ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

RECEIVED
MAY 12 2017
HEALTH FACILITIES & SERVICES REVIEW BOARD

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name:	Fresenius Kidney Care Springfield East		
Street Address:	1800 E. Washington Street		
City and Zip Code:	Springfield, 62703		
County: Sangamon	Health Service Area: 3	Health Planning Area:	

Applicant [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name:	Fresenius Medical Care Springfield East, LLC d/b/a Fresenius Kidney Care Springfield East
Street Address:	920 Winter Street
City and Zip Code:	Waltham, MA 02451
Name of Registered Agent:	CT Corporation Systems
Registered Agent Street Address:	208 S. LaSalle Street, Suite 814
Registered Agent City and Zip Code:	Chicago, IL 60604
Name of Chief Executive Officer:	Bill Valle
CEO Street Address:	920 Winter Street
CEO City and Zip Code:	Waltham, MA 02451
CEO Telephone Number:	800-662-1237

Type of Ownership of Applicant

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

- Corporations and limited liability companies must provide an **Illinois certificate of good standing.**
- Partnerships must provide the name of the state in which they are 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 [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name:	Fresenius Medical Care Holdings, Inc.
Street Address:	920 Winter Street
City and Zip Code:	Waltham, MA 02451
Name of Registered Agent:	CT Corporation Systems
Registered Agent Street Address:	208 S. LaSalle Street, Suite 814
Registered Agent City and Zip Code:	Chicago, IL 60604
Name of Chief Executive Officer:	Bill Valle
CEO Street Address:	920 Winter Street
CEO City and Zip Code:	Waltham, MA 02451
CEO Telephone Number:	800-662-1237

Type of Ownership of Co-Applicant

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

- Corporations and limited liability companies must provide an **Illinois certificate of good standing.**
- Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

Primary Contact [Person to receive ALL correspondence or inquiries]

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

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

Name: Patricia Komoroski
Title: Regional Vice President
Company Name: Fresenius Kidney Care
Address: One City Place Drive, Suite 160, Creve Coeur, MO 63141
Telephone Number: 314-872-1714 x11
E-mail Address: patrice.komoroski@fmc-na.com
Fax Number: 314-872-7012

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

Name: Clare Ranalli
Title: Attorney
Company Name: McDermott, Will & Emory
Address: 444 West Lake Street, Chicago, IL 60606
Telephone Number: 312-984-3365
E-mail Address: cranalli@mwe.com
Fax Number: 312-984-7500

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

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: BB Properties, LLC
Address of Site Owner: 2955 N. Dinneen Street, Decatur, IL 62526
Street Address or Legal Description of the Site: 1800 E. Washington Street, Springfield, IL 62703 **Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease, or a lease.**
APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Operating Identity/Licensee

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

Exact Legal Name: Fresenius Medical Care Springfield East, LLC d/b/a Fresenius Kidney Care Springfield East

Address: 920 Winter Street, Waltham, MA 02451

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

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

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

Organizational Relationships

Provide (for each 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 #2006-5 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 #2006-5 **(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

In the space below, provide 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 Springfield East, LLC proposes to establish a 9-station dialysis facility, Fresenius Kidney Care Springfield East, in a Federally Designated Medically Underserved Area (MUA) to be located at 1800 E. Washington Street, Springfield. The facility will be in existing leased space with the interior to be built out by Fresenius.

Springfield is located in HSA 3.

This project is "substantive" under Planning Board rule 1110.40 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 be equal.

Project Costs and Sources of Funds			
USE OF FUNDS	**CLINICAL**	**NONCLINICAL**	**TOTAL**
Preplanning Costs	N/A	N/A	N/A
Site Survey and Soil Investigation	N/A	N/A	N/A
Site Preparation	N/A	N/A	N/A
Off Site Work	N/A	N/A	N/A
New Construction Contracts	N/A	N/A	N/A
Modernization Contracts	940,003	313,334	1,253,337
Contingencies	90,283	30,094	120,377
Architectural/Engineering Fees	97,500	32,500	130,000
Consulting and Other Fees	N/A	N/A	N/A
Movable or Other Equipment (not in construction contracts)	219,000	60,000	279,000
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	783,675	222,448	1,006,123
Other Costs To Be Capitalized	N/A	N/A	N/A
Acquisition of Building or Other Property (excluding land)	N/A	N/A	N/A
TOTAL USES OF FUNDS	**$2,130,461**	**$658,376**	**$2,788,837**
SOURCE OF FUNDS	**CLINICAL**	**NONCLINICAL**	**TOTAL**
Cash and Securities	1,346,786	435,928	1,782,714
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)	783,675	222,448	1,006,123
Governmental Appropriations	N/A	N/A	N/A
Grants	N/A	N/A	N/A
Other Funds and Sources	N/A	N/A	N/A
TOTAL SOURCES OF FUNDS	**$2,130,461**	**$658,376**	**$2,788,837**

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 $ 151,283.

Project Status and Completion Schedules

For facilities in which prior permits have been issued please provide the permit numbers.

Indicate the stage of the project's architectural drawings:

☒ None or not applicable ☐ Preliminary
☐ Schematics ☐ Final Working

Anticipated project completion date (refer to Part 1130.140): March 31, 2019

Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140):

☐ Purchase orders, leases or contracts pertaining to the project have been executed.
☐ Financial commitment is contingent upon permit issuance. Provide a copy of the contingent "certification of financial commitment" document, highlighting any language related to CON Contingencies
☒ Financial Commitment 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 [Section 1130.620(c)]

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 **Departmental Gross Square Feet (DGSF)** or the **Building Gross Square Feet (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.**

		Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
Dept. / Area	**Cost**	**Existing**	**Proposed**	**New Const.**	**Modernized**	**As Is**	**Vacated Space**
REVIEWABLE							
In-center Hemodialysis	$2,130,461		5,306		5,306		
Total Clinical	$2,130,461		5,306		5,306		
NON REVIEWABLE							
Non-Clinical (Administrative, Mechanical, Staff, Waiting Room Areas)	$658,376		1,775		1,775		
Total Non-clinical	$658,376		1,775		1,775		
TOTAL	**$2,788,837**		**7,081**		**7,081**		

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

CERTIFICATION

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

- in the case of a corporation, any two of its officers or members of its Board of Directors;
- in the case of a limited liability company, any two of its managers or members (or the sole manger 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 Springfield East, 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

PRINTED NAME: Bryan Mello

PRINTED TITLE: Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this 20 day of Jan 2017

Signature of Notary

Seal

C. WYNELLE SCENNA
Notary Public
Massachusetts
Commission Expires Jan 20, 2021

SIGNATURE

PRINTED NAME: Maria T. C. Notar

PRINTED TITLE: Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this 20 day of January 2017

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 manger 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

PRINTED NAME Bryan Mello

PRINTED TITLE Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this 14 day of Dec 2016

Signature of Notary

Seal

C. WYNELLE SCENNA
Notary Public
Massachusetts
Commission Expires Jun 25, 2021

SIGNATURE

PRINTED NAME Maria T. C. Notar

PRINTED TITLE Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this 14 day of Dec 2016

Signature of Notary

Seal

C. WYNELLE SCENNA
Notary Public
Massachusetts
Commission Expires Jun 25, 2021

*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.

Background

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 that the information was 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.

Criterion 1110.230 – Purpose of the Project, and Alternatives

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 relevant area, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed as applicable and appropriate for the project.
4. Cite the sources of the 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 the age and condition of the project site, as well as 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 Staff 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 and it shall include the basis used for determining the space and the methodology applied.**

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 and certified by the facility's Medical Director.

   b. The existing facility's physical configuration has constraints or impediments and requires an architectural design that delineates the constraints or impediments.

   c. The project involves the conversion of existing space that results in excess square footage.

   d. Additional space is mandated by governmental or certification agency requirements that were not in existence when Appendix B standards were adopted.

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	MEET STANDARD?
YEAR 1					
YEAR 2					

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

UNFINISHED OR SHELL SPACE: NOT APPLICABLE

Provide the following information:

1. Total gross square footage (GSF) of the proposed shell space.

2. The anticipated use of the shell space, specifying the proposed GSF to be allocated to each department, area or function.

3. Evidence that the shell space is being constructed due to:
   a. Requirements of governmental or certification agencies; or
   b. Experienced increases in the historical occupancy or utilization of those areas proposed to occupy the shell space.

4. Provide:
   a. Historical utilization for the area for the latest five-year period for which data is 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:

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.

F. Criterion 1110.1430 - In-Center Hemodialysis

1. Applicants proposing to establish, expand and/or modernize the In-Center Hemodialysis category of service must submit the following information:

2. Indicate station capacity changes by Service: Indicate # of stations changed by action(s):

Category of Service	# Existing Stations	# Proposed Stations
☒ **In-Center Hemodialysis**	**0**	**9**

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

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.1430(c)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X		
1110.1430(c)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.1430(c)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.1430(c)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.1430(c)(5) - Planning Area Need - Service Accessibility	X		
1110.1430(d)(1) - Unnecessary Duplication of Services	X		
1110.1430(d)(2) - Maldistribution	X		
1110.1430(d)(3) - Impact of Project on Other Area Providers	X		
1110.1430(e)(1), (2), and (3) - Deteriorated Facilities and Documentation			X
1110.1430(f) - Staffing	X	X	
1110.1430(g) - Support Services	X	X	X
1110.1430(h) - Minimum Number of Stations	X		
1110.1430(i) - Continuity of Care	X		
1110.1430(j) - Relocation (if applicable)	X		
1110.1430(k) - Assurances	X	X	

APPEND DOCUMENTATION AS ATTACHMENT 24, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

4. **Projects for relocation** of a facility from one location in a planning area to another in the same planning area must address the requirements listed in subsection (a)(1) for the "Establishment of Services or Facilities", as well as the requirements in Section 1130.525 – "Requirements for Exemptions Involving the Discontinuation of a Health Care Facility or Category of Service" and subsection 1110.1430(j) - Relocation of an in-center hemodialysis facility.

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)**

VII. 1120.120 - AVAILABILITY OF FUNDS

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

1,782,714	a)	Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to: 1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and 2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion;
N/A	b)	Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.
N/A	c)	Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
1,006,123	d)	Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including: 1) For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated; 2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate; 3) For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.;

	4) For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment; 5) For any option to lease, a copy of the option, including all terms and conditions.
N/A	e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent;
N/A	f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
N/A	g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
$2,788,837	**TOTAL FUNDS AVAILABLE**

APPEND DOCUMENTATION AS ATTACHMENT 34, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION VIII. 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 35, 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.

	Historical 3 Years			Projected
Enter Historical and/or Projected Years:				
Current Ratio				
Net Margin Percentage	***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.***			
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.

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 36, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION IX. 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	Cost/Square Foot Mod.	Gross Sq. Ft. New Circ.*		Gross Sq. Ft. Mod.	Circ.*	Const. $ (A x C)	Mod. $ (B x E)	
ESRD		177.00			5,306			939,162	939,162
Contingency		17.00			5,306			90,202	90,202
Total Clinical		**$194.00**			**5,306**			**$1,029,364**	**$1,029,364**
Non Clinical		177.00			1,775			314,175	314,175
Contingency		17.00			1,775			30,175	30,175
Total Non		**$194.00**			**1,775**			**$344,350**	**$344,350**
TOTALS		**$194.00**			**7,081**			**$1,373,714**	**$1,373,714**

* 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 37, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION X. SAFETY NET IMPACT STATEMENT

SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for ALL SUBSTANTIVE PROJECTS AND PROJECTS TO DISCONTINUE STATE-OWNED HEALTH CARE FACILITIES [20 ILCS 3960/5.4]:

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:

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 38.

Safety Net Information per PA 96-0031			
CHARITY CARE			
	2013	2014	2015
Charity (# of patients)	499	251	195
Charity (cost In dollars)	$5,346,976	$5,211,664	$2,983,427
MEDICAID			
	2013	2014	2015
Medicaid (# of patients)	1,660	750	396
Medicaid (revenue)	$31,373,534	$22,027,882	$7,310,484

APPEND DOCUMENTATION AS ATTACHMENT 38, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION XI. CHARITY CARE INFORMATION

Charity Care information MUST be furnished for ALL projects [1120.20(c)].

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 39.

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

APPEND DOCUMENTATION AS ATTACHMENT 39, 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 included attachments:

INDEX OF ATTACHMENTS

Applicant Identification

Facility/Project Identification

Facility Name:	Fresenius Kidney Care Springfield East		
Street Address:	1800 E. Washington Street		
City and Zip Code:	Springfield, 62703		
County: Sangamon	Health Service Area: 3	Health Planning Area:	

Applicant [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name:	Fresenius Medical Care Springfield East, LLC d/b/a Fresenius Kidney Care Springfield East
Street Address:	920 Winter Street
City and Zip Code:	Waltham, MA 02451
Name of Registered Agent:	CT Corporation Systems
Registered Agent Street Address:	208 S. LaSalle Street, Suite 814
Registered Agent City and Zip Code:	Chicago, IL 60604
Name of Chief Executive Officer:	Bill Valle
CEO Street Address:	920 Winter Street
CEO City and Zip Code:	Waltham, MA 02451
CEO Telephone Number:	800-662-1237

Certificate of Good Standing for Fresenius Medical Care Springfield East, LLC on following page.

Co - Applicant Identification

Exact Legal Name:	Fresenius Medical Care Holdings, Inc.
Street Address:	920 Winter Street
City and Zip Code:	Waltham, MA 02451
Name of Registered Agent:	CT Corporation Systems
Registered Agent Street Address:	208 S. LaSalle Street, Suite 814
Registered Agent City and Zip Code:	Chicago, IL 60604
Name of Chief Executive Officer:	Bill Valle
CEO Street Address:	920 Winter Street
CEO City and Zip Code:	Waltham, MA 02451
CEO Telephone Number:	800-662-1237

Type of Ownership – 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 they are organized and the name and address of each partner specifying whether each is a general or limited partner.

File Number 0509185-3

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

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 SPRINGFIELD EAST, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON FEBRUARY 26, 2015, 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* 16TH *day of* JANUARY *A.D.* 2017 .

Authentication #: 1701600636 verifiable until 01/16/2018
Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

CERTIFICATE OF GOOD STANDING
ATTACHMENT - 1

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: BB Properties, LLC
Address of Site Owner: 2955 N. Dinneen Street, Decatur, IL 62526
Street Address or Legal Description of Site: 1800 E. Washington Street, Springfield, IL

April 21, 2017

Mr. Tim Hart
Colliers International
200 S. Wacker Dr., Suite 700
Chicago, IL 60606

Re: 1800 E. Washington St., Springfield, Illinois
Letter of Intent

Dear Tim:

Bb Properties, LLC hereby submits the following non-binding Letter of Intent in connection with 1800 E. Washington Street, Springfield, Illinois 62703 (hereinafter referred to as the "Building" or "Property").

If the terms and conditions contained herein are acceptable to Colliers International and Fresenius Medical Care, Bb Properties, LLC is prepared to move forward with signing a lease, which would be contingent on your client receiving all required state and local municipality approvals for the purpose of opening and operating a medical treatment facility at the property. Below are the general terms and conditions:

Building/Property:	1800 E. Washington Street, Springfield, IL 62703 containing a single story office building totaling approximately 21,776 square feet on approximately 1.74 acres of land.
Landlord:	Bb Properties, LLC ("Landlord").
Premises:	Tenant shall lease approximately 7,081 square feet ("SF") of the south portion of the building ("Premises"). Landlord and Tenant shall mutually agree on the exact location to subdivide the building to meet Tenant's size requirement. The final SF shall be measured by a licensed architect in accordance with current BOMA standards.
Commencement:	The lease commencement date shall be within thirty (30) days after Tenant is granted all city, state, or federal permits and approvals required to open a new medical facility at the Property. The projected lease commencement date shall be approximately September 26, 2017.

Beneficial Occupancy:	**Upon the lease commencement, Tenant shall receive rent abatement during the initial six (6) months of the lease term for the build out of Tenant's Premises. Tenant shall only be responsible for the cost of utilities serving the Premises during the beneficial occupancy period.**
Lease Term:	**The initial lease term shall be for ten (10) years and six (6) months, beginning on the lease commencement date.**
Rental Rate:	**The annual base rental rate shall be $5.00 per SF, which shall escalate on an annual basis by three percent (3%) per year, beginning at the beginning of year two. In addition to the base rent, the Tenant shall also pay thirty-three percent (33%) of the property, casualty and liability insurance costs, thirty-three percent (33%) of the real estate taxes, and thirty-three percent (33%) of the Common Area Maintenance (CAM) expenses for the property. CAM expenses shall include but are not necessarily limited to the following: parking lot repair and maintenance, lawn care, snow removal, pest control, and exterior lighting expenses, if separately metered. CAM expenses shall also include a 3% management fee.** **Also, in addition to the base rent and pass through expenses, the Tenant shall be responsible for maintaining, repairing, and, if necessary, replacing any mechanical system contained within the Premises.**
Real Estate Taxes & CAM Charges:	**Landlord shall agree to cap pass through expenses (real estate taxes, insurance and CAM expenses) at no more than $3.00 per SF during the first five (5) years of the lease term. The Tenant, however, will be responsible for and pay 100% of the increase in the real estate taxes attributable to both the exterior build out to be performed by the Landlord (Landlord work) and the interior build out to be performed by the Tenant (Tenant work).**
Landlord Work:	**Landlord shall be responsible, at Landlord's sole cost and expense, for the physical separation and subdividing of the Premises, demolition of the interior existing conditions, and 66% of the cost to resurface and restripe the asphalt parking**

area (44,000 SF); and striping for handicapped accessible parking near the Premises main entrance.

Attached as Exhibit A is a description with estimated costs of Landlord work, plus additional Landlord work, which costs shall be amortized and paid for as follows: For the first five (5) years of the initial lease term, at the then existing Wall Street Journal prime rate (WSJ prime rate), plus 1-1/2%; for the second five (5) years of the initial lease term, at the then existing Wall Street Journal prime rate (WSJ prime rate), plus 1-1/2%. The additional amortized amount shall be paid monthly as additional rent. Exhibit A also describes additional base building work that is required for Tenant's occupancy and shall be completed by Tenant at Tenant's sole cost. The parties are not bound by the estimates contained in Exhibit A. Actual costs of construction shall be utilized in calculating the amortized cost of the additional Landlord work.

Tenant Improvements: In addition to the base building work as described in the Exhibit A, Tenant shall be solely responsible for the additional build out of all required interior improvements and alterations within the Premises. Tenant shall submit final plans to Landlord for approval prior to the commencement of work, which approval shall not be unreasonably withheld or delayed. Landlord shall permit and shall not restrict or limit the required improvements for Tenant's use and shall assist in obtaining any municipal or other approvals required for Tenant's final build out and occupancy.

No supervisory fee will be payable to the Landlord with respect to Tenant's improvements. During the construction of Tenant's Premises, there shall be full access, at no charge to Tenant or Tenant's vendors and contractors, to the Building's electrical services, and other common areas of the Building that may be required.

Utilities: Tenant shall be responsible for all utility costs serving the Premises (gas, electric, water) which shall be billed directly to Tenant.

Janitorial Services: Tenant shall be responsible for janitorial and cleaning services within the Premises. Landlord shall be responsible for

	maintaining the common areas of the Property throughout the lease term.
Options to Renew:	**Tenant shall receive the option to renew the term of the lease for three (3) separate five (5) year periods by providing Landlord with no less than nine (9) months prior written notice. Further details of the option period rent shall be negotiated by the parties in good faith and memorialized in the lease agreement.**
Purchase Option:	**Tenant shall have the option to purchase the Building during the first twelve (12) months of the lease term by providing Landlord with written notice to exercise the option. The price shall be equal to a minimum of $475,000.00, together with all hard costs incurred by Landlord to satisfy the Tenant's lease commitment. The term "hard costs" shall include but not be limited to the actual cost of any work listed in Exhibit A. In the event additional space is leased at the Building to third party tenants, additional consideration shall be negotiated based on the rent and lease terms, credit worthiness of the tenants, and the cost incurred to lease the space. Further details of the purchase option shall be detailed in the lease, after good faith negotiations.**
First Right of Refusal:	**The lease shall include ongoing expansion options in the form of first rights of refusal on all contiguous space, which will need to be exercised by the Tenant within fifteen (15) days after Tenant being presented with a written bona fide offer or letter of intent to lease. Any expansion that occurs in the first two (2) years of the lease term by Tenant shall be under the same terms and conditions as the initial lease term. Any additional improvements and/or build outs shall be amortized and paid for as follows: For the first five (5) years of the initial lease term, at the then existing Wall Street Journal prime rate (WSJ prime rate), plus 1-1/2%; for the second five (5) years of the initial lease term, at the then existing Wall Street Journal prime rate (WSJ prime rate), plus 1-1/2%.**
Contingency:	**The lease is contingent upon receiving a Certificate of Needs (CON) from the State of Illinois. If Tenant does not receive the CON by September 26, 2017, then the Tenant shall have the**

right to terminate the lease, provided that, upon documentation being provided, the Tenant shall reimburse the Landlord for any expenses incurred in order to meet Tenant's lease requirements (including but not limited to those tenant requirements set forth in Exhibit A), payable in one lump sum within thirty (30) days after documentation is provided.

Subletting & Assignment: Landlord shall grant Tenant:

a. The right, without Landlord's approval, to sublet or assign its Premises, or any part thereof, to any successor of Tenant resulting from a merger, consolidation, sale or acquisition.

b. The right to sublet or assign the Premises, or any part thereof, with Landlord's prior consent, which consent shall not be unreasonably withheld or delayed, at any time during the term of the lease.

c. The right of Tenant to retain 50% of any profits resulting from a sublease or assignment, with the Landlord to retain the other 50%.

d. Notwithstanding any assignment or sublease, the Tenant shall remain ultimately responsible for performing all lease covenants and duties until the expiration of the then existing lease term or renewal term.

All options for expansions, renewals, purchase, and rights of first refusal will remain with the lease upon a sublease or assignment.

Signage: Tenant shall receive the ability to install signage or Tenant identification on the building façade, a monument sign, and suite entry signage, which shall be subject to Landlord and municipal approvals.

Parking: Tenant shall require a minimum of five (5) parking spaces per 1,000 SF of unreserved surface parking. In addition to general parking, Tenant shall receive five (5) reserved parking spaces,

	which location shall be mutually acceptable between Tenant and Landlord.
Hazardous Materials, Asbestos, ADA:	**The building does not contain any asbestos or other potentially hazardous materials, to Landlord's knowledge. The Landlord has taken or will take any and all other actions that may be necessary to bring the leased area of the Building and the Premises into full compliance with all relevant governmental code requirements, including but not limited to all requirements with respect to compliance with the Americans with Disabilities Act ("ADA").**
Building Services:	**Except for acts of God, in the event of any interruption in or failure to furnish any of the services required to be furnished by the Landlord pursuant to the lease, where, as a result thereof, Tenant is unable to utilize the Premises during its normal business hours for the normal conduct of its business for a period of three (3) consecutive days, then base rental, additional rental, and all other charges shall abate from the end of the third (3rd) day until the restoration of such services.**
Maintenance/Repairs:	**Except as otherwise provided for in Exhibit A, Landlord shall be responsible, on a non-pass-through basis, for construction defects and repair and replacement of roof, structure, exterior glass, plumbing and wiring.**
Holdover:	**Tenant requires the right to remain in its Premises for up to three (3) months after lease expiration under the same terms and conditions and at a rental rate not to exceed 125% of the base rate then being paid, along and together with no more than 125% of the then existing CAM expenses which are due.**
Landlord Insurance:	**Landlord will carry the following:** **1. 100% replacement cost "all-risk" coverage on the Building with demolition endorsement and increased cost of construction endorsement.** **2. Adequate coverage for loss of income.**

3. **Liability and property damage, coverage, including broad form contractual liability endorsement insuring Landlord's indemnity obligations under the lease.**

Security Deposit: **None.**

Commission: **Landlord shall pay NAI True its commission, as previously agreed, which commission shall be divided between NAI True and Colliers International, as those two parties may mutually agree upon in writing.**

Non-Binding: **Tenant or Landlord will only be bound by a written lease agreement that is properly executed by both Landlord and Tenant. No proposal, counterproposal, letter or oral statement will be construed as a binding lease agreement or as a contract to enter into a lease agreement.**

If your client is in agreement with the terms and conditions contained herein, please acknowledge by signing below. If you have any questions or wish to discuss this letter further, please reach out to me directly. We look forward to reviewing a draft lease for our further consideration.

Very truly yours,

BB PROPERTIES, LLC

By: Matthew E. Brown

Matthew E. Brown
217-519-3492

LANDLORD: Bb Properties, LLC

By: Matthew E. Brown

Title: Partner

Date: 4-21-17

TENANT: Fresenius Medical Care

By:

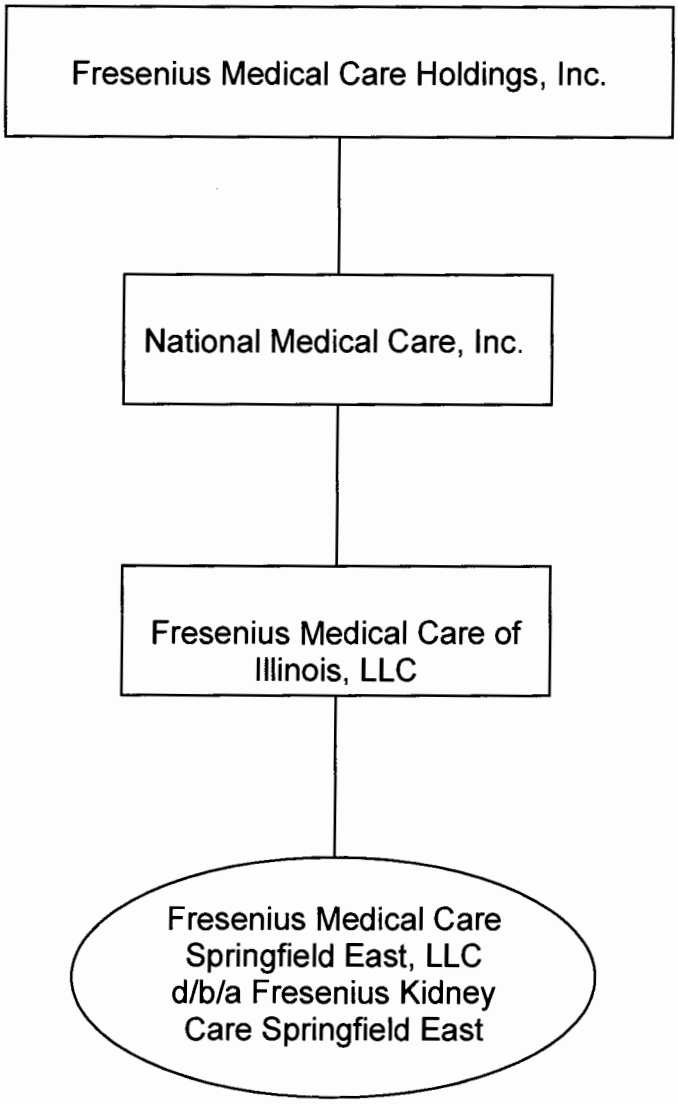
Title: William Popken
Dir. of Real Estate

Date: 4-11-17

Operating Identity/Licensee

Exact Legal Name: Fresenius Medical Care Springfield East, LLC d/b/a Fresenius Kidney Care Springfield East
Address: 920 Winter Street, Waltham, MA 02451
☐ Non-profit Corporation ☐ Partnership ☐ For-profit Corporation ☐ Governmental ☒ Limited Liability Company ☐ Sole Proprietorship ☐ Other ○ Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. ○ Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. ○ **Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.**
APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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

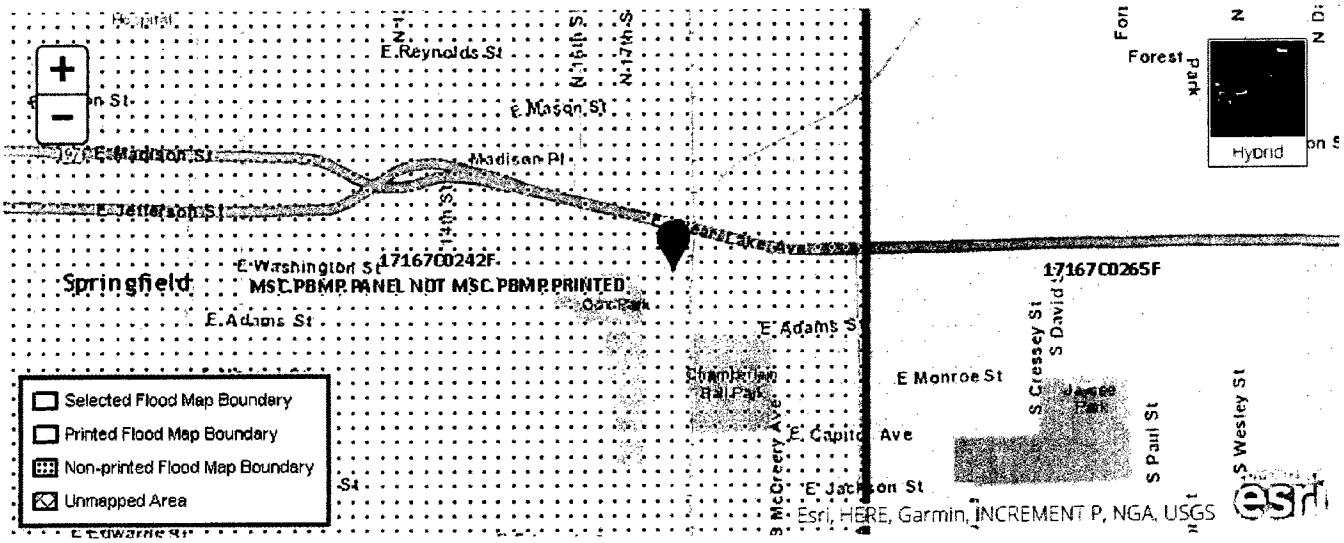


Organizational Chart
ATTACHMENT - 4

Flood Plain Requirements

The proposed site for Fresenius Kidney Care Springfield East lies in an unmapped area therefore no flood plain data is available.

Locator Map



Illinois Historic Preservation Agency

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

FAX (217) 524-7525
www.illinoishistory.gov

Sangamon County
Springfield
CON - Lease to Establish a 9-Station Dialysis Facility
1800 E. Washington St.
IHPA Log #012012417

February 2, 2017

Lori Wright
Fresenius Kidney Care
3500 Lacey Road
Downers Grove, IL 60515

Dear Ms. Wright:

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

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

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

If you have any further questions, please contact David Halpin, Cultural Resources Manager, at 217/785-4998.

Sincerely,

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

Historical Determination
ATTACHMENT - 6

SUMMARY OF PROJECT COSTS

Modernization	
General Conditions	62,667
Temp Facilities, Controls, Cleaning, Waste Management	3,133
Concrete	16,043
Masonry	19,051
Metal Fabrications	9,400
Carpentry	110,168
Thermal, Moisture & Fire Protection	22,309
Doors, Frames, Hardware, Glass & Glazing	85,854
Walls, Ceilings, Floors, Painting	202,414
Specialities	15,667
Casework, Fl Mats & Window Treatments	7,520
Piping, Sanitary Waste, HVAC, Ductwork, Roof Penetrations	401,068
Wiring, Fire Alarm System, Lighting	241,643
Miscelleanous Construction Costs	56,400
Total	**$1,253,337**

Contingencies	**$120,377**

Architecture/Engineering Fees	**$130,000**

Moveable or Other Equipment	
Dialysis Chairs	23,000
Clinical Furniture & Equipment	26,000
Office Equipment & Other Furniture	25,000
Water Treatment	120,000
TVs & Accessories	30,000
Telephones	15,000
Generator	10,000
Facility Automation	20,000
Other miscellaneous	10,000
	$279,000

Fair Market Value of Leased Space and Equipment	
FMV Leased Space (7,081 GSF)	835,548
FMV Leased Dialysis Machines	157,575
FMV Leased Office Equipment	13,000
	$1,006,123

Grand Total	**$2,788,837**

Itemized Costs

ATTACHMENT - 7

Current Fresenius CON Permits and Status

Project Number	Project Name	Project Type	Completion Date	Comment
#14-026	Fresenius Kidney Care New City	Establishment	09/30/2017	Open 11/02/2016, awaiting CMS certification letter
#14-047	Fresenius Kidney Care Humboldt Park	Establishment	12/31/2017	Open 3/29/17
#15-028	Fresenius Kidney Care Schaumburg	Establishment	02/28/2017	Obligated/Permitting Phase Construction CED 9/2017
#15-036	Fresenius Kidney Care Zion	Establishment	06/30/2017	Obligated/Construction CED 11/2017
#15-046	Fresenius Kidney Care Beverly Ridge	Establishment	06/30/2017	Obligated/Permitting Phase
#15-050	Fresenius Kidney Care Chicago Heights	Establishment	12/31/2017	Obligated/Construction Underway
#15-062	Fresenius Kidney Care Belleville	Establishment	12/31/2017	Obligated/Construction Underway
#16-024	Fresenius Kidney Care East Aurora	Establishment	09/30/2018	Obligated/Construction CED 10/2017
#16-035	Fresenius Kidney Care Evergreen Park	Relocation	12/31/2017	CED May 15, 2017
#16-029	Fresenius Medical Care Ross Dialysis - Englewood	Relocation/ Expansion	12/31/2018	Permitted January 24, 2017
#16-034	Fresenius Kidney Care Woodridge	Establishment	12/31/2017	Permitted March 14, 2017
#16-042	Fresenius Kidney Care Paris Community	Establishment	09/30/2018	Permitted March 14, 2017
#16-049	Fresenius Medical Care Macomb	Relocation/ Expansion	12/31/2018	Permitted March 14, 2017
#17-003	Fresenius Kidney Care Gurnee	Expansion	03/31/2018	Permitted May 2, 2017
#17-004	Fresenius Kidney Care Mount Prospect	Establishment	12/31/2018	Permitted May 2, 2017
E18-017	Fresenius Medical Care Lake Bluff	CHOW		Approved May 1, 2017

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.**

		Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
Dept. / Area	**Cost**	**Existing**	**Proposed**	**New Const.**	**Modernized**	**As Is**	**Vacated Space**
REVIEWABLE							
In-Center Hemodialysis	$2,130,461		5,306		5,306		
Total Clinical	$2,130,461		5,306		5,306		
NON REVIEWABLE							
Non-Clinical (Administrative, Mechanical, Staff, Waiting Room Areas)	$658,376		1,775		1,775		
Total Non-clinical	$658,376		1,775		1,775		
TOTAL	**$2,788,837**		**7,081**		**7,081**		

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.

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	Boilingbrook	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	Deefield	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 Aurora	-	840 N. Farnsworth Avenue	Aurora	60505
East Peoria	14-2562	3300 North Main Street	East Peoria	61611
Elgin	14-2726	2130 Point Boulevard	Elgin	60123
Elk Grove	14-2507	901 Biesterfield 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
Galesburg	14-8628	765 N Kellogg St, Ste 101	Galesburg	61401
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	14-2798	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
Mount Prospect		1710-1790 W. Golf Road	Mount Prospect	60056
Mundelein	14-2731	1400 Townline Road	Mundelein	60060
Naperbrook	14-2765	2451 S Washington	Naperville	60565

Facility List
ATTACHMENT - 11

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
Plainfield North	14-2596	24024 W. Riverwalk Court	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	14-2802	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	14-2802	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 Springfield East, 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 Springfield East, 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: _____

ITS: Bryan Mello
Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this 20 day of Jan, 2017

C Wynelle Scenna
Signature of Notary

Seal

C. WYNELLE SCENNA
Notary Public
Massachusetts
Commission Expires Jun 25, 2021

ATTACHMENT - 11

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: Bryan Mello
Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this 14 day of Dec, 2016

C Wynelle Scenna
Signature of Notary

Seal

C. WYNELLE SCENNA
Notary Public
Massachusetts
Commission Expires Jun 25, 2021

By: _____

ITS: Maria T. C. Notar
Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this 14 day of Dec, 2016

C Wynelle Scenna
Signature of Notary

Seal

C. WYNELLE SCENNA
Notary Public
Massachusetts
Commission Expires Jun 25, 2021

Criterion 1110.230 – Purpose of Project

The purpose of this project is to provide access to dialysis services in a Federally Designated Medically Underserved Area in Springfield, Sangamon County, in HSA 3. The proposed Fresenius Kidney Care (FKC) Springfield East facility will offer patients a continued choice of a dialysis provider, access closer to the neediest ESRD patients while providing access to treatment times that meet each patient's need.

The market to be served by the Springfield East dialysis facility encompasses the city of Springfield with over 116,000 residents, nearby communities and surrounding rural areas of Sangamon County. Currently, there are four dialysis clinics operating in Springfield (excluding Memorial Hospital clinic that does not serve the general ESRD population). There are 13 dialysis clinics total in HSA 3 (also excluding Memorial Hospital), 12 of which are operated by DaVita and just one, FKC Centre West Springfield, that on average operates just under to just over 80% utilization.

The utilization of the FKC Centre West facility was 73% as of March 31, however this utilization fluctuates to 80% at times. This facility also operates an isolation station that is dedicated only for those patients who require isolation services. It cannot be used for the general population of patients. That means that the realistic utilization of the facility as of March 31 was 78%. Operating at this utilization rate drastically lowers access to preferred daytime treatment shifts for new patients creating a wait list at the facility. Dr. Forero and his partner Dr. Downer prefer to treat their patients at FKC and with only one facility to serve their patients operating at a high utilization rate access is restricted.

The proposed Springfield East facility will bring access to dialysis services to a medically underserved area where residents experience low income and high rates of Medicaid eligibility as well as lack of any insurance coverage. Fresenius Kidney Care treats all patients regardless of ability to pay and assists all patients in securing some type of insurance coverage that not only covers their dialysis treatment but other healthcare services as well.

The goal of Fresenius Kidney Care is to establish dialysis services to meet the needs of the underserved, maintain access to preferred treatment schedules and maintain access to a FKC facility securing patient choice.

(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 zip code census was received from The Renal Network.)

Alternatives

1) All Alternatives

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

There is no project of a lesser scope that would address the lack of access to preferred treatment times or that would enhance patient choice of providers in in the Springfield area. Overall utilization is 66% (70% if the three isolation stations operated in the area facilities are not included in the calculation). The only FKC clinic in the area is the most highly utilized at 73% (78% not including the isolation station) creating lack of access for Dr. Forero's patients that chose to treat at a FKC facility. This facility currently does not have room for expansion.

B. Pursuing a joint venture or similar arrangement

The ownership of this facility is structured so that at a later date if there was the desire to form a joint venture a partner would be able to invest in the facility. Fresenius Kidney Care, however, always maintains control of its facilities.

C. Utilizing other health care resources

The Springfield Clinic nephrology practice as a whole (there are four other nephrologists in the practice who cover rural HSA 3) admit to the majority of clinics in the HSA already. Dr. Forero and Dr. Downer would like to maintain access for their patients to a Fresenius facility to give their patients a choice of providers. There is no cost associated with this alternative.

- The only alternative that will provide access to preferred treatment shift times and provide continued patient choice of provider and provide immediate access to underserved residents is to establish the FKC Springfield East dialysis clinic. The cost of this project is $2,788,837.

2) Comparison of Alternatives

	Total Cost	Patient Access	Quality	Financial
Do Nothing	$0	This alternative would not address the lack of access to preferable treatment shift times or choice of provider as the Centre West clinic nears 80% utilization.	No effect	
Joint Venture	$2,788,837	The facility will have the same access whether a JV or wholly owned	The facility will have the same quality whether a JV or not.	Cost of a JV is no different although costs would be shared between members.

Utilize Area Providers	$0	The physicians currently admit to other clinics, however there is only one FKC clinic in all of HSA 3 and as it is near 80% access to this facility is declining along with patient choice of treatment times.	Quality at the FKC clinics is above standards.	No financial cost to patients unless they have to travel out of the area for treatment. Transportation costs would increase.
Establish Fresenius Kidney Care Springfield East	$2,788,837	Access to dialysis services will be established in in a medically underserved area. Dr. Forero's patients will be given access to preferable treatment times that fit their needs Patients will continue to have a choice of providers as area clinic's utilization increases.	Patient clinic quality will be above standards similar to other Fresenius Illinois clinics. Patient satisfaction and quality of life would improve with access to dialysis near their homes and access to treatment times that fit their needs.	The cost is only to Fresenius Kidney Care who is able to meet all of its obligations and is willing to invest in this underserved 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.

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	5,306 (9 Stations)	4,050 – 5,850 BGSF	None	Yes
Non-clinical	1,775	N/A	N/A	N/A

The State Standard for ESRD is between 450 - 650 BGSF per station or 4,050 – 5,850 BGSF. The proposed 5,306 BGSF for the in-center hemodialysis space meets 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	N/A New Facility	48%	80%	No
YEAR 2	IN-CENTER HEMODIALYSIS		85%	80%	Yes

Dr. Forero, the referring physician, and his practice have 70 pre-ESRD patients who reside in Springfield area zip codes that are expected to be referred to the Springfield East facility in the first two years of its operation. The facility is expected to reach the State utilization target of 80%. Calculation includes taking into account yearly patient attrition.

Planning Area Need – Formula Need Calculation:

The site for the proposed Fresenius Kidney Care Springfield East dialysis facility is located in Sangamon County in HSA 3. HSA 3 is comprised of Adams, Brown, Calhoun, Cass, Christian, Greene, Hancock, Jersey, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott Counties. According to the May 2017 inventory there is an excess of 39 stations in HSA 3, however the facility is to be located in a medically underserved area of Springfield and Fresenius Kidney Care's only facility serving Sangamon County and HSA 3, Centre West Springfield, is operating at 73% utilization (78% if the one isolation station is not factored in) limiting access.

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

A. The primary purpose of this project is to provide in-center hemodialysis services to the residents of Sangamon County, specifically the Springfield area which is in HSA 3. 100% of the patients identified to be referred to the Springfield East facility reside in HSA 3, thereby meeting this requirement.

County	HSA	# Pre-ESRD Patients Who Will Be Referred to Fresenius Kidney Care Springfield East
Sangamon	3	70 Pts. 100%

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

A. The primary purpose of this project is to provide optimal access to in-center hemodialysis services to the residents of Sangamon County, specifically the Springfield area, which is in HSA 3. 100% of the patients identified to be referred to the Springfield East facility reside in HSA 3, thereby meeting this requirement.

County	HSA	# Pre-ESRD Patients Who Will Be Referred to Fresenius Kidney Care Springfield East
Sangamon	3	70 Pts. 100%

SPRINGFIELD CLINIC
CARPENTER

Leading the Way

May 5, 2017

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 Nicolas Forero, M.D. and I practice nephrology in Springfield, Illinois at the Springfield Clinic with my partner Merry Downer, M.D. who is the Medical Director of Fresenius Kidney Care Centre West Springfield. I am writing to show my support for the Springfield East dialysis clinic that Fresenius Kidney Care (FKC) proposes. My patients currently receive treatment at the FKC Centre West Springfield clinic and I value the quality of treatment my patients receive there. My concern though is that I often have a difficult time scheduling my new dialysis patients on the treatment shift that they desire. At the Centre West clinic the early morning and early afternoon shifts are always full and my new patients often begin treatment on the evening shift while waiting for a daytime shift to open up. Many patients also prefer the Monday/Wednesday/Friday treatment times so that they can still enjoy their weekend with their families. Treatment schedules on these days are also harder to come by when a clinic has a full schedule.

While there are other clinics in Springfield my patients may go to if they choose, I prefer the treatment they receive from FKC and due to the high utilization at the Centre West facility that option is declining. I feel it would be in my patient's best interest if there was additional access to a FKC facility in Springfield. The proposed Springfield East clinic would meet that need by offering additional treatment times and because it is located in the medically underserved area of Springfield, it would bring treatment options closer to the neediest of my patients.

At the Centre West facility Dr. Downer and I were treating 70 patients at the end of 2014, 73 at the end of 2015, 72 at the end of 2016 and 73 as of the most recent quarter. Over the past twelve months we referred 34 new hemodialysis patients for services to the FKC Centre West facility. There are currently 90 Chronic Kidney Disease (CKD) patients of ours in the Springfield area who could be expected to begin dialysis in the next two years at the Centre West facility. There will not be enough room for all of my pre-ESRD patients to be accommodated there. We have another 70 pre-ESRD patients that we expect could begin dialysis treatment in the following two years at the proposed Springfield East facility in the first 24 months that it is open.

Springfield Clinic Carpenter
350 West Carpenter
Springfield, Illinois 62702
217.528.7541 • 800.444.7541
springfieldclinic.com

ATTACHMENT #3

SPRINGFIELD CLINIC
CARPENTER

Leading the Way

Thank you for your time and consideration of the plan of care that I have for my patients' treatment and I respectfully ask that you approve the Springfield East facility to allow continued dialysis access for my Springfield area end stage renal disease patients.

I attest to the fact that to the best of my knowledge, all the information contained in this letter is true and correct and that the projected referrals in this document were not used to support any other CON application.

Sincerely,

Nicolas Forero, M.D.

Notarization:
Subscribed and sworn to before me
this 5th day of May, 2017

Candace M. Turoski
Signature of Notary

Seal

OFFICIAL SEAL
CANDACE M TUROSKI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/09/17

Springfield Clinic Carpenter
350 West Carpenter
Springfield, Illinois 62702
217.528.7541 • 800.444.7541
www.SpringfieldClinic.com

ATTACHMENT 24c-3

PRE-ESRD PATIENTS IDENTIFIED FOR FKC SPRINGFIELD EAST

ZIP Code	Patients
62684	2
62520	1
62561	2
62707	3
62563	2
62701	1
62625	1
62702	16
62703	11
62704	15
62711	8
62712	3
62536	1
62629	3
Total	**70**

NEW REFERRALS OF SPRINGFIELD CLINIC NEPHROLOGISTS FOR THE PAST TWELVE MONTHS

Fresenius Kidney Care Centre West Springfield			
Zip Code	**Patients**	**Zip Code**	**Patients**
60446	1	62629	2
62522	1	62642	1
62530	1	62670	3
62548	1	62675	1
62558	1	62702	2
62560	1	62703	2
62561	1	62704	5
62568	1	62707	1
62615	3	62711	3
62618	1	62712	1
62627	1	**Total**	**34**

ATTACHMENT 24c-3

HEMODIALYSIS PATIENTS OF SPRINGFIELD CLINIC NEPHROLOGISTS AT FKC CENTRE WEST SPRINGFIELD

Springfield Clinic Hemodialysis Patients				
Zip Code	**2014**	**2015**	**2016**	**Mar-17**
61701	0	1	0	0
61739	1	1	0	0
62044	1	0	0	0
62520	1	2	1	0
62533	0	1	0	0
62548	0	0	0	1
62558	1	0	0	1
62560	0	0	0	1
62561	1	2	3	3
62563	0	1	1	1
62613	2	3	3	2
62615	2	1	2	2
62624	1	0	0	0
62627	0	0	1	0
62629	0	1	2	3
62642	0	1	2	1
62644	1	0	0	0
62650	1	0	0	0
62670	1	1	3	1
62673	1	0	0	0
62675	1	0	0	1
62677	0	2	1	0
62684	1	1	1	1
62688	1	2	0	0
62690	2	1	2	1
62692	1	1	1	1
62702	13	17	16	15
62703	18	16	13	12
62704	10	9	10	13
62707	3	3	4	4
62708	0	1	1	1
62711	5	4	3	5
62712	1	1	2	3
Total	**70**	**73**	**72**	**73**

ATTACHMENT 24c - 3

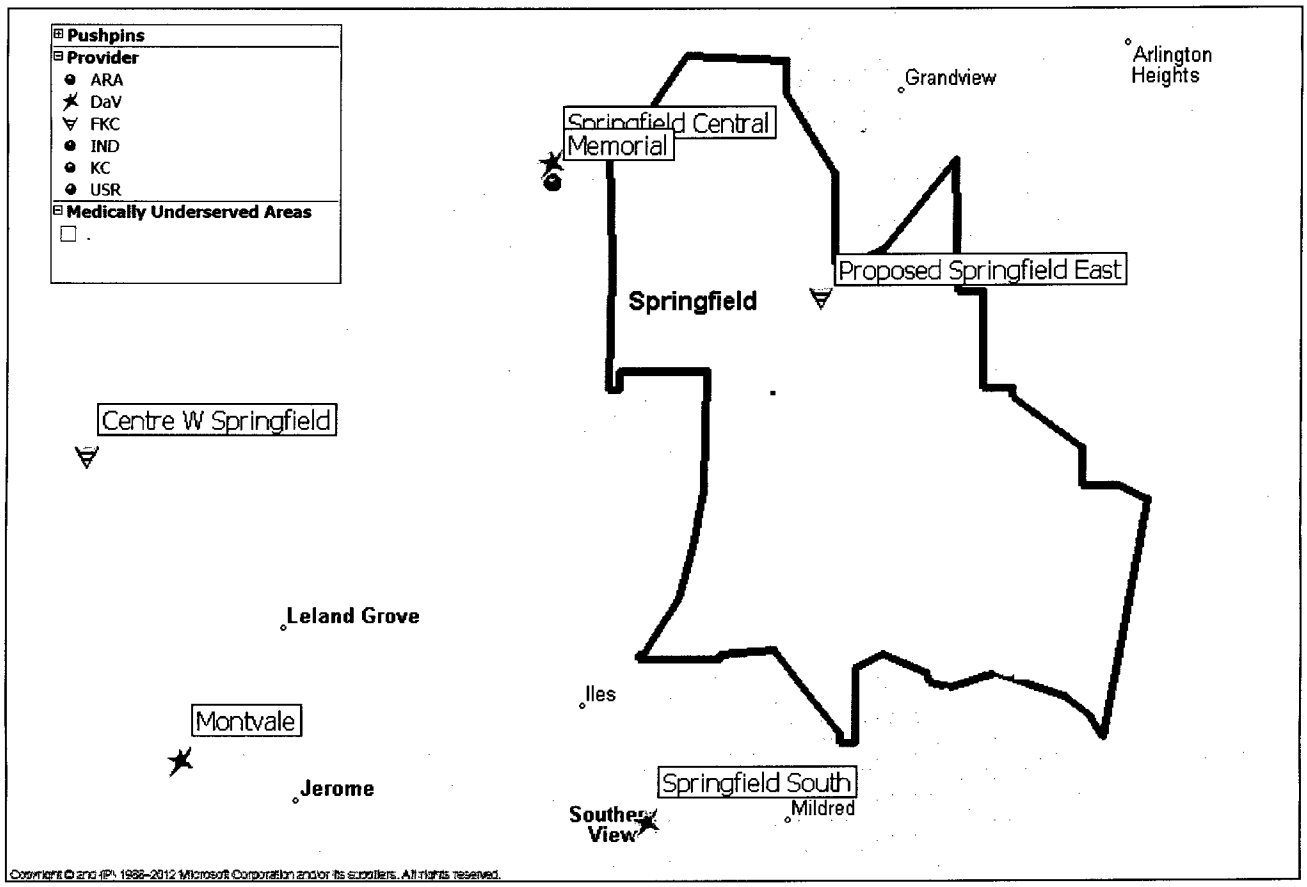
Service Accessibility – Service Restrictions

The proposed Fresenius Kidney Care Springfield East dialysis facility will be located in a medically underserved area of Springfield in Sangamon County, HSA 3 which is comprised of the counties of Adams, Brown, Calhoun, Cass, Christian, Greene, Hancock, Jersey, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott. This project will not only provide services convenient to the neediest patients, but maintain access to favored treatment shift times to meet each patient's need while maintaining access to a FKC clinic, giving physicians and patients a choice of providers

The zip code of the proposed facility is in a medically underserved area. This population has limitations due to social and economic status. According to the 2010 U.S. Census 37% of the residents of the proposed facility zip code were African American. African Americans are three times or more as likely as the Caucasian population to suffer from high blood pressure and diabetes leading to kidney failure. The population in this zip code also experience high poverty levels and lack of health care coverage.

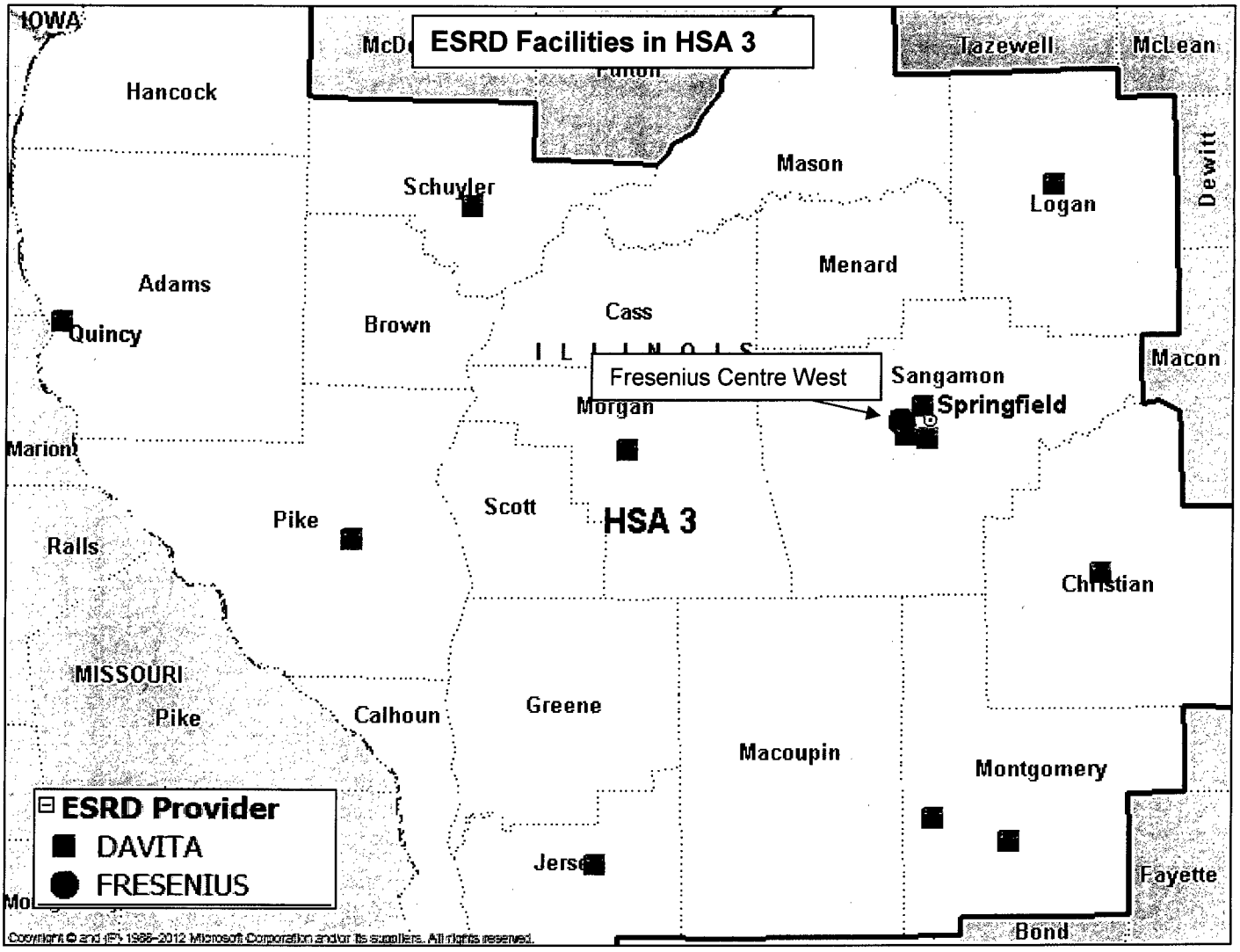
Zip Code	Public Health Insurance	No Health Insurance	Income Below Poverty
62703	50%	12%	32%

Clinics Within 30 Minutes of FKC Springfield East and MUA Location



ESRD FACILITIES IN HSA 3

There are 13 ESRD facilities in HSA 3 not including the Memorial Hospital Springfield facility which is hospital based and serves patients who are not able physically to go to a non-hospital based facility. Of these, 12 are operated by DaVita and only one, Centre West Springfield, is operated by Fresenius. The utilization of the Fresenius facility hovers around 80% limiting patient treatment schedule time choices as well as access to a choice of a provider in Springfield and HSA 3. Additional access is needed for those patients/physicians who wish to utilize a Fresenius clinic.



ESRD Facilities Within 30-Minutes of Fresenius Kidney Care Centre West Springfield

Facility	Address	City	ZIP Code	MapQuest Miles	MapQuest Time	x1.15 Adj	Mar-17 Stations	Isolation Stations	March 2017 Patients	March 2017 Utilization	March 2017 Utl without Isolation Stations
FKC Centre West Springfield	1112 Centre West Dr	Springfield	62704	4.4	12	14	16	1	70	72.92%	77.78%
DaVita Springfield Central*	932 N Rutledge St	Springfield	62702	7	2.1	2	21	1	76	60.32%	63.33%
DaVita Springfield South	2930 S 6th Street	Springfield	62703	11	3.9	4	12	1	46	63.89%	69.70%
DaVita Montvale	2930 Montvale Dr	Springfield	62704	6.1	16	18	17	0	69	67.65%	67.65%
							66	**3**	**191**	**66%**	**70.00%**

*Relocating per #16-036 and expected to reach 87% with patients identified in that application.

Memorial Hospital	800 N Rutledge	Springfield	62702	2	6	6.9	6	N/A		

This is a small hospital based facility and only serves patients who because of physicial and health limitations are not able to dialzye at a non-hospital based dialysis clinic. Therefore the this facility has not been included in review of the area clinics. They also did not report March 2017 patient census.

U S Department of Health & Human Services

HRSA Health Resources & Services Administration
Data Warehouse

Shortage Designations and Scores Frozen for Loan Repayment Program Application Cycles

Daily updates of Health Professional Shortage Area (HPSA) data have been suspended and HPSA scores locked for the National Health Service Corps and NURSE Corps Loan Repayment Programs' new award application cycle. Daily HPSA data updates are scheduled to resume in Spring 2017. Please direct any questions to your State Primary Care Office or the appropriate Shortage Designation Project Officer.

Find Shortage Areas by Address Results

Input address: 1800 E. Washington Street, Springfield, Illinois 62703
Geocoded address: 1800 E Washington St, Springfield, Illinois, 62703

Start Over

HPSA Data as of 1/1/2017
MUA Data as of 1/16/2017

[+] More about this address

In a Dental Health HPSA: Yes
HPSA Name: Low Income - East Side Springfield
ID: 6179991750
Designation Type: Hpsa Population
Status: Designated
Score: 17
Designation Date: 02/27/2001
Last Update Date: 08/27/2013

In a Mental Health HPSA: Yes
HPSA Name: Low Income - Sangamon County
ID: 7179991769
Designation Type: Hpsa Population
Status: Designated

MUA Designation
ATTACHMENT – 2b 5

Score: 13
Designation Date: 08/24/2004
Last Update Date: 04/18/2014

Click on the image to see an expanded

In a Primary Care HPSA: Yes
HPSA Name: Low Income - Sangamon County
ID: 11799917Q0
Designation Type: Hpsa Population
Status: Designated
Score: 7
Designation Date: 06/28/2011
Last Update Date: 03/24/2014

In a MUA/P: Yes
Service Area Name: Springfield Service Area
ID: 00859
Designation Type: Medically Underserved Area
Designation Date: 05/18/1994
Last Update Date: 08/30/1996

Note: The address entered is geocoded and then compared against the HPSA and MUA/P data in the HRSA Data Warehouse. Due to geoprocessing limitations, the designation cannot be guaranteed to be 100% accurate and does not constitute an official determination. If you feel the result is in error, please refer to http://answers.hrsa.gov.

National Kidney Foundation®

AFRICAN AMERICANS AND KIDNEY DISEASE

Due to high rates of diabetes, high blood pressure and heart disease, Blacks and African Americans have an increased risk of developing kidney failure. Blacks and African Americans need to be aware of these risk factors and visit their doctor or clinic regularly to check their blood sugar, blood pressure, urine protein and kidney function.

- Blacks and African Americans suffer from kidney failure at a significantly higher rate than Caucasians - more than 3 times higher.
- African Americans constitute more than 35% of all patients in the U.S. receiving dialysis for kidney failure, but only represent 13.2% of the overall U.S. population.
- Diabetes is the leading cause of kidney failure in African Americans. African Americans are twice as likely to be diagnosed with diabetes as Caucasians. Approximately 4.9 million African Americans over 20 years of age are living with either diagnosed or undiagnosed diabetes.
- The most common type of diabetes in African Americans is type 2 diabetes. The risk factors for this type of diabetes include: family history, impaired glucose tolerance, diabetes during pregnancy, hyperinsulinemia and insulin resistance, obesity and physical inactivity. African Americans with diabetes are more likely to develop complications of diabetes and to have greater disability from these complications than Caucasians. African Americans are also more likely to develop serious complications such as heart disease and strokes.
- High blood pressure is the second leading cause of kidney failure among African Americans, and remains the leading cause of death due to its link with heart attacks and strokes.

Updated January 2016

Sources of Facts and Statistics:

United States Renal Data System (http://www.usrds.org), **Centers for Disease Control and Prevention** (http://www.cdc.gov), **National Diabetes Education Program** (http://ndep.nih.gov/), **National Institute of Diabetes and Digestive and Kidney Diseases** (http://www2.niddk.nih.gov), **National Institutes of Health** (http://diabetes.niddk.nih.gov), **United States Census Bureau** (http://www.census.gov), **The U.S. Department of Health and Human Services Department of Minority Health** (http://www.minorityhealth.hhs.gov)

Service Accessibility
ATTACHMENT – 24c - 5

United States Census Bureau

Feedback FAQs Glossary Help

MAIN | COMMUNITY FACTS | GUIDED SEARCH | ADVANCED SEARCH | DOWNLOAD CENTER

Community Facts - Find popular facts (population, income, etc.) and frequently requested data about your community.

Enter a state, county, city, town, or zip code: springfield, il GO

- Population
- Age
- Business and Industry
- Education
- Governments
- Housing
- Income
- Origins and Language
- Poverty
- Race and Hispanic Origin
- Veterans

Show All

Springfield city, Illinois

Population

Census 2010 Total Population

Bookmark/Save | Print

116,250 Source: 2010 Demographic Profile

Popular tables for this geography:

2010 Census
- General Population and Housing Characteristics (Population, Age, Sex, Race, Households and Housing, ...)
- Race and Hispanic or Latino Origin
- Hispanic or Latino by Type (Mexican, Puerto Rican, ...)
- Households and Families (Relationships, Children, Household Size, ...)

2015 American Community Survey
- Demographic and Housing Estimates (Age, Sex, Race, Households and Housing, ...)

2016 Population Estimates Program
- Annual Population Estimates

Census 2000
- General Demographic Characteristics (Population, Age, Sex, Race, Households and Housing, ...)

• Want more? Need help? Use Guided Search or visit Census.gov's Quick Facts.

U.S. Census Bureau

AMERICAN FactFinder

DP-1 | Profile of General Population and Housing Characteristics: 2010

2010 Demographic Profile Data

NOTE: For more information on confidentiality protection, nonsampling error, and definitions, see http://www.census.gov/prod/cen2010/doc/dpsf.pdf.

Geography: ZCTA5 62703

Subject	Number	Percent
SEX AND AGE		
Total population	30,333	100.0
Under 5 years	2,207	7.3
5 to 9 years	2,225	7.3
10 to 14 years	2,023	6.7
15 to 19 years	2,427	8.0
20 to 24 years	2,571	8.5
25 to 29 years	2,316	7.6
30 to 34 years	2,007	6.6
35 to 39 years	1,700	5.6
40 to 44 years	1,619	5.3
45 to 49 years	2,009	6.6
50 to 54 years	2,136	7.0
55 to 59 years	1,829	6.0
60 to 64 years	1,471	4.8
65 to 69 years	1,082	3.6
70 to 74 years	810	2.7
75 to 79 years	705	2.3
80 to 84 years	614	2.0
85 years and over	582	1.9
Median age (years)	33.3	(X)
16 years and over	23,478	77.4
18 years and over	22,554	74.4
21 years and over	20,856	68.8
62 years and over	4,558	15.0
65 years and over	3,793	12.5
Male population	14,270	47.0
Under 5 years	1,118	3.7
5 to 9 years	1,115	3.7
10 to 14 years	1,008	3.3
15 to 19 years	1,185	3.9
20 to 24 years	1,232	4.1
25 to 29 years	1,089	3.6
30 to 34 years	961	3.2
35 to 39 years	806	2.7
40 to 44 years	802	2.6
45 to 49 years	974	3.2
50 to 54 years	1,004	3.3
55 to 59 years	862	2.8
60 to 64 years	645	2.1

Subject	Number	Percent
65 to 69 years	476	1.6
70 to 74 years	323	1.1
75 to 79 years	268	0.9
80 to 84 years	236	0.8
85 years and over	166	0.5
Median age (years)	31.9	(X)
16 years and over	10,832	35.7
18 years and over	10,369	34.2
21 years and over	9,562	31.5
62 years and over	1,788	5.9
65 years and over	1,469	4.8
Female population	16,063	53.0
Under 5 years	1,089	3.6
5 to 9 years	1,110	3.7
10 to 14 years	1,015	3.3
15 to 19 years	1,242	4.1
20 to 24 years	1,339	4.4
25 to 29 years	1,227	4.0
30 to 34 years	1,046	3.4
35 to 39 years	894	2.9
40 to 44 years	817	2.7
45 to 49 years	1,035	3.4
50 to 54 years	1,132	3.7
55 to 59 years	967	3.2
60 to 64 years	826	2.7
65 to 69 years	606	2.0
70 to 74 years	487	1.6
75 to 79 years	437	1.4
80 to 84 years	378	1.2
85 years and over	416	1.4
Median age (years)	34.8	(X)
16 years and over	12,646	41.7
18 years and over	12,185	40.2
21 years and over	11,294	37.2
62 years and over	2,770	9.1
65 years and over	2,324	7.7
RACE		
Total population	30,333	100.0
One Race	29,280	96.5
White	17,521	57.8
Black or African American	11,138	36.7
American Indian and Alaska Native	75	0.2
Asian	354	1.2
Asian Indian	145	0.5
Chinese	75	0.2
Filipino	32	0.1
Japanese	7	0.0
Korean	31	0.1
Vietnamese	34	0.1
Other Asian [1]	30	0.1
Native Hawaiian and Other Pacific Islander	2	0.0
Native Hawaiian	1	0.0
Guamanian or Chamorro	1	0.0
Samoan	0	0.0

AMERICAN FactFinder

DP03

SELECTED ECONOMIC CHARACTERISTICS

2011-2015 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Tell us what you think. Provide feedback to help make American Community Survey data more useful for you.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Subject	ZCTA5 62703			
	Estimate	Margin of Error	Percent	Percent Margin of Error
EMPLOYMENT STATUS				
Population 16 years and over	24,666	+/-799	24,666	(X)
In labor force	15,629	+/-762	63.4%	+/-2.1
Civilian labor force	15,582	+/-750	63.2%	+/-2.1
Employed	13,415	+/-731	54.4%	+/-2.3
Unemployed	2,167	+/-348	8.8%	+/-1.4
Armed Forces	47	+/-74	0.2%	+/-0.3
Not in labor force	9,037	+/-552	36.6%	+/-2.1
Civilian labor force	15,582	+/-750	15,582	(X)
Unemployment Rate	(X)	(X)	13.9%	+/-2.1
Females 16 years and over	13,632	+/-567	13,632	(X)
In labor force	8,552	+/-550	62.7%	+/-2.8
Civilian labor force	8,505	+/-540	62.4%	+/-2.8
Employed	7,507	+/-522	55.1%	+/-3.0
Own children of the householder under 6 years	3,008	+/-390	3,008	(X)
All parents in family in labor force	2,465	+/-348	81.9%	+/-6.3
Own children of the householder 6 to 17 years	4,700	+/-488	4,700	(X)
All parents in family in labor force	3,720	+/-440	79.1%	+/-6.4
COMMUTING TO WORK				
Workers 16 years and over	13,228	+/-731	13,228	(X)
Car, truck, or van -- drove alone	9,961	+/-619	75.3%	+/-2.6
Car, truck, or van -- carpooled	1,233	+/-263	9.3%	+/-1.9
Public transportation (excluding taxicab)	701	+/-218	5.3%	+/-1.6
Walked	683	+/-151	5.2%	+/-1.2
Other means	276	+/-137	2.1%	+/-1.0
Worked at home	374	+/-122	2.8%	+/-0.9

Subject	ZCTA5 62703			
	Estimate	Margin of Error	Percent	Percent Margin of Error
Mean travel time to work (minutes)	16.3	+/-1.1	(X)	(X)
OCCUPATION				
Civilian employed population 16 years and over	13,415	+/-731	13,415	(X)
Management, business, science, and arts occupations	3,954	+/-387	29.5%	+/-3.0
Service occupations	3,697	+/-458	27.6%	+/-2.8
Sales and office occupations	3,537	+/-398	26.4%	+/-2.4
Natural resources, construction, and maintenance occupations	696	+/-185	5.2%	+/-1.3
Production, transportation, and material moving occupations	1,531	+/-290	11.4%	+/-2.1
INDUSTRY				
Civilian employed population 16 years and over	13,415	+/-731	13,415	(X)
Agriculture, forestry, fishing and hunting, and mining	88	+/-67	0.7%	+/-0.5
Construction	425	+/-148	3.2%	+/-1.1
Manufacturing	720	+/-178	5.4%	+/-1.4
Wholesale trade	196	+/-98	1.5%	+/-0.7
Retail trade	1,635	+/-325	12.2%	+/-2.2
Transportation and warehousing, and utilities	641	+/-176	4.8%	+/-1.3
Information	212	+/-97	1.6%	+/-0.7
Finance and insurance, and real estate and rental and leasing	836	+/-226	6.2%	+/-1.6
Professional, scientific, and management, and administrative and waste management services	909	+/-195	6.8%	+/-1.4
Educational services, and health care and social assistance	3,829	+/-369	28.5%	+/-2.8
Arts, entertainment, and recreation, and accommodation and food services	1,705	+/-349	12.7%	+/-2.3
Other services, except public administration	687	+/-195	5.1%	+/-1.4
Public administration	1,532	+/-221	11.4%	+/-1.7
CLASS OF WORKER				
Civilian employed population 16 years and over	13,415	+/-731	13,415	(X)
Private wage and salary workers	10,185	+/-698	75.9%	+/-2.1
Government workers	2,983	+/-296	22.2%	+/-2.2
Self-employed in own not incorporated business workers	240	+/-74	1.8%	+/-0.5
Unpaid family workers	7	+/-10	0.1%	+/-0.1
INCOME AND BENEFITS (IN 2015 INFLATION-ADJUSTED DOLLARS)				
Total households	12,325	+/-400	12,325	(X)
Less than $10,000	1,481	+/-229	12.0%	+/-1.7
$10,000 to $14,999	908	+/-213	7.4%	+/-1.7
$15,000 to $24,999	2,112	+/-277	17.1%	+/-2.2
$25,000 to $34,999	1,342	+/-234	10.9%	+/-1.9
$35,000 to $49,999	1,724	+/-250	14.0%	+/-2.0
$50,000 to $74,999	2,199	+/-316	17.8%	+/-2.5
$75,000 to $99,999	1,345	+/-231	10.9%	+/-1.8
$100,000 to $149,999	930	+/-178	7.5%	+/-1.4
$150,000 to $199,999	208	+/-83	1.7%	+/-0.7
$200,000 or more	76	+/-50	0.6%	+/-0.4
Median household income (dollars)	37,342	+/-2,781	(X)	(X)
Mean household income (dollars)	48,136	+/-2,045	(X)	(X)
With earnings	9,070	+/-420	73.6%	+/-2.2
Mean earnings (dollars)	47,397	+/-2,152	(X)	(X)
With Social Security	3,694	+/-233	30.0%	+/-2.0
Mean Social Security income (dollars)	15,350	+/-855	(X)	(X)
With retirement income	2,659	+/-261	21.6%	+/-2.2
Mean retirement income (dollars)	24,264	+/-2,829	(X)	(X)

Subject	ZCTA5 62703			
	Estimate	Margin of Error	Percent	Percent Margin of Error
With Supplemental Security Income	958	+/-173	7.8%	+/-1.4
Mean Supplemental Security Income (dollars)	9,407	+/-995	(X)	(X)
With cash public assistance income	695	+/-181	5.6%	+/-1.5
Mean cash public assistance income (dollars)	3,665	+/-980	(X)	(X)
With Food Stamp/SNAP benefits in the past 12 months	3,478	+/-285	28.2%	+/-2.1
Families	7,241	+/-411	7,241	(X)
Less than $10,000	782	+/-171	10.8%	+/-2.2
$10,000 to $14,999	501	+/-162	6.9%	+/-2.2
$15,000 to $24,999	1,205	+/-218	16.6%	+/-2.8
$25,000 to $34,999	595	+/-155	8.2%	+/-2.2
$35,000 to $49,999	878	+/-150	12.1%	+/-2.1
$50,000 to $74,999	1,360	+/-246	18.8%	+/-3.1
$75,000 to $99,999	884	+/-197	12.2%	+/-2.6
$100,000 to $149,999	804	+/-164	11.1%	+/-2.1
$150,000 to $199,999	174	+/-76	2.4%	+/-1.0
$200,000 or more	58	+/-46	0.8%	+/-0.6
Median family income (dollars)	44,539	+/-4,718	(X)	(X)
Mean family income (dollars)	54,203	+/-2,981	(X)	(X)
Per capita income (dollars)	19,212	+/-882	(X)	(X)
Nonfamily households	5,084	+/-351	5,084	(X)
Median nonfamily income (dollars)	30,481	+/-2,816	(X)	(X)
Mean nonfamily income (dollars)	37,390	+/-2,736	(X)	(X)
Median earnings for workers (dollars)	22,838	+/-1,225	(X)	(X)
Median earnings for male full-time, year-round workers (dollars)	40,856	+/-2,599	(X)	(X)
Median earnings for female full-time, year-round workers (dollars)	30,859	+/-1,732	(X)	(X)
HEALTH INSURANCE COVERAGE				
Civilian noninstitutionalized population	31,717	+/-1,140	31,717	(X)
With health insurance coverage	27,984	+/-1,146	88.2%	+/-1.7
With private health insurance	15,774	+/-786	49.7%	+/-2.5
With public coverage	15,884	+/-1,092	50.1%	+/-2.5
No health insurance coverage	3,733	+/-564	11.8%	+/-1.7
Civilian noninstitutionalized population under 18 years	8,280	+/-689	8,280	(X)
No health insurance coverage	274	+/-162	3.3%	+/-2.0
Civilian noninstitutionalized population 18 to 64 years	19,757	+/-706	19,757	(X)
In labor force:	14,677	+/-708	14,677	(X)
Employed:	12,646	+/-706	12,646	(X)
With health insurance coverage	10,652	+/-592	84.2%	+/-2.4
With private health insurance	8,374	+/-531	66.2%	+/-3.2
With public coverage	2,636	+/-372	20.8%	+/-2.6
No health insurance coverage	1,994	+/-353	15.8%	+/-2.4
Unemployed:	2,031	+/-341	2,031	(X)
With health insurance coverage	1,489	+/-307	73.3%	+/-6.2
With private health insurance	500	+/-142	24.6%	+/-6.7
With public coverage	1,089	+/-283	53.6%	+/-7.8
No health insurance coverage	542	+/-136	26.7%	+/-6.2
Not in labor force:	5,080	+/-488	5,080	(X)
With health insurance coverage	4,185	+/-463	82.4%	+/-3.9
With private health insurance	2,137	+/-245	42.1%	+/-4.6

Subject	ZCTA5 62703			
	Estimate	Margin of Error	Percent	Percent Margin of Error
With public coverage	2,290	+/-384	45.1%	+/-5.0
No health insurance coverage	895	+/-208	17.6%	+/-3.9
PERCENTAGE OF FAMILIES AND PEOPLE WHOSE INCOME IN THE PAST 12 MONTHS IS BELOW THE POVERTY LEVEL				
All families	(X)	(X)	26.4%	+/-3.0
With related children of the householder under 18 years	(X)	(X)	40.5%	+/-4.4
With related children of the householder under 5 years only	(X)	(X)	50.9%	+/-12.0
Married couple families	(X)	(X)	9.2%	+/-3.2
With related children of the householder under 18 years	(X)	(X)	17.3%	+/-7.2
With related children of the householder under 5 years only	(X)	(X)	5.8%	+/-9.6
Families with female householder, no husband present	(X)	(X)	46.8%	+/-5.3
With related children of the householder under 18 years	(X)	(X)	56.3%	+/-6.0
With related children of the householder under 5 years only	(X)	(X)	80.2%	+/-12.4
All people	(X)	(X)	32.0%	+/-2.9
Under 18 years	(X)	(X)	50.6%	+/-5.5
Related children of the householder under 18 years	(X)	(X)	50.3%	+/-5.6
Related children of the householder under 5 years	(X)	(X)	57.9%	+/-8.1
Related children of the householder 5 to 17 years	(X)	(X)	46.9%	+/-6.6
18 years and over	(X)	(X)	25.1%	+/-2.4
18 to 64 years	(X)	(X)	28.4%	+/-2.8
65 years and over	(X)	(X)	8.8%	+/-2.8
People in families	(X)	(X)	31.2%	+/-3.8
Unrelated individuals 15 years and over	(X)	(X)	34.2%	+/-3.6

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

Employment and unemployment estimates may vary from the official labor force data released by the Bureau of Labor Statistics because of differences in survey design and data collection. For guidance on differences in employment and unemployment estimates from different sources go to Labor Force Guidance.

Workers include members of the Armed Forces and civilians who were at work last week.

Occupation codes are 4-digit codes and are based on Standard Occupational Classification 2010.

Industry codes are 4-digit codes and are based on the North American Industry Classification System (NAICS). The Census industry codes for 2013 and later years are based on the 2012 revision of the NAICS. To allow for the creation of 2011-2015 tables, industry data in the multiyear files (2011-2015) were recoded to 2013 Census industry codes. We recommend using caution when comparing data coded using 2013 Census industry codes with data coded using Census industry codes prior to 2013. For more information on the Census industry code changes, please visit our website at https://www.census.gov/people/io/methodology/.

Logical coverage edits applying a rules-based assignment of Medicaid, Medicare and military health coverage were added as of 2009 -- please see https://www.census.gov/library/working-papers/2010/demo/coverage_edits_final.html for more details. The 2008 data table in American FactFinder does not incorporate these edits. Therefore, the estimates that appear in these tables are not comparable to the estimates in the 2009 and later tables. Select geographies of 2008 data comparable to the 2009 and later tables are available at https://www.census.gov/data/tables/time-series/acs/1-year-re-run-health-insurance.html. The health insurance coverage category names were modified in 2010. See https://www.census.gov/topics/health/health-insurance/about/glossary.html#par_textimage_18 for a list of the insurance type definitions.

Unnecessary Duplication/Maldistribution

Population Within 30-Minutes Travel Time

ZIP Code	Population
62515	961
62520	1,529
62530	1,532
62531	1,792
62536	912
62539	1,358
62545	1,246
62547	804
62548	2,258
62551	837
62558	3,590
62561	5,315
62563	5,686
62613	3,872
62615	5,748
62625	855
62629	12,949
62634	821
62642	1,440
62661	1,213
62666	616
62670	2,997
62675	6,154
62677	2,562
62684	5,111
62688	761
62690	4,120
62693	1,638
62701	1,152
62702	37,281
62703	30,333
62704	39,831
62707	7,648
62711	15,347
62712	10,302
Total	**220,571**

1. (A-B-C) The ratio of ESRD stations to population in the zip codes within a 30-minute radius of Fresenius Kidney Care Springfield East is 1 station per 3,063 residents according to the 2010 census demonstrating need. However there are conditions existing in Springfield and HSA 3 that make this ratio misrepresentative of actual availability of stations.

    a. Memorial Hospital Springfield hospital based dialysis unit is a 6-station facility that treats patients whose health/physical condition limits them to dialyzing at the hospital. Area nephrologists do not utilize this facility as a general out-patient facility and as of March 31, 2017 had zero patients. If these six stations are removed from the ratio calculation the ratio of stations to population is 1 station per 3,342.

    b. Further conditions misrepresenting these ratios is the fact that of the 14 ESRD facilities in HSA 3, 9 are largely serving rural areas. Only one of these facilities is operating the 6 patient shifts, (3 daily M/W/F and 3 daily T/TH/S) that the Board bases its utilization calculations on. The shifts in operation are usually the 2 daytime shifts. Many rural clinics will continue to add stations per the 2-year/10% rule in order to keep rural patients dialyzing on these two daytime shifts because there is limited transportation in rural areas and generally any available transportation does not operate in the evening hours. In the rural areas it is preferred for patients and staff to avoid travelling on long dark country roads after dark. If Board utilization calculations took into account how rural clinics generally operate the ratio of stations to population would exhibit a much higher station need in rural HSAs.

    The State ratio is 1 station per 2,831 residents (based on 2015 census projections and the May 2017 Board station inventory).

Facilities Located in HSA 3 and Shift Operations

HSA	Star Rating	Facility Name	Location	# Shifts M/W/F	# Shifts T/TH/S	Total Shifts	March 31, 2017		
							Stations	Patients	Utilization
3	3	FKC Centre West Springfield	Springfield	3	2	**5**	15	70	77.78%
3	4	DaVita Springfield Central[1]	Springfield	3	2	**5**	21	76	60.32%
3	5	DaVita Springfield South	Springfield	3	1	**4**	12	46	63.89%
3	3	DaVita Montvale	Springfield	3	2	**5**	17	69	67.65%
3	3	DaVita Adams County	Quincy	2	1	**3**	17	58	56.86%
3	4	DaVita Jacksonville	Jacksonville	2	2	**4**	14	51	60.71%
3	4	DaVita Jerseyville[2]	Jerseyville	3	3	**6**	17	40	39.22%
3	5	DaVita Lincoln	Lincoln	2	0	**2**	14	30	35.71%
3	4	DaVita Litchfield	Litchfield	3	2	**5**	12	51	70.83%
3	N/A	DaVita Montgomery County[3]	Hillsboro	N/A	N/A	**N/A**	8	6	12.50%
3	3	DaVita Pittsfield	Pittsfield	3	0	**3**	5	12	40.00%
3	5	DaVita Rushville	Rushville	2	1	**3**	8	17	35.42%
3	5	DaVita Taylorville	Taylorville	2	2	**4**	10	46	76.67%

[1] DaVita Springfield Central received permit to relocate, #16-036, and identified patients to bring that facility to 87% utilization.

[2]DaVita Jerseyville approved #16-040 to add 9 stations bringing utilization down to 39.22%. Stations not yet operational so it is unclear if the facility will still operate 6 shifts.

[3]DaVita Montgomery County, #15-035, was complete as of March 8, 2017 and is beginning its 2-year ramp up period.

3	N/A	Memorial Medical Center*	Springfield				6		0.00%

*Memorial Medical Center operates a 6 station out-patient facility however they only treat patients who because of physical/health limitations cannot go to the DaVita or Fresenius facilities.

Facilities within 30-Minutes of FKC Springfield East

Facility	Address	City	ZIP Code	MapQuest		x1.15 Adj	Mar-17 Stations	Isolation Stations	March 2017		March 2017 Utl without Isolation Stations
				Miles	Time				Patients	Utilization	
FKC Centre West Springfield	1112 Centre West Dr	Springfield	62704	4.4	12	14	16	1	70	72.92%	77.78%
DaVita Springfield Central*	932 N Rutledge St	Springfield	62702	7	2.1	2	21	1	76	60.32%	63.33%
DaVita Springfield South	2930 S 6th Street	Springfield	62703	11	3.9	4	12	1	46	63.89%	69.70%
DaVita Montvale	2930 Montvale Dr	Springfield	62704	6.1	16	18	17	0	69	67.65%	67.65%
							66	**3**	**191**	**66%**	**70.00%**

*Relocating per #16-036 and expected to reach 87% with patients identified in that application.

Memorial Hospital	800 N Rutledge	Springfield	62702	2	6	6.9	6	N/A	0	0%

This is a small hospital based facility and only serves patients who because of physicial and health limitations are not able to dialzye at a non-hospital based dialysis clinic. Therefore the this facility has not been included in review of the area clinics.

2. There is not an absence of services in the area, but as FKC Centre West Springfield is expected to surpass 80% utilization in the next 18-24 months before the proposed Springfield East facility is open, there will be an absence of patient choice of provider and an inability of Dr. Forero and Dr. Downer to maintain treatment for their patients in a FKC facility. There are no other FKC facilities in Springfield or in HSA 3.

   DaVita Springfield Central is relocating, #16-036, and in its application patients from separate nephrologists have been identified who will be referred to that facility in the first two years after the relocation bringing it to 87% utilization. It is clear that access in Springfield to dialysis services will be further diminished in the next two years.

   Maintaining access to dialysis in Springfield and also to choice of provider and a FKC facility will not create a maldistribution of services or unnecessary duplication of services since these are patients of Dr. Forero and Dr. Downer who otherwise would be referred to the FKC Centre West facility, which is expected to be full. Additional access is needed to serve these patients.

3 A. Fresenius Kidney Care Springfield East 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 who would otherwise be referred to the FKC Centre West facility.

   B. Not applicable – the applicant is not a hospital; however the utilization will not be lowered at any other ESRD facility due to the establishment of the Springfield East facility except the potential of some transfer patients from the FKC Centre West facility as it is expected to surpass 80% by the time the Springfield East facility is operating. This would be a positive impact.

Criterion 1110.1430 (e)(5) Medical Staff

I am the Regional Vice President of the Southern Illinois Region of the West Division of Fresenius Medical Care North America. In accordance with 77 Il. Admin Code 1110.1430, and with regards to Fresenius Kidney Care Springfield East, I certify the following:

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

Patrice Komoroski
Signature

Patrice Komoroski
Printed Name

Regional Vice President
Title

Subscribed and sworn to before me
this 16 day of JAN, 2017

Signature of Notary

Seal

KARLA KUPPERMAN
Notary Public, Notary Seal
State of Missouri
Commission # 07419278
Commission Expires February 22, 2020

Criterion 1110.1430 (e)(1) – Staffing

2) A. Medical Director

Dr. Nicolas Forero will be the Medical Director for the Springfield East clinic. 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
- 2 Registered Nurse
- 4 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.

Criterion 1110.1430 (e)(1) – Staffing

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- 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
- 2 Registered Nurse
- 4 Patient Care Technicians

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

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

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

Curriculum Vitae

Nicolas Forero, M.D.

Professional Address:	350 West Carpenter, Springfield, Illinois, 62702
Home Address:	
Date of Birth:	
Place of Birth:	Bogotá, Colombia USA citizen
Social Security:	
Marital Status:	Married
E-mail:	
Home Phone	

EDUCATION

1/1982 – 6/1987

Medical School
Universidad Militar Nueva Granada, Escuela Militar de Medicina
Lieutenant
FUERZA AEREA DE COLOMBIA
Bogotá, Colombia

7/1992 – 6/1993

Internship
Medicine
Hershey Medical Center and Affiliated Hospitals
Pennsylvania State University

7/1993 – 6/1995

Residency
Medicine
Hershey Medical Center and Affiliated Hospitals
Pennsylvania State University

7/1995 – 6/1997

Fellowship
Nephrology
University of Texas Health Science Center
San Antonio, TX

EMPLOYMENT

8/97-12/08	San Antonio Kidney Disease Center Physicians Group, P.L.L.C. All aspects of Nephrology including, transplant, dialysis, acute, chronic, peritoneal dialysis, interventional Nephrology
3/09- 11/11	Quad Cities Nephrology Associates
1/12- present	Springfield Clinic, LLC. Multispecialty group: Practice in all aspects of Nephrology, including Dialysis, Home dialysis programs (peritoneal and home hemodialysis with Next Stage machines), and Interventional Nephrology (thrombectomies, fistulograms, angioplasties, Tunneled dialysis catheters, Temporary catheter, coils, stents)

WORK EXPERIENCE

1987-1988	General practitioner for social rural Medicine in Colombia (delivered 650 children, operated 35 tubal ligation, assisted 45c-section deliveries, sutured all laceration that were not facial, assisted in gallbladder, colon, stomach, hernia surgery, acted as general anesthesiologist, 100 d&c either diagnostic or therapeutic for severe vaginal bleeding etc…
1988-1989	Surgical assistance for Palermo Hospital, Bogota, COLOMBIA
1988-1989	Traveling Dr for homebound patients (9 months), Bogota, Colombia

RESEARCH EXPERIENCE

1990 – 1992	Tulane University School of Medicine, Nephrology Section, Research Assistant

HOSPITAL APPOINTMENTS

Memorial Medical Center, Springfield, Illinois
Saint John's Medical Center, Springfield, Illinois
Passavant Area Hospital, Jacksonville, Illinois

LICENSURE

Florida Me 103845(expired)
Iowa 38297(expired)
Illinois 036122780
Texas #K3191(expired)
Pennsylvania # MD-057055-L(expired)

CERTIFICATION-RECERTIFICATION

1995/ 2005/ 2015	American Board of Internal Medicine
1997/ 2008	American Board of Internal Medicine-Nephrology
2004/2010/ 2015	Certification from American Society of Diagnostic and Interventional Nephrology

PUBLICATIONS

Bradley, J., Forero, N., Pho, H., Escobar, B., Kasinath, B.S., Anzueto, A. Progressive Somnolence Leading To Coma in a 68-Year-Old Man. Chest 1997; 112:538-40

VASCULAR ACCESS EXPERIENCE

Since 1997, in San Antonio I Had performed more than 650permacath, placed 2 life sites, done more than 4,000 fistulograms for prevention of avg clotting, done more than 5,000 angioplasties of diseased stenotic veins, including arterial angioplasties of radial,brachial,axillary,subclavian,femoral and anterior tibialis arteries, and performed thrombolysis/thrombectomies of clotted avg's, thrombectomies of primary fistulas. Use site-rite US in catheter placement for internal jugular, deploy coils for vein obliteration, and deploy stents in central veins, axillary veins, or veins that have grade III lacerations. Vein mapping of limbs using 30ml of contrast in pre-ESRD patients has increased the number of fistula creation from 15% in 1997, to 40% at this point, and the goal was to increase that number to European or Japanese standards of 80-90%.

I had worked in different angiogram suites of San Antonio hospitals, performing these procedures, in the outpatient setting, and since November 2003, a joined venture was established with Lifeline, De Vita, having a vascular access center dedicated just for procedures in dialysis patients.

I joined Quad Cities Kidney Associates in April, 2009, and a Vascular Access program was developed. I performed more than 1000 procedures, including thrombectomies, angioplasties, angiograms, stents, coils, permacaths, vein mappings. At the time of my departure from Quad Cities I have trained one of my partners who was interested in learning these procedures.

I joined the Springfield Clinic Multispecialty Group in January of 2012, where I have been working in all aspects of Nephrology. I have developed a Home Program of dialysis in association with Dr. Merry Downer, where we have 40% of our dialysis population in Home dialysis (hemodialysis and Peritoneal dialysis). As well one of my passions always has been interventional Nephrology which has evolved nicely.

The goal of developing this program has facilitated the vascular access care for dialysis patients, by means of screening, using flow measurements of fistulas or grafts, teach physicians the diagnosis of strictures by physical examination when doing dialysis rounds, as well as teaching dialysis nurses, technicians, to perform better cannulation techniques, as well as, physical examination, which has been in our experience, the most important tool(more than 95% accurate in diagnosing predicatively the lesion found in the angiogram).

GOALS

Develop a nephrology practice and interventional nephrology. I want to be retired in the next 15 years. I need an environment that allows me to work, in a friendly atmosphere, fair, equalitarian, and where I can get equity in dialysis, representing my efforts during the next 15 years.

HOBBIES

Bicycle riding, swimming

REFERENCES

Dr. Chjioke Ogbu. Nephrologist 361-739-0309
Dr. Arvind Garg Nephrologist 314-489-6502
Dr. Bradford West, Chairman Department of Nephrology at Springfield Clinic, 312- 339-8457

Criterion 1110.1430 (f) – Support Services

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

- Fresenius Medical Care utilizes a patient data tracking system in all of its facilities.

- These support services will be available at Fresenius Kidney Care Springfield East 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 Memorial Hospital, Springfield:
  - Blood Bank Services
  - Rehabilitation Services
  - Psychiatric Services

Patrice Komoroski

Signature

Patrice Komoroski/Regional Vice President
Name/Title

Subscribed and sworn to before me
this 16 day of Jan, 2017

Signature of Notary

Seal

KARLA KUPPERMAN
Notary Public, Notary Seal
State of Missouri
Commission # 07419278
Commission Expires February 22, 2020

Criterion 1110.1430 (g) – Minimum Number of Stations

Fresenius Kidney Care Springfield East will be located in the Springfield 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 Springfield East will have 9 dialysis stations thereby meeting this requirement.

PATIENT TRANSFER AGREEMENT

THIS PATIENT TRANSFER AGREEMENT (the "Agreement") is made as of the last date of signature hereunder (the "Effective Date"), by and between MEMORIAL MEDICAL CENTER (hereinafter "Hospital"), and RAI CARE CENTERS OF ILLINOIS II, LLC D/B/A FRESENIUS KIDNEY CARE CENTRE WEST – SPRINGFIELD, FRESENIUS MEDICAL CARE SPRINGFIELD EAST, LLC D/B/A FRESENIUS KIDNEY CARE SPRINGFIELD EAST, FRESENIUS MEDICAL CARE KOKE MILL, LLC, and FRESENIUS MEDICAL CARE – CHAMPAIGN/URBANA DIALYSIS, LLC (hereinafter collectively "Company").

WITNESSETH

WHEREAS, the parties hereto desire to enter into this Agreement governing the transfer of patients between Hospital and the following Company clinics:

RAI Care Centers of Illinois II, LLC d/b/a
Fresenius Medical Care Centre West Springfield
1112 Centre West Drive
Springfield, IL 62704

Fresenius Medical Care Springfield East, LLC d/b/a
Fresenius Kidney Care Springfield East
1800 E. Washington Street
Springfield, IL 62703

Fresenius Medical Care Koke Mill, LLC
2550 S.Koke Mill Road
Springfield IL 62711

Renal Research Institute, LLC d/b/a Champaign-Urbana Dialysis
1405 W. Park Street, Suite 100
Urbana, IL 61801

WHEREAS, the parties hereto desire to enter into this Agreement in order to specify the rights and duties of each of the parties and to specify the procedure for ensuring the timely transfer of patients between the facilities; and

WHEREAS, the parties wish to facilitate the continuity of care and the timely transfer of patients and records between the facilities.

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

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

1. DUTIES AND RESPONSIBILITIES.

(a) Joint Responsibilities. In accordance with the policies and procedures of Company and upon the recommendation of the patient's attending physician that a transfer is medically appropriate, such patient may be transferred from the clinics operated by Company to Hospital so long as Hospital then has available bed capacity, the prerequisite staffing and the general capability to furnish the services being requested by Company, including on-call specialty physicians, and if the requested transfer satisfies all of the other applicable patient transfer criteria which Hospital has established. In such instances, Hospital and Company respectively agree to exercise their best efforts to accomplish the prompt transfer and admission of the transferred patient. The parties will periodically confer during the Term of this Agreement to review the transfer process contemplated by this Agreement, as well as the applicable transfer policies and procedures, in order to improve that process in terms of efficiency, clinical care and patient safety. The parties agree that no decision by Company to transfer a patient and no decision by Hospital to accept or refuse a transferred patient will be predicated by either party on arbitrary, capricious or unreasonable discrimination, or the patient's ability to pay. To the extent applicable to the transfers contemplated herein, Hospital shall comply with all EMTALA requirements.

(b) Hospital's Duties. Hospital will accept patients who require a transfer from Company under the criteria and conditions which are specified and prescribed in Section 1(a) of this Agreement.

(c) Company's Duties. Company will request patient transfers under the criteria and conditions which are specified and prescribed in Section 1(a), and Company, in addition, will:

(i) obtain the patient's informed consent to the proposed transfer to Hospital, if the patient is competent, or, if the patient is not competent, Company will obtain the consent of the patient's legal guardian, or the agent under the patient's health care power of attorney or another appropriate surrogate acting on the patient's behalf;

(ii) furnish Hospital with advance notice of the proposed transfer, considering the patient's existing medical condition and circumstances;

(iii) concurrently deliver the patient's necessary personal effects to Hospital, after a representative of Hospital inventories the personal effects and then signs a receipt which acknowledges the delivery of the personal effects to Hospital;

(iv) effectuate the patient's transfer to Hospital through the use of qualified personnel and appropriate equipment and transportation vehicles possessing the capability of supplying and administering life support measures during the course of the patient's transit to Hospital; and

(v) transfer to Hospital, and then supplement as necessary, all relevant medical records and an abstract of all other pertinent medical information which Hospital requires to continue the patient's treatment without interruption, to include current medical and laboratory findings, the patient's history of illness or injury, diagnoses and advanced medical directives, Company's assessment of the patient's rehabilitation potential, a brief summary of the course of treatment which the patient received at the clinics operated by Company, a listing of all medications which had been administered to the patient, the patient's identified allergies, relevant nursing and dietary information, the patient's ambulation status and other pertinent administrative, third-party billing and social information which Hospital requests.

(vi) acknowledge that Hospital has no legal liability and responsibility with respect to the patient who is being transferred until the patient is admitted to Hospital in compliance with Hospital's admission policies and procedures.

2. **BILLING, PAYMENT, AND FEES.** The patient is primarily responsible for care provided by Company and Hospital. Each party shall bill and collect for services rendered by each party pursuant to all state and federal guidelines and those set by third party payors. Company shall not act as guarantor for any charges incurred while the patient is a patient in Hospital. Neither party to this Agreement is obligated to the other party with respect to the billing or the collection of any fees or charges, or any other financial matters, relating to the transfer of patients or the patients who have been transferred pursuant to this Agreement. This Agreement is not intended by the parties to induce patient referrals, and no compensation or other remuneration will be exchanged between the parties as a consequence of this Agreement. Neither Party shall be required to make referrals or be in a position to induce referrals or otherwise generate business for the other Party as a condition of transferring or receiving patients hereunder.

3. **HIPAA COMPLIANCE.** Each party to this Agreement will continuously comply with the "Health Insurance Portability and Accountability Act of 1996," the "Health Information Technology for Economic and Clinical Health Act," and all of the standards which are promulgated pursuant to such statutes, including the Electronic Transactions Standards, the Privacy Standards, the Security Standards, the Breach Notification Rule, and all other standards or rules which may be prescribed by the Department of Health and Human Services during the Term of this Agreement as then being applicable to the relationship between the parties being created by this Agreement (collectively, "HIPAA"). Each party will promptly report to the other party any use or disclosure of any health information which is not permitted under HIPAA whenever that party becomes aware of such improper use or disclosure. Each party, in addition, will timely act to mitigate, to the extent practicable, any harmful effect, which is known to or which could reasonably be anticipated by that party, of a use or a disclosure of such health information in violation of HIPAA.

4. **STATUS AS INDEPENDENT CONTRACTORS.** The parties acknowledge and agree that their relationship is solely that of independent contractors. Governing

bodies of Hospital and Company shall have exclusive control of the policies, management, assets, and affairs of their respective facilities. Nothing in this Agreement shall be construed as limiting the right of either to affiliate or contract with any other Hospital or facility on either a limited or general basis while this Agreement is in effect. Neither party shall use the name of the other, nor any of its related entities (as defined below), in any promotional or advertising material unless review and approval of the intended use shall be obtained from the party whose name is to be used and its legal counsel.

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

6. **LIMITATION OF LIABILITY.** It is understood and agreed that neither party to this Agreement shall be legally liable for any negligent or wrongful act, either by commission or omission, chargeable to the other, unless such liability is imposed by law and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligations or duty owed by one party against the other or against a third party.

7. **TERM AND TERMINATION.**

(a) Effective Date and Term. The term of this Agreement shall commence on the date of the last signature at the end of this agreement for a term one (1) year therefrom and shall automatically renew for successive one (1) year periods, unless either party gives the other party written notice of intent not to renew this Agreement at least ninety (90) days prior to the expiration of the initial term, or the then-existing renewal period, subject however to termination under Section7(b) below.

(b) Termination. This Agreement may be sooner terminated on the first to occur of the following:

(i) Written agreement by both Parties to terminate this Agreement.

(ii) In the event of breach of any of the terms or conditions of this Agreement by either Party and the failure of the breaching Party to correct such breach within ten (10) business days after written notice of such breach by either Party, such other Party may terminate this Agreement immediately with written notice of such termination to the breaching Party.

(iii) Debarment, suspension or exclusion, as set forth in this Agreement.

(iv) In the event that either Party to this Agreement elects to terminate this Agreement, without the terminating party being required to specify a reason or cause which has precipitated that termination, by delivering at least a thirty (30) day written notice to the other party.

(c) Effects of Termination. Upon termination of this Agreement, as hereinabove provided, no Party shall have any further obligations hereunder, except for obligations accruing prior to the date of termination.

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

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

10. EXCLUSION/DEBARMENT. Both Parties certify that they have not been debarred, suspended, or excluded from participation in any state or federal healthcare program, including, but not limited to, Medicaid, Medicare and Tricare. In addition, each Party agrees that it will notify the other party immediately if it subsequently becomes debarred, suspended or excluded or proposed for debarment, suspension or exclusion from participation in any state or federal healthcare program.

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

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

If to Company:
RAI Care Centers of Illinois II, LLC
Fresenius Medical Care Springfield East, LLC
1112 Centre West Drive
Springfield, IL 62704
Attention: Area Manager

Fresenius Medical Care Springfield East, LLC d/b/a
Fresenius Kidney Care Springfield East
1800 E. Washington Street
Springfield, IL 62703
Attention: Area Manager

Fresenius Medical Care Koke Mill, LLC
2550 S.Koke Mill Road
Springfield IL 62711
Attention: Area Manager

Renal Research Institute, LLC d/b/a Champaign-Urbana Dialysis
1405 W. Park Street, Suite 100
Urbana, IL 61801
Attention: Area Manager

With a Copy to:

RAI Care Centers of Illinois II, LLC
Fresenius Medical Care Springfield East, LLC
c/o Fresenius Medical Care North America
920 Winter Street
Waltham, MA 02451
Attn: Corporate Law Department

All notices, requests, and other communication hereunder shall be deemed effective (a) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (b) if sent by certified mail, five (5) business days following the day such mailing is made.

12. ASSIGNMENT. Neither Party will assign this Agreement without the prior written consent of the other Party. Notwithstanding any provision of this Agreement to the contrary, either Party will have the right to assign or otherwise transfer its interest under this Agreement to a related entity. A "related entity" will include a parent wholly-owned subsidiary, an entity resulting from a sale of all or substantially all of that Party's assets or from a merger, affiliation or consolidation of that Party with or into another entity. Such an assignment will not require the consent or approval of the other Party.

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

14. **NON-DISCRIMINATION.** All services provided by Hospital hereunder shall be in compliance with all federal and state laws prohibiting discrimination on the basis of race, color, religion, sex, national origin, disability, age, veteran status, or any other characteristic protected by applicable federal or state laws.

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

16. **GOVERNING LAW.** The laws of the state of Illinois shall govern this Agreement.

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

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

19. **RECORDS ACCESS.** As and to the extent prescribed by applicable federal law, or at Hospital's request, Company agrees to allow the Comptroller General of the United States and the Department of Health and Human Services, and their duly authorized representatives, access to this Agreement, and the books, documents and records of Company which are related to the provision of the services which are encompassed by this Agreement, until the expiration of four (4) years after this Agreement has terminated.

20. STANDARDS. Each Party shall ensure that its staff provide care to patients in a manner that will ensure that all duties are performed and services provided in accordance with any standard, ruling or regulation of The Joint Commission, the Department of Health and Human Services or any other federal, state or local government agency, corporate entity or individual exercising authority with respect to or affecting the Party. Each Party shall ensure that its professionals shall perform their duties hereunder in conformance with all requirements of the federal and state constitutions and all applicable federal and state statutes and regulations.

21. CONFIDENTIALITY. Each Party agrees to maintain confidentiality. Each Party acknowledges that certain material, which will come into its possession or knowledge in connection with this Agreement, may include confidential information, disclosure of which to third parties may be damaging to the other Party. Each Party agrees to hold all such material in confidence, to use it only in connection with performance under this Agreement and to release it only to those persons requiring access

thereto for such performance or as may otherwise be required by law and to comply with the Health Insurance Portability and Accountability Act ("**HIPAA**").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COMPANY:
RAI CARE CENTERS OF ILLINOIS II, LLC

By: Patrice L. Komoroski

Name: Patrice L Komoroski

Title: Regional Vice President

Date: 4/4/17

HOSPITAL:
MEMORIAL MEDICAL CENTER

By: [signature]

Name: Kevin R. England

Title: Vice President, Business Development

Date: 4-13-17

This Contract Has Been Reviewed By MHS Legal Counsel
Meghan Karhliker #5449

FRESENIUS MEDICAL CARE SPRINGFIELD EAST, LLC

By: Patrice L. Komoroski

Name: Patrice L Komoroski

Title: Regional Vice President

Date: 4/4/17

RENAL RESEARCH INSTITUTE, LLC D/B/A CHAMPAIGN/URBANA DIALYSIS

By: _____

Name: _____

Title: _____

Date: _____

FRESENIUS MEDICAL CARE KOKE MILL, LLC

By: Lindsae White RN, BSN

Name: Lindsae White

Title: Field Vice President of Home Therapy

Date: 3/7/17

Criterion 1110.1430 (j) – Assurances

I am the Regional Vice President of the Southern Illinois Region of the West Division of Fresenius Medical Care North America. In accordance with 77 Il. Admin Code 1110.1430, and with regards to Fresenius Medical Care Springfield East, I certify the following:

1. As supported in this application through expected referrals to Fresenius Kidney Care Springfield East 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 at the Fresenius Centre West Springfield facility have achieved adequacy outcomes of:

    - 94% 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 Springfield East.

Patrice Komoroski
Signature

Patrice Komoroski/Regional Vice President
Name/Title

Subscribed and sworn to before me
this 16 day of Jan, 2017

Signature of Notary

Seal

KARLA KUPPERMAN
Notary Public, Notary Seal
State of Missouri
Commission # 07419278
Commission Expires February 22, 2020

April 21, 2017

Mr. Tim Hart
Colliers International
200 S. Wacker Dr., Suite 700
Chicago, IL 60606

Re: 1800 E. Washington St., Springfield, Illinois
Letter of Intent

Dear Tim:

Bb Properties, LLC hereby submits the following non-binding Letter of Intent in connection with 1800 E. Washington Street, Springfield, Illinois 62703 (hereinafter referred to as the "Building" or "Property").

If the terms and conditions contained herein are acceptable to Colliers International and Fresenius Medical Care, Bb Properties, LLC is prepared to move forward with signing a lease, which would be contingent on your client receiving all required state and local municipality approvals for the purpose of opening and operating a medical treatment facility at the property. Below are the general terms and conditions:

Building/Property:	1800 E. Washington Street, Springfield, IL 62703 containing a single story office building totaling approximately 21,776 square feet on approximately 1.74 acres of land.
Landlord:	Bb Properties, LLC ("Landlord").
Premises:	Tenant shall lease approximately 7,081 square feet ("SF") of the south portion of the building ("Premises"). Landlord and Tenant shall mutually agree on the exact location to subdivide the building to meet Tenant's size requirement. The final SF shall be measured by a licensed architect in accordance with current BOMA standards.
Commencement:	The lease commencement date shall be within thirty (30) days after Tenant is granted all city, state, or federal permits and approvals required to open a new medical facility at the Property. The projected lease commencement date shall be approximately September 26, 2017.

Beneficial Occupancy:	**Upon the lease commencement, Tenant shall receive rent abatement during the initial six (6) months of the lease term for the build out of Tenant's Premises. Tenant shall only be responsible for the cost of utilities serving the Premises during the beneficial occupancy period.**
Lease Term:	**The initial lease term shall be for ten (10) years and six (6) months, beginning on the lease commencement date.**
Rental Rate:	**The annual base rental rate shall be $5.00 per SF, which shall escalate on an annual basis by three percent (3%) per year, beginning at the beginning of year two. In addition to the base rent, the Tenant shall also pay thirty-three percent (33%) of the property, casualty and liability insurance costs, thirty-three percent (33%) of the real estate taxes, and thirty-three percent (33%) of the Common Area Maintenance (CAM) expenses for the property. CAM expenses shall include but are not necessarily limited to the following: parking lot repair and maintenance, lawn care, snow removal, pest control, and exterior lighting expenses, if separately metered. CAM expenses shall also include a 3% management fee.** **Also, in addition to the base rent and pass through expenses, the Tenant shall be responsible for maintaining, repairing, and, if necessary, replacing any mechanical system contained within the Premises.**
Real Estate Taxes & CAM Charges:	**Landlord shall agree to cap pass through expenses (real estate taxes, insurance and CAM expenses) at no more than $3.00 per SF during the first five (5) years of the lease term. The Tenant, however, will be responsible for and pay 100% of the increase in the real estate taxes attributable to both the exterior build out to be performed by the Landlord (Landlord work) and the interior build out to be performed by the Tenant (Tenant work).**
Landlord Work:	**Landlord shall be responsible, at Landlord's sole cost and expense, for the physical separation and subdividing of the Premises, demolition of the interior existing conditions, and 66% of the cost to resurface and restripe the asphalt parking**

area (44,000 SF); and striping for handicapped accessible parking near the Premises main entrance.

Attached as Exhibit A is a description with estimated costs of Landlord work, plus additional Landlord work, which costs shall be amortized and paid for as follows: For the first five (5) years of the initial lease term, at the then existing Wall Street Journal prime rate (WSJ prime rate), plus 1-1/2%; for the second five (5) years of the initial lease term, at the then existing Wall Street Journal prime rate (WSJ prime rate), plus 1-1/2%. The additional amortized amount shall be paid monthly as additional rent. Exhibit A also describes additional base building work that is required for Tenant's occupancy and shall be completed by Tenant at Tenant's sole cost. The parties are not bound by the estimates contained in Exhibit A. Actual costs of construction shall be utilized in calculating the amortized cost of the additional Landlord work.

Tenant Improvements: In addition to the base building work as described in the Exhibit A, Tenant shall be solely responsible for the additional build out of all required interior improvements and alterations within the Premises. Tenant shall submit final plans to Landlord for approval prior to the commencement of work, which approval shall not be unreasonably withheld or delayed. Landlord shall permit and shall not restrict or limit the required improvements for Tenant's use and shall assist in obtaining any municipal or other approvals required for Tenant's final build out and occupancy.

No supervisory fee will be payable to the Landlord with respect to Tenant's improvements. During the construction of Tenant's Premises, there shall be full access, at no charge to Tenant or Tenant's vendors and contractors, to the Building's electrical services, and other common areas of the Building that may be required.

Utilities: Tenant shall be responsible for all utility costs serving the Premises (gas, electric, water) which shall be billed directly to Tenant.

Janitorial Services: Tenant shall be responsible for janitorial and cleaning services within the Premises. Landlord shall be responsible for

	maintaining the common areas of the Property throughout the lease term.
Options to Renew:	**Tenant shall receive the option to renew the term of the lease for three (3) separate five (5) year periods by providing Landlord with no less than nine (9) months prior written notice. Further details of the option period rent shall be negotiated by the parties in good faith and memorialized in the lease agreement.**
Purchase Option:	**Tenant shall have the option to purchase the Building during the first twelve (12) months of the lease term by providing Landlord with written notice to exercise the option. The price shall be equal to a minimum of $475,000.00, together with all hard costs incurred by Landlord to satisfy the Tenant's lease commitment. The term "hard costs" shall include but not be limited to the actual cost of any work listed in Exhibit A. In the event additional space is leased at the Building to third party tenants, additional consideration shall be negotiated based on the rent and lease terms, credit worthiness of the tenants, and the cost incurred to lease the space. Further details of the purchase option shall be detailed in the lease, after good faith negotiations.**
First Right of Refusal:	**The lease shall include ongoing expansion options in the form of first rights of refusal on all contiguous space, which will need to be exercised by the Tenant within fifteen (15) days after Tenant being presented with a written bona fide offer or letter of intent to lease. Any expansion that occurs in the first two (2) years of the lease term by Tenant shall be under the same terms and conditions as the initial lease term. Any additional improvements and/or build outs shall be amortized and paid for as follows: For the first five (5) years of the initial lease term, at the then existing Wall Street Journal prime rate (WSJ prime rate), plus 1-1/2%; for the second five (5) years of the initial lease term, at the then existing Wall Street Journal prime rate (WSJ prime rate), plus 1-1/2%.**
Contingency:	**The lease is contingent upon receiving a Certificate of Needs (CON) from the State of Illinois. If Tenant does not receive the CON by September 26, 2017, then the Tenant shall have the**

right to terminate the lease, provided that, upon documentation being provided, the Tenant shall reimburse the Landlord for any expenses incurred in order to meet Tenant's lease requirements (including but not limited to those tenant requirements set forth in Exhibit A), payable in one lump sum within thirty (30) days after documentation is provided.

Subletting & Assignment: Landlord shall grant Tenant:

a. The right, without Landlord's approval, to sublet or assign its Premises, or any part thereof, to any successor of Tenant resulting from a merger, consolidation, sale or acquisition.

b. The right to sublet or assign the Premises, or any part thereof, with Landlord's prior consent, which consent shall not be unreasonably withheld or delayed, at any time during the term of the lease.

c. The right of Tenant to retain 50% of any profits resulting from a sublease or assignment, with the Landlord to retain the other 50%.

d. Notwithstanding any assignment or sublease, the Tenant shall remain ultimately responsible for performing all lease covenants and duties until the expiration of the then existing lease term or renewal term.

All options for expansions, renewals, purchase, and rights of first refusal will remain with the lease upon a sublease or assignment.

Signage: Tenant shall receive the ability to install signage or Tenant identification on the building façade, a monument sign, and suite entry signage, which shall be subject to Landlord and municipal approvals.

Parking: Tenant shall require a minimum of five (5) parking spaces per 1,000 SF of unreserved surface parking. In addition to general parking, Tenant shall receive five (5) reserved parking spaces,

	which location shall be mutually acceptable between Tenant and Landlord.
Hazardous Materials, Asbestos, ADA:	The building does not contain any asbestos or other potentially hazardous materials, to Landlord's knowledge. The Landlord has taken or will take any and all other actions that may be necessary to bring the leased area of the Building and the Premises into full compliance with all relevant governmental code requirements, including but not limited to all requirements with respect to compliance with the Americans with Disabilities Act ("ADA").
Building Services:	Except for acts of God, in the event of any interruption in or failure to furnish any of the services required to be furnished by the Landlord pursuant to the lease, where, as a result thereof, Tenant is unable to utilize the Premises during its normal business hours for the normal conduct of its business for a period of three (3) consecutive days, then base rental, additional rental, and all other charges shall abate from the end of the third (3rd) day until the restoration of such services.
Maintenance/Repairs:	Except as otherwise provided for in Exhibit A, Landlord shall be responsible, on a non-pass-through basis, for construction defects and repair and replacement of roof, structure, exterior glass, plumbing and wiring.
Holdover:	Tenant requires the right to remain in its Premises for up to three (3) months after lease expiration under the same terms and conditions and at a rental rate not to exceed 125% of the base rate then being paid, along and together with no more than 125% of the then existing CAM expenses which are due.
Landlord Insurance:	Landlord will carry the following: 1. 100% replacement cost "all-risk" coverage on the Building with demolition endorsement and increased cost of construction endorsement. 2. Adequate coverage for loss of income.

3. **Liability and property damage, coverage, including broad form contractual liability endorsement insuring Landlord's indemnity obligations under the lease.**

Security Deposit: **None.**

Commission: **Landlord shall pay NAI True its commission, as previously agreed, which commission shall be divided between NAI True and Colliers International, as those two parties may mutually agree upon in writing.**

Non-Binding: **Tenant or Landlord will only be bound by a written lease agreement that is properly executed by both Landlord and Tenant. No proposal, counterproposal, letter or oral statement will be construed as a binding lease agreement or as a contract to enter into a lease agreement.**

If your client is in agreement with the terms and conditions contained herein, please acknowledge by signing below. If you have any questions or wish to discuss this letter further, please reach out to me directly. We look forward to reviewing a draft lease for our further consideration.

Very truly yours,

BB PROPERTIES, LLC

By: Matthew E. Brown

Matthew E. Brown
217-519-3492

LANDLORD: Bb Properties, LLC

By: Matthew E. Brown

Title: Partner

Date: 4-21-17

TENANT: Fresenius Medical Care

By: _____

Title: William Popken
Dir. of Real Estate

Date: 4-11-17

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	Cost/Square Foot Mod.	Gross Sq. Ft. New	Gross Sq. Ft. Circ.*	Gross Sq. Ft. Mod.	Gross Sq. Ft. Circ.*	Const. $ (A x C)	Mod. $ (B x E)	
ESRD		177.00			5,306			939,162	939,162
Contingency		17.00			5,306			90,202	90,202
Total Clinical		**$194.00**			**5,306**			**$1,029,364**	**$1,029,364**
Non Clinical		177.00			1,775			314,175	314,175
Contingency		17.00			1,775			30,175	30,175
Total Non		**$194.00**			**1,775**			**$344,350**	**$344,350**
TOTALS		**$194.00**			**7,081**			**$1,373,714**	**$1,373,714**

* Include the percentage (%) of space for circulation

Criterion 1120.310 (d) – Projected Operating Costs

Year 2019

Estimated Personnel Expense:	$802,483
Estimated Medical Supplies:	$121,990
Estimated Other Supplies (Exc. Dep/Amort):	$870,912
	$1,795,385
Estimated Annual Treatments:	6,221
Cost Per Treatment:	$288.61

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

Year 2019

Depreciation/Amortization:	$145,000
Interest	$0
Capital Costs:	$145,000
Treatments:	6,221
Capital Cost per Treatment	$23.31

Criterion 1120.310(a) Reasonableness of Financing Arrangements

Fresenius Medical Care Springfield East, LLC

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

By: _____

Title: Bryan Mello
Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this 20 day of Jan, 2017

C Wynelle Scenna
Signature of Notary

Seal

C. WYNELLE SCENNA
Notary Public
Massachusetts
Commission Expires Jun 25, 2021

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: Bryan Mello
Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this 14 day of Dec, 2016

C Wynelle Scenna
Signature of Notary

Seal

C. WYNELLE SCENNA
Notary Public
Massachusetts
Commission Expires Jun 25, 2021

By: _____

Title: Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this 14 day of Dec, 2016

C Wynelle Scenna
Signature of Notary

Seal

C. WYNELLE SCENNA
Notary Public
Massachusetts
Commission Expires Jun 25, 2021

Criterion 1120.310(b) Conditions of Debt Financing

Fresenius Medical Care Springfield East, 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: _____

ITS: Bryan Mello
Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this 20 day of Jan, 2017

C Wynelle Scenna
Signature of Notary

Seal

C. WYNELLE SCENNA
Notary Public
Massachusetts
Commission Expires Jun 25, 2021

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: _____

ITS: _____
Bryan Melio
Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this 14 day of Dec, 2016

_____
Signature of Notary

Seal

C. WYNELLE SCENNA
Notary Public
Massachusetts
Commission Expires Jun 25, 2021

By: _____

ITS: Maria T. C. Notar
Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this 14 day of Dec, 2016

_____
Signature of Notary

Seal

C. WYNELLE SCENNA
Notary Public
Massachusetts
Commission Expires Jun 25, 2021

Safety Net Impact Statement

The proposed Fresenius Kidney Care Springfield East dialysis facility will not have any impact on safety net services in the Springfield area of Sangamon 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.

Safety Net Information per PA 96-0031			
CHARITY CARE			
	2013	2014	2015
Charity/self-pay (# of patients)	499	251	195
Charity (cost In dollars)	$5,346,976	$5,211,664	$2,983,427
MEDICAID			
	2013	2014	2015
Medicaid (# of patients)	1,660	750	396
Medicaid (revenue)	$31,373,534	$22,027,882	$7,310,484

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.

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.

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%

YOUR TRIP TO:

mapquest

1112 Centre West Dr, Springfield, IL, 62704-2100

12 MIN | 4.4 MI

Est. fuel cost: $0.38

Trip time based on traffic conditions as of 2:59 PM on March 29, 2017. Current Traffic: Moderate

TO FRESENIUS KIDNEY CARE CENTRE WEST SPRINGFIELD

1. Start out going **west** on E Washington St toward S Martin Luther King Jr Dr.

Then 0.04 miles — 0.04 total miles

2. Turn **right** onto Martin Luther King Jr Dr.

Then 0.16 miles — 0.20 total miles

3. Take the 1st **left** onto E Clear Lake Ave/IL-97. Continue to follow IL-97.

IL-97 is 0.1 miles past N 17th St.

If you are on N 16th St and reach E Madison St you've gone a little too far.

Then 1.46 miles — 1.65 total miles

4. Turn **left** onto N Lewis St.

N Lewis St is just past N Pasfield St.

If you reach N Parker Ave you've gone about 0.1 miles too far.

Then 0.23 miles — 1.89 total miles

5. Take the 2nd **right** onto W Monroe St.

W Monroe St is just past W Adams St.

If you reach W Capitol Ave you've gone a little too far.

Then 2.51 miles — 4.40 total miles

6. Turn **left** onto Centre West Dr.

Centre West Dr is 0.1 miles past Larchmont Dr.

If you reach Old Jacksonville Rd you've gone a little too far.

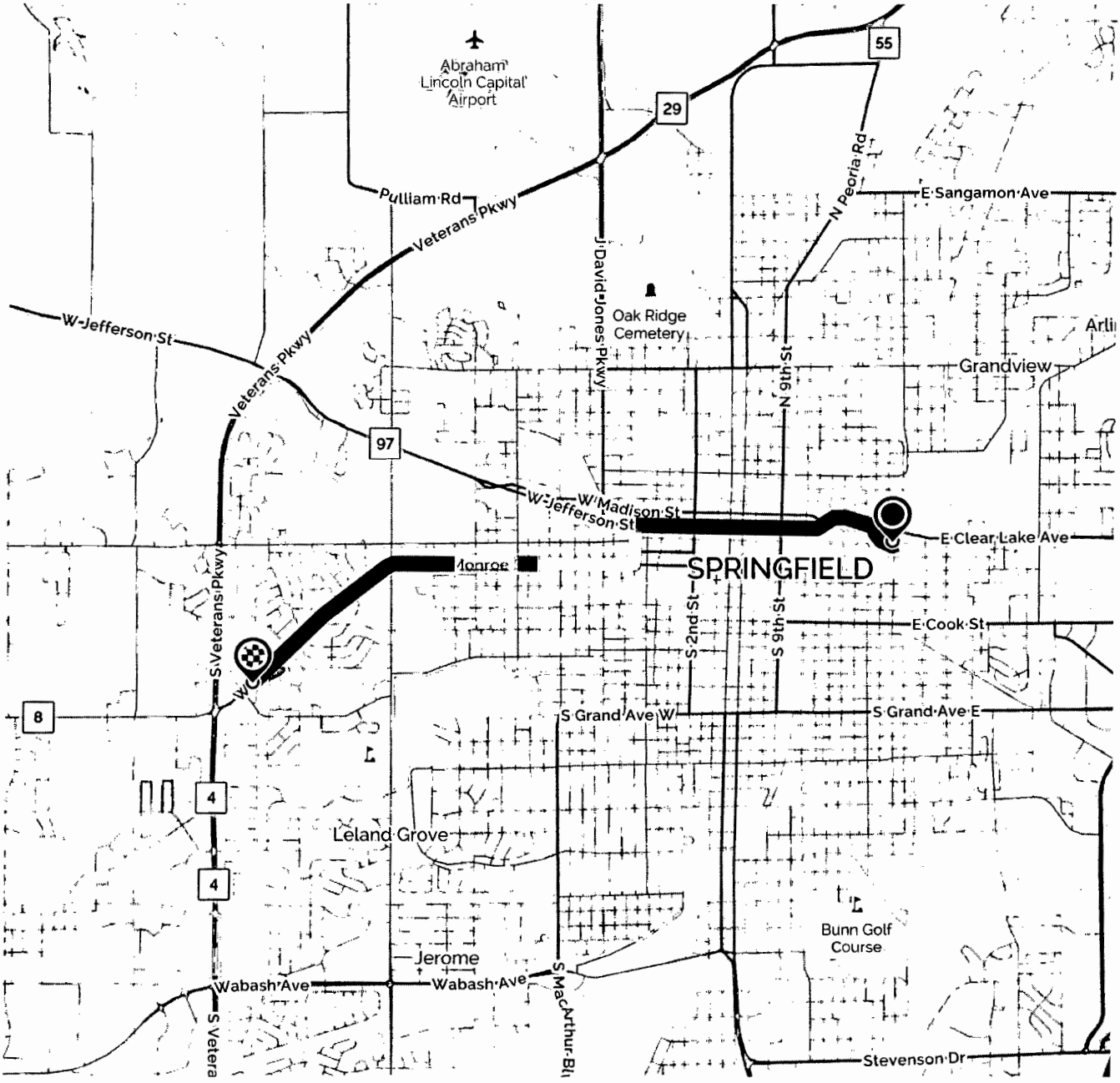
Then 0.02 miles — 4.42 total miles

7. 1112 Centre West Dr, Springfield, IL 62704-2100, 1112 CENTRE WEST DR is on the **left**.

If you reach Old Jacksonville Rd you've gone about 0.1 miles too far.

MapQuest Travel Times
APPENDIX - 1

110



YOUR TRIP TO:

932 N Rutledge St

7 MIN | 2.1 MI

Est. fuel cost: $0.18

Trip time based on traffic conditions as of 3:01 PM on March 29, 2017. Current Traffic: Moderate

TO DAVITA SPRINGFIELD CENTRAL

1. Start out going **west** on E Washington St toward S Martin Luther King Jr Dr.

   Then 0.04 miles — 0.04 total miles

2. Turn **right** onto Martin Luther King Jr Dr.

   Then 0.16 miles — 0.20 total miles

3. Take the 1st **left** onto E Clear Lake Ave/IL-97. Continue to follow IL-97.

   IL-97 is 0.1 miles past N 17th St.

   If you are on N 16th St and reach E Madison St you've gone a little too far.

   Then 1.10 miles — 1.30 total miles

4. Turn **right** onto N 2nd St.

   N 2nd St is just past N 3rd St.

   If you reach N 1st St you've gone a little too far.

   Then 0.52 miles — 1.82 total miles

5. Turn **left** onto E Dodge St.

   E Dodge St is 0.1 miles past E Miller St.

   If you reach E Calhoun Ave you've gone about 0.1 miles too far.

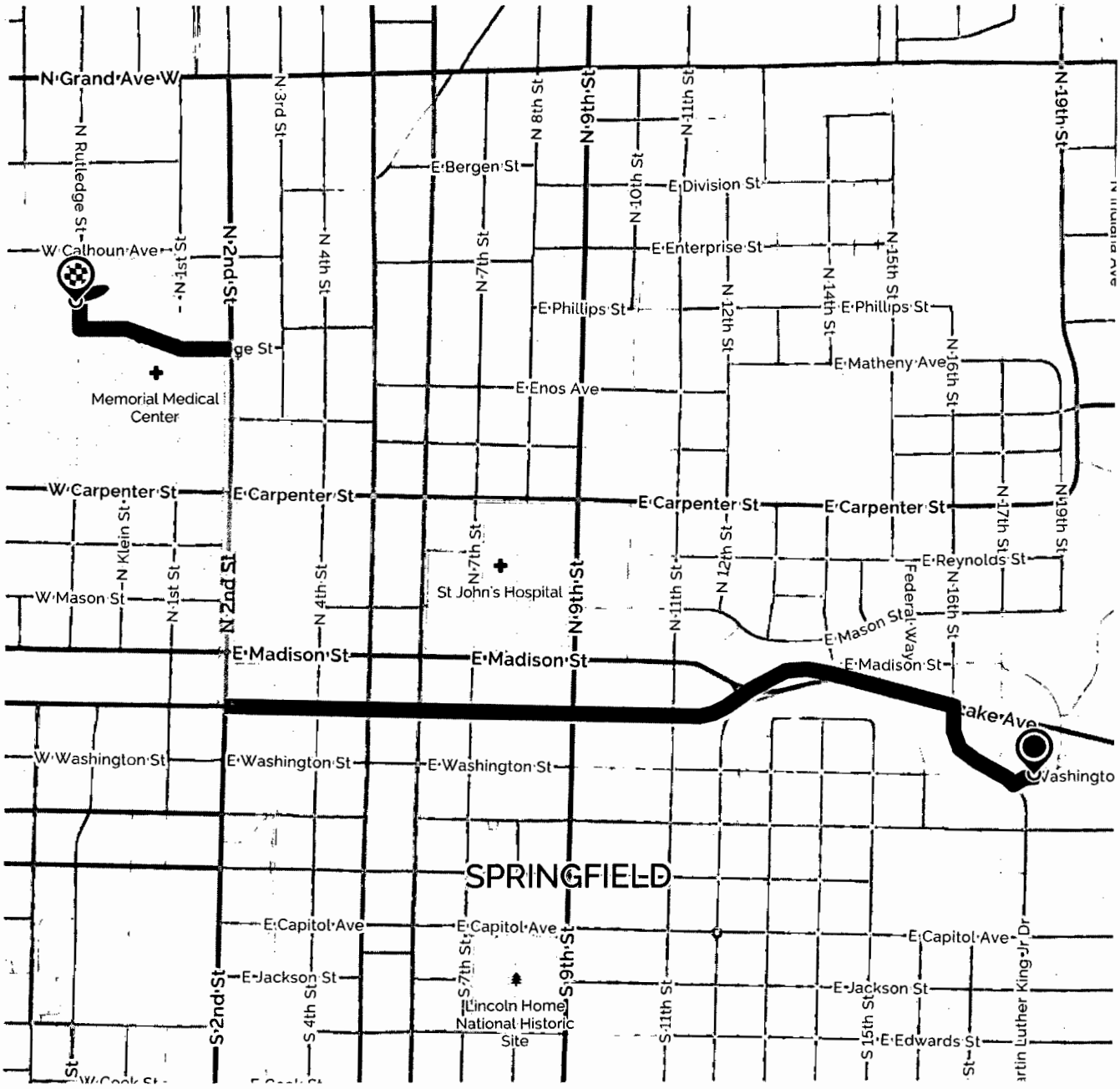
   Then 0.23 miles — 2.05 total miles

6. Turn **right** onto N Rutledge St.

   Then 0.04 miles — 2.09 total miles

7. 932 N Rutledge St, Springfield, IL 62702-3721, 932 N RUTLEDGE ST is on the **right**.

   If you reach W Calhoun Ave you've gone a little too far.


N Grand Ave W
N 3rd St
N 8th St
N 9th St
N 11th St
N 19th St
N Rutledge St
E Bergen St
E Division St
N 10th St
W Calhoun Ave
N 1st St
N 2nd St
N 4th St
N 7th St
E Enterprise St
N 14th St
N 15th St
E Phillips St
N 12th St
E Matheny Ave
N 16th St
Memorial Medical Center
E Enos Ave
W Carpenter St
E Carpenter St
N 17th St
N 18th St
N Klein St
St John's Hospital
E Reynolds St
W Mason St
Federal Way
E Mason St
E Madison St
W Washington St
E Washington St
SPRINGFIELD
E Capitol Ave
S 2nd St
E Jackson St
S 7th St
S 9th St
S 4th St
S 11th St
S 15th St
E Edwards St
Lincoln Home National Historic Site
Martin Luther King Jr Dr

YOUR TRIP TO:

2930 S 6th St, Springfield, IL, 62703-5904

11 MIN | 3.9 MI

Est. fuel cost: $0.34

Trip time based on traffic conditions as of 3:02 PM on March 29, 2017. Current Traffic: Moderate

TO DAVITA SPRINGFIELD SOUTH

1. Start out going **west** on E Washington St toward Martin Luther King Jr Dr.

Then 0.04 miles — 0.04 total miles

2. Turn **left** onto S Martin Luther King Jr Dr.

Then 0.46 miles — 0.50 total miles

3. Turn **right** onto E Cook St.

E Cook St is just past E Edwards St.

If you reach E Lawrence Ave you've gone a little too far.

Then 0.68 miles — 1.18 total miles

4. Turn **left** onto S 9th St/I-55 Bus S.

S 9th St is 0.1 miles past Barrett St.

If you reach S 8th St you've gone a little too far.

Then 0.53 miles — 1.71 total miles

5. Turn **right** onto S Grand Ave E/I-55 Bus S.

S Grand Ave E is just past E Vine St.

If you reach E Pine St you've gone a little too far.

Then 0.31 miles — 2.02 total miles

6. Turn **left** onto S 5th St/I-55 Bus S. Continue to follow I-55 Bus S.

I-55 Bus S is just past S 6th St.

If you reach S 4th St you've gone a little too far.

Then 1.80 miles — 3.82 total miles

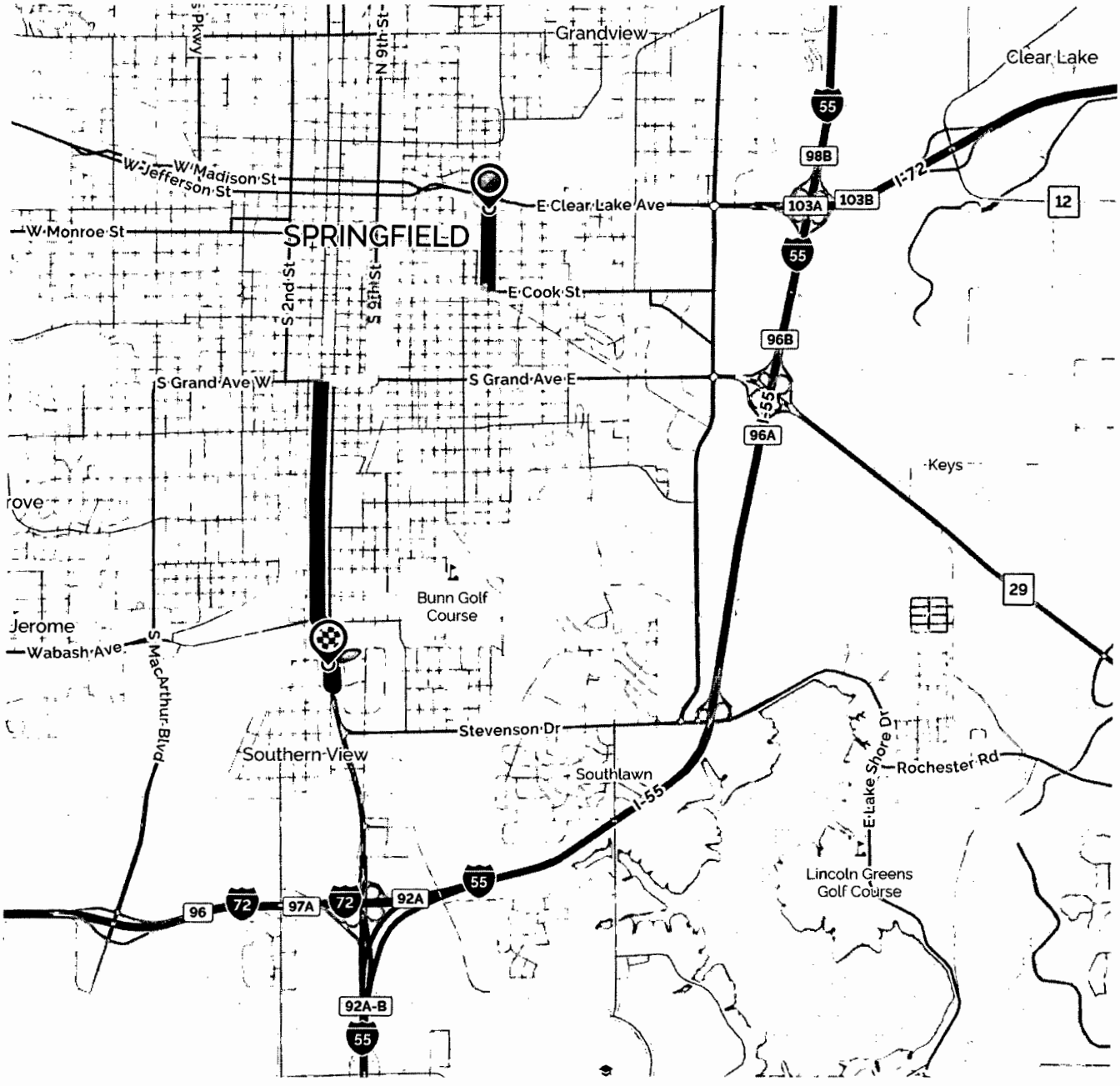
7. Make a **U-turn** at E Apple Orchard Rd onto S 6th St/I-55 Bus N.

If you reach E Kern St you've gone a little too far.

Then 0.12 miles — 3.94 total miles

8. 2930 S 6th St, Springfield, IL 62703-5904, 2930 S 6TH ST is on the **right**.

If you reach E Linton Ave you've gone a little too far.



YOUR TRIP TO:

mapquest

2930 Montvale Dr, Springfield, IL, 62704-5362

16 MIN | 6.1 MI

Est. fuel cost: $0.52

Trip time based on traffic conditions as of 2:57 PM on March 29, 2017. Current Traffic: Moderate

TO DAVITA MONTVALE

1. Start out going **west** on E Washington St toward Martin Luther King Jr Dr.

Then 0.04 miles — 0.04 total miles

2. Turn **left** onto S Martin Luther King Jr Dr.

Then 0.46 miles — 0.50 total miles

3. Turn **right** onto E Cook St.

E Cook St is just past E Edwards St.

If you reach E Lawrence Ave you've gone a little too far.

Then 0.68 miles — 1.18 total miles

4. Turn **left** onto S 9th St/I-55 Bus S.

S 9th St is 0.1 miles past Barrett St.

If you reach S 8th St you've gone a little too far.

Then 0.53 miles — 1.71 total miles

5. Turn **right** onto S Grand Ave E/I-55 Bus S.

S Grand Ave E is just past E Vine St.

If you reach E Pine St you've gone a little too far.

Then 0.31 miles — 2.02 total miles

6. Turn **left** onto S 5th St/I-55 Bus S.

S 5th St is just past S 6th St.

If you reach S 4th St you've gone a little too far.

Then 1.37 miles — 3.38 total miles

7. Turn **right** onto E Stanford Ave.

E Stanford Ave is 0.1 miles past Bryn Mawr Blvd.

Then 0.10 miles — 3.49 total miles

MapQuest Travel Times
APPENDIX - 1

8. Stay **straight** to go onto W Stanford Ave.

Then 0.91 miles — 4.40 total miles

9. W Stanford Ave becomes Wabash Ave.

Then 1.39 miles — 5.79 total miles

10. Turn **right** onto Montvale Dr.

Montvale Dr is 0.2 miles past Robinhood Ln.

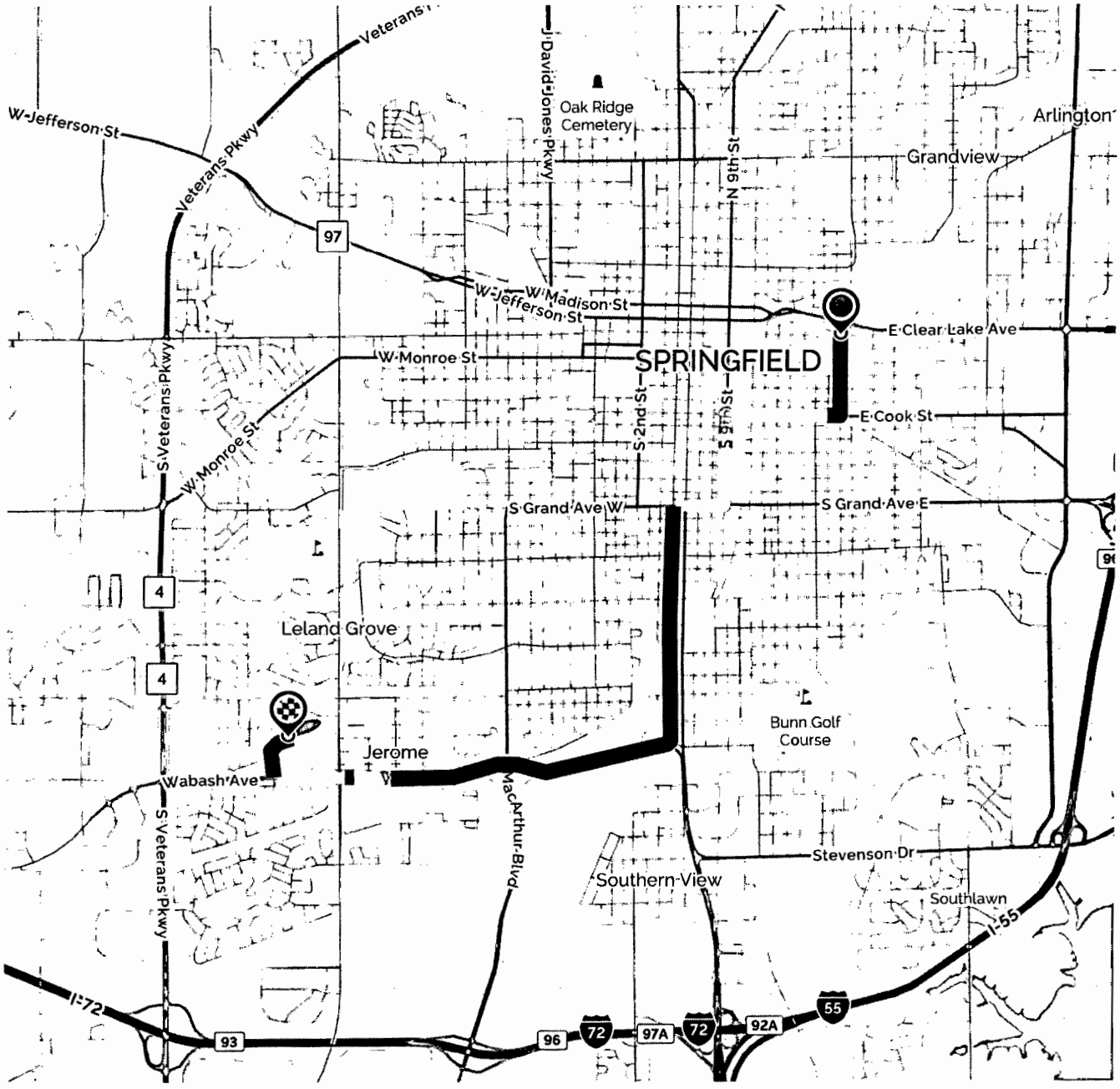
If you reach Colony West Blvd you've gone about 0.2 miles too far.

Then 0.31 miles — 6.10 total miles

11. 2930 Montvale Dr, Springfield, IL 62704-5362, 2930 MONTVALE DR is on the **right**.

Your destination is just past Montero Ct.

If you reach Montaluma Dr you've gone a little too far.



MapQuest Travel Times
APPENDIX - 1

SPRINGFIELD CLINIC
CARPENTER

Leading the Way

May 5, 2017

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 Nicolas Forero, M.D. and I practice nephrology in Springfield, Illinois at the Springfield Clinic with my partner Merry Downer, M.D. who is the Medical Director of Fresenius Kidney Care Centre West Springfield. I am writing to show my support for the Springfield East dialysis clinic that Fresenius Kidney Care (FKC) proposes. My patients currently receive treatment at the FKC Centre West Springfield clinic and I value the quality of treatment my patients receive there. My concern though is that I often have a difficult time scheduling my new dialysis patients on the treatment shift that they desire. At the Centre West clinic the early morning and early afternoon shifts are always full and my new patients often begin treatment on the evening shift while waiting for a daytime shift to open up. Many patients also prefer the Monday/Wednesday/Friday treatment times so that they can still enjoy their weekend with their families. Treatment schedules on these days are also harder to come by when a clinic has a full schedule.

While there are other clinics in Springfield my patients may go to if they choose, I prefer the treatment they receive from FKC and due to the high utilization at the Centre West facility that option is declining. I feel it would be in my patient's best interest if there was additional access to a FKC facility in Springfield. The proposed Springfield East clinic would meet that need by offering additional treatment times and because it is located in the medically underserved area of Springfield, it would bring treatment options closer to the neediest of my patients.

At the Centre West facility Dr. Downer and I were treating 70 patients at the end of 2014, 73 at the end of 2015, 72 at the end of 2016 and 73 as of the most recent quarter. Over the past twelve months we referred 34 new hemodialysis patients for services to the FKC Centre West facility. There are currently 90 Chronic Kidney Disease (CKD) patients of ours in the Springfield area who could be expected to begin dialysis in the next two years at the Centre West facility. There will not be enough room for all of my pre-ESRD patients to be accommodated there. We have another 70 pre-ESRD patients that we expect could begin dialysis treatment in the following two years at the proposed Springfield East facility in the first 24 months that it is open.

Springfield Clinic Carpenter
350 West Carpenter
Springfield, Illinois 62702
217.528.7541 • 800.444.7541

APPENDIX 2

SPRINGFIELD CLINIC
CARPENTER

Leading the Way

Thank you for your time and consideration of the plan of care that I have for my patients' treatment and I respectfully ask that you approve the Springfield East facility to allow continued dialysis access for my Springfield area end stage renal disease patients.

I attest to the fact that to the best of my knowledge, all the information contained in this letter is true and correct and that the projected referrals in this document were not used to support any other CON application.

Sincerely,

Nicolas Forero, M.D.

Notarization:
Subscribed and sworn to before me
this 5th day of May, 2017

Candace M. Turoski
Signature of Notary

Seal

OFFICIAL SEAL
CANDACE M TUROSKI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/09/17

Springfield Clinic Carpenter
350 West Carpenter
Springfield, Illinois 62702
217.528.7541 • 800.444.7541
www.SpringfieldClinic.com

APPENDIX 2

PRE-ESRD PATIENTS IDENTIFIED FOR FKC SPRINGFIELD EAST

ZIP Code	Patients
62684	2
62520	1
62561	2
62707	3
62563	2
62701	1
62625	1
62702	16
62703	11
62704	15
62711	8
62712	3
62536	1
62629	3
Total	**70**

NEW REFERRALS OF SPRINGFIELD CLINIC NEPHROLOGISTS FOR THE PAST TWELVE MONTHS

Fresenius Kidney Care Centre West Springfield			
Zip Code	**Patients**	**Zip Code**	**Patients**
60446	1	62629	2
62522	1	62642	1
62530	1	62670	3
62548	1	62675	1
62558	1	62702	2
62560	1	62703	2
62561	1	62704	5
62568	1	62707	1
62615	3	62711	3
62618	1	62712	1
62627	1	**Total**	**34**

APPENDIX 2

HEMODIALYSIS PATIENTS OF SPRINGFIELD CLINIC NEPHROLOGISTS AT FKC CENTRE WEST SPRINGFIELD

Springfield Clinic Hemodialysis Patients				
Zip Code	**2014**	**2015**	**2016**	**Mar-17**
61701	0	1	0	0
61739	1	1	0	0
62044	1	0	0	0
62520	1	2	1	0
62533	0	1	0	0
62548	0	0	0	1
62558	1	0	0	1
62560	0	0	0	1
62561	1	2	3	3
62563	0	1	1	1
62613	2	3	3	2
62615	2	1	2	2
62624	1	0	0	0
62627	0	0	1	0
62629	0	1	2	3
62642	0	1	2	1
62644	1	0	0	0
62650	1	0	0	0
62670	1	1	3	1
62673	1	0	0	0
62675	1	0	0	1
62677	0	2	1	0
62684	1	1	1	1
62688	1	2	0	0
62690	2	1	2	1
62692	1	1	1	1
62702	13	17	16	15
62703	18	16	13	12
62704	10	9	10	13
62707	3	3	4	4
62708	0	1	1	1
62711	5	4	3	5
62712	1	1	2	3
Total	**70**	**73**	**72**	**73**

APPENDIX 2

FRESENIUS KIDNEY CARE

Fresenius Kidney Care
3500 Lacey Road, Downers Grove, IL 60515
T 630-960-6807 F 630-960-6812
Email: lori.wright@fmc-na.com

May 9, 2017

17-024

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

Re: Fresenius Kidney Care Springfield East

Dear Ms. Avery,

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

1. An original and 1 copy of an application for permit to establish Fresenius Kidney Care Springfield East; and

2. A filing fee of $2500.00 payable to the Illinois Department of Public Health.

Upon your staff's initial review of the enclosed application, please notify me of the total fee and the remaining fee due in connection with this application and I will arrange for payment of the remaining balance.

I believe this application conforms with the applicable standards and criteria of Part 1110 and 1120 of the Board's regulations. Please advise me if you require anything further to deem the enclosed application complete.

Sincerely,

Lori Wright

Lori Wright
Senior CON Specialist

Enclosures