ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD DISCONTINUATION APPLICATION FOR EXEMPTION

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

Facility/Project Identification

Facility Name: Marion Dialysis
Street Address: 324 South 4th Street
City and Zip Code: Marion, Illinois 62959
County: Williamson Health Service Area V Health Planning Area:

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

Exact Legal Name: DaVita Inc.
Street Address: 2000 16th Street
City and Zip Code: Denver, Colorado 80202
Name of Registered Agent: Illinois Corporation Service Company
Registered Agent Street Address: 801 Adlai Stevenson Drive
Registered Agent City and Zip Code: Springfield, Illinois 62703
Name of Chief Executive Officer: Javier Rodriguez
CEO Street Address: 2000 16th Street
CEO City and Zip Code: Denver, Colorado 80202
CEO Telephone Number: 1-888-484-7505

Type of Ownership of Applicants

☐	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.

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

Primary Contact [Person to receive ALL correspondence or inquiries]

Name: Kara M. Friedman
Title: Attorney
Company Name: Polsinelli PC
Address: 150 North Riverside Plaza, Suite 3000, Chicago, Illinois 60606-1599
Telephone Number: 312-873-3639
E-mail Address: kfriedman@polsinelli.com
Fax Number:

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD DISCONTINUATION APPLICATION FOR EXEMPTION

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

Facility/Project Identification

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City and Zip Code: Marion, Illinois 62959			
County: Williamson	Health Service Area	V	Health Planning Area:

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

Exact Legal Name: Renal Life Link, Inc.
Street Address: 2000 16th Street
City and Zip Code: Denver, Colorado 80202
Name of Registered Agent: Illinois Corporation Service Company
Registered Agent Street Address: 801 Adlai Stevenson Drive
Registered Agent City and Zip Code: Springfield, Illinois 62703
Name of Chief Executive Officer: Javier Rodriguez
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Address: 150 North Riverside Plaza, Suite 3000, Chicago, Illinois 60606-1599
Telephone Number: 312-873-3639
E-mail Address: kfriedman@polsinelli.com
Fax Number:

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

Name: Mary J. Anderson
Title: Division Vice President
Company Name: DaVita Inc.
Address: 1131 North Galena Avenue, Dixon, Illinois 61021
Telephone Number: 815-284-0595 Ext. 20
E-mail Address: Mary.J. Anderson@davita.com
Fax Number:

Post Exemption Contact

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

Name: Kara M. Friedman
Title: Attorney
Company Name: Polsinelli PC
Address: 150 North Riverside Plaza, Suite 3000, Chicago, Illinois 60606-1599
Telephone Number: 312-873-3639
E-mail Address: kfriedman@polsinelli.com
Fax Number:

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Steven J. Zelman, M.D.
Address of Site Owner: 416 North 12th Street, Mount Vernon, Illinois 62864
Street Address or Legal Description of the Site: 324 South 4th Street, Marion, Illinois 62959 **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: Renal Life Link, Inc.
Address: 2000 16th Street, Denver, Colorado 80202

☐ 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.

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.

The Certificate of Exemption being filed with the Illinois Health Facilities and Services Review Board (the "State Board") addresses the DaVita Inc. and Renal Life Link, Inc. (collectively, the "Applicants") plan to discontinue the 13 station in-center dialysis clinic located at 324 South 4th Street, Marion, Illinois 62959.

Project Status and Completion Schedules

Outstanding Permits: Does the facility have any projects for which the State Board issued a permit that is not complete? Yes X No __. If yes, indicate the projects by project number and whether the project will be complete when the exemption that is the subject of this application is complete.

DaVita Current Projects			
Project Number	**Name**	**Project Type**	**Completion Date**
16-033	Brighton Park Dialysis	Establishment	04/30/2019
17-013	Geneva Crossing	Establishment	07/31/2020
17-014	Rutgers Park Dialysis	Establishment	06/30/2019
17-016	Salt Creek Dialysis	Establishment	06/30/2019
17-029	Melrose Village Dialysis	Establishment	07/31/2020
17-049	Northgrove Dialysis	Establishment	07/31/2019
17-062	Auburn Park Dialysis	Establishment	02/29/2020
17-063	Hickory Creek Dialysis	Establishment	11/30/2019
17-064	Brickyard Dialysis	Establishment	10/31/2019
17-066	North Dunes Dialysis	Establishment	07/31/2020
17-068	Oak Meadows Dialysis	Establishment	04/30/2020
18-001	Garfield Kidney Center	Relocation	06/30/2020
18-017	Marshall Square Dialysis	Establishment	07/31/2020
18-037	Cicero Dialysis	Establishment	01/31/2021

Anticipated exemption completion date (refer to Part 1130.570): _____

State Agency Submittals [Section 1130.620(c)]

Are the following submittals up to date as applicable:

- ☐ Cancer Registry **NOT APPLICABLE**
- ☐ APORS **NOT APPLICABLE**
- ☒ 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 being deemed incomplete.

#E-042-19

CERTIFICATION

The Application must be signed by the authorized representatives of the applicant entity. Authorized representatives are:

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

This Application is filed on the behalf of DaVita 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 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 fee required for this application is sent herewith or will be paid upon request.

SIGNATURE

Samantha A. Caldwell
PRINTED NAME

Corporate Secretary
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 21st day of August 2019

Kelli Bodnar
Signature of Notary

Seal

KELLI BODNAR
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20144024644
MY COMMISSION EXPIRES JUN 20, 2022

SIGNATURE

Michael D. Staffieri
PRINTED NAME

Chief Operating Officer
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 21st day of August 2019

Kathy Connor
Signature of Notary

Seal

KATHY CONNOR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064018112
MY COMMISSION EXPIRES APRIL 28, 2021

*Insert the EXACT legal name of the applicant

CERTIFICATION

#E-042-19

The Application must be signed by the authorized representatives of the applicant entity. Authorized representatives are:

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

This Application is filed on the behalf of Renal Life Link, 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 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 fee required for this application is sent herewith or will be paid upon request.

SIGNATURE

Samantha A. Caldwell
PRINTED NAME

Secretary
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 21st day of August 2019

Kelli Bodnar
Signature of Notary

Seal

KELLI BODNAR
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20144024644
MY COMMISSION EXPIRES JUN 20, 2022

SIGNATURE

Michael D. Staffieri
PRINTED NAME

President
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 21st day of August 2019

Kathy Connor
Signature of Notary

Seal

KATHY CONNOR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064018112
MY COMMISSION EXPIRES APRIL 28, 2021

*Insert the EXACT legal name of the applicant

SECTION II. DISCONTINUATION

Type of Discontinuation

☒	Discontinuation of a single category of service

Criterion 1130.525 and 1110.290 - Discontinuation

READ THE REVIEW CRITERION and provide the following information:

GENERAL INFORMATION REQUIREMENTS

1. Identify the category of service and the number of beds, if any, that are to be discontinued.
2. Identify all of the other clinical services that are to be discontinued.
3. Provide the anticipated date of discontinuation for each identified service.
4. Provide the anticipated use of the physical plant and equipment after the discontinuation occurs.
5. Provide attestation that the facility provided the required notice of the category of service closure to local media that the health care facility would routinely notify about facility events. The supporting documentation shall include a copy of the notice, the name of the local media outlet, the date the notice was given, and the result of the notice, e.g., number of times broadcasted, written, or published. Only notice that is given to a local television station, local radio station, or local newspaper will be accepted.

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

REASONS FOR DISCONTINUATION

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

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

IMPACT ON ACCESS

1. Document whether or not the discontinuation will have an adverse effect upon access to care for residents of the facility's market area.

2. Provide copies of notification letters sent to other resources or health care facilities that provide the same services as those proposed for discontinuation. The notification letter must include at least the anticipated date of discontinuation and the total number of patients that received care or the number of treatments provided during the latest 24 months.

APPEND DOCUMENTATION AS ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION III. 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 or exemption, 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 8, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 8.

SECTION IV. SAFETY NET IMPACT STATEMENT

SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for ALL PROJECTS TO DISCONTINUE A CATEGORY OF SERVICE [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 service might impact the remaining safety net providers in a given community, if reasonably known by the applicant.

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

1. For the 3 fiscal years prior to the application, a certification describing the amount of charity care provided by the applicant. The amount calculated by hospital applicants shall be in accordance with the reporting requirements for charity care reporting in the Illinois Community Benefits Act. Non-hospital applicants shall report charity care, at cost, in accordance with an appropriate methodology specified by the Board.

2. For the 3 fiscal years prior to the application, a certification of the amount of care provided to Medicaid patients. Hospital and non-hospital applicants shall provide Medicaid information in a manner consistent with the information reported each year to the Illinois Department of Public Health regarding "Inpatients and Outpatients Served by Payor Source" and "Inpatient and Outpatient Net Revenue by Payor Source" as required by the Board under Section 13 of this Act and published in the Annual Hospital Profile.

3. Any information the applicant believes is directly relevant to safety net services, including information regarding teaching, research, and any other service.

A table in the following format must be provided as part of Attachment 9.

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

	Total			

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

SECTION V. CHARITY CARE INFORMATION

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 10.

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

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

Section I, Identification, General Information, and Certification
Applicants

Certificates of Good Standing for DaVita Inc. and Renal Life Link, Inc. (collectively, the "Applicants" or "DaVita") are attached at Attachment – 1.

Renal Life Link, Inc. is the operator of Marion Dialysis. Marion Dialysis is a trade name of Renal Life Link, Inc. and is not a separately organized legal entity.

As the person with final control over the operator, DaVita Inc. is named as an applicant for this COE application. DaVita Inc. does not do business in the State of Illinois. A Certificate of Good Standing for DaVita Inc. from the state of its incorporation, Delaware, is attached.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "DAVITA INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTEENTH DAY OF AUGUST, A.D. 2018.

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

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

Jeffrey W. Bullock, Secretary of State

2391269 8300

SR# 20186216280

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

Authentication: 203263018

Date: 08-16-18

Attachment - 1

File Number 6412-928-7

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

RENAL LIFE LINK, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 17, 2005, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 28TH *day of* AUGUST *A.D.* 2019 .

Authentication #: 1924001946 verifiable until 08/28/2020
Authenticate at: http://www.cyberdriveillinois.com

Jesse White
SECRETARY OF STATE

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

The lease between Steven J. Zelman, M.D. and Renal Life Link, Inc. to lease the facility located at 324 South 4th Street, Marion, Illinois 62959 is attached at Attachment – 2.

Attachment - 2

SECOND AMENDMENT TO LEASE AGREEMENT

This SECOND AMENDMENT TO LEASE AGREEMENT (the "Second Amendment") is made and entered into as of June 27, 2016 (the "Effective Date"), by and between **STEVEN J. ZELMAN, M.D.** ("Lessor") and **RENAL LIFE LINK, INC.**, a Delaware corporation ("Lessee").

RECITALS:

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated January 1, 2006, as amended by that certain First Amendment to Lease Agreement dated May 20, 2009 (the "First Amendment") (collectively, the "Lease") concerning approximately 6,421 rentable square feet of space located at 324 South 4th Street, Marion, Illinois 62959-1241 as depicted on the floor plan attached hereto as Exhibit A (the "Premises"); and

WHEREAS, the current term of the Lease expired on December 31, 2015 and Tenant has remained in possession of the Premises with Landlord's knowledge and permission and the parties wish to extend the Lease for a period of 54 months such that it will commence on July 1, 2016 and expire on December 31, 2020; and

WHEREAS, Lessor and Lessee desire to amend said Lease in order to correct the square footage of the Premises;

WHEREAS, the parties desire to amend the Lease in accordance with the terms herein below stated.

AMENDMENT:

NOW THEREFORE, upon the Effective Date, for and in consideration of the mutual covenants contained herein and other good and valuable consideration exchanged by each of the parties to this Second Amendment, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby amended and the parties agree to as follows:

1. **Extended Term**. Notwithstanding anything to the contrary in the Lease, the Term of the Lease shall be extended for an additional 54 months commencing on July 1, 2016 and expiring on December 31, 2020 (the "Extended Term").

2. **Rent**. Notwithstanding anything to the contrary in the Lease, beginning on July 1, 2016, Lessee shall pay Rent for the Extended Term as set forth below:

Period	Rent per s/f/yr	Monthly Rent	Yearly Rent
July 1, 2016 – December 31, 2016	$17.00	$9,096.42	$109,157.00
January 1, 2017 – December 31, 2017	$17.34	$9,278.35	$111,340.14
January 1, 2018 – December 31, 2018	$17.69	$9,465.62	$113,587.49
January 1, 2019 – December 31, 2019	$18.04	$9,652.90	$115,834.84
January 1, 2020 – December 31, 2020	$18.40	$9,845.53	$118,146.40

3. **Renewals**. Lessee shall have the right and option to renew this Lease for two additional periods of five years each, next immediately ensuing after the expiration of the Extended Term and any subsequent renewal period by notifying Lessor in writing not less than 180 days before the expiration of the immediately preceding Extended Term or subsequent renewal Term of Lessee's intention to exercise its option to renew. In the event that Lessee so elects to extend this Lease, then, for such extended period of the Term, all of the terms, covenants and conditions of this Lease shall continue to be, and shall be, in full force and effect during such extended period of the Term, except that Rent shall be calculated and paid as set forth in Section 4 of the Lease.

4. **Lessor's Work**. Lessor, at Lessor's sole cost and expense, shall make any and all replacements or repairs set forth in **Exhibit B** attached hereto and incorporated herein ("Lessor's Work). All of Lessor's Work shall be completed within 90 days of the Effective Date of this Second Amendment. All Lessor's Work shall be done in a good and workmanlike manner and in compliance with all applicable Laws, ordinances, building and safety codes, regulations and orders of the federal, state, county or other governmental authorities having jurisdiction thereof. Without in any way limiting any obligation of Lessor under this Lease and except to the extent resulting from Lessee's acts, omissions, negligence and/or willful misconduct, Lessor shall indemnify, defend and hold harmless Lessee from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of Lessor's Work, which indemnity shall survive termination or expiration of this Lease. Should Lessor fail to complete Lessor's Work within 90 days of the Effective Date for any reason within Lessor's reasonable control, then Lessee may elect, by at least 15 days prior written notice to Lessor, to proceed to complete Lessor's Work. Any actual and reasonable expenses incurred in connection with Lessee's completion of Lessor's Work in accordance with this paragraph shall be reimbursed to Lessee within 15 days following Lessor's receipt of an invoice therefor together with receipts substantiating such expenses.

5. **Assignment/Subletting**. The following shall be added to the fourth paragraph of Section 7 of the Lease and incorporated therein:

> "; or (d) any physician, person, corporation, partnership or other entity subleasing a portion of the Premises for purposes consistent with Lessee's Permitted Use."

6. **Lessee's Insurance**. The second paragraph of Section 16 of the Lease shall be deleted in its entirety and replaced with the following:

"Lessee may carry any insurance required by this Lease under a blanket policy or under a policy containing a self-insured retention provided that the coverage thereunder for the Premises shall not be diminished by occurrences elsewhere."

7. **Lessor's Insurance**. The following language shall be added at the end of Section 16 of the Lease:

"During the Term, Lessor shall procure and maintain in full force and effect with respect to the Building, Common Areas and the land on which the Building is located (i) a policy or policies of property insurance (including, to the extent required, sprinkler leakage, vandalism and malicious mischief coverage, and any other endorsements required by the holder of any fee or leasehold mortgage and earthquake, terrorism and flood insurance to the extent Lessor reasonably deems prudent and/or to the extent required by any mortgagee) for full replacement value; and (ii) a policy of commercial liability insurance in a minimum amount of $1,000,000.00 per claim and $3,000,000.00 in the aggregate for both bodily injury and property damage insuring Lessor's activities with respect to the Premises and the Building for loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Premises or the Building."

8. **Regulatory Compliance**. Sections 39, 40, 41 and 42 of the Lease are hereby deleted in their entirety and replaced with the following:

"39. **Regulatory Compliance.** Lessor represents and warrants to Lessee that Lessor is a "referring physician" or a "referral source" as to Lessee for services paid for by Medicare or a state health care program, as the terms are defined under any federal or state health care anti-referral or anti-kickback, regulation, interpretation or opinion ("Referral Source"). Lessor covenants, during the Term or Extended Term, it will not knowingly sell, exchange or transfer the Premises to any individual or entity who is a Referral Source as to Lessee without complying with all other provisions of this Lease.

39.1 **Compliance.** Lessor and Lessee agree that it is not the purpose of this Lease to exert any influence over the reason or judgment of any party with respect to the referral of patients or other business between Lessor and Lessee, but that it is the parties' expectation that any referrals which may be made between the parties shall be and are based solely upon the medical judgment and discretion of the patient's physician. The parties further agree and acknowledge that (a) Rent is (i) set forth in advance; (ii) consistent with fair market value in an arms-length transaction; (iii) does not take into account the volume or value of any referrals or other business generated between the parties; and (iv) would be reasonable even if no referrals were made between the parties, and (b) Lessee's proportionate share does not exceed Lessee's pro-rata share for expenses and the rentable area of the Premises does not exceed the reasonable square footage needed for the legitimate business plans of Lessee.

Each party represents and warrants that: (i) it is not currently excluded from participation in any federal health care program, as defined under 42 U.S.C. Section 1320a-7b; (ii) it is not currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal procurement and non-procurement programs; or (iii) it has not been convicted of a criminal offense that falls within the scope of 42 U.S.C. Section 1320a-7(a), but has not yet been excluded, debarred, suspended or otherwise declared ineligible (each, an "Exclusion"), and agrees to notify the other party within two (2) business days of learning of any such Exclusion or any basis therefore. In the event of learning of such

Exclusion, either party shall have the right to immediately terminate this Lease without further liability. Lessor agrees that Lessee may screen Lessor against applicable Exclusive databases on an annual basis. Lessee shall have the right to terminate the Lease if a change in applicable health care laws or reimbursement systems affects the legality of the Lease. Lessor shall notify Lessee of, and cooperate with, any request from a duly authorized government representative (e.g., Secretary of HHS, Comptroller General) for access to books, documents and/or records related to the Lease, and to indemnify Lessee from any liability arising out of the party's refusal to grant such access.

The parties enter into this Lease with the intent of conducting their relationship in full compliance with applicable federal, state and local laws, including, without limitation, the Anti-Kickback Statute and agree and certify that neither party shall violate the Anti-Kickback Statute in performing under this Lease. Notwithstanding any unanticipated effect of any provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would violate any such law. Lessor agrees not to request an advisory opinion related to the legality of the Lease without the concurrence and approval of Lessee.

In the event Lessor or any of its members, partners, shareholders or trustees is now, or any time in the future becomes, a Covered Person (as defined below), Lessor acknowledged and agrees that each individual Covered Person shall also be subject to the following provisions. Upon notification by Lessee, each Covered Person shall: (i) participate in all compliance training (including on-line general compliance training on an annual basis) that Lessee provides to the Covered Person; (ii) complete all such training within the time frames required by Lessee; (iii) comply with policies and procedures designed to ensure compliance with relevant Federal health care program requirements applicable to Lessee and compliance programs applicable to Lessee, including its Code of Conduct; (iv) certify in writing or electronic form that the Covered Person read, understood and shall abide by the Code of Conduct and return such certification to Lessee within 30 days after being notified. The Covered Person shall report immediately to Lessee any suspected or known violations of Lessee's policies and procedures or of any violation of applicable federal healthcare program laws and regulations. Lessee shall provide to each Covered Person a copy of the applicable Code of Conduct and relevant policies and procedures designed to ensure compliance with relevant Federal health care program requirements.

A "Covered Person" shall be defined as: (i) any individual or entity who provides patient care items or services or who perform billing or coding functions on behalf of DaVita Dialysis, or (ii) any DaVita Dialysis domestic dialysis joint venture partner or medical director for any domestic DaVita Dialysis clinic."

8. **Cooperation with Lessee's Cost Reporting Responsibilities**. The following shall be added as Section 40 of the Lease.

"40. **Cooperation with Lessee's Cost Reporting Responsibilities.** Lessor's full cooperation with applicable authorities in connection with cost reporting is essential for

Lessee's continued operation of its business. Therefore, Lessor agrees to provide to Lessee, within thirty (30) days of Lessee's request, any and all information that is reasonably necessary for Lessee to fulfill its cost reporting requirements to such applicable authorities."

9. **Protected Health Information**. The following shall be added as Section 41 of the Lease.

"41. **Protected Health Information**.

41.1 Lessor acknowledges and agrees that from time to time during the Term, Lessor and/or its employees, representatives or assigns may be exposed to, or have access to, Protected Health Information ("PHI"), as defined by HIPAA, 45 CFR Parts 160 and 164. Lessor agrees that it will not use or disclose, and Lessor shall cause its employees, or assigns not to use or disclose, PHI for any purpose unless required by a court of competent jurisdiction or by any governmental authority in accordance with the requirements of HIPAA and all other applicable medical privacy Laws. Lessor further agrees that, notwithstanding the rights granted to Lessor pursuant to this Lease, except when accompanied by an authorized representative of Lessee, neither Lessor nor its employees, agents, representatives or contractors shall be permitted to enter areas of the Premises designated by Lessee as location where patient medical records are kept or stored or where such entry is prohibited by applicable state or federal health care privacy Laws.

41.2 Lessor shall not disclose, and cause any of its employees and representatives to not disclose, any "Confidential Information" of or pertaining to Lessee and shall not, without first obtaining Lessee's prior written consent, disclose to any person or organization, or use for its own benefit, any Confidential Information of or pertaining to Lessee during and after the Term, unless such Confidential Information is required to be disclosed by a court of competent jurisdiction or by any governmental authority. As used herein, the term "Confidential Information" shall mean any business, financial, personal or technical information relating to the business or other activities of Lessee that Lessor obtains in connection with the Lease."

10. **Notices**. Lessee's notice address in Section 27 of the Lease shall be modified as set forth below and all notices or other communications required or permitted under this Lease shall be given to Lessee at the following addresses:

Lessee:	Renal Life Link, Inc. c/o DaVita HealthCare Partners Inc. Attention: Real Estate Legal 2000 16th Street Denver, CO 80202
With a copy to:	relegal@davita.com Subject: Facility #1696, Marion, IL

Notwithstanding anything contained in this Lease to the contrary, any written notice by either Lessor or Lessee to the other party may be transmitted by electronic transmission, and that the electronic copies of such party's signature shall have the same effect as if it were an original signature, provided that Lessor or Lessee shall execute and deliver to the other party an original copy of the notice via one of the methods provided in this Section.

11. **Miscellaneous**.

11.1 Counterparts. This Second Amendment may be executed in any number of counterparts via facsimile or electronic transmission or otherwise, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

11.2 Entire Agreement. This Second Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

11.3 Authority. The parties signing below on behalf of the parties hereto represent and warrant that they have the authority and power to bind their respective party.

11.4 Terms. Capitalized terms not otherwise defined herein shall have the same meanings as are set forth in the Lease.

11.5 Consents. Lessor hereby represents and warrants to Lessee that all consents required, if any, from lenders, mortgagees, and ground owners, and any other holders of liens or encumbrances on, against, or affecting the Premises and/or the real property on which the Premises are located, have been obtained for execution and performance of this Second Amendment. Lessor agrees to indemnify, defend and hold Lessee harmless from and against any liability, claim, loss, cost, damage or expense arising from or based upon Lessor's failure to obtain all such required consents.

11.6 Conflicts. Except to the extent expressly stated, modified or amended herein, all terms and conditions of the Lease are ratified and confirmed and shall remain in effect as originally written. The parties agree that in the event of any conflict between the terms of the Lease, as heretofore amended, and this Second Amendment, the provisions of this Second Amendment shall control.

11.7 Parties Bound. This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have on the dates set forth below executed this Second Amendment to be effective as of the Effective Date.

LESSOR:

STEVEN J. ZELMAN, M.D.

DocuSigned by:
Steve Zelman
A3B37B696F65465...

By: _____
Date: June 27, 2016

LESSEE:

RENAL LIFE LINK, INC.,
a Delaware corporation

DocuSigned by:
Mary Anderson
7537D8F89812439...

By: _____
Name: Mary Anderson
Title: Divisional Vice President
Date: June 23, 2016

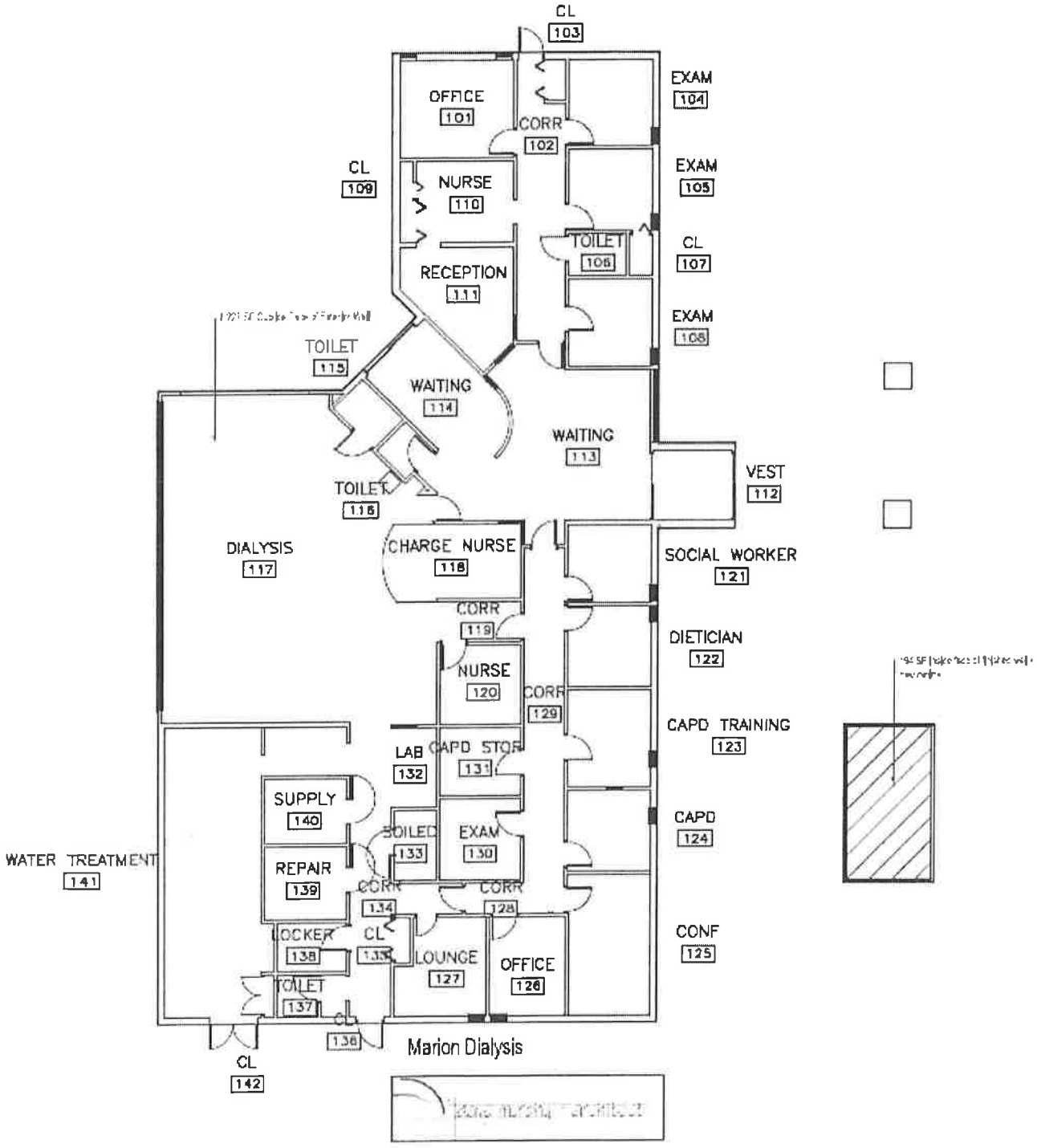
FOR LESSEE'S INTERNAL PURPOSES ONLY:

APPROVAL AS TO FORM ONLY:

DocuSigned by:
Jeff Pretty
37991BADE2B54E4...

By: _____
Name: Jeff Pretty
Title: Assistant General Counsel

Exhibit A
Floor Plan



Marion, IL (Facility #1696)
Second Amendment

Attachment – 2

Exhibit B
Lessor's Work

1. Replace all rain gutters at the Premises
2. Hire landscape architect/engineer to survey property and determine management plan to address drainage changes due to changes in elevation
3. Install an LED wall pack over the teammate entrance (east/back) door

DocuSign SECURED

Certificate Of Completion

Envelope Id: 5D364F09F5C5428083EB51298002A09E
Subject: Please DocuSign: Marion, IL (Facility #1696) - Second Amendment
Source Envelope:
Document Pages: 9
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 3
Initials: 0

Status: Completed

Envelope Originator:
Emily Briggs
2000 16th Street
Denver, CO 80202
emily.briggs@davita.com
IP Address: 10.101.101.11

Record Tracking

Status: Original
6/23/2016 9:42:50 AM

Holder: Emily Briggs
emily.briggs@davita.com

Location: DocuSign

Signer Events	Signature	Timestamp
Jeff Pretty jeffrey.pretty@davita.com Assistant General Counsel Security Level: Email, Account Authentication (None)	DocuSigned by: Jeff Pretty Using IP Address: 104.129.198.109	Sent: 6/23/2016 9:44:29 AM Viewed: 6/23/2016 10:28:43 AM Signed: 6/23/2016 10:28:52 AM
Electronic Record and Signature Disclosure: Accepted: 6/23/2016 10:28:43 AM ID: 06c3b492-1112-48af-8143-9d3b5f6619e5		
Mary Anderson mary.j.anderson@davita.com Divisional Vice President Security Level: Email, Account Authentication (None)	DocuSigned by: Mary Anderson Using IP Address: 162.17.1.33	Sent: 6/23/2016 10:28:54 AM Viewed: 6/23/2016 10:45:08 AM Signed: 6/23/2016 10:45:23 AM
Electronic Record and Signature Disclosure: Accepted: 6/23/2016 10:45:08 AM ID: 8421c41c-749c-4440-ae1a-1f2e6612b000		
Steve Zelman szelman@midwest.net Security Level: Email, Account Authentication (None)	DocuSigned by: Steve Zelman Using IP Address: 64.83.242.2	Sent: 6/23/2016 10:45:24 AM Viewed: 6/27/2016 4:41:11 AM Signed: 6/27/2016 4:41:19 AM
Electronic Record and Signature Disclosure: Accepted: 6/27/2016 4:41:11 AM ID: d266f0e2-ee61-4d3e-99bd-6c11b62de3ff		

In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**

Attachment – 2

Carbon Copy Events	Status	Timestamp
Brittany Gonda brittany.gonda@davita.com DaVita Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 6/27/2016 4:41:20 AM
Donald Robbins Donald.Robbins@davita.com ROD Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 6/27/2016 4:41:20 AM Viewed: 6/27/2016 7:29:18 PM
Jee-Young Tscha jee-young.tscha@cushwake.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/26/2016 8:05:36 AM ID: f3f1c02e-bc8c-410c-8686-9dd9c2efca74	COPIED	Sent: 6/27/2016 4:41:20 AM
Kip Sweda kip.sweda@davita.com Director Of Real Estate Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/8/2015 9:25:00 AM ID: be46c784-839d-4868-b331-f4ea4bc4982b	COPIED	Sent: 6/27/2016 4:41:20 AM

Notary Events		Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/27/2016 4:41:20 AM
Certified Delivered	Security Checked	6/27/2016 4:41:20 AM
Signing Complete	Security Checked	6/27/2016 4:41:20 AM
Completed	Security Checked	6/27/2016 4:41:20 AM

Electronic Record and Signature Disclosure

Attachment – 2

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

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

File Number 6412-928-7

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

RENAL LIFE LINK, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 17, 2005, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 28TH *day of* AUGUST ***A.D.*** 2019 .

Jesse White

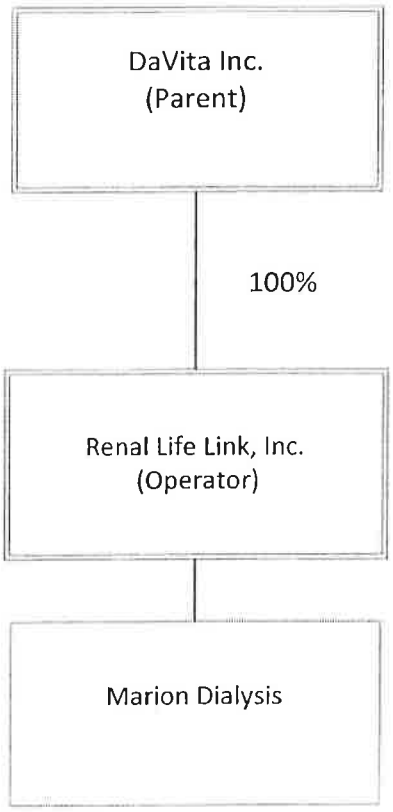
SECRETARY OF STATE

Authentication #: 1924001946 verifiable until 08/28/2020
Authenticate at: http://www.cyberdriveillinois.com

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

The organizational chart for DaVita Inc., Renal Life Link, Inc. and Marion Dialysis is attached at Attachment – 4.

Marion Dialysis
Organizational Chart



Section II, Discontinuation
Criterion 1110.290(a), General

1. The Applicants will discontinue its 13 station in-center dialysis clinic located at 324 South 4th Street, Marion, Illinois 62959.

2. No other clinical services will be discontinued as a result of this project.

3. Anticipated Discontinuation Date: October 23, 2019 based on planned consideration at the October 22, 2019 State Board meeting.

4. The Applicants lease space for Marion Dialysis. As a result, the Applicants will have no control over the use of space after discontinuation of Marion Dialysis

5. A copy of the notice of clinic closure published in the The Southern Illinoisan on August 30-31, 2019 is attached at Attachment – 5.

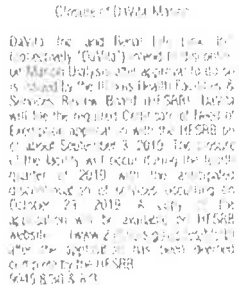
Anne Cooper

To: Regina Cox
Subject: RE: Legal notice

From: Lisa Giampaolo <Lisa.Giampaolo@thesouthern.com>
Sent: Wednesday, August 28, 2019 8:24 AM
To: Regina Cox <Regina.Cox@davita.com>
Subject: Legal notice

Good morning,

Here is a proof of the ad, I scheduled it to run on 8/30 & 8/31.



Thanks,

Lisa Giampaolo
Classifieds/Major Accounts Rep.
The Southern Illinoisan | Thesouthern.com
710 N. Illinois Ave. Carbondale, IL. 62901
618-351-5008 | lisa.giampaolo@thesouthern.com

STANDARDS IMPOSED PURSUANT TO THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"). IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE (I) NOTIFY US IMMEDIATELY BY REPLY E-MAIL OR BY TELEPHONE AT (855.472.9822), (II) REMOVE IT FROM YOUR SYSTEM, AND (III) DESTROY THE ORIGINAL TRANSMISSION AND ITS ATTACHMENTS WITHOUT READING OR SAVING THEM. THANK YOU.

-DaVita Inc-

Section II, Discontinuation
Criterion 1110.290(b), Reason for Discontinuation

The Applicants seek a Certificate of Exemption from the Illinois Health Facilities and Services Review Board to close its 13 station in-center dialysis clinic located at 324 South 4th Street, Marion, Illinois. Due to persistently low census, DaVita determined the clinic was no longer viable. The care of existing patients will be transferred to either Fresenius' Marion clinic or DaVita's clinic in Benton. Both clinics are currently underutilized, and the influx of patients will allow these clinics to operate closer to the State Board's 80% utilization standard.

Currently, there is an excess of 29 stations in HSA 5. The closure of Marion Dialysis will reduce the inventory of stations in the planning area to a level closer to the State Board's calculated need.

Section II, Discontinuation
Criterion 1110.290(c), Impact on Access

1. The closure of Marion Dialysis will not affect access to in-center dialysis services in the planning area. Based on the August 8, 2019 revised need determination, there is currently an excess of 29 stations in HSA 5. The closure of Marion Dialysis will reduce that excess, and bring the number of dialysis stations in the HSA closer to the State Board's projected need calculation.

   Further, there are three dialysis clinics within the Marion Dialysis GSA. As of June 30, 2019, average utilization of these clinics was 62.7%, with no clinic meeting the State Board's 80% utilization standard. Patients from Marion Dialysis will transfer to either Fresenius' Marion clinic or DaVita's clinic in Benton. Collectively, both clinics can accommodate Marion Dialysis' 28 patients. Accordingly, the discontinuation of Marion Dialysis will not adversely affect patient access to dialysis in Marion and the surrounding communities.

2. Copies of notification letters sent to the dialysis clinics within the Marion Dialysis geographic service area are attached at Attachment – 7.

POLSINELLI

150 N. Riverside Plaza, Suite 3000, Chicago, IL 60606-1599 • 312 819 1900

August 28, 2019

Anne M. Cooper
(312) 873-3606
(312) 276-4317 Direct Fax
acooper@polsinelli.com

Via FedEx

Administrator
Fresenius Kidney Care Carbondale
1425 East Main Street
Carbondale, Illinois 62901

Re: Notice of Planned Closure of Marion Dialysis

Dear Sir/Madam:

I am writing on behalf of DaVita Inc. and Renal Life Link, Inc. (collectively, "DaVita") to inform you of the proposed discontinuation of Marion Dialysis, a 13 station dialysis clinic located at 324 South 4th Street, Marion, Illinois 62959.

In accordance with 77 Ill. Admin. Code 1110.290(d), we are notifying all dialysis clinics located within 21 miles of Marion Dialysis to request that they address the impact of the proposed discontinuation on their clinics. You are receiving this letter because your clinic is located within 21 miles of Marion Dialysis.

Discontinuation will occur as soon as practicable.

While we do not anticipate that the discontinuation of Marion Dialysis will significantly impact area dialysis clinics, we invite you to inform us of any impact this action may have on your clinic. Your written response is not mandatory and this correspondence follows recent verbal communications about the planned closure in which we confirmed that your clinic has additional capacity to treat more patients.

The number of unduplicated patients and treatments administered at Marion Dialysis for the most recent two years is provided below.

Year	Patients	Treatments
2017	77	5,161
2018	53	4,250

POLSINELLI

Please advise us whether you anticipate your clinic will have additional capacity to accommodate a portion or all of the Marion Dialysis patients. If you are able to assume additional patients under these conditions, please provide us with an estimate of the number of patients that your clinic could accept.

Please send your response to me at the address noted above within fifteen days of receipt of this letter. If we do not receive a response from you within fifteen days, it will be assumed that you agree that the discontinuation of Marion Dialysis will not have an adverse impact on your clinic.

If you have any questions about DaVita's plans to discontinue Marion Dialysis, please feel free to contact Regina Cox at (217) 273-9906.

Sincerely,

Anne M. Cooper

POLSINELLI

150 N. Riverside Plaza, Suite 3000, Chicago, IL 60606-1599 • 312 819 1900

August 28, 2019

Anne M. Cooper
(312) 873-3606
(312) 276-4317 Direct Fax
acooper@polsinelli.com

Via FedEx

Administrator
Fresenius Kidney Care Williamson County
900 Skyline Drive, Suite 200
Marion, Illinois 62959

Re: Notice of Planned Closure of Marion Dialysis

Dear Sir/Madam:

I am writing on behalf of DaVita Inc. and Renal Life Link, Inc. (collectively, "DaVita") to inform you of the proposed discontinuation of Marion Dialysis, a 13 station dialysis clinic located at 324 South 4th Street, Marion, Illinois 62959.

In accordance with 77 Ill. Admin. Code 1110.290(d), we are notifying all dialysis clinics located within 21 miles of Marion Dialysis to request that they address the impact of the proposed discontinuation on their clinics. You are receiving this letter because your clinic is located within 21 miles of Marion Dialysis.

Discontinuation will occur as soon as practicable.

While we do not anticipate that the discontinuation of Marion Dialysis will significantly impact area dialysis clinics, we invite you to inform us of any impact this action may have on your clinic. Your written response is not mandatory, and this correspondence follows recent verbal communications about the planned closure in which we confirmed that your clinic has additional capacity to treat more patients.

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Year	Patients	Treatments
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POLSINELLI

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Please send your response to me at the address noted above within fifteen days of receipt of this letter. If we do not receive a response from you within fifteen days, it will be assumed that you agree that the discontinuation of Marion Dialysis will not have an adverse impact on your clinic.

If you have any questions about DaVita's plans to discontinue Marion Dialysis, please feel free to contact Regina Cox at (217) 273-9906.

Sincerely,

Anne M. Cooper

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

Neither the Centers for Medicare and Medicaid Services nor the Illinois Department of Public Health ("IDPH") has taken any adverse action involving civil monetary penalties or restriction or termination of participation in the Medicare or Medicaid programs against any of the applicants, or against any Illinois health care clinics owned or operated by the Applicants, directly or indirectly, within three years preceding the filing of this application.

1. A list of health care clinics owned or operated by the Applicants in Illinois is attached at Attachment – 8A. Dialysis clinics are currently not subject to State Licensure in Illinois.

2. Certification that no adverse action has been taken against either of the Applicants or against any health care clinics owned or operated by the Applicants in Illinois within three years preceding the filing of this application is attached at Attachment – 8B.

3. An authorization permitting the Illinois Health Facilities and Services Review Board ("State Board") and IDPH access to any documents necessary to verify information submitted, including, but not limited to: official records of IDPH or other State agencies; and the records of nationally recognized accreditation organizations is attached at Attachment – 8B.

DaVita Inc.							
Illinois Facilities							
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
Adams County Dialysis	436 N 10TH ST		QUINCY	ADAMS	IL	62301-4152	14-2711
Alton Dialysis	3511 COLLEGE AVE		ALTON	MADISON	IL	62002-5009	14-2619
Arlington Heights Renal Center	17 WEST GOLF ROAD		ARLINGTON HEIGHTS	COOK	IL	60005-3905	14-2628
Auburn Park Dialysis	7939 SOUTH WESTERN AVENUE		CHICAGO	COOK	IL	60620	
Barrington Creek	28160 W. NORTHWEST HIGHWAY		LAKE BARRINGTON	LAKE	IL	60010	14-2736
Belvidere Dialysis	1755 BELOIT ROAD		BELVIDERE	BOONE	IL	61008	14-2795
Benton Dialysis	1151 ROUTE 14 W		BENTON	FRANKLIN	IL	62812-1500	14-2608
Beverly Dialysis	8109 SOUTH WESTERN AVE		CHICAGO	COOK	IL	60620-5939	14-2638
Big Oaks Dialysis	5623 W TOUHY AVE		NILES	COOK	IL	60714-4019	14-2712
Brickyard Dialysis	2640 NORTH NARRAGANSETT		CHICAGO	COOK	IL	60639	
Brighton Park Dialysis	**4729 SOUTH CALIFORNIA AVE**		CHICAGO	COOK	IL	60632	
Buffalo Grove Renal Center	1291 W. DUNDEE ROAD		BUFFALO GROVE	COOK	IL	60089-4009	14-2650
Calumet City Dialysis	1200 SIBLEY BOULEVARD		CALUMET CITY	COOK	IL	60409	14-2817
Carpentersville Dialysis	2203 RANDALL ROAD		CARPENTERSVILLE	KANE	IL	60110-3355	14-2598
Cicero Dialysis	6001 Ogden Avenue		Cicero	Cook	IL	60804	
Centralia Dialysis	1231 STATE ROUTE 161		CENTRALIA	MARION	IL	62801-6739	14-2609
Chicago Heights Dialysis	177 W JOE ORR RD	STE B	CHICAGO HEIGHTS	COOK	IL	60411-1733	14-2635
Chicago Ridge Dialysis	10511 SOUTH HARLEM AVE		WORTH	COOK	IL	60482	14-2793
Churchview Dialysis	5970 CHURCHVIEW DR		ROCKFORD	WINNEBAGO	IL	61107-2574	14-2640
Cobblestone Dialysis	934 CENTER ST	STE A	ELGIN	KANE	IL	60120-2125	14-2715
Collinsville Dialysis	101 LANTER COURT	BLDG 2	COLLINSVILLE	MADISON	IL	62234	
Country Hills Dialysis	4215 W 167TH ST		COUNTRY CLUB HILLS	COOK	IL	60478-2017	14-2575
Crystal Springs Dialysis	720 COG CIRCLE		CRYSTAL LAKE	MCHENRY	IL	60014-7301	14-2716
Decatur East Wood Dialysis	794 E WOOD ST		DECATUR	MACON	IL	62523-1155	14-2599
Dixon Kidney Center	1131 N GALENA AVE		DIXON	LEE	IL	61021-1015	14-2651
Driftwood Dialysis	1808 SOUTH WEST AVE		FREEPORT	STEPHENSON	IL	61032-6712	14-2747
Edgemont Dialysis	8 VIEUX CARRE DRIVE		EAST ST. LOUIS	ST. CLAIR	IL	62203	
Edwardsville Dialysis	235 S BUCHANAN ST		EDWARDSVILLE	MADISON	IL	62025-2108	14-2701
Effingham Dialysis	904 MEDICAL PARK DR	STE 1	EFFINGHAM	EFFINGHAM	IL	62401-2193	14-2580

DaVita Inc.							
Illinois Facilities							
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
Emerald Dialysis	710 W 43RD ST		CHICAGO	COOK	IL	60609-3435	14-2529
Evanston Renal Center	1715 CENTRAL STREET		EVANSTON	COOK	IL	60201-1507	14-2511
Ford City Dialysis	8159 S CICERO AVENUE		CHICAGO	COOK	IL	60652	
Forest City Rockford	4103 W STATE ST		ROCKFORD	WINNEBAGO	IL	61101	
Glenview Dialysis	2601 Compass Road	Suite 145	Glenview	Cook	IL	60026	
Grand Crossing Dialysis	7319 S COTTAGE GROVE AVENUE		CHICAGO	COOK	IL	60619-1909	14-2728
Freeport Dialysis	1028 S KUNKLE BLVD		FREEPORT	STEPHENSON	IL	61032-6914	14-2642
Foxpoint Dialysis	1300 SCHAEFER ROAD		GRANITE CITY	MADISON	IL	62040	
Garfield Kidney Center	3250 WEST FRANKLIN BLVD		CHICAGO	COOK	IL	60624-1509	14-2777
Geneva Crossing Dialysis	540 South Schmale Road		Carol Stream	DuPage	IL	60188	
Granite City Dialysis Center	9 AMERICAN VLG		GRANITE CITY	MADISON	IL	62040-3706	14-2537
Harvey Dialysis	16641 S HALSTED ST		HARVEY	COOK	IL	60426-6174	14-2698
Hazel Crest Renal Center	3470 WEST 183rd STREET		HAZEL CREST	COOK	IL	60429-2428	14-2622
Hickory Crrek Dialysis	214 COLLINS STREET		JOLIET	WILL	IL	60432	
Huntley Dialysis	10350 HALIGUS ROAD		HUNTLEIY	MCHENRY	IL	60142	
Illini Renal Dialysis	507 E UNIVERSITY AVE		CHAMPAIGN	CHAMPAIGN	IL	61820-3828	14-2633
Irving Park Dialysis	4323 N PULASKI RD		CHICAGO	COOK	IL	60641	
Jacksonville Dialysis	1515 W WALNUT ST		JACKSONVILLE	MORGAN	IL	62650-1150	14-2581
Jerseyville Dialysis	917 S STATE ST		JERSEYVILLE	JERSEY	IL	62052-2344	14-2636
Kankakee County Dialysis	581 WILLIAM R LATHAM SR DR	STE 104	BOURBONNAIS	KANKAKEE	IL	60914-2439	14-2685
Kenwood Dialysis	4259 S COTTAGE GROVE AVENUE		CHICAGO	COOK	IL	60653	14-2717
Lake County Dialysis Services	565 LAKEVIEW PARKWAY	STE 176	VERNON HILLS	LAKE	IL	60061	14-2552
Lake Villa Dialysis	37809 N IL ROUTE 59		LAKE VILLA	LAKE	IL	60046-7332	14-2666
Lawndale Dialysis	3934 WEST 24TH ST		CHICAGO	COOK	IL	60623	14-2768
Lincoln Dialysis	2100 WEST FIFTH		LINCOLN	LOGAN	IL	62656-9115	14-2582
Lincoln Park Dialysis	2484 N ELSTON AVE		CHICAGO	COOK	IL	60647	14-2528
Litchfield Dialysis	915 ST FRANCES WAY		LITCHFIELD	MONTGOMERY	IL	62056-1775	14-2583
Little Village Dialysis	2335 W CERMAK RD		CHICAGO	COOK	IL	60608-3811	14-2668
Logan Square Dialysis	2838 NORTH KIMBALL AVE		CHICAGO	COOK	IL	60618	14-2534
Loop Renal Center	1101 SOUTH CANAL STREET		CHICAGO	COOK	IL	60607-4901	14-2505
Machesney Park Dialysis	7170 NORTH PERRYVILLE ROAD		MACHESNEY PARK	WINNEBAGO	IL	61115	14-2806

DaVita Inc.							
Illinois Facilities							
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
Macon County Dialysis	1090 W MCKINLEY AVE		DECATUR	MACON	IL	62526-3208	14-2584
Marengo City Dialysis	910 GREENLEE STREET	STE B	MARENGO	MCHENRY	IL	60152-8200	14-2643
Marion Dialysis	324 S 4TH ST		MARION	WILLIAMSON	IL	62959-1241	14-2570
Marshall Square Dialysis	2950-3010 West 26th Street		Chicago	COOK	IL	60623	
Maryville Dialysis	2130 VADALABENE DR		MARYVILLE	MADISON	IL	62062-5632	14-2634
Mattoon Dialysis	6051 DEVELOPMENT DRIVE		CHARLESTON	COLES	IL	61938-4652	14-2585
Melrose Village	1985 North Mannheim Road		Melrose Park	Cook	IL	60160	
Metro East Dialysis	5105 W MAIN ST		BELLEVILLE	SAINT CLAIR	IL	62226-4728	14-2527
Montclare Dialysis Center	7009 W BELMONT AVE		CHICAGO	COOK	IL	60634-4533	14-2649
Montgomery County Dialysis	1822 SENATOR MILLER DRIVE		HILLSBORO	MONTGOMERY	IL	62049	14-2813
Mount Vernon Dialysis	1800 JEFFERSON AVE		MOUNT VERNON	JEFFERSON	IL	62864-4300	14-2541
Mt. Greenwood Dialysis	3401 W 111TH ST		CHICAGO	COOK	IL	60655-3329	14-2660
North Dunes Dialysis	3113 North Lewis Avenue		Waukegan	Lake	IL	60087	
Northgrove Dialysiss	2491 INDUSTRIAL DRIVE		HIGHLAND	MADISON	IL	62249	
O'Fallon Dialysis	1941 FRANK SCOTT PKWY E	STE B	O'FALLON	ST. CLAIR	IL	62269	14-2818
Oak Meadows Dialysis	5020 West 95th Street		OAK LAWN	Cook	IL	60453	
Olney Dialysis Center	117 N BOONE ST		OLNEY	RICHLAND	IL	62450-2109	14-2674
Olympia Fields Dialysis Center	4557B LINCOLN HWY	STE B	MATTESON	COOK	IL	60443-2318	14-2548
Palos Park Dialysis	13155 S LaGRANGE ROAD		ORLAND PARK	COOK	IL	60462-1162	14-2732
Park Manor Dialysis	95TH STREET & COLFAX AVENUE		CHICAGO	COOK	IL	60617	
Pittsfield Dialysis	640 W WASHINGTON ST		PITTSFIELD	PIKE	IL	62363-1350	14-2708
Red Bud Dialysis	LOT 4 IN 1ST ADDITION OF EAST INDUSTRIAL PARK		RED BUD	RANDOLPH	IL	62278	14-2772
Robinson Dialysis	1215 N ALLEN ST	STE B	ROBINSON	CRAWFORD	IL	62454-1100	14-2714
Rockford Dialysis	3339 N ROCKTON AVE		ROCKFORD	WINNEBAGO	IL	61103-2839	14-2647
Roxbury Dialysis Center	622 ROXBURY RD		ROCKFORD	WINNEBAGO	IL	61107-5089	14-2665
Rushville Dialysis	112 SULLIVAN DRIVE		RUSHVILLE	SCHUYLER	IL	62681-1293	14-2620
Rutgers Park Dialysis	8455 WOODWARD AVENUE		WOODRIDGE	DUPAGE	IL	60517	

DaVita Inc.							
Illinois Facilities							
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
Salt Creek Dialysis	196 WEST NORTH AVENUE		VILLA PARK	DUPAGE	IL	60181	
Sauget Dialysis	2061 GOOSE LAKE RD		SAUGET	SAINT CLAIR	IL	62206-2822	14-2561
Schaumburg Renal Center	1156 S ROSELLE ROAD		SCHAUMBURG	COOK	IL	60193-4072	14-2654
Shiloh Dialysis	1095 NORTH GREEN MOUNT RD		SHILOH	ST CLAIR	IL	62269	14-2753
Silver Cross Renal Center - Morris	1551 CREEK DRIVE		MORRIS	GRUNDY	IL	60450	14-2740
Silver Cross Renal Center - New Lenox	1890 SILVER CROSS BOULEVARD		NEW LENOX	WILL	IL	60451	14-2741
Silver Cross Renal Center - West	1051 ESSINGTON ROAD		JOLIET	WILL	IL	60435	14-2742
South Holland Renal Center	16136 SOUTH PARK AVENUE		SOUTH HOLLAND	COOK	IL	60473-1511	14-2544
Springfield Central Dialysis	932 N RUTLEDGE ST		SPRINGFIELD	SANGAMON	IL	62702-3721	14-2586
Springfield Montvale Dialysis	2930 MONTVALE DR	STE A	SPRINGFIELD	SANGAMON	IL	62704-5376	14-2590
Springfield South	2930 SOUTH 6th STREET		SPRINGFIELD	SANGAMON	IL	62703	14-2733
Stonecrest Dialysis	1302 E STATE ST		ROCKFORD	WINNEBAGO	IL	61104-2228	14-2615
Stony Creek Dialysis	9115 S CICERO AVE		OAK LAWN	COOK	IL	60453-1895	14-2661
Stony Island Dialysis	8725 S STONY ISLAND AVE		CHICAGO	COOK	IL	60617-2709	14-2718
Sycamore Dialysis	2200 GATEWAY DR		SYCAMORE	DEKALB	IL	60178-3113	14-2639
Taylorville Dialysis	901 W SPRESSER ST		TAYLORVILLE	CHRISTIAN	IL	62568-1831	14-2587
Tazewell County Dialysis	1021 COURT STREET		PEKIN	TAZEWELL	IL	61554	14-2767
Timber Creek Dialysis	1001 S. ANNIE GLIDDEN ROAD		DEKALB	DEKALB	IL	60115	14-2763
Tinley Park Dialysis	16767 SOUTH 80TH AVENUE		TINLEY PARK	COOK	IL	60477	14-2810
TRC Children's Dialysis Center	2611 N HALSTED ST		CHICAGO	COOK	IL	60614-2301	14-2604
Vandalia Dialysis	301 MATTES AVE		VANDALIA	FAYETTE	IL	62471-2061	14-2693
Vermilion County Dialysis	22 WEST NEWELL ROAD		DANVILLE	VERMILION	IL	61834	14-2812
Washington Heights Dialysis	10620 SOUTH HALSTED STREET		CHICAGO	COOK	IL	60628	
Waukegan Renal Center	1616 NORTH GRAND AVENUE	STE C	Waukegan	COOK	IL	60085-3676	14-2577
Wayne County Dialysis	303 NW 11TH ST	STE 1	FAIRFIELD	WAYNE	IL	62837-1203	14-2688
West Lawn Dialysis	7000 S PULASKI RD		CHICAGO	COOK	IL	60629-5842	14-2719
West Side Dialysis	1600 W 13TH STREET		CHICAGO	COOK	IL	60608	14-2783
Whiteside Dialysis	2600 N LOCUST	STE D	STERLING	WHITESIDE	IL	61081-4602	14-2648

DaVita Inc.								
Illinois Facilities								
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
Woodlawn Dialysis	5060 S STATE ST		CHICAGO	COOK	IL	60609	14-2310

Attachment – 8A

Richard Sewell
Vice Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Vice Chair Sewell:

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

Additionally, pursuant to 77 Ill. Admin. Code § 1110.110(a)(2)(J), I hereby authorize the Health Facilities and Services Review Board ("HFSRB") and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted as part of this application for permit. I further authorize HFSRB and IDPH to obtain any additional information or documents from other government agencies which HFSRB or IDPH deem pertinent to process this application for permit.

Sincerely,

Print Name: Michael D. Staffieri
Its: Chief Operating Officer, DaVita Inc.
President, Renal Life Link, Inc.

Subscribed and sworn to me
This 21st day of August, 2019

Notary Public

KATHY CONNOR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064018112
MY COMMISSION EXPIRES APRIL 28, 2021

2000 16th Street, Denver, CO 80202 | P (800) 244-0680 | F (310) 536-2675 | DaVita.com

Section IV, Safety Net Impact Statement

1. The discontinuation of Marion Dialysis will not impact the ability of other health care providers or health care systems to cross-subsidize safety net services. All patients of Marion Dialysis will transfer to either to Fresenius' dialysis clinic in Marion or DaVita's clinic in Benton which have similar patient acceptance policies.

2. The discontinuation of Marion Dialysis will not impact safety net providers in the community. Excluding Marion Dialysis, there are three dialysis clinics within the Marion Dialysis GSA. Collectively, these clinics operate at 62.7%, with no clinic meeting the State Board's 80% utilization standard. Collectively, they have sufficient capacity to accommodate Marion Dialysis' patients.

3. A table showing the charity care and Medicaid care provided by the Applicants for the most recent three calendar years is provided below.

Safety Net Information per PA 96-0031			
CHARITY CARE			
	2016	2017	2018
Charity (# of patients)	110	98	126
Charity (cost in dollars)	$2,400,299	$2,818,603	$2,711,788
MEDICAID			
	2016	2017	2018
Medicaid (# of patients)	297	407	298
Medicaid (revenue)	$4,692,716	$9,493,634	$7,951,548

Section XII, Charity Care Information

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

CHARITY CARE			
	2016	2017	2018
Net Patient Revenue	**$353,226,322**	**$357,821,315**	**$394,665,458**
Amount of Charity Care (charges)	$2,400,299	$2,818,603	$2,711,788
Cost of Charity Care	$2,400,299	$2,818,603	$2,711,788

After paginating the entire completed application indicate, in the chart below, the page numbers for the included attachments:

INDEX OF ATTACHMENTS

ATTACHMENT NO.		PAGES
1	Applicant Identification including Certificate of Good Standing	15-17
2	Site Ownership	18-29
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	30-31
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	32-33
5	Discontinuation General Information Requirements	34-36
6	Reasons for Discontinuation	37
7	Impact on Access	38-42
8	Background of the Applicant	43-49
9	Safety Net Impact Statement	50
10	Charity Care Information	51

#E-042-19

POLSINELLI

150 N. Riverside Plaza, Suite 3000, Chicago, IL 60606-1599 • 312.819.1900

August 29, 2019

Anne M. Cooper
(312) 873-3606
(312) 276-4317 Direct Fax
acooper@polsinelli.com

Via Federal Express
Via Email

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

Re: Marion Dialysis –Certificate of Exemption Application for Planned Closure

Dear Ms. Avery:

Enclosed is a Certificate of Exemption application for the closure of Marion Dialysis filed by DaVita Inc. and Renal Life Link, Inc. (collectively, "DaVita"). This letter further serves to notify the Illinois Health Facilities and Services Review Board of the temporary suspension of services at Marion Dialysis. Due to a persistently low census, DaVita plans to temporarily suspend operations of its Marion Dialysis Clinic effective September 28, 2019 and upon approval of the enclosed Certificate of Exemption application will subsequently cease operations permanently. Patients currently treated at DaVita's Marion Dialysis clinic will, based on each patient's preference, transfer either to Fresenius' dialysis clinic in Marion or DaVita's clinic in Benton. These clinics have been notified of the planned closure and have adequate capacity to accommodate the patients from DaVita's Marion clinic.

Please let me know if you have any questions or would like to discuss this matter

Sincerely,

Anne M. Cooper

Anne M. Cooper

cc: Karen Senger, IDPH
Michael Constantino, HFSRB
Mary J. Anderson, DaVita Inc.

#E-042-19

DaVita. **DATE:** 16-Aug-19 **VENDOR NAME:** ILLINOIS DEPARTMENT OF **NO.** 9191586

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	FACILITY	DISCOUNT AMOUNT	NET AMOUNT
1696-2500.00	08/16/2019	CON APPL FEE MARION DIALYSI	PE	$0.00	$2,500.00
PLEASE DETACH AND RETAIN THIS STATEMENT AS YOUR RECORD OF PAYMENT				**$0.00**	**$2,500.00**

▼ DETACH CHECK ALONG PERFORATION ▼ ▼ DETACH CHECK ALONG PERFORATION ▼

DaVita.

P.O. Box 2037
Tacoma, WA 98401-2037

WELLS FARGO BANK NA 56-382/412

9191586

CHECK DATE	CHECK NUMBER	PAY THIS AMOUNT
16-Aug-19	9191586	**$2,500.00**

PAY Two Thousand Five Hundred Dollars And Zero Cents*****

TO THE ORDER OF
ILLINOIS DEPARTMENT OF PUBLIC HEALTH
525 W JEFFERSON STREET
SPRINGFIELD, IL 62761

DOCUMENT CONTAINS MULTI-COLORED PANTOGRAPH & MICROPRINTING. BACK HAS THERMOCHROMIC INK & A WATERMARK, HOLD AT AN ANGLE TO VIEW. VOID IF NOT PRESENT.

⑈0009191586⑈ ⑆041203824⑆ ⑈9643482160⑈

FOOTPRINT PROMOTIONS, INC. (425) 408-0966 * 64104

Patent Number US 7,975,904 B2

SEE OTHER SIDE FOR OPENING INSTRUCTIONS

DaVita
PO Box 2037
Tacoma, WA 98401-2037

OVERNIGHT

ILLINOIS DEPARTMENT OF PUBLIC HEALTH
525 W JEFFERSON STREET
SPRINGFIELD, IL 62761

SEE OTHER SIDE FOR OPENING INSTRUCTIONS