ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Fresenius Medical Care McLean County*				
Street Address: 2205 E. Empire Road				
City and Zip Code: Bloomington 61704				
County:	McLean	Health Service Area:	4	Health Planning Area:

*Facility will be renamed Fresenius Kidney Care McLean County after the relocation.

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

Exact Legal Name: Fresenius Medical Care Normal, LLC
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 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.

Co-Applicant(s) [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.

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: Lori Wright
Title: Senior CON Specialist
Company Name: Fresenius Medical Care North America
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: Scott Timmerman
Title: Regional Vice President
Company Name: Fresenius Medical Care North America
Address: One CityPlace Drive, Suite 160, Creve Coeur, MO 63141 IL
Telephone Number: 314-872-1714
E-mail Address: scott.timmerman@fmc-na.com
Fax Number: 781-209-4657

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 Medical Care North America
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: Corporate East Bloomington, LLC
Address of Site Owner: 1805 W. Washington St., Bloomington, IL 61701
Street Address or Legal Description of the Site: 2205 E. Empire Road, Bloomington, IL 61704 **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 Normal, LLC d/b/a Fresenius Medical Care McLean County
Address:
☐ Non-profit Corporation ☐ Partnership ☐ For-profit Corporation ☐ Governmental ☒ Limited Liability Company ☐ Sole Proprietorship ☐ Other o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. o **Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.**
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)**. **NOTE:** A SPECIAL FLOOD HAZARD AREA AND 500-YEAR FLOODPLAIN DETERMINATION FORM has been added at the conclusion of this Application for Permit that must be completed to deem a project complete.

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 1110.20 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 Normal, LLC (Fresenius) proposes to establish (relocate) the existing 20-station Fresenius Medical Care McLean County ESRD facility currently located at 1505 Eastland Medical Plaza, Bloomington to 2205 Empire Road, Bloomington. The relocation site is part of a multi-tenant office building, and the interior leased space will be built-out by Fresenius. The site is in McLean County and in HSA 4, where there is a determined need for 5 additional ESRD stations.

Along with the relocation, Fresenius proposes to add five in-center ESRD stations. One station will be used for isolation services. The remaining four stations will be used to provide TCU (Transitional Care Unit) services. TCU will offer new patients 4-5 times a week treatment for their first 30 days, while they receive in depth education on all dialysis modalities. TCU also provides current in-center hemodialysis patients who are interested and approved by their physician, the option to dialyze in a TCU station for a limited time to more frequent dialysis.

The new site will also include home dialysis training rooms to allow a smooth transition to home dialysis with the same staff. Current data indicated that patients who are on home dialysis generally have improved outcomes, more energy, fewer diet restrictions, and lower mortality rates.

This project is “substantive” under Planning Board rule 1110.40 as it entails a discontinuation, establishment (relocation), and addition of stations to a facility that provides in-center hemodialysis 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			
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts			
Modernization Contracts	2,015,030	948,250	2,963,280
Contingencies	167,919	79,021	246,940
Architectural/Engineering Fees	136,000	64,000	200,000
Consulting and Other Fees			
Movable or Other Equipment (not in construction contracts)	464,000	245,000	709,000
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment	1,939,160	744,028	2,683,188
Other Costs to Be Capitalized			
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	**$4,722,109**	**$2,080,299**	**$6,802,408**
SOURCE OF FUNDS	**CLINICAL**	**NONCLINICAL**	**TOTAL**
Cash and Securities	2,782,949	1,336,271	4,119,220
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)	1,939,160	744,028	2,683,188
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS	**$4,722,109**	**$2,080,299**	**$6,802,408**

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 $294,648 .

Project Status and Completion Schedules

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

Indicate the stage of the project's architectural drawings:

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

Anticipated project completion date (refer to Part 1130.140): December 31, 2023

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.**

Not Reviewable Space [i.e. non-clinical]: *means an area for the benefit of the patients, visitors, staff or employees of a health care facility and not directly related to the diagnosis, treatment, or rehabilitation of persons receiving services from the health care facility. "Non-clinical service areas" include, but are not limited to, chapels; gift shops; newsstands; computer systems; tunnels, walkways, and elevators; telephone systems; projects to comply with life safety codes; educational facilities; student housing; patient, employee, staff, and visitor dining areas; administration and volunteer offices; modernization of structural components (such as roof replacement and masonry work); boiler repair or replacement; vehicle maintenance and storage facilities; parking facilities; mechanical systems for heating, ventilation, and air conditioning; loading docks; and repair or replacement of carpeting, tile, wall coverings, window coverings or treatments, or furniture. Solely for the purpose of this definition, "non-clinical service area" does not include health and fitness centers.* [20 ILCS 3960/3]

		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	$4,722,109		9,952		9,952		
Total Clinical	**$4,722,109**		**9,952**		**9,952**		
NON REVIEWABLE							
Non-Clinical (Administrative, Mechanical, Staff, Waiting Room, Home Therapies)	$2,080,299		2,395		2,395		
Total Non-clinical	**$2,080,299**		**2,395**		**2,395**		
TOTAL	**$6,802,408**		**12,347**		**12,347**		

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 Fresenius Medical Care Normal, 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 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	SIGNATURE
Scott Timmerman PRINTED NAME	Chad Parkinson PRINTED NAME
Regional Vice President PRINTED TITLE	Director of Operations PRINTED TITLE
Notarization: Subscribed and sworn to before me this 3rd day of Jan 2022	Notarization: Subscribed and sworn to before me this _____ day of _____ 202__
Christine F Jacob Signature of Notary	_____ Signature of Notary
Seal	Seal

*Insert the EXACT legal name of the applicant

CHRISTINE F JACOB
Notary Public, Notary Seal
State of Missouri
St Charles County
Commission # 03498031
My Commission Expires 03-29-2022

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 Fresenius Medical Care Normal, 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 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	SIGNATURE
Scott Timmerman PRINTED NAME	Chad Parkinson PRINTED NAME
Regional Vice President PRINTED TITLE	Director of Operations PRINTED TITLE
Notarization: Subscribed and sworn to before me this _____ day of _____ 202__	Notarization: Subscribed and sworn to before me this 5th day of Jan 2022
Signature of Notary	Signature of Notary
Seal	Seal

CHRISTINE F JACOB
Notary Public, Notary Seal
State of Missouri
St Charles County
Commission # 03498031
My Commission Expires 03-29-2022

*Insert the EXACT legal name of the applicant

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 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 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

Bryan Mello
PRINTED NAME

Assistant Treasurer
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 7th day of January 2023

Signature of Notary

Seal

SIGNATURE

Domenic Gaeta
PRINTED NAME

Assistant Secretary
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this _____ day of _____ 202__

Signature of Notary

Seal

ELIZABETH D. SCULLY
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires On
October 14, 2022

*Insert the EXACT legal name of the applicant

SECTION II. DISCONTINUATION -

This Section is applicable to the discontinuation of a health care facility or the discontinuation of more than one category of service in a 6-month period. If the project is solely for a discontinuation of a health care facility the **Background of the Applicant(s) and Purpose of Project MUST** be addressed. **A copy of the Notices listed in Item 7 below MUST be submitted with this Application for Discontinuation https://www.ilga.gov/legislation/ilcs/documents/002039600K8.7.htm**

Criterion 1110.290 – Discontinuation

READ THE REVIEW CRITERION and provide the following information:

GENERAL INFORMATION REQUIREMENTS

1. Identify the categories of service and the number of beds, if any that are to be discontinued.
2. Identify all the other clinical services that are to be discontinued.
3. Provide the anticipated date of discontinuation for each identified service or for the entire facility.
4. Provide the anticipated use of the physical plant and equipment after the discontinuation occurs.
5. Provide the anticipated disposition and location of all medical records pertaining to the services being discontinued and the length of time the records will be maintained.
6. Provide copies of the notices that were provided to the local media that would routinely be notified about facility events.
7. **For applications involving the discontinuation of an entire facility, provide copies of the notices that were sent to the municipality in which the facility is located, the State Representative and State Senator of the district in which the health care facility is located, the Director of Public Health, and the Director of Healthcare and Family Services. These notices shall have been made at least 30 days prior to filing of the application.**
8. For applications involving the discontinuation of an entire facility, certification by an authorized representative that all questionnaires and data required by HFSRB or DPH (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation, and that the required information will be submitted no later than 90 days following the date of discontinuation.

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 1110.290(b) for examples.

IMPACT ON ACCESS

1. Document whether the discontinuation of each service or of the entire facility will have an adverse effect upon access to care for residents of the facility's market area.
2. Document that a written request for an impact statement was received by all existing or approved health care facilities (that provide the same services as those being discontinued) located within the **geographic service area**.

Or

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

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

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

1110.110(a) – Background of the Applicant

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 listing of all health care facilities currently owned and/or operated in Illinois, by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.

3. For the following questions, please provide information for each applicant, including corporate officers or directors, LLC members, partners and owners of at least 5% of the proposed facility. A health care facility is considered owned or operated by every person or entity that owns, directly or indirectly, an ownership interest.

    a. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application.

    b. A certified listing of each applicant, identifying those individuals that have been cited, arrested, taken into custody, charged with, indicted, convicted or tried for, or pled guilty to the commission of any felony or misdemeanor or violation of the law, except for minor parking violations; or the subject of any juvenile delinquency or youthful offender proceeding. Unless expunged, provide details about the conviction and submit any police or court records regarding any matters disclosed.

    c. A certified and detailed listing of each applicant or person charged with fraudulent conduct or any act involving moral turpitude.

    d. A certified listing of each applicant with one or more unsatisfied judgements against him or her.

    e. A certified and detailed listing of each applicant who is in default in the performance or discharge of any duty or obligation imposed by a judgment, decree, order or directive of any court or governmental agency.

4. 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.**

5. 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 can 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 1110.110(b) & (d)

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** 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 1110.120 - 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?**
ESRD IN-CENTER HEMODIALYSIS	9,952 (25 Stations)	11,250 – 16,250 BGSF	None	Yes
Non-clinical	2,395	N/A	N/A	N/A

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, THERE IS NO UNFINISHED SHELL SPACE.

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, THERE IS NO UNFINISHED SHELL SPACE.

Submit the following:

1. Verification that the applicant will submit to HFSRB a CON application to develop and utilize the shell space, regardless of the capital thresholds in effect at the time or the categories of service involved.

2. The estimated date by which the subsequent CON application (to develop and utilize the subject shell space) will be submitted; and

3. The anticipated date when the shell space will be completed and placed into operation.

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

SECTION V. SERVICE SPECIFIC REVIEW CRITERIA

F. Criterion 1110.230 - 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**	**20**	**25**

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

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.230(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	**X**		
1110.230(b)(2) - Planning Area Need - Service to Planning Area Residents	**X**	**X**	
1110.230(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	**X**		
1110.230(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		**X**	
1110.2300(b)(5) - Planning Area Need - Service Accessibility	**X**		
1110.230(c)(1) - Unnecessary Duplication of Services	**X**		
1110.230(c)(2) - Maldistribution	**X**		
1110.230(c)(3) - Impact of Project on Other Area Providers	**X**		
1110.230(d)(1), (2), and (3) - Deteriorated Facilities and Documentation			X
1110.230(e) - Staffing	**X**	**X**	
1110.230(f) - Support Services	**X**	**X**	X
1110.230(g) - Minimum Number of Stations	**X**		
1110.230(h) - Continuity of Care	**X**		
1110.230(I) - Relocation (if applicable)	**X**		
1110.230(j) - Assurances	**X**	**X**	

APPEND DOCUMENTATION AS <u>ATTACHMENT 23,</u> 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 1110.230(i) - 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)**

VI. 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]:**

$4,119,220	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 timetable 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 timetable of receipts;
$2,683,188	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.
$6,802,408	**TOTAL FUNDS AVAILABLE**

APPEND DOCUMENTATION AS ATTACHMENT 33, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION VII. 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 the project's 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 34, 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 35, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION VIII.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 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	Gross Sq. Ft. Circ.*	Gross Sq. Ft. Mod.	Gross Sq. Ft. Circ.*	Const. $ (A x C)	Mod. $ (B x E)	
ESRD		240.00			9,952			2,388,480	2,388,480
Contingency		20.00			9,952			199,040	199,040
Total Clinical		**260.00**			**9,952**			**2,587,520**	**2,587,520**
Non-Clinical		240.00			2,395			574,800	574,800
Contingency		20.00			2,395			47,900	47,900
Total Non		**260.00**			**2,395**			**622,700**	**622,700**
TOTALS		**$260.00**			**12,347**			**$3,210,220**	**$3,210,220**

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

SECTION IX. SAFETY NET IMPACT STATEMENT

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

1. The project's material impact, if any, on essential safety net services in the community, ***including the impact on racial and health care disparities in the community,*** to the extent that it is feasible for an applicant to have such knowledge.

2. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.

3. How the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant.

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

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

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

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

A table in the following format must be provided as part of Attachment 37.

CHARITY CARE (Self-Pay) *			
Charity (# of patients)(Self-Pay)	**2018**	**2019**	**2020**
(Out-patient only)	294	297	245
Total Charity (cost in dollars)	$5,295,686	$5,591,838	$4,453,393
MEDICAID			
Medicaid (# of patients)	**2018**	**2019**	**2020**
(Out-patient Only)	326	266	201
Medicaid (revenue)	$7,151,669	$5,264,304	$3,617,682

* As a for-profit corporation Fresenius does not provide charity care per the Board's definition. Numbers reported are self-pay Self-pay balances are written off to bad debt. Medicare may reimburse a portion of bad debt as part of cost reporting.

APPEND DOCUMENTATION AS ATTACHMENT 37, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION X. 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 38.

CHARITY CARE			
	2018	**2019**	**2020**
Net Patient Revenue	$436,811,409	$444,575,062	$447,807,649
Amount of Charity Care (charges)	$5,295,686	$5,591,838	$4,453,393
Cost of Charity Care	$5,295,686	$5,591,838	$4,453,393

*As a for-profit corporation Fresenius does not provide charity care per the Board's definition.
Numbers reported are self-pay balances. Self-pay balances are written off to bad debt.
Medicare may reimburse a portion of bad debt as part of cost reporting.

APPEND DOCUMENTATION AS ATTACHMENT 38, 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

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION
Applicant Identification

Applicant

Exact Legal Name: Fresenius Medical Care Normal, LLC*
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 Normal, LLC on following page.

Type of Ownership of Applicant

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

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

Co-Applicant

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

*****Fresenius Medical Care Holdings, Inc. is a Delaware corporation and does not do business in the State of Illinois.

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.

File Number 0554029-1

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

NORMAL LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 11, 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 DOMESTIC LIMITED LIABILITY COMPANY 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 4TH *day of* JANUARY *A.D.* 2022 .

Authentication #: 2200401738 verifiable until 01/04/2023
Authenticate at: http://www.ilsos.gov

Jesse White

SECRETARY OF STATE

Site Ownership

Exact Legal Name of Site Owner: Corporate East Bloomington, LLC
Address of Site Owner: 1805 W. Washington St., Bloomington, IL 61701
Street Address or Legal Description of the Site: 2205 E. Empire Road, Bloomington, IL 61704 **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.**

Site Owner
ATTACHMENT – 2

FRESENIUS MEDICAL CARE

January 6, 2022

Mr. Greg Yount
c/o Coldwell Banker Commercial
1707 Hamilton Road
Suite 1A
Bloomington, Il 61704

RE: Fresenius Medical Care Normal, LLC
McLean County - JV 009423-1-RL-W-BO-2020
Letter of Intent

Dear Mr. Yount,

On behalf of Fresenius Medical Care Normal, LLC, we are pleased to present the following letter of intent to lease space from your company.

LANDLORD:	Corporate East Bloomington, LLC
MANAGEMENT:	Core 3 Property Management
TENANT:	Fresenius Medical Care Normal, LLC
PREMISES ADDRESS:	2205 E. Empire, Suite B Bloomington, IL 61704
SQUARE FOOTAGE:	Approximately 12,347 contiguous usable square feet. (Subject to final measurement by architect.)
PRIMARY TERM:	An initial lease term of Ten (10) years. The Lease would commence on the date that the Landlord has completed all Landlord Work and delivered premises to Tenant. The rent would start 120 days after commencement and turnover date.

Reservoir Woods, 920 Winter Street, Waltham, MA 02451 ~ (781) 699-9000 ~ Fax (781)-699-9776

For purposes of establishing an actual occupancy date, both parties will execute an amendment after occupancy has occurred, setting forth dates for purposes of calculations, notices, or other events in the Lease that may be tied to a commencement date.

OPTIONS TO RENEW: Three (3), five (5) year options to renew the Lease. Option rental rates shall be based upon 10% increases at the beginning of each option period and shall provide Ninety (90) days' prior written notification of its desire to exercise the option.

ANNUAL RENTAL RATE: $17.88/square foot ($18,397.03/month) for the first five years.
$18.77/square foot ($19,312.77/month) for the second five years.

TENANT ALLOWANCE: $0 (Zero), to be paid promptly to Tenant upon completion of the Tenant Improvements.

CONCESSIONS: (see 120-day free rent period under "Primary term")

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

CONDITION OF PREMISES: Landlord to deliver the Premises in shell condition pursuant to the Existing Building Shell Specifications (attached), which is to include, but not be limited to, the following items as part of the demised shell ("Landlord Work"):

Shell	Demised Premises in a shell condition with clear space from the finished slab to the underside of the roof structure of not less than 13 feet.
Utilities	All utilities are to be separately metered and brought to a location within the demised Premises acceptable to Tenant. Landlord Work shall include all impact fees, tapping fees, meters for water, electrical, natural gas (or propane, if required), sanitary sewer, storm drainage, and fire protection (sprinklers). Landlord to submit drawings indicating utility locations to Tenant for review and approval prior to installation of all utilities.
Electrical	Provide adequate electrical power installed to one main distribution panel for Tenant's operation (800-amp/208-volt, 3-phase).
HVAC	Provide HVAC units (4 – 5 separate HVAC units), in place, meeting Tenant's standards and specifications which will be provided by Tenant's engineer to deliver approximately 3 tons per thousand square feet of leased space. Landlord Work to include furnishing and installing all the electrical connections from the units to Tenant's electrical panel. Tenant's contractor will provide and install all ductwork and insulation from these units.
Roof	The Landlord Work will include all costs related to the design and installation or modification of the structural roof system to support any supplemental HVAC improvements according to the Lease terms and Tenant's specifications.
Gas	Provide gas service to handle the above HVAC needs and the use of two 100-gallon water heaters and one 50-gallon water heater at a minimum of ____ MBH.
Domestic Water	Provide water service with no less than a 2" dedicated line to the Premises with pressure of 60-80 psi.
Sewer	Provide sewer invert to meet Tenant's requirements of no less than 36".
Fire Suppression	Building and Premises to be fully-serviced by automatic fire suppression system to meet all applicable state and local codes, laws, ordinances and regulations and according to NFPA 101.
Conduit	Provide conduit to the building for Cable TV and telephone. Terminate inside building at wiring closet. If cable is not available Tenant shall have the right to install a satellite system for its use at its own cost.
Windows	All windows to be double glazed insulated glass.
Exterior Walls	Exterior walls insulation – R-19 minimum.
Deliveries	Provide a double man door or loading dock door at the rear of the building for deliveries. All doors shall be out-swinging with non-ferrous non-removable hinges, weather stripping, insulation, drip caps and ADA accessible with 1/4" high threshold according to Tenant's standard specifications.
Concrete Pad	
Pathways	Provide handicap accessible pathway(s) to building to meet all applicable state and local codes, laws, ordinances and regulations.

Floor Slab	The floor slab must be flat and leveled (parallel to horizon) to allow for Tenant Improvements without a new concrete pour. If new concrete pour is required, floor flatness (amount of curvature allowed over 24" length) of 25 minimum and floor levelness of 20 minimum is required.
Vapor Emissions	Landlord is responsible to have a slab vapor emission and relative humidity test report performed by independent third-party testing agency. The agency must utilize ASTM standards (F2170, F1869) to test and verify if the slab meets vapor and relative humidity tolerances required to install floor finishes without mitigation.

DELIVERY DATE:

If required, Landlord shall apply for all building permits related to the Landlord Work no later than 30 days after full execution of the Lease. Landlord is required to proceed with commercially reasonable efforts to file for the building permit timely after full execution of the Lease.

Tenant requires the Landlord to perform the required Landlord Work in a commercially reasonable manner and to deliver the Premises no later than Ninety(90) days after the receipt of the building permit ("Delivery Date"). In the event the Premises are not delivered to Tenant on the Delivery Date, Tenant shall have the right to terminate the Lease.

ARCHITECT FOR TENANT IMPROVEMENTS:

Tenant shall engage an architect as selected by the Tenant to complete the plans and specifications of the Tenant Improvements. All other fees associated with the architect's work related to the Tenant Improvement plans and specifications shall be paid by the Tenant.

TENANT IMPROVEMENTS:

Tenant may select a General Contractor of its own choosing to complete the build-out of the Premises, subject to reasonable approval by Landlord.

Tenant will be allowed to commence its Tenant Improvement work once the Landlord has completed all interior work at the Premises. A detailed schedule will be attached to the Lease as an exhibit to make clear the extent of the work to be completed in order to allow Tenant to commence. No supervisory fee will

be payable to the Landlord with respect to Tenant's work.

During Tenant Improvement construction, Landlord will provide full access to the building's electrical services, mechanical rooms, roof, and all other areas of the building that may be required.

Tenant will require access to tele/data and cable lines.

HVAC: Landlord shall provide an annual HVAC maintenance contract and such costs shall be reimbursed by Tenant.

Landlord shall warrant HVAC for the term of the Lease making all repairs and replacements not covered by Landlord's maintenance contract.

In the event that Landlord replaces the HVAC during the term of the Lease, Tenant shall reimburse Landlord – the cost to be annually amortized based upon a 10-year life until the costs are recovered, or the Lease is terminated whichever is earlier.

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

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

PARKING: Landlord will provide free parking of no less than 3 parking spaces per 1,000 square feet or the amount required by local code, whichever is greater. Tenant shall require that 10% of the parking (per the site plan to be attached to the lease) be designated handicapped spaces plus one ambulance space (cost to designate parking spaces to be at Landlord's sole cost and expense). See site plan exhibit.

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

CORPORATE IDENTIFICATION:

Tenant shall have signage space on monument sign and on exterior of building, which shall be approved by Landlord at Tenant's expense.

COMMON AREA EXPENSES AND REAL ESTATE TAXES:

Landlord shall pay real estate taxes and building insurance, provided Tenant shall pay for any increases from base year annually. Taxes are currently $2.22 PSF and Insurance is $.14 PSF. Common area maintenance is included in the rent.

ASSIGNMENT/ SUBLETTING:

Landlord shall grant Tenant:

a. The right, without Landlord's approval, to sublet or assign its lease, 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 lease, 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. Tenant shall not be relieved of underlying financial responsibility unless approved by Landlord.

Any other assignment or subletting will be subject to Landlord's prior consent, which shall not be unreasonably withheld or delayed

All options contained in the Lease for renewals will be fully transferable upon a sublease or assignment. Landlord will not be entitled to any right of recapture, provided lease is not in default..

MAINTENANCE:

Landlord shall, without expense to Tenant, maintain and make all necessary repairs to the exterior portions and structural portions of the Building to keep the building weather and water tight and structurally

sound including, without limitation: foundations, structure, load bearing walls, exterior walls, doors and windows, the roof and roof supports, columns, retaining walls, gutters, downspouts, flashings, footings as well as any elevators, water mains, gas and sewer lines, sidewalks, private roadways, landscape, parking areas, common areas, and loading docks, if any, on or appurtenant to the Building or the Premises.

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

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

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

RIGHT OF FIRST REFUSAL: Tenant shall have a Right of First Refusal on all adjacent space to the Premises during the term of the Lease. Landlord shall submit to Tenant a copy of a bona fide offer from a third-party proposing to lease the adjacent space. Tenant shall have up to thirty (30) days to advise Landlord if it will accept the proposed terms related to the adjacent space. If the terms are accepted by Tenant, the parties will execute an amendment for the additional space within thirty (30) days.

SURRENDER: At any time prior to the expiration or earlier termination of the Lease, Tenant may remove any or all the alterations, additions or installations, installed by or on behalf of Tenant, in such a manner as will not substantially injure the Premises. Tenant agrees to restore the portion of the Premises affected by Tenant's removal of such alterations, additions or installations to the same condition as existed prior to the making of such alterations, additions, or installations. Upon the expiration or earlier termination of the Lease, Tenant shall turn over the Premises to Landlord in good condition, ordinary wear and tear, damage or destruction by fire, flood, storm, civil commotion, or other unavoidable cause excepted. All alterations, additions, or installations not so removed by Tenant shall become the property of Landlord without liability on Landlord's part to pay for the same.

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

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

EXCLUSIVITY Landlord will not, during the term of the Lease and any option terms, lease space at 2215 E. Empire and surrounding suites to any other provider of hemodialysis services.

ENVIRONMENTAL AND ADA: Landlord confirms that there is no asbestos present in the building and that there are no contaminants or environmental hazards in or on the property, including Underground Storage Tanks. Landlord also confirms that no other tenants or their activities present issues as to the generation of hazardous materials.

Landlord has taken any and all other actions that may be necessary to bring the Property into full compliance with all relevant governmental code requirements, including but not limited to compliance with the Americans with Disabilities Act ("ADA").

DRAFT LEASE: Tenant requires the use of its Standard Form Lease.

GUARANTOR: Fresenius Medical Care Holdings, Inc.

SECURITY DEPOSIT: None

HOLDOVER: Tenant shall have the right to remain in the Premises for up to two (2) 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.

SHARED VALUES: As stated in the Fresenius Medical Care Code of Ethics and Business Conduct, Tenant upholds the values of quality, honesty and integrity, innovation and improvement, respect and dignity, as well as lawful conduct, especially with regard to anti-bribery and anti-corruption. Tenant upholds these values in its own operations, as well as in its relationships with business partners. Tenant's continued success and reputation depends on a common commitment to act accordingly. Together with Tenant, Landlord is committed to uphold these fundamental values by adherence to applicable laws and regulations.

BROKERAGE FEE: Vequity represents Tenant in this transaction.
Broker's commissions will be specified by a separate agreement between the Landlord and Vequity.
Tenant shall retain the right to offset rent for failure to pay the real estate commission.

MARKET REMOVAL:

Upon execution of this Letter of Intent, Landlord shall remove the proposed Premises from the open market and Landlord agrees not to enter into discussions with any other tenants related to this space. The parties agree to work diligently to execute a Lease as soon as possible.

DISCLAIMER:

This letter is not a legally binding document and is expressly contingent upon final board approval by Tenant and the negotiation and execution of a mutually agreeable lease document.

Exhibit(s):

Both the Landlord tenant work matrix and the proposed site plan revisions are to be incorporated as exhibits to this document.

If you are in agreement with these terms, please execute the document below and return a copy for our records. This letter of intent will expire October 20, 2021.

We look forward to reaching an agreement with your company.

Yours sincerely,

_____

Miles Gatland
Real Estate Transaction Manager

SIGNATURES ON NEXT PAGE

AGREED TO AND ACCEPTED BY:

Corporate East Bloomington, LLC	**Fresenius Medical Care Normal, LLC**
Greg Yount, Member	
Jan 7, 2022	
Date	**Date**

Operating Identity/Licensee

Exact Legal Name: Fresenius Medical Care Normal, LLC d/b/a Fresenius Medical Care McLean County*					
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.**

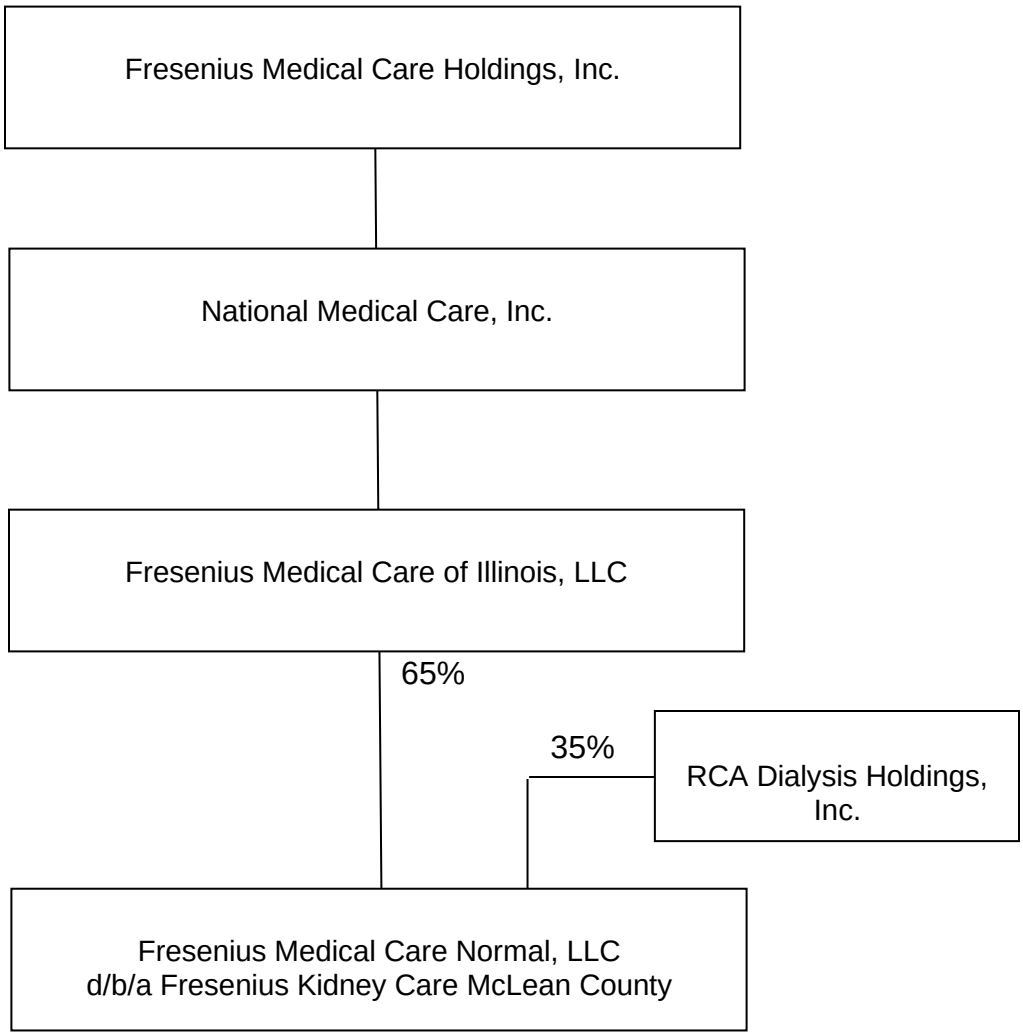
*The facility will operate as Fresenius Kidney Care McLean County after the relocation.

Ownership

Bio-Medical Applications of Illinois, Inc. has a 65% membership interest in Fresenius Medical Care Normal, LLC. Its address is 920 Winter Street, Waltham, MA 02451.

RCA Dialysis Holdings, Inc. has a 35% membership interest in Fresenius Medical Care Normal, LLC. Its address is 420 NE Glen Oak, Suite 401, Peoria, IL 61603.

Organizational Relationship



Organizational Chart
ATTACHMENT – 4

Flood Plain Requirements

The proposed relocation site complies with the requirements of Illinois Executive Order #2005-5. The facility will be located at 2205 E. Empire Road, Bloomington, Illinois and is not located in a flood plain. Please see the FIRMette located on the following page.

Flood Plain Requirements
ATTACHMENT – 5

SECTION XI -SPECIAL FLOOD HAZARD AREA AND 500-YEAR FLOODPLAIN DETERMINATION FORM

In accordance with Executive Order 2006-5 (EO 5), the Health Facilities & Services Review Board (HFSRB) must determine if the site of the CRITICAL FACILITY, as defined in EO 5, is located in a mapped floodplain (Special Flood Hazard Area) or a 500-year floodplain. All state agencies are required to ensure that before a permit, grant or a development is planned or promoted, the proposed project meets the requirements of the Executive Order, including compliance with the National Flood Insurance Program (NFIP) and state floodplain regulation.

1. Applicant: Fresenius Medical Care Normal, LLC d/b/a Fresenius Medical Care McLean County, 920 Winter St.
(Name) (Address)

Waltham MA 02451
(City) (State) (ZIP Code) (Telephone Number)

2. Project Location: 2205 E. Empire Road Bloomington IL
(Address) (City) (State)

McLean County
(County) (Township) (Section)

3. You can create a small map of your site showing the FEMA floodplain mapping using the FEMA Map Service Center website (https://msc.fema.gov/portal/home) by entering the address for the property in the Search bar. If a map, like that shown on page 2 is shown, select the ***Go To NFHL Viewer*** tab above the map. You can print a copy of the floodplain map by selecting the  icon in the top corner of the page. Select the pin tool icon  and place a pin on your site. Print a FIRMETTE size image.

   If there is no digital floodplain map available select the **View/Print FIRM** icon above the aerial photo. You will then need to use the Zoom tools provided to locate the property on the map and use the **Make a FIRMette** tool to create a pdf of the floodplain map.

IS THE PROJECT SITE LOCATED IN A SPECIAL FLOOD HAZARD AREA: Yes___ No_X__

IS THE PROJECT SITE LOCATED IN THE 500-YEAR FLOOD PLAIN? NO

If you are unable to determine if the site is in the mapped floodplain or 500-year floodplain, contact the county or the local community building or planning department for assistance.
If the determination is being made by a local official, please complete the following:

FIRM Panel Number:_____ Effective Date:_____

Name of Official:_____ Title: _____

Business/Agency:_____ Address:_____

_____
(City) (State) (ZIP Code) (Telephone Number)

Signature:_____ Date: _____

NOTE: This finding only means that the property in question is or is not in a Special Flood Hazard Area or a 500-year floodplain as designated on the map noted above. It does not constitute a guarantee that the property will or will not be flooded or be subject to local drainage problems.

If you need additional help, contact the Illinois Statewide Floodplain Program at 217/782-4428

Historic Resources Preservation Act Requirements

A request for a historical determination (below) was submitted to the IHPA. The determination will be forwarded to IHFSRB when it is received, which is expected to be within 30-60 days.

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

December 1, 2021

Carol Wallace
Illinois Historic Preservation Agency
1 Old State Capitol Plaza
Springfield, Illinois 62701

Dear Ms. Wallace:

Fresenius Medical Care is seeking a Certificate of Need permit to relocate the 20-station McLean County dialysis facility, currently located at OSF St. Joseph Medical Center, 1505 Eastland Medical Plaza, Bloomington. The proposed relocation site is an existing building, built in 1987, at 2205 E. Empire Street, also in Bloomington. The relocated Fresenius Kidney Care McLean County will be in leased space occupying units B & D in a multi-tenant office building. Fresenius will build out the interior of the space.

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

Attached you will find the following:

- Aerial Map and Street View image of the current location at 1505 Eastland Medical Plaza, Bloomington.
- Aerial Map and Street View image of the relocation site at 2205 E. Empire Street, Bloomington.

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

Sincerely,

Lori Wright

Lori Wright
Senior CON Specialist
Phone 630-960-6807
Email lori.wright@fmc-na.com

Project Costs and Sources of Funds

SUMMARY OF PROJECT COSTS

Modernization	
General Conditions	148,180
Temp Facilities, Controls, Cleaning, Waste Management	7,400
Concrete	38,000
Masonry	45,000
Metal Fabrications	22,200
Carpentry	260,500
Thermal, Moisture & Fire Protection	52,800
Doors, Frames, Hardware, Glass & Glazing	203,000
Walls, Ceilings, Floors, Painting	479,000
Specialities	37,000
Casework, Fl Mats & Window Treatments	17,800
Piping, Sanitary Waste, HVAC, Ductwork, Roof Penetrations	948,000
Wiring, Fire Alarm System, Lighting	571,300
Miscelleanous Construction Costs	133,100
Total	**$2,963,280**

Contingencies	**$246,940**

Architecture/Engineering Fees	**$200,000**

Moveable or Other Equipment	
Dialysis Chairs	65,000
Clinical Furniture & Equipment	35,000
Office Equipment & Other Furniture	55,000
Water Treatment	230,000
TVs & Accessories	104,000
Telephones	35,000
Generator	135,000
Facility Automation	30,000
Other miscellaneous	20,000
Total	**$709,000**

Fair Market Value of Leased Space and Equipment	
FMV Leased Space (GSF 12,347 Cost of 10-year lease)	2,262,588
FMV Leased Dialysis Machines	400,600
FMV Leased Office Equipment	20,000
	$2,683,188

Grand Total	**$6,802,408**

Project Status and Completion Schedules

Current Fresenius CON Permits and Status

Project Number	Project Name	Project Type	Completion Date	Comment
#18-039	Fresenius Kidney Care Grayslake	Establish Facility	12/31/2022	Shell building complete and interior build-out beginning. Expected to be complete before 12/31/2022.
#19-035	Fresenius Kidney Care Jackson Park	Relocation	12/31/23	Permit renewal and financial commitment extension granted. Project is expected to be complete before 12/31/2023.

Cost Space Requirements

		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	$4,722,109		9,952		9,952		
Total Clinical	**$4,722,109**		**9,952**		**9,952**		
NON REVIEWABLE							
Non-Clinical (Administrative, Mechanical, Staff, Waiting Room, Home Therapies)	$2,080,299		2,395		2,395		
Total Non-clinical	**$2,080,299**		**2,395**		**2,395**		
TOTAL	**$6,802,408**		**12,347**		**12,347**		

Section II, Discontinuation

General Information Requirements

Fresenius Medical Care Normal, LLC proposes to discontinue (essentially relocate) its existing 20-station ESRD facility located at 1505 Eastland Medical Plaza, Bloomington, operating at 70% utilization with 84 patients as of December 31, 2021. (The facility has averaged 72% utilization over the past two years, however the utilization during this time has been unpredictable due to the COVID-19 pandemic. Over 30 patients transferred to our East Peoria facility, providing COVID-19 isolation treatment, due to the potential of having the virus or being COVID-19 positive.) A replacement facility with 25 stations, of which 4 will be Transitional Care Unit Stations (TCU), will be established at 2205 E. Empire Road, Bloomington. The remaining new station will be used for isolation treatments. It is anticipated that all current patients of the existing McLean County facility will choose to treat at the relocated McLean County facility. There are no other services that will be discontinued; however, the new location will include a home dialysis program.

A discontinuation application has been submitted concurrently with this application for relocation. The discontinuation of the current facility site is expected to occur simultaneously with the opening of the new facility, on or before December 31, 2023. There will be no break in service to the patients involved. The evacuated leased space will be released back to the landlord. Current facility equipment will be disposed of properly and newly acquired for the relocated McLean County facility. All medical records will be transferred to the new site.

All facility questionnaires and/or any data required by HFSRB or DPH will be provided on a continuous basis as this is merely a relocation of an existing facility.

Reasons for Discontinuation

The McLean County facility has been at its current location for 16 years and the lease is due to expire May 31, 2022. Due to the cramped space and accessibility issues, it is not feasible to renew the lease. There is only 5,356 gross square feet and 20 stations. Following CON space guidelines for ESRD this is approximately half of the allowable 470 gross square feet per station. This equates to a crowded treatment floor, inadequate storage areas as well as cramped office space. There are only 4 designated dialysis parking spaces for the 80 plus patients and the physical plant space has suffered from insufficient upkeep.

Impact on Access

The relocation of the McLean County facility to an alternate site, 1.65 miles away, will not have any impact on area ESRD providers. The relocated facility will serve its current patient population, identified area pre-ESRD patients of Renal Care Associates, and patients of any other area physicians. No patients have indicted they wish to transfer from any other facility. Fresenius McLean County and Fresenius Normal are the only ESRD in-center hemodialysis facilities serving the Bloomington/Normal market.

A request for an impact statement was not required since the only other facility within the 19-mile GSA is a Fresenius clinic, Fresenius Medical Care Normal.

FRESENIUS KIDNEY CARE

IMPACT ON ACCESS STATEMENT PER PART 1110.130

The proposed discontinuation (relocation) of the Fresenius Medical Care's McLean County 20-station end stage renal disease (ESRD) facility will not have an adverse effect upon access to care for the residents of the healthcare market area in which it is situated. Along with this discontinuation, a replacement 25-station ESRD facility will be established at 2205 E. Empire Road, Bloomington. The McLean County facility is simply being relocated 1.65 miles away. All patients are expected to transfer to the replacement facility. There will be no break in service to patients.

There will be no adverse impact to any facilities within the 19-mile travel distance radius as this is a relocation only with existing patients and identified pre-ESRD patients who would be referred to the facility regardless. Also, the only other facility within the radius is a Fresenius facility.

Signature

Scott Timmerman
Printed Name

Regional Vice President
Title

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 18th DAY
OF January, 2022.

NOTARY PUBLIC

Seal

CHRISTINE F JACOB
Notary Public, Notary Seal
State of Missouri
St Charles County
Commission # 03498031
My Commission Expires 03-29-2022

Impact Statement
ATTACHMENT - 10

FRESENIUS KIDNEY CARE

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

Criterion 111.230(a), Project Purpose, Background and Alternatives

Background

Fresenius Kidney Care, a division of Fresenius Medical Care North America (FMCNA), provides dialysis treatment and services to more than 205,000 people with kidney disease at more than 2,600 facilities nationwide. Fresenius Kidney Care patients have access to FMCNA's integrated network of kidney care services ranging from vascular care to pharmacy and lab services. From evolving home dialysis and programs for improving patient care to providing world-class research and data-driven insights, our vertically integrated network tirelessly seeks new ways to improve the quality of our patients' lives.

Our more than 67,000 employees, physicians, and caregivers across North America are connected through one unifying purpose: the patients who entrust us with their care. We believe treatment goes beyond providing the best care–it is about caring for the whole person. We are committed to enhancing the lives of people living with chronic kidney disease, their care partners, and their families, investing in ways to further advance care and give every patient more control of their treatment.

Bringing our Mission to Life

At Fresenius Kidney Care, we understand that helping people with end stage renal disease (ESRD) live fuller, more active lives is about much more than providing them with the best dialysis care. Using our extensive network of resources, we also provide educational support for people with chronic kidney disease (CKD), including routine classes for people with later stage CKD. Our robust education programs are designed to improve patient outcomes and improve the quality of life for every patient.

- ***KidneyCare:365.*** Our free, expert led KidneyCare:365 class is designed to help empower people to learn more about kidney disease, so they can feel more in charge of their health. Offered online or in-person, the class covers how kidneys work, kidney-friendly eating, resources available for support, and treatment options.

- ***Navigating Dialysis Program.*** A patient educational program focusing on days 1-90 in the patient journey. During the first three months, patients are introduced to the core topics essential to starting dialysis, supported by several touchpoints delivered by members of the care team.

- ***Catheter Reduction Program.*** A 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). Starting dialysis with or converting patients to an AVF can significantly lower serious complications, hospitalizations, and mortality rates.

Value Based Care Model

For more than a decade, FMCNA has been dedicated to optimizing both the quality and efficiency of value-based care.

- ***Interwell Health.*** In 2019, a group of over 650 nephrology practices joined with FMCNA to form Interwell Health, a population health management company focused on supporting the renal patient population across the full continuum of care. Interwell Health aims to advance value based contracting models for renal providers, payors, and patients by driving better clinical outcomes at lower costs.

- ***Fresenius Health Partners.*** Fresenius Health Partners (FHP), the industry leader in coordinated renal care, works with health professionals, physician practices, and payor programs to streamline care for those living with renal disease. Our coordinated support consists of specially trained care team members, 24/7 patient support, and connected health technologies to bring comprehensive care to patients and achieve better health outcomes while reducing the overall cost of care.

- ***CareTeam365.*** CareTeam365 is a dedicated team of nurses and care coordinators, that provides both remote telephonic and in-market face-to-face interactions with patients, families, and caregivers to address the medical, psychosocial, and logistical challenges faced by the CKD/ESRD patients enrolled in our value-based care programs. Working as part of the integrated care team, CareTeam365 helps remove barriers to patient care by providing patients with support around transportation, referrals and appointments, palliative care, and behavioral health. Patients also have 24/7 access to the CareTeam365 to answer their questions and get the help they need.

Overview of Services

Transitional Care Unit (TCU). TCUs offer patients newly diagnosed with kidney failure an opportunity to receive treatments with both in-center and home hemodialysis machines, as well as familiarize themselves with peritoneal equipment and supplies. TCUs offer a supportive way to begin dialysis by providing patients with both the education and time to choose a therapy best suited for them.

	***Treatment Settings and Options*** • In-center hemodialysis • Home hemodialysis • Home peritoneal dialysis
	***Patient Support Services*** • KidneyCare:365 • Nutritional counseling • Social work services • Home training program • Patient travel services • Patient education classes
	***Counseling and Guidance for Non-Dialysis Options*** • Kidney transplant • Supportive care

Our Local Commitment

Fresenius Kidney Care is a major supporter of the National Kidney Foundation of Illinois (NKFI). 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. With local fundraising efforts on hold due to COVID-19, Fresenius Kidney Care donated $40,000 to the NKFI in 2020.

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	14-2839	6525 W. Main Street	Belleville	62223
Berwyn	14-2533	2601 S. Harlem Avenue, 1st Fl.	Berwyn	60402
Beverly Ridge	14-2827	9924 S. Vincennes	Chicago	60643
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	8710 S.. Holland Road	Chicago	60620
Chicago Dialysis	14-2506	1806 W. Hubbard Street	Chicago	60622
Chicago Heights	14-2832	15 E. Independence Drive	Chicago Heights	60411
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	4815 Midlothian Turnpike	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	14-2837	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	14-2823	8901 S. Kedzie Avenue	Evergreen Park	60805
Galesburg	14-8628	725 N. Seminary	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
Grayslake	-	1837 Victor Drive	Grayslake	60030
Greenwood	14-2601	1111 East 87th St., Ste. 700	Chicago	60619
Gurnee	14-2549	50 Tower Court, Suite B	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	14-2821	3520 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	210 E. Calhoun	Macomb	61455
Madison County	14-2870	1946 Grand Ave.	Granite City	62040
Marquette Park	14-2566	6535 S. Western Avenue	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	6 N. 9th Avenue	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	14-2843	1710 W. Golf Road	Mount Prospect	60056

Clinic	Provider #	Address	City	Zip
Mundelein	14-2731	1400 Townline Road	Mundelein	60060
Naperbrook	14-2765	2451 S Washington	Naperville	60565
Naperville North	14-2678	516 W. 5th Ave.	Naperville	60563
New City	14-2815	4616 S. Bishop Street	Chicago	60609
New Lenox	14-2868	662 Cedar Crossing Drive	New Lenox	60451
Niles	14-2559	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
Northwestern University	14-2597	710 N. Fairbanks Court	Chicago	60611
NxStage Oak Brook	14-2779	1600 16th Street	Oak Brook	60513
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	946 W 63rd 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	9332 Skokie Blvd.	Skokie	60077
South Chicago	14-2519	9200 S. Chicago Ave.	Chicago	60617
South Elgin	14-2856	770 N. McLean Blvd.	South Elgin	60177
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
Springfield East	14-2853	140 S. Martin Luther King Drive	Springfield	62703
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	7320 Archer Avenue	Summit	60501
Uptown	14-2692	4720 N. Marine Dr.	Chicago	60640
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
Woodridge	14-2845	7550 Janes Avenue	Woodridge	60517
Zion	14-2841	1920 N. Sheridan Road	Zion	60099

Certification & Authorization

Fresenius Medical Care Normal, 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 Normal, 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 regard 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:_____
Scott Hmmerman

ITS: Regional Vice President

Notarization:
Subscribed and sworn to before me
this 3rd day of Jan, 2022

Christine F Jacob
Signature of Notary

Seal

CHRISTINE F JACOB
Notary Public, Notary Seal
State of Missouri
St Charles County
Commission # 03498031
My Commission Expires 03-29-2022

By:_____
Chad Parkinson

ITS: Director of Operations

Notarization:
Subscribed and sworn to before me
this_____ day of _____, 20__

_____
Signature of Notary

Seal

Certification & Authorization

Fresenius Medical Care Normal, 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 Normal, 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 regard 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:_____
Scott Timmerman

ITS: Regional Vice President

Notarization:
Subscribed and sworn to before me
this_____ day of _____, 202__

_____
Signature of Notary

Seal

By:_____
Chad Parkinson

ITS: Director of Operations

Notarization:
Subscribed and sworn to before me
this 5th day of Jan, 2022

_____
Signature of Notary

Seal

CHRISTINE F JACOB
Notary Public, Notary Seal
State of Missouri
St Charles County
Commission # 03498031
My Commission Expires 03-29-2022

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 regard 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: Assistant Treasurer

Notarization:

Subscribed and sworn to before me this 7th day of January 2022

Signature of Notary

Seal

By: _____

ITS: Assistant Secretary

Notarization:

Subscribed and sworn to before me this _____ day of _____, 202__

Signature of Notary

Seal

ELIZABETH D. SCULLY
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires On
October 14, 202

Criterion 1110.230 – Purpose of Project

1. After 16 years at its current site, Fresenius Medical Care Normal, LLC proposes to relocate the existing McLean County ESRD facility from 1505 Eastland Medical Plaza, Bloomington to 2205 E. Empire Road, Bloomington. The relocation will maintain dialysis services to area patients while providing improved parking, easier access to the clinic, and a more adequately sized facility. The addition of the 5 stations will bring isolation services as well as transitional care (TCU) stations, offering patients 4-5 times-a-week treatment for their first 30 days of dialysis, to the Bloomington/Normal market, where there is currently no transitional care offered.

   During the 30-day period patients receive individualized education to assist in adjusting to dialysis and choosing a modality. Patient education includes peritoneal dialysis, home hemodialysis, in-center hemodialysis, and transplant. Patients can also try a variety of at-home hemodialysis machines. The TCU stations give patients a "soft landing" into dialysis where they can experience 4-5 times-a-week treatments while receiving in-depth education. Current in-center hemodialysis patients who are interested, are offered the opportunity to dialyze in a TCU station for a limited time to experience more frequent dialysis.

2. The facility's current location and the relocation site are both in Bloomington and in HSA 4. The facility currently serves 84 ESRD patients.

3. The McLean County facility has been at its current location for 16 years and the lease is due to expire May 31, 2022. Due to cramped space and accessibility issues, it is not feasible to renew the lease. There is only 5,356 gross square feet and 20 stations. Following CON space guidelines for ESRD this is approximately half of the allowable 470 gross square feet per station. This equates to a crowded treatment floor, inadequate storage areas and cramped office space. There are only 4 designated dialysis parking spaces for the 80 plus patients and the physical plant space has suffered from insufficient upkeep.

4. Patient utilization data was received from the Health Facilities and Services Review Board quarterly utilization report. Census data was taken from the U.S. Census Bureau.

   Relocating the 20-station McLean County facility, to a more spacious location, while remaining in Bloomington will provide adequate room for storage, treatment floor and office space. It will also add enough parking spaces to accommodate patients and staff while providing easier access. The relocation will also include the addition of 5 new stations. Four of these will be used as TCU stations providing new patients with 4-5 times-a-week treatments for 30 days while receiving in-depth education on all dialysis modalities. Current in-center hemodialysis patients who are interested, are offered the opportunity to dialyze in a TCU station for a limited time to experience more frequent dialysis. The new site will also include home dialysis training rooms to allow a smooth transition to home dialysis with the same staff. Current data indicated that patients who are on home dialysis generally have improved outcomes, more energy, fewer diet restrictions, and lower mortality rates. There will be no interruption in service to the current patients of the McLean County clinic since the relocation of the facility will occur on a Sunday when there are no patient treatments scheduled.

5. The goal of Fresenius is to keep dialysis access available to the Bloomington ESRD patient population and to introduce TCU services to this market. 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. It is expected that this facility would continue to have similar quality outcomes after the relocation/expansion. The McLean County facility patients have the quality values below:
   - 92% of patients had a URR $\geq$ 65%
   - 94% of patients had a Kt/V $\geq$ 1.2

Alternatives

1) All Alternatives

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

Doing nothing will simply maintain the status quo, which is not optimal for a medical facility treating ESRD patients. It would also prohibit the facility from offering isolation services and transitional care. Doing nothing will simply allow the access, space, and upkeep issues to continue, placing added stress on patients and staff. There is no cost to this alternative.

The McLean County facility has been at its current location for 16 years and the lease is due to expire May 31, 2022. Due to the cramped space and accessibility issues, it is not feasible to renew the lease. There is only 5,356 gross square feet and 20 stations. Following CON space guidelines for ESRD this is approximately half of the allowable 470 gross square feet per station. This equates to a crowded treatment floor, inadequate storage areas as well as cramped office space. There are only 4 designated dialysis parking spaces for the 80 plus patients and the physical plant space has suffered from insufficient upkeep. There is no cost to this alternative.

B. Pursuing a joint venture or similar arrangement

This facility is currently a joint venture.

C. Utilizing other health care resources

The only other dialysis facility in the Bloomington/Normal market is Fresenius Normal. This facility only has 12 stations, one of which is for isolation, and there is no room to add TCU stations. Utilizing this facility will not solve the access, space, and upkeep problems at McLean County. There is no cost to this alternative except to the patients and staff who have inadequate access and space.

- The most reasonable alternative to address the issues experienced at the McLean County facility is to relocate to a larger space, improve access and offer isolation and TCU services. The cost of this project is $6,802,408.

2) Comparison of Alternatives

	Total Cost	Patient Access	Quality	Financial
Do Nothing	$0	This alternative would allow continued access issues, inadequate parking, and cramped conditions.	Facility Clinical Quality would remain the same.	There would be no cost except to the patients and staff experiencing current inadequate conditions.
Joint Venture	$6,802,408	The facility is currently a joint venture.		
Utilize Area Providers	$0	Fresenius Normal is the only other facility in this market. It is only 12 stations, and one is an isolation station. Utilizing other clinics will not address the issues at McLean County nor will it allow additional isolation services and TCU services.	Quality at the Fresenius McLean County clinic would remain the same.	There is no financial cost to Fresenius Kidney Care. If patients must travel further to another clinic, they may incur higher transportation costs and loss of access to current transportation methods.
Relocate the 20-station Fresenius McLean County ESRD facility and add 5 stations. One station will be an isolation station and 4 will offer TCU services.	$6,802,408	Access to dialysis services in Bloomington will be maintained for years to come in an easily accessible structure. Additional space will improve storage, treatment floor and office spaces. Additional services will be offered to the patients with isolation and TCU stations and the addition of home therapies.	It is reasonably anticipated that clinic quality would remain above standards and that patient satisfaction will improve with a more spacious and accessible building to dialyze in. Patients will also be introduced to TCU, which will provide a 4-5 times-a-week treatment schedule while receiving in-depth modality education.	The cost is to Fresenius only whose desire is to invest in this market to provide ongoing access, improved physical conditions and innovative treatment choices.

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

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

- 92% of patients had a URR $\geq$ 65%
- 94% of patients had a Kt/V $\geq$ 1.2

and the same is expected after relocation.

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	9,952 (25 Stations)	11,250 – 16,250 BGSF	None	Yes
Non-clinical	2,395	N/A	N/A	N/A

As seen in the chart above, the State Standard for ESRD is between 450 - 650 BGSF per station or 11,250 – 16,250 BGSF. The proposed 9,952 BGSF does not exceed this standard.

Criterion 1110.234, Project Services Utilization

Projected Utilization based on 6 shifts					
	DEPT/SERVICE	**CURRENT UTILIZATION**	**PROJECTED UTILIZATION**	**STATE STANDARD**	**MET STANDARD?**
Current Utilization	IN-CENTER HEMODIALYSIS	70%		80%	No
YEAR 1	IN-CENTER HEMODIALYSIS		65%	80%	No
YEAR 2	IN-CENTER HEMODIALYSIS		76%	80%	No

Since this facility is not operating 6 traditional 3 times-per-week treatment shifts, it may not reach target utilization calculated on 6 shifts.

- 20 stations will run on the traditional 3 times-a-week, 6-shift treatment schedule.
- 1 station will be designated for isolating Hepatitis B positive patients, which generally will never run a full 6 shift schedule due to a small number of patients requiring isolation services.
- The remaining 4 stations will be TCU stations, offering more frequent dialysis 4-5 times-a-week. These 4 stations can only provide services for 8 patients at a time on two treatment shifts.

Projected Utilization based on actual clinic operations with 20 traditional in-center/6 shifts, 4 TCU/2 shifts & 1 isolation station.					
	DEPT/SERVICE	**CURRENT UTILIZATION**	**PROJ. UTIL.**	**STATE STANDARD**	**MET STANDARD?**
Current Utilization	20 stations/6 shifts	70% Util.		80%	No
<u>Year One</u>	20 stations/6 shifts 4 TCU/2shifts 1 Iso/6 shifts		76%	80%	No
<u>Year Two</u>	20 stations/6 shifts 4 TCU/2shifts 1 Iso/6 shifts		86%	80%	Yes
Based on facility operations, it is anticipated that the clinic will be at 86% utilization 2 years after the relocation and addition of 5 more stations.					

Renal Care Associates, SC, (RCA) have identified 62 pre-ESRD patients, who reside in the Bloomington area, they anticipate will initiate dialysis treatment in the first two years after the relocation of the McLean County facility. This could reasonably cause the facility's utilization to reach the State target of 80% if the facility ran all 25 stations on a 6-shift schedule. However, the facility will not operate on a 6-shift schedule only and may not reach the State target of 80% based on a 6-shift schedule.

The facility will be operating 20 stations on a 6-shift schedule, 4 stations on a 2-shift schedule and 1 station for isolation services only. Based on these facilities operating schedules, the facility is anticipated to reach and maintain the State target of 80%.

All calculations include consideration of yearly patient attrition and a conservative number of patients who will choose home dialysis.

ZIP Code	Patients
61701	16
61704	11
61705	4
61722	4
61725	1
61726	1
61732	1
61738	3
61742	2
61745	1
61748	1
61752	2
61755	1
61761	13
61776	1
Total	**62**

Fresenius McLean County has operated at an average of 72% utilization over the past two years however, the utilization during this time has been unpredictable due to the ongoing COVID-19 pandemic. Over 30 patients have transferred to our East Peoria facility where COVID-19 isolation services are offered.

SECTION V. SERVICE SPECIFIC REVIEW CRITERIA

F. Criterion 1110.230 - In-Center Hemodialysis

Planning Area Need – Formula Need Calculation:

The proposed relocation site for the Fresenius Medical Care McLean County dialysis facility is in Bloomington in HSA 4. HSA 4 is comprised McLean, Champaign, Clark, Coles, Cumberland, DeWitt, Douglas, Edgar, Ford, Iroquois, Livingston, Macon, Moultrie, Pratt, Shelby, and Vermillion Counties. According to the December 2021 Inventory Update there is a need for an additional 5 stations in this HSA. The applicant is relocating the current 20 stations and asking for an additional 5 stations, 4 of which will be used as Transitional Care Unit (TCU) stations and the remaining 1 will offer isolation services.

Planning Area Need – Service To Planning Area Residents:

A. The primary purpose of this project is to maintain in-center hemodialysis services for the residents of the Bloomington area of HSA 4. 98% of the pre-ESRD patients and 95% of the current patients reside in HSA 4.

County	HSA	Pre-ESRD Patients expected to be referred to Fresenius Medical Care McLean County
McLean County	4	59 = 95%
Tazewell County Woodford County	2	3 = 5%

County	HSA	Current Patients of Fresenius Medical Care McLean County
McLean County Dewitt County	4	82 = 98%
Woodford County Tazewell County	2	2 = 2%

PRE-ESRD Patients

ZIP Code	Patients
61701	16
61704	11
61705	4
61722	4
61725	1
61726	1
61732	1
61738	3
61742	2
61745	1
61748	1
61752	2
61755	1
61761	13
61776	1
Total	**62**

Current McLean County Patients

Zip Code	Patients
61701	35
61704	12
61705	6
61761	13
61721	1
61727	3
61728	1
61732	1
61736	1
61738	1
61744	1
61745	1
61748	1
61752	4
61754	2
61772	1
Total	**84**

Service Demand – Establish (relocate)/Expansion of In-center Hemodialysis Service

A. Historical Service Demand

i) Fresenius Medical Care McLean County was operating at 70% with 84 patients, as of December 31, 2021. The average utilization over the past two years has been 72%. Adding 5 stations is not expected to lower the utilization. One station will be a designated isolation station. The remaining 4 stations will be Transitional Care Unit (TCU) stations which will operate on a 4-5 times per week schedule resulting in a lower utilization if calculated on traditional six shifts.

The TCU is a certified station within the in-center facility where treatments are performed that offers a gentler, more frequent dialysis 4 or 5 days a week instead of 3. During the first 30 days the TCU patient receives individualized education:

- Modality education (transplant, home hemodialysis, peritoneal dialysis, and in-center hemodialysis) and helps the patient adjust to life on dialysis
- Patients can try a variety of at-home hemodialysis machines per physician orders
- Patients have the opportunity to experience more frequent dialysis (4 or 5 times per week instead of the conventional 3 times per week) per physician orders
- A full care team support is provided to meet individual patient needs
    - In-center staff
    - Physician Champion – (not a Fresenius employee) A physician more experienced and passionate about home therapies to help spread the home therapies message and provide guidance to other physicians
    - Dietitian
    - Social Worker
    - Insurance Coordinator - works with patients to ensure each patient has some type of coverage
    - Technical Staff
    - Kidney Care Advocate – Fresenius staff member who educates pre-ESRD patients, ESRD patients, and staff on treatment modalities and works with physicians to provide clinic options
    - Home Therapy Staff

All new ESRD patients at Fresenius facilities receive individualized support and education in their first 30 days of dialysis, however with the TCU the education is more intensive and spread out in stages over the first weeks of treatment. At the end of thirty days the patients have had the opportunity to experience more frequent dialysis, which may lead to an individual being mentally and emotionally empowered to make informed decisions regarding their treatment options. The desired result is that patients will make informed decisions and with their physicians consent more would choose home dialysis as their treatment modality..

Current data indicates that patients who are on home dialysis generally have improved outcomes, more energy, fewer diet restrictions and lower mortality rates.

Fresenius' goal is not just to encourage new-start dialysis patients to consider all modalities, but also current in-center patients, who may not have had the option of a TCU when they began treatment. The conventional 3 times-a-week in-center patients are on the same treatment floor as the TCU patients and therefore gain exposure to the TCU patient's experience. Because of this, Fresenius offers a program at several clinics called "Experience the Difference".

Experience the Difference places the 3 times-a-week in-center patient, with physician approval, in the TCU station for a limited time and provides the gentler 4 or 5 times-a-week dialysis. Through this program, the patient experiences more frequent dialysis, all while learning more about all modality options.

To provide the Bloomington/Normal area patients the opportunity to experience TCU services, which can lead to a better education, better choices and quality of life, additional stations are needed.

See attached physician support/referral letter on following page.

Illinois
Kidney Disease &
Hypertension Center

RenalCare
Associates, S.C.

Nephrology Associates
Rajesh Alla, M.D.
Suresh Alla, M.D.
Alexander J. Alonso, M.D.
Ravinder Pal Bhatti, M.D.
Robert Bruha, M.D.
Sudha Cherukuri, M.D.
Travis Figanbaum, M.D.
Anthony R. Horinek, M.D.
David E. Houser, M.D.
Syed F. Imam, M.D.
Raji Jacob, M.D.
Gordon W. James, M.D.
Amit B. Jamnadas, M.D.
Usman Khan, M.D.
Muhammad Khattak, M.D.
Christopher K. Johnson, M.D.
Timothy A. Pflederer, M.D.
David C. Rosborough, M.D.
Samer B. Sader, M.D.
Kumarpal C. Shrishrimal, M.D.
Robert T. Sparrow, M.D., FASH
Parthasarathy Srinivasan, M.D.

Surgery Associates
Manish Gupta, M.D.
Timothy P. O'Connor, M.D., F.A.C.S.

Physician Assistants
Holly R. Walker, P.A.-C.

Nurse Practitioners
Judith Dansizen, APN
Michelle Dehne, APN
Dana Gibson, APN
Emily Long, APN
Tonya K. McDougall, F.N.P.
Amanda Matthews, APN
Nathan Mills, APN
Tonya Moore, APN
Tiara Mullen, APN
Krystine Ryan, APN
Jill C. Oberle, A.N.P.
DaNae Smith, APN

Executive Director
Beth A. Shaw, MBA

Director of Operations
Annette Wounded-Arrow,
MSN, RN, CEN, CNE

Main Offices
Peoria
420 N.E. Glen Oak Avenue, Suite 401
(309) 676-8123
•
Bloomington
1404 Eastland Drive, Suite 103
(309) 663-4766
•
Galesburg
765 N. Kellogg, Suite 203
(309) 343-4114
•
Moline
400 John Deere Rd., Bldg. 2
(309) 517-3036
•
Ottawa
1050 E. Norris Dr., Suite 2C
(815) 431-0785

January 12, 2022

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 Timothy Pflederer, M.D. and I am the President of Renal Care Associates (RCA) serving central Illinois. My associate, Robert Bruha, M.D., is the Medical Director of Fresenius Medical Care McLean County dialysis center in Bloomington. I am writing to support the relocation of this facility to a more accessible and spacious location. Along with the relocation, I enthusiastically support the addition of five stations. One will be an isolation station. The remaining four will be utilized as Transitional Care Unit (TCU) stations to provide new ESRD patients 4-5 times a week treatment for their first 30 days of dialysis, while being educated on all modalities offered.

Renal Care Associates referred 35 new patients for hemodialysis services in the Bloomington area between November 2020 and October 2021, to Fresenius Normal and Fresenius McLean County. In the Bloomington/Normal market we were treating 134 hemodialysis patients at the end of 2018, 147 at the end of 2019, 136 at the end of 2020 and as of September 30, 2021, we were treating 133. We have over 1,100 chronic kidney disease (CKD) patients in our practice in various stages of kidney failure, who reside in this market. 30 of these patients are expected to begin dialysis at McLean County prior to the relocation. Of the remaining, there are approximately 62 patients that I expect will require dialysis treatment at the relocated McLean County facility in the first two years after relocating.

Illinois Kidney Disease & Hypertension Center

RenalCare Associates, S.C.

Nephrology Associates
Rajesh Alla, M.D.
Suresh Alla, M.D.
Alexander J. Alonso, M.D.
Ravinder Pal Bhatti, M.D.
Robert Bruha, M.D.
Sudha Cherukuri, M.D.
Travis Figanbaum, M.D.
Anthony R. Horinek, M.D.
David E. Houser, M.D.
Syed F. Imam, M.D.
Raji Jacob, M.D.
Gordon W. James, M.D.
Amit B. Jamnadas, M.D.
Usman Khan, M.D.
Muhammad Khattak, M.D.
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Nathan Mills, APN
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Tiara Mullen, APN
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Main Offices
Peoria
420 N.E. Glen Oak Avenue, Suite 401
(309) 676-8123

Bloomington
1404 Eastland Drive, Suite 103
(309) 663-4766

Galesburg
765 N. Kellogg, Suite 203
(309) 343-4114

Moline
400 John Deere Rd., Bldg. 2
(309) 517-3036

Ottawa
1050 E. Norris Dr., Suite 2C
(815) 431-0785

RCA nephrologists strongly encourage patients to explore other treatment choices such as transplantation and home dialysis and for this reason I am anxiously awaiting the addition of the 4 TCU stations. By beginning dialysis on these stations patients will experience a gentler 4-5 times per week treatment while gaining in-depth education on all modalities. After 30 days in the TCU station the patient has had time to make a well-informed decision on which modality (in-center, home dialysis, transplant) they wish to continue with. In other Fresenius clinics where TCU is currently offered it has been found to be instrumental in transitioning patients to home dialysis. We currently have 55 patients dialyzing at home in the Bloomington/Normal area.

I respectfully ask the Board to approve our request to relocate and expand the McLean County facility to provide improved access for current and future patients and to bring TCU services to the Bloomington/Normal Market as well. Thank you for your consideration.

Sincerely,

Timothy Pflederer, M.D.

Notarization:
Subscribed and sworn to before me this 13th day of January 2022

Stephanie R. Eyman
Signature of Notary
(seal)

OFFICIAL SEAL
Stephanie R Eyman
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires March 8, 2023

HISTORIC HEMODIALYSIS PATIENTS

RCA Patients in the Bloomington/Normal Healthcare Market					
Facility	**Zip Code**	**Dec-18**	**Dec-19**	**Dec-20**	**Sep-21**
McLean County	60936			1	
McLean County	61525			1	
McLean County	61561			1	
McLean County	61701	38	36	40	34
McLean County	61704	17	19	14	15
McLean County	61705	1	1		3
McLean County	61721			1	1
McLean County	61726	1			
McLean County	61727	7	8	3	3
McLean County	61730	1	1	1	1
McLean County	61731	1	1	1	1
McLean County	61732				1
McLean County	61736	2	1	1	1
McLean County	61737				1
McLean County	61738	4	3	2	1
McLean County	61745				1
McLean County	61748	1	2	2	1
McLean County	61752	3	2	3	3
McLean County	61754		1	1	1
McLean County	61761	12	15	14	14
McLean County	61764				1
McLean County	61770				1
McLean County	61771				1
McLean County	61772	1	1	1	1
McLean County	61774	1	1	1	
McLean County	61776	1	1		
McLean County	62522		1		
McLean County	62703		1		
McLean County	63703	1			
McLean County Totals		**92**	**95**	**88**	**86**
Normal	60585	1	1		
Normal	60643	1			1
Normal	61525		1		
Normal	61561	1			
Normal	61603	1	1	1	1
Normal	61701	12	19	13	9
Normal	61702	1	1		
Normal	61704	6	6	4	6
Normal	61705	1	1	2	2
Normal	61727				1
Normal	61728	1	1	1	1
Normal	61730	1	1	1	1
Normal	61737	1			
Normal	61738	1	1		1
Normal	61745	1	1	1	1
Normal	61748		1	1	
Normal	61751	1	1	1	
Normal	61752	1	1	1	1
Normal	61753			1	
Normal	61761	10	15	21	20
Normal	61776	1			1
Normal	61842				1
Normal Totals		**42**	**52**	**48**	**47**
Grand Totals		**134**	**147**	**136**	**133**

NEW HEMODIALYSIS REFERRALS FOR THE TIME PERIOD 11/01/2020 – 10/31/2021

FKC McLean County	
Zip Code	**Patients**
61701	6
61704	5
61705	2
61732	1
61737	1
61738	2
61745	1
61748	1
61752	1
61761	1
61764	1
61770	1
61771	1
Totals	**24**

FKC Normal	
Zip Code	**Patients**
61704	2
61705	1
61725	1
61753	1
61761	5
61842	1
Totals	**11**

PRE-ESRD PATIENTS EXPECTED TO BE REFERRED TO MCLEAN CO. IN THE 1ST TWO YEARS AFTER RELOCATING

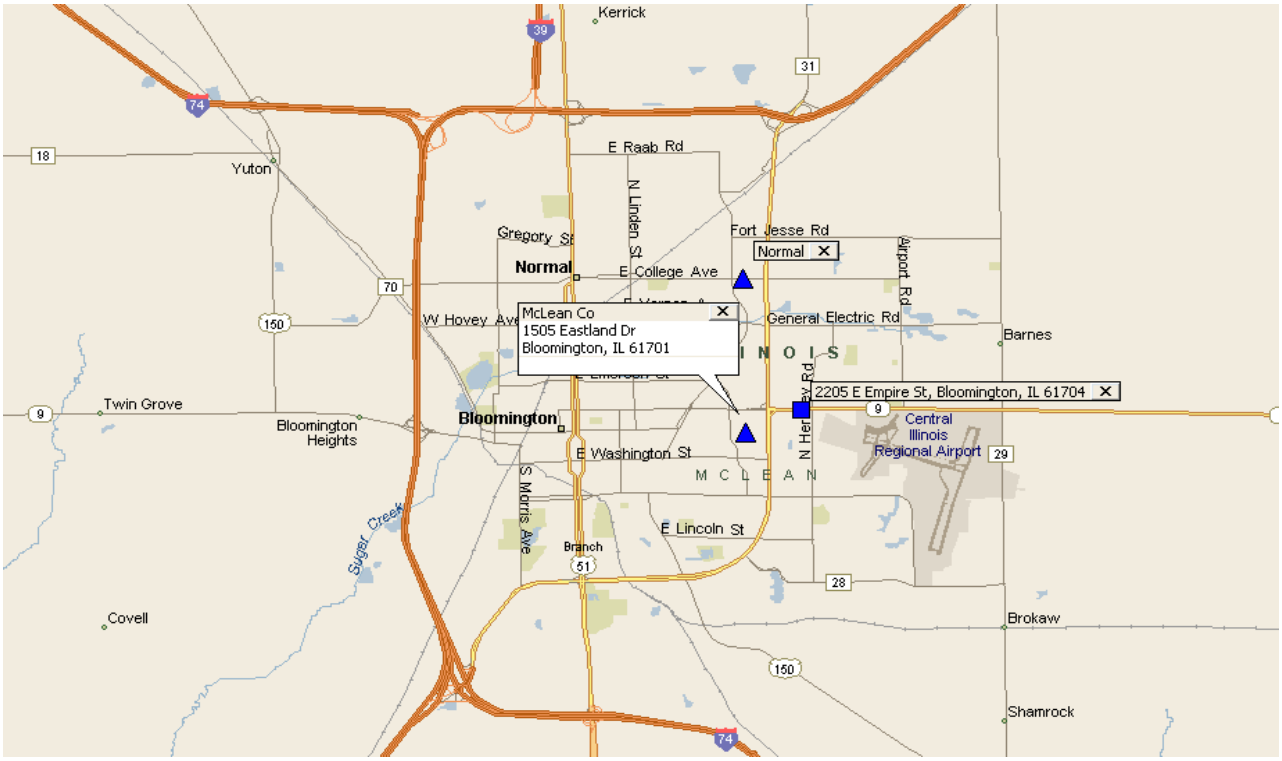
ZIP Code	Patients
61701	16
61704	11
61705	4
61722	4
61725	1
61726	1
61732	1
61738	3
61742	2
61745	1
61748	1
61752	2
61755	1
61761	13
61776	1
Total	**62**

PATIENTS AT FRESENIUS MCLEAN CO. 12/31/2021

Zip Code	Patients
61701	35
61704	12
61705	6
61761	13
61721	1
61727	3
61728	1
61732	1
61736	1
61738	1
61744	1
61745	1
61748	1
61752	4
61754	2
61772	1
Total	**84**

Accessibility – Service Restrictions

The proposed relocated Fresenius Medical Care McLean County dialysis facility will remain in Bloomington, McLean County, and in HSA 4. According to the December 2021 station inventory there is a need for 5 stations in this HSA. However, this project is for a relocation of the 20 station McLean County facility 1.65 miles away and the addition of 5 stations, of which 1 will provide isolation services and the remaining 4 will offer transitional care (TCU) services. This project will not have a negative impact to the station inventory although it will meet the need for additional stations.



A) Dialysis services exist in the Bloomington/Normal healthcare market; however, the 84 patients of Fresenius McLean County have difficulty accessing the clinic along with dialyzing in limited space. The McLean County facility has been at its current location for 16 years and the lease is due to expire May 31, 2022. Due to the cramped space and accessibility issues, it is not feasible to renew the lease. There is only 5,356 gross square feet and 20 stations. Following CON space guidelines for ESRD this is approximately almost half of the minimum standard of 450 gross square feet per station. This equates to a crowded treatment floor, inadequate storage areas as well as cramped office space. There are only 4 designated dialysis parking spaces for the 80 plus patients and the physical plant space has suffered from insufficient upkeep.

While services exist, there is no access to TCU services in this market. Relocating the 20-station McLean County facility, to a more spacious location, while remaining in Bloomington will provide adequate room for storage, a roomier treatment floor and office space. It will also add enough parking spaces to accommodate patients and staff while providing easier access and allow for 5 additional stations.

Four of the 5 new stations will provide access to transitional care for ESRD patients in Bloomington/Normal. TCU provides new patients with 4-5 times-a-week treatments for 30 days while they receive in depth education on all dialysis modalities.

This enables patients time to adjust to dialysis and make well informed decisions on which treatment modality is best for them. TCU has been shown to be instrumental in patients choosing home dialysis modalities at other Fresenius TCU locations. The new site will also include home dialysis training rooms to allow a smooth transition to home dialysis with the same staff. Current data indicates that patients who are on home dialysis generally have improved outcomes, more energy, fewer diet restrictions and lower mortality rates.

Facilities within 19 Miles of Fresenius Medical Care McLean County

Clinic	Address	City	December 31, 2021			Radius/Travel Distance
			Stations	Patients	Utl	
Fresenius McLean County	1505 Eastland Dr	Bloomington	20	84	70%	Fac to be relocated
Fresenius Normal*	1531 E College Avenue	Normal	12	44	61%	1.65 Miles

*This facility operates one designated isolation station. If utilization were based on 11 non-isolation stations it would be at 65% utilization.

The McLean County facility has had an average of 72% utilization over the past two years, however the facility needs to relocate due to current physical plant conditions. As well, there is not room to add the 5 stations needed to provide TCU and isolation services at the current site. Due to its utilization, generally in the low 70% range, current stations cannot be replaced with TCU stations without causing detriment to patient treatment schedules and severely limiting access to dialysis services to future patients.

The applicant is seeking to be able to offer patients who choose to treat at McLean County TCU services that lead to well informed modality decisions, more often leading to home dialysis.

Demographics of Patients Identified for the McLean County Facility

In addition to the 84 patients currently dialyzing at the McLean County facility, Renal Care Associates, SC (RCA) have identified another 62 pre-ESRD patients who live in the vicinity who they anticipate will be referred to the facility in the first two years after the relocation/expansion. This does not account for any additional patients who report to the emergency room in kidney failure, and have not had prior kidney disease management, who require dialysis services.

Current McLean County Facility Patients

Zip Code	Patients
61701	35
61704	12
61705	6
61761	13
61721	1
61727	3
61728	1
61732	1
61736	1
61738	1
61744	1
61745	1
61748	1
61752	4
61754	2
61772	1
Total	**84**

Identified Pre-ESRD Patients

ZIP Code	Patients
61701	16
61704	11
61705	4
61722	4
61725	1
61726	1
61732	1
61738	3
61742	2
61745	1
61748	1
61752	2
61755	1
61761	13
61776	1
Total	**62**

Unnecessary Duplication/Maldistribution

Population and Clinics Within a 19-Mile Distance Radius

Clinic	Address	City	December 31, 2021			Radius/Travel Distance
			Stations	Patients	Utl	
Fresenius McLean County	1505 Eastland Dr	Bloomington	20	84	70%	Fac to be relocated
Fresenius Normal*	1531 E College Avenue	Normal	12	44	61%	1.65 Miles

ZIP Code	Population
61701	35,669
61704	36,612
61705	12,935
61722	525
61725	1,726
61726	2,476
61728	1,365
61729	1,149
61730	513
61732	2,024
61736	1,874
61737	490
61738	4,391
61742	1,263
61744	1,923
61745	4,658
61748	2,652
61752	4,346
61753	3,083
61754	1,016
61755	4,783
61759	1,588
61761	55,152
61771	855
61772	239
61774	979
61776	1,216
61777	780
61778	649
61790	2,233
61842	2,765
Total	**191,929**

1.The ratio of ESRD stations to population in the zip codes within a 19-mile distance radius of Fresenius Medical Care McLean County is 1 station per 5,998 residents according to the 2019 U.S Census Bureau Community Survey. The State ratio is 1 station per 2,638 residents (based on 2020 US Census projections for Illinois (13,129,233 and the December 2021 Board station inventory).

2. The Bloomington/Normal area has more than one and a half times **fewer** stations per resident then the State indicating a need for additional stations. The addition of 5 stations to the McLean County facility will meet this need.

The establishment (relocation) and addition of 5 stations to the Fresenius Medical Care McLean County dialysis facility will not create a maldistribution of services as the station to population ratio indicates need and there is a determined need for 5 stations in HSA 4. Four of the stations will be TCU stations and will not be utilized for traditional 3 times a week dialysis, but instead 4-5 times a week dialysis.

3a. The relocation will not have an adverse effect on the Bloomington/Normal facilities. The only two clinics in the area are Fresenius facilities and the relocation/expansion is being proposed to provide adequate space for the existing patients and staff and easier physical access to dialysis services. The project will also allow area ESRD patients to experience transitional care services for the first 30 days of dialysis that provide a gentler 4-5 times a week treatment schedule, all while receiving in-depth education on all dialysis modalities. This will allow the patient to make a well-informed decision on which modality is right for them. TCU has been shown to be instrumental in patients choosing home dialysis at other Fresenius TCU locations.

All pre-ESRD patients identified that are reasonably expected to choose the McLean County facility are current pre-ESRD patients of RCA. No patients have otherwise indicated that they would choose to transfer from any other area facilities other than from the existing McLean County site to the relocation site.

3b. Not applicable – the applicant is not a hospital; however, the utilization will not be lowered at the only other facility in the market which is a Fresenius Normal. The average utilization of the 2 facilities in this market is 65.5%.

Criterion 1110.1430 (e)(1) – Staffing

2) A. Medical Director

Fresenius Medical Care Normal, LLC is contracted with Renal Care Associates, SC to provide administrative medical director oversight to the clinic through a medical director agreement. Dr. Robert Bruha is currently the designated Medical Director for Fresenius Medical Care McLean County. RCA will remain the contracted entity to provide oversight.

B. All Other Personnel

Upon the discontinuation of the McLean County facility and the establishment/expansion of the replacement facility all staff will transfer to the new location and resume their current position. There will be no break in employment or work schedules as the facility will relocate on a Sunday when there are no patient treatments scheduled. This will include the following staff:

- Clinic Manager who is a Registered Nurse
- 5 Full-time Registered Nurses
- 1 PRN Registered Nurse
- 8 Full-time Patient Care Technicians
- 4 PRN Patient Care Technicians
- 1 Part-time Registered Dietitian
- 1 Part-time Licensed Master Level Social Worker
- 1 Part-time Equipment Technician
- 1 Full-time Secretary

Additionally, the facility is currently hiring 1 FT PCT and has openings 2 more. After the relocation/expansion 1 additional FT PCT will be hired.

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 always maintain a 4 to 1 patient-staff ratio on the treatment floor. A RN will always on duty when the facility is in operation.

CURRICULUM VITAE

Robert Bruha, M.D., FASN

PERSONAL INFORMATION:

Date of Birth:	September 17, 1966
Place of Birth:	Olomouc, Czech Rebublic
Family:	Wife: Katy Wong, M.D.
Immigration status:	United States Citizen
Work Address:	RenalCare Associates, SC 1404 Eastland Drive, Suite 103 Bloomington, IL 61701 T: 309-663-4766 F: 309-663-7238
Mailing Address:	RenalCare Associates, S.C. 200 E. Pennsylvania Ave. Suite 212 Peoria, Illinois, 61603 T: 309-676-8123 F: 309-676-8455

PROFESSIONAL SCHOOLING:

High School: "Nad Stolou",l Prague, Czech Republic	1981 – 1985
Charles University Medical School, Prague, Czech Republic	1985 – 1991
M.D. title awarded upon graduation	June 1991

MILITARY SERVICE:

Basic Military Training in Czech Army, Practicing Sport Medicine, Honorable Discharge (Lieutenant)	1991 – 1992

INTERNSHIP:

Internal Medicine 3rd Department of Internal Medicine, Charles University, Prague, Czech Republic	1992 – 1993

POST GRADUATE TRAINING AND EXPERIENCE in United States:

Internship and Residency in Internal Medicine University of Hawaii Integrated Medical Residency Program Honolulu, Hawaii, USA	1993 – 1996
Chief Resident, Internal Medicine University of Hawaii Integrated Medical Residency Program Honolulu, Hawaii, USA	1996 – 1997
Practicing Internal Medicine/Primary Care for a non-profit entity (Hall-Bennett Clinic) in Big Spring, Texas	1997 – 2001
Fellowship in Nephrology Indiana University, Indianapolis, Indiana (2 year clinically oriented fellowship offering excellent broad training in all areas of nephrology – HD, CRRT, PD, Transplant, ICU, consults)	2001 – 2003
RenalCare Associates, SC Peoria, IL Nephrologist	2003-present

LICENSURE AND EXAMS:

Licensed to practice medicine in Czech Republic		1991
Passed FMGEMS and obtained ECFMG Certificate		1991
Passed USMLE step 1	Score 86	1994
Passed USMLE step 2	Score 87	1995
Passed USMLE step 3	Score 88	1995
Active Medical License in the State of Hawaii, No. 9502		1996
Medical License in the State of Texas, No. K3116 (Inactive)		1997
Medical License in the State of Indiana, No. 01053831A (Inactive)		2001
Active Medical License in the State of Illinois, No. 036-109216		2003
Board Certified in Internal Medicine (Scores for both components of Board Exam in top 10%)		1996
Recertified		2016
Board Certified in Nephrology		2003
Recertified		2013

PROFESSIONAL AFFILIATIONS

Fellow American Society of Nephrology

LANGUAGE SKILLS:

Czech – native language
English – Certificate stating proficiency and license to teach
Japanese – Certificate stating proficiency and license to teach
Russian – Part of Elementary and High School Education

AWARDS AND HONORS:
Professional:

Dean's Award for Excellence in Academic Performance	1986, 1987, 1990
Kuakini Hospital "Intern of the Year" Award	1994
Irwin J. Schatz Platinum Stethoscope Award for Excellence In Cardiology	1995

Other:

First Prize Award in International Judo Competition	1980
Second Prize Award in National Speech Contest in Japanese language	1985
First Prize Award in National Written Contest in Japanese language	1988

(Awarded 3 week studying stay in Japan sponsored by Japanese Government)

HOBBIES:

Skiing, Mountain Biking
Reading, Studying Foreign Languages

Criterion 1110.1430 (e)(5) Medical Staff

I am the Regional Vice President at Fresenius Medical Care who oversees the McLean County facility and in accordance with 77 Il. Admin Code 1110.230, I certify the following:

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

Signature

Scott Timmerman
Printed Name

Regional Vice President
Title

Subscribed and sworn to before me
this 3rd day of Jan, 2022

Signature of Notary

Seal

CHRISTINE F JACOB
Notary Public, Notary Seal
State of Missouri
St Charles County
Commission # 03498031
My Commission Expires 03-29-2022

Criterion 1110.1430 (f) – Support Services

I am the Regional Vice at Fresenius Medical Care who oversees the Fresenius Medical Care McLean County facility. 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 are currently and will continue to be available to patients of Fresenius Medical Care McLean County:
  .
  - Nutritional Counseling
  - Psychiatric/Social Services
  - Home/self training
  - Clinical Laboratory Services – provided by Spectra Laboratories
- The following services are provided via referral to St. Joseph Medical Center and/or Bromen Regional Center in Bloomington.
  - Blood Bank Services
  - Rehabilitation Services
  - Psychiatric Services

Signature

Scott Timmerman/Regional Vice President
Name/Title

Subscribed and sworn to before me
this 3rd day of Jan, 2022

Signature of Notary

Seal

CHRISTINE F JACOB
Notary Public, Notary Seal
State of Missouri
St Charles County
Commission # 03498031
My Commission Expires 03-29-2022

Criterion 1110.1430 (g) – Minimum Number of Stations

Fresenius Medical Care McLean County is in the Bloomington - Pontiac Combined Statistical Area. This area was created by joining the Bloomington MSA with the Pontiac Micropolitan Statistical Area. A minimum of eight dialysis stations is required to establish an in-center hemodialysis center in a MSA. Fresenius Medical Care McLean County will have 25 dialysis stations thereby meeting this requirement.

Transfer Agreement

THIS AGREEMENT made on this 17 day of March, 2005 by and between Dialysis Centers of America - Illinois, with facilities located as shown on Exhibit I ("Facility") and St. Joseph Medical Center, a general acute care hospital duly licensed under the laws of this State with a current provider agreement issued pursuant to Title XVII of the Social Security Act, whose address is 2200 E. Washington Street, Bloomington, IL 61701 ("Hospital").

Agreement

1. When a patient's need for transfer from Facility to Hospital determined by the patient's physicians, Hospital agrees to admit the patient as promptly as possible, provided admission requirements are met, and adequate capacity to accommodate the patient is available, in accordance with Federal and State laws and regulations.

2. Facility will complete and send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the standard transfer and referral forms mutually agreed upon by the parties to this Agreement to provide the medical and administrative information necessary to determine to enable continuing care to the patient.

3. Hospital shall make available its outpatient diagnostic and therapeutic services in accordance with the orders of the attending physician provided customary requirements for such services are met in accordance with Federal and State laws and regulations and a separate agreement or agreements have been established between the parties setting forth the terms for use and reimbursements of any service or services utilized.

4. Facility will be responsible for effecting the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items in its custody. Any personal effects, including medications and patient ID (insurance information, i.e., cards), specifically entrusted to an authorized officer or agent of Facility shall be transferred upon signed receipt from a similarly designated individual of Hospital.

5. The institution in custody of the patient shall be accountable for the recognition of the need of social services and for prompt reporting of such need to the local Welfare Department or other appropriate sources.

6. When indicated by patient's condition, Facility will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation during the transfer in accordance with applicable Federal and State laws and regulations.

7. Facility shall contact and explain reasons for transfer to patient and patient's relatives or other parties responsible for patients.

8. Charges for services performed shall be collected by the institution rendering such services, directly from the patient, third-payer or other sources normally billed by the institution, and

neither party shall have any liability to the other party for such charges. (This provision does not preclude separate agreements between the parties for the sale, purchase, exchange of supplies or services including drugs and diagnostic or therapeutic services.)

9. The transferring facility agrees to make notification to Illinois Department of Public Health and other regulatory organizations as required.

10. It is the parties' intention that the relationship between the parties is that of independent contractors. The Governing Body of each party shall have exclusive control of policies, management, assets and affairs of its respective institution. No institution shall assume any liability by virtue of the Agreement for any debts or other obligations incurred by any other party to this Agreement.

11. Each party will maintain such insurance as will fully protect it from any and all claims of any nature for damage to property from personal injury including death, made by anyone which may arise from operations carried on by either party under this Agreement. It is the intention that the party in custody of the patient will be liable for the injury. Each party agrees, however, to indemnify and hold the other harmless for any and all liability, loss, cost or expenses incurred directly or indirectly from any act of omission by Hospital or Facility arising from or relating to the obligations provided for under this Agreement. Certificates of insurance will be provided upon request.

12. Nothing in this Agreement shall affect or interfere with the rules and regulations of either institution as they relate to medical staff membership or privileges in that institution.

13. No institution shall use the name of any other party to this Agreement in any promotional or advertising material and this Agreement shall not constitute an endorsement by one party of any other party to this Agreement.

14. It is understood that all disputes arising under the Agreement shall first be discussed directly by the institutions that are directly involved.

15. This Agreement shall automatically terminate, without regard to the notice requirements contained in paragraph sixteen (16), upon the date that either party to this Agreement: (1) ceases to have a valid provider agreement with the Secretary of the Department of Health, Education and Welfare, under Title XVII of the Social Security Act, or subsequent statutory authority amending or replacing said Title; or (2) fails to renew, has suspended or has revoked its' license or registration issued by this State to operate as a general acute care hospital.

This Agreement shall be effective on the date written above and shall continue in full force and effect for twelve months. This Agreement shall be automatically be renewed from year to year. This Agreement may be terminated at any time upon 30 day written notice to the other party.

In WITNESS WHEREOF, the parties have executed this Agreement on the day and date first above written to be effective as provided hereinabove.

St. Joseph Medical Center

By: _____

Title: Administrator

Dialysis Centers of America – Illinois

By: _____
David G. Carter, Regional Vice President

Exhibit I
Facility Locations:

RCG Bloomington
1505 Eastland Medical Plaza
Bloomington, IL 61701

RCG Pontiac
804 W. Madison Street
Pontiac, IL 61764

RCG Bloomington Home Dialysis
1404 Eastland Drive – Unit 103
Bloomington, IL 61701

Transfer Agreement

THIS AGREEMENT made on this 1st day of April, 2005 by and between Dialysis Centers of America - Illinois, with facilities located as shown on Exhibit I ("Facility") and BroMenn Regional Center, a general acute care hospital duly licensed under the laws of this State with a current provider agreement issued pursuant to Title XVII of the Social Security Act, whose address is P.O. Box 2850, Bloomington, IL 61720, ("Hospital").

Agreement

1. When a patient's need for transfer from Facility to Hospital determined by the patient's physicians, Hospital agrees to admit the patient as promptly as possible, provided admission requirements are met, and adequate capacity to accommodate the patient is available, in accordance with Federal and State laws and regulations.

2. Facility will complete and send with each patient at the time of transfer, or in the case of emergency, as promptly as possible, the standard transfer and referral forms mutually agreed upon by the parties to this Agreement to provide the medical and administrative information necessary to determine to enable continuing care to the patient.

3. Hospital shall make available its outpatient diagnostic and therapeutic services in accordance with the orders of the attending physician provided customary requirements for such services are met in accordance with Federal and State laws and regulations and a separate agreement or agreements have been established between the parties setting forth the terms for use and reimbursements of any service or services utilized.

4. Facility will be responsible for effecting the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information related to these items in its custody. Any personal effects, including medications and patient ID (insurance information, i.e., cards), specifically entrusted to an authorized officer or agent of Facility shall be transferred upon signed receipt from a similarly designated individual of Hospital.

5. The institution in custody of the patient shall be accountable for the recognition of the need of social services and for prompt reporting of such need to the local Welfare Department or other appropriate sources.

6. When indicated by patient's condition, Facility will be responsible for effecting the transfer of the patient, including arranging for appropriate and safe transportation during the transfer in accordance with applicable Federal and State laws and regulations.

7. Facility shall contact and explain reasons for transfer to patient and patient's relatives or other parties responsible for patients.

8. Charges for services performed shall be collected by the institution rendering such services, directly from the patient, third-payer or other sources normally billed by the institution, and

neither party shall have any liability to the other party for such charges. (This provision does not preclude separate agreements between the parties for the sale, purchase, exchange of supplies or services including drugs and diagnostic or therapeutic services.)

9. The transferring facility agrees to make notification to Illinois Department of Public Health and other regulatory organizations as required.

10. It is the parties' intention that the relationship between the parties is that of independent contractors. The Governing Body of each party shall have exclusive control of policies, management, assets and affairs of its respective institution. No institution shall assume any liability by virtue of the Agreement for any debts or other obligations incurred by any other party to this Agreement.

11. Each party will maintain such insurance as will fully protect it from any and all claims of any nature for damage to property from personal injury including death, made by anyone which may arise from operations carried on by either party under this Agreement. It is the intention that the party in custody of the patient will be liable for the injury. Each party agrees, however, to indemnify and hold the other harmless for any and all liability, loss, cost or expenses incurred directly or indirectly from any act of omission by Hospital or Facility arising from or relating to the obligations provided for under this Agreement. Certificates of insurance will be provided upon request.

12. Nothing in this Agreement shall affect or interfere with the rules and regulations of either institution as they relate to medical staff membership or privileges in that institution.

13. No institution shall use the name of any other party to this Agreement in any promotional or advertising material and this Agreement shall not constitute an endorsement by one party of any other party to this Agreement.

14. It is understood that all disputes arising under the Agreement shall first be discussed directly by the institutions that are directly involved.

15. This Agreement shall automatically terminate, without regard to the notice requirements contained in paragraph sixteen (16), upon the date that either party to this Agreement: (1) ceases to have a valid provider agreement with the Secretary of the Department of Health, Education and Welfare, under Title XVII of the Social Security Act, or subsequent statutory authority amending or replacing said Title; or (2) fails to renew, has suspended or has revoked its' license or registration issued by this State to operate as a general acute care hospital.

This Agreement shall be effective on the date written above and shall continue in full force and effect for twelve months. This Agreement shall be automatically be renewed from year to year. This Agreement may be terminated at any time upon 30 day written notice to the other party.

In WITNESS WHEREOF, the parties have executed this Agreement on the day and date first above written to be effective as provided hereinabove.

BroMenn Regional Center

By: Donna Rubinate

Title: VP Patient Services

Dialysis Centers of America – Illinois

By: David G. Carter

David G. Carter, Regional Vice President

Exhibit I
Facility Locations:

RCG Bloomington
1505 Eastland Medical Plaza
Bloomington, IL 61701

RCG Pontiac
804 W. Madison Street
Pontiac, IL 61764

RCG Bloomington Home Dialysis
1404 Eastland Drive – Unit 103
Bloomington, IL 61701

RELOCATION OF FACILITIES

1) Fresenius Medical Care McLean County was operating at 70% utilization serving 84 patients as of December 31, 2021. It has operated at an average of 72% utilization over the past two years however, the utilization during this time has been unpredictable due to the COVID-19 pandemic. Over 30 patients have tranferred to our East Peoria facility where COVID-19 isolation services are offered.

2) The McLean County facility has been at its current location for 16 years and the lease is due to expire May 31, 2022. Due to the cramped space and accessibility issues, it is not feasible to renew the lease. There is only 5,356 gross square feet and 20 stations. This relates to a crowded treatment floor, inadequate storage areas as well as cramped office space. There are only 4 designated dialysis parking spaces for the 80-plus patients and the physical plant space has suffered from insufficient upkeep.

   Relocating the 20-station McLean County facility will allow patients and staff sufficient parking, easier building access, and adequate room for storage, treatment floor and offices.

   The new location will also allow for the addition of 5 new stations that will provide Transitional Care Unit (TCU) services in four of the stations, which is currently not available in the Bloomington/Normal market. The remaining new station will make isolation services available at the clinic. A home dialysis training program will also be added onsite offering patients, who qualify and choose home therapies, a smooth transition with the same staff.

Criterion 1110.1430 (j) – Assurances

I am the Regional Vice President at Fresenius Medical Care who oversees the McLean County facility. In accordance with 77 Il. Admin Code 1110.1430, and with regards to Fresenius Medical Care McLean County, I certify the following:

1. Given historical utilization and expected future referrals to Fresenius Medical Care McLean County in the first two years of operation after the relocation/expansion, the facility is expected to achieve and maintain the utilization standard, specified in 77 Ill. Adm. Code 1100, of 80% and;

2. Fresenius Medical Care McLean County hemodialysis patients have achieved adequacy outcomes of:

    - 92% of patients had a URR $\geq$ 65%
    - 94% of patients had a Kt/V $\geq$ 1.2

   and similar outcomes are expected after the relocation.

Signature

Scott Timmerman/Regional Vice President
Name/Title

Subscribed and sworn to before me
this 3rd day of Jan, 2022

Signature of Notary

Seal

CHRISTINE F JACOB
Notary Public, Notary Seal
State of Missouri
St Charles County
Commission # 03498031
My Commission Expires 03-29-2022

VI. 1120.120 - AVAILABILITY OF FUNDS

On the following pages is the letter of intent for the leased space.

FRESENIUS MEDICAL CARE

January 6, 2022

Mr. Greg Yount
c/o Coldwell Banker Commercial
1707 Hamilton Road
Suite 1A
Bloomington, Il 61704

RE: Fresenius Medical Care Normal, LLC
McLean County - JV 009423-1-RL-W-BO-2020
Letter of Intent

Dear Mr. Yount,

On behalf of Fresenius Medical Care Normal, LLC, we are pleased to present the following letter of intent to lease space from your company.

LANDLORD:	Corporate East Bloomington, LLC
MANAGEMENT:	Core 3 Property Management
TENANT:	Fresenius Medical Care Normal, LLC
PREMISES ADDRESS:	2205 E. Empire, Suite B Bloomington, IL 61704
SQUARE FOOTAGE:	Approximately 12,347 contiguous usable square feet. (Subject to final measurement by architect.)
PRIMARY TERM:	An initial lease term of Ten (10) years. The Lease would commence on the date that the Landlord has completed all Landlord Work and delivered premises to Tenant. The rent would start 120 days after commencement and turnover date.

Reservoir Woods, 920 Winter Street, Waltham, MA 02451 ~ (781) 699-9000 ~ Fax (781)-699-9776

For purposes of establishing an actual occupancy date, both parties will execute an amendment after occupancy has occurred, setting forth dates for purposes of calculations, notices, or other events in the Lease that may be tied to a commencement date.

OPTIONS TO RENEW: Three (3), five (5) year options to renew the Lease. Option rental rates shall be based upon 10% increases at the beginning of each option period and shall provide Ninety (90) days' prior written notification of its desire to exercise the option.

ANNUAL RENTAL RATE: $17.88/square foot ($18,397.03/month) for the first five years.
$18.77/square foot ($19,312.77/month) for the second five years.

TENANT ALLOWANCE: $0 (Zero), to be paid promptly to Tenant upon completion of the Tenant Improvements.

CONCESSIONS: (see 120-day free rent period under "Primary term")

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

CONDITION OF PREMISES: Landlord to deliver the Premises in shell condition pursuant to the Existing Building Shell Specifications (attached), which is to include, but not be limited to, the following items as part of the demised shell ("Landlord Work"):

Shell	Demised Premises in a shell condition with clear space from the finished slab to the underside of the roof structure of not less than 13 feet.
Utilities	All utilities are to be separately metered and brought to a location within the demised Premises acceptable to Tenant. Landlord Work shall include all impact fees, tapping fees, meters for water, electrical, natural gas (or propane, if required), sanitary sewer, storm drainage, and fire protection (sprinklers). Landlord to submit drawings indicating utility locations to Tenant for review and approval prior to installation of all utilities.
Electrical	Provide adequate electrical power installed to one main distribution panel for Tenant's operation (800-amp/208-volt, 3-phase).
HVAC	Provide HVAC units (4 – 5 separate HVAC units), in place, meeting Tenant's standards and specifications which will be provided by Tenant's engineer to deliver approximately 3 tons per thousand square feet of leased space. Landlord Work to include furnishing and installing all the electrical connections from the units to Tenant's electrical panel. Tenant's contractor will provide and install all ductwork and insulation from these units.
Roof	The Landlord Work will include all costs related to the design and installation or modification of the structural roof system to support any supplemental HVAC improvements according to the Lease terms and Tenant's specifications.
Gas	Provide gas service to handle the above HVAC needs and the use of two 100-gallon water heaters and one 50-gallon water heater at a minimum of ____ MBH.
Domestic Water	Provide water service with no less than a 2" dedicated line to the Premises with pressure of 60-80 psi.
Sewer	Provide sewer invert to meet Tenant's requirements of no less than 36".
Fire Suppression	Building and Premises to be fully-serviced by automatic fire suppression system to meet all applicable state and local codes, laws, ordinances and regulations and according to NFPA 101.
Conduit	Provide conduit to the building for Cable TV and telephone. Terminate inside building at wiring closet. If cable is not available Tenant shall have the right to install a satellite system for its use at its own cost.
Windows	All windows to be double glazed insulated glass.
Exterior Walls	Exterior walls insulation – R-19 minimum.
Deliveries	Provide a double man door or loading dock door at the rear of the building for deliveries. All doors shall be out-swinging with non-ferrous non-removable hinges, weather stripping, insulation, drip caps and ADA accessible with 1/4" high threshold according to Tenant's standard specifications.
Concrete Pad	
Pathways	Provide handicap accessible pathway(s) to building to meet all applicable state and local codes, laws, ordinances and regulations.

Floor Slab	The floor slab must be flat and leveled (parallel to horizon) to allow for Tenant Improvements without a new concrete pour. If new concrete pour is required, floor flatness (amount of curvature allowed over 24" length) of 25 minimum and floor levelness of 20 minimum is required.
Vapor Emissions	Landlord is responsible to have a slab vapor emission and relative humidity test report performed by independent third-party testing agency. The agency must utilize ASTM standards (F2170, F1869) to test and verify if the slab meets vapor and relative humidity tolerances required to install floor finishes without mitigation.

DELIVERY DATE:

If required, Landlord shall apply for all building permits related to the Landlord Work no later than 30 days after full execution of the Lease. Landlord is required to proceed with commercially reasonable efforts to file for the building permit timely after full execution of the Lease.

Tenant requires the Landlord to perform the required Landlord Work in a commercially reasonable manner and to deliver the Premises no later than Ninety(90) days after the receipt of the building permit ("Delivery Date"). In the event the Premises are not delivered to Tenant on the Delivery Date, Tenant shall have the right to terminate the Lease.

ARCHITECT FOR TENANT IMPROVEMENTS:

Tenant shall engage an architect as selected by the Tenant to complete the plans and specifications of the Tenant Improvements. All other fees associated with the architect's work related to the Tenant Improvement plans and specifications shall be paid by the Tenant.

TENANT IMPROVEMENTS:

Tenant may select a General Contractor of its own choosing to complete the build-out of the Premises, subject to reasonable approval by Landlord.

Tenant will be allowed to commence its Tenant Improvement work once the Landlord has completed all interior work at the Premises. A detailed schedule will be attached to the Lease as an exhibit to make clear the extent of the work to be completed in order to allow Tenant to commence. No supervisory fee will

be payable to the Landlord with respect to Tenant's work.

During Tenant Improvement construction, Landlord will provide full access to the building's electrical services, mechanical rooms, roof, and all other areas of the building that may be required.

Tenant will require access to tele/data and cable lines.

HVAC: Landlord shall provide an annual HVAC maintenance contract and such costs shall be reimbursed by Tenant.

Landlord shall warrant HVAC for the term of the Lease making all repairs and replacements not covered by Landlord's maintenance contract.

In the event that Landlord replaces the HVAC during the term of the Lease, Tenant shall reimburse Landlord – the cost to be annually amortized based upon a 10-year life until the costs are recovered, or the Lease is terminated whichever is earlier.

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

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

PARKING: Landlord will provide free parking of no less than 3 parking spaces per 1,000 square feet or the amount required by local code, whichever is greater. Tenant shall require that 10% of the parking (per the site plan to be attached to the lease) be designated handicapped spaces plus one ambulance space (cost to designate parking spaces to be at Landlord's sole cost and expense). See site plan exhibit.

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

CORPORATE IDENTIFICATION:

Tenant shall have signage space on monument sign and on exterior of building, which shall be approved by Landlord at Tenant's expense.

COMMON AREA EXPENSES AND REAL ESTATE TAXES:

Landlord shall pay real estate taxes and building insurance, provided Tenant shall pay for any increases from base year annually. Taxes are currently $2.22 PSF and Insurance is $.14 PSF. Common area maintenance is included in the rent.

ASSIGNMENT/ SUBLETTING:

Landlord shall grant Tenant:

a. The right, without Landlord's approval, to sublet or assign its lease, 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 lease, 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. Tenant shall not be relieved of underlying financial responsibility unless approved by Landlord.

Any other assignment or subletting will be subject to Landlord's prior consent, which shall not be unreasonably withheld or delayed

All options contained in the Lease for renewals will be fully transferable upon a sublease or assignment. Landlord will not be entitled to any right of recapture, provided lease is not in default..

MAINTENANCE:

Landlord shall, without expense to Tenant, maintain and make all necessary repairs to the exterior portions and structural portions of the Building to keep the building weather and water tight and structurally

sound including, without limitation: foundations, structure, load bearing walls, exterior walls, doors and windows, the roof and roof supports, columns, retaining walls, gutters, downspouts, flashings, footings as well as any elevators, water mains, gas and sewer lines, sidewalks, private roadways, landscape, parking areas, common areas, and loading docks, if any, on or appurtenant to the Building or the Premises.

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

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

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

RIGHT OF FIRST REFUSAL: Tenant shall have a Right of First Refusal on all adjacent space to the Premises during the term of the Lease. Landlord shall submit to Tenant a copy of a bona fide offer from a third-party proposing to lease the adjacent space. Tenant shall have up to thirty (30) days to advise Landlord if it will accept the proposed terms related to the adjacent space. If the terms are accepted by Tenant, the parties will execute an amendment for the additional space within thirty (30) days.

SURRENDER: At any time prior to the expiration or earlier termination of the Lease, Tenant may remove any or all the alterations, additions or installations, installed by or on behalf of Tenant, in such a manner as will not substantially injure the Premises. Tenant agrees to restore the portion of the Premises affected by Tenant's removal of such alterations, additions or installations to the same condition as existed prior to the making of such alterations, additions, or installations. Upon the expiration or earlier termination of the Lease, Tenant shall turn over the Premises to Landlord in good condition, ordinary wear and tear, damage or destruction by fire, flood, storm, civil commotion, or other unavoidable cause excepted. All alterations, additions, or installations not so removed by Tenant shall become the property of Landlord without liability on Landlord's part to pay for the same.

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

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

EXCLUSIVITY Landlord will not, during the term of the Lease and any option terms, lease space at 2215 E. Empire and surrounding suites to any other provider of hemodialysis services.

ENVIRONMENTAL AND ADA: Landlord confirms that there is no asbestos present in the building and that there are no contaminants or environmental hazards in or on the property, including Underground Storage Tanks. Landlord also confirms that no other tenants or their activities present issues as to the generation of hazardous materials.

Landlord has taken any and all other actions that may be necessary to bring the Property into full compliance with all relevant governmental code requirements, including but not limited to compliance with the Americans with Disabilities Act ("ADA").

DRAFT LEASE: Tenant requires the use of its Standard Form Lease.

GUARANTOR: Fresenius Medical Care Holdings, Inc.

SECURITY DEPOSIT: None

HOLDOVER: Tenant shall have the right to remain in the Premises for up to two (2) 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.

SHARED VALUES: As stated in the Fresenius Medical Care Code of Ethics and Business Conduct, Tenant upholds the values of quality, honesty and integrity, innovation and improvement, respect and dignity, as well as lawful conduct, especially with regard to anti-bribery and anti-corruption. Tenant upholds these values in its own operations, as well as in its relationships with business partners. Tenant's continued success and reputation depends on a common commitment to act accordingly. Together with Tenant, Landlord is committed to uphold these fundamental values by adherence to applicable laws and regulations.

BROKERAGE FEE: Vequity represents Tenant in this transaction.
Broker's commissions will be specified by a separate agreement between the Landlord and Vequity.
Tenant shall retain the right to offset rent for failure to pay the real estate commission.

MARKET REMOVAL: Upon execution of this Letter of Intent, Landlord shall remove the proposed Premises from the open market and Landlord agrees not to enter into discussions with any other tenants related to this space. The parties agree to work diligently to execute a Lease as soon as possible.

DISCLAIMER: This letter is not a legally binding document and is expressly contingent upon final board approval by Tenant and the negotiation and execution of a mutually agreeable lease document.

Exhibit(s): Both the Landlord tenant work matrix and the proposed site plan revisions are to be incorporated as exhibits to this document.

If you are in agreement with these terms, please execute the document below and return a copy for our records. This letter of intent will expire October 20, 2021.

We look forward to reaching an agreement with your company.

Yours sincerely,

_____

Miles Gatland
Real Estate Transaction Manager

SIGNATURES ON NEXT PAGE

AGREED TO AND ACCEPTED BY:

Corporate East Bloomington, LLC	**Fresenius Medical Care Normal, LLC**
Greg Yount, Member	
Jan 7, 2022	
Date	**Date**

Criterion 1120.130 Financial Viability

Financial Viability Waiver

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

Audited Financial Statements

2019 Financial Statements for Fresenius Medical Care Holdings, Inc. were submitted to the Board via email on December 3, 2020.

2020 Financial Statements for Fresenius Medical Care Holdings, Inc. were submitted to the Board via email on May 20, 2021**.**

SECTION VIII.1120.140 - ECONOMIC FEASIBILITY

Criterion 1120.310 (c) Reasonableness of Project and Related Costs

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. Mod.	Gross Sq. Ft. Circ.*	Const. $ (A x C)	Mod. $ (B x E)	
ESRD		240.00			9,952			2,388,480	2,388,480
Contingency		20.00			9,952			199,040	199,040
Total Clinical		**260.00**			**9,952**			**2,587,520**	**2,587,520**
Non-Clinical		240.00			2,395			574,800	574,800
Contingency		20.00			2,395			47,900	47,900
Total Non		**260.00**			**2,395**			**622,700**	**622,700**
TOTALS		**$260.00**			**12,347**			**$3,210,220**	**$3,210,220**
* Include the percentage (%) of space for circulation									

Criterion 1120.310 (d) – Projected Operating Costs

Year 2022

Estimated Personnel Expense:	$1,762,807
Estimated Medical Supplies:	$389,630
Estimated Other Supplies (Exc. Dep/Amort):	$1,575,598
	$3,728,035
Estimated Annual Treatments:	16,589
Cost Per Treatment:	$224.73

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

Year 2022

Depreciation/Amortization:	$182,398
Interest	$0
Capital Costs:	$182,398
Treatments:	16,589
Capital Cost per Treatment	$11.00

Criterion 1120.310(a) Reasonableness of Financing Arrangements

Fresenius Medical Care Normal, 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:_____
Scott Timmerman

Title: Regional Vice President

Notarization:
Subscribed and sworn to before me
this 3rd day of Jan., 2022

Christine F Jacob
Signature of Notary

Seal

CHRISTINE F JACOB
Notary Public, Notary Seal
State of Missouri
St Charles County
Commission # 03498031
My Commission Expires 03-29-2022

By:_____
Chad Parkinson

Title: Director of Operations

Notarization:
Subscribed and sworn to before me
this_____ day of _____, 202__

_____
Signature of Notary

Seal

Criterion 1120.310(a) Reasonableness of Financing Arrangements

Fresenius Medical Care Normal, 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: _____
Scott Timmerman

Title: Regional Vice President

Notarization:
Subscribed and sworn to before me
this _____ day of _____, 202__

_____
Signature of Notary

Seal

By: _____
Chad Parkinson

Title: Director of Operations

Notarization:
Subscribed and sworn to before me
this 5th day of Jan, 2022

_____
Signature of Notary

Seal

CHRISTINE F JACOB
Notary Public, Notary Seal
State of Missouri
St Charles County
Commission # 03498031
My Commission Expires 03-29-2022

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: Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this 7th day of January 2022

_____
Signature of Notary

Seal

By: _____

Title: Assistant Secretary

Notarization:
Subscribed and sworn to before me
this _____ day of _____, 202__

_____
Signature of Notary

Seal

ELIZABETH D. SCULLY
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires On
October 14, 2022

Criterion 1120.310(b) Conditions of Debt Financing

Fresenius Medical Care Normal, 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: _____
Scott Timmerman

ITS: Regional Vice President

Notarization:
Subscribed and sworn to before me
this 6th day of Jan, 2022

_____
Signature of Notary

Seal

CHRISTINE F JACOB
Notary Public, Notary Seal
State of Missouri
St Charles County
Commission # 03498031
My Commission Expires 03-29-2022

By: _____
Chad Parkinson

ITS: Director of Operations

Notarization:
Subscribed and sworn to before me
this 6th day of Jan, 2022

_____
Signature of Notary

Seal

CHRISTINE F JACOB
Notary Public, Notary Seal
State of Missouri
St Charles County
Commission # 03498031
My Commission Expires 03-29-2022

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: Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this 10th day of January, 2022

_____
Signature of Notary

Seal

By:_____

ITS: Assistant Secretary

Notarization:
Subscribed and sworn to before me
this_____ day of _____, 20__

_____
Signature of Notary

Seal

ELIZABETH D. SCULLY
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires On
October 14, 2022

SECTION IX. SAFETY NET IMPACT STATEMENT

The relocation and expansion of the Fresenius Kidney Care McLean County dialysis facility in Bloomington will not have any impact on safety net services in the Bloomington/Normal healthcare market of McLean County in HSA 4. Outpatient dialysis services are not typically considered "safety net" services, however, we do provide care for patients in the community who are economically challenged and/or who are undocumented who do not qualify for Medicare/Medicaid and qualify under FMCNA's Indigent Waiver policy. We assist patients who do not have insurance in enrolling, when possible, in Medicare, Medicaid or insurance on the Healthcare Marketplace. Also, our social services department assists patients who have issues regarding transportation and/or mobility needs with making arrangement for transport to and from the unit.

Fresenius Medical Care North America is a for-profit publicly traded company and is not required to provide charity care, nor does it do so according to the CON 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 evaluated to determine if criteria have been met for 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 provides community benefit by supporting various medical education activities and associations, such as the Renal Network and the National Kidney Foundation.

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

CHARITY CARE (Self-Pay) *			
Charity (# of patients) (Self-Pay)	**2018**	**2019**	**2020**
(Out-patient only)	294	297	245
Total Charity (cost in dollars)	$5,295,686	$5,591,838	$4,453,393
MEDICAID			
Medicaid (# of patients)	**2018**	**2019**	**2020**
(Out-patient Only)	326	266	201
Medicaid (revenue)	$7,151,669	$5,264,304	$3,617,682

* As a for-profit corporation Fresenius does not provide charity care per the Board's definition. Numbers reported are self-pay. Self-pay balances are written off to bad debt. Medicare may reimburse a portion of bad debt as part of cost reporting.

Note: Medicaid reported numbers are impacted by the large number of patients who switch from Medicaid to a Medicaid Risk insurance (managed care plan) which pays similar to Medicaid. These patients are reported under commercial insurance. Below is a breakdown of the Medicaid Risk (managed care) patients and revenues that are reported under commercial insurance.

- 2018 - 977 patients with revenues of $30,748,374
- 2019 – 1,052 patients with revenues of $33,761,648
- 2020 – 1,107 patients with revenues of $33,055,278

SECTION X. CHARITY CARE INFORMATION

Fresenius Medical Care North America - Community Care/Charity Care

Fresenius Medical Care North America is a for-profit publicly traded company and is not required to provide charity care, nor does it do so according to the CON Board's definition. However, Fresenius Kidney Care provides care to patients who do not qualify for any type of coverage for dialysis services. The following will document all the programs available to FMCNA patients to assist with any financial need for the provision of dialysis care.

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

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. This program is not advertised to patients but is discussed with patients who have indicated a financial hardship and a need for Indigent Waiver consideration and have not qualified for any other available programs. 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 more than four (4) times the Federal Poverty Standard in effect at the time. Patients whose annual income is greater than four (4) 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 more than an amount of thirteen (13) times the Federal Poverty Standard (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 (or excuses a portion of the charges if patient qualifies for sliding scale discount when annual income is between 5 and 13 times the Federal Poverty Guideline). Patients may have dual coverage of AKF assistance (or other insurance coverage) and an Indigent Waiver if their financial status qualifies them for multiple 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 their healthcare needs, including transportation to their appointments. Patients who are not found to qualify may apply for the Indigent Waiver Program.

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.

Patient Accounts are reviewed periodically for consideration of patient liability and to determine if the account meets criteria to be written off as bad debt (uncollected revenue).

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) provided they have met the government work credit requirements.

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 do not have to pay a monthly premium, for Part A. This is because they or a spouse paid Medicare taxes while working. If a beneficiary does not get premium-free Part A, they may be able to buy it if they (or their spouse) are not 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.

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 cannot afford health insurance may be eligible for Medicaid. In addition to meeting federal guidelines, individuals must 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 cannot 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 they meet AKF eligibility requirements.

Patients who are self-pay are eligible to apply for the Indigent Wavier Program or any other insurance assistance. Self-pay patient accounts are reviewed on a periodic basis for consideration of patient liability and to determine if the account meets the criteria to be written off to bad debt (uncollected revenue).

CHARITY CARE			
	2018	**2019**	**2020**
Net Patient Revenue	$436,811,409	$444,575,062	$447,807,649
Amount of Charity Care (charges)	$5,295,686	$5,591,838	$4,453,393
Cost of Charity Care	$5,295,686	$5,591,838	$4,453,393

*As a for-profit corporation Fresenius does not provide charity care per the Board's definition.
Numbers reported are self-pay balances. Self-pay balances are written off to bad debt.
Medicare may reimburse a portion of bad debt as part of cost reporting.

Charity Care
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