

Original

16-039

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

RECEIVED

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION SEP 12 2016

This Section must be completed for all projects.

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

Facility Name: <i>Fresenius Kidney Care Wheaton</i>		
Street Address: <i>1101-1245 E. Butterfield Road</i>		
City and Zip Code: <i>Wheaton, 60189</i>		
County: <i>DuPage</i>	Health Service Area <i>7</i>	Health Planning Area:

Applicant Identification

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

Exact Legal Name: <i>Fresenius Medical Care Naperville, LLC d/b/a Fresenius Kidney Care Wheaton</i>	
Address: <i>920 Winter Street, Waltham, MA 02451</i>	
Name of Registered Agent: <i>CT Systems</i>	
Name of Chief Executive Officer: <i>Ron Kuerbitz</i>	
CEO Address: <i>920 Winter Street, Waltham, MA 02451</i>	
Telephone Number: <i>800-662-1237</i>	

Type of Ownership of Applicant

☐ Non-profit Corporation	☐ Partnership
☐ For-profit Corporation	☐ Governmental
☒ Limited Liability Company	☐ Sole Proprietorship ☐
Other	
○ Corporations and limited liability companies must provide an Illinois certificate of good standing. ○ Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each ○ is a general or limited partner.	
APPEND DOCUMENTATION AS ATTACHMENT-1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

Co-Applicant Identification

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

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

Type of Ownership of Co-Applicant

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

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

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

Primary Contact

Name: <i>Lori Wright</i>
Title: <i>Senior CON Specialist</i>
Company Name: <i>Fresenius Kidney Care</i>
Address: <i>3500 Lacey Road, Suite 900, Downers Grove, IL 60515</i>
Telephone Number: <i>630-960-6807</i>
E-mail Address: <i>lori.wright@fmc-na.com</i>
Fax Number: <i>630-960-6812</i>

Additional Contact

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

Name: <i>Coleen Muldoon</i>
Title: <i>Regional Vice President</i>
Company Name: <i>Fresenius Kidney Care</i>
Address: <i>3500 Lacey Road, Suite 900, Downers Grove, IL 60515</i>
Telephone Number: <i>630-960-6706</i>
E-mail Address: <i>coleen.muldoon@fmc-na.com</i>
Fax Number: <i>630-960-6812</i>

Post Permit Contact

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

Name: <i>Lori Wright</i>
Title: <i>Senior CON Specialist</i>
Company Name: <i>Fresenius Kidney Care</i>
Address: <i>3500 Lacey Road, Suite 900, Downers Grove, IL 60515</i>
Telephone Number: <i>630-960-6807</i>
E-mail Address: <i>lori.wright@fmc-na.com</i>
Fax Number: <i>630-960-6812</i>

Additional Contact

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

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

Site Ownership

Provide this information for each applicable site]

Exact Legal Name of Site Owner: <i>AKA Wheaton, LLC c/o Ascend Property Management, LLC</i>
Address of Site Owner: <i>912 W. Lake Street, Chicago, IL 60607</i>
Street Address or Legal Description of Site: <i>1101-1245 E. Butterfield Road, Wheaton, IL 60189</i>
APPEND DOCUMENTATION AS ATTACHMENT-2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Operating Identity/Licensee

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

Exact Legal Name: <i>Fresenius Medical Care Naperbrook, LLC d/b/a Fresenius Kidney Care Wheaton</i>	
Address: <i>920 Winter Street, Waltham, MA 02451</i>	
☐ Non-profit Corporation ☐ For-profit Corporation ☒ Limited Liability Company ☐ Other	☐ Partnership ☐ Governmental ☐ Sole Proprietorship
○ 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.

Fresenius Medical Care Naperville, LLC, proposes to establish a 12-station in-center hemodialysis facility, Fresenius Kidney Care Wheaton, located at 1101-1245 E. Butterfield Road, Wheaton. The facility will be in leased space in the Shops of Wheaton strip mall with the interior to be built out by the applicant.

The site is located in HSA 7 where there is a determined need for an additional 60 stations as of the June 2016 station inventory.

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

Project Costs and Sources of Funds

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

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NON-CLINICAL	TOTAL
Preplanning Costs	N/A	N/A	N/A
Site Survey and Soil Investigation	N/A	N/A	N/A
Site Preparation	N/A	N/A	N/A
Off Site Work	N/A	N/A	N/A
New Construction Contracts	N/A	N/A	N/A
Modernization Contracts	1,073,280	302,720	1,376,000
Contingencies	106,080	29,920	136,000
Architectural/Engineering Fees	115,440	32,560	148,000
Consulting and Other Fees	N/A	N/A	N/A
Movable or Other Equipment (not in construction contracts)	305,000	70,000	375,000
Bond Issuance Expense (project related)	N/A	N/A	N/A
Net Interest Expense During Construction (project related)	N/A	N/A	N/A
Fair Market Value of Leased Space or Equipment	1,430,423	359,887	1,790,310
Other Costs To Be Capitalized	N/A	N/A	N/A
Acquisition of Building or Other Property (excluding land)	N/A	N/A	N/A
TOTAL USES OF FUNDS	\$3,030,223	\$795,087	\$3,825,310
SOURCE OF FUNDS	CLINICAL	NON-CLINICAL	TOTAL
Cash and Securities	1,599,800	435,200	2,035,000
Pledges	N/A	N/A	N/A
Gifts and Bequests	N/A	N/A	N/A
Bond Issues (project related)	N/A	N/A	N/A
Mortgages	N/A	N/A	N/A
Leases (fair market value)	1,430,423	359,887	1,790,310
Governmental Appropriations	N/A	N/A	N/A
Grants	N/A	N/A	N/A
Other Funds and Sources	N/A	N/A	N/A
TOTAL SOURCES OF FUNDS	\$3,030,223	\$795,087	\$3,825,310
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 \$ 146,458

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): December 30, 2018

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							
In-Center Hemodialysis	\$3,030,223		6,240		6,240		
Total Clinical	\$3,030,223		6,240		6,240		
NON REVIEWABLE							
Non-Clinical (Administrative, Mechanical, Staff, Waiting Room Areas)	\$795,087		1,760		1,760		
Total Non-clinical	\$795,087		1,760		1,760		
TOTAL	3,825,310		8,000		8,000		

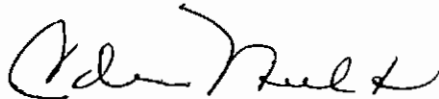
CERTIFICATION

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

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

This Application for Permit is filed on the behalf of Fresenius Medical Care Naperville, LLC

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



SIGNATURE

Coleen Muldoon

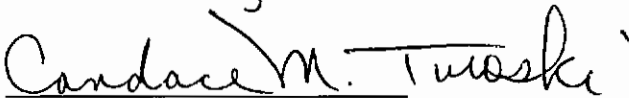
PRINTED NAME

Regional Vice President

PRINTED TITLE

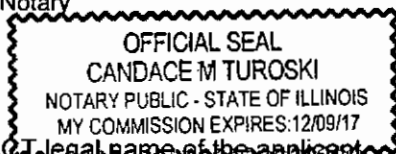
Notarization:

this 12th day of August 2016



Signature of Notary

Seal



*Insert EXACT legal name of the applicant

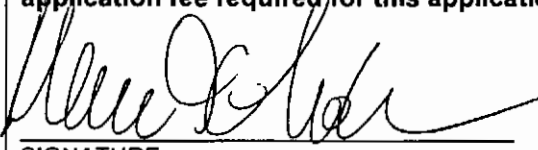
CERTIFICATION

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

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

This Application for Permit is filed on the behalf of Fresenius Medical Care Holdings, Inc. *

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

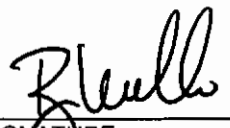


SIGNATURE

Maria T. C. Notar

PRINTED NAME Assistant Treasurer

PRINTED TITLE



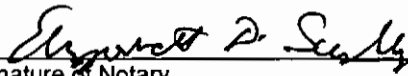
SIGNATURE

PRINTED NAME Bryan Mello
Assistant Treasurer

PRINTED TITLE

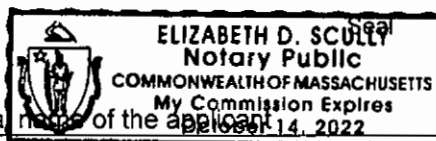
Notarization:
Subscribed and sworn to before me
this 18th day of August 2016

Notarization:
Subscribed and sworn to before me
this ____ day of ____ 2016


Signature of Notary

Signature of Notary

Seal



*Insert EXACT legal name of the applicant

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

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

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

READ THE REVIEW CRITERION and provide the following required information:

BACKGROUND OF APPLICANT

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

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

PURPOSE OF PROJECT

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

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

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

ALTERNATIVES

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

Alternative options must include:

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

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

SECTION IV - PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE**Criterion 1110.234 - Project Scope, Utilization, and Unfinished/Shell Space**

READ THE REVIEW CRITERION and provide the following information:

SIZE OF PROJECT:

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

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

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

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

PROJECT SERVICES UTILIZATION:

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

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

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

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

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

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

Provide the following information:

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

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

ASSURANCES: NOT APPLICABLE – THERE IS NO UNFINISHED SHELLSPACE

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.

SECTION VII - SERVICE SPECIFIC REVIEW CRITERIA

This Section is applicable to all projects proposing establishment, expansion or modernization of categories of service that are subject to CON review, as provided in the Illinois Health Facilities Planning Act [20 ILCS 3960]. It is comprised of information requirements for each category of service, as well as charts for each service, indicating the review criteria that must be addressed for each action (establishment, expansion and modernization). After identifying the applicable review criteria for each category of service involved, read the criteria and provide the required information, AS APPLICABLE TO THE CRITERIA THAT MUST BE ADDRESSED:

G. Criterion 1110.1430 - In-Center Hemodialysis

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

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

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

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

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

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

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

VIII. - 1120.120 - Availability of Funds

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

<u>2,035,000</u>	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;
<u>N/A</u>	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.
<u>N/A</u>	c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
<u>1,790,310</u>	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.
<u>N/A</u>	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;
<u>N/A</u>	f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
<u>N/A</u>	g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
<u>\$3,825,310</u>	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	APPLICANT MEETS THE FINANCIAL VIABILITY WAIVER CRITERIA IN THAT ALL OF THE PROJECTS CAPITAL EXPENDITURES ARE COMPLETELY FUNDED THROUGH INTERNAL SOURCES, THEREFORE NO RATIOS ARE PROVIDED.			
Net Margin Percentage				
Percent Debt to Total Capitalization				
Projected Debt Service Coverage				
Days Cash on Hand				
Cushion Ratio				

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

2. Variance

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)	
ESRD		172.00			6,240			1,073,280	1,073,280
Contingency		17.00			6,240			106,080	106,080
Total Clinical		\$189.00			6,240			\$1,179,360	\$1,179,360
Non Clinical		172.00			1,760			302,720	302,720
Contingency		17.00			1,760			29,920	29,920
Total Non		\$189.00			1,760			\$332,640	\$332,640
TOTALS		\$189.00			8,000			\$1,512,000	\$1,512,000

* 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 40.

Safety Net Information per PA 96-0031

CHARITY CARE			
	2013	2014	2015
Net Revenue	\$398,570,288	\$411,981,839	\$438,247,352
Charity * (# of self-pay patients)	499	251	195
Charity (cost in dollars)	\$5,346,976	\$5,211,664	\$2,983,427
Ratio Charity Care Cost to Net Patient Revenue	1.34%	1.27%	.68%
MEDICAID			
	2013	2014	2015
Medicaid (# of patients)	1,660	750	396
Medicaid (revenue)	\$31,373,534	\$22,027,882	\$7,310,484
Ratio Medicaid to Net Patient Revenue	7.87%	5.35%	1.67%

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			
	2013	2014	2015
Net Patient Revenue	\$398,570,288	\$411,981,839	\$438,247,352
Amount of Charity Care (charges)	\$5,346,976	\$5,211,664	\$2,983,427
Cost of Charity Care	\$5,346,976	\$5,211,664	\$2,983,427
Ratio Charity Care Cost to Net Patient Revenue	1.34%	1.27%	0.68%

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

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

INDEX OF ATTACHMENTS		
ATTACHMENT NO.		PAGES
1	Applicant/Co-applicant Identification including Certificate of Good Standing	22-23
2	Site Ownership	24-30
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	31
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	34
5	Flood Plain Requirements	33
6	Historic Preservation Act Requirements	34-35
7	Project and Sources of Funds Itemization	36
8	Obligation Document if required	37
9	Cost Space Requirements	38
10	Discontinuation	
11	Background of the Applicant	39-60
12	Purpose of the Project	61
13	Alternatives to the Project	62-63
14	Size of the Project	64
15	Project Service Utilization	65
16	Unfinished or Shell Space	
17	Assurances for Unfinished/Shell Space	
18	Master Design Project	
19	Mergers, Consolidations and Acquisitions	
	Service Specific:	
20	Medical Surgical Pediatrics, Obstetrics, ICU	
21	Comprehensive Physical Rehabilitation	
22	Acute Mental Illness	
23	Neonatal Intensive Care	
24	Open Heart Surgery	
25	Cardiac Catheterization	
26	In-Center Hemodialysis	66-93
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	94-99
37	Financial Waiver	100
38	Financial Viability	
39	Economic Feasibility	101-105
40	Safety Net Impact Statement	106-107
41	Charity Care Information	108-110
	Appendix 1 - MapQuest Travel Times	111-142
	Appendix 2 - Service Demand - Physician Referral Letter	143-150

Applicant Identification**[Provide for each co-applicant [refer to Part 1130.220].**Exact Legal Name: *Fresenius Medical Care Naperville, LLC d/b/a Fresenius Kidney Care Wheaton**Address: *920 Winter Street, Waltham, MA 02451*Name of Registered Agent: *CT Systems*Name of Chief Executive Officer: *Ron Kuerbitz*CEO Address: *920 Winter Street, Waltham, MA 02451*Telephone Number: *800-662-1237***Type of Ownership of Applicant**

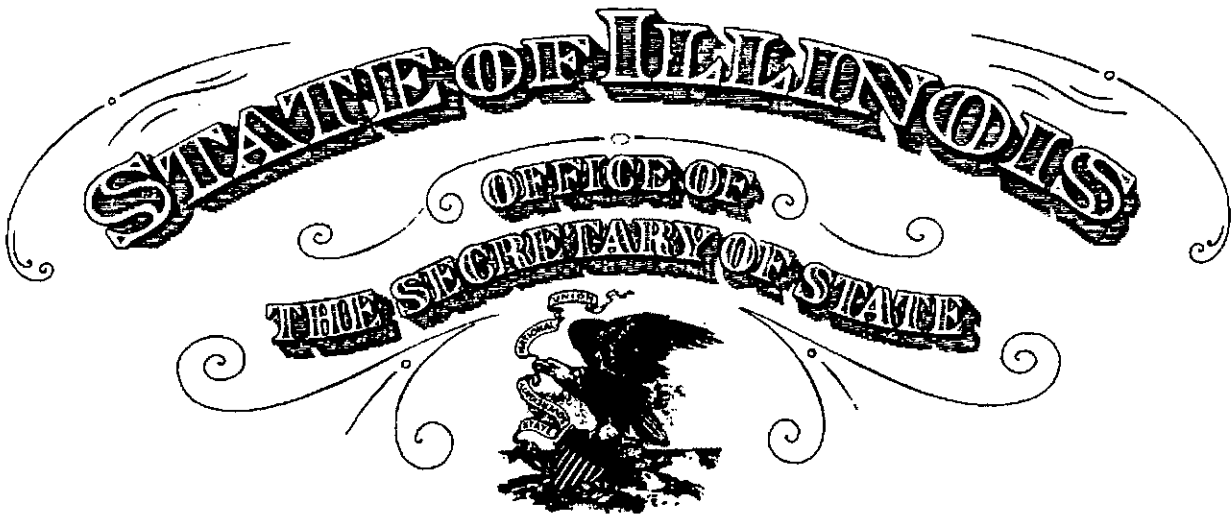
- | | | |
|---|--|--------------------------------|
| ☐ Non-profit Corporation | ☐ Partnership | |
| ☐ For-profit Corporation | ☐ Governmental | |
| ☒ Limited Liability Company | ☐ Sole Proprietorship | ☐ Other |

- 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.***Certificate of Good Standing for Fresenius Medical Care Naperville, LLC on following page.****Co - Applicant Identification****[Provide for each co-applicant [refer to Part 1130.220].**Exact Legal Name: *Fresenius Medical Care Holdings, Inc.*Address: *920 Winter Street, Waltham, MA 02451*Name of Registered Agent: *CT Systems*Name of Chief Executive Officer: *Ron Kuerbitz*CEO Address: *920 Winter Street, Waltham, MA 02541*Telephone Number: *781-669-9000***APPEND DOCUMENTATION AS ATTACHMENT-1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.****Type of Ownership - 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.



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

FRESENIUS MEDICAL CARE NAPERBROOK, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON OCTOBER 25, 2010, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 15TH
day of AUGUST A.D. 2016 .***

Jesse White

SECRETARY OF STATE

Authentication #: 1622802402 verifiable until 08/15/2017
Authenticate at: <http://www.cyberdriveillinois.com>

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: <i>AKA Wheaton, LLC c/o Ascend Property Management, LLC</i>
Address of Site Owner: <i>912 W. Lake Street, Chicago, IL 60607</i>
Street Address or Legal Description of Site: <i>1101-1245 E. Butterfield Road, Wheaton, IL 60189</i>



Cushman & Wakefield of
Illinois, Inc.
200 S. Wacker Drive
Suite 2800
Chicago, IL 60606
(312) 470-1800 Tel
(312) 470-3800 Fax
www.cushwake.com

September 6, 2016

Joel Miller, CCIM
Senior Advisor, Retail Services
SVN Landmark Commercial Real Estate, LLC.
25 N. Third Street, Suite 200
Geneva, IL 60134

RE: 1101-1245 E Butterfield Rd.
Wheaton, IL 60189
Letter Of Intent

Dear Joel,

Cushman & Wakefield has been exclusively authorized by FRESENIUS KIDNEY CARE, a wholly owned subsidiary of FRESENIUS MEDICAL CARE Holdings, Inc. d/b/a FRESENIUS MEDICAL CARE North America ("FMCNA") to present the following Letter of Intent to lease space from your company.

LANDLORD: Please indicate the ownership entity.

TENANT: Fresenius Medical Care Naperville, LLC or its affiliates.

LOCATION: 1101-1245 E Butterfield Rd.
Wheaton, IL 60189

INITIAL SPACE REQUIREMENTS: Approximately 8,000 sq.ft.

PRIMARY TERM: An initial lease term of 10 years. The Lease and rent would commence on the date that the facility starts treating patients. For purposes of establishing an actual occupancy date, both parties will execute an amendment after occupancy has occurred, setting forth dates for purposes of calculations, notices, or other events in the Lease that may be tied to a commencement date.

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

OPTIONS TO RENEW: Three (3), five (5) year options to renew the Lease. Option rental rates shall be based upon 90% of market rent. Tenant shall provide six months (6) sixty (60) days' prior written notification of its desire to exercise the option.

RENTAL RATE: \$18.00 Net.

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

ESCALATION: 2% per year beginning in the second lease year.

LANDLORD BASE BUILDING WORK: Landlord shall deliver the premises with the following base building items in place.

1. 2 inch water service. Minimum dynamic pressure of 60 psi.
2. 800 amp 3 phase electrical service.
3. 4 inch sewer line out with positive invert.
4. 24 tons of HVAC service with humidity controls.
5. Insulation of R-30 at ceiling / roof, R-18 minimum at exterior walls.
6. Entire building must sprinklered.
7. Porte Cochere

RENT ABATEMENT: N/A.

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

CONTRACTOR FOR TENANT IMPROVEMENTS: FRESENIUS KIDNEY CARE will hire a contractor and/or subcontractors of their choosing to complete their tenant improvements utilizing the tenant allowance. FRESENIUS KIDNEY CARE shall be responsible for the implementation and management of the tenant improvement construction and will not be responsible to pay for Landlord's project manager, if any. Tenant will need 4 months to complete its interior improvements.

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

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

**SPACE PLANNING/
ARCHITECTURAL AND
MECHANICAL DRAWINGS:** FRESENIUS KIDNEY CARE will provide all space planning and architectural and mechanical drawings required to build out the tenant improvements, including construction drawings stamped by a licensed architect and submitted for approvals and permits. All building permits shall be the Tenant's responsibility.

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

PARKING: Landlord will provide a parking ratio of 5 per 1,000 RSF with as many of those spaces as possible to be directly in front of the building for patient use. FRESENIUS KIDNEY CARE shall require that 10% of the parking be designated handicapped spaces plus one ambulance space (cost to designate parking spaces to be at Landlord's sole cost and expense). FMC will need at least 45 parking stalls.

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

CORPORATE IDENTIFICATION: Tenant shall have signage rights in accordance with local code.

COMMON AREA EXPENSES AND REAL ESTATE TAXES: Tenant shall be responsible for all Real Estate Taxes and Operating Expenses, Insurance on its proportionate share of the leased premises associated with the building.

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

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

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

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

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

UTILITIES:

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

SURRENDER:

At any time prior to the expiration or earlier termination of the Lease, Tenant may remove any or all the alterations, additions or installations, installed by or on behalf of Tenant, in such a manner as will not substantially injure the Premises. Tenant agrees to restore the portion of the Premises affected by Tenant's removal of such alterations, additions or installations to the same condition as existed prior to the making of such alterations, additions, or installations. Upon the expiration or earlier termination of the Lease, Tenant shall turn over the Premises to Landlord in good condition, ordinary wear and tear, damage or destruction by fire, flood, storm, civil commotion, or other unavoidable cause accepted.

**ZONING AND
RESTRICTIVE COVENANTS:**

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

FLOOD PLAIN:

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

CAPITALIZATION TEST:

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

FINANCING:

Landlord will provide a non-disturbance agreement.

EXCLUSIVITY

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

ENVIRONMENTAL:

Landlord will provide all environmental soil tests to tenant.

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

DRAFT LEASE: FRESenius KIDNEY CARE requires the use of its Standard Form Lease.

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

LEASE SECURITY: Fresenius Medical Holdings Corp shall fully guarantee the lease. Financials will be provided to the Landlord.

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

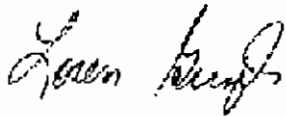
NON-BINDING NATURE: This proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive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

CON Approval: The lease shall be contingent upon Tenant's award of a Certificate of Need by the Illinois Health Facilities Planning Commission. Estimated approval month is March 2017.

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

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

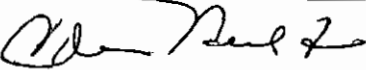
Sincerely,



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

CC: Mr. Bill Popken

AGREED AND ACCEPTED this 17th day of September, 2016

By: 

Title: Regional Vice President

AGREED AND ACCEPTED this ____ day of _____, 2016

By:

Title:

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

Operating Identity/Licensee

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

Exact Legal Name: *Fresenius Medical Care Naperbrook, LLC d/b/a Fresenius Kidney Care Wheaton**

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

- | | | |
|---|--|--------------------------------|
| ☐ Non-profit Corporation | ☐ Partnership | |
| ☐ For-profit Corporation | ☐ Governmental | |
| ☒ Limited Liability Company | ☐ Sole Proprietorship | ☐ Other |

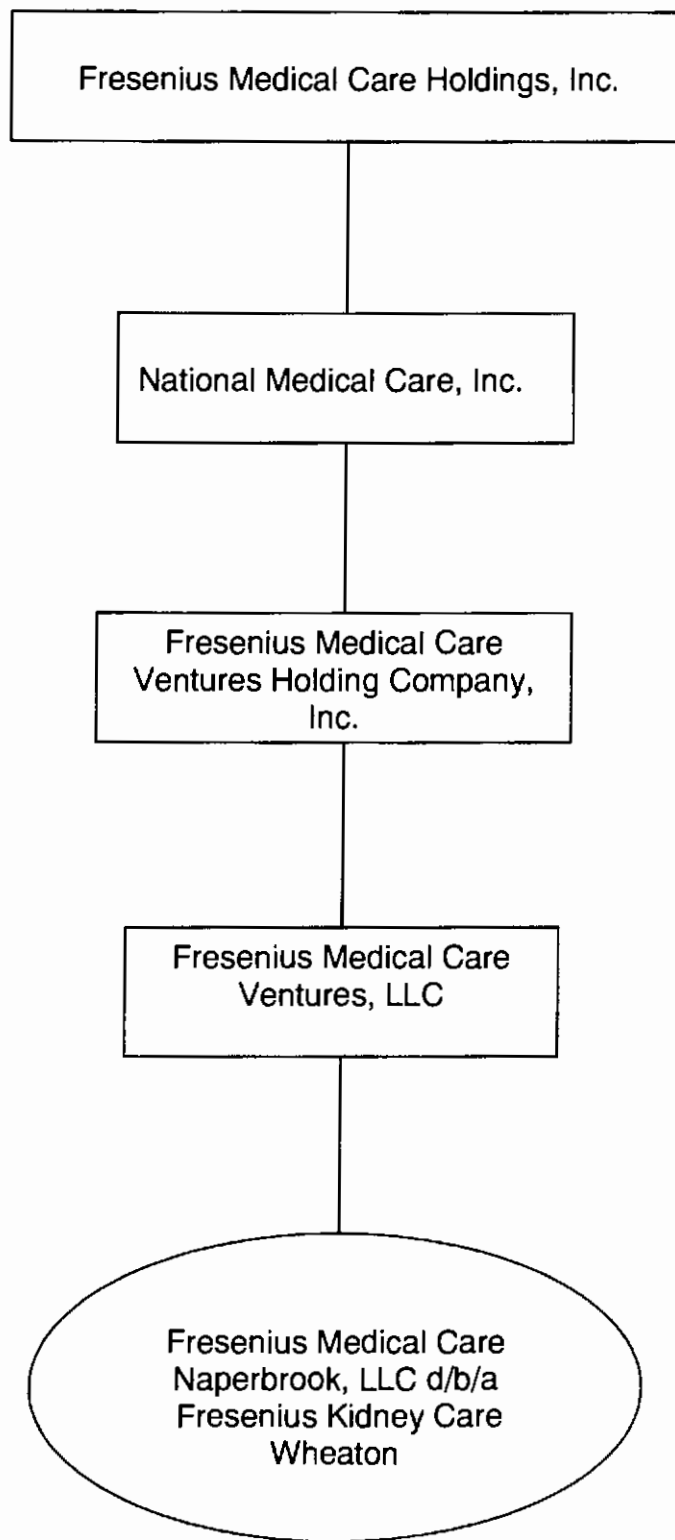
- o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.
- o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.
- o **Persons with 5 percent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

***Certificate of Good Standing at Attachment – 1.**

Ownership

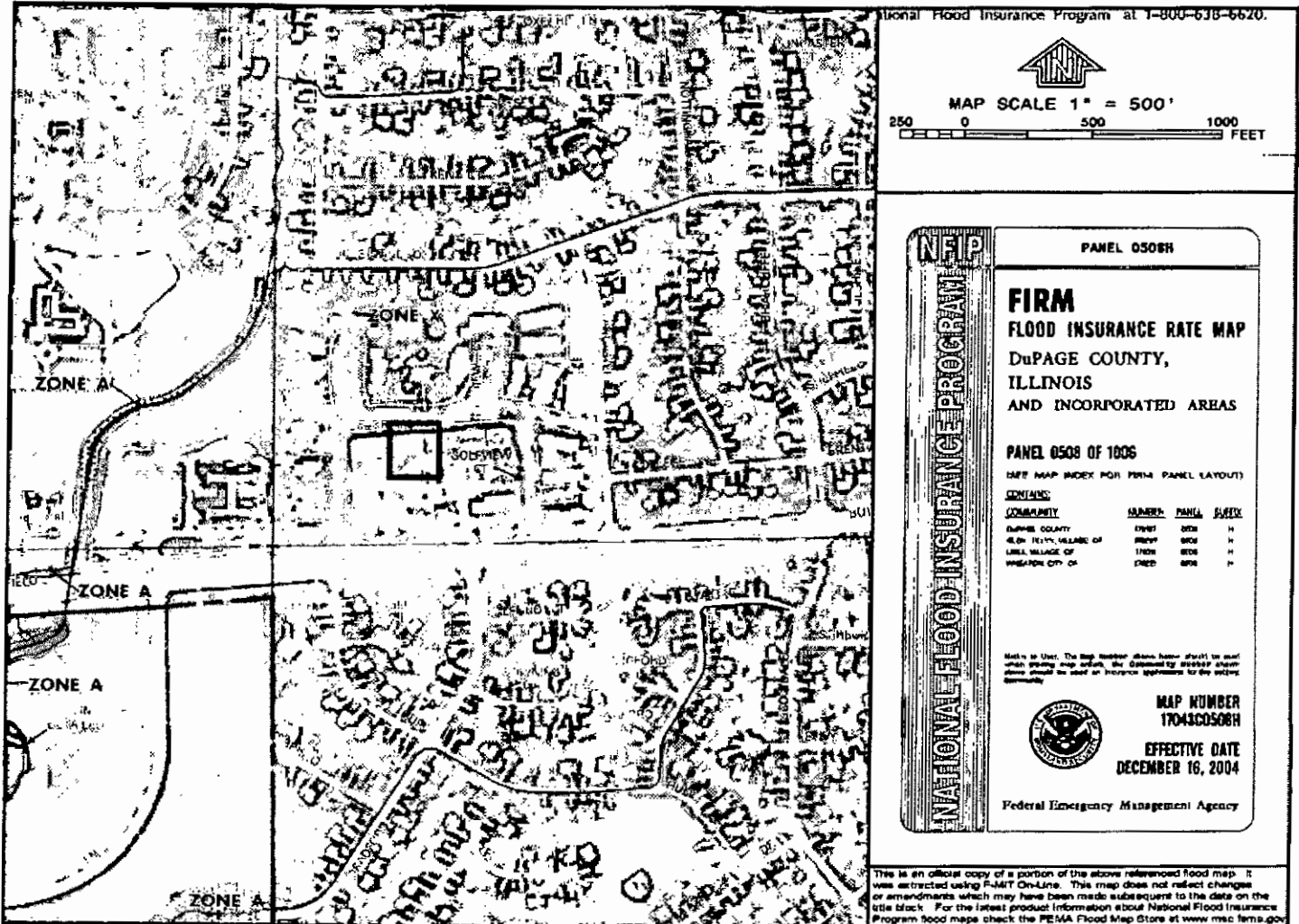
Fresenius Medical Care Ventures, LLC has a 51% membership interest in Fresenius Medical Care Naperbrook, LLC. Its address is 920 Winter Street, Waltham, MA 02451

Cronos Partners, LLC has a 49% membership interest in Fresenius Medical Care Naperbrook, LLC. Its address is 120 22nd Street, Oak Brook, IL 60523.



Flood Plain Requirements

The proposed site for the establishment of Fresenius Kidney Care Wheaton complies with the requirements of Illinois Executive Order #2005-5. The site, 1101 E. Butterfield Road, Wheaton, is not located in a flood plain.





September 1, 2016

Rachel Leibowitz, Ph.D.
Deputy State Historic Preservation Officer
Preservation Services Division Manager
Illinois Historic Preservation Agency
1 Old State Capitol Plaza
Springfield, Illinois 62701

Dear Ms. Leibowitz:

I am requesting an expedited review of the below mentioned site for CON submittal. Fresenius Medical Care Naperville, LLC is seeking a Certificate of Need permit to establish a 12-station dialysis facility at 1101 E. Butterfield Road, Wheaton. Fresenius Kidney Care Wheaton will be in leased space in an existing building and will build out the interior.

In accordance with the Illinois Health Facilities Planning Board requirements for the Certificate of Need, I am requesting a letter of determination concerning the applicability of the Historic Preservation Act to this Project.

Attached you will find the following:

- Aerial Map of site
- Street View

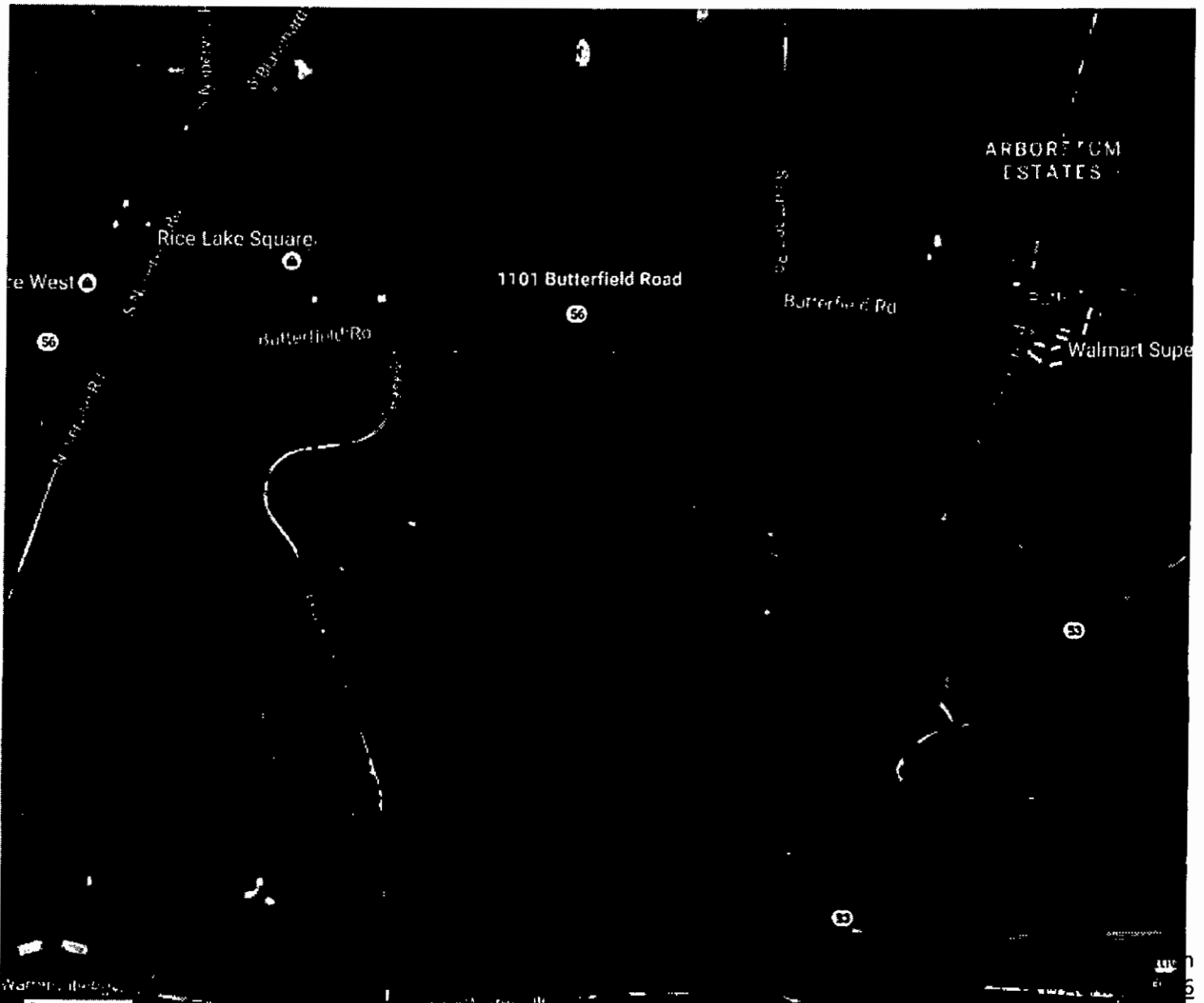
Please let me know as soon as possible if you require any additional information. Thank you for your assistance in this matter.

Sincerely,

Lori Wright
Senior CON Specialist

Phone 630-960-6807

Email lori.wright@fmc-na.com



SUMMARY OF PROJECT COSTS

Modernization	
General Conditions	68,800
Temp Facilities, Controls, Cleaning, Waste Management	3,400
Concrete	17,600
Masonry	21,000
Metal Fabrications	10,300
Carpentry	121,000
Thermal, Moisture & Fire Protection	25,000
Doors, Frames, Hardware, Glass & Glazing	94,200
Walls, Ceilings, Floors, Painting	222,200
Specialities	17,200
Casework, FI Mats & Window Treatments	8,300
Piping, Sanitary Waste, HVAC, Ductwork, Roof Penetrations	440,300
Wiring, Fire Alarm System, Lighting	265,300
Miscellaneous Construction Costs	61,400
Total	\$1,376,000
Contingencies	\$136,000
Architecture/Engineering Fees	\$148,000
Moveable or Other Equipment	
Dialysis Chairs	30,000
Clinical Furniture & Equipment	35,000
Office Equipment & Other Furniture	35,000
Water Treatment	180,000
TVs & Accessories	30,000
Telephones	20,000
Generator	10,000
Facility Automation	20,000
Other miscellaneous	15,000
	\$375,000
Fair Market Value of Leased Space and Equipment	
FMV Leased Space (8,000 GSF)	1,576,760
FMV Leased Dialysis Machines	200,550
FMV Leased Office Equipment	13,000
	\$1,790,310
Grand Total	\$3,825,310

Itemized Costs
ATTACHMENT - 7

Current Fresenius CON Permits and Status

Project Number	Project Name	Project Type	Completion Date	Comment
#14-012	Fresenius Medical Care Gurnee	Relo/Expansion	12/31/2016	Open 3/21/16 awaiting CMS certification
#14-019	Fresenius Medical Care Summit	Establishment	12/31/2016	Open 8/03/16 awaiting CMS certification
#13-040	Fresenius Medical Care Lemont	Establishment	09/30/2016	Open 7/06/16 awaiting CMS certification
#14-026	Fresenius Medical Care New City	Establishment	09/30/2017	Opening 10/2016
#14-047	Fresenius Medical Care Humboldt Park	Establishment	12/31/2016	Opening 12/2016
#14-065	Fresenius Medical Care Plainfield North	Relocation	12/31/2016	Opening 9/2016
#15-001	Fresenius Medical Care Steger	Expansion	12/31/2016	Done – Waiting for CMS certification
#15-022	Fresenius Medical Care Blue Island	Expansion	12/31/2016	Done – Waiting for CMS certification
#15-034	Fresenius Medical Care South Holland	Expansion	12/31/2015	Done – Waiting for CMS certification
#15-028	Fresenius Medical Care Schaumburg	Establishment	02/28/2017	Obligated/Bidding/Permitting Phase
#15-036	Fresenius Medical Care Zion	Establishment	06/30/2017	Obligated/Bidding/Permitting Phase
#15-062	Fresenius Medical Care Belleville	Establishment	12/31/2017	Bidding/Permitting Phase

Cost Space Requirements

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

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
In-Center Hemodialysis	\$3,030,223		6,240		6,240		
Total Clinical	\$3,030,223		6,240		6,240		
NON REVIEWABLE							
Non-Clinical (Administrative, Mechanical, Staff, Waiting Room Areas)	\$795,087		1,760		1,760		
Total Non-clinical	\$795,087		1,760		1,760		
TOTAL	\$3,825,310		8,000		8,000		

Fresenius Kidney Care

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

Alongside our core business with dialysis products and the treatment of dialysis patients, Fresenius Kidney Care maintains a network of additional medical services to better address the full spectrum of our patients' health care needs. These include pharmacy services, vascular, cardiovascular and endovascular surgery services, non-dialysis laboratory testing services, physician services, hospitalist and intensivist services, non-dialysis health plan services and urgent care services. We have a singular focus: improving the quality of life of every patient every day.

The size of the company and range of services provides healthcare partners/employees and patients with an expansive range of resources from which to draw experience, knowledge and best practices. It has also allowed it to establish an unrivaled emergency preparedness and disaster relief program that's designed to provide life sustaining dialysis care to dialysis patients whose access to clinics are disrupted in areas of the U.S. that are compromised by disaster (e.g. hurricanes, tornadoes, earthquakes). Through this program we also provide clinics, employees and others with essential supplies such as generators, gasoline and water.

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

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

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

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

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

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

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

Diabetes Care Partnership - Fresenius Kidney Care and Joslin Diabetes Center, the world's preeminent diabetes research, clinical care and education organization, announced an agreement to jointly develop renal care programs in select Joslin Affiliated Centers for patients with diabetic kidney disease (DKD). Fresenius and Joslin will jointly develop clinical guidelines and effective care delivery systems to manage high blood pressure, glucose, and nutrition in patients with DKD. In addition, the organizations will help educate patients as they prepare for the possibility of end stage renal disease (ESRD) and the necessity for dialysis or kidney transplantation. Fresenius Medical Care and Joslin's multidisciplinary and coordinated approach to chronic disease management will seek to improve patient outcomes while reducing unnecessary or lengthy hospitalizations, drug interactions and overall morbidity and mortality associated with uncoordinated care.

Locally, in Illinois, Fresenius Kidney Care is a predominant supporter of the National Kidney Foundation of Illinois (NKFI), Kidney Walk in downtown Chicago. Fresenius Kidney Care employees in Chicago alone raised \$22,000 for the foundation. The NKFI is an affiliate of the National Kidney Foundation, which funds medical research improving lives of those with kidney disease, prevention screenings and is a leading educator on kidney disease. Fresenius Kidney Care also donates another \$25,000 annually to the NKFI and another \$5,000 in downstate Illinois.

Treatment Options Program

For People with
Chronic Kidney Disease

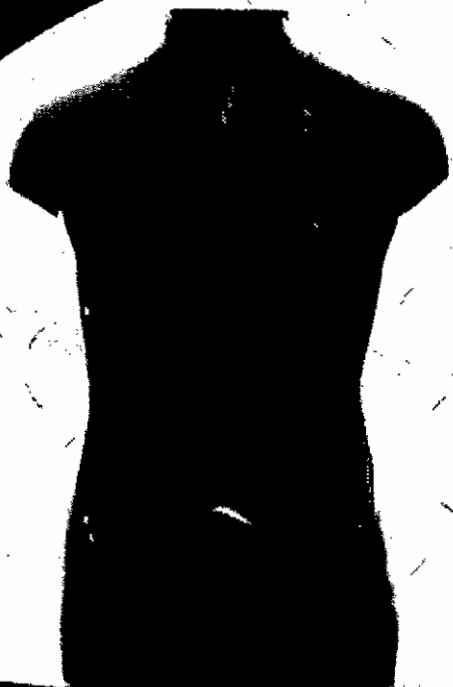
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Welcome to the Treatment Options Program

Over the next hour you will learn:

- What your kidneys do to keep you healthy
- What gradually or suddenly may happen to you if your kidneys stop working properly
- What you need to know if you are diagnosed by your physician with Chronic Kidney Disease (CKD)
- What you need to know if you develop "kidney failure"
- How you can live with "kidney failure" and lead a productive life
- The treatment options available to make living with "kidney failure" a good fit with your lifestyle

Your Kidneys and What They Do



- Kidneys are two bean-shaped organs about the size of your fist.
- They are located on either side of the spine, just below the rib cage.
- Your kidneys perform several important functions:
 - Filter your blood to remove waste and excess fluid;
 - Control the making of red blood cells;
 - Help control blood pressure;
 - Help control the amounts of calcium, potassium, and phosphorus in the body.



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What is Chronic Kidney Disease (CKD)?

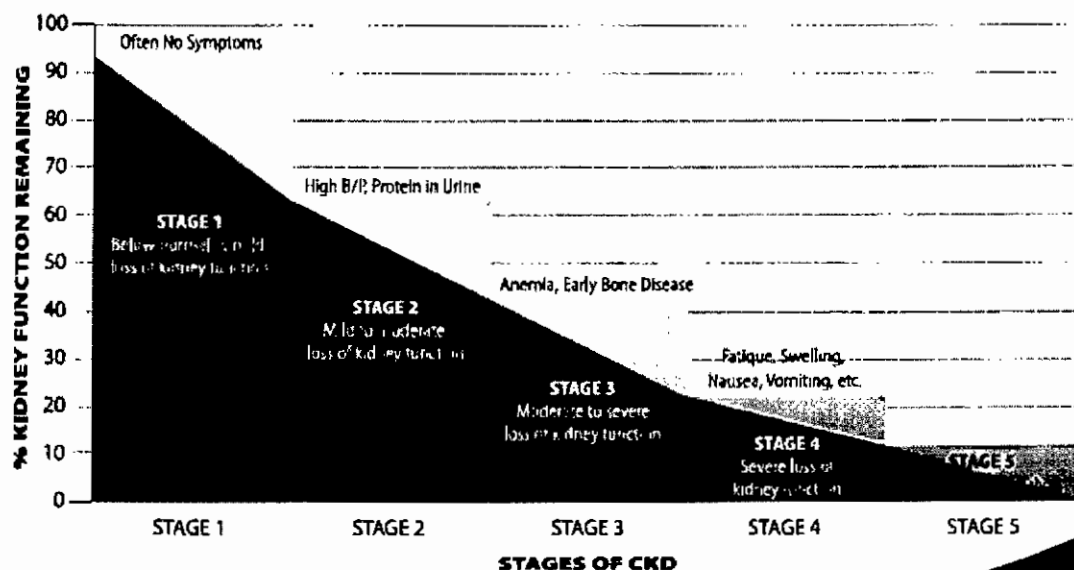
CKD is a progressive disease that advances from Stage I through Stage V.

Stage V CKD or End-Stage Renal Disease (ESRD) is commonly referred to as "kidney failure."

Kidney failure is when your kidneys no longer work well enough to keep you alive, and where death will occur if treatment is not provided.

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The progression of CKD



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Common Causes of Chronic Kidney Disease (CKD):



- A history of diabetes, especially if poorly controlled
- A history of high blood pressure, especially if poorly controlled
- Repeated kidney infections
- Immune diseases of the kidney (like glomerulonephritis)
- Heredity (like polycystic kidneys)
- Others, including unknown



What Happens to Your Body with Chronic Kidney Disease?

- Build up of fluid (water) and waste products in your blood
 - Causes swelling and generally not feeling well
- Chemical imbalances
 - Potassium, sodium, phosphorus and calcium
- Loss of hormone production that helps:
 - Control your blood pressure
 - Build red blood cells
 - Keep your bones strong



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Symptoms of Chronic Kidney Disease (CKD)

Common symptoms of CKD include:

- Nausea, poor appetite, and weight loss
- Trouble sleeping
- Loss of concentration
- Dry, itchy skin
- Swelling of face, hands, and feet
- Cramping at night
- Difficulty breathing
- Tiredness and weakness



If Your Doctor has Told You that You Have (CKD), YOU ARE NOT ALONE

- People are often unaware of their kidney disease.
- One in nearly seven adult Americans (13%) have kidney disease*.
- A recent study reported over 358,000 people in the US were on dialysis.
- Roughly 16,000 (or 5%) of these people received a kidney transplant***
- The remaining 342,000 people (or 95%) needed to choose one of the types of dialysis treatments that you will learn about in this presentation**

* NHANES (1999-2004)

** USRDS (2006 data report)

*** 2007 OPTN/SRTR Annual Report 1997-2006.
HHS/HRSA/HSB/DOH

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People Like You

- Prior to 1960 people with kidney failure had little hope for survival.
- Today many people have not only survived on dialysis for over 25 years, but continue leading productive lives.
- A growing number of people performing their dialysis treatments at home are finding it possible to continue pursuing their careers and life aspirations.
- Many patients have also received kidney transplants and are alive and well 30 to 40 years later.
- If your kidneys stop working that doesn't mean that you have to; treatment options are available for you.

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If You Have CKD You Need to Know:

- Early diagnosis & treatment helps slow the disease process.
- It's important to learn about the available treatments now before therapy is needed.
- You can take an active role in deciding with your doctor the best choice to meet your medical needs and lifestyle preferences.
- Managing your disease well helps determine the quality of your life.
- You have the right not to accept treatment for your kidney failure (ESRD).



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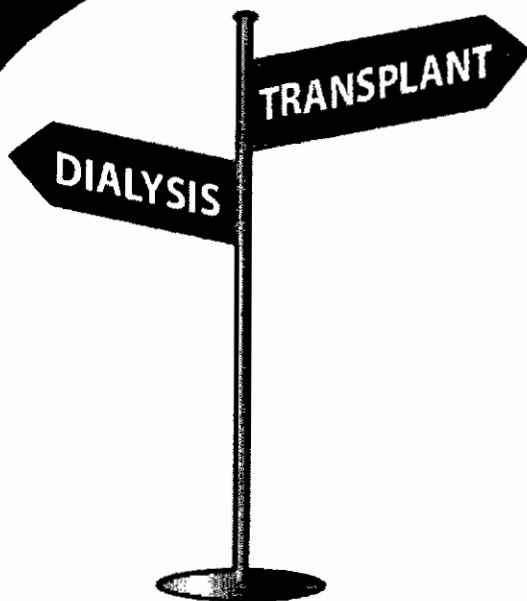
Managing Your CKD

Diet & Medication

- Dietary changes help decrease the fluid and waste build-up that the kidneys can no longer remove.
- Medications replace some of the functions that the kidneys can no longer do:
 - Control blood pressure
 - Make red blood cells
 - Keep bones healthy and strong
- Be prepared, before you become sick, to treat your CKD with one of the methods outlined in this training.

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Treatments for Kidney Failure or ESRD



- Kidney Transplant: considered the "Gold Standard"
- Kidney Dialysis
Two types of treatments to remove excess fluid and waste from your blood
 - Peritoneal Dialysis (PD)
 - Hemodialysis (HD)



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The Transplant Option

- A kidney transplant is not a cure. It is a treatment option that requires life long commitments (taking medications and being followed by a kidney specialist).
- A transplant is considered the "Gold Standard" because it is the treatment that comes closest to "normal" kidney function.
- A transplant is a major surgical procedure that places a healthy kidney from another person into your lower abdomen.
- Usually it is not necessary to remove your kidneys, however it is the donated kidney that performs the functions yours once did.
- It is possible to have a kidney transplant without going on dialysis.



A Kidney Transplant is Not for Everyone

Several factors determine if a transplant is an option for you:

- General health
- Emotional health
- Health insurance and financial resources
- Treatment compliance

The benefits of a transplant should outweigh the risks associated with surgery and life long medications.



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Finding a donor kidney

- Your body tissues must "match" the tissues of the donor
 - Living donor:
 - Relatives (usually the closest match)
 - Non-relative (spouse, friend)
 - Non-Living donor:
 - A person that donates their organs when he/she dies
- A non-living donor kidney may not be immediately available
- The waiting list may extend beyond a year or two





Caring for the Donated Kidney

- Daily, lifelong medication is usually required to prevent rejection.
- Regular follow-up with your physician is required.
- Follow all other physician guidelines:
 - Diet
 - Activity
- Watch for signs of potential problems.



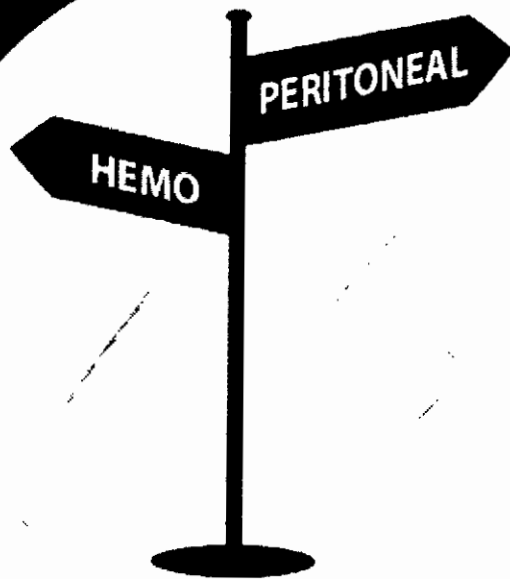
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Kidney Transplant Option

- | | | |
|---|--|--|
| <ul style="list-style-type: none"> • Closest treatment to "normal" kidney function • Fewer dietary and fluid restrictions • Allows you to maintain your normal schedule & activities | | <ul style="list-style-type: none"> • Risks associated with surgery and kidney rejection • Daily medications may have side effects and can be costly • Must take medications and follow up with physician for life of the kidney • May be placed on a waiting list for an extended period of time |
|---|--|--|



The Dialysis Options



- There are two types of dialysis:
 - Peritoneal dialysis
 - Hemodialysis
- Both remove excess fluid and wastes from the body
- Hemodialysis is routinely done in a dialysis facility, and can be done at home with training.
- Peritoneal Dialysis is typically done at home.



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Hemodialysis



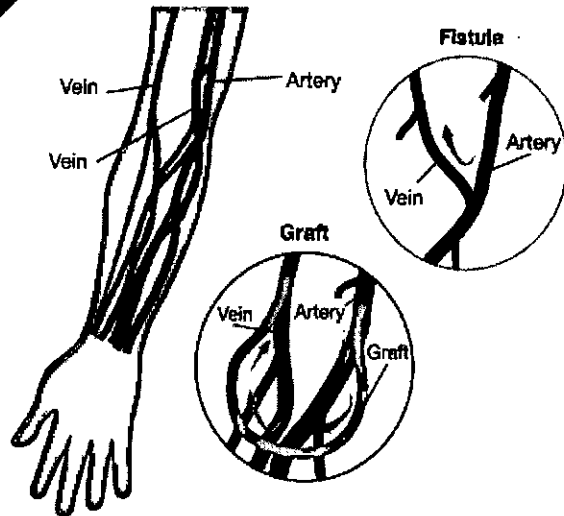
- Blood is cleaned by an "artificial kidney" or dialyzer and a machine
- Tubing allows blood to flow from your body to the machine and back to your body
- Two needles are required for each treatment if you have a fistula or graft; one to remove the blood, one to return the blood
- Only a small amount of blood is out of your body at any time

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Hemodialysis Access



- Your blood must flow out and back to your body through a blood vessel that can be used repeatedly. This is called an access.
- A **fistula**, the 1st choice, is a surgical connection of your artery and your vein.
- A **graft**, 2nd choice, is a surgical insertion of a special tube which is used like a vein.
- A **catheter** is a temporary tubing inserted through the skin and sutured into place.



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In-Center Hemodialysis Option



- Treatments are done by trained dialysis nurses and technicians.
- You are on a fixed schedule for your treatments, and changes may be difficult.
- You must travel to/from the dialysis center.
- Treatments are usually done 3 times each week.
- No equipment or supplies needed at home.
- Opportunity for regular social interaction with other dialysis patients.
- Treatments usually last 3.5-4.0 hours each.



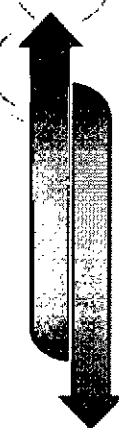
In-Center Nocturnal (night-time) Hemodialysis Option

- Treatments are done by dialysis nurses and technicians
- Treatment occurs during the night while you sleep at the dialysis center; usually 3 times a week for about 8 hours each treatment
- Allows you to work, go to school, or participate in other activities during the day
- Provides more treatment over a longer period of time
- Useful when needing to remove large amounts of fluid
- Helpful when removing fluid is difficult with regular hemodialysis
- You must travel to the dialysis facility for treatment and are away from home 3 nights each week
- May not be offered in your area

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In-Center Hemodialysis Considerations

- Therapy performed by trained clinicians
- No equipment or supplies needed at home
- Opportunity for more frequent social interaction with other dialysis patients
- Patient must travel to the clinic usually 3 times per week
- Patients are on a fixed schedule to receive their therapy



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Home Hemodialysis Option

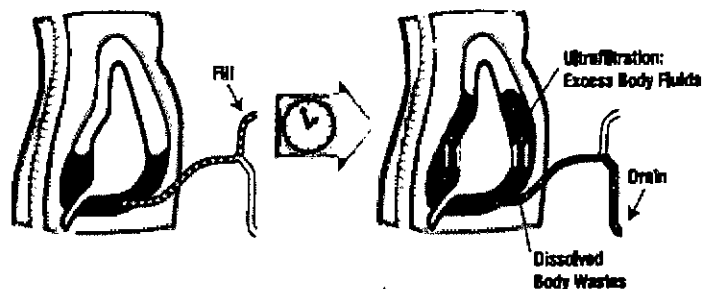


- Easier to fit into your daily or nightly schedule
- No travel to clinic needed
- Comfort and privacy of your own home
- Easier to keep working if you have a job
- Must have a trained helper or partner
- Must have space in home for supplies and equipment
- Home may need changes and plumbing or wiring
- Less social interaction with other dialysis patients than at a dialysis center



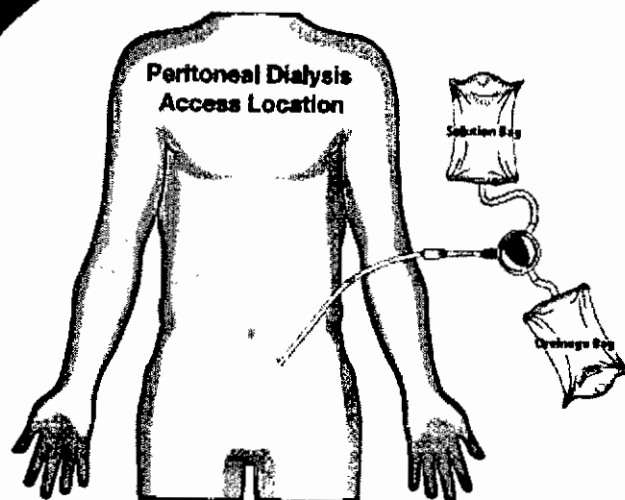
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Peritoneal Dialysis (PD)



- Blood is cleansed inside the body by using the peritoneum; a filter-like membrane located in the lower abdomen.
- Solution is inserted into the abdomen where it is in contact with the peritoneum.
- Excess fluid and waste products in the nearby blood vessels are filtered through the peritoneum and collect in the solution in the abdomen.
- The solution is allowed to dwell for a period of time, then is drained out of the abdomen and replaced with fresh solution.

Peritoneal Dialysis Access



- PD solution flows in and out of your body through a catheter
- A PD catheter is surgically inserted into the lower abdomen and secured in place
- The catheter extends several inches out of your body
- Your clothes cover the catheter when it is not being used



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Two types of PD



1. Continuous Ambulatory Peritoneal Dialysis (CAPD)

- A manual process usually done during the day
- Can be done in any clean location at home, work or while traveling
- Average 4 to 5 exchanges each day
- About 30-45 minutes for each exchange

Two types of PD

2. Continuous Cycling Peritoneal Dialysis (CCPD)

- A machine-controlled process usually done overnight while sleeping, for about 9-10 hours
- Solution remains in the peritoneum during the day until you go to bed and hook up to the machine
- Occasionally some patients require an additional exchange during the daytime

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Peritoneal Dialysis Option

- A partner is not required, but may be needed by some
- More flexible dialysis treatment schedule
- Allows independence and a more normal (working) lifestyle
- Gentle treatment more like "normal" kidney function
- A bloodless form of treatment with no needles required



- Treatment needs to be performed every day
- Risk of infection
- External catheter
- Need storage space in home for supplies
- Larger people may need to do more exchanges

Dialysis Options Comparison

Advantages	IN-CENTER		HOME		Advantages	IN-CENTER		HOME	
	HD	NHD	HD	PD		HD	NHD	HD	PD
Treatment Time Flexibility			✓	✓	Perform treatments during nightly sleep		✓	✓	✓
Treatment Location Flexibility			✓	✓	Improved availability during work hours		✓	✓	✓
Treatment Duration Flexibility				✓	Bloodless access				✓
Reduced Clinic Visit Time			✓	✓	More Independent Lifestyle			✓	✓
Reduced Clinic Travel Time			✓	✓	Greater treatment supervision	✓	✓		
Reduced Clinic Travel Costs			✓	✓	No supply delivery & storage needs	✓	✓		
No treatment partner needed	✓	✓		✓	No routine needle sticks				✓
Greater Privacy			✓	✓	Greater Travel options				✓
Greater Social Interaction with Other Dialysis Patients	✓				No additional electrical/plumbing	✓	✓		✓

Note: Together with your nephrologist, who will advise you based on your medical condition, you should seek a treatment option which best suits your medical and lifestyle needs.



Fresenius Medical Care

People Like You

Shad Ireland's kidneys failed in 1983 at age 10.

On July 25th, 2004 Shad became the first dialysis patient to complete an Ironman triathlon.



Shad continues to compete, and has also created the Shad Ireland Foundation to help people with renal disease improve their lives through physical activity.

Mickey Sledge developed kidney failure in 2000 at age 46. He has developed a passion for taking care of himself as a result of his disease. As a volunteer for treadmill manufacturers he enjoys demonstrating his fitness at major dialysis conferences around the country. "Working helps me stay in tune with reality," says Mickey, who continues his job of 23 years. Apart from routine appointments, Mickey takes pride in never having had to take time off work because of his kidney disease.

Lori Hartwell, a kidney patient since the age of two, founded the Renal Support Network to instill "health, happiness, and hope" into the lives of fellow patients. Lori travels throughout the country educating and inspiring patients and healthcare professionals with her stories, insight, and humor. She was named "2005 Woman of the Year" by California State Senator Jack Scott and continues to be widely recognized for her contributions to improving the lives of people with Chronic Kidney Disease.

Fresenius Kidney Care In-center Clinics in Illinois

Clinic	Provider #	Address	City	Zip
Aledo	14-2658	409 NW 9th Avenue	Aledo	61231
Alsip	14-2630	12250 S. Cicero Ave Ste. #105	Alsip	60803
Antioch	14-2673	311 Depot St., Ste. H	Antioch	60002
Aurora	14-2515	455 Mercy Lane	Aurora	60506
Austin Community	14-2653	4800 W. Chicago Ave., 2nd Fl.	Chicago	60651
Belleville	-	6525 W. Main Street	Belleville	62223
Berwyn	14-2533	2601 S. Harlem Avenue, 1st Fl.	Berwyn	60402
Blue Island	14-2539	12200 S. Western Avenue	Blue Island	60406
Bolingbrook	14-2605	329 Remington	Bolingbrook	60440
Breese	14-2637	160 N. Main Street	Breese	62230
Bridgeport	14-2524	825 W. 35th Street	Chicago	60609
Burbank	14-2641	4811 W. 77th Street	Burbank	60459
Carbondale	14-2514	1425 Main Street	Carbondale	62901
Centre West Springfield	14-2546	1112 Centre West Drive	Springfield	62704
Champaign	14-2588	1405 W. Park Street	Champaign	61801
Chatham	14-2744	333 W. 87th Street	Chicago	60620
Chicago Dialysis	14-2506	1806 W. Hubbard Street	Chicago	60622
Chicago Westside	14-2681	1340 S. Damen	Chicago	60608
Cicero	14-2754	3000 S. Cicero	Chicago	60804
Congress Parkway	14-2631	3410 W. Van Buren Street	Chicago	60624
Crestwood	14-2538	4861W. Cal Sag Road	Crestwood	60445
Decatur East	14-2603	1830 S. 44th St.	Decatur	62521
Deerfield	14-2710	405 Lake Cook Road	Deerfield	60015
Des Plaines	14-2774	1625 Oakton Place	Des Plaines	60018
Downers Grove	14-2503	3825 Highland Ave., Ste. 102	Downers Grove	60515
DuPage West	14-2509	450 E. Roosevelt Rd., Ste. 101	West Chicago	60185
DuQuoin	14-2595	825 Sunset Avenue	DuQuoin	62832
East Peoria	14-2562	3300 North Main Street	East Peoria	61611
Elgin	14-2726	2130 Point Boulevard	Elgin	60123
Elk Grove	14-2507	901 Biesterfeld Road, Ste. 400	Elk Grove	60007
Elmhurst	14-2612	133 E. Brush Hill Road, Suite 4	Elmhurst	60126
Evanston	14-2621	2953 Central Street, 1st Floor	Evanston	60201
Evergreen Park	14-2545	9730 S. Western Avenue	Evergreen Park	60805
Garfield	14-2555	5401 S. Wentworth Ave.	Chicago	60609
Geneseo	14-2592	600 North College Ave, Suite 150	Geneseo	61254
Glendale Heights	14-2617	130 E. Army Trail Road	Glendale Heights	60139
Glenview	14-2551	4248 Commercial Way	Glenview	60025
Greenwood	14-2601	1111 East 87th St., Ste. 700	Chicago	60619
Gurnee	14-2549	101 Greenleaf	Gurnee	60031
Hazel Crest	14-2607	17524 E. Carriageway Dr.	Hazel Crest	60429
Highland Park	14-2782	1657 Old Skokie Road	Highland Park	60035
Hoffman Estates	14-2547	3150 W. Higgins, Ste. 190	Hoffman Estates	60195
Humboldt Park	-	3500 W. Grand Avenue	Chicago	60651
Jackson Park	14-2516	7531 South Stony Island Ave.	Chicago	60649
Joliet	14-2739	721 E. Jackson Street	Joliet	60432
Kewanee	14-2578	230 W. South Street	Kewanee	61443
Lake Bluff	14-2669	101 Waukegan Rd., Ste. 700	Lake Bluff	60044
Lakeview	14-2679	4008 N. Broadway, St. 1200	Chicago	60613
Lemont	-	16177 W. 127th Street	Lemont	60439
Logan Square	14-2766	2721 N. Spalding	Chicago	60647
Lombard	14-2722	1940 Springer Drive	Lombard	60148
Macomb	14-2591	523 E. Grant Street	Macomb	61455
Maple City	14-2790	1225 N. Main Street	Monmouth	61462
Marquette Park	14-2566	6515 S. Western	Chicago	60636
McHenry	14-2672	4312 W. Elm St.	McHenry	60050
McLean Co	14-2563	1505 Eastland Medical Plaza	Bloomington	61704
Melrose Park	14-2554	1111 Superior St., Ste. 204	Melrose Park	60160
Merrionette Park	14-2667	11630 S. Kedzie Ave.	Merrionette Park	60803
Metropolis	14-2705	20 Hospital Drive	Metropolis	62960
Midway	14-2713	6201 W. 63rd Street	Chicago	60638
Mokena	14-2689	8910 W. 192nd Street	Mokena	60448
Moline	14-2526	400 John Deere Road	Moline	61265
Morris	14-2596	1401 Lakewood Dr., Ste. B	Morris	60450
Mundelein	14-2731	1400 Townline Road	Mundelein	60060
Naperbrook	14-2765	2451 S Washington	Naperville	60565

Clinic	Provider #	Address	City	Zip
Naperville North	14-2678	516 W. 5th Ave.	Naperville	60563
New City	-	4622 S. Bishop Street	Chicago	60609
Niles	14-2500	7332 N. Milwaukee Ave	Niles	60714
Normal	14-2778	1531 E. College Avenue	Normal	61761
Norridge	14-2521	4701 N. Cumberland	Norridge	60656
North Avenue	14-2602	911 W. North Avenue	Melrose Park	60160
North Kilpatrick	14-2501	4800 N. Kilpatrick	Chicago	60630
Northcenter	14-2531	2620 W. Addison	Chicago	60618
Northfield	14-2771	480 Central Avenue	Northfield	60093
Northwestern University	14-2597	710 N. Fairbanks Court	Chicago	60611
Oak Forest	14-2764	5340A West 159th Street	Oak Forest	60452
Oak Park	14-2504	773 W. Madison Street	Oak Park	60302
Orland Park	14-2550	9160 W. 159th St.	Orland Park	60462
Oswego	14-2677	1051 Station Drive	Oswego	60543
Ottawa	14-2576	1601 Mercury Circle Drive, Ste. 3	Ottawa	61350
Palatine	14-2723	691 E. Dundee Road	Palatine	60074
Pekin	14-2571	3521 Veteran's Drive	Pekin	61554
Peoria Downtown	14-2574	410 W Romeo B. Garrett Ave.	Peoria	61605
Peoria North	14-2613	10405 N. Juliet Court	Peoria	61615
Plainfield	14-2707	2320 Michas Drive	Plainfield	60544
Polk	14-2502	557 W. Polk St.	Chicago	60607
Pontiac	14-2611	804 W. Madison St.	Pontiac	61764
Prairie	14-2569	1717 S. Wabash	Chicago	60616
Randolph County	14-2589	102 Memorial Drive	Chester	62233
Regency Park	14-2558	124 Regency Park Dr., Suite 1	O'Fallon	62269
River Forest	14-2735	103 Forest Avenue	River Forest	60305
Rock Island	14-2703	2623 17th Street	Rock Island	61201
Rock River - Dixon	14-2645	101 W. Second Street	Dixon	61021
Rogers Park	14-2522	2277 W. Howard St.	Chicago	60645
Rolling Meadows	14-2525	4180 Winnetka Avenue	Rolling Meadows	60008
Roseland	14-2690	135 W. 111th Street	Chicago	60628
Ross-Englewood	14-2670	6333 S. Green Street	Chicago	60621
Round Lake	14-2616	401 Nippersink	Round Lake	60073
Saline County	14-2573	275 Small Street, Ste. 200	Harrisburg	62946
Sandwich	14-2700	1310 Main Street	Sandwich	60548
Schaumburg	-	815 Wise Road	Schaumburg	60193
Silvis	14-2658	880 Crosstown Avenue	Silvis	61282
Skokie	14-2618	9801 Wood Dr.	Skokie	60077
South Chicago	14-2519	9200 S. Chicago Ave.	Chicago	60617
South Deering	14-2756	10559 S. Torrence Ave.	Chicago	60617
South Holland	14-2542	17225 S. Paxton	South Holland	60473
South Shore	14-2572	2420 E. 79th Street	Chicago	60649
Southside	14-2508	3134 W. 76th St.	Chicago	60652
South Suburban	14-2517	2609 W. Lincoln Highway	Olympia Fields	60461
Southwestern Illinois	14-2535	7 Professional Drive	Alton	62002
Spoon River	14-2565	340 S. Avenue B	Canton	61520
Spring Valley	14-2564	12 Wolfer Industrial Drive	Spring Valley	61362
Steger	14-2725	219 E. 34th Street	Steger	60475
Streator	14-2695	2356 N. Bloomington Street	Streator	61364
Summit	-	7319-7322 Archer Avenue	Summit	60501
Uptown	14-2692	4720 N. Marine Dr.	Chicago	60640
Waterloo	14-2789	624 Voris-Jost Drive	Waterloo	62298
Waukegan Harbor	14-2727	101 North West Street	Waukegan	60085
West Batavia	14-2729	2580 W. Fabyan Parkway	Batavia	60510
West Belmont	14-2523	4943 W. Belmont	Chicago	60641
West Chicago	14-2702	1859 N. Neltnor	West Chicago	60185
West Metro	14-2536	1044 North Mozart Street	Chicago	60622
West Suburban	14-2530	518 N. Austin Blvd., 5th Floor	Oak Park	60302
West Willow	14-2730	1444 W. Willow	Chicago	60620
Westchester	14-2520	2400 Wolf Road, Ste. 101A	Westchester	60154
Williamson County	14-2627	900 Skyline Drive, Ste. 200	Marion	62959
Willowbrook	14-2632	6300 S. Kingery Hwy, Ste. 408	Willowbrook	60527
Zion	-	1920-1920 N. Sheridan Road	Zion	60099

Certification & Authorization

Fresenius Medical Care Naperville, LLC

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

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

By: *Adam Neud*

ITS: Regional Vice President

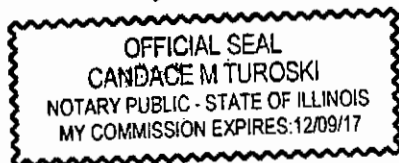
Notarization:

Subscribed and sworn to before me
this 12th day of August, 2016

Candace M. Turoski

Signature of Notary

Seal

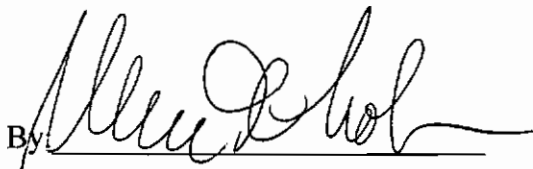


Certification & Authorization

Fresenius Medical Care Holdings, Inc.

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

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

By: 

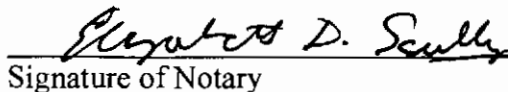
ITS: Maria T. C. Notar
Assistant Treasurer

By: 

ITS: Bryan Mello
Assistant Treasurer

Notarization:

Subscribed and sworn to before me
this 18th day of August, 2016


Signature of Notary

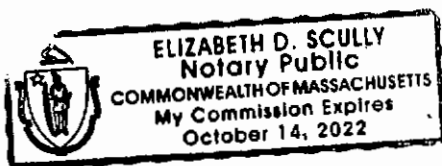
Seal

Notarization:

Subscribed and sworn to before me
this _____ day of _____, 2016

Signature of Notary

Seal



Criterion 1110.230 – Purpose of Project

The purpose of this project is to maintain access to dialysis services in central DuPage County as area clinics are projected to reach 80% utilization in the next 2 years based on historic growth of ESRD in DuPage County and average clinic utilization of 75% within 30 minutes (clinics operating over 2 years). It will also address the need for 60 stations by 2020 in HSA 7 according to the June 2016 Board station inventory. This facility would be on-track to reach 80% utilization at that time. Planning for projected area utilization when clinics are nearing the State target provides uninterrupted access to services rather than waiting until facilities are full to begin the planning process.

The ESRD population growth in DuPage County, while not as astounding as other areas of Chicago where Fresenius has recently been granted permit to establish services, is growing at a higher rate than the State of Illinois as a whole. Most of the clinics in this county are in the 70% range, except for those that are in the two-year period to reach 80% after establishment or expansion. While the 70% range is a comfortable operating utilization allowing ease of admittance and shift choices, with future growth of the ESRD population the prospect of 80% and above in the upcoming two years triggers planning now to provide seamless access to services for patients of Dr. Kozeny and other Nephrology Associates of Northern Illinois (NANI) physicians. NANI is the largest nephrology group in DuPage County serving 75% of the ESRD population here.

Due to capacity utilization, two Fresenius clinics utilized by Wheaton area residents recently expanded – Naperville North and Glendale Heights. The Naperville North facility just began the ramp up phase 6 months ago and the Glendale Heights facility is at 70%. These facility expansions were supported with NANI pre-ESRD patients that were different from those identified in this application. Establishing a central location will pull Wheaton area patients to Wheaton where they reside and slow the growth to overutilization at other area facilities 2-4 years from now as they reach 80%.

While there are no health care or economic disparities for the immediate Wheaton area of DuPage County, adequate access to dialysis services as well as preferable treatment schedule options is important for all dialysis patients who must travel to and from treatment three times a week for life.

The goal of Fresenius Kidney Care is to keep dialysis services accessible to this growing ESRD population. There is no direct empirical evidence relating to this project other than that when chronic care patients have adequate access to services, it tends to reduce overall healthcare costs and results in less complications. The Fresenius area facilities have exceptional average quality outcomes and the same is expected of the proposed Wheaton facility as listed below:

- 94% of patients had a URR $\geq$ 65%
- 96% of patients had a Kt/V $\geq$ 1.2

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

Alternatives

1) All Alternatives

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

The alternative of doing nothing now and wait for higher utilization rates was not considered. Due to the average growth rate of ESRD in DuPage County of 6% over the past three years the area clinics are expected to reach and surpass 80% target utilization with an additional 250 projected ESRD patients by 2020. This does not account for those patients living in bordering counties that receive treatment in DuPage County clinics. Additional access and treatment time options will be needed to meet the demand.

B. Pursuing a joint venture or similar arrangement

This facility will be a joint venture between Fresenius and physicians at Nephrology Associates of Northern Illinois (NANI). As the largest nephrology practice in Illinois, they currently have 85 physicians and 14 PA/NP practicing in northeast Illinois and northwest Indiana. Fresenius and dedicated NANI physicians have partnered on many facilities in the Chicago area to bring exceptional quality and continuity of care to thousands of dialysis patients. In DuPage County they currently treat 652 ESRD patients or 75% of all County ESRD patients.

C. Utilizing other health care resources

NANI physicians currently serve as medical directors and admit patients at 17 of the 24 facilities considered to be within 30 minutes normal travel time of the Wheaton site and will continue to do so as these facilities grow to capacity. There is some available access at many of the clinics in the 30-minute travel zone that the physicians admit to, however not all of these clinics lie within the patient's health care network and forcing patients to go beyond their network would cause the patients a loss of continuity of care with their nephrologist and other hospital services.

Given historic growth of ESRD in DuPage County and current average clinic utilization within 30 minutes of 75% of clinics operating over 2 years, it is expected that these clinics will reach 80% target utilization by the time the Wheaton facility is operational. Fresenius Wheaton will immediately be available to pick up the demand for additional access and shift choices at the moment they become necessary. There is no monetary cost to utilizing other health care resources.

- An ideal site for planning for future demand was found to be Wheaton, which is centrally located in DuPage County and would easily be able to accommodate additional patients from a wide range of the county, freeing up stations in surrounding areas when the clinics reach 80% in the next few years. As well, the physicians have a large practice here where they are seeing increasing numbers of pre-ESRD patients. As discussed further in this application the intent of this project is to act now to prepare for projected high utilization in DuPage County 2-4 years from now rather than waiting until high utilization begins to negatively impact area patients. The cost of this project is \$3,825,310.

2) Comparison of Alternatives

	Total Cost	Patient Access	Quality	Financial
Do Nothing Now and wait for higher utilization	\$0	This alternative would not provide for continued seamless access to dialysis services.	Fresenius patients would maintain the same high quality outcomes. As clinic utilizations rise, patients may be forced out of their network which would cause loss of continuity of care.	There is no cost, however construction costs could be higher if the facility is postponed 2 years.
Joint Venture	\$3,825,310	This facility will be a joint venture with the NANI physicians. Fresenius maintains majority ownership and control of its joint ventures. The total project costs would be shared between Fresenius Kidney Care and the physicians.		
Utilize Area Providers	\$0	NANI physicians are currently medical directors of and admit to 17 of the 24 area facilities.	Quality at the Fresenius clinics would remain the same, however patient's quality of life may decrease if forced to travel out of the area for treatment.	No financial cost to Fresenius Kidney Care Health care costs increase as patient's quality declines. Cost of patient's transportation would increase.
Establish Fresenius Kidney Care Wheaton	\$3,825,310	Access to dialysis services will be maintained for years to come in an area that has seen increasing growth of ESRD. Additional stations and schedule times will become available to patients as clinics reach 80% rather than forcing them to wait for additional access.	Patient clinic quality would remain above standards. Patient satisfaction and quality of life would improve with additional access to preferred treatment schedule times.	The cost is to Fresenius Kidney Care and the NANI physicians who are treating these patients and desire to invest in this market.

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

There is no direct empirical evidence relating to this project other than that when chronic care patients have adequate access to services, it tends to reduce overall healthcare costs and results in less complications. Patients at Fresenius area clinics have achieved average adequacy outcomes of:

- 94% of patients had a URR $\geq$ 65%
- 96% of patients had a Kt/V $\geq$ 1.2

and the same is expected for Fresenius Kidney Care Wheaton.

Criterion 1110.234, Size of Project

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD 450-650 BGSF Per Station	DIFFERENCE	MET STANDARD?
ESRD IN-CENTER HEMODIALYSIS	6,240 (12 Stations)	5,400 – 7,800 BGSF	None	Yes
Non-clinical	1,760	N/A	N/A	N/A

As seen in the chart above, the State Standard for ESRD is between 450 - 650 BGSF per station or 5,400 – 7,800 BGSF. The proposed 6,240 BGSF for the in-center hemodialysis space falls within this range therefore meeting the State standard.

Criterion 1110.234, Project Services Utilization

UTILIZATION					
	DEPT/SERVICE	HISTORICAL UTILIZATION	PROJECTED UTILIZATION	STATE STANDARD	MET STANDARD?
YEAR 1	IN-CENTER HEMODIALYSIS	Not Applicable New Facility	39%	80%	No
YEAR 2	IN-CENTER HEMODIALYSIS		82%	80%	Yes

NANI has identified a total of 420 pre-ESRD patients in stages 3 & 4 of ESRD who reside in Wheaton and immediate surrounding areas. Of these there are 81 who, according to current lab values, would require dialysis during the first two years the facility is operating. Due to patient attrition, it is estimated that 59 of these patients would be dialyzing at the Wheaton facility by the end of the second year of operation.

Planning Area Need – Formula Need Calculation:

The proposed Fresenius Kidney Care Wheaton dialysis facility is located in DuPage County in HSA 7. HSA 7 is comprised of Suburban Cook, and DuPage Counties. According to the June 2016 inventory there is a need for 60 stations in this HSA.

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

- A. The primary purpose of this project is to provide in-center hemodialysis services to Wheaton and the immediate surrounding areas in HSA 7 (DuPage County). 100% of the patients identified for the Wheaton facility reside in HSA 7.

County	HSA	# Pre-ESRD Patients Who Will Be Referred to Fresenius Kidney Care Wheaton	
DuPage	7	81 Pts.	100%

While there were 81 patients identified who could potentially be referred to the facility in the first two years of its operation, accounting for patient attrition and keeping with historic referrals, it is estimated that there would be 59 patients referred in the first two years.



Nephrology Associates

Gregory A. Kozeny, M.D.

Ernest F. DeJesus, M.D.

Jeffrey J. Kropp, M.D.

**Maureen Chapman, APN
Nurse Practitioner**

25 N. Winfield Road
Suite 414
Winfield, IL 60190
630.690.1220
Fax: 630.690.5323

September 7, 2016

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

Dear Ms. Avery:

My name is Gregory Kozeny, M.D. and I am the Medical Director of the long-standing Fresenius Medical Care DuPage West facility and am in practice with Nephrology Associates of Northern Illinois (NANI). I am writing in support of the Wheaton dialysis clinic that is being proposed by Fresenius Kidney Care. My partners and I are part of a large nephrology practice located here in Wheaton. We have seen an increase in our Chronic Kidney Disease (CKD) patients here recently and have approximately 35 patients alone from here who will be starting dialysis in the next 6-12 months.

The facilities we admit to will soon be reaching 80% utilization and given the growth we have seen we expect that additional access will be needed in the upcoming years and are continuing our partnership with Fresenius Kidney Care in this area to keep dialysis services accessible for our current and future dialysis patients.

NANI nephrologists in this region were treating 245 in-center hemodialysis patients at the end of 2013, 259 patients at the end of 2014, 270 patients at the end of 2015, and 274 patients at the end of June 2016 as reported to The Renal Network. In the most recent 12-month period we referred 86 new ESRD patients for dialysis services to Fresenius DuPage West, West Chicago, Glendale Heights, and, Naperville North. We currently have 420 chronic kidney disease patients in this area, with 81 that we expect would begin dialysis in the first two years of operation of the Wheaton facility. More conservatively, I would expect 59 to begin dialysis at Fresenius Kidney Care Wheaton.

I respectfully request the Board's consideration in keeping services available in this area for years to come by approving this project. Thank you for your time and review of this information.

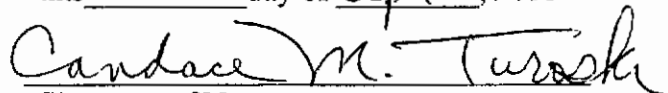
I attest that to the best of my knowledge, all the information contained in this letter is true and correct and that the projected patient referrals listed in this document have not been used to support any other pending or approved CON application.

Sincerely,


Gregory Kozny, M.D.

Notarization:

Subscribed and sworn to before me
this 9th day of Sept, 2016


Signature of Notary

Seal



**Pre-ESRD PATIENTS OF NANI THAT WILL LIKELY BE REFERRED TO THE
WHEATON FACILITY**

Summary

City	Zip Code	Pre- ESRD
Glen Ellyn	60137	19
Wheaton	60187	27
Wheaton	60189	10
Winfield	60190	5
Carol Stream	60188	20
	Total	81*

*Of these 59 are realistically expected to dialyze at the Wheaton facility in the first two years of operation.

NEW ESRD REFERRALS OF NANI IN THE WHEATON AREA
FOR 8/2015 – 7/2016

Zip Code	FRESENIUS KIDNEY CARE				Total
	DuPage West	Glendale Heights	Naperville North	West Chicago	
60089	1				1
60101		1			1
60103				4	4
60104	1				1
60108		3			3
60123				1	1
60133	1	2			3
60137	1	1	1		3
60139		10			10
60172		1			1
60185	4	2		4	10
60186	1				1
60187	5	1			6
60188	1	3		4	8
60189	1		1		2
60190	2				2
60440			1		1
60446			1		1
60502	1		1	1	3
60504	1		1		2
60515		1			1
60532			2		2
60540			3		3
60555	2				2
60563			8		8
60564			2		2
60565			1		1
60638		1			1
60639		1			1
60660	1				1
Total	23	27	22	14	86

IN-CENTER HEMODIALYSIS PATIENTS IN THE WHEATON AREA
DECEMBER 2013

Zip Code	FRESENIUS KIDNEY CARE				US	Total
	DuPage West	Glendale Heights	Naperville North	West Chicago	RENAL CARE Oak Brook	
60073			1			1
60101		6		1		7
60103		1		7		8
60107	1			1		2
60108	2	9	1			12
60110	1					1
60119				1		1
60120				1		1
60126			1			1
60133		7		4		11
60134	1					1
60137	3	5	1			9
60138	2	1				3
60139	1	20				21
60140				1		1
60143		2				2
60148		2	1			3
60171		1				1
60172		1				1
60174	4			1		5
60185	24			5		29
60187	5	2	1			8
60188	3	15		2		20
60189	2	2	3			7
60190	4			1		5
60440			3		1	4
60490			2			2
60502			1			1
60503			1			1
60504	1		6			7
60505	1		1			2
60506			1			1
60510	2					2
60513			1			1
60517			3			3
60532			7			7
60540			11			11
60543	1					1
60554	1					1
60555	7		1			8
60559				1		1
60563			16			16
60564			2			2
60565			7			7
60586	1		1			2
60612		1				1
60630	1					1
60641	1					1
60643		1				1
Total	69	76	73	26	1	245

**IN-CENTER HEMODIALYSIS PATIENTS IN THE WHEATON AREA
DECEMBER 2014**

Zip Code	FRESENIUS MEDICAL CARE				US RENAL CARE Oak Brook	Total
	DuPage West	Glendale Heights	Naperville North	West Chicago		
60101		9				9
60103	1	1		8		10
60106		2				2
60107	1	1		2		4
60108		11		1		12
60119				1		1
60120				1		1
60126		1	1			2
60133		6		3		9
60137	3	4				7
60138	2					2
60139	1	24		1		26
60140				1		1
60143		1		1		2
60148		3	1			4
60171		1				1
60172	1	1				2
60174	2			1		3
60185	23			7		30
60187	5	2				7
60188	2	15		6		23
60189	4	1	2			7
60190	7					7
60440			3		1	4
60447			1			1
60490		1	2			3
60503			2			2
60504	1		7			8
60505	1		1			2
60506			1			1
60510	2					2
60513			1			1
60517			2			2
60532			8			8
60540			17			17
60543	2					2
60554	1					1
60555	7		1	1		9
60559				1		1
60563			12			12
60564			2			2
60565			6			6
60608			1			1
60609		1				1
60643		1				1
Total	66	86	71	35	1	259

IN-CENTER HEMODIALYSIS PATIENTS IN THE WHEATON AREA
DECEMBER 2015

Zip Code	FRESENIUS KIDNEY CARE				Total
	DuPage West	Glendale Heights	Naperville North	West Chicago	
60101		9		1	10
60103		3		11	14
60106		1			1
60107				1	1
60108		13			13
60119	1			1	2
60120	1				1
60123				1	1
60126		1			1
60133	1	6		4	11
60137	4	5	1		10
60138	2				2
60139	1	22			23
60140				1	1
60143		1			1
60148		3	1		4
60168		1			1
60172		2			2
60174	1			3	4
60185	21	1		9	31
60186	1				1
60187	8	3			11
60188	1	15		7	23
60189	3	1	3		7
60190	5				5
60440			4		4
60490		1	2		3
60503			2		2
60504			6		6
60505	1		1		2
60506			1		1
60510	1				1
60513			1		1
60517			1		1
60532			6	1	7
60538			1		1
60540			18		18
60543	2				2
60554	1				1
60555	9		1	1	11
60559	1				1
60563			17		17
60564			3		3
60565			4		4
60585		1			1
60608			1		1
60609		1			1
Total	65	90	74	41	270

IN-CENTER HEMODIALYSIS PATIENTS IN THE WHEATON AREA
JUNE 2016

Zip Code	FRESENIUS KIDNEY CARE				Total
	DuPage West	Glendale Heights	Naperville North	West Chicago	
60089	1				1
60101		11			11
60103		3		10	13
60104	1				1
60106		1			1
60107				1	1
60108		12	1		13
60119	1				1
60126		1			1
60133		5		4	9
60137	2	5	1		8
60138	1				1
60139		20		3	23
60140				1	1
60143		1			1
60148	1	2	1		4
60168		1			1
60172		4			4
60174	1			2	3
60185	19	1		13	33
60186	1				1
60187	7	4			11
60188	1	13		10	24
60189	4	1	4		9
60190	6				6
60440			4		4
60490		1	2		3
60502	1		1		2
60503			2		2
60504	1		5		6
60505	1		1		2
60506			1		1
60510	2				2
60513			1		1
60517			2		2
60532			5		5
60540			14		14
60543	2				2
60554	1				1
60555	10		1	1	12
60559	1				1
60563	1		17		18
60564			2		2
60565			6		6
60585		1			1
60608			1		1
60609		1			1
60638		1			1
60644				1	1
60660	1				1
Total	67	89	72	46	274

Service Accessibility – Service Restrictions

The proposed Fresenius Kidney Care Wheaton dialysis facility will be located in HSA 7 where there is a need for 60 ESRD stations by 2020 according to the June 2016 inventory. This HSA is comprised of Suburban Cook and DuPage Counties. The facility will be centrally located in DuPage County.

Access restrictions are created when clinic utilization reaches 80% or beyond. When this happens treatment shift choice availability begins to diminish. With three patient treatment shifts per day offered, we find the morning or mid-day treatment time is preferred. This is the time of day when patients have a wider choice of transportation options. At 80% utilization often times, the only shift available to new patients is the third shift of the day which begins in the late afternoon/early evening and ends approximately between 7:00-9:00 p.m. Many transportation companies that these patients rely on end their day at 4:00 p.m. The night-time treatment and added transportation hassles are burdensome to these ill and often elderly patients.

While the area facilities are not operating at 80% utilization today, the average **utilization of clinics within 30 minutes that have been in operation more than two years is at 75%**. As a result, we anticipate a need for the proposed clinic in 2 years.

DuPage County ESRD Growth

County	ESRD Per Year					5 Year Average Growth	3 Year Average Growth
	2011	2012	2013	2014	2015		
DuPage Co	752	N/A	771	N/A	911	4%	6%

State	ESRD Per Year					5 Year Average Growth	3 Year Average Growth
	2011	2012	2013	2014	2015		
Illinois	16,907	17,584	18,134	18,778	19,742	3%	3%

At a moderate 5% continued yearly growth there will be over 250 additional ESRD patients living in DuPage County by 2020. Fresenius Kidney Care and Nephrology Associates of Northern Illinois are preparing for this increase now to offer continued access to dialysis services.

Projected ESRD Per Year Based on 5% Yearly Growth				
2016	2017	2018	2019	2020
957	1,004	1,055	1,107	1,163

FACILITIES WITHIN 30 MINUTES TRAVEL TIME OF FRESENIUS WHEATON
(Calculated with MapQuest Classic shortest travel time and adjusted per Board rules)

Name	Address	City	Zip Code	MapQuest		x 1.15 Adj Time	Jun-16		
				Miles	Time		Stations	Patients	Utl
USRC Oak Brook	1201 Butterfield Road	Downers Grove	60515	3.95	8	9	13	58	74.36%
Fresenius Lombard	1940 Springer Dr	Lombard	60148	4.63	9	10	12	55	76.39%
Fresenius Downers Grove	3825 Highland Ave	Downers Grove	60515	5.43	10	12	16	67	69.70%
Fresenius Naperville North¹	516 W 5th Ave	Naperville	60563	5.59	11	13	21	73	57.94%
Fresenius DuPage West	450 E Roosevelt Rd	West Chicago	60185	7.5	11	13	16	70	72.92%
Nocturnal Spa Dialysis²	1634 S. Ardmore	Villa Park	60181	7.43	15	17	12	0	0.00%
Fresenius Elmhurst	133 E Brush Hill Road	Elmhurst	60126	11.25	16	18	24	121	72.02%
Fresenius Naperbrook	2451 S. Washington	Naperville	60565	9.44	18	21	16	86	89.58%
Fresenius Westchester	2400 Wolf Road	Westchester	60154	11.99	18	21	22	92	69.70%
Fresenius Lemont³	16177 W 127th Street	Lemont	60439	15.53	18	21	12	0	0.00%
Fresenius Glendale Heights	130 E Army Trail Road	Glendale Heights	60139	9.18	19	22	29	123	70.69%
Fresenius West Chicago	1859 N Neltor Blvd.	West Chicago	60185	11	19	22	12	49	68.06%
Fresenius Willowbrook	6300 S Kingery Hwy	Willowbrook	60527	13.82	19	22	20	79	65.83%
Fresenius Aurora	455 Mercy Ln	Aurora	60506	14.67	19	22	24	148	102.78%
Fresenius Bolingbrook	329 Remington Blvd	Bolingbrook	60440	14.79	19	22	24	129	89.58%
USRC Bolingbrook	396 Remington Blvd	Bolingbrook	60440	15.08	19	22	13	54	69.23%
Fresenius Elk Grove	901 Biesterfield Rd	Elk Grove Village	60007	15.94	19	22	28	141	83.93%
USRC Villa Park	200 E North Avenue	Villa Park	60181	11.51	21	24	13	72	92.31%
Loyola Dialysis⁴	1201 W Roosevelt Rd	Maywood	60153	15.05	22	25	28	-	-
Fresenius Melrose Park	1111 Superior St	Melrose Park	60160	16.38	25	29	18	75	69.44%
DaVita Schaumburg	1156 S Roselle Rd	Schaumburg	60193	18.4	25	29	18	86	71.67%
Fox Valley Dialysis	1300 Waterford Dr	Aurora	60504	14.02	26	30	29	127	72.99%
Maple Avenue	610 S Maple Ave	Oak Park	60304	17.34	26	30	18	71	65.74%
Fresenius Schaumburg	815 W Wise Road	Schaumburg	60193	19.19	26	30	12	0	0.00%
AVG UTILIZATION OF CLINICS IN OPERATION > 2 YEARS									75.24%

1. Fresenius Naperville North - 7 new stations certified Januray 2016 - in 2-year ramp up period.
2. Nocturnal Dialysis Spa open awaiting certification - at beginning of 2-year ramp up period.
3. Fresenius Lemont open awaiting certification - at beginning of 2-year ramp up period.
4. Loyola Dialysis did not report 2nd Quarter utilization.

Facilities Below Were Found to be Over 30-Mintues Away

Fresenius West Batavia	2580 W. Fabyan Parkway	Batavia	60510	15.47	27	31.05
Fresenius River Forest	103 Forest Avenue	River Forest	60305	17.34	27	31.05
DaVita Arlington Hgts	17 W Golf Rd	Arlington Heights	60005	21.32	27	31.05
Fresenius Rolling Meadows	4180 Winnetka Ave	Rolling Meadows	60008	22.51	27	31.05
Fresenius North Ave	911 W North Avenue	Melrose Park	60160	17.74	28	32.2
Fresenius Oak Park	733 Madison St	Oak Park	60302	18.06	28	32.2
Fresenius Berwyn	2601 Harlem Ave	Berwyn	60402	19.07	29	33.35
Tri-Cities Dialysis	306 Randall Rd	Geneva	60134	19.26	30	34.5

Patients Identified for Fresenius Kidney Care Wheaton

City	Zip Code	Pre-ESRD
Glen Ellyn	60137	19
Wheaton	60187	27
Wheaton	60189	10
Winfield	60190	5
Carol Stream	60188	20
Total		81*

*Of these 59 are realistically expected to dialyze at the Wheaton facility in the first two years of operation.

Service Accessibility
ATTACHMENT – 26b – 5

ZIP Code	Population
60007	33,820
60101	39,119
60103	41,928
60104	19,038
60106	20,309
60108	22,735
60126	46,371
60130	14,167
60133	38,103
60137	37,805
60139	34,381
60141	224
60143	10,360
60148	51,468
60153	24,106
60154	16,773
60155	7,927
60157	2,380
60160	25,432
60162	8,111
60163	5,209
60164	22,048
60165	4,946
60172	24,537
60181	28,836
60184	2,448
60185	36,527
60187	29,016
60188	42,656
60189	30,472
60190	10,663
60191	14,310
60193	39,188
60301	2,539
60302	32,108
60304	17,231
60305	11,172
60439	22,919
60440	52,911
60441	36,869
60446	39,807
60490	20,463
60502	21,873
60503	16,717
60504	37,919
60505	76,573
60506	53,013
60510	28,897
60513	19,047
60514	9,708
60515	27,503
60516	29,083
60517	32,038
60521	17,597
60523	9,890
60525	31,168
60526	13,576
60527	27,486
60532	27,066
60539	341
60540	42,910
60542	17,099
60555	13,538
60558	12,960
60559	24,852
60561	23,115
60563	35,922
60564	41,312
60565	40,524
60585	22,311
Total	1,775,470

Unnecessary Duplication/Maldistribution

1. (A-B-C) The ratio of ESRD stations to population in the zip codes within a 30-minute radius of Fresenius Kidney Care Wheaton is 1 station per 3,945 residents according to the 2010 census. The State ratio is 1 station per 2,917 residents (based on 2015 census projections and the June 2016 Board station inventory). These figures demonstrate a need for additional stations in the Wheaton area.
2. Fresenius Kidney Care Wheaton will not create a maldistribution of services in regard to there being excess availability. Area clinics that have been in operation over two years are at 75% average utilization now and with the past three years average yearly growth of ESRD at 6% for DuPage County, clinics are projected to be at or above 80% by the time this facility is operating. The NANI physicians are Medical Directors at the majority of the area's facilities and see the upcoming need for additional access based on current utilization, ESRD growth and the growth of patients in their Wheaton based practice.

Facilities within 30-Minutes Travel Time of Fresenius Kidney Care Wheaton
(Calculated with MapQuest Classic shortest travel time and adjusted per Board rules)

Name	Address	City	Zip Code	MapQuest		x 1.15 Adj Time	Jun-16		
				Miles	Time		Stations	Patients	Utl
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Fox Valley Dialysis	1300 Waterford Dr	Aurora	60504	14.02	26	30	29	127	72.99%
Maple Avenue	610 S Maple Ave	Oak Park	60304	17.34	26	30	18	71	65.74%
Fresenius Schaumburg	815 W Wise Road	Schaumburg	60193	19.19	26	30	12	0	0.00%
AVG UTILIZATION OF CUNICS IN OPERATION > 2 YEARS									75.24%

1. Fresenius Naperville North - 7 new stations certified January 2016 - in 2-year ramp up period.
2. Nocturnal Dialysis Spa open awaiting certification - at beginning of 2-year ramp up period.
3. Fresenius Lemont open awaiting certification - at beginning of 2-year ramp up period.
4. Loyola Dialysis did not report 2nd Quarter utilization.

3A. Fresenius Kidney Care Wheaton will not have an adverse effect on any other area ESRD provider in that the new patients identified for this facility are pre-ESRD patients of NANI already and would be admitted to the facilities they serve as Medical Directors at based on the patient's home address. As these area facilities reach 80% access to select treatment schedule times become restricted and therefore often severely interfering with the patient's home and/or work life. The Wheaton facility will have a positive effect by allowing a seamless availability to dialysis services in this area of DuPage County.

B. Not applicable – applicant is not a hospital; however the utilization will not be lowered at any other ESRD facility due to the establishment of the Wheaton facility. Identified patients are pre-ESRD patients of the NANI physicians and no patients have been identified to transfer from other facilities.

Criterion 1110.1430 (e)(1) – Staffing

2) A. Medical Director

Dr. Gregory Kozeny is currently the Medical Director for Fresenius Medical Care DuPage West and will also be the Medical Director for the proposed Fresenius Kidney Care Wheaton facility. Attached is his curriculum vitae.

B. All Other Personnel

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

Upon opening we will also employ:

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

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

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

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

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

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

Gregory A. Kozeny, MD

PERMANENT HOME ADDRESS/PERSONAL DATA

EMPLOYMENT HISTORY

Nephrology Associates of Northern Illinois

1990 –

Present

Regional Office/DuPage West; Physician/Group practice

www.kidneyphysicians.com

PRACTICE AND BUSINESS ADDRESS

Primary Office Address:

25 N Winfield Road, Suite 414

Winfield, IL 60190 **630-690-1220**

Remittance Address: PO Box 3369, Oak Park IL 60303

Credentialing/Business Correspondence Address:

Nephrology Associates No. Illinois

855 Madison Street, Oak Park, IL 60302

EDUCATION / TRAINING

Graduate School, PhD Program/Part-Time

6/1986-1990

Loyola University of Chicago//PhD comprehensive examination passed 11/1986

Nephrology Fellowship, Department of Medicine

7/1981-6/1984

Loyola University and Medical Center

Residency/Internship

Loyola University and Medical Center

6/1978-6/1981

Loyola University Stritch School of Medicine

6/1978

Medical Doctor Maywood IL

Loyola University of Chicago,

Bachelor of Science Degree, Cum Laude

Medical Licensure and Board Certification

American Board of Internal Medicine (IM) 09/1981 to current ✓

American Board of Internal Medicine/Nephrology 11/1984 to current ✓

Illinois License 7/1979 to current ✓

Wisconsin License 8/1990 to current ✓

*additional information on attached pages (committee work/publications/awards and honors)

Rev 8/24/08

Criterion 1110.1430 (e)(5) Medical Staff

I am the Regional Vice President at Fresenius Kidney Care who will oversee the Wheaton facility and in accordance with 77 Il. Admin Code 1110.1430, I certify the following:

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

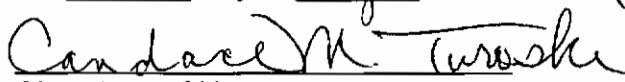


Signature

Coleen Muldoon
Printed Name

Regional Vice President
Title

Subscribed and sworn to before me
this 11th day of August 2016


Signature of Notary

Seal



Criterion 1110.1430 (f) – Support Services

I am the Regional Vice President at Fresenius Kidney Care who will oversee the Fresenius Kidney Care Wheaton facility. In accordance with 77 Il. Admin Code 1110.1430, I certify to the following:

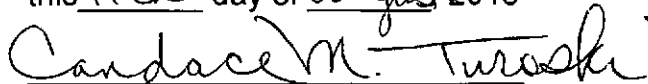
- Fresenius Kidney Care utilizes a patient data tracking system in all of its facilities.
- These support services are will be available at Fresenius Kidney Care Wheaton during all six shifts:
 - Nutritional Counseling
 - Psychiatric/Social Services
 - Home/self training
 - Clinical Laboratory Services – provided by Spectra Laboratories
- The following services will be provided via referral to Central DuPage Hospital:
 - Blood Bank Services
 - Rehabilitation Services
 - Psychiatric Services



Signature

Coleen Muldoon/Regional Vice President
Name/Title

Subscribed and sworn to before me
this 11th day of August 2016



Signature of Notary

Seal



Criterion 1110.1430 (g) – Minimum Number of Stations

Fresenius Kidney Care Wheaton is located in the Chicago-Naperville-Joliet-Gary, IL-IN-WI Metropolitan Statistical Area (MSA). A minimum of eight dialysis stations is required to establish an in-center hemodialysis center in an MSA. Fresenius Kidney Care Wheaton will have 12 dialysis stations thereby meeting this requirement.

The following transfer agreement with Northwestern Medicine, Central DuPage Hospital (CDH) will be in effect for the Fresenius Kidney Care Wheaton Facility. It is currently being signed at CDH and will be forwarded to the Board as soon as it is fully executed.

TRANSFER AGREEMENT

This Transfer Agreement ("Agreement") is entered into as of September 7, 2016 ("Effective Date") by and between **Northwestern Medicine® Central DuPage Hospital**, an Illinois not-for-profit corporation ("Receiving Hospital") and **Fresenius Medical Care Naperville, LLC d/b/a Fresenius Medical Care Wheaton** (each a "Transferring Facility"). The Receiving Hospital and Transferring Facility may be referred to individually as a "Party" and collectively the "Parties".

RECITALS

WHEREAS, Transferring Facility owns and operates a hemodialysis facility;

WHEREAS, Transferring Facility receives, from time to time, patients with who are in need of treatment that may not be available at Transferring Facility, but are available at Receiving Hospital; and

WHEREAS, the Parties desire to establish a transfer arrangement to promote continuity of care and treatment appropriate to the needs of patients with medical needs arising out of acute complications from dialysis.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants, agreements and obligations contained herein:

SECTION 1 PATIENT TRANSFERS

- 1.1 **Acceptance of Patients.** Upon recommendation of an attending physician, and pursuant to the provisions of this Agreement, Receiving Hospital agrees to accept the transfer of patients in need of acute complications arising from dialysis from Transferring Facility *provided that* customary admission requirements, applicable State and Federal laws and regulations are met, and Receiving Hospital has the capacity and ability to treat the patient, as determined in its sole discretion. A request for a patient transfer shall be made by Transferring Facility as soon as possible once the need for a transfer has been identified. After receiving a transfer request, Receiving Hospital shall exercise its reasonable best efforts to promptly communicate whether it has the capacity to accept the transfer. Receiving Hospital further agrees to exercise its reasonable best efforts to provide for the prompt admission of transferred patients.
- 1.2 **Appropriate Transfer.** It shall be Transferring Facility's responsibility, at no cost to Receiving Facility, to arrange for appropriate and safe transportation and care of the patient during such transport. The Transferring Facility shall assure that the transfer is an "appropriate transfer" as defined in the Emergency Medical Treatment and Active Labor Act ("EMTALA") and related regulations, and is carried out in accordance with any other applicable laws and regulations. The Transferring Facility shall provide all available information regarding the patient when requesting a transfer, and shall comply with Section 2 below regarding the transmission of the patient's medical record to Receiving Hospital.

Direct communication between the patient's attending physician from the Transferring Facility and an attending physician at the Receiving Hospital is required before Receiving Hospital will agree to accept the requested transfer.

- 1.3 **Standard of Performance.** Each Party shall, in performing its obligations under this Agreement, provide patient care services in accordance with the same standards as services provided under similar circumstances to all other patients of such Party, and as may be required by federal and state laws and Medicare/Medicaid certification standards. Each Party shall maintain all legally required certifications and licenses from all applicable governmental and accrediting bodies, and shall maintain full eligibility for participation in Medicare and Medicaid.
- 1.4 **Billing and Collections.** Each Party shall be entitled to bill patients and any third parties responsible for paying a patient's bill, for services rendered to patients by such Party and its employees, agents and representatives, and neither Party will have any liability to the other Party for such charges. Each Party shall be solely responsible for all matters pertaining to its billing and collection of such charges, including all forms, documentation, and insurance verification. The Parties shall reasonably cooperate with each other in the preparation and completion of all forms and documentation necessary for billing.
- 1.5 **Oversight of Transfers.** Transferring Facility and Receiving Hospital shall each designate a representative who shall meet as often as necessary to discuss quality improvement measures related to patient stabilization and/or treatment prior to and subsequent to transfer and patient outcome. The parties agree to reasonably cooperate with each other to oversee performance improvement and patient safety applicable to the activities under this Agreement to the extent permissible under applicable laws. All information obtained and any materials prepared pursuant to this section and used in the course of internal quality control or for the purpose of reducing morbidity and mortality, or for improving patient care, shall be privileged and strictly confidential for use in the evaluation and improvement of patient care according to 735 ILCS 5/8-2101 et. seq., as may be amended from time to time.

SECTION 2 MEDICAL RECORDS

Subject to applicable confidentiality requirements, the Parties shall exchange all information which may be necessary or useful in the care and treatment of a transferred patient, or which may be relevant in determining whether such patient can be adequately cared for by the Receiving Hospital. All such information shall be provided by the Transferring Facility in advance, where possible, and in any event, no later than at the time of the transfer. The Transferring Facility shall send a copy of all patient medical records that are available at the time of transfer to the Receiving Hospital, including documentation pertaining to the transfer. Any other patient records shall be sent as soon as practicable after the transfer. Each Party shall and shall cause its employees and agents to protect the confidentiality of all patient health information, and comply with all applicable state and federal laws and regulations protecting the confidentiality of patients' records, including the privacy and security regulations related to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

SECTION 3 TERMS AND TERMINATION

- 3.1 **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated as provided herein.
- 3.2 **Termination.** This Agreement may be terminated as follows:
- (a) **Termination by Mutual Consent.** The Parties may terminate this Agreement at any time by mutual written consent, and such termination shall be effective upon the date stated in the consent.
 - (b) **Termination without Cause.** Either Party may terminate this Agreement, without cause, upon thirty (30) days prior written notice to the other Party.
 - (c) **Termination for Cause.** A party shall have the right to immediately terminate this Agreement for cause upon the happening of any of the following:
 - (i) If such Party determines that the continuation of this Agreement would endanger patient care.
 - (ii) Violation by the other Party of any material provision of this Agreement, which violation continues for a period of fifteen (15) days after receipt of written notice by the other Party specifying the violation and failure by the other Party to cure.
 - (iii) Exclusion of the other Party from participation in the Medicare or Medicaid programs or conviction of the other Party of a felony related to the provision of health care services.
 - (iv) Except with respect to a change from one accrediting organization to another, the Receiving Hospital's loss or suspension of any certification, license, accreditation (including Health Facilities Accreditation Program ("HFAP") or The Joint Commission ("TJC") or other applicable accreditation), or other approval necessary to render acute patient care services;
 - (v) Except with respect to a change from one accrediting organization to another, the Transferring Facility's loss or suspension of any certification, license, accreditation or other approval necessary to render hemodialysis treatments.

SECTION 4 NON-EXCLUSIVE RELATIONSHIP

This Agreement shall be non-exclusive. Either Party shall be free to enter into similar arrangements at any time with other hospitals or health care entities on either a limited or general basis while this Agreement is in effect. Except in connection with the transfer or treatment of patients, neither Party shall use the other Party's name or marks in any manner whatsoever,

including but not limited to promotional or advertising material, without first obtaining the written consent of the other Party.

SECTION 5 LICENSURE AND INSURANCE

- 5.1 **Licenses, Permits and Certification.** Each party represents to the Other Party that it and all of its employees, agents and representatives possess and shall maintain all required licenses, permits and certifications enabling such Party to provide the services referenced in this Agreement.
- 5.2 **Notification of Claims.** Each Party shall notify the other Party in writing of any action or suit filed, and shall give prompt notice of any claim made, against the Party by any person or entity that may result in litigation related to the subject of this Agreement.

SECTION 6 COMPLIANCE

- 6.1 **Compliance.** At all times, both Parties shall comply with all federal, state and local laws, rules and regulations now in effect or later adopted relating to the services to be provided hereunder. Each Party shall promptly notify the other Party if it receives notice of any actual or alleged infraction or violation of the same, or notice of any suit or action filed or claim made against a Party related to this Agreement.
- 6.2 **Mutual Representations and Warranties.** As of the date hereof and throughout the term of this Agreement, the Receiving Hospital represents and warrants to the Transferring Facility that it: (a) is licensed to operate a general acute care hospital in Illinois; (b) is participating provider in all federally funded health care programs, including Medicare and Medicaid; and (c) is accredited by the HFAP or TJC. As of the date hereof and throughout the term of this Agreement, the Transferring Facility represents and warrants to the Receiving Hospital that it: (a) is licensed and accredited to operate outpatient dialysis treatment centers and clinically manage patients with chronic renal failure in Illinois; and (b) is participating provider in all federally funded health care programs, including Medicare and Medicaid. A Party shall promptly notify the other Party if it is no longer able to support any of the above representations and warranties.

SECTION 7 MISCELLANEOUS

- 7.1 **Insurance.** Each party shall each maintain in full force and effect throughout the term of this Agreement, at its own expense, a policy of comprehensive general liability insurance and professional liability insurance covering it and Transferring Facility's Staff and Receiving Hospital staff and physicians, respectively, each having a combined single limit of not less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate for bodily injury and property damage to insure against any loss, damage or claim arising out of the performance of each party's respective obligations under this Agreement. Each will

provide the other with certificates evidencing said insurance, if and as requested. Both parties further agree to maintain, for a period of not less than three (3) years following the termination of this Agreement, any insurance required hereunder if underwritten on a claims-made basis. Either party may provide for the insurance coverage set forth in this Section through self-insurance.

- 7.1 **Non-Referral of Patients.** Neither Party is under any obligation to refer or transfer patients to the other Party. Neither Party will receive any payment for any patients referred or transferred to the other Party. A Party may refer or transfer patients to any facility based on the professional judgment of the treating physician(s) and the individual needs and wishes of the patient.
- 7.2 **Relationship of the Parties.** The Parties expressly acknowledge that, in performing their respective obligations under this Agreement, each is acting independently. The Parties are not, and shall not be considered to be joint venturers or partners, and nothing herein shall be construed to authorize either Party to act as an agent for the other. Neither Party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other Party.
- 7.3 **Notices.** Any notice required to be given under this Agreement shall be in writing and shall be deemed received when delivered personally or by express courier, or three (3) business days after being sent by prepaid United States certified mail, return receipt requested to each Party as follows:

If to Receiving Hospital: Brian Lemon
President
Northwestern Medicine Central DuPage Hospital
25 N. Winfield Road
Winfield, Illinois 60190

With a copy to: James Dechene
Senior Vice President & General Counsel
211 E. Ontario Street, 18th floor
Chicago, Illinois 60610

If to Transferring Facility: Lori Wright
Fresenius Medical Care Naperbrook, LLC
3500 Lacey Road, Suite 900
Downers Grove, Illinois 60515
Attn: Lori Wright

With a copy to: Fresenius Medical Care Naperbrook, LLC
c/o Fresenius Medical Care North America
920 Winter Street
Waltham, Massachusetts 02451
Attn: Corporate Legal Department

or to such other address of which the receiving Party has given notice pursuant to this Section.

- 7.4 **Assignment.** Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other, except that either Party may assign all or part of its rights and delegate all or part of its obligations under this Agreement to any entity controlled by or under common control with such Party, or a successor in interest to substantially all of the assets of such Party.
- 7.5 **Entire Agreement; Amendment.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except in a writing signed by both Parties. All continuing covenants, duties, and obligations contained herein shall survive the expiration or termination of this Agreement.
- 7.6 **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Illinois without regard to the conflicts of law provisions thereunder.
- 7.7 **Headings.** The headings of sections contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
- 7.8 **Non-discrimination.** Neither Party shall discriminate against any individuals on the basis of race, color, sex, age, religion, national origin, or disability while acting pursuant to this Agreement.
- 7.9 **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be in no way affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
- 7.10 **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto, their respective successors and permitted assigns.
- 7.11 **Waiver.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, agreement, term or condition. Any Party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.
- 7.12 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes

hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the party which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their respective authorized officers, effective as of the day and year first written above.

Northwestern Medicine Central DuPage Hospital

By: _____
Name: _____
Title: _____
Date: _____

**Fresenius Medical Care
Naperville, LLC**

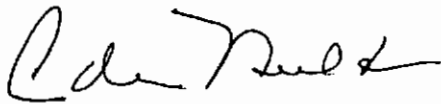
By: 
Name: Coleen Muldoon
Title: Regional Vice President
Date: September 8, 2016

Criterion 1110.1430 (j) – Assurances

I am the Regional Vice President of the West Chicago Region of Fresenius Kidney Care. In accordance with 77 Il. Admin Code 1110.1430, and with regards to Fresenius Kidney Care Wheaton, I certify the following:

1. As supported in this application through expected referrals to Fresenius Kidney Care Wheaton in the first two years of operation, the facility is expected to achieve and maintain the utilization standard, specified in 77 Ill. Adm. Code 1100, of 80% and;
2. Fresenius Kidney Care hemodialysis patients in Illinois have achieved adequacy outcomes of:
 - 90% of patients had a URR $\geq$ 65%
 - 96% of patients had a Kt/V $\geq$ 1.2

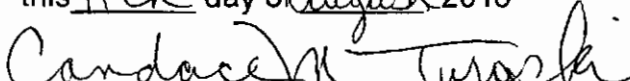
and same is expected for Fresenius Kidney Care Wheaton.



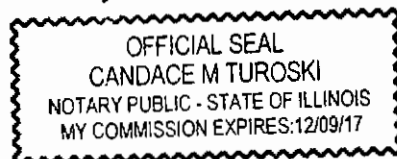
Signature

Coleen Muldoon/Regional Vice President
Name/Title

Subscribed and sworn to before me
this 11th day of August 2016


Signature of Notary

Seal



ATTACHMENT – 26j



September 6, 2016

Joel Miller, CCIM
Senior Advisor, Retail Services
SVN Landmark Commercial Real Estate, LLC.
25 N. Third Street, Suite 200
Geneva, IL 60134

Cushman & Wakefield of
Illinois, Inc.
200 S. Wacker Drive
Suite 2800
Chicago, IL 60606
(312) 470-1800 Tel
(312) 470-3800 Fax
www.cushwake.com

RE: 1101-1245 E Butterfield Rd.
Wheaton, IL 60189
Letter Of Intent

Dear Joel,

Cushman & Wakefield has been exclusively authorized by FRESenius KIDNEY CARE, a wholly owned subsidiary of FRESenius MEDICAL CARE Holdings, Inc. d/b/a FRESenius MEDICAL CARE North America ("FMCNA") to present the following Letter of Intent to lease space from your company.

LANDLORD: Please indicate the ownership entity.

TENANT: Fresenius Medical Care Naperville, LLC or its affiliates.

LOCATION: 1101-1245 E Butterfield Rd.
Wheaton, IL 60189

INITIAL SPACE REQUIREMENTS: Approximately 8,000 sq.ft.

PRIMARY TERM: An initial lease term of 10 years. The Lease and rent would commence on the date that the facility starts treating patients. For purposes of establishing an actual occupancy date, both parties will execute an amendment after occupancy has occurred, setting forth dates for purposes of calculations, notices, or other events in the Lease that may be tied to a commencement date.

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

OPTIONS TO RENEW: Three (3), five (5) year options to renew the Lease. Option rental rates shall be based upon 90% of market rent. Tenant shall provide six months (6) sixty (60) days' prior written notification of its desire to exercise the option.

RENTAL RATE: \$18.00 Net.

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

ESCALATION:	2% per year beginning in the second lease year.
LANDLORD BASE BUILDING WORK:	Landlord shall deliver the premises with the following base building items in place. 1. 2 inch water service. Minimum dynamic pressure of 60 psi. 2. 800 amp 3 phase electrical service. 3. 4 inch sewer line out with positive invert. 4. 24 tons of HVAC service with humidity controls. 5. Insulation of R-30 at ceiling / roof, R-18 minimum at exterior walls. 6. Entire building must sprinklered. 7. Porte Cochere
RENT ABATEMENT:	N/A.
USE:	FRESENIUS KIDNEY CARE shall use and occupy the Premises for the purpose of an outpatient dialysis facility and related office uses and for no other purposes except those authorized in writing by Landlord, which shall not be unreasonably withheld, conditioned or delayed. FRESENIUS KIDNEY CARE may operate on the Premises, at FRESENIUS KIDNEY CARE 's option, on a seven (7) days a week, twenty-four (24) hours a day basis, subject to zoning and other regulatory requirements.
CONTRACTOR FOR TENANT IMPROVEMENTS:	FRESENIUS KIDNEY CARE will hire a contractor and/or subcontractors of their choosing to complete their tenant improvements utilizing the tenant allowance. FRESENIUS KIDNEY CARE shall be responsible for the implementation and management of the tenant improvement construction and will not be responsible to pay for Landlord's project manager, if any. Tenant will need 4 months to complete its interior improvements.
DELIVERIES:	FRESENIUS KIDNEY CARE requires delivery access to the Premises 24 hours per day, 7 days per week.
EMERGENCY GENERATOR:	FRESENIUS KIDNEY CARE shall have the right, at its cost, to install an emergency generator to service the Premises in a location to be mutually agreed upon between the parties.
SPACE PLANNING/ ARCHITECTURAL AND MECHANICAL DRAWINGS:	FRESENIUS KIDNEY CARE will provide all space planning and architectural and mechanical drawings required to build out the tenant improvements, including construction drawings stamped by a licensed architect and submitted for approvals and permits. All building permits shall be the Tenant's responsibility.

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

PARKING: Landlord will provide a parking ratio of 5 per 1,000 RSF with as many of those spaces as possible to be directly in front of the building for patient use. FRESENIUS KIDNEY CARE shall require that 10% of the parking be designated handicapped spaces plus one ambulance space (cost to designate parking spaces to be at Landlord's sole cost and expense). FMC will need at least 45 parking stalls.

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

CORPORATE IDENTIFICATION: Tenant shall have signage rights in accordance with local code.

COMMON AREA EXPENSES AND REAL ESTATE TAXES: Tenant shall be responsible for all Real Estate Taxes and Operating Expenses, Insurance on its proportionate share of the leased premises associated with the building.

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

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

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

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

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

UTILITIES:

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

SURRENDER:

At any time prior to the expiration or earlier termination of the Lease, Tenant may remove any or all the alterations, additions or installations, installed by or on behalf of Tenant, in such a manner as will not substantially injure the Premises. Tenant agrees to restore the portion of the Premises affected by Tenant's removal of such alterations, additions or installations to the same condition as existed prior to the making of such alterations, additions, or installations. Upon the expiration or earlier termination of the Lease, Tenant shall turn over the Premises to Landlord in good condition, ordinary wear and tear, damage or destruction by fire, flood, storm, civil commotion, or other unavoidable cause accepted.

**ZONING AND
RESTRICTIVE COVENANTS:**

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

FLOOD PLAIN:

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

CAPITALIZATION TEST:

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

FINANCING:

Landlord will provide a non-disturbance agreement.

EXCLUSIVITY

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

ENVIRONMENTAL:

Landlord will provide all environmental soil tests to tenant.

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

DRAFT LEASE: FRESenius KIDNEY CARE requires the use of its Standard Form Lease.

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

LEASE SECURITY: Fresenius Medical Holdings Corp shall fully guarantee the lease. Financials will be provided to the Landlord.

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

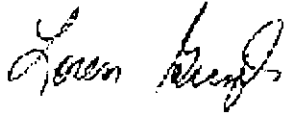
NON-BINDING NATURE: This proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive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

CON Approval: The lease shall be contingent upon Tenant's award of a Certificate of Need by the Illinois Health Facilities Planning Commission. Estimated approval month is March 2017.

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

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

Sincerely,



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

CC: Mr. Bill Popken

AGREED AND ACCEPTED this 7th day of September, 2016

By: 

Title: Regional Vice President

AGREED AND ACCEPTED this ____ day of _____, 2016

By:

Title:

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

Criterion 1120.310 Financial Viability

Financial Viability Waiver

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

2014 Financial Statements for Fresenius Medical Care Holdings, Inc. were submitted previously to the Board with #15-022, Fresenius Medical Care Blue Island. 2015 Financial Statements for Fresenius Medical Care Holdings, Inc. were submitted previously to the Board with #16-023, Fresenius Kidney Care East Aurora. These are the same financials that pertain to this application. In order to reduce bulk these financials can be referred to if necessary.

Criterion 1120.310 (c) Reasonableness of Project and Related Costs

Read the criterion and provide the following:

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

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	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		172.00			6,240			1,073,280	1,073,280
Contingency		17.00			6,240			106,080	106,080
Total Clinical		\$189.00			6,240			\$1,179,360	\$1,179,360
Non Clinical		172.00			1,760			302,720	302,720
Contingency		17.00			1,760			29,920	29,920
Total Non		\$189.00			1,760			\$332,640	\$332,640
TOTALS		\$189.00			8,000			\$1,512,000	\$1,512,000
* Include the percentage (%) of space for circulation									

Criterion 1120.310 (d) – Projected Operating Costs

Year 2019

Estimated Personnel Expense: \$835,698
 Estimated Medical Supplies: \$173,520
 Estimated Other Supplies: \$727,866
 \$1,737,084

Estimated Annual Treatments: 8,986

Cost Per Treatment: \$193.31

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

Year 2019

Depreciation/Amortization: \$150,000
 Interest \$0
 Capital Costs: \$150,000

Treatments: 8,986

Capital Cost per Treatment \$16.69

Criterion 1120.310(a) Reasonableness of Financing Arrangements

Fresenius Medical Care Naperville, LLC

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

By: *Eden Thiel*
Title: Regional Vice President

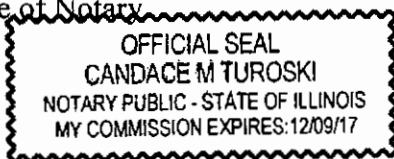
Notarization:

Subscribed and sworn to before me
this 12th day of August, 2016

Candace M. Turosski

Signature of Notary

Seal



Criterion 1120.310(a) Reasonableness of Financing Arrangements

Fresenius Medical Care Holdings, Inc.

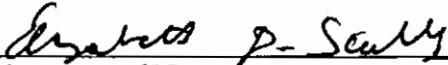
The applicant is paying for the project with cash on hand, and not borrowing any funds for the project. However, per the Board's rules the entering of a lease is treated as borrowing. As such, we are attesting that the entering into of a lease (borrowing) is less costly than the liquidation of existing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

By: 
Title: Maria T. C. Notar
Assistant Treasurer

By: 
Title: Bryan Mello
Assistant Treasurer

Notarization:

Subscribed and sworn to before me
this 18th day of August, 2016


Signature of Notary

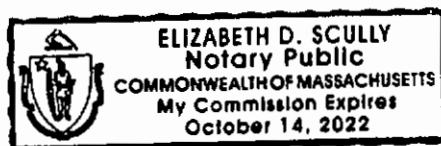
Seal

Notarization:

Subscribed and sworn to before me
this _____ day of _____, 2016

Signature of Notary

Seal



Criterion 1120.310(b) Conditions of Debt Financing

Fresenius Medical Care Naperbrook, LLC

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

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

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

By: *[Signature]*

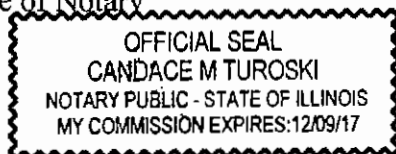
ITS: Regional Vice President

Notarization:

Subscribed and sworn to before me
this 12th day of August 2016

Candace M. Turosski
Signature of Notary

Seal



Criterion 1120.310(b) Conditions of Debt Financing

Fresenius Medical Care Holdings, Inc.

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

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

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

By: [Signature]
ITS: Maria T. C. Notar
Assistant Treasurer

By: [Signature]
ITS: Bryan Mello
Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this 18th day of August, 2016

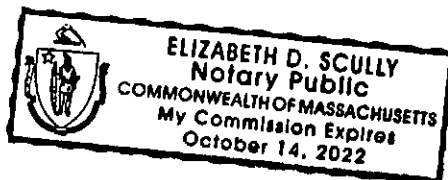
[Signature]
Signature of Notary

Seal

Notarization:
Subscribed and sworn to before me
this _____ day of _____, 2016

Signature of Notary

Seal



Safety Net Impact Statement

The establishment of the Fresenius Kidney Care Wheaton dialysis facility will not have any impact on safety net services in the Wheaton area of DuPage County. Outpatient dialysis services are not typically considered "safety net" services, to the best of our knowledge. However, we do provide care for patients in the community who are economically challenged and/or who are undocumented aliens, who do not qualify for Medicare/Medicaid pursuant to an Indigent Waiver policy. We assist patients who do not have insurance in enrolling when possible in Medicaid for ESRD or insurance on the Healthcare Marketplace. Also our social services department assists patients who have issues regarding transportation and/or who are wheel chair bound or have other disabilities which require assistance with respect to dialysis services and transport to and from the unit.

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

Fresenius Kidney Care is a for-profit publicly traded company and is not required to provide charity care, nor does it do so according to the Board's definition. However, Fresenius Kidney Care provides care to patients who do not qualify for any type of coverage for dialysis services. These patients are considered "self-pay" patients. They are billed for services rendered, and after three statement reminders the charges are written off as bad debt. Collection actions are not initiated unless the applicants are aware that the patient has substantial financial resources available and/or the patient has received reimbursement from an insurer for services we have rendered, and has not submitted the payment for same to the applicants. Fresenius notes that as a for profit entity, it does pay sales, real estate and income taxes. It also does provide community benefit by supporting various medical education activities and associations, such as the Renal Network, National Kidney Foundation and American Kidney Fund.

The table on the following page shows the amount of "self-pay" care and Medicaid services provided for the 3 fiscal years prior to submission of the application for all Fresenius Kidney Care facilities in Illinois.

CHARITY CARE			
	2013	2014	2015
Net Revenue	\$398,570,288	\$411,981,839	\$438,247,352
Charity *			
(# of self-pay patients)	499	251 ¹	195 ²
Charity (cost in dollars)	\$5,346,976	\$5,211,664	\$2,983,427
Ratio Charity Care Cost to Net Patient Revenue	1.34%	1.27%	0.68%
MEDICAID			
	2013	2014	2015
Medicaid (# of patients)	1,660	750	396 ³
Medicaid (revenue)	\$31,373,534	\$22,027,882	\$7,310,484
Ratio Medicaid to Net Patient Revenue	7.87%	5.35%	1.67%

Note:

- 1) Charity (self-pay) patient numbers decreased however treatments were higher per patient resulting in similar costs as 2013.
- 2) Charity (self-pay) patient numbers continue to decrease as Fresenius Financial Coordinators assist patients in signing up for health insurance in the Healthcare Marketplace. Patients who cannot afford the premiums have them paid by the American Kidney Fund.
- 3) Medicaid number of patients is decreasing as Fresenius Financial Coordinators assist patients in signing up for health insurance in the Healthcare Marketplace. Patients who cannot afford the premiums have them paid by the American Kidney Fund.

Charity Care Information

The applicant(s) do not provide charity care at any of their facilities per the Board's definition of charity care because self-pay patients are billed and their accounts are written off as bad debt. Fresenius takes Medicaid patients without limitations or exception. The applicant(s) are for profit corporations and do not receive the benefits of not for profit entities, such as sales tax and/or real estate exemptions, or charitable donations. The applicants are not required, by any State or Federal law, including the Illinois Healthcare Facilities Planning Act, to provide charity care. The applicant(s) are prohibited by Federal law from advising patients that they will not be invoiced for care, as this type of representation could be an inducement for patients to seek care prior to qualifying for Medicaid, Medicare or other available benefits. Self-pay patients are invoiced and then the accounts written off as bad debt.

Uncompensated care occurs when a patient is not eligible for any type of insurance coverage (whether private or governmental) and receives treatment at our facilities. It is rare in Illinois for patients to have no coverage as patients who are not Medicare eligible are Medicaid eligible or are able to purchase insurance on the Healthcare Marketplace with premiums paid for by The American Kidney Fund. This represents a small number of patients, as Medicare covers all dialysis services as long as an individual is entitled to receive Medicare benefits (i.e. has worked and paid into the social security system as a result) regardless of age. In addition, in Illinois Medicaid covers patients who are undocumented for ESRD only. Also, the American Kidney Fund funds health insurance premiums for patients who meet the AKF's financial parameters and who suffer from end stage renal disease (see uncompensated care attachment). The applicants work with patients to procure coverage for them as possible whether it be Medicaid, Medicare and/or coverage on the Healthcare Marketplace funded by AKF. The applicants donate to the AKF to support its initiatives as do most dialysis providers.

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

Nearly all dialysis patients in Illinois will qualify for some type of coverage and Fresenius works aggressively with the patient to obtain insurance coverage for each patient.

Uncompensated Care For All Fresenius Facilities in Illinois

CHARITY CARE			
	2013	2014	2015
Net Patient Revenue	\$398,570,288	\$411,981,839	\$438,247,352
Amount of Charity Care (charges)	\$5,346,976	\$5,211,664	\$2,983,427
Cost of Charity Care	\$5,346,976	\$5,211,664	\$2,983,427
Ratio Charity Care Cost to Net Patient Revenue	1.34%	1.27%	0.68%

Fresenius Medical Care North America - Community Care

Fresenius Medical Care North America (FMCNA) assists all of our patients in securing and maintaining insurance coverage when possible.

American Kidney Fund

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

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

Our team of Financial Coordinators and Social Workers assist patients in purchasing insurance on the Healthcare Marketplace and then connects patients who cannot afford to pay their insurance premiums, with AKF, which provides financial assistance to the patients for this purpose. The benefit of working with the AKF is that the insurance coverage which AKF facilitates applies to all of the patient's insurance needs, not just coverage for dialysis services.

Indigent Waiver Program

FMCNA has established an indigent waiver program to assist patients who are unable to obtain insurance coverage or who lack the financial resources to pay for medical services.

In order to qualify for an indigent waiver, a patient must satisfy eligibility criteria for both annual income and net worth.

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

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

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

IL Medicaid and Undocumented patients

FMCNA has a bi-lingual Regional Insurance Coordinator who works directly with Illinois Medicaid to assist patients with Medicaid applications. An immigrant who is unable to produce proper documentation

will not be eligible for Medicaid unless there is a medical emergency. ESRD is considered a medical emergency.

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

FMCNA Collection policy

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

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

Medicare and Medicaid Eligibility

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

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

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

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

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

Self-Pay

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

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



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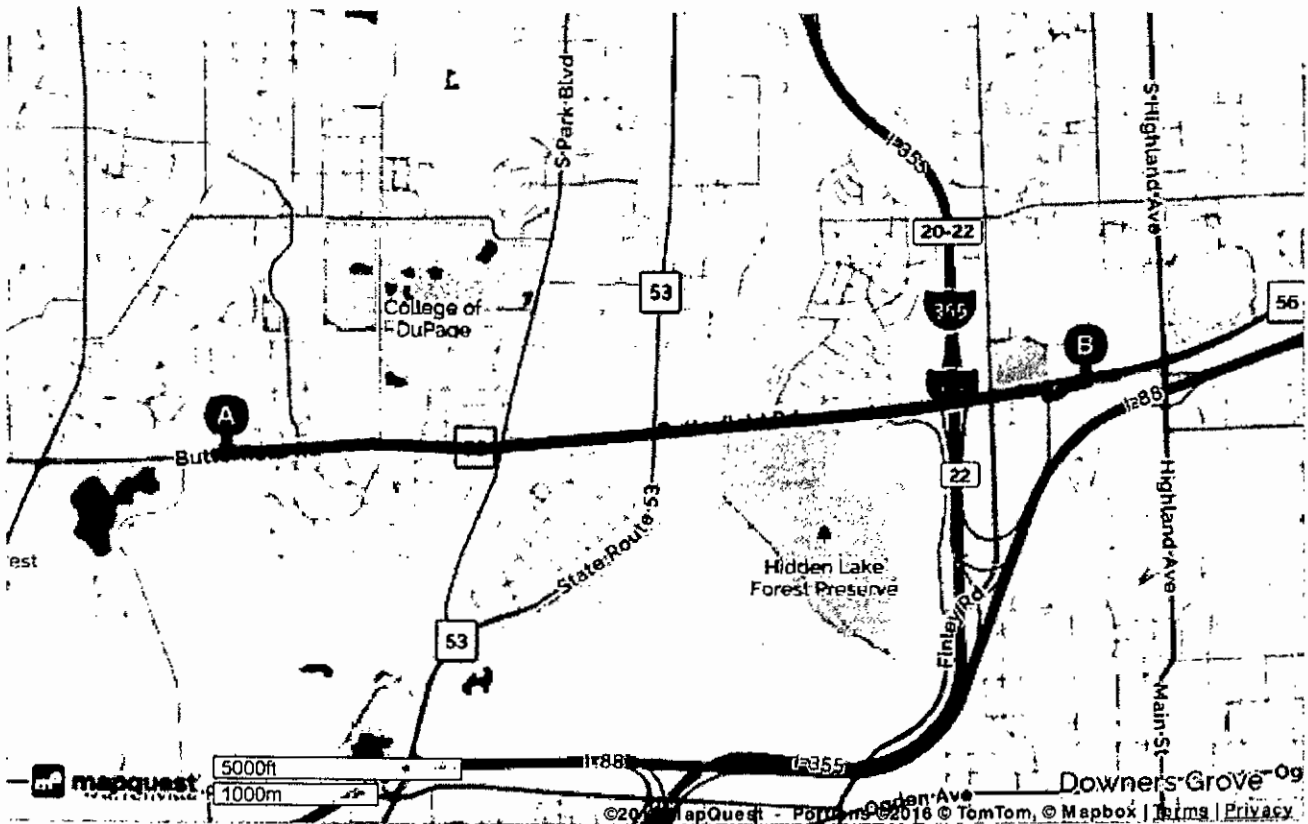
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Downers Grove, IL 60515-1032

3.95 miles / 8 minutes

Notes

TO USRC OAK BROOK



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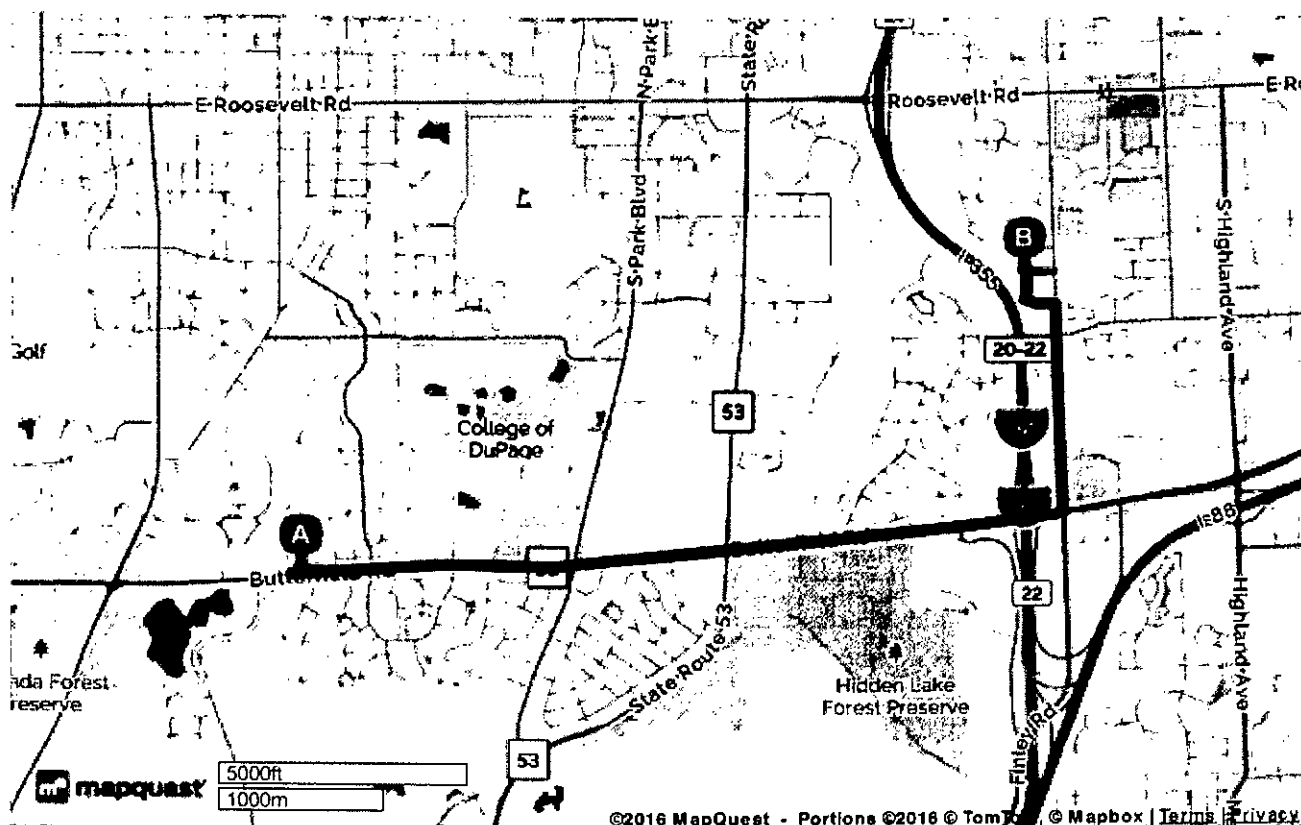
1940 Springer Dr

Lombard, IL 60148-6417

4.63 miles / 9 minutes

Notes

TO FRESENIUS LOMBARD



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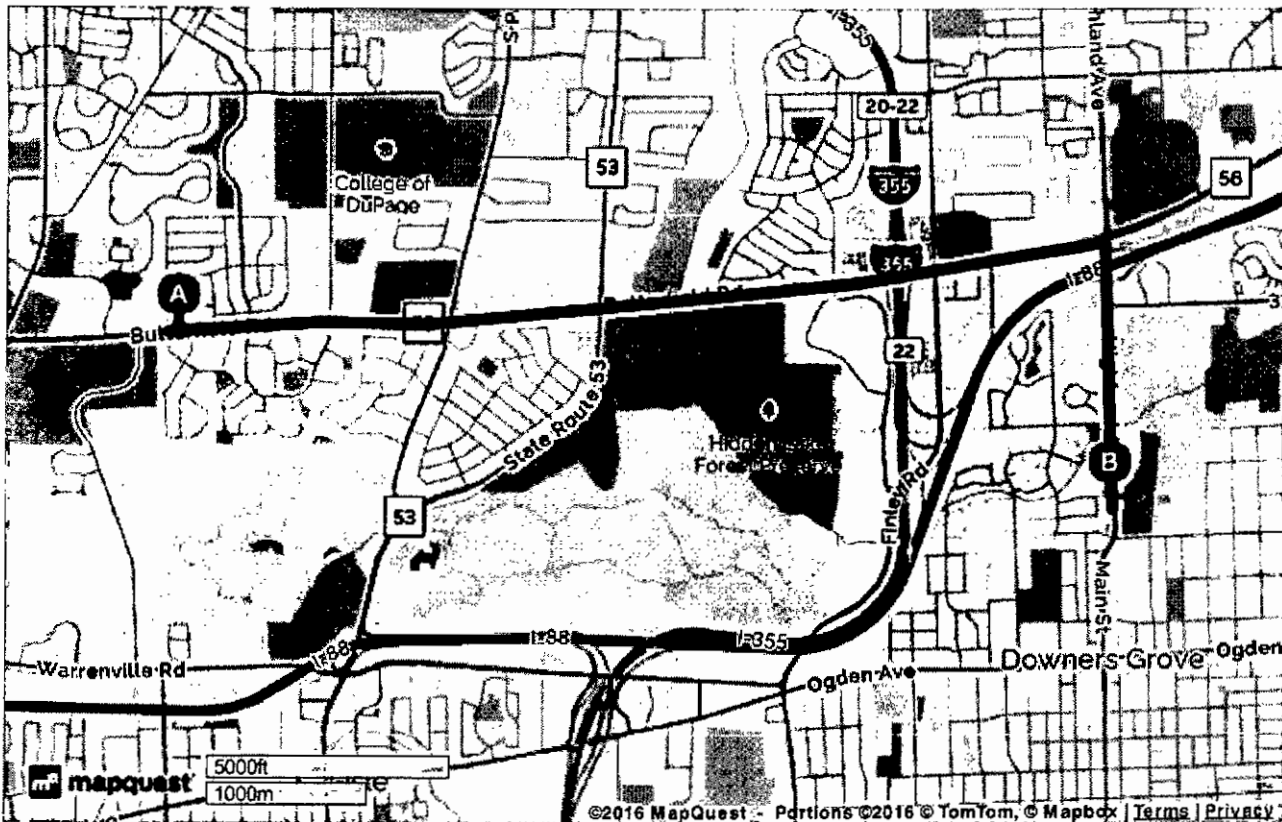
3825 Highland Ave

Downers Grove, IL 60515

5.43 miles / 10 minutes

Notes

TO FRESNIUS DOWNERS GROVE



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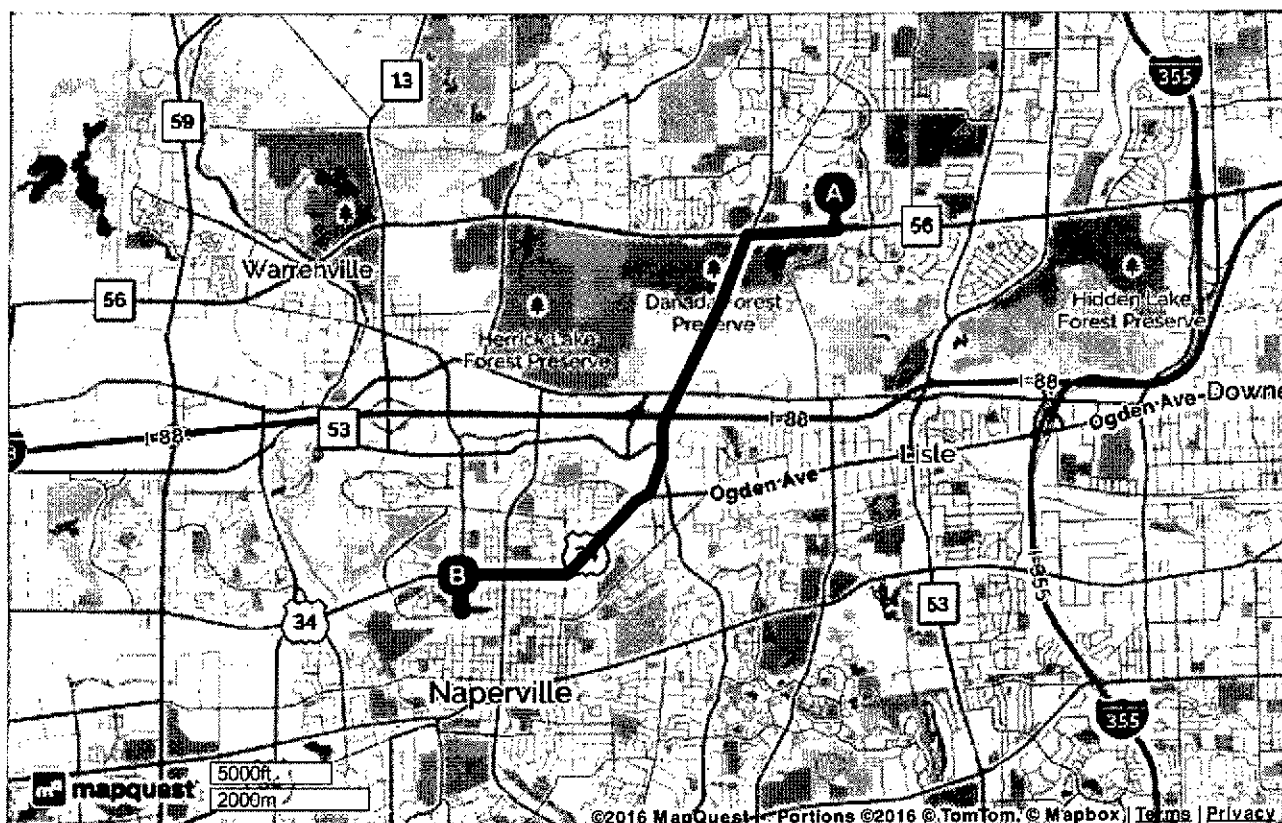
516 W 5th Ave

Naperville, IL 60563-2901

5.59 miles / 11 minutes

Notes

TO FRESENIUS NAPERVILLE NORTH



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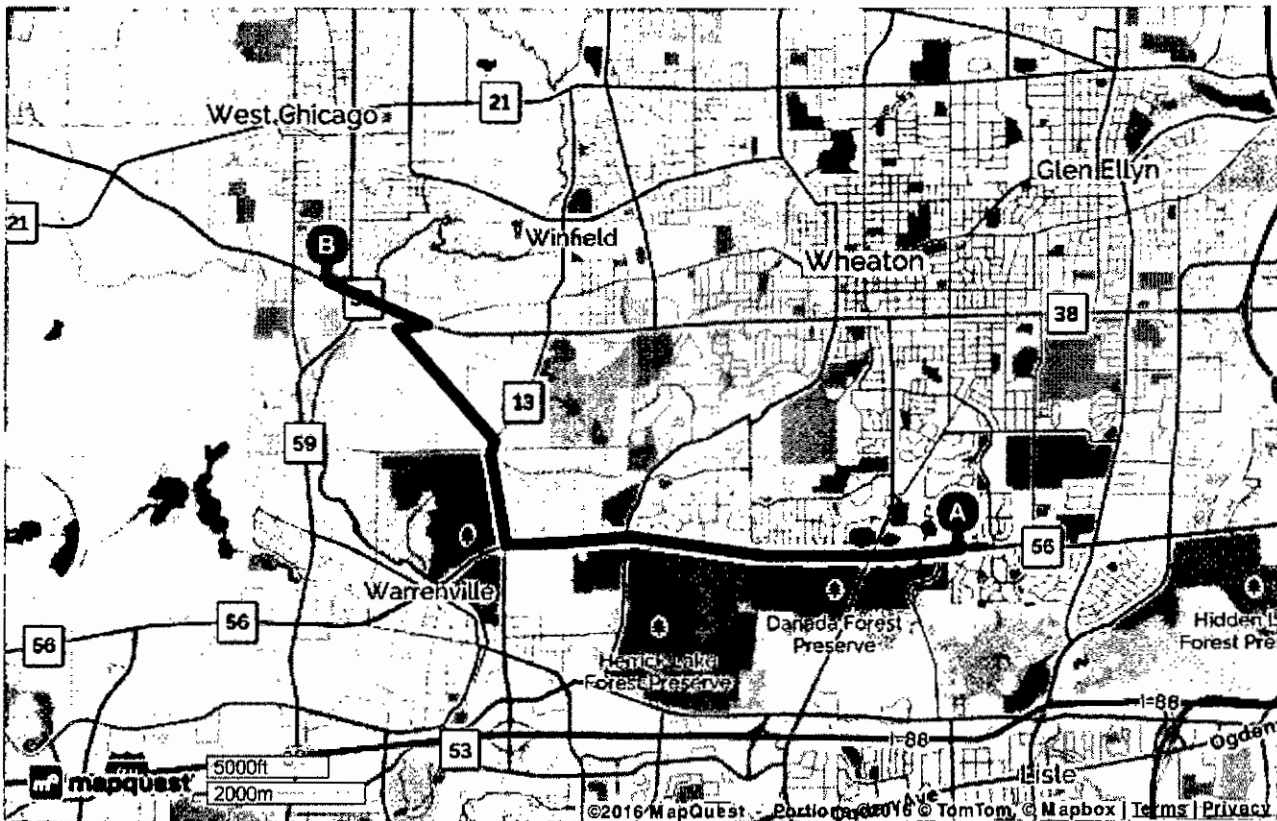
450 E Roosevelt Rd

West Chicago, IL 60185-3905

7.50 miles / 11 minutes

Notes

TO FRESINIUS DUPAGE WEST



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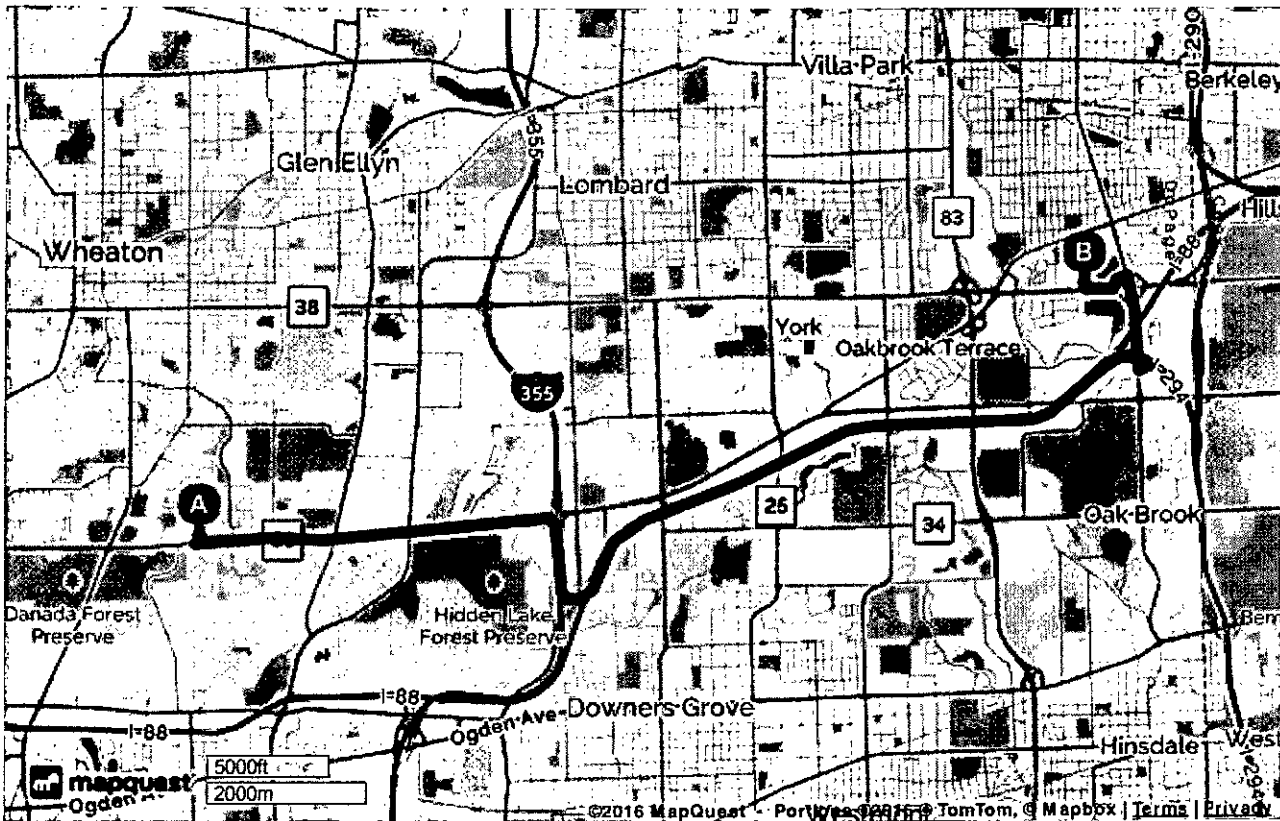
133 E Brush Hill Rd

Elmhurst, IL 60126-5658

11.25 miles / 16 minutes

Notes

TO FRESENIUS ELMHURST



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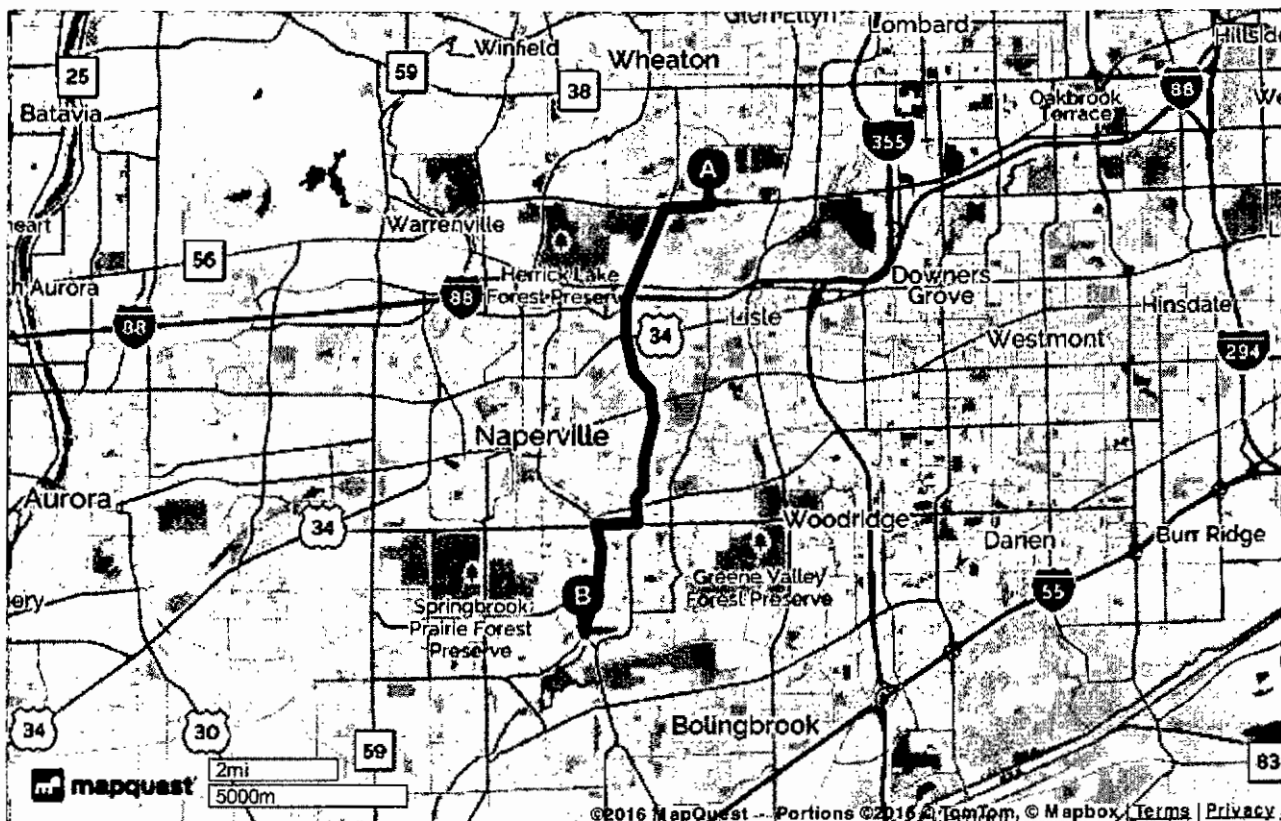
2451 S Washington St

Naperville, IL 60565-5419

9.44 miles / 18 minutes

Notes

TO FRESINIUS NAPERBROOK



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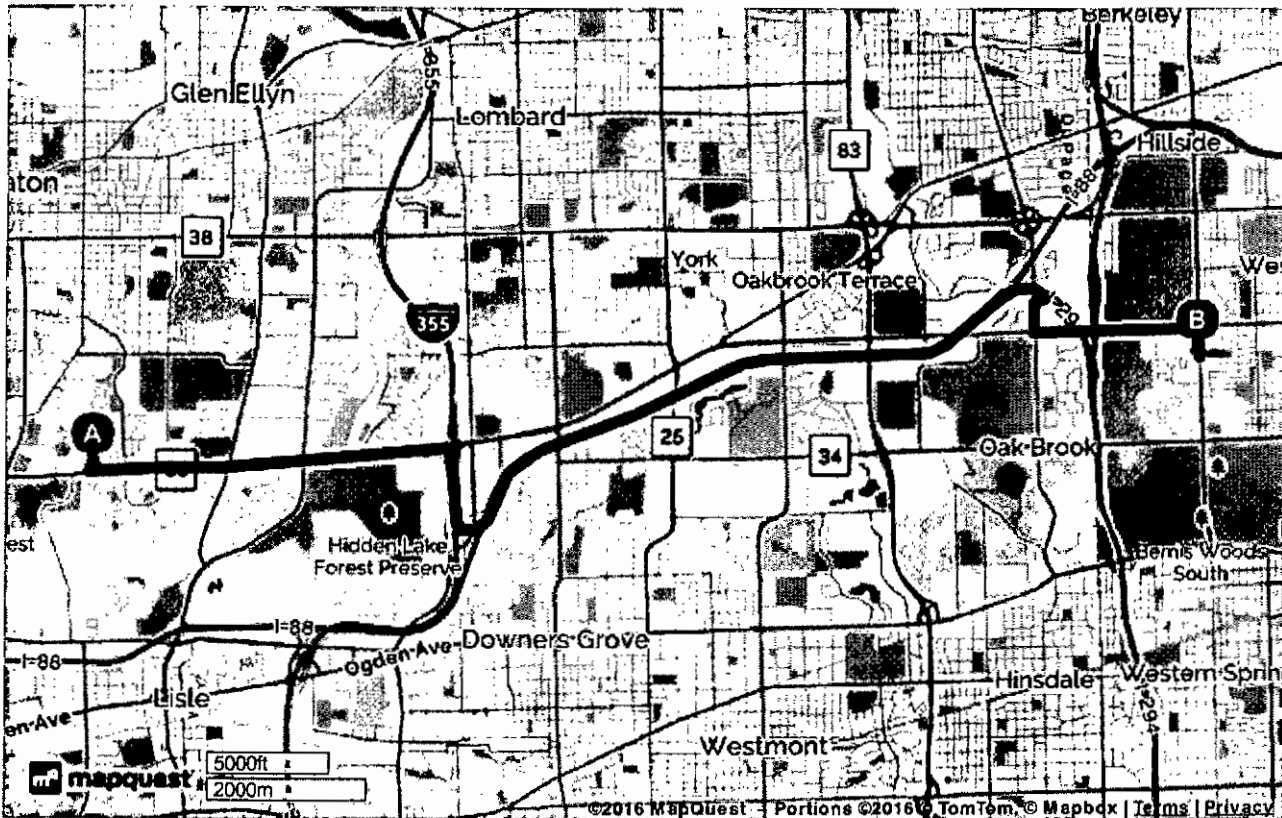
2400 S Wolf Rd

Westchester, IL 60154

11.99 miles / 18 minutes

Notes

TO FRESenius WESTCHESTER



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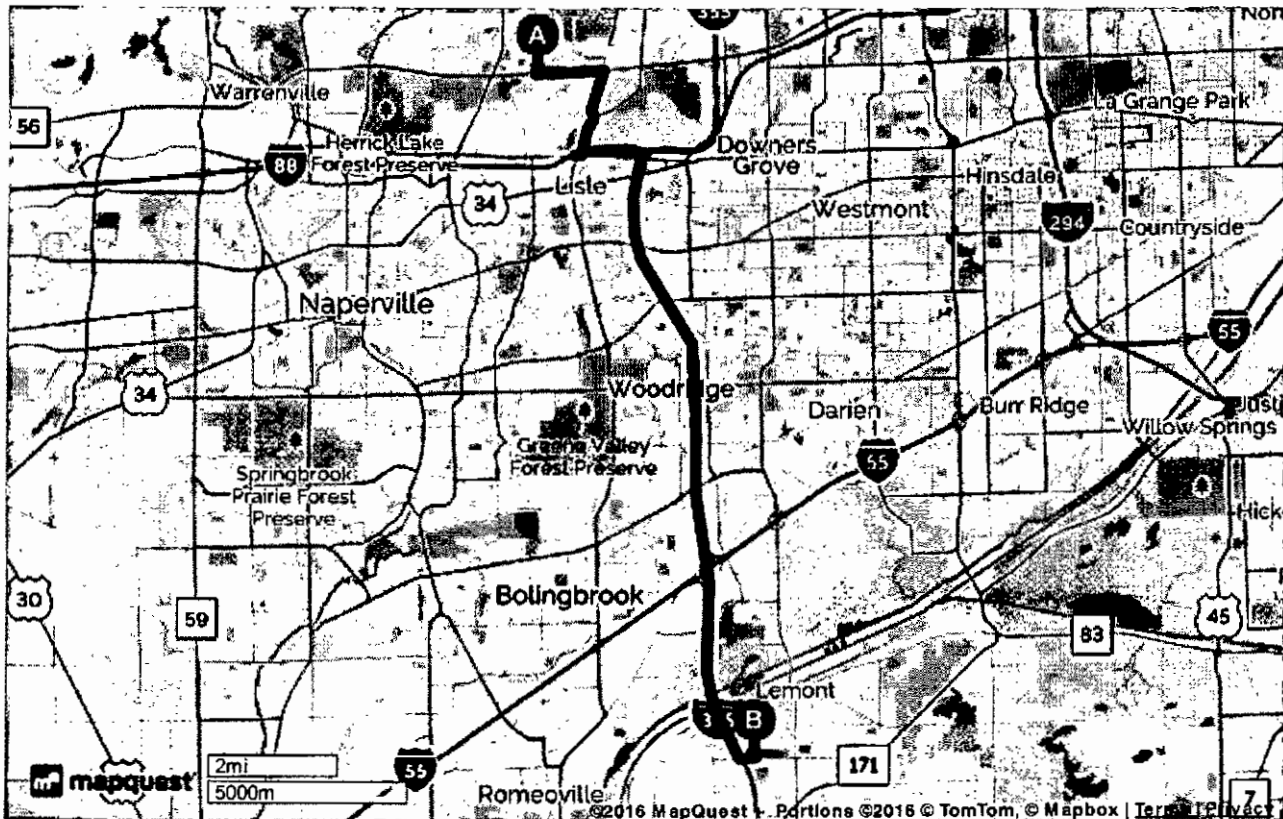
16177 W 127th St

Lemont, IL 60439-7501

15.53 miles / 18 minutes

Notes

TO FRESINIUS LEMONT



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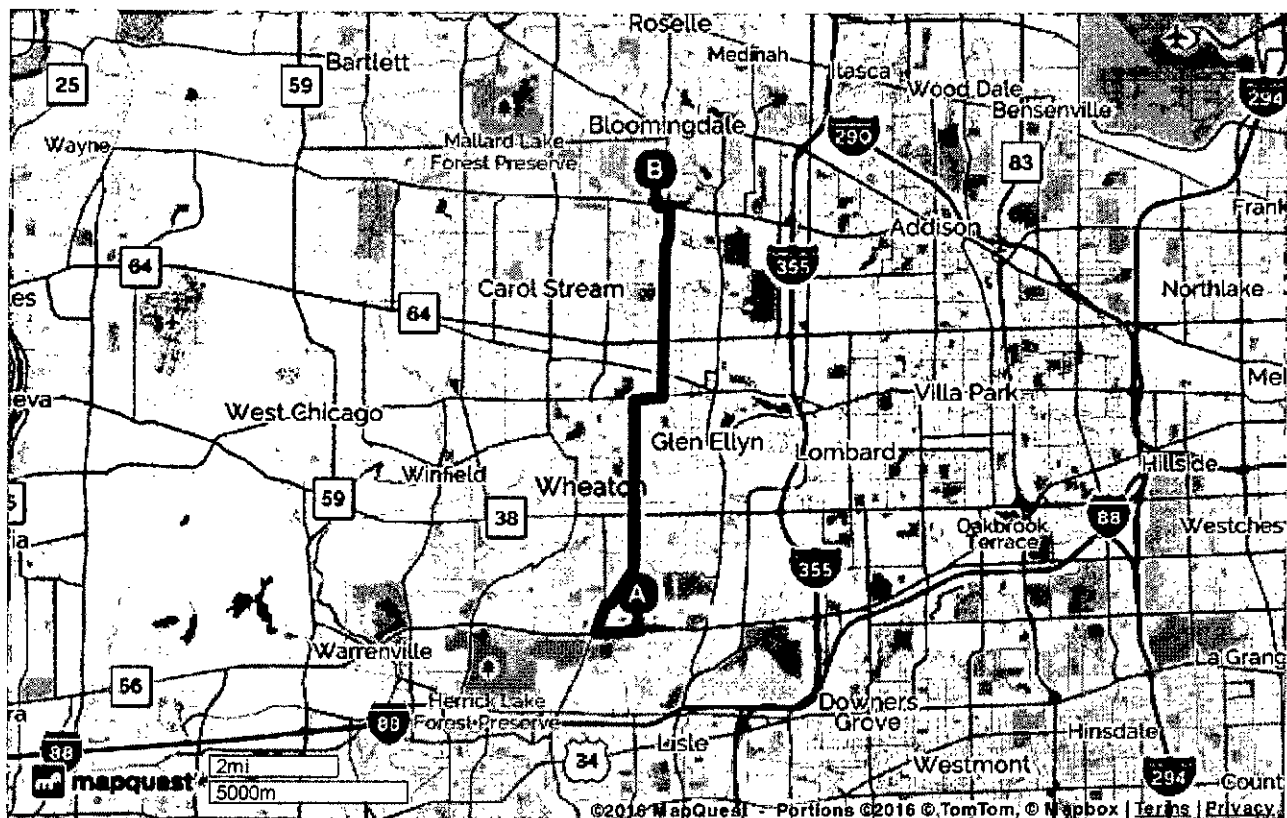
130 E Army Trail Rd

Glendale Heights, IL 60108

9.18 miles / 19 minutes

Notes

TO FRESNIUS GLENDALE HEIGHTS



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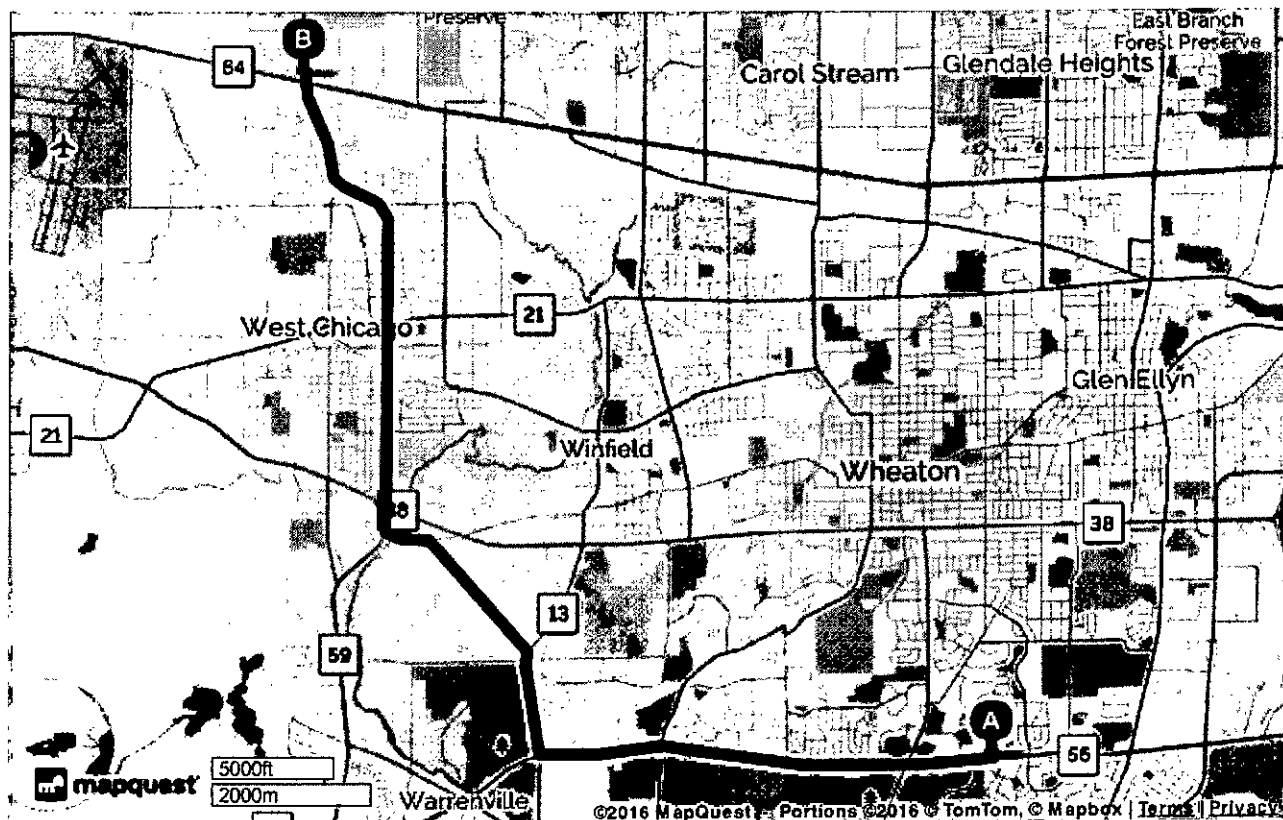
1859 N Neltnor Blvd

West Chicago, IL 60185-5900

11.00 miles / 19 minutes

Notes

TO FRESINIUS WEST CHICAGO



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9/1/2016 1:09 PM



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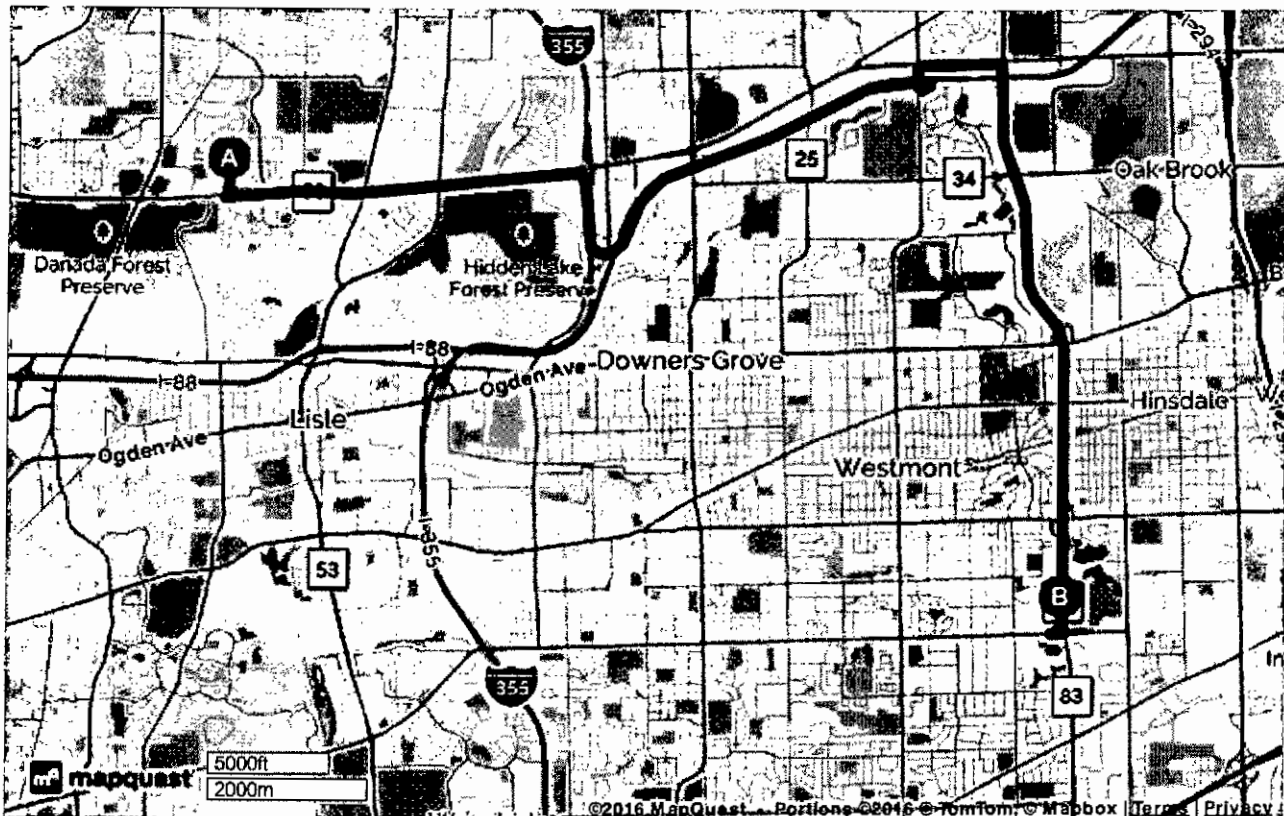
[16W001 - 15W599] 63rd St, 83

Willowbrook, IL 60527

13.82 miles / 19 minutes

Notes

TO FRESINIUS WILLOWBROOK



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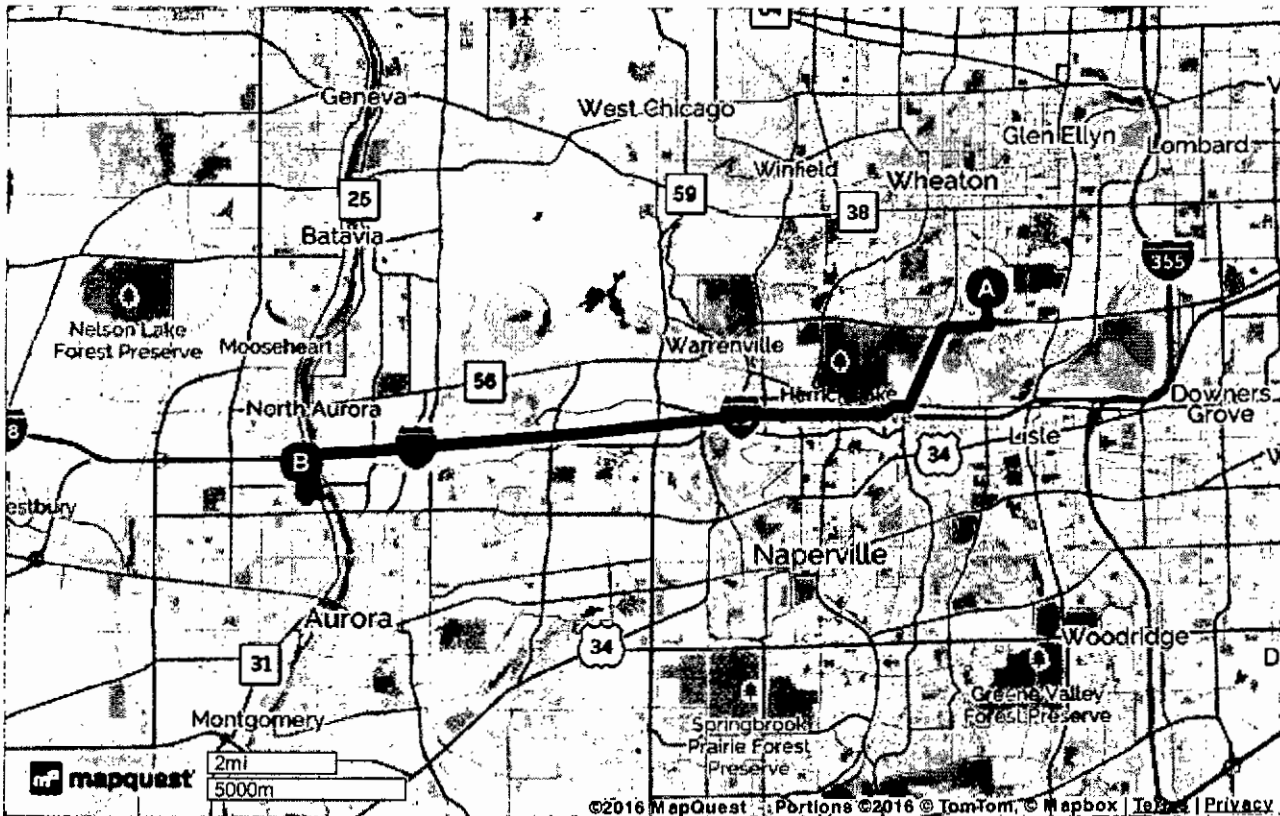
455 Mercy Ln

Aurora, IL 60506-2462

14.67 miles / 19 minutes

Notes

TO FRESENIUS AURORA



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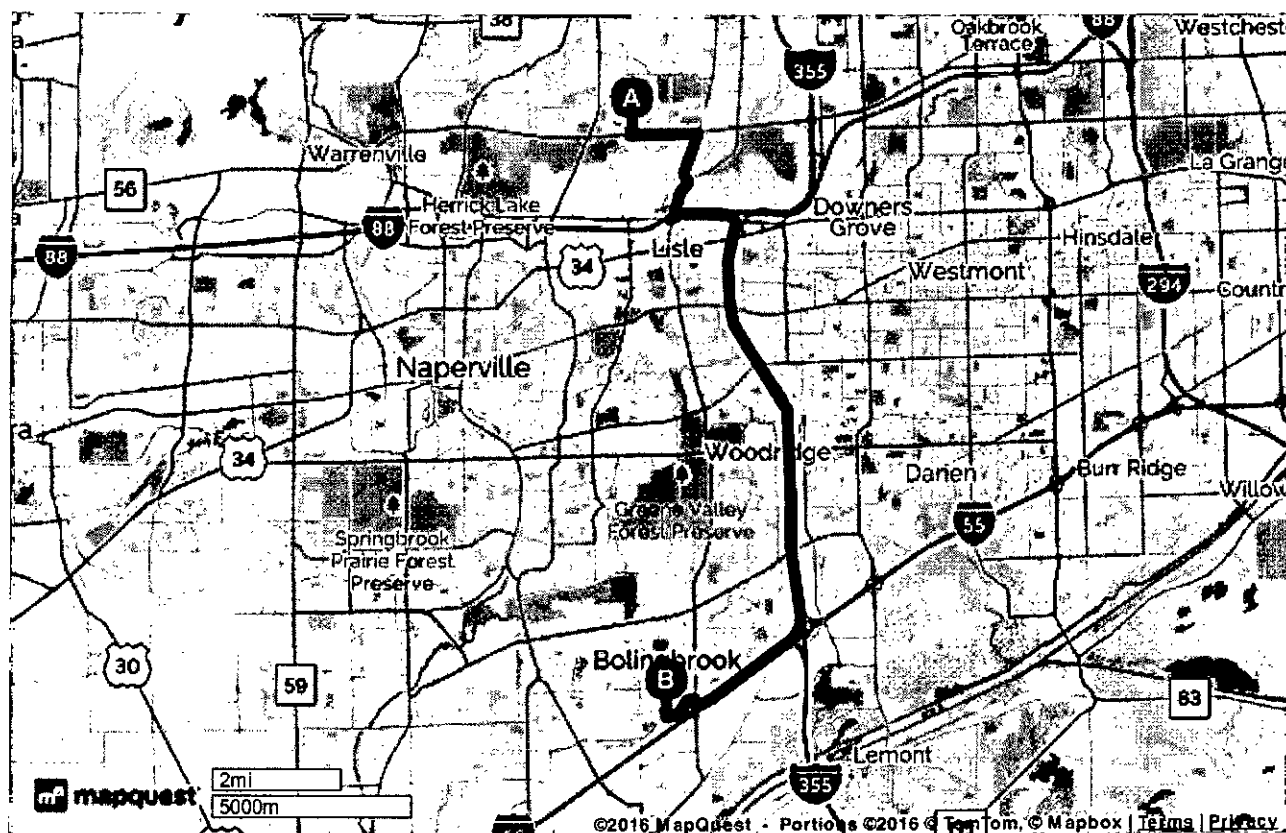
329 Remington Blvd

Bolingbrook, IL 60440-4921

14.78 miles / 19 minutes

Notes

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9/1/2016 10:34 AM

125



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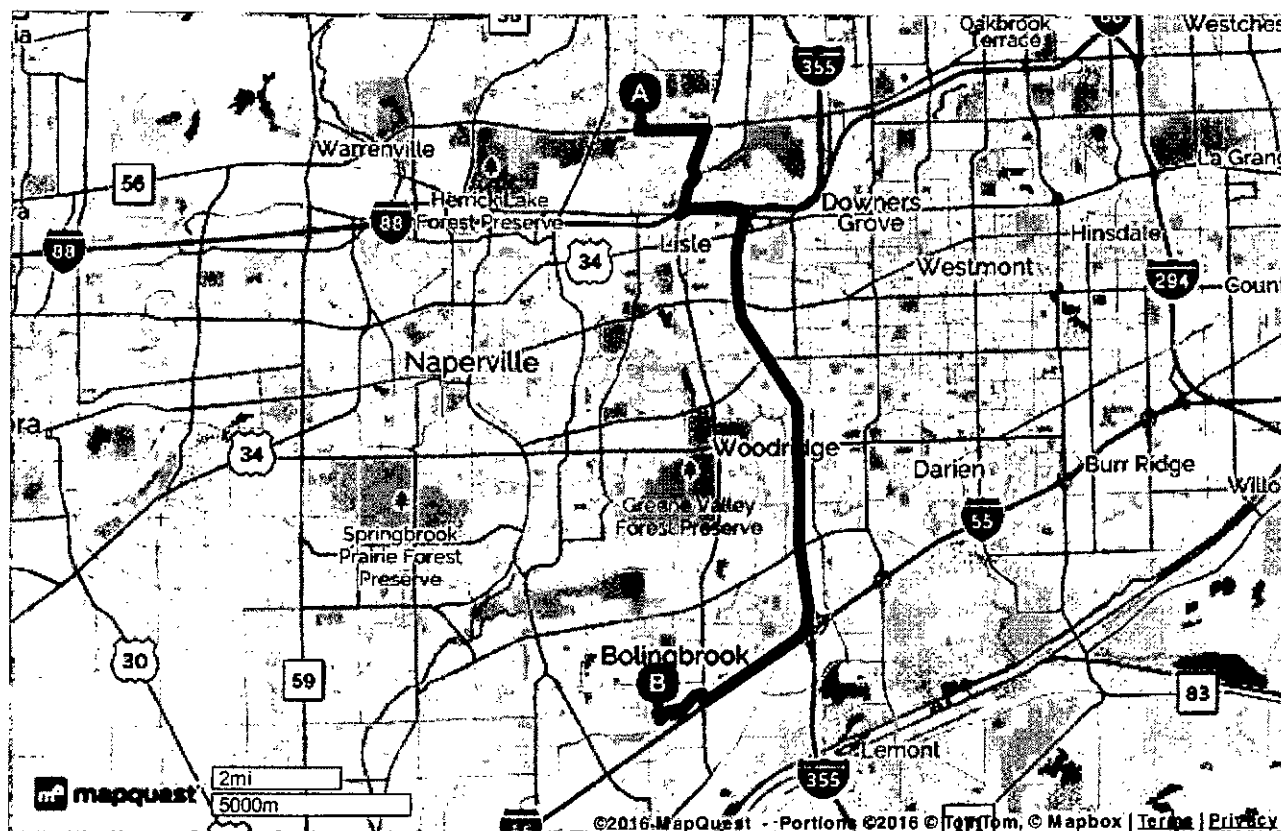
396 Remington Blvd

Bolingbrook, IL 60440-4302

15.08 miles / 19 minutes

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TO USRC BOLINGBROOK



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126



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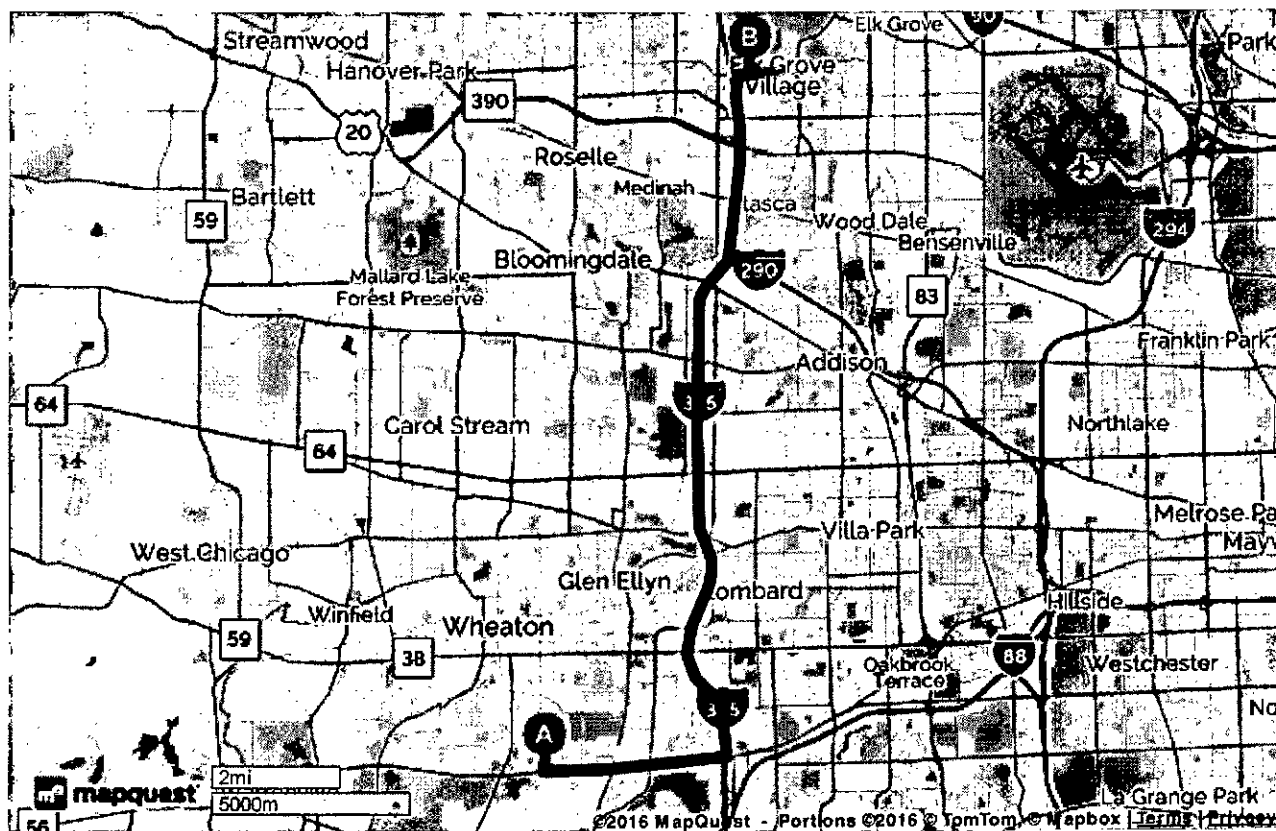
901 Biesterfield Rd

Elk Grove Village, IL 60007-3354

15.94 miles / 19 minutes

Notes

TO FRESenius ELK GROVE VILLAGE



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9/1/2016 10:25 AM



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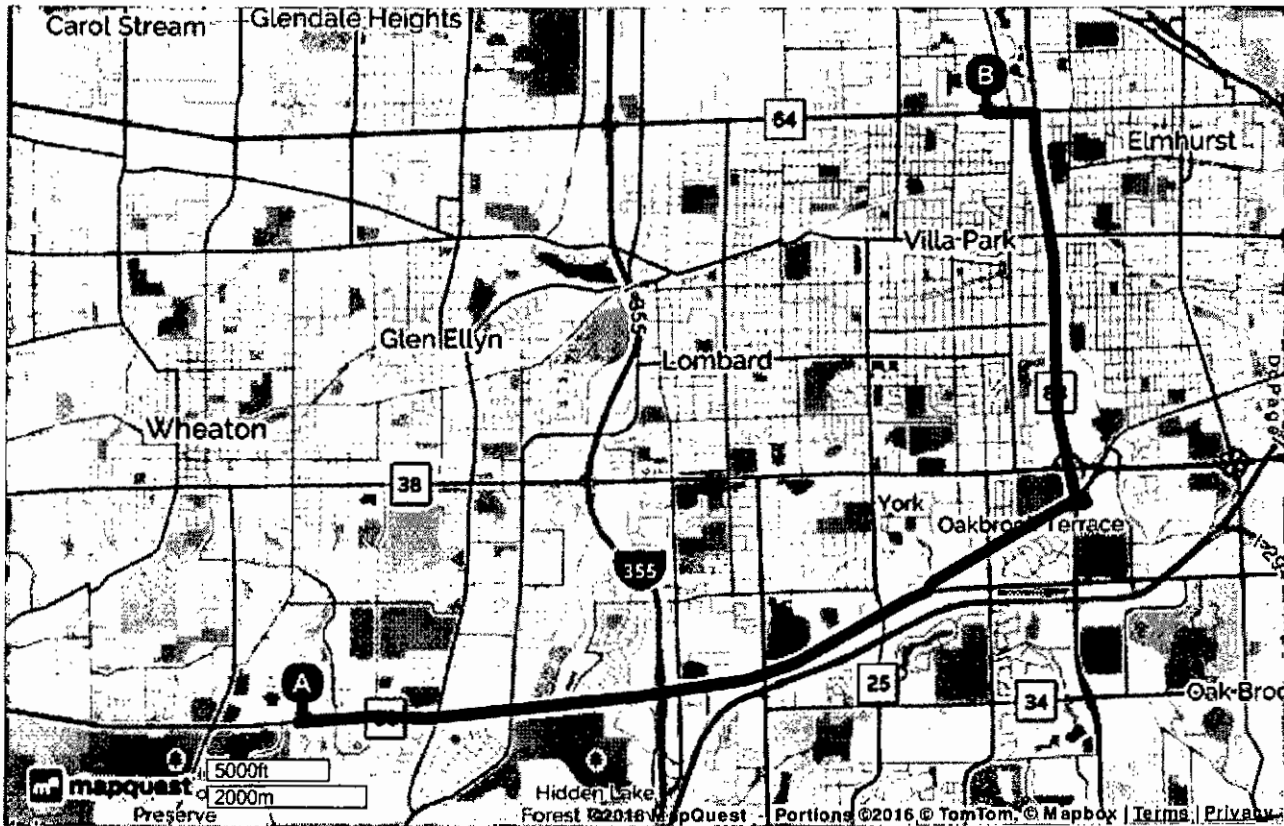
200 E North Ave

Villa Park, IL 60181-1221

11.51 miles / 21 minutes

Notes

TO USRC VILLA PARK



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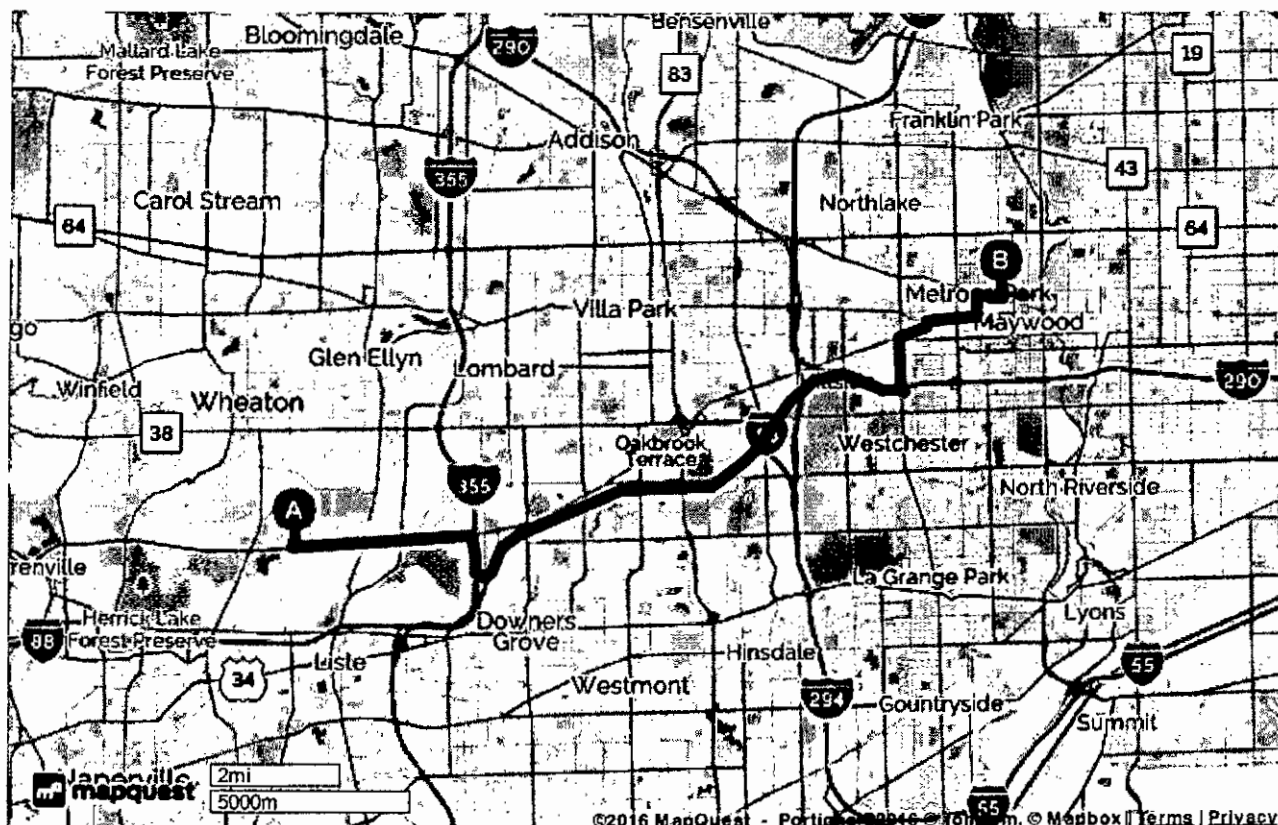
1111 Superior St

Melrose Park, IL 60160-4137

16.38 miles / 25 minutes

Notes

TO FRESenius MELROSE PARK



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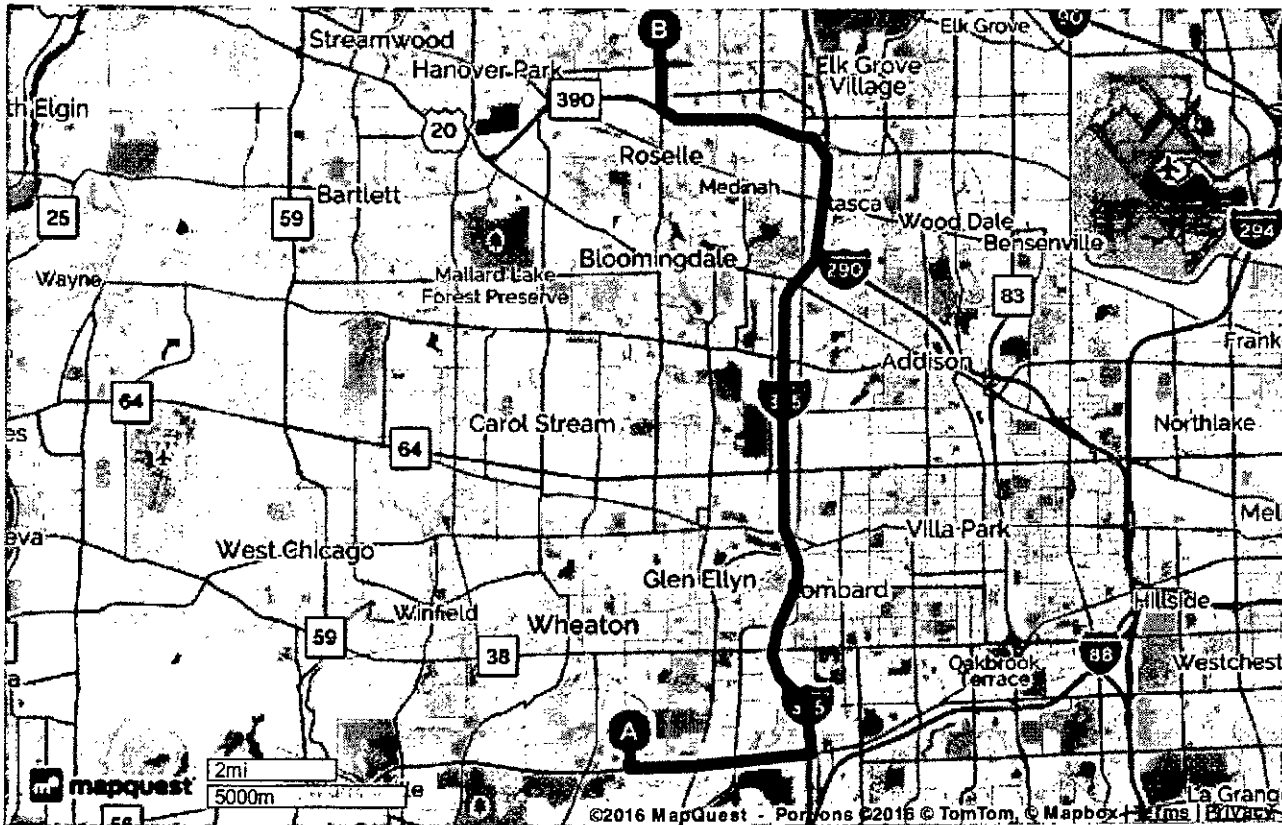
1156 S Roselle Rd

Schaumburg, IL 60193-4072

18.40 miles / 25 minutes

Notes

TO DAVITA SCHAUMBURG



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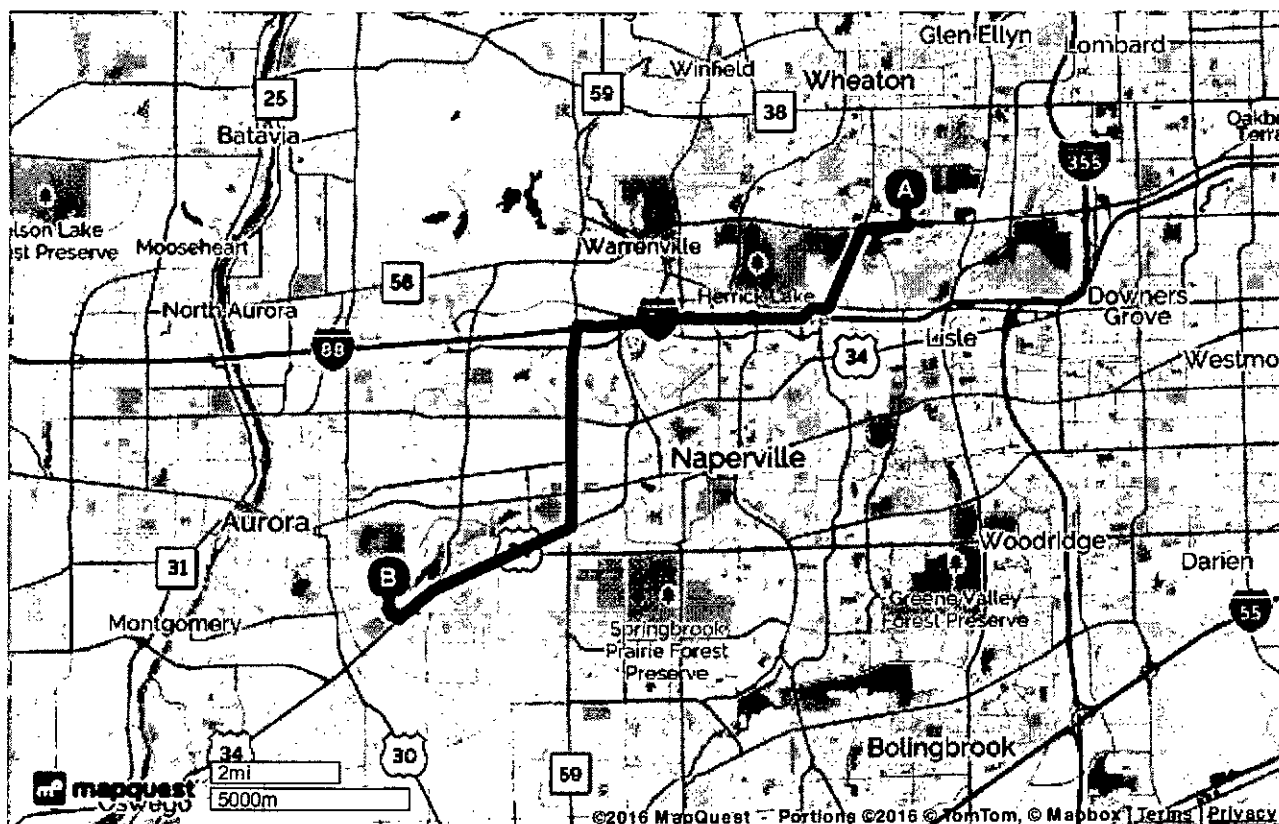
1300 Waterford Dr

Aurora, IL 60504-5502

14.02 miles / 26 minutes

Notes

TO FOX VALLEY DIALYSIS



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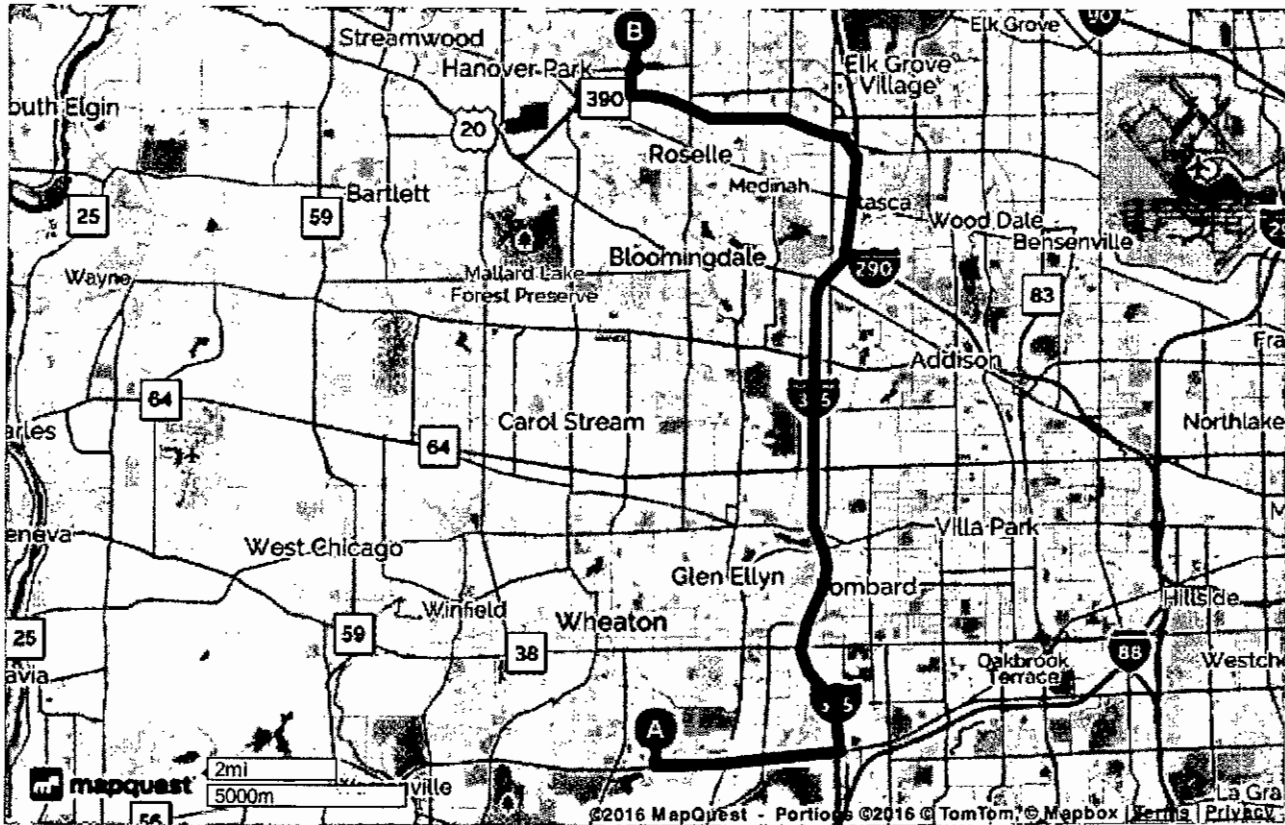
815 W Wise Rd

Schaumburg, IL 60193-3819

19.19 miles / 26 minutes

Notes

TO FRESINIUS SCHAUMBURG



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9/1/2016 12:49 PM



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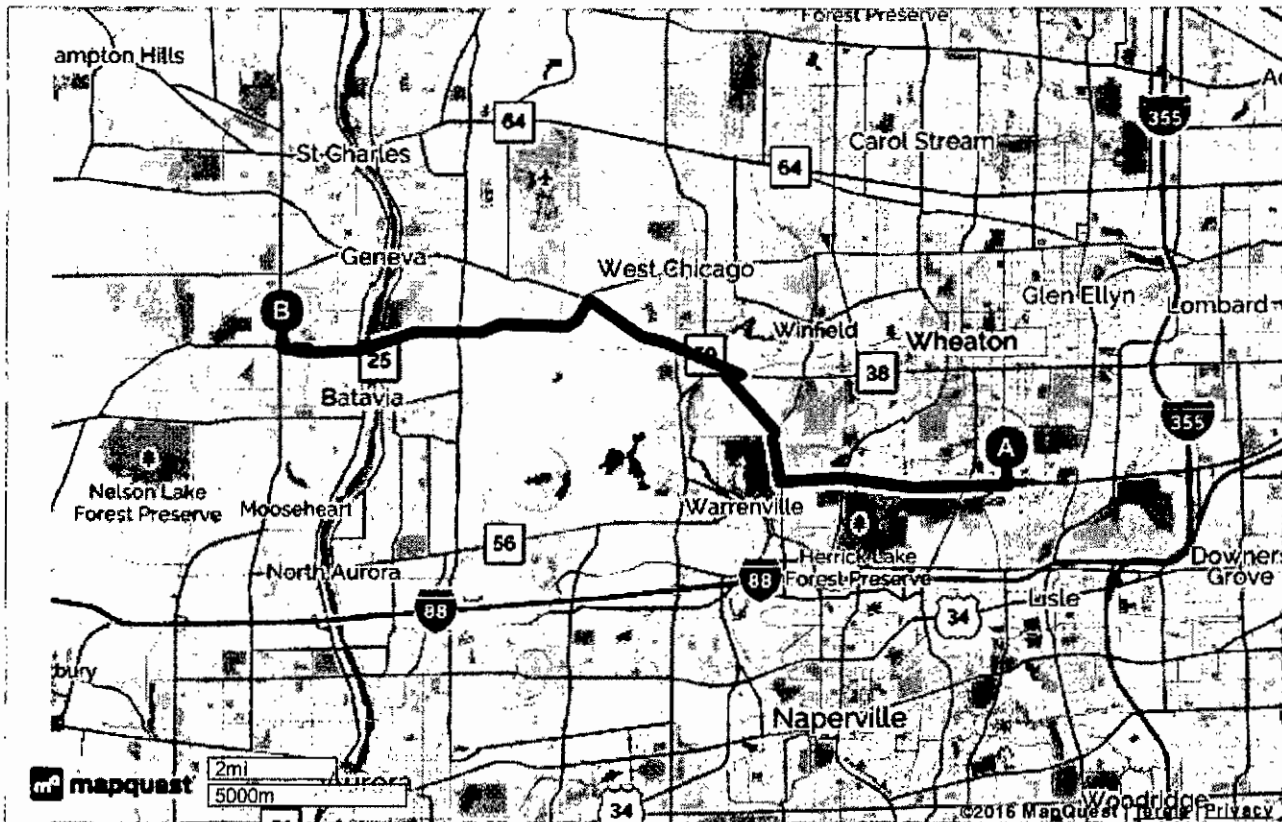
Batavia, IL 60510-1215

15.47 miles / 27 minutes

Notes

TO FRESENIUS WEST BATAVIA

OVER 30 MINUTES ADJUSTED PER BOARD RULES



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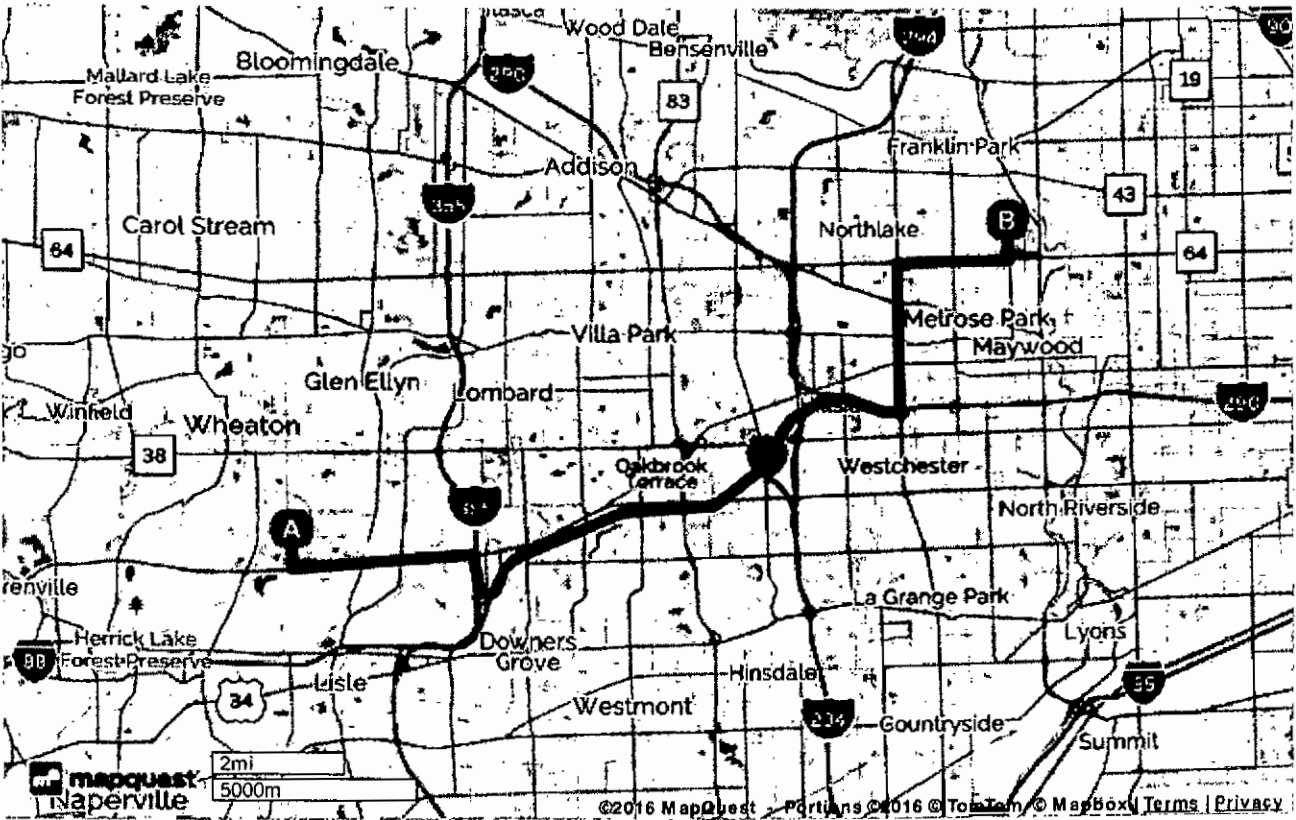


Trip to:
911 W North Ave
Melrose Park, IL 60160-1516
17.74 miles / 28 minutes

Notes

TO FRESINIUS NORTH AVENUE

OVER 30 MINUTES TRAVEL TIME ADJUSTED PER BOARD RULES



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Trip to:

733 Madison St

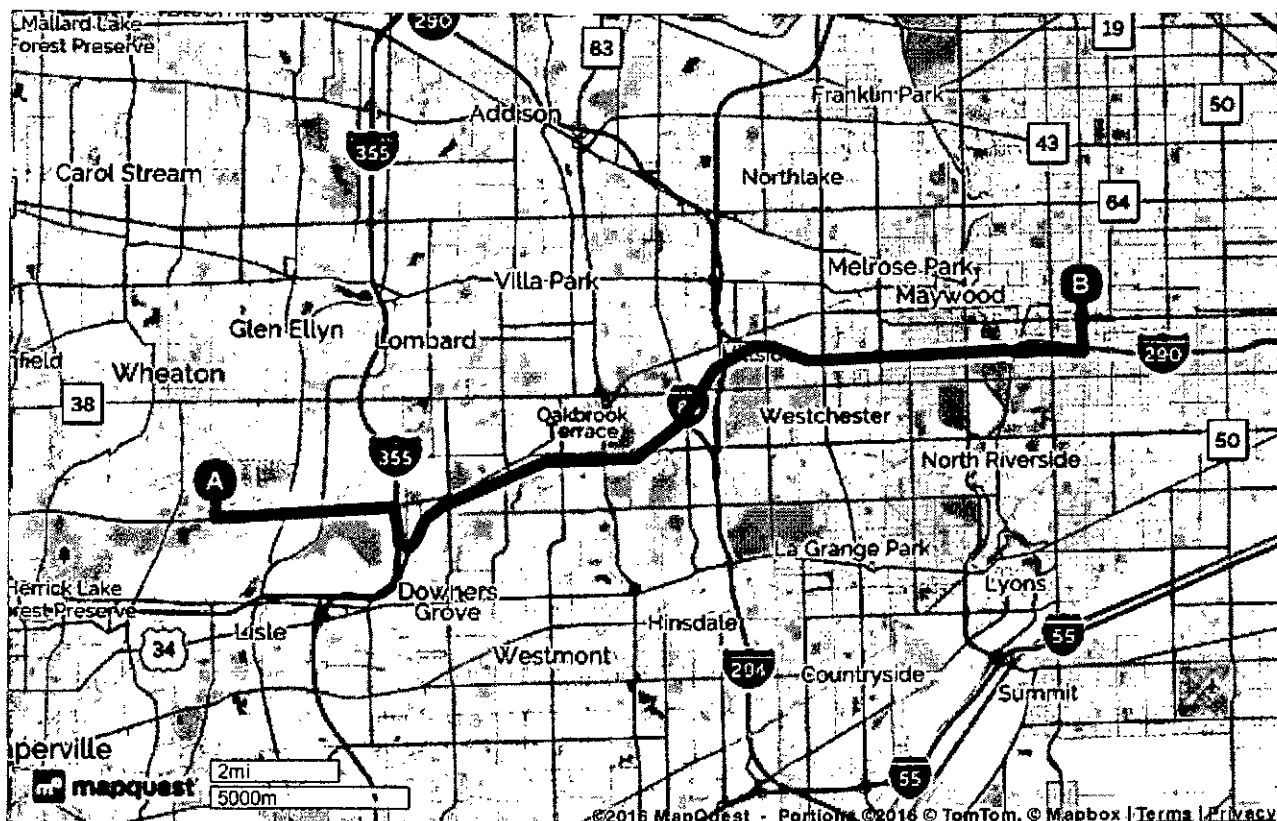
Oak Park, IL 60302-4419

18.06 miles / 28 minutes

Notes

TO FRESNIUS OAK PARK

OVER 30 MINUTES TRAVEL TIME ADJUSTED PER BOARD RULES



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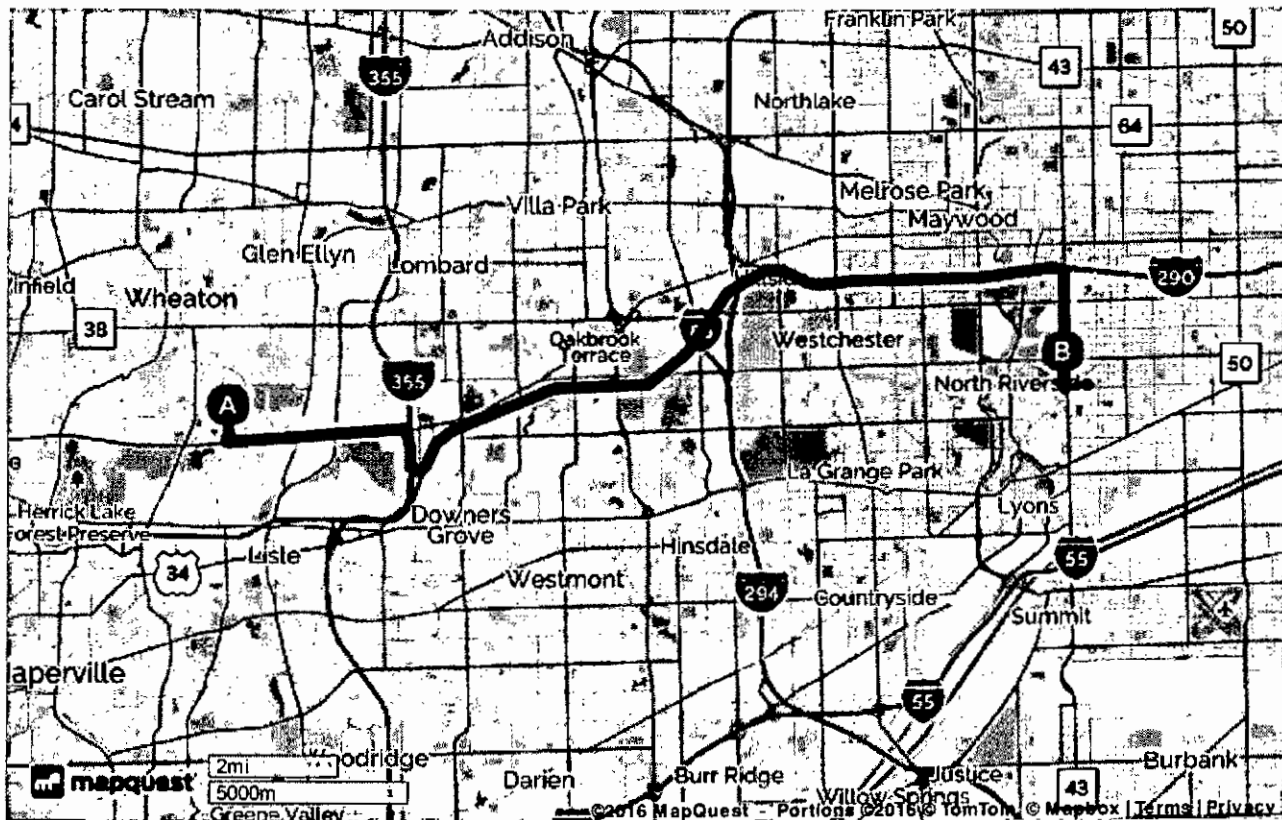
Berwyn, IL 60546-1737

19.07 miles / 29 minutes

Notes

TO FRESINIUS BERWYN

OVER 30 MINUTES TRAVEL TIME ADJUSTED PER
BOARD RULES



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Trip to:

306 Randall Rd

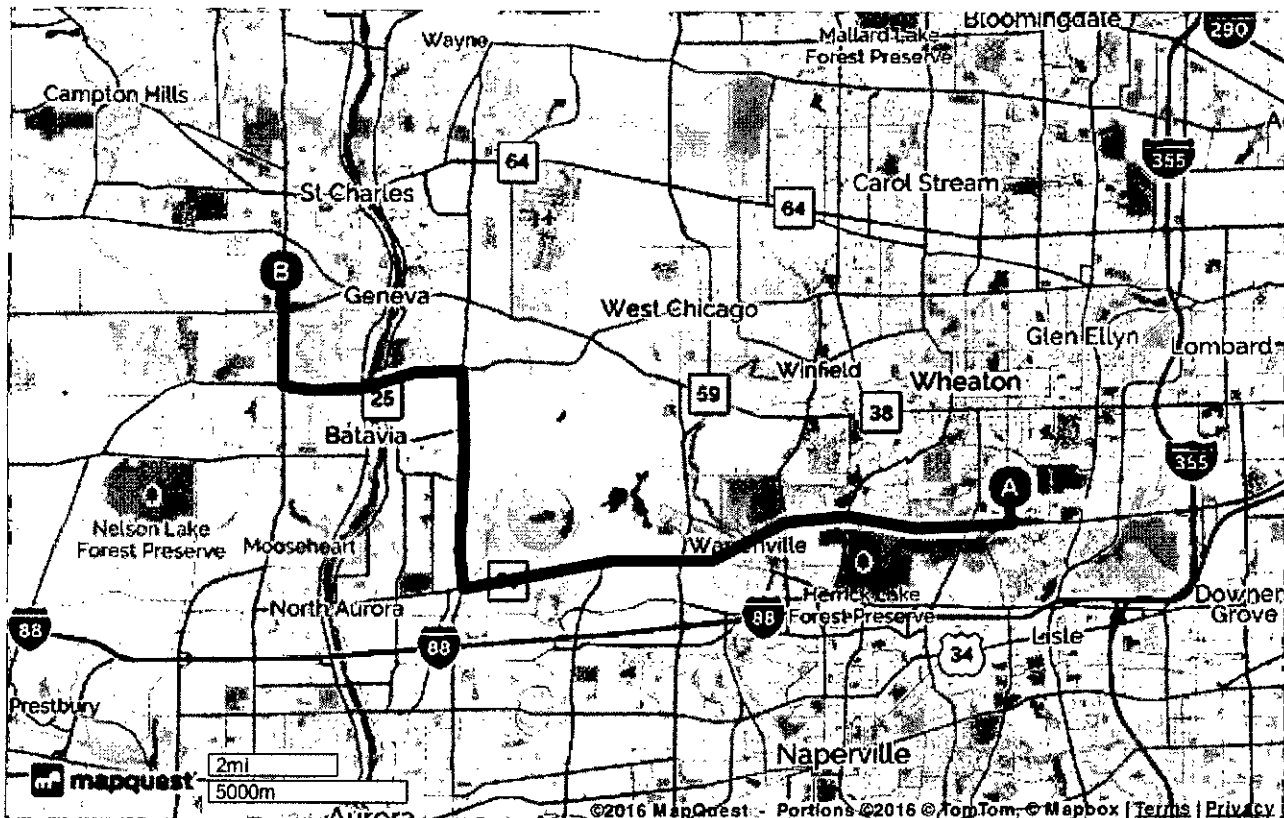
Geneva, IL 60134-4200

19.26 miles / 30 minutes

Notes

TO TRI CITIES DIALYSIS

OVER 30 MINUTES TRAVEL TIME ADJUSTED PER
BOARD RULES



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Nephrology Associates

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September 7, 2016

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

Dear Ms. Avery:

My name is Gregory Kozeny, M.D. and I am the Medical Director of the long-standing Fresenius Medical Care DuPage West facility and am in practice with Nephrology Associates of Northern Illinois (NANI). I am writing in support of the Wheaton dialysis clinic that is being proposed by Fresenius Kidney Care. My partners and I are part of a large nephrology practice located here in Wheaton. We have seen an increase in our Chronic Kidney Disease (CKD) patients here recently and have approximately 35 patients alone from here who will be starting dialysis in the next 6-12 months.

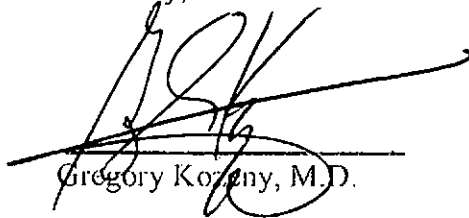
The facilities we admit to will soon be reaching 80% utilization and given the growth we have seen we expect that additional access will be needed in the upcoming years and are continuing our partnership with Fresenius Kidney Care in this area to keep dialysis services accessible for our current and future dialysis patients.

NANI nephrologists in this region were treating 245 in-center hemodialysis patients at the end of 2013, 259 patients at the end of 2014, 270 patients at the end of 2015, and 274 patients at the end of June 2016 as reported to The Renal Network. In the most recent 12-month period we referred 86 new ESRD patients for dialysis services to Fresenius DuPage West, West Chicago, Glendale Heights, and, Naperville North. We currently have 420 chronic kidney disease patients in this area, with 81 that we expect would begin dialysis in the first two years of operation of the Wheaton facility. More conservatively, I would expect 59 to begin dialysis at Fresenius Kidney Care Wheaton.

I respectfully request the Board's consideration in keeping services available in this area for years to come by approving this project. Thank you for your time and review of this information.

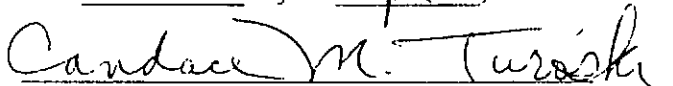
I attest that to the best of my knowledge, all the information contained in this letter is true and correct and that the projected patient referrals listed in this document have not been used to support any other pending or approved CON application.

Sincerely,


Gregory Korzeny, M.D.

Notarization:

Subscribed and sworn to before me
this 9th day of Sept, 2016


Signature of Notary

Seal



**Pre-ESRD PATIENTS OF NANI THAT WILL LIKELY BE REFERRED TO THE
WHEATON FACILITY**

Summary

City	Zip Code	Pre- ESRD
Glen Ellyn	60137	19
Wheaton	60187	27
Wheaton	60189	10
Winfield	60190	5
Carol Stream	60188	20
	Total	81*

*Of these 59 are realistically expected to dialyze at the Wheaton facility in the first two years of operation.

NEW ESRD REFERRALS OF NANI IN THE WHEATON AREA
FOR 8/2015 – 7/2016

Zip Code	FRESENIUS KIDNEY CARE				Total
	DuPage West	Glendale Heights	Naperville North	West Chicago	
60089	1				1
60101		1			1
60103				4	4
60104	1				1
60108		3			3
60123				1	1
60133	1	2			3
60137	1	1	1		3
60139		10			10
60172		1			1
60185	4	2		4	10
60186	1				1
60187	5	1			6
60188	1	3		4	8
60189	1		1		2
60190	2				2
60440			1		1
60446			1		1
60502	1		1	1	3
60504	1		1		2
60515		1			1
60532			2		2
60540			3		3
60555	2				2
60563			8		8
60564			2		2
60565			1		1
60638		1			1
60639		1			1
60660	1				1
Total	23	27	22	14	86

**IN-CENTER HEMODIALYSIS PATIENTS IN THE WHEATON AREA
DECEMBER 2013**

Zip Code	FRESENIUS KIDNEY CARE				US	Total
	DuPage West	Glendale Heights	Naperville North	West Chicago	RENAL CARE Oak Brook	
60073			1			1
60101		6		1		7
60103		1		7		8
60107	1			1		2
60108	2	9	1			12
60110	1					1
60119				1		1
60120				1		1
60126			1			1
60133		7		4		11
60134	1					1
60137	3	5	1			9
60138	2	1				3
60139	1	20				21
60140				1		1
60143		2				2
60148		2	1			3
60171		1				1
60172		1				1
60174	4			1		5
60185	24			5		29
60187	5	2	1			8
60188	3	15		2		20
60189	2	2	3			7
60190	4			1		5
60440			3		1	4
60490			2			2
60502			1			1
60503			1			1
60504	1		6			7
60505	1		1			2
60506			1			1
60510	2					2
60513			1			1
60517			3			3
60532			7			7
60540			11			11
60543	1					1
60554	1					1
60555	7		1			8
60559				1		1
60563			16			16
60564			2			2
60565			7			7
60586	1		1			2
60612		1				1
60630	1					1
60641	1					1
60643		1				1
Total	69	76	73	26	1	245

IN-CENTER HEMODIALYSIS PATIENTS IN THE WHEATON AREA
DECEMBER 2014

Zip Code	FRESENIUS MEDICAL CARE				US RENAL CARE Oak Brook	Total
	DuPage West	Glendale Heights	Naperville North	West Chicago		
60101		9				9
60103	1	1		8		10
60106		2				2
60107	1	1		2		4
60108		11		1		12
60119				1		1
60120				1		1
60126		1	1			2
60133		6		3		9
60137	3	4				7
60138	2					2
60139	1	24		1		26
60140				1		1
60143		1		1		2
60148		3	1			4
60171		1				1
60172	1	1				2
60174	2			1		3
60185	23			7		30
60187	5	2				7
60188	2	15		6		23
60189	4	1	2			7
60190	7					7
60440			3		1	4
60447			1			1
60490		1	2			3
60503			2			2
60504	1		7			8
60505	1		1			2
60506			1			1
60510	2					2
60513			1			1
60517			2			2
60532			8			8
60540			17			17
60543	2					2
60554	1					1
60555	7		1	1		9
60559				1		1
60563			12			12
60564			2			2
60565			6			6
60608			1			1
60609		1				1
60643		1				1
Total	66	86	71	35	1	259

IN-CENTER HEMODIALYSIS PATIENTS IN THE WHEATON AREA
DECEMBER 2015

Zip Code	FRESENIUS KIDNEY CARE				Total
	DuPage West	Glendale Heights	Naperville North	West Chicago	
60101		9		1	10
60103		3		11	14
60106		1			1
60107				1	1
60108		13			13
60119	1			1	2
60120	1				1
60123				1	1
60126		1			1
60133	1	6		4	11
60137	4	5	1		10
60138	2				2
60139	1	22			23
60140				1	1
60143		1			1
60148		3	1		4
60168		1			1
60172		2			2
60174	1			3	4
60185	21	1		9	31
60186	1				1
60187	8	3			11
60188	1	15		7	23
60189	3	1	3		7
60190	5				5
60440			4		4
60490		1	2		3
60503			2		2
60504			6		6
60505	1		1		2
60506			1		1
60510	1				1
60513			1		1
60517			1		1
60532			6	1	7
60538			1		1
60540			18		18
60543	2				2
60554	1				1
60555	9		1	1	11
60559	1				1
60563			17		17
60564			3		3
60565			4		4
60585		1			1
60608			1		1
60609		1			1
Total	65	90	74	41	270

IN-CENTER HEMODIALYSIS PATIENTS IN THE WHEATON AREA
JUNE 2016

Zip Code	FRESENIUS KIDNEY CARE				Total
	DuPage West	Glendale Heights	Naperville North	West Chicago	
60089	1				1
60101		11			11
60103		3		10	13
60104	1				1
60106		1			1
60107				1	1
60108		12	1		13
60119	1				1
60126		1			1
60133		5		4	9
60137	2	5	1		8
60138	1				1
60139		20		3	23
60140				1	1
60143		1			1
60148	1	2	1		4
60168		1			1
60172		4			4
60174	1			2	3
60185	19	1		13	33
60186	1				1
60187	7	4			11
60188	1	13		10	24
60189	4	1	4		9
60190	6				6
60440			4		4
60490		1	2		3
60502	1		1		2
60503			2		2
60504	1		5		6
60505	1		1		2
60506			1		1
60510	2				2
60513			1		1
60517			2		2
60532			5		5
60540			14		14
60543	2				2
60554	1				1
60555	10		1	1	12
60559	1				1
60563	1		17		18
60564			2		2
60565			6		6
60585		1			1
60608			1		1
60609		1			1
60638		1			1
60644				1	1
60660	1				1
Total	67	89	72	46	274

150