlas of Chronic Kidney Disease and End-Stage Renal Disease in the United States, Bethesda, MD: National Institutes of Health, National Institute of Diabetes and Digestive and Kidney Diseases (2013).

US Renal Data System, USRDS 2014 Annual Data Report: Atlas of Chronic Kidney Disease and End-Stage Renal Disease in the United States, National Institutes of Health, National Institute of Diabetes and Digestive and Kidney Diseases, Bethesda, MD (2014).

CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC). NATIONAL CHRONIC KIDNEY DISEASE FACT SHEET: GENERAL INFORMATION AND NATIONAL ESTIMATES ON CHRONIC KIDNEY DISEASE IN THE UNITED STATES, 2014. Atlanta, GA: US Department of Health and Human Services, Centers for Disease Control and Prevention; 2014.

DEPT' OF HEALTH & HUMAN SERVS., OFFICE OF THE ASSISTANT SEC'Y FOR PLANNING AND EVALUATION, HEALTH INSURANCE MARKETPLACES 2015 OPEN ENROLLMENT PERIOD: MARCH ENROLLMENT REPORT (Mar. 10, 2015) available at <http://aspe.hhs.gov/pdf-report/health-insurance-marketplace-2015-open-enrollment-period-march-enrollment-report> (last visited Nov. 23, 2015).

4. The Applicants have a lease with Memorial Health System for the Existing Facility that expires on December 31, 2019. Memorial Health System notified the Applicants that it will repurpose the current space leased at 932 North Rutledge Street, Springfield, Illinois 62702 to other uses that will support the business needs of Memorial Health System upon termination of the existing lease term. See Attachment – 12. Memorial Health System has agreed to allow the Applicants to vacate the space prior to the end of the lease term without penalty. The Replacement Facility will be a ground-up build with an anticipated construction timeline of 18 to 24 months. To ensure that the current patients at the Existing Facility have a place to dialyze without interruption, DaVita elected to file the CON application to relocate the Existing Facility sooner rather than later.
5. The Applicants anticipate the Replacement Facility will have quality outcomes comparable to its other facilities. Additionally, in an effort to better serve all kidney patients, DaVita believes in requiring all providers measure outcomes in the same way and report them in a timely and accurate basis or be subject to penalty. There are four key measures that are the most common indicators of quality care for dialysis providers - dialysis adequacy, fistula use rate, nutrition and bone and mineral metabolism. Adherence to these standard measures has been directly linked to 15-20% fewer hospitalizations. On each of these measures, DaVita has demonstrated superior clinical outcomes, which directly translated into 7% reduction in hospitalizations among DaVita patients.



701 North First Street • Springfield, Illinois 62781-0001
www.memorialmedical.com • Phone (217) 788-3000

July 8, 2016

Davita
Cindy Emley
Regional Operations Director
2930 South Montvale Drive, Suite A
Springfield, IL 62704

RE: 932 North Rutledge

Dear Cindy,

Per your request, I am writing to confirm that we will be repurposing the current space being leased by Davita at 932 North Rutledge Street, Springfield, IL to other uses that will support the business needs of Memorial Health System. It is my understanding that the current lease between Davita and Memorial Medical Center expires December 31, 2019.

In the event you have any questions, please do not hesitate to contact me at (217)788-3851.

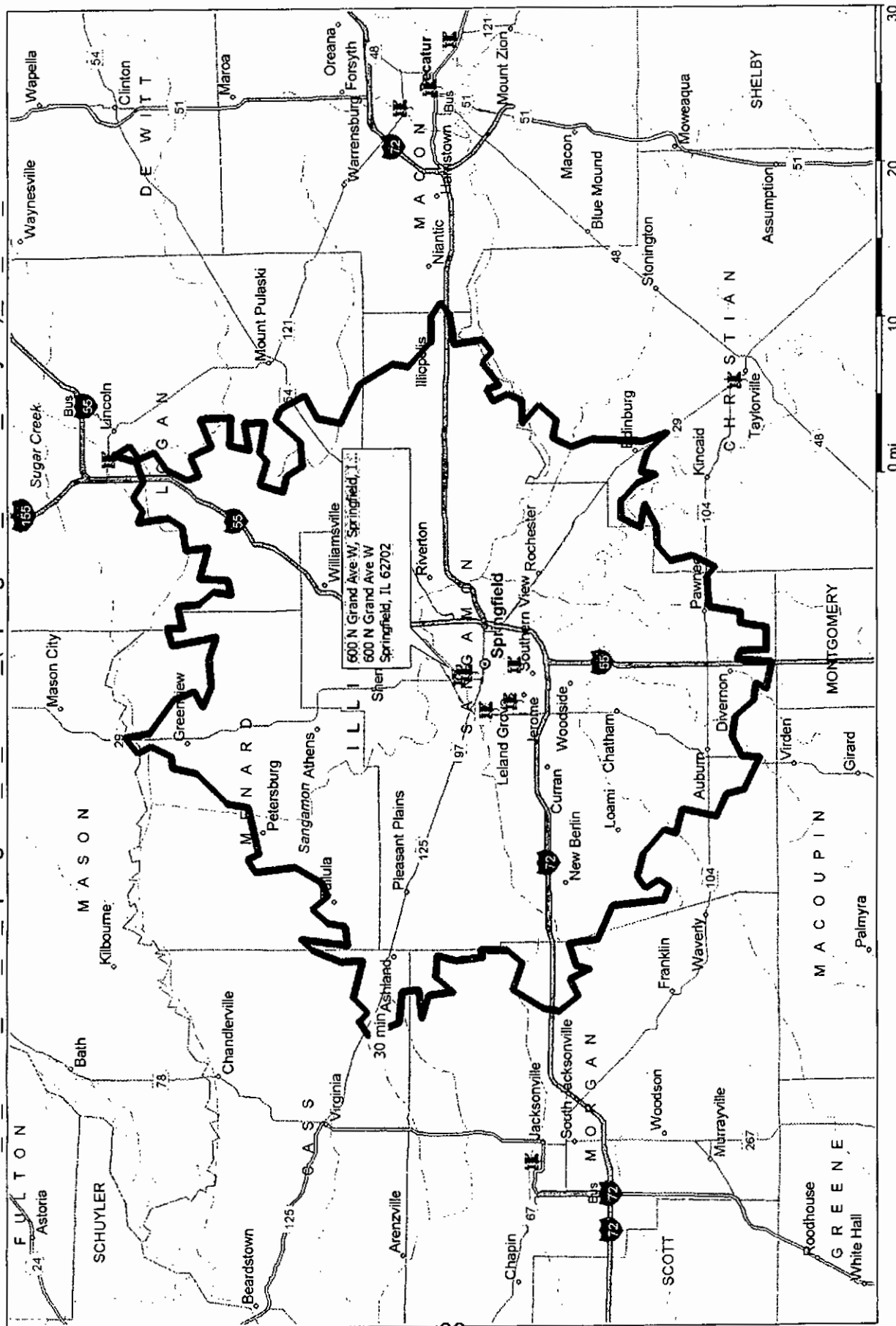
Respectfully,

A handwritten signature in black ink, appearing to read "K.R. England", written over a horizontal line.

Kevin R. England
Vice President, Business Development
Memorial Health System

End Stage Renal Disease Facility	Address	City	Distance	Drive Time	Adjusted Drive Time	06-30-2016 Stations	06-30-2016 Patients	06-30-2016 Utilization
Springfield Montvale	2930 Montvale Drive, Suite A	Springfield	4.91	10	11.5	17	70	0.6853
Lincolnland Dialysis Center	1112 Centre West Drive	Springfield	3.58	7	8.05	16	74	0.7708
Memorial Medical Center*	800 North Rutledge Street	Springfield	0.65	2	2.3	6	0	0
Springfield Central	932 North Rutledge Street	Springfield	0.58	1	1.15	21	79	0.627
Springfield South	2930 South 6th Street	Springfield	4.45	9	10.35	12	40	0.5556
TOTAL						72	263	0.6088
TOTAL excluding hospital-based facility serving high acuity patients*						66	263	0.6641

600 N Grand Ave W Springfield IL 62702 (Springfield Central Dialysis) 30 Min_GSA



Copyright © and (P) 1998-2010 Microsoft Corporation and/or its suppliers. All rights reserved. <http://www.microsoft.com/maps/>
 Certain mapping and direction data © 2010 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada. © Queen's Printer for
 Ontario, NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2010 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2010 by Applied Geographic Systems. All
 rights reserved.

Section III, Project Purpose, Background and Alternatives – Information Requirements
Criterion 1110.230(c), Project Purpose, Background and Alternatives

Alternatives

The Applicants had no other options in determining to relocate Springfield Central Dialysis. It is a forced relocation from its landlord who plans to repurpose the space at 932 North Rutledge Street, Springfield, Illinois 62702 upon expiration of the lease on December 31, 2019. After exploring the options below in detail, the Applicants determined to relocate the Existing Facility in order to continue operations and create future capacity. A review of each of the options considered and the reasons they were rejected follows.

Do Nothing

The Existing Facility's lease is set to expire on December 31, 2019, with no opportunity to renew. The landlord plans to repurpose the space once the Applicants vacate.

There is no capital cost with this alternative.

Renovate the Existing Facility

The Existing Facility's lease is set to expire on December 31, 2019, with no opportunity to renew. The landlord plans to repurpose the space once the Applicants vacate.

There is no capital cost with this alternative.

Utilize Existing Facilities

As of June 30, 2016, the Existing Facility's patient census was 79 in-center ESRD patients. Ashraf Tamizuddin, M.D., the Medical Director for Springfield Central Dialysis, anticipates all 79 current patients will transfer to the Replacement Facility. Furthermore, Dr. Tamizuddin is currently treating 49 Stage 4 & 5 CKD patients who reside within the same ZIP code (62702) of the proposed Replacement Facility. See Appendix 1. Conservatively, based upon attrition due to patient death, transplant, or return of function, it is projected that 31 of these pre-ESRD patients will require dialysis within 12 to 24 months of completion of the proposed Replacement Facility. While the Existing Facility's 79 patients represent a 62.7% utilization rate, which is below the State's 80% standard, Dr. Tamizuddin's medical practice is treating 493 Stage 3, 4, or 5 CKD patients who reside within 30 minutes of the proposed Replacement Facility. Importantly, 115 of these patients live in the proposed Replacement Facility's ZIP code of 62702. Based upon Dr. Tamizuddin's large CKD patient population, the Applicants project the Replacement Facility will achieve a utilization rate well over 80% within 12 to 24 months of project completion.

As a previously noted in Section 1110.130, the Replacement Facility will be plumbed for 24 stations. Thus, a benefit of the forced relocation is that the Replacement Facility will have the capacity to expand and will allow for a future census capacity of 144 in-center ESRD patients.

There is no capital cost with the alternative; however, the existing facilities cannot accommodate the anticipated growth in ESRD patients over the next 24 months.

Relocate Springfield Central Dialysis

DaVita determined that the only way, and hence, the most effective and efficient way to serve its patients and address the dialysis needs of HSA 3 is to relocate the existing facility. The proposed site for the Replacement Facility is located 0.58 miles from the current site, and will adequately serve Springfield Central Dialysis' current and projected patient-base.

Thus, the Applicants selected this option.

The cost associated with this option is \$5,124,260.

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(a), Size of the Project

The Applicants propose to relocate an existing dialysis facility. Pursuant to Section 1110, Appendix B of the HFSRB's rules, the State standard allows for a maximum of 9,450 to 13,650 gross square feet for 21 dialysis stations. The total gross square footage of the proposed dialysis facility is 9,092 gross square feet. The Replacement Facility falls below the State standard.

Table 1110.234(a) SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?
ESRD	9,092 GSF	13,650 GSF	(4,558)	Below

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(b), Project Services Utilization

By the second year of operation, the proposed Replacement Facility's annual utilization will meet HFSRB's utilization standard of 80%. Pursuant to Section 1100.1430 of the HFSRB's rules, facilities providing in-center hemodialysis should operate their dialysis stations at or above an annual utilization rate of 80%, assuming three patient shifts per day per dialysis station, operating six days per week.

Ashraf Tamizuddin, M.D., the Medical Director for Springfield Central Dialysis, anticipates all 79 current patients will transfer to the Replacement Facility. Furthermore, Dr. Tamizuddin is currently treating 49 Stage 4 & 5 CKD patients who reside within the same ZIP code (62702) of the proposed Replacement Facility. See Appendix – 1. Conservatively, based upon attrition due to patient death, transplant, or return of function, it is projected that 31 of these pre-ESRD patients will require dialysis within the next 12 to 24 months. Thus, at least 110 patients will receive treatment at the Replacement Facility within 24 months of project completion.

Table 1110.234(b) Utilization					
	Dept./ Service	Historical Utilization (Treatments)	Projected Utilization	State Standard	Met Standard?
2014	ESRD	11,416	N/A	15,724	No
2015	ESRD	12,298	N/A	15,724	No
2019 Projected	ESRD	N/A	17,160	15,724	Yes

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(c), Unfinished or Shell Space

This project will not include unfinished space designed to meet an anticipated future demand for service. Accordingly, this criterion is not applicable.

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(d), Assurances

This project will not include unfinished space designed to meet an anticipated future demand for service. Accordingly, this criterion is not applicable.

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(b), Planning Area Need

1. Planning Area Need

The Applicants propose to discontinue the Existing Facility of 21-stations located at 932 North Rutledge Street, Springfield, Illinois 62702 and establish a 21-station facility 0.58 miles, or 1 minute away, to 600 North Grand Avenue West, Springfield, Illinois 62702.

The Applicants have a lease with Memorial Health System for the Existing Facility that expires on December 31, 2019. Memorial Health System notified the Applicants that it will repurpose the current space leased at 932 North Rutledge Street, Springfield, Illinois 62702 to other uses that will support the business needs of Memorial Health System upon termination of the existing lease term. See Attachment – 26. Memorial Health System has agreed to allow the Applicants to vacate the space prior to the end of the lease term without penalty. The Replacement Facility will be a ground-up build with an anticipated construction timeline of 18 to 24 months. To ensure that the current patients at the Existing Facility have a place to dialyze without interruption, DaVita elected to file the CON application to relocate the Existing Facility sooner rather than later.

The Replacement Facility is needed to serve the existing demand for dialysis services in the area. As of June 30, 2016, the Existing Facility's patient census was 79 in-center ESRD patients. Ashraf Tamizuddin, M.D., the Medical Director for Springfield Central Dialysis, anticipates all 79 current patients will transfer to the Replacement Facility. Furthermore, Dr. Tamizuddin is currently treating 49 Stage 4 & 5 CKD patients who reside within the same ZIP code (62702) of the proposed Replacement Facility. See Appendix 1. Conservatively, based upon attrition due to patient death, transplant, or return of function, it is projected that 31 of these pre-ESRD patients will require dialysis within 12 to 24 months of completion of the proposed Replacement Facility. While the Existing Facility's 79 patients represent a 62.7% utilization rate, which is below the State's 80% standard, Dr. Tamizuddin's medical practice is treating 493 Stage 3, 4, or 5 CKD patients who reside within 30 minutes of the proposed Replacement Facility. Importantly, 115 of these patients live in the proposed Replacement Facility's ZIP code of 62702. Based upon Dr. Tamizuddin's large CKD patient population, the Applicants project the Replacement Facility will achieve a utilization rate well over 80% within 12 to 24 months of project completion.

As a previously noted in Section 1110.130, the Replacement Facility will be plumbed for 24 stations. Thus, a benefit of the forced relocation is that the Replacement Facility will have the capacity to expand and will allow for a future census capacity of 144 in-center ESRD patients.

Importantly, there are currently 5 existing or approved dialysis facilities within 30 minutes normal travel time of the proposed location of the Replacement Facility. When excluding the one hospital-based facility that only serves high acuity patients, the utilization within the GSA increases to 66.4%. With 493 CKD patients within 30 minutes of the proposed Replacement Facility and 115 CKD patients residing in 62702 alone, there will be insufficient capacity within the GSA to accommodate all current and projected ESRD patients.

The relocation of Springfield Central Dialysis is necessary to meet the dialysis needs of these patients, and will allow for safer and more optimal treatment times for patients. See Appendix – 3.

2. Service to Planning Area Residents

The primary purpose of the proposed Replacement Facility is to ensure that the ESRD patient population of the greater Springfield area has access to life sustaining dialysis. As evidenced in the physician referral letter attached at Appendix – 1, all 79 patients at the Existing Facility are expected to transfer to the Replacement Facility. Further, Dr. Tamizuddin anticipates 31 of his

Stage 4 and 5 pre-ESRD patients who live within the same ZIP code (62702) of the proposed Replacement Facility will initiate dialysis within 2 years of project completion..

3. Service Demand – Establishment of In-Center Hemodialysis Service

Ashraf Tamizuddin, M.D., the Medical Director for Springfield Central Dialysis, anticipates all 79 current patients will transfer to the Replacement Facility. Furthermore, Dr. Tamizuddin is currently treating 49 Stage 4 & 5 CKD patients who reside within the same ZIP code (62702) of the proposed Replacement Facility. See Appendix – 1. Conservatively, based upon attrition due to patient death, transplant, or return of function, it is projected that 31 of these pre-ESRD patients will require dialysis within 12 to 24 months of completion of the proposed Replacement Facility. Based upon the transfer of the existing Springfield Central Dialysis patients to the Replacement Facility as well as Dr. Tamizuddin's large CKD patient population, the Applicants project the Replacement Facility will achieve a utilization rate well over 80% within 12 to 24 months of project completion.

4. Service Accessibility

As set forth throughout this application, the proposed Replacement Facility is needed to maintain access to life-sustaining dialysis for patients in the greater Springfield area. The relocation is necessary to provide essential care to ESRD patients in the central community of Springfield, as the Existing Facility's lease will expire on December 31, 2019, with no opportunity to renew. The Replacement Facility will better accommodate current and future demand for dialysis services and ensure dialysis services are accessible to residents of Springfield.

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(c), Unnecessary Duplication/Maldistribution

1. Unnecessary Duplication

- a. The proposed Replacement Facility will be located at 600 North Grand Avenue West, Springfield, Illinois 62702. A map of the Springfield Central Dialysis market area is attached at Attachment – 26A. A list of all zip codes located, in total or in part, within 30 minutes normal travel time of the site of the proposed dialysis facility as well as 2010 census figures for each zip code is provided in Table 1110.1430(c)(1)(A) below.

Table 1110.1430(c)(1)(A)		
Population of Zip Codes within 30 Minutes of Proposed Replacement Facility		
Zip Code	City	Population
62530	DIVERNON	1,532
62536	GLENARM	912
62629	CHATHAM	12,949
62670	NEW BERLIN	2,997
62677	PLEASANT PLAINS	2,562
62711	SPRINGFIELD	15,347
62704	SPRINGFIELD	39,831
62701	SPRINGFIELD	1,152
62625	CANTRALL	855
62707	SPRINGFIELD	7,648
62613	ATHENS	3,872
62703	SPRINGFIELD	30,333
62712	SPRINGFIELD	10,302
62702	SPRINGFIELD	37,281
62684	SHERMAN	5,111
62563	ROCHESTER	5,686
62561	RIVERTON	5,315
62693	WILLIAMSVILLE	1,638
62634	ELKHART	821
62520	DAWSON	1,529
62515	BUFFALO	961
62519	CORNLAND	94
62541	LAKE FORK	57
TOTAL		188,785

Source: U.S. Census Bureau, Census 2010, Zip Code Fact Sheet available at <http://factfinder2.census.gov/faces/nav/jsf/pages/index.xhtml> (last visited August 23, 2016).

- b. A list of existing and approved dialysis facilities located within 30 minutes normal travel time of the proposed dialysis facility is provided at Attachment – 26B.

2. Maldistribution of Services

The proposed dialysis facility will not result in a maldistribution of services. A maldistribution exists when an identified area has an excess supply of facilities, stations, and services characterized by such factors as, but not limited to: (1) ratio of stations to population exceeds one and one-half times the State Average; (2) historical utilization for existing facilities and services is below the State Board's utilization standard; or (3) insufficient population to provide the volume or caseload necessary to utilize the services proposed by the project at or above utilization standards. As discussed more fully below, the ratio of stations to population in the geographic service area is 111.0% of the State average, and the average utilization of existing and approved dialysis facilities within the GSA, as of 6/30/2016, is 60.9%. Importantly, when excluding the one hospital-based facility that only serves high acuity patients, the utilization within the GSA increases to 66.4%. With the expected growth in patient volume, the Replacement Facility will have the capacity to expand in subsequent years. The Replacement Facility will be plumbed to accommodate up to 24 stations, which will allow for a future census capacity of 144 in-center ESRD patients. Sufficient population exists to achieve target utilization. Accordingly, the proposed dialysis facility will not result in a maldistribution of services.

a. Ratio of Stations to Population

As shown in Table 1110.1430(c)(2)(A), the ratio of stations to population is 111.0% of the State Average.

Table 1110.1430(c)(2)(A) Ratio of Stations to Population				
	Population	Dialysis Stations	Stations to Population	Standard Met?
Geographic Service Area	188,785	72	1:2,622	Yes
State	12,830,632	4,408	1:2,911	

b. Historic Utilization of Existing Facilities

As recently as June 30, 2016, the Existing Facility operated at 62.7% utilization. Following relocation to a more accessible modern space, Dr. Tamizuddin anticipates that he will refer approximately 31 of the current pre-ESRD patients within the first 12 to 24 months of project completion. As a result, the facility will reach target utilization, with a minimum census of 110 patients, within 24 months following project completion. Accordingly, there is sufficient patient population to justify the need for the Replacement Facility. There will be no maldistribution of services.

c. Sufficient Population to Achieve Target Utilization

The Applicants propose to discontinue their existing 21-station facility and establish a 21-station facility. The patient census at the Existing Facility was 79 patients, as of June 30, 2016. To achieve the State Board's 80% utilization standard for a 21-station facility, within the first two years after project completion, the Applicants would need 22 additional patient referrals. As stated in Appendix – 1, conservatively, Dr. Tamizuddin anticipates 31 of this current CKD patients will require dialysis within 12 to 24 months of project completion. Thus, the Applicants anticipate the Replacement Facility will reach target utilization within 24 months of project completion.

Further, as the future referrals to Springfield Central Dialysis grow, the proposed dialysis facility will have the capacity to expand to accommodate additional patients. Accordingly, there is sufficient population to achieve target occupancy.

3. Impact to Other Providers

- a. The proposed Replacement Facility will not have an adverse impact on existing facilities in the GSA. All of the identified patients will either transfer from the Existing Facility or will be referrals of CKD patients. No patients will be transferred from other existing dialysis facilities.
- b. The proposed Replacement Facility will not lower the utilization of other area providers that are operating below the occupancy standards.



701 North First Street • Springfield, Illinois 62781-0001
www.memorialmedical.com • Phone (217) 788-3000

July 8, 2016

Davita
Cindy Emley
Regional Operations Director
2930 South Montvale Drive, Suite A
Springfield, IL 62704

RE: 932 North Rutledge

Dear Cindy,

Per your request, I am writing to confirm that we will be repurposing the current space being leased by Davita at 932 North Rutledge Street, Springfield, IL to other uses that will support the business needs of Memorial Health System. It is my understanding that the current lease between Davita and Memorial Medical Center expires December 31, 2019.

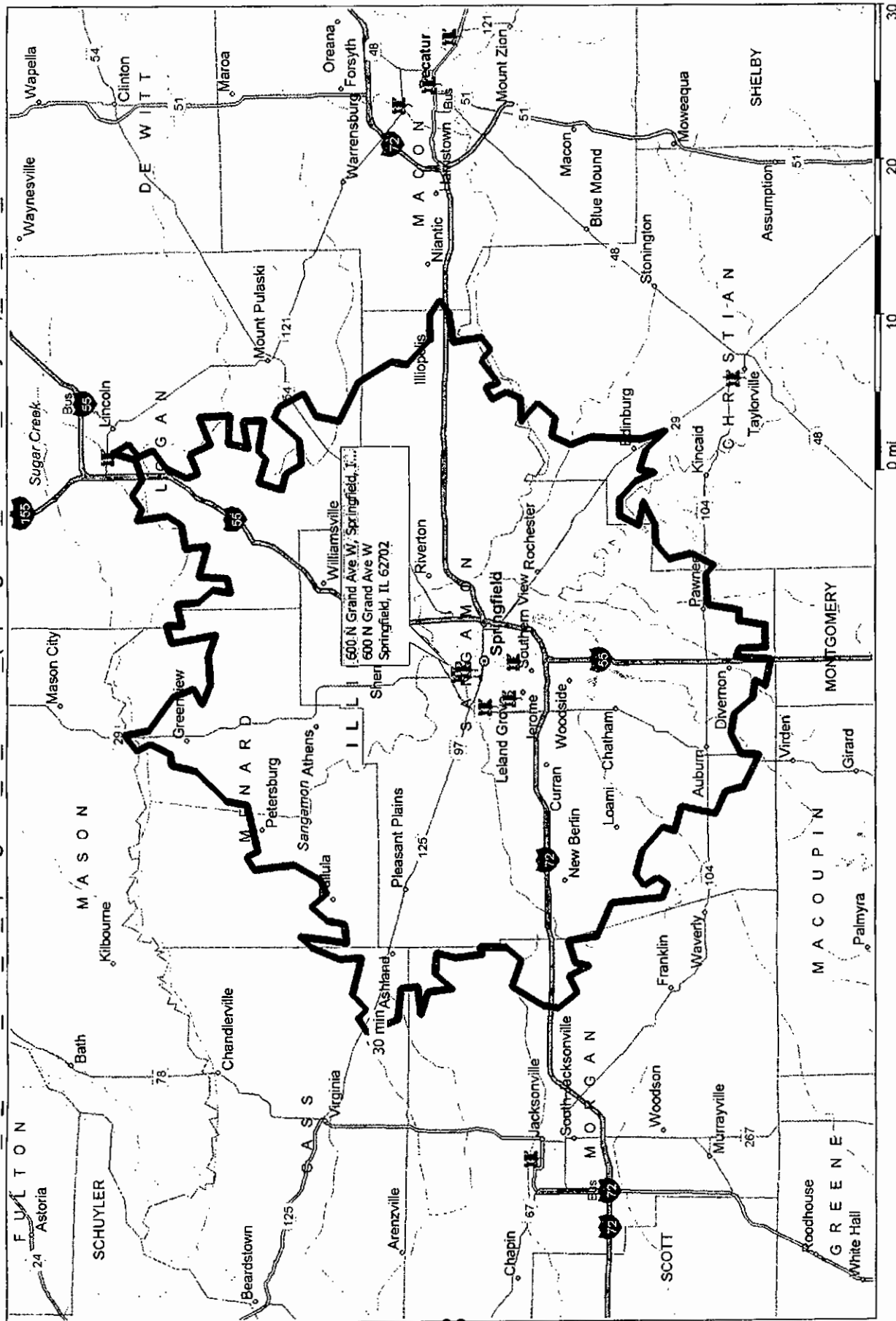
In the event you have any questions, please do not hesitate to contact me at (217)788-3851.

Respectfully,

A handwritten signature in black ink, appearing to read "K.R. England", written over a horizontal line.

Kevin R. England
Vice President, Business Development
Memorial Health System

600 N_Grand_Ave_W_Springfield_IL_62702 (Springfield_Central_Dialysis)_30_Min_GSA



Copyright © and (P) 1998-2010 Microsoft Corporation and/or its suppliers. All rights reserved. <http://www.microsoft.com/maps/>
 Certain mapping and direction data © 2010 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including © Her Majesty the Queen in Right of Canada, © Queen's Printer for
 Ontario, NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2010 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2010 by Applied Geographic Systems, All
 rights reserved.

End Stage Renal Disease Facility	Address	City	Distance	Drive Time	Adjusted Drive Time	06-30-2016 Stations	06-30-2016 Patients	06-30-2016 Utilization
Springfield Montvale	2930 Montvale Drive, Suite A	Springfield	4.91	10	11.5	17	70	0.6863
Lincolndale Dialysis Center	1112 Centre West Drive	Springfield	3.58	7	8.05	16	74	0.7708
Memorial Medical Center*	800 North Rutledge Street	Springfield	0.65	2	2.3	6	0	0
Springfield Central	932 North Rutledge Street	Springfield	0.58	1	1.15	21	79	0.627
Springfield South	2930 South 6th Street	Springfield	4.45	9	10.35	12	40	0.5556
TOTAL						72	263	0.6088
TOTAL excluding hospital-based facility serving high acuity patients*						66	263	0.6641

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(e), Staffing

1. The proposed Replacement Facility will be staffed in accordance with all State and Medicare staffing requirements.
 - a. Medical Director Ashraf Tamizuddin, M.D. will serve as the Medical Director for the proposed Replacement Facility. A copy of Dr. Tamizuddin's curriculum vitae is attached at Attachment – 26C.
 - b. As discussed throughout this application, the Applicants seek authority to discontinue their existing 21-station dialysis facility and establish and relocate to a 21-station dialysis facility. The Existing Facility is Medicare certified and fully staffed with a medical director, administrator, registered nurses, patient care technicians, social worker, and registered dietitian. Upon discontinuation of the Existing Facility, all current staff will transfer to the Replacement Facility.
2. All staff will be trained under the direction of the facility's Governing Body, utilizing DaVita's comprehensive training program. DaVita's training program meets all State and Medicare requirements. The training program includes introduction to the dialysis machine, components of the hemodialysis system, infection control, anticoagulation, patient assessment/data collection, vascular access, kidney failure, documentation, complications of dialysis, laboratory draws, and miscellaneous testing devices used. In addition, it includes in-depth theory on the structure and function of the kidneys; including homeostasis, renal failure, ARF/CRF, uremia, osteodystrophy and anemia, principles of dialysis; components of hemodialysis system; water treatment; dialyzer reprocessing; hemodialysis treatment; fluid management; nutrition; laboratory; adequacy; pharmacology; patient education, and service excellence. A summary of the training program is attached at Attachment – 26D.
3. As set forth in the letter from Arturo Sida, Assistant Corporate Secretary of DaVita HealthCare Partners Inc., attached at Attachment – 26E, the Replacement Facility will maintain an open medical staff.

CURRICULUM VITAE

ASHRAF TAMIZUDDIN, M.D.

PERSONAL INFORMATION

Date of Birth: November 22, 1956
Place of Birth: Rawalpindi, Pakistan
Citizenship: United States of America

Professional address: Central Illinois Kidney and Dialysis Associates, S.C.
3401 Conifer Drive
Springfield, Illinois 62711
USA

EDUCATION/POST GRADUATE TRAINING

College:	1974	C.B. Sir Syed College, Rawalpindi, Pakistan	F.Sc
Medical School:	1981	King Edward Medical College, Lahore, Pakistan	M.B.B.S.
Post Graduate:	1988	Member of the Royal College of Physicians United Kingdom	MRCP (UK)
Residency:	1996	Southern Illinois University School of Medicine, Springfield, Illinois	
Fellowship:	1998	Medical College of Wisconsin, Milwaukee, Wisconsin	
Other	1993	U.S.M.L.E.	
	1993	F.L.E.X.	

MEDICAL LICENSURE

Illinois

Wisconsin

Pakistan: Full Registration with Pakistan Medical and Dental Council

United Kingdom: Full Registration with General Medical Council UK

BOARD CERTIFICATION

- 1996 American Board of internal Medicine
1998 American Board of Nephrology

PRESENT POSITION

1. Attending Nephrologist
Central Illinois Kidney and Dialysis Associates, S.C.
Springfield, Illinois
2. Clinical Associate Professor
Southern Illinois University School of Medicine
Springfield, Illinois
3. Medical Director, Acute Unit St. John's Hospital, Springfield, IL
4. Medical Director, DaVita Springfield Central Hemodialysis, Springfield, IL
5. Medical Director, DaVita Effingham Peritoneal Dialysis, Effingham, IL

PREVIOUS PROFESSIONAL POSITIONS AND APPOINTMENTS

Mayo Hospital, Lahore, Pakistan

06/13/1981 - 06/19/1984

I did my internship at the Mayo Hospital, Lahore, Pakistan, the main teaching hospital affiliated to King Edward Medical College. The year was divided into six months each of Internal Medicine and General Surgery. Then I was trained as a Senior House Officer and Registrar in Internal Medicine for two years. During this appointment, I had the routine responsibilities of the "inpatient" and "outpatient" care of the patients. I was associated with a nephrologist trained in the U.S.A. and I learned the diagnosis and management of various renal diseases and fluid electrolyte problems.

Wrexham Maelor Hospital, Wrexham, U.K.

08/01/1984 - 06/19/1994

I proceeded to the United Kingdom in 1984. After passing my entrance examination and few locum jobs I received most of my training at Wrexham Maelor Hospital. During this

period I rotated through most of the major medical specialties including nephrology. I worked as a Registrar for four years during that time. I was trained in specialized procedures such as colonoscopies, esophagogastroduodenoscopies and fiber-optic bronchoscopes.

A. Tamizuddin, M.D.
Page 3

Southern Illinois University School of Medicine, Springfield, Illinois

06/26/1994 - 06/25/1996

I came to the United States in June 1994 and did my Residency in Internal Medicine at Southern Illinois University School of Medicine, Springfield. The American Board of Internal Medicine granted me a waiver for one year because of my previous training, so I completed my residency in June 1996. This was a very comprehensive training program, which provided me with a wide experience in all aspects of Internal Medicine.

Fellowship in Nephrology, Medical College of Wisconsin, Milwaukee, Wisconsin

07/01/1996 - 06/30/1998

The fellowship program was designed to give a well balanced experience of clinical and research nephrology. The first year provided extensive clinical experience in the care of acute dialysis, intensive care and transplant patients. The center performed about 150 transplants a year. The second year was a mixture of clinical and research experience. My research projects were related to signal transduction and changed in the expression of cytoskeletal proteins in various forms of experimental glomerular injury.

TEACHING ACTIVITIES

Since an early stage of my training in Pakistan I have been involved in teaching and supervision of undergraduate medical students and House Officers. I was also involved in organizing the clinical examination of the undergraduate medical students. I was able to continue this experience in the United Kingdom where I was involved in clinical teaching of undergraduate medical students from the medical schools of Manchester and Cardiff. The Department also organized clinical teaching for doctors preparing for Postgraduate Examinations.

In the Wrexham Maelor Hospital I used to organize and conduct the weekly Journal Club. The Hospital also organized weekly multi-disciplinary case conferences in which I participated regularly.

I was a member of the **Board of Postgraduate Studies** at the Wrexham Maelor Hospital.

Sophomore Medical Student Teaching of clinical skills at Medical College of Wisconsin.

Undergraduate Nephrology for SIU School of Medicine.

Mentor for second year students at SIU School of Medicine.

Resident Teaching for SIU School of Medicine.

A. Tamizuddin, M.D.

Page 4

Regularly contribute examination questions to American Board of Internal Medicine, Nephrology Certification Exam

Regularly review examination questions for Clinical Relevance submitted to American Board of Internal Medicine, Nephrology Certification Exam

HOSPITAL COMMITTEE APPOINTMENTS

Bed Management Committee, Wrexham Maelor Hospital, Wrexham, U.K.

I.V. Infusion Pump Committee, Wrexham Maelor Hospital, Wrexham, U.K.

ADMINISTRATIVE ACTIVITIES

1989 - 1990

I worked as Senior Medical Research Officer at Pakistan Medical Research Council (PMRC). The PMRC is an academic body, which conducts, supervises and promotes research in medical schools all over the country. I had the administrative and research responsibilities of Army Medical College Center, Rawalpindi. I was closely associated with the publication of the Journal of Pakistan Society of Pathology.

2002 - 2004

Central Illinois Kidney and Dialysis Associates, Security and Privacy Officer for Health Insurance Portability and Privacy Act (HIPPA)

HONORS AND AWARDS

1974 National Talent Scholarship in pre-medical studies

1994 - 1995 Resident of the year, SIU School of Medicine

- | | |
|------|--|
| 2003 | Best Full-Time Faculty Teacher of the Year Award, SIU School of Medicine |
| 2005 | Fellow of the American College of Physicians |

A. Tamizuddin, M.D.
Page 5

PROFESSIONAL AND SOCIETY MEMBERSHIPS

American College of Physicians - American Society of Internal Medicine
American Society of Nephrology
International Society of Nephrology
National Kidney Foundation
State Medical Society of Illinois

EDITORIAL ACTIVITIES

Journal of Pakistan Society of Pathology

INVITED LECTURES

Role of Beta Blockers in Hypertension. Islamabad Physicians Association
Pakistan
Medical Grand rounds. Cardiorenal Failure. SIU School of Medicine
Cardiovascular Disease in Renal Transplant Patients
Heart Transplant Support Group Springfield
Intensive Care Nephrology for Nurses
Nurses Education Day, Memorial Medical Center, Springfield, Illinois

COMMUNITY ACTIVITIES

Physician Free Medical Clinic, Chakwal, Pakistan

A. Tamizuddin, M.D.
Page 6

PAPERS PRESENTED

1. The use of ORS in management of childhood diarrhea by mothers in the suburbs of Rawalpindi/Islamabad. 10th Biennial Pediatric Conference, Quetta, May 1990.
2. The effect of social conditions of the incidence of diarrhea. Pakistan Medical Research Council's Medical Research Congress, Quetta, May 1990.
3. Case Presentation at Belzer Conference on Transplantation, Greenlake, Wisconsin, 1996.

PUBLICATIONS

1. Enhanced Expression of Cytoskeleton - Associated Protein - Paxillin in Experimental Nephrotic Syndrome. Journal of Investigative Medicine. Vol, 46, No. 6, August 1998.
2. Enhanced Expression of the Cytoskeleton-Associated Proteins Paxillin and Focal Adhesion Kinase in Glomerular Immune Injury. J Lab Clin Med 1999;134:173-79.

TITLE: BASIC TRAINING PROGRAM OVERVIEW

Mission

DaVita's Basic Training Program for Hemodialysis provides the instructional preparation and the tools to enable teammates to deliver quality patient care. Our core values of *service excellence, integrity, team, continuous improvement, accountability, fulfillment and fun* provide the framework for the Program. Compliance with State and Federal Regulations and the inclusion of DaVita's Policies and Procedures (P&P) were instrumental in the development of the program.

Explanation of Content

Two education programs for the new nurse or patient care technician (PCT) are detailed in this section. These include the training of new DaVita teammates **without** previous dialysis experience and the training of the new teammates **with** previous dialysis experience. A program description including specific objectives and content requirements is included.

This section is designed to provide a *quick reference* to program content and to provide access to key documents and forms.

The Table of Contents is as follows:

- I. Program Overview (TR1-01-01)
- II. Program Description (TR1-01-02)
 - Basic Training Class ICHD Outline (TR1-01-02A)
 - Basic Training Nursing Fundamentals ICHD Class Outline (TR1-01-02B)
- III. Education Enrollment Information (TR1-01-03)
- IV. Education Standards (TR1-01-04)
- V. Verification of Competency
 - New teammate without prior experience (TR1-01-05)
 - New teammate with prior experience (TR1-01-06)
 - Medical Director Approval Form (TR1-01-07)
- VI. Evaluation of Education Program
 - Program Evaluation
 - Basic Training Classroom Evaluation (TR1-01-08A)
 - Basic Training Nursing Fundamentals ICHD Classroom Evaluation (TR1-01-08B)
 - Curriculum Evaluation
- VII. Additional Educational Forms
 - New Teammate Weekly Progress Report for the PCT (TR1-01-09)
 - New Teammate Weekly Progress Report for Nurses (TR1-01-10)
 - Training hours tracking form (TR1-01-11)
- VIII. State-specific information/forms (as applicable)

**TITLE: BASIC TRAINING FOR HEMODIALYSIS PROGRAM
DESCRIPTION**

Introduction to Program

The Basic Training Program for Hemodialysis is grounded in DaVita's Core Values. These core values include a commitment to providing *service excellence*, promoting *integrity*, practicing a *team* approach, systematically striving for *continuous improvement*, practicing *accountability*, and experiencing *fulfillment and fun*.

The Basic Training Program for Hemodialysis is designed to provide the new teammate with the theoretical background and clinical skills necessary to function as a competent hemodialysis patient care provider.

DaVita hires both non-experienced and experienced teammates. Newly hired teammates must meet all applicable State requirements for education, training, credentialing, competency, standards of practice, certification, and licensure in the State in which he or she is employed. For individuals with experience in the armed forces of the United States, or in the national guard or in a reserve component, DaVita will review the individual's military education and skills training, determine whether any of the military education or skills training is substantially equivalent to the Basic Training curriculum and award credit to the individual for any substantially equivalent military education or skills training.

A **non-experienced teammate** is defined as:

- A newly hired patient care teammate without prior dialysis experience.
- A rehired patient care teammate who left prior to completing the initial training.
- A newly hired or rehired patient care teammate with previous dialysis experience who has not provided at least 3 months of hands on dialysis care to patients within the past 12 months.

An **experienced teammate** is defined as:

- A newly hired or rehired teammate who can show proof of completing a dialysis training program and has provided at least 3 months of hands on dialysis care to patients within the past 12 months.

The curriculum of the Basic Training Program for Hemodialysis is modeled after Federal Law and State Boards of Nursing requirements, the American Nephrology Nurses Association Core Curriculum for Nephrology Nursing, and the Board of Nephrology Examiners Nursing and Technology guidelines. The program also incorporates the policies, procedures, and guidelines of DaVita HealthCare Partners Inc.

“Day in the Life” is DaVita’s learning portal with videos for RNs, LPN/LVNs and patient care technicians. The portal shows common tasks that are done throughout the workday and provides links to policies and procedures and other educational materials associated with these tasks thus increasing their knowledge of all aspects of dialysis. It is designed to be used in conjunction with the “Basic Training Workbook.”

Program Description

The education program for the newly hired patient care provider teammate **without prior dialysis experience** is composed of at least (1) 120 hours didactic instruction and a minimum of (2) 240 hours clinical practicum, unless otherwise specified by individual state regulations.

The **didactic phase** consists of instruction including but not limited to lectures, readings, self-study materials, on-line learning activities, specifically designed hemodialysis workbooks for the teammate, demonstrations and observations. This education may be coordinated by the Clinical Services Specialist (CSS), a nurse educator, the administrator, or the preceptor.

Within the clinic setting this training includes

- Principles of dialysis
- Water treatment and dialysate preparation
- Introduction to the dialysis delivery system and its components
- Care of patients with kidney failure, including assessment, data collection and interpersonal skills
- Dialysis procedures and documentation, including initiation, monitoring, and termination of dialysis
- Vascular access care including proper cannulation techniques
- Medication preparation and administration
- Laboratory specimen collection and processing
- Possible complications of dialysis
- Infection control and safety
- Dialyzer reprocessing, if applicable

The program also introduces the new teammate to DaVita Policies and Procedures (P&P), and the Core Curriculum for Dialysis Technicians.

The **didactic phase** also includes classroom training with the CSS or nurse educator. Class builds upon the theory learned in the Workbooks and introduces the students to more advanced topics. These include:

- Acute Kidney Injury vs. Chronic Renal Failure
- Manifestations of Chronic Renal Failure
- Normal Kidney Function vs. Hemodialysis
- Documentation & Flow Sheet Review

**Training Program Manual
Basic Training for Hemodialysis
DaVita HealthCare Partners Inc.**

TR1-01-02

- Patient Self-management
- Motivational Interviewing
- Infection Control
- Data Collection and Assessment
- Water Treatment and Dialyzer Reprocessing
- Fluid Management
- Pharmacology
- Vascular Access
- Renal Nutrition
- Laboratory
- The Hemodialysis Delivery System
- Adequacy of Hemodialysis
- Complications of Hemodialysis
- Importance of P&P
- Role of the Renal Social Worker
- Conflict Resolution
- The DaVita Quality Index

Also included are workshops, role play, and instructional videos. Additional topics are included as per specific state regulations.

A final comprehensive examination score of 80% (unless state requires a higher score) must be obtained to successfully complete this portion of the didactic phase. The *DaVita Basic Training Final Exam* can be administered by the instructor in a classroom setting, or be completed online (DVU2069-EXAM). The new teammate's preceptor will proctor the online exam. DVU2069-EXAM is part of the new teammate's new hire curriculum in the LMS. If the exam is administered in class and the teammate attains a passing score, The LMS curriculum will show that training has been completed.

If a score of less than 80% is attained, the teammate will receive additional appropriate remediation and a second exam will be given. The second exam may be administered by the instructor in a classroom setting, or be completed online. For online completion, if DVU2069-EXAM has not yet been taken in the teammate's curriculum no additional enrollment into the exam is necessary. If the new teammate took DVU2069-EXAM as the initial exam, the CSS or RN Trainer responsible for teaching Basic Training Class will communicate to the teammate's FA to enroll the teammate in the LMS DaVita Basic Training Final Exam (DVU2069-EXAM) and the teammate's preceptor will proctor the exam. If the new teammate receives a score of less than 80% on the second exam, this teammate will be evaluated by the administrator, preceptor, and educator to determine if completion of formal training is appropriate. Note: FA teammate enrollment in DVU2069-EXAM is limited to one time.

Property of DaVita HealthCare Partners Inc.
Origination Date: 1995
Revision Date: Aug 2014, Oct 2014, Jul 2015, Sept 2015
Page 3 of 6

Confidential and Copyrighted ©1995-present

TR1-01-02

Also included in the **didactic phase** is additional classroom training covering Health and Safety Training, systems/applications training, One For All orientation training, Compliance training, Diversity training, mandatory water classes, emergency procedures specific to facility, location of disaster supplies, and orientation to the unit.

The **didactic phase** for nurses includes three days of additional classroom training and covers the following topics:

- Nephrology Nursing, Scope of Practice, Delegation and Supervision, Practicing according to P&P
- Nephrology Nurse Leadership
- Impact – Role of the Nurse
- Care Planning including developing a POC exercise
- Achieving Adequacy with focus on assessment, intervention, available tools
- Interpreting laboratory Values and the role of the nurse
- Hepatitis B – surveillance, lab interpretation, follow up, vaccination schedules
- TB Infection Control for Nurses
- Anemia Management – ESA Hyporesponse: a StarLearning Course
- Survey Readiness
- CKD-MBD – Relationship with the Renal Dietitian
- Pharmacology for Nurses – video
- Workshop
 - Culture of Safety, Conducting a Homeroom Meeting
 - Nurse Responsibilities, Time Management
 - Communication – Meetings, SBAR (Situation, Background, Assessment, Recommendation)
 - Surfing the VillageWeb – Important sites and departments, finding information

The **clinical practicum phase** consists of supervised clinical instruction provided by the facility preceptor, and/or a registered nurse. During this phase the teammate will demonstrate a progression of skills required to perform the hemodialysis procedures in a safe and effective manner. A *Procedural Skills Verification Checklist* will be completed to the satisfaction of the preceptor, and a registered nurse overseeing the training. The Basic Training workbook for Hemodialysis will also be utilized for this training and must be completed to the satisfaction of the preceptor and the registered nurse.

Those teammates who will be responsible for the Water Treatment System within the facility are required to complete the Mandatory Educational Water courses and the corresponding skills checklists.

**Training Program Manual
Basic Training for Hemodialysis
DaVita HealthCare Partners Inc.**

TR1-01-02

Both the didactic phase and/or the clinical practicum phase will be successfully completed, along with completed and signed skills checklists, prior to the new teammate receiving an independent assignment. The new teammate is expected to attend all training sessions and complete all assignments and workbooks.

The education program for the newly hired patient care provider teammate **with previous dialysis experience** is individually tailored based on the identified learning needs. The initial orientation to the *Health Prevention and Safety Training* will be successfully completed prior to the new teammate working/receiving training in the clinical area. The new teammate will utilize the Basic Training Workbook for Hemodialysis and progress at his/her own pace. This workbook should be completed within a timely manner as to also demonstrate acceptable skill-level. The *Procedural Skills Verification Checklist* including verification of review of applicable P&P will be completed by the preceptor, and the registered nurse in charge of the training upon demonstration of an acceptable skill-level by the new teammate, and then signed by the new teammate, the RN trainer and the facility administrator.

Ideally teammates will attend Basic Training Class, however, teammates with experience may opt-out of class by successful passing of the *DaVita Basic Training Final Exam* with a score of 80% or higher. The new experienced teammate should complete all segments of the workbook including the recommended resources to prepare for taking the *DaVita Basic Training Final Exam* as questions not only assess common knowledge related to the hemodialysis treatment but also knowledge related to specific DaVita P&P, treatment outcome goals based on clinical initiatives and patient involvement in their care. The new teammate with experience will be auto-enrolled in the *DaVita Basic Training Final Exam* (DVU2069-EXAM) in the LMS as part of their new hire curriculum. The new teammate's preceptor will proctor the exam.

If the new teammate with experience receives a score of less than 80% on the *DaVita Basic Training Final Exam*, this teammate will be required to attend Basic Training Class. The *DaVita Basic Training Final Exam* can be administered by the instructor in a classroom setting, or be completed online. If it is completed online, the CSS or RN Trainer responsible for teaching Basic Training Class will communicate to the teammate's FA to enroll the teammate in the LMS *DaVita Basic Training Final Exam* (DVU2069-EXAM) and the teammate's preceptor will proctor the exam. If the new teammate receives a score of less than 80% on the *DaVita Basic Training Final Exam* after class, this teammate will be evaluated by the administrator, preceptor, and educator to determine if completion of formal training is appropriate. Note: FA teammate enrollment in DVU2069-EXAM is limited to one time.

TR1-01-02

**Training Program Manual
Basic Training for Hemodialysis
DaVita HealthCare Partners Inc.**

TR1-01-02

Prior to the new teammate receiving an independent patient-care assignment, the skills checklist must be completed and signed along with a passing score from the classroom exam or the *Initial Competency Exam*. Completion of the skills checklist is indicated by the new teammate in the LMS (RN: SKLINV1000, PCT: SKLINV2000) and then verified by the FA.

Following completion of the training, a *Verification of Competency* form will be completed (see forms TR1-01-05, TR1-01-06). In addition to the above, further training and/or certification will be incorporated as applicable by state law.

The goal of the program is for the trainee to successfully meet all training requirements. Failure to meet this goal is cause for dismissal from the training program and subsequent termination by the facility.

Process of Program Evaluation

The Hemodialysis Education Program utilizes various evaluation tools to verify program effectiveness and completeness. Key evaluation tools include the DaVita Basic Training Class Evaluation (TR1-01-08A) and Basic Training Nursing Fundamentals (TR1-0108B), the New Teammate Satisfaction Survey and random surveys of facility administrators to determine satisfaction of the training program. To assure continuous improvement within the education program, evaluation data is reviewed for trends, and program content is enhanced when applicable to meet specific needs.

TR1-01-02

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(f), Support Services

Attached at Attachment – 26E is a letter from Arturo Sida, Assistant Corporate Secretary of DaVita HealthCare Partners Inc. attesting that the proposed Replacement Facility will participate in a dialysis data system, will make support services available to patients, and will provide training for self-care dialysis, self-care instruction, home and home-assisted dialysis, and home training.

Kathryn Olson
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: Certification of Support Services

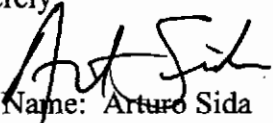
Dear Chair Olson:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 and pursuant to 77 Ill. Admin. Code § 1110.1430(g) that Springfield Central Dialysis will maintain an open medical staff.

I also certify the following with regard to needed support services:

- DaVita utilizes a dialysis electronic data system;
- Springfield Central Dialysis will have available all needed support services required by CMS which may consist of clinical laboratory services, blood bank, nutrition, rehabilitation, psychiatric services, and social services; and
- Patients, either directly or through other area DaVita facilities, will have access to training for self-care dialysis, self-care instruction, and home hemodialysis and peritoneal dialysis.

Sincerely


Print Name: Arturo Sida
Its: Assistant Corporate Secretary
DaVita HealthCare Partners Inc.

Subscribed and sworn to me
This ____ day of ____, 2016

See Attached

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On July 27, 2016 before me, Kimberly Ann K. Burgo, Notary Public
(here insert name and title of the officer)

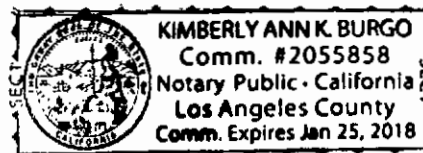
personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Ltr. to K.Olson re Certification of Support Services (Springfield Central Dialysis)

Document Date: July 27, 2016

Number of Pages: 1 (one)

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s): _____

☐ Individual

☒ Corporate Officer

Assistant Corporate Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita HealthCare Partners Inc.

Section VII, Service Specific Review Criteria

In-Center Hemodialysis

Criterion 1110.1430(g), Minimum Number of Stations

The proposed dialysis facility will be located in the Springfield metropolitan statistical area ("MSA"). A dialysis facility located within an MSA must have a minimum of eight dialysis stations. The Applicants propose to establish a 21-station dialysis facility. Accordingly, this criterion is met.

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(h), Continuity of Care

DaVita HealthCare Partners Inc. has an agreement with Memorial Medical Center to provide inpatient care and other hospital services. Attached at Attachment – 26F is a copy of the service agreement with this area hospital.

FIRST AMENDMENT TO PATIENT TRANSFER AGREEMENT

This First Amendment to Patient Transfer Agreement ("First Amendment") is entered into as of the last date of signature by a party hereto ("First Amendment Effective Date") and is by and between **Memorial Medical Center**, a not-for-profit corporation and an affiliate of Memorial Health System ("Hospital") and **DVA Renal Healthcare, Inc.** ("DVA") and **Total Renal Care, Inc.** ("TRC"), subsidiaries of DaVita HealthCare Partners, Inc. (collectively, "Company").

RECITALS

WHEREAS, Hospital and DVA are parties to the Patient Transfer Agreement, dated October 14, 2013 (the "Agreement") relating to the transfer of patients between Hospital and DVA's free-standing dialysis centers listed on the first Whereas clause in the Recitals section of the Agreement (each, a "Center" and, collectively, the "Centers"); and

WHEREAS, Hospital and Company desire to add two free-standing dialysis centers owned and operated by TRC to the Agreement.

NOW, THEREFORE, in consideration of the mutual provisions, covenants and undertakings set forth in the Agreement and for other good and valuable consideration, which is hereby acknowledged, the parties to this First Amendment agree as follows:

1. The following two centers are hereby added to the first Whereas clause in the Recitals section of the Agreement and shall be included in the definition of "Center" and "Centers," as used therein, as of the First Amendment Effective Date:

Salem HT at Home #9704
1201 Ricker Rd.
Salem, IL 62881

Salem Home Training #5484
1201 Ricker Rd.
Salem, IL 62881

2. Modification of Patient Transfer Agreement. All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. In all other respects, the parties do hereby ratify and reaffirm the provisions of the Agreement, as amended, which shall continue in full force and effect, except as amended hereby.

3. Counterparts; Facsimile Signatures. This First Amendment may be executed in counterparts, including by facsimile signatures, each of which shall be deemed to be an original, but all of which taken together shall constitute but one and the same agreement.

First Amendment-PTA

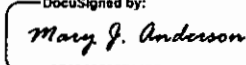
4. Integration. This First Amendment shall constitute and shall be interpreted as a written modification to the Agreement upon the execution by the each of the parties, in accordance with Section 10 of the Agreement. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as otherwise amended by this First Amendment, the parties do hereby ratify and reaffirm the provisions of the Agreement, which shall continue in full force and effect, all other terms and conditions of the Agreement shall remain in full force and effect.

5. APPROVAL BY DAVITA HEALTHCARE PARTNERS INC. ("DAVITA") AS TO FORM. The parties acknowledge and agree that this Agreement shall take effect and be legally binding upon the parties only upon full execution hereof by the parties and upon approval by DaVita HealthCare Partners Inc. as to form hereof.

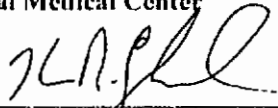
IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed and delivered as of the First Amendment Effective Date, defined above.

COMPANY:
DVA Renal Healthcare, Inc.

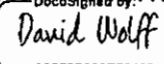
Total Renal Care, Inc.

By: 
Name: Mary J. Anderson
Its: Division Vice President
Dated: February 17, 2016

HOSPITAL:
Memorial Medical Center

By: 
Name: Jenn England
Its: Vice President, Business Development
Dated: 2/11/16

APPROVED AS TO FORM:
DAVITA HEALTHCARE PARTNERS INC.

By: 
By: David G. Wolff
Its: Group General Counsel

This Contract Has Been
Reviewed By MHS Legal Counsel

Meghan Karhliker #4577

Certificate of Completion

Envelope Id: 166B451FEC534167B13684D21D874638

Subject: Please DocuSign this document: (IL)Multi Facility-Amendment to PTA-Memorial Medical.pdf

Source Envelope:

Document Pages: 2

Signatures: 2

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:

Brooke Spiegel

2000 16th Street

Denver, CO 80202

brooke.spiegel@davita.com

IP Address: 104.129.200.71

Record Tracking

Status: Original

2/12/2016 8:34:24 AM

Holder: Brooke Spiegel

brooke.spiegel@davita.com

Location: DocuSign

Signer Events

Mary J. Anderson

mary.j.anderson@davita.com

Divisional Vice President

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Mary J. Anderson
4B79527A35E1A2C...

Using IP Address: 63.143.84.98

Timestamp

Sent: 2/12/2016 8:36:21 AM

Viewed: 2/12/2016 9:57:52 AM

Signed: 2/12/2016 9:58:36 AM

Electronic Record and Signature Disclosure:

Accepted: 2/12/2016 9:57:52 AM

ID: cb2fb6ab-4f0e-456b-a5a2-b5ee27875ad6

David Wolff

david.wolff@davita.com

Group Group Counsel

Security Level: Email, Account Authentication
(None)

DocuSigned by:
David Wolff
CB377708B0EFD402...

Using IP Address: 24.8.150.249

Sent: 2/12/2016 9:58:37 AM

Viewed: 2/13/2016 8:50:11 AM

Signed: 2/13/2016 9:01:10 AM

Electronic Record and Signature Disclosure:

Accepted: 1/19/2015 12:29:12 PM

ID: 868d90d3-66f4-4ca2-8c5f-d0e1afe01b11

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Don Robbins

DON.ROBBINS@DAVITA.COM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 12/4/2015 8:54:34 AM

ID: 42a4a637-4bc8-47c1-9baa-79a7451fdc4e

COPIED

Sent: 2/13/2016 9:01:12 AM

Viewed: 2/13/2016 9:25:47 AM

Carbon Copy Events

Kimberly Henke
kimberly.henke@davita.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered
ID:

Status**COPIED****Timestamp**

Sent: 2/13/2016 9:01:12 AM
Viewed: 2/14/2016 12:48:03 PM

Linda O'Connell
linda.Oconnell@davita.com
DaVita Healthcare Partners Inc.
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered
ID:

COPIED

Sent: 2/13/2016 9:01:12 AM
Viewed: 2/15/2016 8:44:06 AM

Melissa Elliott
melissa.elliott@davita.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered
ID:

COPIED

Sent: 2/13/2016 9:01:12 AM

Notary Events**Timestamp****Envelope Summary Events****Status**

Envelope Sent	Hashed/Encrypted
Certified Delivered	Security Checked
Signing Complete	Security Checked
Completed	Security Checked

Timestamps

2/13/2016 9:01:12 AM
2/13/2016 9:01:12 AM
2/13/2016 9:01:12 AM
2/13/2016 9:01:12 AM

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DaVita (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DaVita:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: emily.briggs@davita.com

To advise DaVita of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at jennifer.vanhyning@davita.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from DaVita

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to emily.briggs@davita.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DaVita

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to emily.briggs@davita.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify DaVita as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by DaVita during the course of my relationship with you.

FOR COMPANY USE ONLY:
Clinic #: 3315, 3316, 3317,
3318, 3319, 3320, 3321, 3322,
3420, 3425, 3491, 3580

PATIENT TRANSFER AGREEMENT

This **PATIENT TRANSFER AGREEMENT** (the "Agreement") is made as of the last date of execution of this Agreement (the "Effective Date"), by and between **Memorial Medical Center**, a not-for-profit corporation and affiliate of Memorial Health System (hereinafter "Hospital"), and **DVA Renal Healthcare, Inc.**, a subsidiary of DaVita HealthCare Partners Inc. ("Company").

RECITALS

WHEREAS, the parties hereto desire to enter into this Agreement governing the transfer of patients between Hospital and the following free-standing dialysis clinics owned and operated by Company (the "Centers"):

Macon County Dialysis
1090 W. McKinley Ave.
Decatur, IL 62526

Jacksonville Dialysis
1515 W. Walnut St.
Jacksonville, IL 62650

Mattoon Dialysis
6051 Development Dr.
Charleston, IL 61920

Taylorville Dialysis
901 W. Sprusser St.
Taylorville, IL 62568

Springfield Montvale Dialysis
2930 S. Montvale Dr.
Suite A
Springfield, IL 62704

Rushville Dialysis
112 Sullivan Dr.
Rushville, IL 62681

Effingham Dialysis
904 Medical Park Dr.
Suite 1
Effingham, IL 62401

Litchfield Dialysis
915 St. Francis Way
Litchfield, IL 62056

Springfield Central Dialysis
932 N. Rutledge St.
Springfield, IL 62702

Lincoln Dialysis
2100 W. 5th St.
Lincoln, IL 62656

Decatur East Wood Dialysis
794 East Wood St.
Decatur, IL 62521

Illini Renal Dialysis
507 E. University Ave.
Champaign, IL 61820

WHEREAS, the parties hereto 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 between the Hospital and the Centers; and

WHEREAS, the parties wish to facilitate the continuity of care and the timely transfer of patients and records between the Hospital and the Centers; and

WHEREAS, the parties acknowledge that only a patient's attending physician (not Company or the Hospital) can refer such patient to Company for dialysis treatments.

NOW THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **HOSPITAL OBLIGATIONS.** In accordance with the policies and procedures as hereinafter provided, and upon the recommendation of an attending physician, a patient of Company may be transferred to Hospital.

(a) Hospital agrees to exercise its best efforts to provide for prompt admission of patients provided that all usual, reasonable conditions of admission are met. 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. Transfer record forms shall be completed in detail and signed by the physician or nurse in charge at Company and must accompany the patient to the receiving institution.

(b) 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.

2. **COMPANY OBLIGATIONS.**

(a) Upon transfer of a patient to Hospital, Company agrees:

- i. That it shall transfer any needed personal effects of the patient, and information relating to the same, and shall be responsible therefor until signed for by a representative of Hospital;
- ii. Original medical records kept by each of the parties shall remain the property of that institution; and
- iii. That transfer procedures shall be made known to the patient care personnel of each of the parties.

(b) Company agrees to transmit with each patient at the time of transfer, or in case of an emergency, as promptly as possible thereafter, an abstract of pertinent medical and other records necessary to continue the patient's treatment without interruption and to provide identifying and other information, to include:

- i. current medical findings;
- ii. diagnosis;
- iii. rehabilitation potential;
- iv. discharge summary;
- v. a brief summary of the course of treatment followed;
- vi. nursing and dietary information;
- vii. ambulating status; and
- viii. administrative and pertinent social information.

(c) Company agrees to readmit to the Center patients who have been transferred to Hospital for medical care as clinic capacity allows. Hospital agrees to keep the administrator or designee of Company advised of the condition of the patients that will affect the anticipated date of transfer back to Company and to provide as much notice of the transfer date as possible. Company shall assign readmission priority for its patients who have been treated at Hospital and who are ready to transfer back to the Center.

3. **BILLING, PAYMENT, AND FEES.** Hospital and Company each shall be responsible for billing the appropriate payor for the services it provides, respectively, hereunder. Company shall not act as guarantor for any charges incurred while the patient is a patient in Hospital.

4. **PROTECTION OF HEALTH INFORMATION.** Hospital and Company represent and warrant to each other that each possesses the capacity to comply, and that each will continuously comply, where relevant, with the provisions of the "Health Insurance Portability and Accountability Act of 1996" and the "Health Information Technology and Clinical Health Act" and all of the standards which are promulgated pursuant to such federal statutes, including the Electronic Transactions Standards, the Privacy Standards, the Security Standards, the Breach Notification Rule and all other standards or rules which may be prescribed by the Department of Health and Human Services subsequent to the Effective Date of this Agreement as being applicable to the relationship between the parties created by this Agreement (collectively, "HIPAA"). Each party will promptly report to the other any use or disclosure of any health information which is not permitted under HIPAA whenever the party becomes aware of such improper use or disclosure. Each party, in addition, will timely act to mitigate, to the extent practicable, any harmful effect, which is known to or which could reasonably be anticipated by the party, of a use or a disclosure of such health information in violation of

HIPAA. Hospital and Company acknowledge and agree that from time to time, HIPAA may require modification of this Agreement for compliance purposes.

5. **STATUS AS INDEPENDENT CONTRACTORS.** The parties acknowledge and agree that their relationship is solely that of independent contractors. Governing bodies of Hospital and Company shall have exclusive control of the policies, management, assets, and affairs of their respective facilities. Nothing in this Agreement shall be construed as limiting the right of either to affiliate or contract with any other hospital or facility on either a limited or general basis while this Agreement is in effect. Neither party shall use the name of the other in any promotional or advertising material unless review and approval of the intended use shall be obtained from the party whose name is to be used and its legal counsel.

6. **INSURANCE.** Each party shall secure and maintain, or cause to be secured and maintained during the term of this Agreement, comprehensive general liability, property damage, and workers compensation insurance in amounts generally acceptable in the industry, and professional liability insurance providing minimum limits of liability of \$1,000,000 per occurrence and \$3,000,000 in aggregate. Each party shall deliver to the other party certificate(s) of insurance evidencing such insurance coverage upon execution of this Agreement, and annually thereafter upon the request of the other party. Each party shall provide the other party with not less than thirty (30) days prior written notice of any change in or cancellation of any of such insurance policies. Said insurance shall survive the termination of this Agreement.

7. **INDEMNIFICATION.**

(a) **Hospital Indemnity.** Hospital hereby agrees to defend, indemnify and hold harmless Company and its shareholders, affiliates, officers, directors, employees, and agents for, from and against any claim, loss, liability, cost and expense including, without limitation, costs of investigation and reasonable attorney's fees (collectively, "Loss"), directly or indirectly relating to, resulting from or arising out of any action or failure to act arising out of this Agreement by Hospital and its staff regardless of whether or not it is caused in part by Company or its officers, directors, agents, representatives, employees, successors and assigns. This indemnification provision shall not be effective as to any Loss attributable exclusively to the negligence or willful act or omission of Company.

(b) **Company Indemnity.** Company hereby agrees to defend, indemnify and hold harmless Hospital and its shareholders, affiliates, officers, directors, employees, and agents for, from and against any Loss directly or indirectly relating to, resulting from or arising out of any action or failure to act arising out of this Agreement by Company and its staff regardless of whether or not it is caused in part by or its officers, directors, agents, representatives, employees, successors and assigns. This indemnification provision shall not be effective as to any Loss attributable exclusively to the negligence or willful act or omission of Hospital.

(c) Survival. The indemnification obligations of the parties shall continue in full force and effect notwithstanding the expiration or termination of this Agreement with respect to any such expenses, costs, damages, claims and liabilities which arise out of or are attributable to the performance of this Agreement prior to its expiration or termination.

9. TERM AND TERMINATION. This Agreement shall be effective for an initial period of one (1) year from the Effective Date and shall continue in effect indefinitely after such initial term, except that either party may terminate by giving at least sixty (60) days notice in writing to the other party of its intention to terminate this Agreement. If this Agreement is terminated for any reason within one (1) year of the Effective Date of this Agreement, then the parties hereto shall not enter into a similar agreement with each other for the services covered hereunder before the first anniversary of the Effective Date. Termination shall be effective at the expiration of the sixty (60) day notice period. However, if either party shall have its license to operate its facility revoked by the State or become ineligible as a provider of service under Medicare or Medicaid laws, this Agreement shall automatically terminate on the date such revocation or ineligibility becomes effective.

10. AMENDMENT. This Agreement may be modified or amended from time to time by mutual written agreement of the parties, signed by authorized representatives thereof, and any such modification or amendment shall be attached to and become part of this Agreement. No oral agreement or modification shall be binding unless reduced to writing and signed by both parties.

11. ENFORCEABILITY/SEVERABILITY. The provisions of this Agreement are severable. The invalidity or unenforceability of any term or provisions hereto in any jurisdiction shall in no way affect the validity or enforceability of any other terms or provisions in that jurisdiction, or of this entire Agreement in any other jurisdiction.

12. NO REQUIRED REFERRALS. This Agreement, and all of the other contractual or business arrangements, if any, which exist between Hospital and Company, or any of the entities which are affiliated with Hospital or Company, are to be strictly interpreted and construed so as to comply with all of the provisions of and the referral restrictions which are contained within the federal statutes and laws which are commonly referred to as the Medicare Fraud and Abuse or Anti-Kickback Statute and the Stark Laws, and all of the rules and regulations promulgated pursuant to, and all of the cases or opinions interpreting such statutes and laws, as well as any other state statutes or laws which may be applicable to such arrangements. As a consequence, neither party, nor any of the entities which are affiliated with either party, are being obligated or required by the other party, to obtain or receive any medical diagnosis, care of treatment from a party, or to purchase any health care related services or products from a party. Neither party is entering into this Agreement with an expectation that such patient referrals will occur or develop between the Hospital and Company.

13. PARTICIPATION ELIGIBILITY. Each party represents and warrants to the other Party that such Party and each of its employees: (i) are not listed on the General Services Administration's Excluded Parties List System ("GSA List"); and (ii) are not suspended or excluded from participation in any federal health care programs, as defined under 42 U.S.C. § 1320a-7b(f), or any form of state Medicaid program (collectively, "Government Payor Programs"). Each party agrees to notify the other party of any suspension or exclusion from Government Payor Programs within ten (10) business days of such party's first learning of it. Each party shall have the right to immediately terminate this Agreement upon learning of any such suspension or exclusion.

14. NOTICES. All notices, requests, and other communications to any party hereto shall be in writing and shall be addressed to the receiving party's address set forth below or to any other address as a party may designate by notice hereunder, and shall either be (a) delivered by hand, (b) sent by recognized overnight courier, or (c) by certified mail, return receipt requested, postage prepaid.

If to Hospital: Memorial Medical Center
701 N. First St.
Springfield, IL 62781
Attention: Hospital Administrator

If to Company: DVA Renal Healthcare, Inc.
C/o: DaVita HealthCare Partners Inc.
2000 16th St., 12th Floor
Denver, CO 80202
Attention: Group General Counsel

With a copy to: DaVita HealthCare Partners Inc.
2000 16th St., 12th Floor
Denver, CO 80202
Attention: Chief Legal Officer

All notices, requests, and other communication hereunder shall be deemed effective (a) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (b) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (c) if sent by certified mail, five (5) business days following the day such mailing is made.

15. ASSIGNMENT. This Agreement shall not be assigned in whole or in part by either party hereto without the express written consent of the other party, except that

either party may assign this Agreement to one of its affiliates, subsidiaries, or subsidiaries of its parent without the consent of the other party.

16. **COUNTERPARTS.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies of signatures sent by facsimile shall be deemed to be originals.

17. **NON-DISCRIMINATION.** All services provided by Hospital hereunder shall be in compliance with all federal and state laws prohibiting discrimination on the basis of race, color religion, sex national origin, handicap, or veteran status.

18. **WAIVER.** The failure of any party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition, and the obligations of such party with respect thereto shall continue in full force and effect.

19. **GOVERNING LAW.** The laws of the State of Illinois shall govern this Agreement.

20. **HEADINGS.** The headings appearing in this Agreement are for convenience and reference only, and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.

21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or written, between the parties (including, without limitation, any prior agreement between Hospital and Company or any of its subsidiaries or affiliates) with respect to the subject matter hereof.

22. **APPROVAL BY DAVITA HEALTHCARE PARTNERS INC. ("DAVITA") AS TO FORM.** The parties acknowledge and agree that this Agreement shall take effect and be legally binding upon the parties only upon full execution hereof by the parties and upon approval by DaVita HealthCare Partners Inc. as to the form hereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Hospital:

Memorial Medical Center

By: [Signature]

Name: Kevin England

Its: VP, Business Development

Date: 10/14/13

Company:

DVA Renal Healthcare, Inc.

By: [Signature]
4B7ED26C64E1420...

Name: Mary J. Anderson

Its: Divisional Vice President

Date: October 14, 2013

This Contract Has Been
Reviewed By MHS Legal Counsel

Meghan Keshitken #2520

APPROVED AS TO FORM ONLY:

By: [Signature]
703-07640C6W430...

Name: Marcie Damisch

Its: Group General Counsel

Certificate of Completion

Envelope Number: 00B319CFAE0D4RC88992B42EDEDAAA74

Status: Completed

Subject: Please DocuSign this document: IL - Patient Transfer Agreement - DVA Renal Healthcare, Inc. (Multi-F

Source Envelope:

Document Pages: 8

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Amanda Kadlick

AutoNav: Enabled

2000 16th Street

Envelope Stamping: Enabled

Denver, CO 80202

amanda.kadlick@davita.com

IP Address: 208.31.38.197

Record Tracking

Status: Original

Holder: Amanda Kadlick

Location: DocuSign

10/14/2013 11:23:23 AM PT

amanda.kadlick@davita.com

Signer Events

Mary J. Anderson

mary.j.anderson@davita.com

Divisional Vice President

Security Level: Email, Account Authentication
(None)

Consumer Disclosure:

Accepted: 10/14/2013 2:29:57 PM PT

ID: dea77872-5b56-43b9-8349-fe3e9cfc47bc

Signature

DocuSigned by:

Mary J. Anderson

#MT5B28332F143C

Timestamp

Sent: 10/14/2013 1:01:20 PM PT

Viewed: 10/14/2013 2:29:57 PM PT

Signed: 10/14/2013 2:30:47 PM PT

Using IP Address: 162.17.1.33

Marcie Damisch

marcie.damisch@davita.com

Snsjdjdn

Security Level: Email, Account Authentication
(None)

Consumer Disclosure:

Accepted: 10/14/2013 2:33:42 PM PT

ID: a6f75a39-f657-472a-8452-d20a35013ddc

DocuSigned by:

Marcie Damisch

F6506FR4B0AM435

Sent: 10/14/2013 2:30:49 PM PT

Viewed: 10/14/2013 2:33:42 PM PT

Signed: 10/14/2013 2:34:18 PM PT

Using IP Address: 208.31.38.197

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Erin Graer

Greer.Erin@mhsil.com

Security Level: Email, Account Authentication
(None)

Consumer Disclosure:

Not Offered

ID:

COPIED

Sent: 10/14/2013 2:34:20 PM PT

Notary Events

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/14/2013 2:34:20 PM PT
Certified Delivered	Security Checked	10/14/2013 2:34:20 PM PT
Signing Complete	Security Checked	10/14/2013 2:34:20 PM PT
Completed	Security Checked	10/14/2013 2:34:20 PM PT

Consumer Disclosure

CONSUMER DISCLOSURE

From time to time, DaVita (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact DaVita:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jennifer.vanhyning@davita.com

To advise DaVita of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at jennifer.vanhyning@davita.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from DaVita

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to jennifer.vanhyning@davita.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DaVita

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to jennifer.vanhyning@davita.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify DaVita as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by DaVita during the course of my relationship with you.

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(i), Relocation of Facilities

The Applicants propose to relocate their existing 21 station dialysis facility from 932 North Rutledge Street, Springfield, Illinois 62702 to 600 North Grand Avenue West, Springfield, Illinois 62702. The Applicants have a lease with Memorial Health System for the Existing Facility that expires on December 31, 2019. Memorial Health System notified the Applicants that it will repurpose the current leased space to other uses that will support the business needs of Memorial Health System upon termination of the existing lease term. See Attachment – 26. Memorial Health System has agreed to allow the Applicants to vacate the space prior to the end of the lease term without penalty. The Replacement Facility will be a ground-up build with an anticipated construction timeline of 18 to 24 months. To ensure that the current patients at the Existing Facility have a place to dialyze without interruption, DaVita elected to file the CON application to relocate the Existing Facility sooner rather than later.

The proposed Replacement Facility is needed to maintain access to life-sustaining dialysis for patients in the greater Springfield area. It will better accommodate current and future demand for dialysis services and ensure dialysis services are accessible to residents of Springfield.

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(j), Assurances

Attached at Attachment – 26G is a letter from Arturo Sida, Assistant Corporate Secretary of DaVita HealthCare Partners Inc. certifying that the proposed Replacement Facility will achieve target utilization by the second year of operation.

Kathryn Olson
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

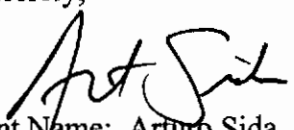
Re: In-Center Hemodialysis Assurances

Dear Chair Olson:

Pursuant to 77 Ill. Admin. Code § 1110.1430(k), I hereby certify the following:

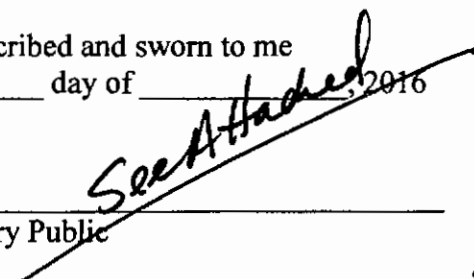
- By the second year after project completion, Springfield Central Dialysis expects to achieve and maintain 80% target utilization; and
- Springfield Central Dialysis also expects hemodialysis outcome measures will be achieved and maintained at the following minimums:
 - $\geq 85\%$ of hemodialysis patient population achieves urea reduction ratio (URR) $\geq 65\%$ and
 - $\geq 85\%$ of hemodialysis patient population achieves Kt/V Daugirdas II 1.2

Sincerely,


Print Name: Arturo Sida
Its: Assistant Corporate Secretary
DaVita HealthCare Partners Inc.

Subscribed and sworn to me

This ____ day of _____, 2016



Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On July 27, 2016 before me, Kimberly Ann K. Burgo, Notary Public
(here insert name and title of the officer)

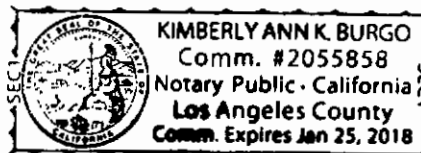
personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Ltr. to K.Olson re In-Center Hemodialysis Assurances (Springfield Central Dialysis)

Document Date: July 27, 2016

Number of Pages: 1 (one)

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s):

☐ Individual

☒ Corporate Officer

Assistant Corporate Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita HealthCare Partners Inc.

Section VIII, Financial Feasibility
Criterion 1120.120 Availability of Funds

The project will be funded entirely with cash and cash equivalents and a lease from Palestra Real Estate Partners, Inc. A copy of DaVita's 2015 10-K Statement evidencing sufficient internal resources to fund the project was previously submitted. A letter of intent to lease the facility is attached at Attachment - 36.



77 West Wacker Drive, Suite 1800
Chicago, IL 60601
Web: www.cushmanwakefield.com

August 23, 2016

Mr. Vince Curran
Palestra Real Estate Partners, Inc.
808 Montparnasse Place
Newtown Square, PA 19073

RE: LOI – 600 N Grand Ave W, Springfield, IL 62702

Mr. Curran:

Cushman & Wakefield ("C&W") has been authorized by Total Renal Care, Inc. a subsidiary of DaVita HealthCare Partners, Inc. to assist in securing a lease requirement. DaVita HealthCare Partners, Inc. is a Fortune 200 company with revenues of approximately \$13 billion. They operate 2,278 outpatient dialysis centers across the US and 124 internationally.

Below is the proposal outlining the terms and conditions wherein the Tenant is willing to lease the subject premises:

<u>PREMISES:</u>	To be constructed building at approximately 600 N Grand Ave W, Springfield, IL 62702
<u>TENANT:</u>	DVA Renal Healthcare, Inc. or related entity to be named
<u>GUARANTY:</u>	DaVita Healthcare Partners, Inc.
<u>LANDLORD:</u>	Palestra Real Estate Partners, Inc. or its assignees or designees
<u>SPACE REQUIREMENTS:</u>	Requirement is for approximately 9,092 SF of ground floor contiguous rentable square feet. Tenant shall have the right to measure space based on ANSI/BOMA Z65.1-1996.
<u>PRIMARY TERM:</u>	15 years
<u>BASE RENT:</u>	\$27.06 psf NNN Y1-Y5; \$29.77 psf NNN Y6-Y10; \$32.75 psf NNN Y11-Y15.
<u>ADDITIONAL EXPENSES:</u>	It is the intention of the Landlord that this Lease is NNN with all utilities separately metered to Tenant and Tenant responsibility. Estimated annual cost per square foot for any and all additional operating expenses for which the Tenant will be responsible for paying including Taxes, Insurance and CAM are estimated to be \$5.00/psf. Landlord to limit the controllable operating expense costs to \$5.00 psf in the first full lease year and no greater than 3% increases annually thereafter.

LANDLORD'S MAINTENANCE:

Landlord, at its sole cost and expense, shall be responsible for the structural and capitalized items (treated per GAAP standards) for the Property.

**POSSESSION AND
RENT COMMENCEMENT:**

Landlord shall deliver Possession of the Premises to the Tenant upon the later of completion of Landlord's required work, mutual lease execution, waiver of CON contingency, or Landlord closing on the property, to be further defined in lease agreement. Rent Commencement shall be the earlier of seven (7) months from Possession or the date each of the following conditions have occurred:

- a. Construction improvements within the Premises have been completed in accordance with the final construction documents (except for nominal punch list items); and
- b. A certificate of occupancy for the Premises has been obtained from the city or county; and
- c. Tenant has obtained all necessary licenses and permits to operate its business.

LEASE FORM:

Tenant's standard lease form that will conform to Chadds Ford, PA as a starting point for negotiations.

USE:

The operation of an outpatient renal dialysis clinic, renal dialysis home training, apheresis services and similar blood separation and cell collection procedures, general medical offices, clinical laboratory, including all incidental, related and necessary elements and functions of other recognized dialysis disciplines which may be necessary or desirable to render a complete program of treatment to patients of Tenant and related office and administrative uses or for any other lawful purpose.

Landlord to verify that the Use is permitted within the premises zoning.

PARKING:

Tenant requests:

- a) A stated parking allocation of four stalls per 1,000 sf or higher if required by code
- b) Handicapped stalls located near the front door to the Premises
- c) A patient drop off area, preferably covered (Please describe the drop off area).

BUILDING SYSTEMS:

Landlord shall warrant that the building's mechanical, electrical, plumbing, HVAC systems, roof, and foundation are in good order and repair for one year after lease commencement. Landlord will remain responsible for ensuring the parking and common areas are ADA compliant.

BASE BUILDING:

Landlord, at Landlord's expense, shall deliver to the premises the Base Building improvements included in the attached Exhibit B, subject to Tenant's architect and project manager approval.

Landlord will make reasonable efforts to coordinate early access for tenant improvements with Tenant's project manager once the building slab is poured, under roof, and exterior walls are up.

OPTION TO RENEW:

Tenant desires three, five-year options to renew the lease. Option rent shall be increased by 10% after Year 15 of the initial term and following each successive five-year option period to be further defined in lease agreement.

**FAILURE TO DELIVER
PREMISES:**

If Landlord has not delivered the premises to Tenant by 255 days from the later of lease execution, waiver of CON contingency, or Landlord closing on property, Tenant may elect to a) terminate the lease by written notice to Landlord or b) elect to receive one day of rent abatement for every day of delay beyond the 255 day delivery period.

HOLDING OVER:

Tenant shall be obligated to pay 110% for the then current rate.

TENANT SIGNAGE:

Tenant shall have the right to install building, monument and pylon signage at the Premises at Tenant's cost, subject to compliance with all applicable laws and regulations.

SUBLEASE/ASSIGNMENT:

Tenant will have the right at any time to sublease or assign its interest in this Lease to any majority owned subsidiaries or related entities of DaVita Healthcare Partners, Inc. without the consent of the Landlord, or to unrelated entities with Landlord reasonable approval to be further defined in lease agreement.

ROOF RIGHTS:

Tenant shall have the right to place a satellite dish on the roof at no additional fee. Installation to be performed by mutually agreed upon contractor so as not damage roof or violate roof warranty. Tenant shall be responsible for its own permits.

NON-COMPETE:

Landlord agrees not to lease space to another dialysis provider within a five mile radius of Premises.

HVAC:

As part of Landlord's work, Landlord shall provide HVAC units meeting the specifications set forth in Exhibit B.

DELIVERIES:

To be determined.

**GOVERNMENTAL
COMPLIANCE:**

Landlord shall represent and warrant to Tenant that Landlord, at Landlord's sole expense, will cause the Premises, common areas, the building and parking facilities to be in full compliance with any governmental laws, ordinances, regulations or orders relating to, but not limited to, compliance with the Americans with Disabilities Act (ADA), and environmental conditions relating to the existence of asbestos and/or other hazardous materials, or soil and ground water conditions, and shall indemnify and hold Tenant harmless from any claims, liabilities and cost arising from environmental conditions not caused by Tenant(s).

CERTIFICATE OF NEED:

Tenant CON Obligation: Landlord and Tenant understand and agree that the establishment of any chronic outpatient dialysis facility in the State of Illinois is subject to the requirements of the Illinois Health Facilities Planning Act, 20 ILCS 3960/1 et seq. and, thus, the Tenant cannot establish a dialysis facility on the Premises or execute a binding real estate lease in connection therewith unless Tenant obtains a Certificate of Need (CON) permit from the Illinois Health Facilities and Services Review Board (HFSRB). Based on the length of the HFSRB review process, Tenant does not expect to receive a CON permit prior to seven (7) months from the latter of an executed LOI or subsequent filing date. In light of the foregoing facts, the parties agree that they shall promptly proceed with due diligence to negotiate the terms of a definitive lease agreement and execute such agreement prior to approval of the CON permit provided, however, the lease shall not be binding on either party prior to approval of the CON permit and the lease agreement shall contain a contingency clause indicating that the lease agreement is not effective prior to CON permit approval. Assuming CON approval is granted, the effective date of the lease agreement shall be the first day of the calendar month following CON permit approval. In the event that the HFSRB does not award Tenant a CON permit to establish a dialysis center on the Premises within seven (7) months from the latter of an executed LOI or subsequent filing date neither party shall have any further obligation to the other party with regard to the negotiations, lease, or Premises contemplated by this Letter of Intent.

BROKERAGE FEE:

Landlord recognizes Cushman & Wakefield ("C&W") as the Tenant's local representative and shall pay a brokerage fee equal 2% of the base rent over the initial 10 year period, 50% shall be due upon mutual lease execution and satisfaction of all contingencies and 50% payable upon occupancy.

PLANS:

Preliminary plans attached hereto.



CONTINGENCIES:

This proposal is subject to the Landlord securing and closing on the subject parcel and timing is subject to all necessary governmental, city and adjoining landowner approval.

In the event the Landlord is not successful in obtaining all necessary approvals including, but not limited to, zoning and use, the Tenant shall have the right, but not the obligation to terminate the lease.

It should be understood that this proposal is subject to the terms of Exhibit A attached hereto. The information in this email is confidential and may be legally privileged. It is intended solely for the addressee. Access to this information by anyone but addressee is unauthorized. Thank you for your time and consideration to partner with DaVita.

Sincerely,

Matthew J. Gramlich

CC: DaVita Regional Operations
DaVita Team Genesis Real Estate

SIGNATURE PAGE

LETTER OF INTENT:

TO BE CONSTRUCTED BUILDING AT
600 N Grand Ave W
Springfield, IL 62702

AGREED TO AND ACCEPTED THIS 24 DAY OF AUGUST 2016

By: Mary Anderson

On behalf of DVA Renal Healthcare, Inc a wholly owned subsidiary of
DaVita Healthcare Partners, Inc.
("Tenant")

AGREED TO AND ACCEPTED THIS 23 DAY OF AUGUST 2016

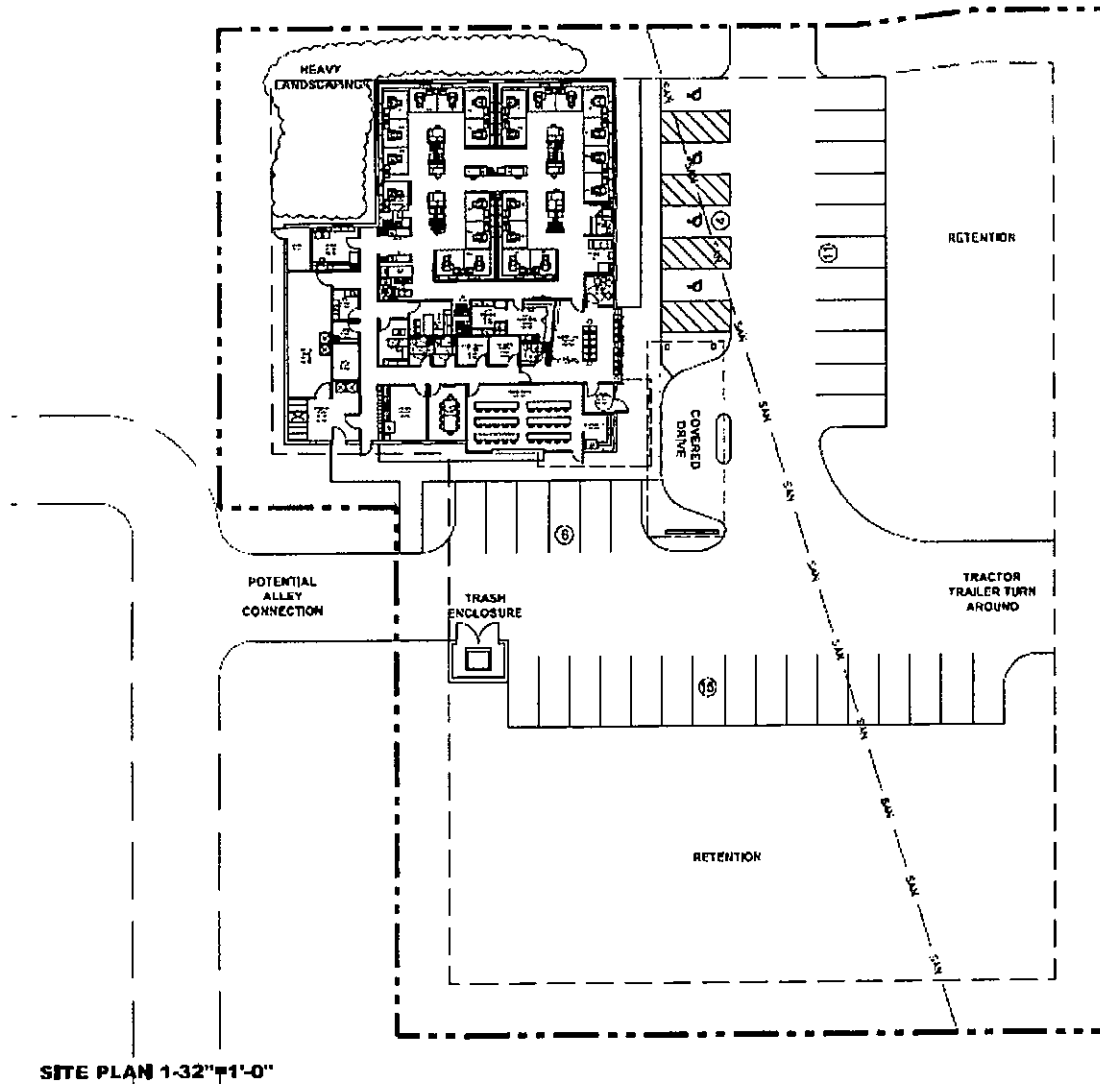
By: [Signature]

("Landlord")

EXHIBIT A**NON-BINDING NOTICE**

NOTICE: THE PROVISIONS CONTAINED IN THIS LETTER OF INTENT ARE AN EXPRESSION OF THE PARTIES' INTEREST ONLY. SAID PROVISIONS TAKEN TOGETHER OR SEPERATELY ARE NEITHER AN OFFER WHICH BY AN "ACCEPTANCE" CAN BECOME A CONTRACT, NOR A CONTRACT. BY ISSUING THIS LETTER OF INTENT NEITHER TENANT NOR LANDLORD (OR C&W) SHALL BE BOUND TO ENTER INTO ANY (GOOD FAITH OR OTHERWISE) NEGOTIATIONS OF ANY KIND WHATSOEVER. TENANT RESERVES THE RIGHT TO NEGOTIATE WITH OTHER PARTIES. NEITHER TENANT, LANDLORD OR C&W INTENDS ON THE PROVISIONS CONTAINED IN THIS LETTER OF INTENT TO BE BINDING IN ANY MANNER, AS THE ANALYSIS FOR AN ACCEPTABLE TRANSACTION WILL INVOLVE ADDITIONAL MATTERS NOT ADDRESSED IN THIS LETTER, INCLUDING, WITHOUT LIMITATION, THE TERMS OF ANY COMPETING PROJECTS, OVERALL ECONOMIC AND LIABILITY PROVISIONS CONTAINED IN ANY LEASE DOCUMENT AND INTERNAL APPROVAL PROCESSES AND PROCEDURES. THE PARTIES UNDERSTAND AND AGREE THAT A CONTRACT WITH RESPECT TO THE PROVISIONS IN THIS LETTER OF INTENT WILL NOT EXIST UNLESS AND UNTIL THE PARTIES HAVE EXECUTED A FORMAL, WRITTEN LEASE AGREEMENT APPROVED IN WRITING BY THEIR RESPECTIVE COUNSEL. C&W IS ACTING SOLELY IN THE CAPACITY OF SOLICITING, PROVIDING AND RECEIVING INFORMATION AND PROPOSALS AND NEGOTIATING THE SAME ON BEHALF OF OUR CLIENTS. UNDER NO CIRCUMSTANCES WHATSOEVER DOES C&W HAVE ANY AUTHORITY TO BIND OUR CLIENTS TO ANY ITEM, TERM OR COMBINATION OF TERMS CONTAINED HEREIN. THIS LETTER OF INTENT IS SUBMITTED SUBJECT TO ERRORS, OMISSIONS, CHANGE OF PRICE, RENTAL OR OTHER TERMS; ANY SPECIAL CONDITIONS IMPOSED BY OUR CLIENTS; AND WITHDRAWAL WITHOUT NOTICE. WE RESERVE THE RIGHT TO CONTINUE SIMULTANEOUS NEGOTIATIONS WITH OTHER PARTIES ON BEHALF OF OUR CLIENT. NO PARTY SHALL HAVE ANY LEGAL RIGHTS OR OBLIGATIONS WITH RESPECT TO ANY OTHER PARTY, AND NO PARTY SHOULD TAKE ANY ACTION OR FAIL TO TAKE ANY ACTION IN DETRIMENTAL RELIANCE ON THIS OR ANY OTHER DOCUMENT OR COMMUNICATION UNTIL AND UNLESS A DEFINITIVE WRITTEN LEASE AGREEMENT IS PREPARED AND SIGNED BY TENANT AND LANDLORD.

PRELIMINARY SITE PLAN SUBJECT TO CHANGE



SITE PLAN 1-32"=1'-0"

PRELIMINARY FLOOR PLAN SUBJECT TO CHANGE

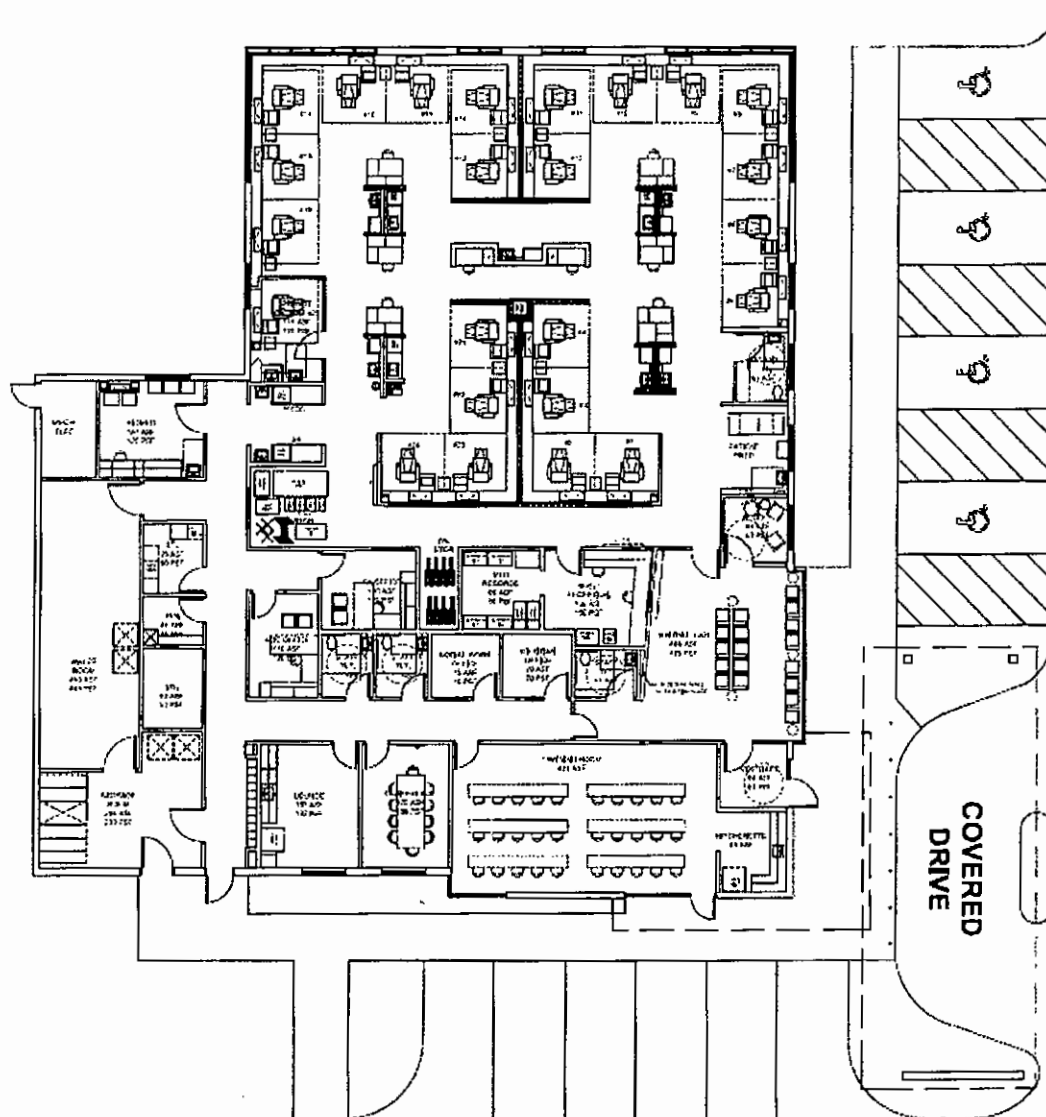


EXHIBIT B

OPTION 1 FOR NEW BUILDING V5.1
**[SUBJECT TO MODIFICATION BASED ON INPUT FROM TENANT'S PROJECT
MANAGER WITH RESPECT TO EACH CENTER PROJECT]**
SCHEDULE A - TO WORK LETTER

MINIMUM BASE BUILDING IMPROVEMENT REQUIREMENTS

At a minimum, the Landlord shall provide the following Base Building and Site Development Improvements to meet Tenant's Building and Site Development specifications at Landlord's sole cost:

All MBBI work completed by the Landlord will need to be coordinated and approved by the Tenant and their Consultants prior to any work being completed, including shop drawings and submittal reviews.

1.0 - Building Codes & Design

All Minimum Base Building Improvements (MBBI) and Site Development are to be performed in accordance with all current local, state, and federal building codes including any related amendments, fire and life safety codes, barrier-free regulations, energy codes, State Department of Public Health, and other applicable codes as it pertains to Dialysis. All Landlord's work will have Governmental Authorities Having Jurisdiction ("GAHJ") approved architectural and engineering (Mechanical, Plumbing, Electrical, Structural, Civil, Environmental) plans and specifications prepared by a licensed architect and engineer and must be coordinated with the Tenant Improvement plans and specifications.

Building design will follow DaVita Shell prototype design package – see attached exhibit.

2.0 - Zoning & Permitting

Building and premises must be zoned to perform services as a dialysis clinic without the need for special-use approval by the AHJ. Landlord to provide all permitting related to the base building and site improvements.

3.0 - Common Areas

Tenant will have access and use of all common areas i.e. Lobbies Hallways, Corridors, Restrooms, Stairwells, Utility Rooms, Roof Access, Emergency Access Points and Elevators. All common areas must be code and ADA compliant for Life Safety per current federal, state and local code requirements.

4.0 Foundation and Floor

The foundation and floor of the building shall be in accordance with local code requirements. The foundation and concrete slab shall be designed by the Landlord's engineer to accommodate site-specific Climate and soil conditions and recommendations per Landlord's soil engineering and exploration report (To be reviewed and approved by Tenant's engineer).

Foundation to consist of formed concrete spread footing with horizontal reinforcing sized per geotechnical engineering report. Foundation wall, sized according to exterior wall systems used and to consist of formed and poured concrete with reinforcing bars or a running bond masonry block with proper horizontal and vertical reinforcing within courses and cells. Internal masonry cells to be concrete filled full depth entire building perimeter up to finish floor at a minimum. Foundation wall to receive poly board R-10 insulation on interior side of wall on entire building perimeter (if required by code). Provide proper foundation drainage.

The floor shall be concrete slab on grade and shall be a minimum of four-inch (4") (five-inch (5") at Water treatment room) thick with minimum concrete strength of 4,000-psi. It will include one of the following, wire mesh or fiber mesh, and/or rebar reinforcement over a 10 mil minimum vapor barrier and granular fill per Landlord's soils and/or structural engineering team based on soil conditions and report from the Soils Engineer. Finish floor elevation to be a minimum of 8" above finish grade. Include proper expansion control joints. Floor shall be level (1/8" with 10' of run), smooth, broom clean with no adhesive residues, in a condition that is acceptable to install floor coverings in accordance with the flooring manufacturer's specifications. Concrete floor shall be constructed so that no more 90% relative humidity is emitted per completed RH testing (ASTM F2170-11, 'Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes') results after 28 day cure time. Relative humidity testing to be performed by Tenant at Tenant's sole cost. Means and methods to achieve this level will be responsibility of the Landlord and may preclude the requirement for Tenant's third party testing. Under slab plumbing shall be installed by Tenant's General Contractor in coordination with Landlord's General Contractor, inspected by municipality and Tenant for approval prior to pouring the building slab.

5.0 - Structural

Structural systems shall be designed to provide a minimum 13'-0" clearance (for 10'-0" finished ceiling height) to the underside of the lowest structural member from finished slab and meet building steel (Type II construction or better) erection requirements, standards and codes. Structural design to allow for ceiling heights (as indicated above) while accommodating all Mechanical, Plumbing, Electrical above ceiling. Structure to include all necessary members including, but not limited to, columns, beams, joists; load bearing walls, and demising walls. Coordinate column spacing and locations with Tenant's Architect. Provide necessary bridging, bracing, and reinforcing supports to accommodate all Mechanical systems (Typical for flat roofs - minimum of four (4) HVAC roof top openings, one (1) roof hatch opening, and four (4) exhaust fans openings). Treatment room shall be column free.

The floor and roof structure shall be fireproofed as needed to meet local building code and regulatory requirements.

Roof hatch shall be provided and equipped with ladders meeting all local, state and federal requirements.

6.0 - Exterior walls

Exterior walls to be fire rated if required by code requirements. If no fire rating is required, interior of walls shall be left as exposed and until Tenants completes any and all work with-in walls on the interior side of the exterior walls. Landlord shall be responsible for interior metal stud furring/framing, mold- and moisture-resistant glass mat board, mold- and moisture-resistant gypsum board, taping and finishing on the interior side of all exterior walls.

7.0 - Demising walls

All demising walls shall be a 1 or 2hr fire rated wall depending on local, state and/or regulatory (NFPA 101 – 2000) codes requirements whichever is more stringent. Walls will be installed per UL design and taped (Tenant shall be responsible for final finish preparation of gypsum board walls on Tenant side only). At Tenant's option and as agreed upon by Landlord, the interior drywall finish of demising walls shall not be installed until after Tenant's improvements are complete in the wall. Walls to be fire caulked in accordance with UL standards at floor and roof deck. Demising walls will have minimum 3-inch thick mineral wool sound attenuation batts from floor to underside of deck.

8.0 - Roof Covering

The roof system shall have a minimum of a twenty (20) year life span with full (no dollar limit - NDL) manufacturer's warrantee against leakage due to ordinary wear and tear. Roof system to include a minimum of R-30 insulation. Ice control measures mechanically or electrically controlled to be considered in climates subject to these conditions. Downspouts to be connected into controlled underground discharge for the rain leaders into the storm system for the site or as otherwise required meeting local storm water treatment requirements. Storm water will be discharged away from the building, sidewalks, and pavement. Roof and all related systems to be maintained by the Landlord for the duration of the lease. Landlord to provide Tenant copy of material and labor roof warranty for record.

9.0 - Parapet

Landlord to provide a parapet wall based on building designed/type and wall height should be from the highest roof line. HVAC Rooftop units should be concealed from public view if required by local code.

10.0 - Façade

Landlord to provide specifications for building façade for Tenant review and approval. All wall system to be signed off by a Landlord's Structural Engineer. Wall system "R" value must meet current Energy code. Wall system options include, but not limited to:

Minimum 3-inch drainable exterior insulating fenestration system (EIFS) on water-vapor barrier on ¾-inch thick glass matt sheathing, AND (where indicated by Lessee's Architect) fibrous cementitious cladding (mfr: Nichiha) on metal furring on continuous insulation/weather-barrier, system on 6" 16- or 18-ga metal stud framing

Or

Minimum 3-inch drainable exterior insulating fenestration system (EIFS), AND (where indicated by Lessee's Architect) fibrous cementitious cladding (mfr: Nichiha) on metal furring on continuous insulation/weather-barrier system, on water-vapor barrier on 8-inch or 12-inch thick concrete masonry wall construction with 3½-inch 20-ga metal stud furring.

Or if required by local municipality

Brick or split face block Veneer on engineered 6" 16 or 18ga metal studs, R- 19 or higher batt wall insulation, on Tyvek (commercial grade) over 5/8" exterior grade gypsum board or Dens-Glass Sheathing.

11.0 - Canopy

Canopy design per DaVita Shell Prototype. Approximate size to be based on building and site plan. Canopy to accommodate patient arrival with a level grade with barrier-free transition to the finish floor elevation. Controlled storm water drainage requirements of gutters with scuppers and/or downspouts drainage to landscape areas or connected to site storm sewer system as required or properly discharged away from the building, sidewalks, and pavement. Steel bollards at column locations where needed.

12.0 -- Waterproofing and Weatherproofing

Landlord shall provide complete water tight building shell inclusive but not limited to, Flashing and/or sealant around windows, doors, parapet walls, Mechanical / Plumbing / Electrical penetrations. Landlord shall properly seal the building's exterior walls, footings, slabs as required in high moisture conditions such as (including but not limited to) finish floor sub-grade, raised planters, and high water table. Landlord shall be responsible for replacing any damaged items and repairing any deficiencies exposed during / after construction of tenant improvement.

13.0 - Windows

Landlord to provide code compliant energy efficient windows and storefront systems to be 1" tinted insulated low-E glass with thermally broken insulated aluminum mullions. Window size and locations to be determined by Tenant's architectural floor plan and shall be coordinate with Landlord's Architect.

14.0 - Thermal Insulation

All exterior walls to have a vapor barrier and insulation that meets or exceeds the local and national energy codes. The R-value to be determined by the size of the stud cavity, if installed on the interior of the wall and should extend from finish floor to bottom of floor or ceiling deck. Should the insulation be installed on the exterior side of the wall sheathing, insulation shall extend from finish floor to the top of the parapet. Roof deck to have a minimum R-30 insulation mechanically fastened to the underside of roof deck.

15.0 - Exterior Doors

All doors to have weather-stripping and commercial grade hardware (equal to Yale 8800 Series, Grade 1 mortise lockset or better). Doors shall meet all barrier-free requirements including but not limited to American Disability Act (ADA), and State Department of Health requirements. Landlord shall change the keys (reset tumblers) on all doors with locks after construction, but prior to commencement of the Lease, and shall provide Tenant with a minimum of three (3) sets of keys. Final location of doors to be determined by Tenant architectural floor plan and shall be coordinate with Tenant's Architect. At a minimum, the following doors, frames and hardware shall be provided by the Landlord:

- Patient Entry Doors: Provide Storefront with insulated glass doors and Aluminum framing to be 42" width including push paddle/panic bar hardware, push button programmable lock, power assist opener, continuous hinge and lock mechanism.
- Service Doors: Provide 48" wide door (Alternates for approval by Tenant's Project Manager to include: a) 60" or 72"-inch wide double doors (with 1 - 24" and 1 - 36" leaf or 2- 36" leaves), b) 60" Roll up door,) with 20 gauge insulated hollow metal , painted with rust inhibiting paint, Flush bolts, T astragal, heavy duty aluminum threshold, continuous hinge each leaf, door viewer (peep), panic bar hardware (if required by code), push button programmable lockset,

- **Teammate Entry Doors:** Provide a minimum 36-inch wide, 20-ga, insulated, hollow metal door and thermally-broken, welded, 20-ga hollow-metal frame (both finished with rust-inhibiting paint) with programmable keypad lockset, heavy-duty hinges, aluminum threshold, surface closer, and concealed-overhead stop.
- **Emergency Egress Doors:** Provide minimum 36" wide door with 20 gauge insulated hollow metal door both painted with rust-inhibiting paint, AND/OR (where indicated by Lessee's Architect) a minimum 42-inch wide aluminum/glass door and aluminum storefront frame, with exit-only panic bar locking hardware, hinges, surface-closer and concealed-overhead stop.

16.0 - Utilities

All utilities to be provided at designated utility entrance points into the building at locations approved by the Tenant. Landlord is responsible for all tap/connection and impact fees for all utilities. All Utilities to be coordinated with Tenant's Architect. Landlord shall have contained within the building a common main room to accommodate the utility services which include, but not limited, to electrical, fire alarm, security alarm and fire riser if in a multi-tenant building.

17.0 - Plumbing

Landlord to provide a segregated/dedicated potable water supply line that will be sized by Tenant's Engineer based on Tenant's water requirements (not tied-in to any other Tenant spaces, fire suppression systems, or irrigation systems unless mandated by Local Building and or Water Dept). Water supply shall be provided with a shut off valve, 2 (two) reduced pressure zone (RPZ) backflow preventers arranged in parallel (with floor drain or open site drain under RPZ's), and meter. Water supply to provide a continuous minimum pressure of 50 psi, maximum 80psi, with a minimum flow rate of 50 gallons per minute to Tenant space. The RPZ's and the Meter will be sized to the incoming line, or per water provider or municipality standards. Landlord to provide Tenant with the most recent site water flow and pressure test results (gallons per minute and psi) for approval. Landlord shall perform water flow and pressure test prior to lease execution. Landlord shall stub the dedicated water line into the Tenant lease space per location coordinated by Tenant.

Provide exterior (anti-freeze when required) hose bibs (minimum of 2) in locations approved by Tenant.

Building sanitary drain size will be determined by Tenant's Mech Engineer based on total combined drainage fixture units (DFU's) for entire building, but not less than 4 inch diameter. The drain shall be stubbed into the building per location coordinated by Tenant at an elevation no higher than 4 feet below finished floor elevation, to a maximum of 10 feet below finished floor elevation. (Coordinate actual depth and location with Tenant's Architect and Engineer.) Provide with a cleanout structure at building entry point. New sanitary building drain shall be properly pitched to accommodate Tenant's sanitary system design per Tenant's plumbing plans, and per applicable Plumbing Code(s). Lift station/sewage ejectors will not be permitted.

Sanitary sampling manhole to be installed by Landlord if required by local municipality.

Landlord to provide and pay for all tap fees related to new sanitary sewer and water services in accordance with local building and regulatory agencies.

18.0 - Fire Suppression System

A Sprinkler System will be installed if required by AHJ or if required by Tenant. Any single story standalone building or building that could expand to greater than 10,000SF will require a sprinkler system. Landlord shall design and install a complete turnkey sprinkler system that meets the requirements of NFPA #13 and all local building and life safety codes per NFPA 101-2000. This system will be on a dedicated water line independent of Tenant's potable water line requirements, or as required by local municipality or water provider. Landlord shall provide all municipal (or code authority) approved shop drawings, service drops and sprinkler heads at heights per Tenant's reflective ceiling plan, flow control switches wired and tested, alarms including wiring and an electrically/telephonically controlled fire alarm control panel connected to a monitoring systems for emergency dispatch.

19.0 - Electrical

Provide underground service with a dedicated meter via a new CT cabinet per utility company standards. Service size to be determined by Tenant's engineer dependent on facility size and gas availability (400amp to 1,000amp service) 120/208 volt, 3 phase, 4 wire to a distribution panel board in the Tenant's utility room (location to be per Code and coordinated with Tenant and their Architect) for Tenant's exclusive use in powering equipment, appliances, lighting, heating, cooling and miscellaneous use. Landlord's service provisions shall include transformer coordination with utility company, transformer pad, grounding, and underground conduit wire sized for service inclusive of excavation, trenching and restoration, utility metering, distribution panel board with main and branch circuit breakers, and electrical service and building grounding per NEC. Tenant's engineer shall have the final approval on the electrical service size and location and the size and quantity of circuit breakers to be provided in the distribution panel board.

Landlord will provide up to 5 sub panels that can accommodate up to 42 circuits based on the Electrical Engineers design.

If lease space is in a multi-tenant building then Landlord to provide meter center with service disconnecting means, service grounding per NEC, dedicated combination CT cabinet with disconnect for Tenant and distribution panel board per above.

If Tenant so chooses to require an Emergency Transfer Switch hook-up for a temporary generator, Landlord will provide one at Landlord costs per Tenants Electrical design.

Landlord to provide main Fire Alarm Control panel that serves the Tenant space and will have the capacity to accommodate devices in Tenant space based on Fire Alarm system approved by local authority having jurisdiction. If lease space is in a multi-tenant building then Landlord to provide Fire Alarm panel to accommodate all tenants and locate panel in a common room with conduit stub into Tenant space. Landlord's Fire Alarm panel shall include supervision of fire suppression system(s) and connections to emergency dispatch or third party monitoring service in accordance with the local authority having jurisdiction.

Fire Alarm system equipment shall be equipped for double detection activation if required.

20.0 - Gas

Natural gas service, at a minimum, will be rated to have 6" water column pressure and supply 800,000-BTU's. Natural gas pipeline shall be run to HVAC units and HWH's per design drawings. Clinic shall be

individually metered and sized per demand by Engineer. Additional electrical service capacity will be required if natural gas service is not available to the building.

21.0 - Mechanical /Heating Ventilation Air Conditioning

Landlord to be responsible for all costs for the HVAC system based on the below criteria.

Tenant will be responsible for the design, procurement and installation of the HVAC system.

The criteria is as follows:

- | | |
|--|--|
| <ul style="list-style-type: none">• Equipment to be Lennox RTU's• Supply air shall be provided to the Premises sufficient for cooling and ventilation at the rate of 275 to 325 square feet per ton to meet Tenant's demands for a dialysis facility and the base building Shell loads.• RTU Ductwork drops shall be concentric for air distribution until Tenant's General Contractor modifies distribution to align with Tenant's fit-out design criteria and layout and shall be extended 5' into the space for supply and return air. Extension of system beyond 5-feet shall be by Tenant's General Contractor.• System to be a fully ducted return air design and will be by Tenant's General Contractor for the interior fit-out• All ductwork to be externally lined except for the drops from the units.• Provide 100% enthalpy economizer | <ul style="list-style-type: none">• Units to include Power Exhaust• Control system must be capable of performing all items outlined in the Sequence of Operations specification section• RTU controller shall be compatible with a Building Management System using BACnet communication protocol.• Provide high efficiency inverter rated non-overloading motors• Provide 18" curbs, 36" in Northern areas with significant snow fall• Units to have disconnect and service outlet at unit• Units will include motorized dampers for OA, RA & EA• System shall be capable of providing 55deg supply air temperature when it is in the cooling mode |
|--|--|

Equipment will be new and come with a full warranty on all parts including compressors (minimum of 5yrs) including labor. Work to include, but not limited to, the purchase of the units, installation, roof framing, mechanical curbs, flashings, gas & electrical hook-up, coordination with Building Management System supplier, temporary construction thermostats, start-up and commissioning. Anticipate minimum up to five (5) zones with programmable thermostat and or DDC controls (Note: The 5 zones of conditioning may be provided by individual constant volume RTU's, or by a VAV or VVT system of zone control with a single RTU). Tenant's engineer shall have the final approval on the sizes, tonnages, zoning, location and number of HVAC units based on Tenant's design criteria and local and state codes.

Landlord to furnish steel framing members, roof curbs and flashing to support Tenant exhaust fans (minimum of 4) to be located by Tenant's architect.

22.0 - Telephone

Landlord shall provide a single 2" PVC underground conduit entrance into Tenant's utility room to serve as chase way for new telephone service. Entrance conduit location shall be coordinated with Tenant.

23.0 - Cable TV

Landlord shall provide a single 2" PVC underground conduit entrance into Tenant utility room to serve as chase way for new cable television service. Entrance conduit location shall be coordinated with Tenant. Tenant shall have the right to place a satellite dish on the roof and run appropriate electrical cabling from the Premises to such satellite dish and/or install cable service to the Premises at no additional fee. Landlord shall reasonably cooperate and grant "right of access" with Tenant's satellite or cable provider to ensure there is no delay in acquiring such services.

24.0 - Handicap Accessibility

Full compliance with ADA and all local jurisdictions' handicap requirements. Landlord shall comply with all ADA regulations affecting the Building and entrance to Tenant space including, but not limited to, the elevator, exterior and interior doors, concrete curb cuts, ramps and walk approaches to / from the parking lot, detectable warnings, parking lot striping for four (4) dedicated handicap stalls for a unit up to 20 station clinic and six (6) HC stalls for units over 20 stations handicap stalls inclusive of pavement markings and stall signs with current local provisions for handicap parking stalls, delivery areas and walkways.

Finish floor elevation is to be determined per Tenant's architectural plan in conjunction with Landlord's civil engineering and grading plans. If required, Landlord to construct concrete ramp of minimum 5' width, provide safety rails if needed, provide a gradual transitions from overhead canopy and parking lot grade to finish floor elevation. Concrete surfaces to be troweled for slip resistant finish condition according to accessible standards.

25.0 - Exiting

Landlord shall provide at the main entrance and rear doors safety lights, exterior service lights, exit sign and emergency lights with battery backup signs per doorway, in accordance with applicable building codes, local fire codes and other applicable regulations, ordinances and codes. The exiting shall encompass all routes from access points terminating at public right of way.

26.0 - Site Development Scope of Requirements

Landlord to provide Tenant with a site boundary and topographic ALTA survey, civil engineering and grading plans prepared by a registered professional engineer. Civil engineering plan is to include necessary details to comply with municipal standards. Plans will be submitted to Tenant Architect for coordination purposes. Site development is to include the following:

- Utility extensions, service entrance locations, inspection manholes;
- Parking lot design, stall sizes per municipal standard in conformance to zoning requirement;
- Site grading with Storm water management control measures (detention / retention / restrictions);
- Refuse enclosure location & construction details for trash and recycling;
- Handicap stall location to be as close to front entrance as possible;
- Side walk placement for patron access, delivery via service entrance;
- Concrete curbing for greenbelt management;
- Site lighting;
- Conduits for Tenant signage;
- Site and parking to accommodate tractor trailer 18 wheel truck delivery access to service entrance;
- Ramps and curb depressions.
- Landscaping shrub and turf as required per municipality;

- Irrigation system if Landlord so desires and will be designed by landscape architect and approved by planning department;
- Construction details, specifications / standards of installation and legends;
- Final grade will be sloped away from building.

27.0 - Refuse Enclosure

Landlord to provide a minimum 6" thick reinforced concrete pad approx. 100 to 150SF based on Tenant's requirements' and an 8' x 12' apron way to accommodate dumpster and vehicle weight. Enclosure to be provided as required by local codes.

28.0 - Generator

Landlord to allow a generator to be installed onsite if required by code or Tenant chooses to provide one at Tenants costs.

29.0 - Site Lighting

Landlord to provide adequate lighting per code and to illuminate all parking, pathways, and building access points readied for connection into Tenant power panel. Location of pole fixtures per Landlord civil plan to maximize illumination coverage across site. Parking lot lighting to include timer (to be programmed per Tenant hours of operation) or a photocell. Parking lot lighting shall be connected to and powered by Landlord house panel (if in a Multi-tenant building) and equipped with a code compliant 90 minute battery back up at all access points.

30.0 - Exterior Building Lighting

Landlord to provide adequate lighting and power per code and to illuminate the building main, exit and service entrance, landings and related sidewalks. Lighting shall be connected to and powered by Landlord house panel and equipped with a code compliant 90 minute battery back up at all access points.

31.0 - Parking Lot

Provide adequate amount of handicap and standard parking stalls in accordance with dialysis use and overall building uses. Stalls to receive striping, lot to receive traffic directional arrows and concrete curbs or parking bumpers. Bumpers to be firmly spike anchored in place onto the asphalt per stall alignment.

Asphalt wearing and binder course to meet geographical location design requirements for parking area and for truck delivery driveway.

Asphalt to be graded gradual to meet handicap and civil site slope standards, graded into & out of new patient drop off canopy and provide positive drainage to in place storm catch basins leaving surface free of standing water, bird baths or ice buildup potential.

32.0 - Site Signage

Landlord to provide allowance of \$ 4,500 for an illuminated monument/pylon site sign with base and a \$ 7,000 allowance for a facade mounted sign which will include electrical to both Final sign layout to be provided and approved by Tenant and City.

Section IX, Financial Feasibility
Criterion 1120.130 – Financial Viability Waiver

The project will be funded entirely with cash. A copy of DaVita's 2015 10-K Statement evidencing sufficient internal resources to fund the project was previously submitted.

Section X, Economic Feasibility Review Criteria

Criterion 1120.140(a), Reasonableness of Financing Arrangements

Attached at Attachment – 39A is a letter from Arturo Sida, Assistant Corporate Secretary of DaVita HealthCare Partners Inc. and attesting that the total estimated project costs will be funded entirely with cash and cash equivalents.

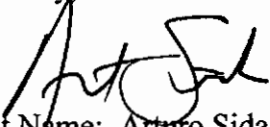
Kathryn Olson
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: Reasonableness of Financing Arrangements

Dear Chair Olson:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 and pursuant to 77 Ill. Admin. Code § 1120.140(a) that the total estimated project costs and related costs will be funded in total with cash and cash equivalents.

Sincerely,


Print Name: Arturo Sida
Its: Assistant Corporate Secretary
DaVita HealthCare Partners Inc.

Subscribed and sworn to me

This ___ day of _____ 2016

See Attached

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On July 27, 2016 before me, Kimberly Ann K. Burgo, Notary Public,
(here insert name and title of the officer)

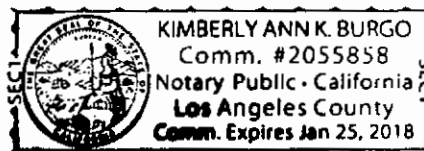
personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Ltr. to K.Olson re Reasonableness of Financing Arrangements (Springfield Central Dialysis)

Document Date: July 27, 2016 Number of Pages: 1 (one)

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s):

☐ Individual

☒ Corporate Officer Assistant Corporate Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita HealthCare Partners Inc.

Section X, Economic Feasibility Review Criteria
Criterion 1120.140(b), Conditions of Debt Financing

This project will be funded in total with cash and cash equivalents. Accordingly, this criterion is not applicable.

Section X, Economic Feasibility Review Criteria

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

1. The Cost and Gross Square Feet by Department is provided in the table below.

Table 1120.310(c)									
COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
ESRD	\$186.44		9,092				\$1,695,116		\$1,695,116
Contingency	\$12.10		9,092				\$110,000		\$110,000
TOTALS	\$198.54		9,092				\$1,805,116		\$1,805,116

* Include the percentage (%) of space for circulation

2. As shown in Table 1120.310(c) below, the project costs are below the State Standard.

Table 1120.310(c)			
	Proposed Project	State Standard	Above/Below State Standard
New Construction Contracts and Contingencies	\$1,805,116	\$278.19 per gross square foot x 9,092 gross square feet = \$2,529,303	Meets State Standard
Contingencies	\$110,000	10% of New Construction Costs = 10% x \$1,695,116 = \$169,511	Below State Standard
Architectural/Engineering Fees	\$139,104	6.22% - 9.34% x (Construction Costs + Contingencies) = 6.22% - 9.34% x (\$1,695,116 + \$110,000) = 6.22% - 9.34% x \$1,805,116 = \$112,278 - \$168,597	Meets State Standard
Consulting and Other Fees	\$109,500	No State Standard	No State Standard
Moveable Equipment	\$802,044	\$53,682.74 per station \$53,682.74 x 21 = \$1,127,337	Below State Standard

Section X, Economic Feasibility Review Criteria
Criterion 1120.310(d), Projected Operating Costs

Operating Expenses: \$3,141,842

Treatments: 17,160

Operating Expense per Treatment: \$183.09

Section X, Economic Feasibility Review Criteria
Criterion 1120.310(e), Total Effect of Project on Capital Costs

Capital Costs

Depreciation: \$273,146
Amortization: \$11,685
Total Capital Costs: \$284,831

Treatments: 17,160

Capital Costs per Treatment: \$16.60

Section XI, Safety Net Impact Statement

1. This criterion is required for all substantive and discontinuation projects. DaVita HealthCare Partners Inc. and its affiliates are safety net providers of dialysis services to residents of the State of Illinois. DaVita is a leading provider of dialysis services in the United States and is committed to innovation, improving clinical outcomes, compassionate care, education and Kidney Smarting patients, and community outreach. A copy of DaVita's 2015 Community Care report, which details DaVita's commitment to quality, patient centric focus and community outreach, was previously included as part of Applicants' application for Proj. No. 16-023. As referenced in the report, DaVita led the industry in quality, with twice as many Four- and Five-Star centers than other major dialysis providers. DaVita also led the industry in Medicare's Quality Incentive Program, ranking No. 1 in three out of four clinical measures and receiving the fewest penalties. DaVita has taken on many initiatives to improve the lives of patients suffering from CKD and ESRD. These programs include Kidney Smart, IMPACT, CathAway, and transplant assistance programs. Furthermore, DaVita is an industry leader in the rate of fistula use and has the lowest day-90 catheter rates among large dialysis providers. During 2000 - 2014, DaVita improved its fistula adoption rate by 103 percent. Its commitment to improving clinical outcomes directly translated into 7% reduction in hospitalizations among DaVita patients.

The proposed project will not impact the ability of other health care providers or health care systems to cross-subsidize safety net services. Importantly, this is the relocation of an existing 21 station dialysis. No stations will be added as part of this relocation and only patients of the Existing Facility will transfer to the Replacement Facility. Further, as shown in Table 1110.1430(b), average utilization at existing and approved dialysis facilities within 30 minutes normal travel time of the Replacement Facility is 60.9%, as of June 30, 2016. However, when excluding the one hospital-based facility that only serves high acuity patients, the utilization within the GSA increases to 66.4%. While the Existing Facility's 79 patients represent a 62.7% utilization rate, Dr. Tamizuddin's medical practice is treating 493 Stage 3, 4, or 5 CKD patients who reside within 30 minutes of the proposed Replacement Facility. Importantly, 115 of these patients live in the proposed Replacement Facility's ZIP code of 62702. Accordingly, the Applicants project the Replacement Facility will reach target utilization within 24 months of project completion without impact other health care providers. Finally, a benefit of the forced relocation of the Existing Facility is that it will have capacity to expand. The Replacement Facility will be plumbed to accommodate up to 24 stations. This will allow for a future census capacity of 144 in-center ESRD patients.

2. The proposed project is for the relocation of Springfield Central Dialysis just 0.58 miles from its current location. Patients currently treated at the existing Springfield Central Dialysis are expected to transfer to the Replacement Facility. As such, the discontinuation of service at the current location will not negatively impact safety net providers.

Safety Net Information per PA 96-0031			
CHARITY CARE			
	2013	2014	2015
Charity (# of patients)	187	146	109
Charity (cost in dollars)	\$2,175,940	\$2,477,363	\$2,791,566
MEDICAID			
	2013	2014	2015
Medicaid (# of patients)	679	708	422
Medicaid (revenue)	\$10,371,416	\$8,603,971	\$7,381,390

Section XII, Charity Care Information

The table below provides charity care information for all dialysis facilities located in the State of Illinois that are owned or operated by the Applicants.

CHARITY CARE			
	2013	2014	2015
Net Patient Revenue	\$228,115,132	\$266,319,949	\$311,351,089
Amount of Charity Care (charges)	\$2,175,940	\$2,477,363	\$2,791,566
Cost of Charity Care	\$2,175,940	\$2,477,363	\$2,791,566

Appendix 1 – Physician Referral Letter

Attached as Appendix 1 is the physician referral letter from Dr. Tamizuddin confirming all 79 current ESRD patients will transfer from the Existing Facility to the Replacement Facility and projecting 31 pre-ESRD patients will initiate dialysis within the next 12 to 24 months.

Ashraf Tamizuddin, M.D.
Central Illinois Kidney and Dialysis Associates, S.C.
3401 Conifer Drive
Springfield, Illinois 62711

Kathryn J. Olson
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chair Olson:

As Medical Director for Springfield Central Dialysis, I am pleased to support DaVita's relocation of Springfield Central Dialysis. The proposed 21-station chronic renal dialysis facility, to be located at 600 North Grand Avenue West, Springfield, Illinois 62702, will directly benefit my patients.

The lease for the existing dialysis facility, located on the Memorial Medical Center campus, is expiring, and the hospital has expressed an interest in repurposing the space occupied by the existing dialysis facility for hospital purposes. DaVita's proposed replacement facility will maintain access to necessary dialysis services to patients residing in and around Springfield. DaVita is well-positioned to provide these services, as it delivers life sustaining dialysis for residents of similar communities throughout the country and abroad. It has also invested in many quality initiatives to improve its patients' health and outcomes.

The site of the proposed replacement facility, which will be located within the Mid-Illinois Medical District, is located 0.58 miles or approximately 1 minute from the existing facility and will provide continued access to my patients.

I have identified 493 patients from my practice who are suffering from Stage 3, 4, or 5 CKD, who all reside within an approximate 30 minute commute of the proposed replacement facility. 115 of these patients reside in 62702, the ZIP code of both the current and proposed replacement facility. 49 of these 115 patients are at Stage 4 or 5 CKD. Conservatively, I predict at least 31 of these 49 patients will initiate dialysis within 12 to 24 months of the proposed replacement facility becoming operational. My increasing patient base and the expiring lease at the current facility demonstrates considerable demand for this replacement facility.

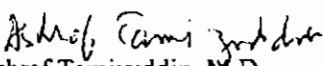
Springfield Central Dialysis treated 79 ESRD patients as of June 30, 2016 for a utilization rate of 62.7%. All of the patients at the existing facility are expected to transfer to the new facility. A list of my patients who have received care at Springfield Central Dialysis over the past 3 years and most recent quarter is provided at Attachment - 1. A list of my new patients that have been referred to Springfield Central Dialysis for in-center hemodialysis for the past 1

year and most recent quarter is provided at Attachment – 2. The zip code for the 49 pre-ESRD patients previously referenced from my practice is provided at Attachment – 3.

These patient referrals have not been used to support another pending or approved certificate of need application. The information in this letter is true and correct to the best of my knowledge.

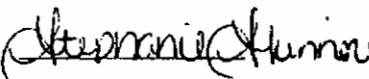
DaVita is a leading provider of dialysis services in the United States, and I support the proposed relocation of Springfield Central Dialysis.

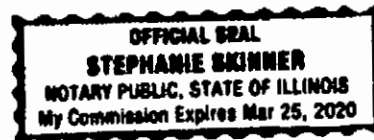
Sincerely,


Ashraf Tamizuddin, M.D.
Nephrologist
Central Illinois Kidney and Dialysis Associates, S.C.
3401 Conifer Drive
Springfield, Illinois 62711

Subscribed and sworn to me
This 25 day of August, 2016

Notary Public:





Attachment 1
Historical Patient Utilization

Springfield Central Dialysis							
2013		2014		2015		2016 YTD 06/30	
Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count
62540	1	62082	1	62520	2	62520	2
62561	4	62323	1	62561	2	62561	2
62570	1	62520	1	62563	1	62561	1
62613	1	62561	2	62613	1	62615	1
62640	1	62563	1	62640	1	62640	1
62642	1	62613	1	62664	1	62642	1
62650	1	62640	1	62670	1	62664	1
62656	1	62642	1	62675	4	62670	1
62670	1	62664	1	62684	2	62684	2
62675	1	62670	1	62688	1	62688	1
62684	1	62675	2	62693	1	62693	1
62691	1	62684	2	62702	38	62702	37
62693	1	62693	1	62703	25	62703	21
62702	33	62702	33	62704	4	62704	4
62703	22	62703	25	62707	3	62707	2
62704	4	62704	5			62711	1
62707	1	62707	2				
62711	3	62711	2				
65301	1						

Attachment 2
New Patients

Springfield Central Dialysis			
2015		2016 YTD 06/30	
Zip Code	Pt Count	Zip Code	Pt Count
62629	2	62561	1
62675	2	62615	1
62684	1	62642	1
62688	1	62702	5
62702	9	62703	1
62703	7	62707	1
62704	1		
62707	1		

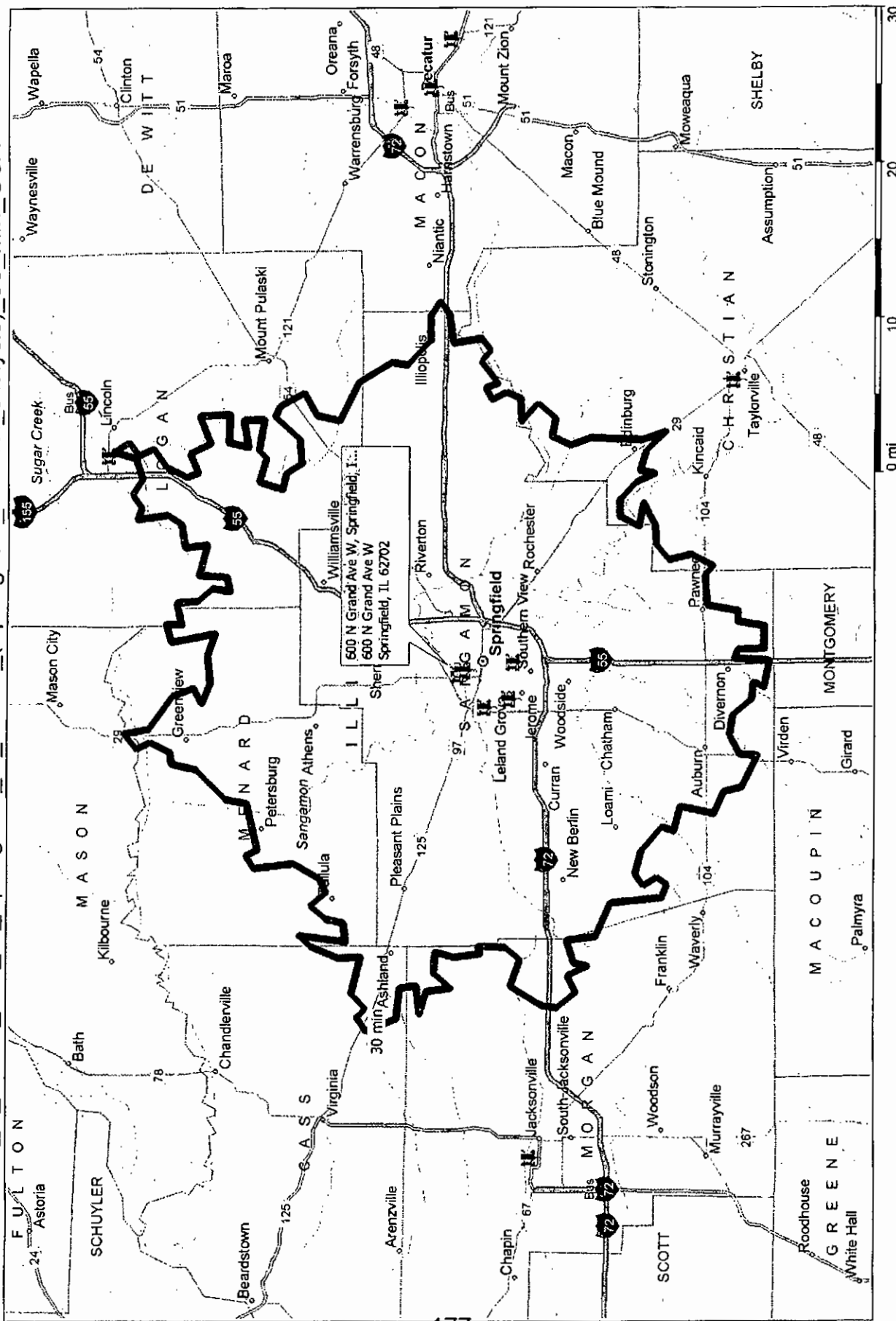
Attachment 3
Pre-ESRD Patients

Zip Code	Total
62702	49
Total	49

Appendix 2 – Time & Distance Determination: Replacement Facility

Attached as Appendix 2 are the distance and normal travel time from the proposed Replacement Facility to all existing dialysis facilities within 30 minutes normal travel time as determined by MapQuest.

600_N_Grand_Ave_W_Springfield_IL_62702_(Springfield_Central_Dialysis)_30_Min_GSA



Copyright © and (P) 1998-2010 Microsoft Corporation and/or its suppliers. All rights reserved. <http://www.microsoft.com/mappoint/>
 Certain mapping and direction data © 2010 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario, NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2010 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2010 by Applied Geographic Systems All rights reserved.



mapquest

Trip to:

600 N Grand Ave W

Springfield, IL 62702-2538

4.91 miles / 10 minutes

Notes

Springfield Montvale Dialysis to proposed relocation
site for Springfield Central Dialysis



2930 Montvale Dr, SUITE A, Springfield, IL 62704-5362

Download
Free App



1. Start out going **northeast** on **Montvale Dr** toward **Montaluma Dr**. [Map](#)

0.2 Mi

0.2 Mi Total



2. Turn **right** onto **W Iles Ave**. [Map](#)

0.1 Mi

0.3 Mi Total



3. Turn **left** onto **Chatham Rd**. [Map](#)

2.2 Mi

2.5 Mi Total



4. **Chatham Rd** becomes **N Bruns Ln**. [Map](#)

1.0 Mi

3.6 Mi Total



5. Turn **right** onto **N Grand Ave W**. [Map](#)

1.3 Mi

4.9 Mi Total



6. **600 N GRAND AVE W** is on the right. [Map](#)



600 N Grand Ave W, Springfield, IL 62702-2538

Total Travel Estimate: 4.91 miles - about 10 minutes

©2016 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)



mapquest

Notes

FMC Lincolnland Dialysis to proposed relocation site
for Springfield Central Dialysis

Trip to:

600 N Grand Ave W

Springfield, IL 62702-2538

3.58 miles / 7 minutes



1112 Centre West Dr, Springfield, IL 62704-2100

Download
Free App



1. Start out going northwest on Centre West Dr toward W Monroe St. [Map](#)

0.02 Mi

0.02 Mi Total



2. Take the 1st right onto W Monroe St. [Map](#)

1.1 Mi

1.1 Mi Total



3. Turn left onto Chatham Rd. [Map](#)

0.1 Mi

1.2 Mi Total



4. Chatham Rd becomes N Bruns Ln. [Map](#)

1.0 Mi

2.2 Mi Total



5. Turn right onto N Grand Ave W. [Map](#)

1.3 Mi

3.6 Mi Total



6. 600 N GRAND AVE W is on the right. [Map](#)



600 N Grand Ave W, Springfield, IL 62702-2538

Total Travel Estimate: **3.58 miles - about 7 minutes**

©2016 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)



mapquest

Trip to:

600 N Grand Ave W

Springfield, IL 62702-2538

0.65 miles / 2 minutes

Notes

Memorial Medical Center Dialysis to proposed relocation site for Springfield Central Dialysis



800 N Rutledge St, Springfield, IL 62702-4911

Download
Free App



1. Start out going **north** on **N Rutledge St** toward **W Dodge St**. [Map](#)

0.4 Mi

0.4 Mi Total



2. Turn **left** onto **N Grand Ave W**. [Map](#)

0.3 Mi

0.7 Mi Total



3. **600 N GRAND AVE W** is on the **left**. [Map](#)



600 N Grand Ave W, Springfield, IL 62702-2538

Total Travel Estimate: 0.65 miles - about 2 minutes

©2016 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)



mapquest

Trip to:

600 N Grand Ave W

Springfield, IL 62702-2538

0.58 miles / 1 minute

Notes

Current location to proposed relocation site for
Springfield Central Dialysis



932 N Rutledge St, Springfield, IL 62702-3721



1. Start out going north on **N Rutledge St** toward **W Calhoun Ave**. [Map](#)



2. Take the 3rd **left** onto **N Grand Ave W**. [Map](#)



3. **600 N GRAND AVE W** is on the **left**. [Map](#)



600 N Grand Ave W, Springfield, IL 62702-2538

**Download
Free App**

0.3 Mi

0.3 Mi Total

0.3 Mi

0.6 Mi Total

Total Travel Estimate: 0.58 miles - about 1 minute

©2016 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)



mapquest

Notes

Springfield South Dialysis to proposed relocation site
for Springfield Central Dialysis

Trip to:

600 N Grand Ave W

Springfield, IL 62702-2538

4.45 miles / 9 minutes



2930 S 6th St, Springfield, IL 62703-5904

Download
Free App



1. Start out going north on S 6th St / I-55 Bus N toward E Linton Ave. [Map](#)

1.7 Mi

1.7 Mi Total



2. Turn left onto S Grand Ave E / I-55 Bus S. Continue to follow S Grand Ave E. [Map](#)

0.3 Mi

2.0 Mi Total



3. Turn right onto S 2nd St. [Map](#)

2.0 Mi

4.0 Mi Total



4. Turn left onto N Grand Ave E. [Map](#)

0.5 Mi

4.4 Mi Total



5. 600 N GRAND AVE W is on the left. [Map](#)



600 N Grand Ave W, Springfield, IL 62702-2538

Total Travel Estimate: 4.45 miles - about 9 minutes

©2016 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

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	25-27
2	Site Ownership	28-46
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	47-48
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	49-50
5	Flood Plain Requirements	51-52
6	Historic Preservation Act Requirements	53-54
7	Project and Sources of Funds Itemization	55
8	Obligation Document if required	56
9	Cost Space Requirements	57-58
10	Discontinuation	59-62
11	Background of the Applicant	63-78
12	Purpose of the Project	79- 83
13	Alternatives to the Project	84-85
14	Size of the Project	86
15	Project Service Utilization	87
16	Unfinished or Shell Space	88
17	Assurances for Unfinished/Shell Space	89
18	Master Design Project	-----
19	Mergers, Consolidations and Acquisitions	-----
	Service Specific:	
20	Medical Surgical Pediatrics, Obstetrics, ICU	-----
21	Comprehensive Physical Rehabilitation	-----
22	Acute Mental Illness	-----
23	Neonatal Intensive Care	-----
24	Open Heart Surgery	-----
25	Cardiac Catheterization	90-140
26	In-Center Hemodialysis	-----
27	Non-Hospital Based Ambulatory Surgery	-----
28	Selected Organ Transplantation	-----
29	Kidney Transplantation	-----
30	Subacute Care Hospital Model	-----
31	Children's Community-Based Health Care Center	-----
32	Community-Based Residential Rehabilitation Center	-----
33	Long Term Acute Care Hospital	-----
34	Clinical Service Areas Other than Categories of Service	-----
35	Freestanding Emergency Center Medical Services	-----
	Financial and Economic Feasibility:	
36	Availability of Funds	141-159
37	Financial Waiver	160
38	Financial Viability	-----
39	Economic Feasibility	161-167
40	Safety Net Impact Statement	168
41	Charity Care Information	169
Appendix 1	Physician Referral Letter	170-175
Appendix 2	Time and Distance Determination	176-182