

**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:	FMC Dialysis Services of Congress Parkway		
Street Address:	3410 W Van Buren Street		
City and Zip Code:	Chicago 60624		
County:	Cook	Health Service Area:	6 Health Planning Area:

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

Exact Legal Name:	WSKC Dialysis Services, Inc. d/b/a FMC Dialysis Services of Congress Parkway		
Street Address:	920 Winter Street		
City and Zip Code:	Waltham, MA 02451		
Name of Registered Agent:	CT Corporation Systems		
Registered Agent Street Address:	208 S. LaSalle Street, Suite 814		
Registered Agent City and Zip Code:	Chicago, IL 60604		
Name of Chief Executive Officer:	Bill Valle		
CEO Street Address:	920 Winter Street		
CEO City and Zip Code:	Waltham, MA 02451		
CEO Telephone Number:	800-662-1237		

**Type of Ownership of Applicant**

<input type="checkbox"/>	Non-profit Corporation	<input type="checkbox"/>	Partnership	
<input checked="" type="checkbox"/>	For-profit Corporation	<input type="checkbox"/>	Governmental	
<input type="checkbox"/>	Limited Liability Company	<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/> Other

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

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

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

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

**Type of Ownership of Co-Applicant**

<input type="checkbox"/>	Non-profit Corporation	<input type="checkbox"/>	Partnership	
<input checked="" type="checkbox"/>	For-profit Corporation	<input type="checkbox"/>	Governmental	
<input type="checkbox"/>	Limited Liability Company	<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/> 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@freseniusmedicalcare.com
Fax Number: 630-960-6812

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

Name: Holley Kelly
Title: Regional Vice President
Company Name: Fresenius Medical Care
Address: 3500 Lacey Road, Suite 900, Downers Grove, IL 60515
Telephone Number: 630-960-
E-mail Address: <a href="mailto:holley.kelly@freseniusmedicalcare.com">holley.kelly@freseniusmedicalcare.com</a>
Fax Number: 630-960-6812

**Post Permit Contact**

[Person to receive all correspondence after 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@freseniusmedicalcare.com
Fax Number: 630-960-6812

**Site Ownership**

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: CMGS, LLC
Address of Site Owner: 2335 N. Southport Ave., Chicago, IL 60614
Street Address or Legal Description of the Site: 3410 W. Van Buren Street, Chicago, IL 60624
<b>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.</b>

**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: WSKC Dialysis Services, Inc. d/b/a Fresenius Medical Care Dialysis Services of Congress Parkway

Address: 920 Winter Street, Waltham, MA 02451

- |  |   |
|--|---|
| <input type="checkbox"/> Non-profit Corporation            | <input type="checkbox"/> Partnership  |
| <input checked="" type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Governmental                                       |
| <input type="checkbox"/> Limited Liability Company         | <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> 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.]

**NOT APPLICABLE – DISCONTINUATION**

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](http://www.FEMA.gov) or [www.illinoisfloodmaps.org](http://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.]

**NOT APPLICABLE – DISCONTINUATION**

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.

WSKC Dialysis Services, Inc. plans to discontinue its 30-station ESRD facility, FMC Dialysis Services of Congress Parkway, located at 3410 W. Van Buren Street, Chicago 60624. The facility is in Chicago, which is HSA 6, and in Cook County.

It is expected that the facility will discontinue operations on February 28, 2023, pending Board approval, but no later than March 31, 2023.

This project is considered substantive under 77 Ill. Adm. Code 1110.20(c)(1)(B)(ii) as it entails the discontinuation of a health care facility.

### Project Costs and Sources of Funds

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

<b>Project Costs and Sources of Funds</b>			
<b>USE OF FUNDS</b>	<b>CLINICAL</b>	<b>NONCLINICAL</b>	<b>TOTAL</b>
Preplanning Costs			
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts			
Modernization Contracts			
Contingencies			
Architectural/Engineering Fees			
Consulting and Other Fees			
Movable or Other Equipment (not in construction contracts)			
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment			
Other Costs to Be Capitalized			
Acquisition of Building or Other Property (excluding land)			
<b>TOTAL USES OF FUNDS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>SOURCE OF FUNDS</b>	<b>CLINICAL</b>	<b>NONCLINICAL</b>	<b>TOTAL</b>
Cash and Securities			
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)			
Governmental Appropriations			
Grants			
Other Funds and Sources			
<b>TOTAL SOURCES OF FUNDS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>			

**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:

<p>Land acquisition is related to project      <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>Purchase Price:    \$ _____</p> <p>Fair Market Value: \$ _____</p>
<p>The project involves the establishment of a new facility or a new category of service  <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>If yes, provide the dollar amount of all <b>non-capitalized</b> 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.</p> <p>Estimated start-up costs and operating deficit cost is \$ _____.</p>

**Project Status and Completion Schedules**

<b>For facilities in which prior permits have been issued please provide the permit numbers.</b>
<p>Indicate the stage of the project's architectural drawings:</p> <p style="text-align: center;"> <input checked="" type="checkbox"/> None or not applicable                      <input type="checkbox"/> Preliminary  <input type="checkbox"/> Schematics    <input type="checkbox"/> Final Working </p>
<p>Anticipated project completion date (refer to Part 1130.140): <u>February 28, 2023</u></p>
<p>Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140): <b>NOT APPLICABLE</b></p> <p><input type="checkbox"/> Purchase orders, leases or contracts pertaining to the project have been executed.</p> <p><input type="checkbox"/> 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</p> <p><input type="checkbox"/> Financial Commitment will occur after permit issuance.</p>
<p><b>APPEND DOCUMENTATION AS ATTACHMENT 8, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b></p>

**State Agency Submittals** [Section 1130.620(c)]

<p>Are the following submittals up to date as applicable?</p> <p><input type="checkbox"/> Cancer Registry</p> <p><input type="checkbox"/> APORS</p> <p><input checked="" type="checkbox"/> All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted</p> <p><input checked="" type="checkbox"/> All reports regarding outstanding permits</p> <p><b>Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.</b></p>
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**Cost Space Requirements - NOT APPLICABLE**

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 departments 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]

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

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


**CERTIFICATION**

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

- o in the case of a corporation, any two of its officers or members of its Board of Directors.
- o 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).
- o 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).
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of WSKC Dialysis Services, 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

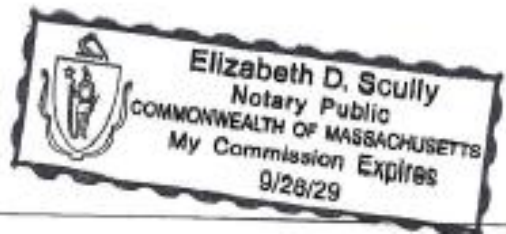
  
 \_\_\_\_\_  
 SIGNATURE  
 Domenic Gaeta  
 \_\_\_\_\_  
 PRINTED NAME  
 Assistant Secretary  
 \_\_\_\_\_  
 PRINTED TITLE

Notarization:  
 Subscribed and sworn to before me  
 this 23<sup>rd</sup> day of January 2023

Notarization:  
 Subscribed and sworn to before me  
 this \_\_\_\_\_ day of \_\_\_\_\_

Signature of Notary  \_\_\_\_\_  
 Seal \_\_\_\_\_

\*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:

- o in the case of a corporation, any two of its officers or members of its Board of Directors.
- o 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).
- o 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).
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of Fresenius Medical 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.

*Bryan Mello*

SIGNATURE

Bryan Mello

PRINTED NAME

Assistant Treasurer

PRINTED TITLE

*Domenic Gaeta*

SIGNATURE

Domenic Gaeta

PRINTED NAME

Assistant Secretary

PRINTED TITLE

Notarization:  
Subscribed and sworn to before me

this 23<sup>rd</sup> day of January 2023

Notarization:  
Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_

Signature of Notary

*Elizabeth D. Scully*

Signature of Notary

Seal

Seal

\*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**.

**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 NOT APPLICABLE - DISCONTINUATION**

- 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 X. 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 each community, if reasonably known by the applicant.

**Safety Net Impact Statements shall also include all 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 38.**

CHARITY CARE (Self-Pay) *			
Charity (# of patients) (Self-Pay)	2019	2020	2021
(Out-patient only)	297	245	162
<b>Total Charity (cost in dollars)</b>	\$5,591,838	\$4,453,393	\$2,728,028
MEDICAID			
Medicaid (# of patients)	2019	2020	2021
(Out-patient Only)	266	201	174
<b>Medicaid (revenue)</b>	\$5,264,304	\$3,617,682	\$3,293,009

\* 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.

- 2019 – 1,052 patients with revenues of \$33,761,648
- 2020 – 1,107 patients with revenues of \$33,055,278
- 2021 – 1,106 patients with revenues of \$31,316,165

**APPEND DOCUMENTATION AS ATTACHMENT 38, 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 39.**

<b>CHARITY CARE</b>			
	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>Net Patient Revenue</b>	\$444,575,062	\$447,807,649	\$434,533,258
Amount of Charity Care (charges)	\$5,591,838	\$4,453,393	\$2,727,028
Cost of Charity Care	\$5,591,838	\$4,453,393	\$2,727,028

\*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 39, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**

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

<b>INDEX OF ATTACHMENTS</b>		
<b>ATTACHMENT NO.</b>		<b>PAGES</b>
1	Applicant Identification including Certificate of Good Standing	16-17
2	Site Ownership	18-37
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	38
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	39
5	Flood Plain Requirements	
6	Historic Preservation Act Requirements	
7	Project and Sources of Funds Itemization	
8	Financial Commitment Document if required	40
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10	Discontinuation	41-57
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12	Purpose of the Project	64
13	Alternatives to the Project	
14	Size of the Project	
15	Project Service Utilization	
16	Unfinished or Shell Space	
17	Assurances for Unfinished/Shell Space	
	<b>Service Specific:</b>	
18	Medical Surgical Pediatrics, Obstetrics, ICU	
19	Comprehensive Physical Rehabilitation	
20	Acute Mental Illness	
21	Open Heart Surgery	
22	Cardiac Catheterization	
23	In-Center Hemodialysis	
24	Non-Hospital Based Ambulatory Surgery	
25	Selected Organ Transplantation	
26	Kidney Transplantation	
27	Subacute Care Hospital Model	
28	Community-Based Residential Rehabilitation Center	
29	Long Term Acute Care Hospital	
30	Clinical Service Areas Other than Categories of Service	
31	Freestanding Emergency Center Medical Services	
32	Birth Center	
	<b>Financial and Economic Feasibility:</b>	
33	Availability of Funds	
34	Financial Waiver	
35	Financial Viability	
37	Economic Feasibility	
38	Safety Net Impact Statement	65
39	Charity Care Information	66-67
40	Flood Plain Information	

**Section I, Identification, General Information, and Certification  
Applicant, Co-Applicant**

**Applicant**

Exact Legal Name:	WSKC Dialysis Services, Inc. d/b/a FMC Dialysis Services of Congress Parkway
Street Address:	920 Winter Street
City and Zip Code:	Waltham, MA 02451
Name of Registered Agent:	CT Corporation Systems
Registered Agent Street Address:	208 S. LaSalle Street, Suite 814
Registered Agent City and Zip Code:	Chicago, IL 60604
Name of Chief Executive Officer:	Bill Valle
CEO Street Address:	920 Winter Street
CEO City and Zip Code:	Waltham, MA 02451
CEO Telephone Number:	800-662-1237

**Type of Ownership of Applicant**

<input type="checkbox"/>	Non-profit Corporation	<input type="checkbox"/>	Partnership	
<input checked="" type="checkbox"/>	For-profit Corporation	<input type="checkbox"/>	Governmental	
<input type="checkbox"/>	Limited Liability Company	<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/> 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 they are organized and the name and address of each partner specifying whether each is a general or limited partner.

**\*Certificate of Good Standing for WSKC Dialysis Services, Inc. on following page.**

**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

**Type of Ownership of Co-Applicant**

<input type="checkbox"/>	Non-profit Corporation	<input type="checkbox"/>	Partnership	
<input checked="" type="checkbox"/>	For-profit Corporation	<input type="checkbox"/>	Governmental	
<input type="checkbox"/>	Limited Liability Company	<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/> 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 they are organized and the name and address of each partner specifying whether each is a general or limited partner.

**\*Fresenius Medical Care Holdings, Inc. is a Delaware corporation and does not do business in the State of Illinois. Therefore, a Certificate of Good Standing is not included.**





**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*

WSKC DIALYSIS SERVICES, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 31, 1969, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION 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 5TH day of JANUARY A.D. 2023 .*



Authentication #: 2300501754 verifiable until 01/05/2024  
 Authenticate at: <https://www.ilsos.gov>

*Jesse White*

SECRETARY OF STATE

Certificate of Good Standing  
ATTACHMENT - 1

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

Exact Legal Name of Site Owner: CMGS, LLC
Address of Site Owner: 2335 N. Southport Ave., Chicago, IL 60614
Street Address or Legal Description of the Site: 3410 W. Van Buren Street, Chicago, IL 60624 <b>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.</b>

**Copy of lease attached on following pages.**

LEASE SCHEDULE

**Date of Lease:** December 22, 2000

**Tenant:** Everest Healthcare Services Corporation

**Landlord:** ALTER+CARE, BH L.L.C., a Delaware limited liability company or its nominee

**Property:** Bethany Professional Building, 3410 W. Van Buren St., Chicago, Illinois

**Premises:** 10,000 rentable square feet, as described in Exhibit A

**Lease Term:** Ten (10) years

**Commencement Date:** To be determined

**Annual Net Base Rent:** \$169,500.00 or \$16.95 per rentable square foot

**Monthly Net Base Rent:** \$14,125.00

**Rent Escalation** 2.50% per year

**Real Estate Taxes (est.):** \$40,000.00 per year or \$4.00 per rentable square foot

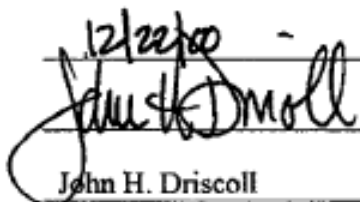
**Operating Expenses (est.):** \$25,000.00 per year or \$2.50 per rentable square foot

**Tenant's Pro Rata Share:** 44.00%

**Security Deposit:** Equal to one (1) month's rent

**Broker:** The Alter Group, Ltd., and Mohr Partners, Inc.

The Lease Schedule information is incorporated into and made a part of the Lease. This Lease includes Articles 1 through 37, inclusive, and the Exhibits attached hereto.

<b>Tenant:</b>	<u>Everest Healthcare Services Corporation</u>	<b>Landlord:</b>	<u>ALTER+CARE, BH L.L.C.</u>
<b>Dated:</b>	<u></u>	<b>Dated:</b>	<u>12/22/00</u> <u></u>
<b>By:</b>	<u>Lawrence D. Damron</u>	<b>By:</b>	<u>John H. Driscoll</u>
<b>Printed:</b>	<u>Lawrence D. Damron</u>	<b>Printed:</b>	<u>John H. Driscoll</u>
<b>Title:</b>	<u>Chief Financial Officer</u>	<b>Title:</b>	<u>President</u>

**LEASE**

THIS LEASE MADE and entered into as of the date set forth on the Lease Schedule as Date of Lease, which Lease Schedule is appended to this Lease and is specifically incorporated by reference herein, by and between the Landlord and Tenant as set forth in the Lease Schedule.

**1.****PREMISES AND USE**

A. Landlord does hereby lease to Tenant and Tenant hereby lets from Landlord, the Premises set forth in the Lease Schedule, which are situated in that certain building (the "Building") located as denoted as the Property Address in the Lease Schedule. The Building and the real estate on which it is located are hereinafter referred to as the "Property". Tenant acknowledges that the sole purpose of the attached Exhibit "A" is to identify the location of the Premises in the Building. Landlord makes no representations or warranties in said Exhibit "A" as to the useable or rentable square footage of the Premises.

B. Such letting and hiring is upon and subject to the terms, covenants and conditions herein set forth and Tenant and Landlord covenant as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by them to be kept and performed and that this Lease is made upon the condition of such performance.

C. The Premises is to be used solely for the purpose of the delivery and administration of healthcare services and all services ancillary or related thereto. Tenant shall not permit any waste nor permit anything to be done on the Property that will increase the rate of insurance. Without limiting the generality of the foregoing, Tenant is restricted to provide clinical laboratory service, diagnostic or therapeutic service, such as x-ray, audiology, EMG, etc., for major surgical operations, or any other diagnostic service exclusively for its own patients. Tenant shall not use said Premises nor permit same to be used for the retail sale of pharmaceutical drugs nor for the sale, trade, gift or serving of alcoholic or intoxicating liquors of any nature whatsoever, as the same shall be defined under the Statutes of the United States or the State of Illinois, provided that nothing in this paragraph shall prevent a duly licensed practicing physician or dentist from possessing or using alcohol for medical purposes in the strict practice of their profession.

**2.****TERM**

A. The Premises are leased for a "Term" as set forth in the Lease Schedule commencing on the date (the "Commencement Date") which is ninety (90) days after Landlord's Notice to Tenant to commence Tenant Improvements. The lease shall terminate ("Termination

Date”) at the expiration of the Lease Term as set forth in the Lease Schedule. As soon as possible after Landlord’s Notice to Tenant to commence Tenant Improvements Landlord and Tenant shall jointly execute a memorandum (“Joint Memorandum”) setting forth the Commencement Date and “Tenant’s Pro Rata Share” in a form as provided in Exhibit “B”. Tenant’s Pro Rata Share shall mean a fraction, the numerator of which is the number of rentable square feet (RSF) in the Premises, and the denominator of which is the number of rentable square feet in the Building, as determined by Landlord’s architect using BOMA standards.

B. Landlord may, at its sole discretion, terminate the Lease immediately by providing Tenant written notice, should the Tenant be convicted for a crime alleging fraud or other acts of moral turpitude.

C. Tenant shall have the option to renew this Lease for two (2) additional five (5) year terms (“Option Terms”) at the then escalated rental rate. Notice of such intent to exercise each Option Term must be given to Landlord no later than nine (9) months prior to expiration of the preceding term. Landlord will provide notice to Tenant of escalated lease rent within thirty (30) days from such notice from Tenant. Tenant shall have ten (10) days after receipt of such notice to accept such rent.

D. The Lease and Terms hereto are conditioned upon Tenant obtaining a Certificate of Need from the Illinois Health Facility Planning Board on or before May 1, 2001.

### 3.

#### RENT

Tenant shall pay the Base Rent as set forth in the Reference Page, plus all other sums due hereunder (“Additional Rent”), together known as “Rent”, on the first day of each month, or if any item of additional rent is not a recurring payment on a monthly basis, upon Landlord’s demand thereof. Rent shall be paid to the Landlord without deduction, setoff or notice. With the exception of the first late payment in any year, rent not received by the fifth of each month shall bear interest at one and one-half percent (1½%) per month from the due date plus a bookkeeping charge of five percent (5%) of the amount due. This Article shall not affect Landlord’s other remedies.

Base Rent shall increase by the Rent Escalation rate as set forth in the Lease Schedule upon the annual anniversary of the Date of Lease.

### 4.

#### ADDITIONAL RENT

A. Taxes. In addition to the payments of Rent set forth in Article 3 above, Tenant shall pay to Landlord, on the first day of each month of the term, one-twelfth (1/12) of the Tenant’s Pro Rata Share, as set forth in the Reference Page, of estimated real estate taxes or assessments levied against the Property including Landlord’s reasonable expenses (which

Landlord shall use its best efforts to be done on a contingent fee basis) to reduce taxes or assessments during the Lease Term and if exercised, Option Terms. Such proportionate share of estimated real estate taxes, assessments and Landlord's estimate thereof shall be adjusted annually during the Term of the Lease based on actual real estate taxes. Within thirty (30) days after delivery to Tenant by Landlord of a detailed statement of actual taxes, Tenant shall pay to or be reimbursed by Landlord the balance due.

B. **Operating Expenses.** Tenant shall pay to Landlord on the first day of each month of the term, one-twelfth (1/12) of Tenant's Pro Rata Share, as set forth in the Reference Page, of estimated "Operating Expenses" incurred or authorized by Landlord. Tenant's Pro Rata Share of Operating Expenses shall be adjusted annually during the Term of the Lease based on actual Operating Expenses. Within thirty (30) days after delivery to Tenant by Landlord of a detailed statement of actual Operating Expenses, Tenant shall pay to or be reimbursed by Landlord the balance due. Operating Expenses shall mean all expenses, costs and amounts (other than Taxes) of every kind and nature which Landlord shall pay during any calendar year any portion of which occurs during the Term, because of or in connection with the ownership, management, repair, maintenance, replacements, restoration and operation of the Property, including without limitation, any amounts paid for:

a. Utilities for common areas of the Property, including but not limited to electricity, power, gas, steam, oil or other fuel, water sewer, lighting, heating, air conditioning and ventilating;

b. Permits, licenses and certificates necessary to operate, manage and lease the Property;

c. Insurance applicable to the Property, including but not limited to the amount of coverage Landlord is required to provide under this Lease, and loss of rents insurance;

d. Supplies, tools, equipment and materials used in the operation, repair and maintenance of the Property, including cleaning or janitorial services for common areas;

e. Accounting, legal, inspection, consulting, and other services;

f. Any equipment rental (or installment equipment purchase or equipment financing agreements), or maintenance and servicing agreements;

g. Wages, salaries and other compensation and benefits for all persons, whether full or part-time, directly engaged in the management, operation, maintenance or security of the Property, and employer's Social Security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages, salaries, compensation and benefits;

h. Operation, repair, maintenance and replacement of all systems and equipment and components thereof, janitorial service, alarm and security service, fire protection, window cleaning, trash removal, cleaning of building walls, replacement of wall and floor coverings,

ceiling tiles and fixtures in lobbies, corridors, restrooms and other common or public areas or facilities and roof repairs and replacements;

i. Capital expenditures under \$10,000.00 in any single instance and capital expenditures made to reduce Operating Expenses, or for replacements deemed necessary by Landlord or its Mortgagee to preserve the value of the Property or for additions or new improvements of non-structural items located in the common areas of the Property required to keep such areas in good condition; provided all such permitted capital expenditures (together with reasonable financing charges) shall be amortized for purposes of this Lease over the useful life of each respective improvement; and

j. The management fee paid to Landlord's management agent ("Property Manager"), which management fee is to be in lieu of all salaries and employment expenses of any on-site manager and all general overhead of operating the central offices of Landlord and the manager of the Building, in the initial amount of five percent (5%) of all gross rental revenues received from tenants of the Building, subject to adjustment based on the prevailing ordinary and customary management fees being charged from time to time in the immediate area.

k. Repair, maintenance and replacement of parking areas, property or building signage, landscaping and irrigation, and building security and services.

Notwithstanding the foregoing, Operating Expenses shall not include: janitorial services, repair or replacement of roof, roof drains, exterior walls and structural elements of the Building (with the exception of preventive maintenance), fines or penalties incurred by Landlord, all costs related to initial construction of the Building and site work and corrective items thereto, all utility costs that are separately metered (e.g., gas, electricity, heating and cooling), depreciation, interest and amortization on mortgages, and other debt costs, if any; legal fees in connection with leasing, tenant disputes or enforcement of leases; real estate brokers' leasing commissions; improvements or alterations to tenant spaces; the cost of providing any service directly to and paid directly by any tenant; any costs expressly excluded from Operating Expenses elsewhere in this Lease; costs of any items to the extent Landlord receives reimbursement from insurance proceeds or from a third party (such proceeds to be deducted from Operating Expenses in the year in which received); or "excess overhead and profit charge", which shall mean: amounts paid to subsidiaries or affiliates of Landlord for services on or to the Building, including management fees, to the extent only that the cost of such services exceed customary and ordinary competitive costs of such services were they not so rendered by a subsidiary or affiliate.

C. Operating Expenses. Landlord reserves the right to make reasonable adjustments to the Operating Expense estimate on an annual basis. Tenant, upon prior notice to and approval of Landlord which shall not be unreasonable withheld, may contract directly for any goods or services, the cost of which would otherwise be includable in Operating Expenses (exclusive of those items listed in articles 4.B.b., c., e., g. and j.). Tenant shall hold Landlord harmless from and indemnify Landlord and Property Manager in accordance with Article 11 herein. Should such goods and services be contracted directly by Tenant, Landlord is thereby relieved of any obligation to perform such work. Should Tenant fail to obtain such goods and services within a

reasonable time, Landlord has the right but not the obligation to obtain such goods and services and be compensated by Tenant in the following month's billing.

D. If the Building is not at least ninety-five (95%) percent occupied by tenants during all or a portion of any calendar year, then Landlord may elect to make an appropriate adjustment, based upon generally accepted accounting principles applied on a cash basis, for such year of components of Operating Costs and the amounts thereof which may vary depending upon the occupancy level of the Building or with the number of tenants using the service, such that tenants then occupying space in the Building will pay their respective proportionate shares of the amount of such variable components of Operating Costs which would have been incurred if the Building had been ninety-five (95%) percent occupied during the entire calendar year and Landlord had paid or incurred such costs and expenses for the calendar year. Any such adjustments shall be deemed costs and expenses paid or incurred by Landlord and, at Landlord's option may be included in Operating Costs for such calendar year.

E. Landlord's Records. Landlord shall maintain records respecting Taxes and Operating Expenses and determine the same in accordance with generally accepted accounting principles applied on a cash basis, and management practices. Tenant shall be allowed access to review or copy Landlord's records of relevant computation of Operating Expenses and Taxes.

## 5.

### **CONSTRUCTION OF THE BUILDING AND PREMISES**

A. Definitions Relation to Construction. The following terms have the meanings set forth below:

"Landlord's Work" – the construction and substantial completion of the Building, as required by the Plans.

"Tenant Improvements" – the work to be performed in the Premises to ready the Premises for Tenant's intended use and occupancy thereof, as required by the Plans.

"Substantial Completion" or "Substantially Complete" - as used in this Lease shall mean that, in accordance with the Plans (i) the Building is complete to the extent that Tenant can begin construction and installation of the Tenant Improvements or, (ii) that the Premises are substantially complete, except for punch list items which do not materially hinder Tenant in the use and occupancy of the Premises, and (iii) Landlord's architect has so certified to Landlord and Tenant.

"Tenant Delays" – delays due to the time necessary to process and implement change orders requested by Tenant that affect the construction schedule for the Building.

"Unavoidable Delays" – delays or interruptions due to weather, strikes, lockouts, labor trouble, transportation problems, acts of God, inability to obtain labor or materials, failure of power, restrictive governmental laws or regulations, condemnations, enemy action, civil



commotion, fire, casualty, or other similar causes beyond the reasonable control of Landlord or Tenant.

B. **Landlord's Work.** Subject to the provisions of this Article 5, Landlord shall exert reasonable efforts to begin construction of the Building the later of one hundred twenty (120) days after this Lease has been fully executed, or thirty (30) days after Tenant obtaining Certificate of Need (the last day of such applicable time period being hereinafter referred to as the "Construction Commencement Date"). Landlord's Work shall be substantially complete not later than one hundred fifty (150) days (the "Target Date") after the construction Commencement Date. Landlord's Work shall be performed in a good and workmanlike manner with new materials of good quality, and shall comply with all applicable governmental permits, zoning and other laws, ordinances, and regulations including provisions of the Americans with Disabilities Act. At such time as Landlord's Work is Substantially Complete, Landlord shall furnish the certificate of its architect to Tenant and shall cause its architect to certify to Tenant the rentable square footage of the Building and Tenant's Pro Rata Share. If Landlord's Work is not completed by the Target Date, this Lease shall continue in full force and effect, and no liability shall arise against Landlord out of any such delay except that Rent shall abate until the Premises are Substantially Complete; provided however, there shall be no abatement of rental if the Premises are not ready for Tenant's occupancy due to Tenant Delays.

C. **Tenant Plans.** Tenant shall advise Tenant's architect concerning the Tenant's requirements for the Premises to be reflected in the preparation of the schematic design plans (the "Tenant Plans") which are to be approved in writing by Tenant on or before the earlier of sixty (60) days after this Lease is signed. The Tenant Plans approved by Tenant shall be submitted to Landlord for Landlord's approval, which shall not be unreasonably withheld.

D. **Tenant Improvements.** Subsequent to Landlord's approval of the Tenant Plans, Tenant shall deliver to Landlord construction drawings of the Premises within forty-five (45) days of approval of Tenant Plan. Landlord shall approve such drawings within ten (10) days and attached hereto as Exhibit "C" and made a part hereof. As soon as Landlord's work shall have progressed to a point where Tenant can do so without interfering with the completion of Landlord's Work, Landlord shall give Notice and Tenant shall commence and diligently pursue the completion of the construction of the Tenant Improvements within ninety (90) days, provided Landlord has approved the construction drawings by the above dates.

E. **Landlord's Contribution.** Landlord will provide demised Tenant space. All exterior walls shall be furred, drywalled, taped and sanded. All building columns and interior demising partitions shall be drywalled, taped and sanded on Tenant side. A minimum of 9'-0" floor to truss height shall be provided. Landlord shall provide electrical service of 400 amps at 480 volts, 3 phase to Tenant's demised space. Landlord shall provide 2" water line to Tenant's demised space. Landlord shall provide roof-top HVAC units at 4 tons per 1,000 useable square feet of Tenant space. Tenant shall be responsible for interior construction compliance with the City of Chicago regulations. Tenant shall be responsible for the installation of furniture, fixtures and equipment. Landlord shall provide \$4.00/RSF contribution for the installation of ceiling tile, grid and light fixtures.

F. Completion. Upon completion of the Tenant Improvements, Tenant shall promptly obtain and furnish to Landlord a sworn statement showing the total cost of Tenant Improvements (including costs resulting from change orders approved by Tenant) with such supporting detail, invoices, affidavits and final lien waivers, as Landlord shall reasonably request. Landlord and Tenant have mutually determined that Tenant shall bear sole responsibility for the cost of Tenant Improvements, except that Tenant shall receive on completion from Landlord the \$4.00/RSF contribution for the installation of ceiling tile, grid and light fixtures.

G. Insurance. Prior to commencement of Tenant Improvement work, Tenant shall furnish Landlord a Certificate of Insurance for Builder's Risk Insurance coverage for the Tenant Improvements during the period of construction.

6.

#### **LANDLORD'S REPAIR**

Landlord shall, at its expense, maintain and keep in good condition and repair, reasonable wear and tear and casualty excepted, only the foundations and the structural soundness of the exterior walls, roofs, private streets, and foundations of the Building and any sidewalks, parking areas and landscaping of the Property. Tenant shall give Landlord reasonable notice of any such need for repairs after which Landlord shall have a reasonable opportunity to repair the same. Landlord's obligation to make repairs is not contingent upon Tenant's notification. Landlord is responsible to correct any latent and patent defects, code or statutory violations (including fines and penalties). Landlord's liability with respect to any repairs or maintenance for which Landlord is responsible shall be limited to the cost of such repairs or maintenance and shall warrant such repairs for one (1) year after initial repair.

7.

#### **ALTERATIONS**

Tenant shall not make or permit any alterations or improvements ("Alterations") without the prior written consent of Landlord, which consent shall not be unreasonably withheld for any non-structural Alteration, unless such Alteration reduces the value or utility of the Premises or the Property. Notwithstanding such consent, Landlord at its option, when consent is granted by Landlord, may require Tenant to remove any Alteration upon termination of this Lease and restore the Premises to good condition or take possession of such Alteration. Tenant shall not be required to obtain consent from Landlord for minor alterations as painting, wallcovering, carpeting, floor tile, or other such decorating in nature.

### REPAIR

Tenant shall maintain the Premises in good condition with the exception of normal wear and tear, promptly making all necessary repairs and replacements, whether ordinary or extraordinary, with materials and workmanship of the same kind and quality as the original, including windows, office entries, interior walls, floors and plumbing fixtures. Tenant shall repair or replace any damage to the Premises or Property caused by Tenant, its agents, employees, customers, or any other person entering the Premises or Property as a result of Tenant's activities. Landlord shall be responsible for repairs and replacements, at Tenant's expense, of electrical systems and fixtures, HVAC and other mechanical systems and sprinkler systems. Tenant may repair or replace the foregoing provided Tenant provides Landlord contract, completion notice and waivers of lien for each repair or replacement through a contractor of its choosing. Landlord will assign all warranties of repairs performed by Landlord to Tenant and shall cooperate with Tenant to enforce such. Tenant shall not do anything to void warranties.

9.

### LIENS

Tenant shall keep the Property and Tenant's leasehold free from liens, encumbrances, hypothecations or pledges of any kind. If Tenant shall not, within thirty (30) days following the imposition of any liens, encumbrances, hypothecations or pledges of any kind cause the same to be released of record, Landlord may cause the same to be released by such means as it shall deem proper, including payment of the claim. Such sums paid shall be considered Additional Rent due Landlord.

10.

### SUBLETTING

A. Tenant shall not assign this Lease or sublet the Premises without prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall remain primarily liable for payment of the Rent and all other obligations hereunder (including provisions of Article 11 herein) even if Landlord collects Rent directly from an assignee or subtenant. Tenant's sole remedy shall be specific performance with respect to any assertions that Landlord's failure to consent to any subletting or assignment is unreasonable. Landlord shall have the option in the event of a proposed assignment or subletting of the entire Premises, to terminate this Lease. Notwithstanding the foregoing, Tenant may assign this Lease or sublet all or a portion of the Premises to an affiliate of Everest Healthcare Services Corporation without the prior consent but notice to Landlord; provided that such assignment or sublease shall not alter the obligations of Everest as guarantor hereunder. Tenant shall notify Landlord of such assignment or sublease within thirty (30) days thereof.

B. Anything to the contrary notwithstanding, Tenant may assign this Lease or any renewal thereof or sublet the Premises or any portion thereof, without Landlord's consent to any corporation resulting from a merger or consolidation with Tenant or to any person or entity which acquires substantially all of the assets of Tenant's in the normal course of business, provided that (i) the assignee or subleasee assumes, in full, the obligations of Tenant under this Lease; (ii) Tenant remains fully liable under this Lease, and (iii) the use of the Premises remains substantially unchanged. Tenant shall provide prior notice to Landlord of assignment within thirty (30) days thereof.

11.

**INDEMNIFICATION**

Except for Landlord's sole gross negligence, willful act or omission of Landlord, its employees or agents (including the Property Manager), Tenant waives any and all claims against Landlord for loss, cost liability, expense or damage to any property or injury to any person arising out of or in connection with this Lease or Tenants' or its agents', employees', licensees', invitees' or guests' use of the Premises or Property. Tenant shall hold Landlord harmless from, and indemnify and defend Landlord and Property Manager against any and all claims, liability or costs for damage to any property, or injury to any person when such injury or damage shall arise from, in part or in whole (a) gross negligence (b) the wrongful act, neglect, or omission of Tenant, its agents, employees or visitors; (c) any work or thing whatsoever done by or on behalf of the Tenant; or (d) any default on the part of the Tenant. The provisions of this Article shall survive the termination of this Lease. The obligations of either party should only be applicable to the extent a particular loss is not covered by insurance.

12.

**INSURANCE**

Tenant agrees to maintain comprehensive public liability and property damage insurance to protect against liability to any visitor, invitee or employee of Tenant, with a comprehensive single limit of Two Million Dollars (\$2,000,000.00). Policies shall name Landlord and Mortgagee's agent as their interest may approve as an additional insured and provide ten (10) days notice of cancellation. Policies shall be delivered to Landlord prior to the Commencement Date and each renewal. Tenants shall maintain property and casualty insurance coverage on all personal property of Tenant located on the Premises. In the event Tenant does not provide or maintain said insurance coverage, Landlord shall purchase said coverage at Tenant's expense. Such expense shall be considered Additional Rent due Landlord. Landlord shall insure the building to its full replacement value and to maintain liability insurance as a component of Operating Expenses.

**WAIVER OF SUBROGATION**

Tenant and Landlord hereby waive their rights of recovery against each other for any loss insured by fire, extended coverage or general liability insurance only if insurance coverage can be obtained by Tenant and Landlord at no additional cost. Each party shall obtain necessary endorsements from their insurer.

14.

**UTILITIES**

Effective upon the Commencement Date and throughout the Tenant's occupancy of the Premises, whether during or after the Term, Tenant shall pay directly for all utility services separately metered to the Premises and not provided as a service of the Building, including as applicable its electric meters, heat, air conditioning, gas, electricity, water, telephone and communication systems, alarm and other security services, janitorial cleaning and trash collection and all other utilities.

15.

**HOLDING OVER**

Without waiving any rights, Landlord shall charge two hundred percent (200%) of the Rent due hereunder for each day Tenant retains possession of the Premises after the Termination Date, and such hold over shall be deemed month-to-month tenancy.

16.

**SUBORDINATION**

This Lease shall be subordinate to any ground lease, lease or mortgage which now or hereafter affects the Property. In the event of attornment by Tenant the ground lessor, lessor or mortgagee shall not be: (a) liable for any act or omission of Landlord; (b) subject to any offsets or defenses which Tenant might have against Landlord; (c) bound by prepayment of more than one (1) month's rent; or (d) liable for refund of any security deposit not paid to such ground lessor, lessor or mortgagee by Landlord.

17.

**RULES**

Tenant shall comply with the Property rules as reasonably set forth from time to time by Landlord. Tenant and Tenant's employees or agents are prohibited from utilizing the lobby, entryways, and sidewalks of Property for smoking or as an employee break area.

**RE-ENTRY BY LANDLORD**

Landlord shall have the right to re-enter the Premises to inspect, to supply services, and to alter or repair the Property, without abatement of rent, and may erect, use and maintain pipes, conduits and other necessary structures, over, under and through the Premises, provided that Tenant shall not be unreasonably inconvenienced. To the extent that such re-entry does not materially interrupt the operation of Tenant's business for more than four (4) hours, Tenant waives any claim for damages, for injury to interference with Tenant's business, and loss of quiet use or enjoyment or other loss.

19.

**DEFAULT**

If Tenant shall (a) default in the payment of Rent if not paid within ten (10) days after Landlord's notice or (b) default in the observance of any other term, covenant or condition of this Lease or other agreement Tenant has with Landlord and fail to remedy or commence to remedy such default within twenty (20) days after notice; or (c) vacate the Premises for one (1) month or (d) allow this Lease to pass to any person except as permitted hereunder; then, Landlord may give Tenant a ten (10) day notice of termination of this Lease (and as permitted by applicable law) and Tenant shall remain liable for damages and Rent due hereunder. If Tenant defaults two (2) times in any six (6) month period, then, notwithstanding the curing of those defaults, any further default shall be deemed to be deliberate, and Landlord may serve a five (5) day notice of termination of this Lease without giving Tenant an opportunity to cure such default. Upon the appointment of a receiver or an assignment of assets for the benefit of creditors, or action taken or suffered by Tenant under any insolvency, bankruptcy, reorganization or other debtor relief act if not dismissed within sixty (60) days, this Lease shall automatically terminate without notice.

20.

**REMEDIES**

If this Lease shall terminate as provided for herein due to a default by Tenant, then Tenant shall pay all Rent until termination and, as damages, any deficiency between the future Rent herein and the rent collected under any reletting, net of all leasing expenses. Landlord may elect not to terminate this Lease but to recover the Rent as the same becomes due or, in advance, the present value of the future Rent. After default (and as permitted by applicable law), Landlord may re-enter the Premises, dispossess Tenant and remove all property without releasing Tenant from any obligation, including payment of Rent. Tenant and Tenant's creditors waive all rights under any law to redeem the Premises, to file claims for damages resulting from such re-entry and expulsion, or to re-enter or repossess the Premises, after Tenant shall have been dispossessed by any judgment.

The non-prevailing party shall pay all of the prevailing party's costs, charges and expenses, including court costs and reasonable attorneys' fees, incurred by the prevailing party in enforcing any provision of this Lease. If Tenant causes Landlord, without Landlord's fault, to become involved or concerned in any litigation, Tenant shall pay all of Landlord's costs, charges and expense, including court costs and reasonable attorneys' fees incurred by Landlord. If Landlord causes Tenant, without Tenant's fault, to become involved or concerned in any litigation, Landlord shall pay all of Tenant's costs, charges and expense, including court costs and reasonable attorneys' fees incurred by Tenant. If Tenant does not promptly perform any of its covenants hereunder including, but not limited to, its obligation to repair and replace pursuant to article 8, then after giving notice and opportunity to cure as provided in article 19(b). Landlord may, but need not make such repairs or replacements or perform such covenants, and Tenant shall pay to Landlord, on demand, the cost thereof. If Landlord does not promptly perform or diligently pursue any of its covenants hereunder, including but not limited to, its obligation to repair and replace pursuant to article 6, then after giving notice and a thirty (30) day opportunity to cure. Tenant may, but need not make such repairs or replacements or perform such covenants, and Landlord shall pay to Tenant, on demand, the cost thereof.

21.

#### **QUIET ENJOYMENT**

Landlord represents and warrants that it has the authority to enter into this Lease and that Tenant, while paying Rent and performing its other covenants and agreements shall peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance from Landlord.

22.

#### **CASUALTY**

If the Premises or any part of the Building shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion of the Premises or the Building untenable, then, provided proceeds of casualty insurance have been made available, Landlord shall proceed to repair and restore the same to its prior existing condition with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's reasonable control. If any such damage renders all or a substantial portion of the Premises or the Building untenable, Landlord shall, with reasonable promptness after the occurrence of such damage and in good faith, estimate the length of time that will be required to substantially complete the repair and restoration of such damage. All rent due, and Operating Expenses shall abate during the period Premises or Building are untenable. If it is estimated that the time to complete such repair and restoration will exceed one hundred eighty (180) days from the date such damage occurred or casualty insurance proceeds are not available for restoration, then Landlord shall have the right to terminate this Lease as of the date of such damage upon giving notice to the Tenant at any time within one hundred twenty (120) days after the date of such damage. Unless this Lease is terminated as provided in the preceding sentence, Landlord shall proceed with reasonable promptness and all due diligence to repair and restore the Premises or the Building, subject to reasonable delays for insurance adjustments and delays

caused by matters beyond Landlord's control, and also subject to zoning laws and building codes then in effect. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease, if such repairs and restoration are not in fact completed within the one hundred eighty (180) days, so long as Landlord shall proceed with reasonable promptness and due diligence. Notwithstanding anything to the contrary herein set forth; (i) if any such damage rendering all or a substantial portion of the Premises or Building untenable shall occur during the last year of the Term but prior to Tenant exercising any Option Terms, then Landlord or Tenant shall have the option to terminate this Lease by written notice to each other within thirty (30) days after the date of such damage; (ii) Landlord have no duty pursuant to this Section to repair or restore any portion of alterations, additions or improvements (1) made by or on behalf of Tenant in the Premises or (2) not be obligated (but may, at its option, so elect) to repair or restore the Premises or Building if the proceeds of insurance available to Landlord are not sufficient to pay for such repair or restoration.

### 23.

#### EMINENT DOMAIN

If possession of any material part of the Property shall be taken under the power of eminent domain, or conveyance in lieu thereof, either party may give the other, within thirty (30) days after such taking, notice terminating this Lease. Landlord shall be entitled to any award, and Tenant hereby assigns any interest it may have in such award. Nothing herein shall preclude Tenant from claiming its own award, under any separate proceeding, dislocation damages and moving expenses, if such amount is not subtracted from Landlord's award. If all or a substantial part of the Building, or any part thereof which includes all or a substantial part of the Premises, shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the Term of this Lease shall end upon and not before the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of the award to or for the benefit of Tenant. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Building, the taking of which would, in Landlord's opinion, prevent the economical operation of the Building, or if the grade of any street or alley adjacent to the Building is changed by any competent authority, and such taking or damage or change of grade makes it necessary or desirable to remodel the Building to conform to the taking or days' notice prior to the date of termination designed in the notice. In either of the events above referred to, Rent shall be apportioned as of the date of the termination. No money or other consideration shall be payable by the Landlord to the Tenant for the right of termination, and the Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by such taking or the change of grade, provided, however, that Tenant shall have the right to pursue separately against the condemning authority any award available separately to Tenant for Tenant's moving and relocation expenses.



**SALE BY LANDLORD**

If the Property is sold or otherwise transferred, Landlord shall be released from any future liability (but not liability prior to sale or transfer) upon any of the covenants or conditions herein and Tenant agrees to look solely to the successor in interest of Landlord. Except as set forth in this article, any such sale or transfer shall not affect this Lease.

25.

**ESTOPPEL CERTIFICATES**

Within ten (10) days of request, Tenant shall execute and deliver to Landlord or any prospective Landlord or mortgagee a statement certifying: (a) the Termination Date; (b) that this Lease is unmodified except as specified; (c) the date to which Rent has been paid; (d) that there are no defaults except as specified; and (e) other matters as reasonably requested.

26.

**SURRENDER OF PREMISES**

Upon termination of this Lease, Tenant will deliver to Landlord possession of the Premises in good condition, broom clean and free of debris and damage, ordinary wear and tear and damage due to casualties covered by casualty insurance excepted. All obligations of Tenant hereunder not fully performed shall survive this Lease. If necessary, Tenant shall pay Landlord the amount necessary to repair and restore the Premises and to remove any alterations deemed undesirable by Landlord if Landlord advises Tenant of such requirement when Landlord's approval of any alteration is given or if constructed without notice to Landlord.

27.

**NOTICES**

Notice shall be in writing and personally delivered, sent by Certified or Registered Mail or using overnight delivery to:

Landlord:	c/o ALTER+CARE, L.L.C., 5500 West Howard Street, Skokie, IL 60077, Attention: Mr. Ronald Siegel, Fax No. (847) 676-4303
With a copy to:	Lawrence M. Freedman, Ash, Anos, Freedman & Logan, L.L.C., 77 West Washington Street, Suite 1211, Chicago, IL 60602, Fax No: (312) 346-1390; and Samuel F. Gould, Alter Asset Management, 1980 Springer Drive, Lombard, IL 60148, Fax No: (630) 620-3606

Tenant: Everest Healthcare Services, Inc. (address to be inserted)

With a copy to: (To be inserted)

28.

#### **FORCE MAJEURE**

Landlord and Tenant shall be excused for the period of any delay and shall not be in default with respect to the performance of any of the terms, covenants, and conditions of this Lease when prevented from so doing by a cause beyond Landlord's or Tenant's reasonable control. This Article shall not apply to Tenant's obligation to timely pay Rent with the exception of a delay exceeding one hundred twenty (120) consecutive hours which renders Premises untenable during such period.

29.

#### **DEFINED TERMS AND MISCELLANEOUS**

The headings herein are for convenience and in no way describe the scope or intent of any article. Any indemnification or insurance of Landlord shall also include Landlord's agents, employees, ground lessor and mortgagee. The terms person, Tenant and Landlord or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural number, individuals, firms, or corporations, and each of their respective successors, executors, administrators, and permitted assigns, according to the context hereof specifically.

If any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall remain in full force and effect. Time is of the essence of this Lease and all of its provisions. Notwithstanding anything herein, this Lease shall create no personal liability on the part of Landlord, and Tenant shall look solely to the equity of the Landlord in the Property for satisfaction of any claims, judgments or awards.

30.

#### **COMMISSIONS**

Each party represents and warrants to the other that it has not dealt with any broker in connection with this Lease, except as noted on the Lease Schedule, and indemnified and holds the other harmless from all liability, costs and expenses incurred as a result of any alleged breach of such warranty.

**PARKING**

Tenant shall have the right to use, in common with other tenants, the parking areas at the parking lot owned and operated by Bethany Hospital located at the northwest corner of Trumbull Avenue and West Van Buren Street. Twelve (12) spaces shall be reserved, with appropriate signage, on the southeastern portion of the parking lot pursuant to rules established by Landlord. Tenant shall not permit any vehicles to be parked outside of designated parking areas. Tenant shall not permit any outside storage or the parking of inoperative vehicles on the Property.

32.

**ENTIRE AGREEMENT**

This Lease contains all agreements of the parties and supersedes any previous understanding or agreement may not be modified except in writing.

33.

**WAIVER OF JURY TRIAL**

Landlord and Tenant hereby waive trial by jury in any proceeding or claim brought against each other, and acknowledge this document as a commercial lease and therefore not construed against one party to the other. Such waiver shall survive the Lease termination. The laws of the State of Illinois shall govern this Lease.

34.

**HAZARDOUS MATERIALS**

Tenant shall not cause or permit to occur:

(i) Any violation of any present or future federal, state or local law, ordinance or regulation related to environmental conditions in or about the Premises, including, but not limited to, improvements or alterations made to the Premises at any time by the Tenant, its agents or contractors, or

(ii) The use, generation, release, manufacture, refining, production, processing, storage or disposal of any "Hazardous Substances" (as hereinafter defined) in or about the Premises, or the transportation to or from the Premises of any Hazardous Substances.

Tenant, at its expense, shall comply with each present and future federal, state and local law, ordinance and regulation related to environmental conditions in or about the Premises of Tenant's use of the Premises, including, without limitation, all reporting requirements and the performance of any cleanups required by any governmental

authorities. Tenant shall indemnify, defend and hold harmless Landlord, and its agents, contractors, mortgagees and employees from and against all fines, suits, claims, actions, damages, liabilities, costs and expenses (including attorney's and consultants' fees) asserted against or sustained by any such person or entity arising out of or in any way connected with Tenant's failure to comply with its obligations under this Article 34, which obligation shall survive the expiration or termination of this Lease. Landlord shall have the right to inspect the Premises, at Tenant's expense, of reasonable suspicion of violation.

Hazardous Substances shall include, without limitation, medical waste, flammables, explosives, radioactive materials, asbestos containing materials (ACMs), polychlorinated biphenyls chemicals known or reasonable believed by medical science to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, petroleum and petroleum products, chlorofluorocarbons (CFCs) and substances declared to be hazardous or toxic under any present or future federal, state or local law, ordinance, rule or regulation.

Landlord, to the best of its knowledge, knows of no asbestos, hazardous waste, PCB transformers or underground storage tanks on the Property.

35.

#### SUBORDINATION

A. This Lease is and shall be expressly subject and subordinate at all times to (i) any present or future ground, underlying or operating lease of the Building or the land, and all amendments, renewals and modifications to any such lease and (ii) the lien of any present or future mortgage or trust deed encumbering fee title to the Building, the land or the leasehold estate under any such lease. If any such mortgage or trust deed be foreclosed, or if any such lease be terminated, upon request of the mortgagee, holder or lessor, as the case may be, Tenant will attorn to the purchaser at the foreclosure sale or to the lessor under such lease, as the case may be. The foregoing provisions are declared to be self-operative, and no further instruments shall be required to effect such subordination and attornment, provided, however, that Tenant agrees, upon request by any such mortgagee, holder, lessor or purchaser at foreclosure, as the case may be, to execute such subordination or attornment instruments as may be reasonably required by such person to confirm such subordination or attornment. If Tenant fails to execute any such instrument within ten (10) days after request, Tenant irrevocably appoints Landlord as its attorney-in-fact, in Tenant's name, to execute such instrument.

B. Should any prospective mortgagee or ground lessor require a material modification or modifications of this Lease, which modification or modifications will not cause an increase in the Rent stipulated hereunder, then and in such event, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are required therefor and deliver the same to Landlord within ten (10) days following the request therefor. Should any prospective mortgagee or ground lessor require execution of a short form of Lease for recording (containing the names of the parties, a description of the Premises, and the term of this Lease) or a certification from the Tenant concerning the Lease in such form as may be required by a

prospective mortgagee or ground lessor, Tenant agrees to execute such short form of lease or certificate and deliver the same to Landlord within ten (10) days following the request therefor.

36.

**SIGNAGE**

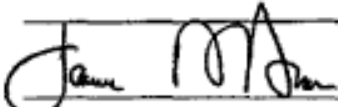
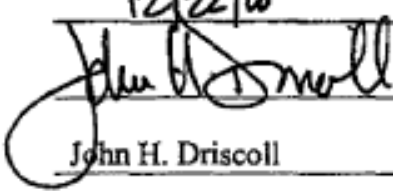
Tenant shall be permitted to place or affix exterior or interior signs visible from the outside or inside of the Premises that only comply with standards established by Landlord and municipal approvals. For purposes of this Lease, Signage shall include all signs, directories, designs, monuments, logos, banners, projected images, pennants, decal, advertisements, pictures, notices, lettering, numerals, graphics or decorations.

37.

**ACCESSIBILITY**

Landlord and Tenant shall comply with all applicable provisions of the Americans With Disabilities (ADA) Act.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease the day and year as indicated on the Lease Schedule.

<b>Tenant:</b>	Everest Healthcare Services Corporation	<b>Landlord:</b>	ALTER+CARE, BH L.L.C., a Delaware limited liability company or its nominee
<b>Dated:</b>		<b>Dated:</b>	12/22/10
<b>By:</b>		<b>By:</b>	
<b>Printed:</b>	Lawrence D. Damron	<b>Printed:</b>	John H. Driscoll
<b>Title:</b>	Chief Financial Officer	<b>Title:</b>	President

Exhibits:

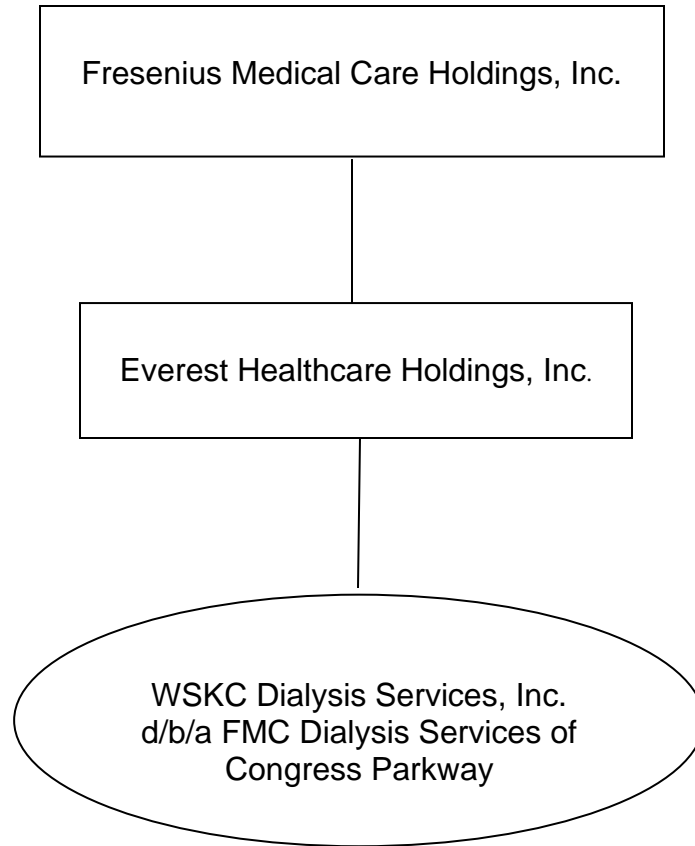
- Exhibit A: Premises
- Exhibit B: Joint Memorandum
- Exhibit C: Tenant Improvements

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

Exact Legal Name: WSKC Dialysis Services, Inc. d/b/a FMC Dialysis Services of Congress Parkway					
Address: 920 Winter Street, Waltham, MA 02451					
<input type="checkbox"/>	Non-profit Corporation	<input type="checkbox"/>	Partnership		
<input checked="" type="checkbox"/>	For-profit Corporation	<input type="checkbox"/>	Governmental		
<input type="checkbox"/>	Limited Liability Company	<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Other
<ul style="list-style-type: none"><li>○ Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.</li><li>○ 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.</li><li>○ <b>Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.</b></li></ul>					

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

**Section I, Identification, General Information, and Certification**  
**Organizational Chart**



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

<b>Project Number</b>	<b>Project Name</b>	<b>Project Type</b>	<b>Completion Date</b>	<b>Comment</b>
#19-035	Fresenius Medical Care Jackson Park	Relocation	12-31-2023	Undergoing shell construction
#22-005	Fresenius Medical Care McLean	Discontinuation	12-31-2023	Discontinuation will occur upon relocation.
#22-006	County Relocation	Establishment	12-31-2023	Interior build-out underway



**Section II, Discontinuation**  
**Criterion 1110.290(a), General Information Requirements**

- 1. Identify the category of service and the number of beds, if any, that are to be discontinued.**  
WSKC Dialysis Services, Inc. proposes to discontinue the FMC Dialysis Services of Congress Parkway ESRD facility located at 3410 W. Van Buren Street, Chicago, consisting of 30 ESRD stations.
- 2. Identify all of the other clinical services that are to be discontinued.**  
There are no other services to be discontinued.
- 3. Provide the anticipated date of discontinuation for each identified service.**  
The facility plans to discontinue its ESRD services on February 28, 2023, pending Board approval.
- 4. Provide the anticipated use of the physical plant and equipment after the discontinuation occurs.**  
The leased space will be released back to the landlord upon facility closure.
- 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.**  
The medical records of the facility's active patients will be sent to the facility at which such individuals elect to receive dialysis treatments following the discontinuation of services. All records will be maintained according to Fresenius' record retention policies.
- 6. Provide copies of the notices that were provided to the local media that would routinely be notified about facility events.**  
Proof of notification published in the local media located at Attachment 10.
- 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.**  
Discontinuation notification letters were sent to all required local and State officials. Letters and delivery receipts are located at Attachment 10.
- 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.**

Certification located at Attachment 10.

# Chicago Sun-Times Certificate of Publication

FRESENIUS KIDNEY CARE  
Discontinue Hemodialysis Treatment Center  
ADORDERNUMBER: 0001153344-01  
PO NUMBER: Discontinue Hemodialysis  
AMOUNT: 230.00

State of Illinois - County of Cook

NO OF AFFIDAVITS: 1

Chicago, IL - In accordance with the requirements of the Illinois Health Facilities and Services Review Board (HFSRB) notice is given that the Fresenius Kidney Care Congress Parkway dialysis facility, located at 3410 W. Van Buren Street, Chicago, Illinois, proposes to discontinue its hemodialysis treatment center on February 28, 2023, subject to and after approval by HFSRB. Submission of the application to HFSRB to discontinue the facility is expected by January 25, 2023, and information about the proposed discontinuation may be found on the HFSRB website at [www2.illinois.gov/sites/hfsrb/Pages/default.aspx](http://www2.illinois.gov/sites/hfsrb/Pages/default.aspx)

Note: Notice appeared in the following checked positions.

**PUBLICATION DATE(S):** 01/19/2023

Chicago Sun-Times

**Criterion 1110.290(a), 7 Official Notifications**

The notification letter on the following page was sent via certified mail to John Kniery, Administrator of the Illinois Health Facilities and Services Review Board. The same letter was also sent via certified mail to:

- Theresa Eagleson, Illinois Department of Public Healthcare and Family Services
- Sameer Vohra, M.D., J.D., M.A., Director of Illinois Department of Public Health
- 28<sup>th</sup> Ward Alderman Jason C. Ervin
- Illinois State Senator Patricia Van Pelt
- Illinois State Representative Jawaharial Willaims

Note: The notification letter mistakenly stated February 28, 2022, as the discontinuation date, when it should have been February 28, 2023.



December 20, 2022

Via Certified Mail

John Kniery  
Administrator  
Illinois Health Facilities and Services Review Board  
525 West Jefferson Street, 2<sup>nd</sup> Floor  
Springfield, IL 62761

**Re: Fresenius Medical Care Congress Parkway**

Dear Mr. Kniery:

I am writing to inform you that Fresenius Medical Care intends to file a Certificate of Need application with the Illinois Health Facilities and Services Review Board (HFSRB) seeking approval to permanently discontinue the Fresenius Medical Care Congress Parkway dialysis facility located 3410 W. Van Buren Street, Chicago, Illinois.

Closing a clinic is not something we consider lightly; however, the following circumstances have led us to take this action. The Congress Parkway 30-station dialysis clinic has been at its current location for 20 years. In the last decade there have been many changes in the Chicago dialysis market, with new nephrologists and providers creating a change in physician referral patterns. Along with the market changes, the pandemic has brought about a severe patient-care staff shortage in Chicago, as well as across the country. This shortage has made it difficult for us to adequately staff some of our clinics, Congress Parkway being one of them. We have already had patients transfer from the facility to other nearby Fresenius Medical Care clinics due to a reduction in operational hours related to the shortage. There are currently only 49 patients resulting in a 27% utilization rate. With the declining utilization and staffing shortages, it was decided to concurrently transfer patients and staff to nearby clinics of their choice, allowing continued access to dialysis services with adequate staffing.

We operate over 30 dialysis clinics in Health Service Area 6, the City of Chicago, that are at a combined utilization rate of approximately 60%, below the HFSRB's target rate of 80%. Much of this decline is due to new facilities, the pandemic and to an initiative encouraging those patients who choose, the option of home dialysis. Current Congress Parkway facility patients will easily be accommodated at any of the other nearby Fresenius Medical Care facilities assuring access to care will be maintained. Patients will continue to have access to dialysis home therapies training as well. The facility will continue operations until all patients have been transferred to a clinic of their choice. We anticipate the facility will close, pending HFSRB approval, no later than February 28, 2022.



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Fresenius Medical Care remains committed to kidney disease initiatives in Illinois and Chicago communities. We partner with the National Kidney Foundation of Illinois to bring kidney disease education and screening to neighborhoods. We also partner with physicians to offer chronic kidney disease education to pre-dialysis patients on prolonging their kidney function, along with education on treatment options.

If you have any questions or concerns, please contact me at 630-669-3830.

Sincerely,

A handwritten signature in black ink, appearing to read 'Teri Gurchiek'.

Teri Gurchiek  
Group Vice President of Operations

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Postage \$0.60

Total Postage and Fee \$4.60

Sent To: **John Kniery  
Administrator**

City, State, ZIP+4®: **Springfield, IL 62761**

PS Form 3811, July 2015 PSN 7530-02-000-8033

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Certified Mail Fee \$4.00

Extra Services & Fees (check box, add fee to appropriate fee)  
 Return Receipt (hardcopy) \$0.00  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Postage \$0.60

Total Postage and Fee \$4.60

Sent To: **Director Theresa Eagleson**

City, State, ZIP+4®: **Chicago, IL 60607**

PS Form 3811, July 2015 PSN 7530-02-000-8033

**SENDER: COMPLETE THIS SECTION**

1. Article Number (Transfer from service label)  
**7020 2450 0001 0274 9126**

2. Article Number (Transfer from service label)  
**9590 9402 3314 7196 1556 67**

3. Complete items 1, 2, and 3.  
 ■ Print your name and address on the reverse so that we can return the card to you.  
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

**1. John Kniery  
Administrator  
Illinois Health Facilities and Services  
Review Board  
525 W. Jefferson Street, 2nd Floor  
Springfield, IL 62761**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
*John Kniery*

B. Received by (Printed Name)  Address  
*John Kniery*

C. Date of Delivery  Yes  No

D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below:

3. Service Type  
 Adult Signature Restricted Delivery  
 Adult Signature Restricted Delivery  
 Certified Mail  
 Certified Mail Restricted Delivery  
 Collect on Delivery Restricted Delivery  
 Insured Mail  
 Insured Mail Restricted Delivery  
 Priority Mail Express®  
 Registered Mail™  
 Registered Mail Restricted Delivery  
 Return Receipt for Merchandise  
 Signature Confirmation®  
 Signature Confirmation Restricted Delivery

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

1. Article Addressed to:  
**Director Theresa Eagleson  
Illinois Department of Healthcare and Family Services  
401 S. Clinton Street  
Chicago, IL 60607**

2. Article Number (Transfer from service label)  
**7020 2450 0001 0274 9126**

3. Article Number (Transfer from service label)  
**9590 9402 3314 7196 1556 05**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Address

B. Received by (Printed Name)  Date of Delivery

C. Date of Delivery  Yes  No

D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below:

3. Service Type  
 Adult Signature Restricted Delivery  
 Adult Signature Restricted Delivery  
 Certified Mail  
 Certified Mail Restricted Delivery  
 Collect on Delivery Restricted Delivery  
 Insured Mail  
 Insured Mail Restricted Delivery  
 Priority Mail Express®  
 Registered Mail™  
 Registered Mail Restricted Delivery  
 Return Receipt for Merchandise  
 Signature Confirmation®  
 Signature Confirmation Restricted Delivery

Domestic Return Receipt

Discontinuation – Notification Receipt  
ATTACHMENT 10

U.S. Postal Service™  
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Chicago, IL 60607

**OFFICIAL USE**

Certified Mail Fee \$4.00

Extra Services & Fees (check box, add fee to postage):  
 Return Receipt (hardcopy) \$0.00  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Postage \$0.60

Total Postage and Fees \$7.85

Postmark: Here

12/20/2022

Send To: Alderman Jason C. Ervin  
 2622 W. Jackson Blvd., 2nd Floor  
 Chicago, IL 60612

PG Form 3811, April 2015 revision 02-2016-0147 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

1. Article Addressed to:  
 Alderman Jason C. Ervin  
 2622 W. Jackson Blvd., 2nd Floor  
 Chicago, IL 60612

2. Article Addressed to:  
 9590 9402 3314 7196 1556 50

7020 2450 0001 0274 9102

PG Form 3811, July 2016 PSN 7530-02-000-8039

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature: *Jason Ervin*  Agent  Addressee

B. Received by (Printed Name): *Jason Ervin* C. Date of Delivery: *12/26/22*

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3. Service Type:  
 Adult Signature Restricted Delivery  
 Adult Signature Restricted Delivery  
 Certified Mail  
 Certified Mail Restricted Delivery  
 Outset on Delivery Restricted Delivery  
 Insured Mail  
 Insured Mail Restricted Delivery

4. Priority Mail Express®  
 Registered Mail™  
 Registered Mail Restricted Delivery  
 Return Receipt for Merchandise  
 Signature Confirmation™  
 Signature Confirmation Restricted Delivery

U.S. Postal Service™  
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For delivery information, visit our website at [www.usps.com](http://www.usps.com)™

Chicago, IL 60607

**OFFICIAL USE**

Certified Mail Fee \$4.00

Extra Services & Fees (check box, add fee to postage):  
 Return Receipt (hardcopy) \$0.00  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Postage \$0.60

Total Postage and Fees \$7.85

Postmark: Here

12/20/2022

Send To: Senator Patricia Van Pelt  
 1016 W. Jackson Blvd.  
 Chicago, IL 60607

PG Form 3811, April 2015 revision 02-2016-0147 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

1. Article Addressed to:  
 Senator Patricia Van Pelt  
 1016 W. Jackson Blvd.  
 Chicago, IL 60607

2. Article Addressed to:  
 9590 9402 3314 7196 1556 81

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature: *Patricia Van Pelt*  Agent  Addressee

B. Received by (Printed Name): *Patricia Van Pelt* C. Date of Delivery: *12/26/22*

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3. Service Type:  
 Adult Signature Restricted Delivery  
 Adult Signature Restricted Delivery  
 Certified Mail  
 Certified Mail Restricted Delivery  
 Outset on Delivery Restricted Delivery  
 Insured Mail  
 Insured Mail Restricted Delivery

4. Priority Mail Express®  
 Registered Mail™  
 Registered Mail Restricted Delivery  
 Return Receipt for Merchandise  
 Signature Confirmation™  
 Signature Confirmation Restricted Delivery

Discontinuation – Notification Receipt  
 ATTACHMENT 10

7020 2450 0001 0274 9069

**U.S. Postal Service™**  
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Chicago, IL 60612

**OFFICIAL USE**

Certified Mail Fee	\$4.00	0480 25
Extra Services & Fees (check box, add fee for each option)	\$7.85	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.60	12/20/2022
Total Postage and Fees	\$7.85	

Representative Jawaharial Williams  
2532 W. Warren Blvd., Suite A  
Chicago, IL 60612

PS Form 3800, April 2015 FIM 5500-00-000-0047 See Reverse for Instructions

7020 2450 0001 0274 9119

**U.S. Postal Service™**  
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*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Chicago, IL 60603

**OFFICIAL USE**

Certified Mail Fee	\$4.00	0480 25
Extra Services & Fees (check box, add fee for each option)	\$7.85	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.60	12/20/2022
Total Postage and Fees	\$7.85	

Director Sameer Vohra, M.D., J.D., M.A.  
Illinois Department of Public Health  
122 South Michigan Avenue, 7<sup>th</sup> Floor  
Chicago, IL 60603

PS Form 3800, April 2015 FIM 5500-00-000-0047 See Reverse for Instructions

Discontinuation – Notification Receipt  
ATTACHMENT 10



Criterion 1110.290(a), 8 Certification



January 18, 2023

Debra Savage  
Chair  
Illinois Health Facilities and Services Review Board  
525 W. Jefferson Street, 2<sup>nd</sup> Floor  
Springfield, IL 62761

Dear Chair Savage:

In accordance with 77 Ill. Admin Code 1110.290(a)(6) of the Illinois Health Facilities & Services Review Board Application for Certificate of Need; I do hereby certify that all questionnaires and data required by the Health Facilities & Services Review Board or the Illinois Department of Public Health (IDPH) (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation and that the required information will be submitted no later than 60 days following the date of discontinuation.

Sincerely,

Holley Kelly  
Regional Vice President

Notarization:

Subscribed and sworn to before me  
this 19<sup>th</sup> day of January, 2023

  
Signature of Notary

Seal



**Section II, Discontinuation**  
**Criterion 1110.290(b) Reasons for Discontinuation**

The Congress Parkway 30-station dialysis clinic has been at its current location for 20 years. In the last decade there have been many changes in the Chicago dialysis market, with new nephrologists and providers creating a change in physician referral patterns. Along with the market changes, the pandemic has brought about a patient-care staff shortage in Chicago, as well as across the country. This shortage has made it difficult to adequately staff some of our clinics, Congress Parkway being one of them. We have had many patients choose to transfer from Congress Parkway to other nearby Fresenius Medical Care (“Fresenius” or “Fresenius Kidney Care”) clinics due to a reduction in operational hours related to the staff shortage.

There are currently only 49 patients at Fresenius Congress Parkway, resulting in a 27% utilization rate. With the declining utilization and staffing shortages, the decision was made to discontinue the Congress Parkway facility and permit staff to transfer to nearby Fresenius clinics. This will allow patients who choose to treat at any nearby clinic, continued access to dialysis services in clinics with adequate staffing.

Fresenius Medical Care operates over 30 dialysis clinics in Health Service Area 6, the City of Chicago, that are at a combined utilization rate of approximately 60%, below the HFSRB’s target rate of 80%. Much of this decline is due to the establishment of new ESRD facilities, the pandemic, and to an initiative promoting the option of home dialysis. Current patients receiving dialysis treatments at the Congress Parkway facility can be accommodated for treatment at any nearby Fresenius facility in the geographic service area if they so choose. This will assist in ensuring continued access to dialysis services, including home therapies.

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

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

The discontinuation of the Congress Parkway facility will not have an adverse effect upon access to dialysis services in HSA 6. As of the December 2022 State ESRD station inventory, there is a need for only 13 stations in this HSA. Fresenius Medical Care North America and/or its affiliates, operate over 30 dialysis clinics in Health Service Area 6, the City of Chicago, that are at a combined utilization rate of approximately 60%, below the HFSRB's target rate of 80%. Current Patients receiving treatment at the Congress Parkway facility can be accommodated at any of the nearby Fresenius facilities. This will assist in ensuring continued access to dialysis treatments, including home dialysis therapies.

- 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 planning area.**

Requests for an impact statement were sent out to area providers in the 5-mile geographic service area. Any responses received will be forwarded to Board Staff. Letters and confirmation of shipment are attached on the following pages.

**Section II, Discontinuation**  
**Criterion 1110.290(c) 2,**

The request for an impact statement on the following page was sent via UPS overnight delivery to the sixteen ESRD facilities in the geographic service area of the Congress Parkway facility.

- DaVita Brighton Park Dialysis, Chicago
- DaVita Garfield Dialysis, Chicago
- DaVita Lawndale Dialysis, Chicago
- DaVita Lincoln Park Dialysis, Chicago
- DaVita Little Village Dialysis, Chicago
- DaVita Logan Square Dialysis, Chicago
- DaVita Loop Dialysis, Chicago
- DaVita Marshall Square Dialysis, Chicago
- DaVita Ogden Dialysis, Cicero
- DaVita West Side Dialysis, Chicago
- Circle Medical Management Dialysis, Chicago
- Maple Avenue Kidney Center, Oak Park
- St. Anthony Hospital Dialysis, Chicago
- University of Illinois Hospital Dialysis, Chicago
- Mt. Sinai Medical Center Dialysis, Chicago
- Stroger Hospital Dialysis, Chicago

Overnight shipment receipts are located at Attachment 10.

Section II, Discontinuation  
Criterion 1110.290(c) 2,



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

January 24, 2023

Facility Manager

Dear Facility Manager:

The purpose of this letter is to inform you that Fresenius Medical Care is in the process of compiling a Certificate of Need application to be submitted to the Illinois Health Facilities & Services Review Board ("HFSRB") to permanently close its Congress Parkway 30-station dialysis center located at 3410 W. Van Buren Street, Chicago.

The estimated date that this closure will occur is February 28, 2023, pending HFSRB approval. For the past two calendar years (2021 & 2022) the Congress Parkway facility provided 19,937 dialysis treatments to approximately 125 end stage renal disease (ESRD) patients. Prior to closing, arrangements will be made for all 49 current patients to transfer to an area Fresenius Medical Care in-center facility, home therapies training facility, or to any other provider/facility of their choosing. We do not expect that there will be any adverse impact to care for patients in this market area, nor to any other area dialysis providers because area Fresenius Medical Care clinics have sufficient capacity to accommodate the 49 patients.

In keeping with the rules of the Illinois Health Facilities & Services Review Board, I am asking for a response from you in the form of an impact statement regarding our proposed project as it relates to your facility. Any response should be received within 15 days of receipt of this letter. Per the rules you are not required to respond, however note that no response will constitute a non-rebuttable assumption that the discontinuation will not have an adverse impact for your facilities.

Thank you for your time and attention to this matter. If you have any questions or concerns, please feel free to contact me at 630-960-6807.

Sincerely,

Lori Wright  
Senior CON Specialist



Section II, Discontinuation  
Criterion 1110.290(c) 2,

Transaction Date: 24 Jan 2023

Tracking Number:

1ZE3E1451392258588

① Address Information

Ship To:

Circle Medical Management  
Dialysis  
1426 W. Washington Blvd.  
CHICAGO IL 606071821  
Telephone:(312) 629-1424

Ship From:

FreseniusKidneyCare DownersG  
rove  
Lorilyn Wright  
3500 Lacey Rd  
suite 900  
Downers Grove IL 60515  
Telephone:630-960-6807  
email:lori.wright@fmc-na.com

Return Address:

FreseniusKidneyCare DownersGrove  
Lori Wright  
3500 Lacey Rd  
suite 900  
Downers Grove IL 60515  
Telephone:630-960-6807 email:lori.wright@fmc-na.com



Transaction Date: 24 Jan 2023

Tracking Number:

1ZE3E1451394104794

① Address Information

Ship To:

Maple Avenue Kidney Center  
Facility Manager  
610 S. Maple Avenue  
Suite 4100  
OAK PARK IL 603042816  
Telephone:(708) 660-4100

Ship From:

FreseniusKidneyCare DownersG  
rove  
Lorilyn Wright  
3500 Lacey Rd  
suite 900  
Downers Grove IL 60515  
Telephone:630-960-6807  
email:lori.wright@fmc-na.com

Return Address:

FreseniusKidneyCare DownersGrove  
Lori Wright  
3500 Lacey Rd  
suite 900  
Downers Grove IL 60515  
Telephone:630-960-6807 email:lori.wright@fmc-na.com



Transaction Date: 24 Jan 2023

Tracking Number:

1ZE3E1451399639716

① Address Information

Ship To:

St. Anthony Hospital Dialysis  
Facility Manager  
2055 W. 25th Street  
CHICAGO IL 606234131  
Telephone:(773) 664-4470

Ship From:

FreseniusKidneyCare DownersG  
rove  
Lorilyn Wright  
3500 Lacey Rd  
suite 900  
Downers Grove IL 60515  
Telephone:630-960-6807  
email:lori.wright@fmc-na.com

Return Address:

FreseniusKidneyCare DownersGrove  
Lori Wright  
3500 Lacey Rd  
suite 900  
Downers Grove IL 60515  
Telephone:630-960-6807 email:lori.wright@fmc-na.com



Transaction Date: 24 Jan 2023

Tracking Number:

1ZE3E1451390607972

① Address Information

Ship To:

University of IL Hospital Dialysis  
Facility Manager  
1859 W. Taylor Street  
Room 1003  
CHICAGO IL 606124319  
Telephone:(312) 413-5202

Ship From:

FreseniusKidneyCare DownersG  
rove  
Lorilyn Wright  
3500 Lacey Rd  
suite 900  
Downers Grove IL 60515  
Telephone:630-960-6807  
email:lori.wright@fmc-na.com

Return Address:

FreseniusKidneyCare DownersGrove  
Lori Wright  
3500 Lacey Rd  
suite 900  
Downers Grove IL 60515  
Telephone:630-960-6807 email:lori.wright@fmc-na.com



Section II, Discontinuation  
Criterion 1110.290(c) 2,

Transaction Date: 24 Jan 2023

Tracking Number:

1ZE3E1451394522609

① Address Information

Ship To:

Mt. Sinai Hospital Dialysis  
Facility Manager  
2700 W. 15th Street  
Chicago IL 60608  
Telephone:(773) 257-6686

Ship From:

FreseniusKidneyCare.DownersG  
rove  
Lorilyn Wright  
3500 Lacey Rd  
suite 900  
Downers Grove IL 60515  
Telephone:630-960-6807  
email:lori.wright@fmc-na.com

Return Address:

FreseniusKidneyCare.DownersGrove  
Lori Wright  
3500 Lacey Rd  
suite 900  
Downers Grove IL 60515  
Telephone:630-960-6807 email:lori.wright@fmc-na.com



Transaction Date: 24 Jan 2023

Tracking Number:

1ZE3E1451392136969

① Address Information

Ship To:

Stroger Hospital Dialysis Facility  
Facility Manager  
1901 W. Harrison Street  
CHICAGO IL 606123714  
Telephone:(312) 864-4600

Ship From:

FreseniusKidneyCare.DownersG  
rove  
Lorilyn Wright  
3500 Lacey Rd  
suite 900  
Downers Grove IL 60515  
Telephone:630-960-6807  
email:lori.wright@fmc-na.com

Return Address:

FreseniusKidneyCare.DownersGrove  
Lori Wright  
3500 Lacey Rd  
suite 900  
Downers Grove IL 60515  
Telephone:630-960-6807 email:lori.wright@fmc-na.com



Transaction Date: 25 Jan 2023

Tracking Number:

1ZE3E1451393848019

① Address Information

Ship To:

DaVita Brighton Park  
Facility Manager  
4737 S California Avenue  
CHICAGO IL 606322015  
Telephone:1-800-424-6589

Ship From:

FreseniusKidneyCare.DownersG  
rove  
Lorilyn Wright  
3500 Lacey Rd  
suite 900  
Downers Grove IL 60515  
Telephone:630-960-6807  
email:lori.wright@fmc-na.com

Return Address:

FreseniusKidneyCare.DownersGrove  
Lori Wright  
3500 Lacey Rd  
suite 900  
Downers Grove IL 60515  
Telephone:630-960-6807 email:lori.wright@fmc-na.com



Section II, Discontinuation  
Criterion 1110.290(c) 2,

Tracking Number: 1ZE3E1451391869741

① Address Information

<b>Ship To:</b> DaVita Garfield Dialysis Facility Manager 414 N. Holmes Avenue CHICAGO IL 606241646 Telephone: (833) 415-1294	<b>Ship From:</b> FreseniusKidneyCare.DownersG rove Lorlyn Wright 3500 Lacey Rd suite 900 Downers Grove IL 60515 Telephone:630-960-6807 email:lori.wright@fmc-na.com	<b>Return Address:</b> FreseniusKidneyCare.DownersGrove Lori Wright 3500 Lacey Rd suite 900 Downers Grove IL 60515 Telephone:630-960-6807 email:lori.wright@fmc-na.com
--	--	--

Transaction Date: 23 Jan 2023

Tracking Number: 1ZE3E1451397254242

① Address Information

<b>Ship To:</b> DAVITA LAWRENCE DIALYSIS FACILITY MANAGER 8934 W. 24TH STREET CHICAGO IL 606233371 Telephone:8333042721	<b>Ship From:</b> FRESNIUSKIDNEYCARE.DOWN ERSGROVE LORELYN WRIGHT 3500 LACEY RD SUITE 900 DOWNERS GROVE IL 60515 Telephone:6309606807	<b>Return Address:</b> FRESNIUSKIDNEYCARE.DOWNERSGROVE LORI WRIGHT 3500 LACEY RD SUITE 900 DOWNERS GROVE IL 60515 Telephone:6309606807
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Transaction Date: 23 Jan 2023

Tracking Number: 1ZE3E1451398229296

① Address Information

<b>Ship To:</b> DaVita Lincoln Park Dialysis Facility Manager 2434 N. Elston Avenue CHICAGO IL 606472602 Telephone:(833) 394-2721	<b>Ship From:</b> FreseniusKidneyCare.DownersG rove Lorlyn Wright 3500 Lacey Rd suite 900 Downers Grove IL 60515 Telephone:630-960-6807 email:lori.wright@fmc-na.com	<b>Return Address:</b> FreseniusKidneyCare.DownersGrove Lori Wright 3500 Lacey Rd suite 900 Downers Grove IL 60515 Telephone:630-960-6807 email:lori.wright@fmc-na.com
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Transaction Date: 23 Jan 2023

Tracking Number: 1ZE3E1451397143675

① Address Information

<b>Ship To:</b> DaVita Little Village Dialysis Facility Manager 2335 W. Cermak Road CHICAGO IL 606083811 Telephone:(833) 394-2721	<b>Ship From:</b> FreseniusKidneyCare.DownersG rove Lorlyn Wright 3500 Lacey Rd suite 900 Downers Grove IL 60515 Telephone:630-960-6807 email:lori.wright@fmc-na.com	<b>Return Address:</b> FreseniusKidneyCare.DownersGrove Lori Wright 3500 Lacey Rd suite 900 Downers Grove IL 60515 Telephone:630-960-6807 email:lori.wright@fmc-na.com
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Transaction Date: 23 Jan 2023

Tracking Number: 1ZE3E1451391589553

① Address Information

<b>Ship To:</b> DaVita Logan Square Dialysis 2838 N. Kimball Avenue CHICAGO IL 606187524 Telephone:(833) 308-3336	<b>Ship From:</b> FreseniusKidneyCare.DownersG rove Lorlyn Wright 3500 Lacey Rd suite 900 Downers Grove IL 60515 Telephone:630-960-6807 email:lori.wright@fmc-na.com	<b>Return Address:</b> FreseniusKidneyCare.DownersGrove Lori Wright 3500 Lacey Rd suite 900 Downers Grove IL 60515 Telephone:630-960-6807 email:lori.wright@fmc-na.com
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Section II, Discontinuation  
Criterion 1110.290(c) 2,

Transaction Date: 23 Jan 2023

Tracking Number:

1ZE3E1451397412660

① Address Information

<b>Ship To:</b> DaVita Loop Dialysis Facility Manager 1101 S. Canal Street CHICAGO IL 606074901 Telephone:(833) 384-2721	<b>Ship From:</b> FreseniusKidneyCare.DownersGrove Lorlyn Wright 3500 Lacey Rd suite 900 Downers Grove IL 60515 Telephone:630-960-6807 email:lori.wright@fmc-na.com	<b>Return Address:</b> FreseniusKidneyCare.DownersGrove Lori Wright 3500 Lacey Rd suite 900 Downers Grove IL 60515 Telephone:630-960-6807 email:lori.wright@fmc-na.com
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Transaction Date: 23 Jan 2023

Tracking Number:

1ZE3E1451396807889

① Address Information

<b>Ship To:</b> DaVita Marshall Square Dialysis Facility Manager 2950 W. 26th Street CHICAGO IL 606234127 Telephone:(833) 384-2721	<b>Ship From:</b> FreseniusKidneyCare.DownersGrove Lorlyn Wright 3500 Lacey Rd suite 900 Downers Grove IL 60515 Telephone:630-960-6807 email:lori.wright@fmc-na.com	<b>Return Address:</b> FreseniusKidneyCare.DownersGrove Lori Wright 3500 Lacey Rd suite 900 Downers Grove IL 60515 Telephone:630-960-6807 email:lori.wright@fmc-na.com
---	--	--



Transaction Date: 23 Jan 2023

Tracking Number:

1ZE3E1451395911900

① Address Information

<b>Ship To:</b> DaVita Ogden Dialysis Facility Manager 5001 W. Ogden CICERO IL 608043739 Telephone:(833) 384-2721	<b>Ship From:</b> FreseniusKidneyCare.DownersGrove Lorlyn Wright 3500 Lacey Rd suite 900 Downers Grove IL 60515 Telephone:630-960-6807 email:lori.wright@fmc-na.com	<b>Return Address:</b> FreseniusKidneyCare.DownersGrove Lori Wright 3500 Lacey Rd suite 900 Downers Grove IL 60515 Telephone:630-960-6807 email:lori.wright@fmc-na.com
--	--	--



① Address Information

<b>Ship To:</b> DaVita West Side Dialysis Facility Manager 1600 W. 13th Street Suite 3 CHICAGO IL 606081306 Telephone:(833) 384-2721	<b>Ship From:</b> FreseniusKidneyCare.DownersGrove Lorlyn Wright 3500 Lacey Rd suite 900 Downers Grove IL 60515 Telephone:630-960-6807 email:lori.wright@fmc-na.com	<b>Return Address:</b> FreseniusKidneyCare.DownersGrove Lori Wright 3500 Lacey Rd suite 900 Downers Grove IL 60515 Telephone:630-960-6807 email:lori.wright@fmc-na.com
--	--	--



**Section III, Background and Purpose of the Project**  
**Criterion 1110.110(a), Background of the Applicant**

1. A listing of all health care facilities owned or operated by Fresenius Medical Care North America, and/or one of its affiliates, in Illinois is at Attachment 11.
2. Certification that no adverse action has been taken against either of the Applicants or against any health care clinics owned or operated by the Applicants in Illinois within the three years preceding the filing of this application is at Attachment 11.
3. Authorization permitting the Illinois Health Facilities and Services Review Board and IDPH access to any documents necessary to verify information submitted, including but not limited to official records of IDPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations is at Attachment 11.

**Section III. Background, Purpose of the project, and Information Requirements****Criterion 1110.110(a) – Background of the Applicant****#1 Clinic List****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	Bolingbrook	60440
Breese	14-2637	160 N. Main Street	Breese	62230
Bridgeport	14-2524	825 W. 35th Street	Chicago	60609
Burbank	14-2641	4811 W. 77th Street	Burbank	60459
Carbondale	14-2514	1425 Main Street	Carbondale	62901
Centre West Springfield	14-2546	1112 Centre West Drive	Springfield	62704
Champaign	14-2588	1405 W. Park Street	Champaign	61801
Chatham	14-2744	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	Deerfield	60015
Des Plaines	14-2774	1625 Oakton Place	Des Plaines	60018
Downers Grove	14-2503	3825 Highland Ave., Ste. 102	Downers Grove	60515
DuPage West	14-2509	450 E. Roosevelt Rd., Ste. 101	West Chicago	60185
DuQuoin	14-2595	825 Sunset Avenue	DuQuoin	62832
East 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 Biesterfeld Road, Ste. 400	Elk Grove	60007
Elmhurst	14-2612	133 E. Brush Hill Road, Suite 4	Elmhurst	60126
Evanston	14-2621	2953 Central Street, 1st Floor	Evanston	60201
Evergreen Park	14-2823	8901 S. Kedzie Avenue	Evergreen Park	60805
Galesburg	14-2579	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	14-2880	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

Background – Clinic List  
**ATTACHMENT 11**

**Fresenius Kidney Care In-center Clinics in Illinois - Continued**

<b>Clinic</b>	<b>Provider #</b>	<b>Address</b>	<b>City</b>	<b>Zip</b>
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
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

## Fresenius Kidney Care In-center Clinics in Illinois - Continued

Clinic	Provider #	Address	City	Zip
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

**Criterion 1110.110(a) – Background of the Applicant  
#3/4 Certification & Authorization**

Certification & Authorization

WSKC Dialysis Services, 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 WSKC Dialysis Services, 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: *[Signature]*  
ITS: Assistant Treasurer

By: *[Signature]*  
ITS: Assistant Secretary

Notarization:  
Subscribed and sworn to before me  
this 23<sup>rd</sup> day of January, 2023

Notarization:  
Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Signature of Notary *[Signature]* Signature of Notary

Seal

Seal



**Criterion 1110.110(a) – Background of the Applicant  
#3/4 Certification & Authorization**

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: *[Signature]*  
ITS: Assistant Treasurer

By: *[Signature]*  
ITS: Assistant Secretary

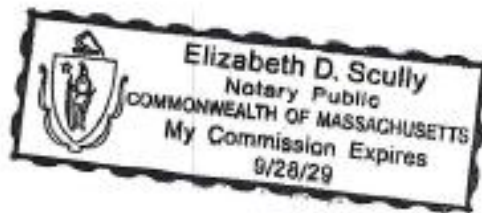
Notarization:  
Subscribed and sworn to before me  
this 23<sup>rd</sup> day of January, 2023

Notarization:  
Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Signature of Notary *Elizabeth D. Scully* Signature of Notary

Seal

Seal



**Criterion 1110.110(b) – Purpose of the Project**

1. The purpose of this project is to address the continuous census decline and staffing shortage at the Fresenius Kidney Care Congress Parkway 30-station ESRD facility located at 3410 W. Van Buren Street, Chicago.

In the last decade there have been many changes in the Chicago dialysis market, along with more patients choosing home dialysis modalities. The COVID-19 pandemic resulted in a patient-care staff shortage in Chicago, as well as across the country. This shortage has made it difficult for the Congress Parkway facility be adequately staffed. This has caused disruptions in patient schedules relating to a reduction in operational hours. Because of this, we have had patients stop receiving treatment at Congress Parkway and choose to instead receive treatments at nearby Fresenius clinics to maintain desired treatment schedules. Currently there are only 49 patients at the facility resulting in a 27% utilization rate.

Due to declining utilization, staffing shortages, and available capacity at nearby Fresenius clinics, the decision was made to discontinue the Congress Parkway facility and permit staff to transfer to nearby Fresenius clinics. This will enable individuals who choose to receive dialysis treatment at these nearby clinics to maintain access to services. Patients who choose home therapies can be accommodated at a local Fresenius home dialysis facility or another of their choosing. The closure will also address the low overall area utilization rate of 55%, in the 5-mile geographical service area.

2. The Congress Park facility, located at 3410 W. Van Buren, is in the City of Chicago, which is HSA 6 and in Cook County. The geographical service area is a 5-mile radius surrounding the facility.
3. As mentioned previously, declining utilization, staffing shortages, patients choosing home therapies, and the pandemic, precipitated the decision to close the facility.
4. Not Applicable
5. It is reasonably anticipated that closing the facility, transferring staff to nearby Fresenius clinics, and allowing patients their choice to an alternative clinic to receive dialysis treatment, will allow for a more appropriate use of resources, address low area utilization, and provide continuous uninterrupted access to dialysis services with sufficient staffing.
6. The goal of Fresenius Medical Care is to keep dialysis access available to this patient population. There is no direct empirical evidence relating to this project.



**Section X, Safety Net Impact Statement**

The discontinuation of the Fresenius Kidney Care Congress Parkway dialysis facility will not have any impact on safety net [services] in the Chicago healthcare market of Cook County which is HSA 6. 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.

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

Fresenius 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)	2019	2020	2021
(Out-patient only)	297	245	162
Total Charity (cost in dollars)	\$5,591,838	\$4,453,393	\$2,272,028
MEDICAID			
Medicaid (# of patients)	2019	2020	2021
(Out-patient Only)	266	201	174
Medicaid (revenue)	\$5,264,304	\$3,617,682	\$3,293,009

\* 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 like Medicaid. These patients are reported under commercial insurance. Below is a breakdown of the Medicaid Risk (manages) patients and revenues.

- 2019 – 1,052 patients with revenues of \$33,761,648
- 2020 – 1,107 patients with revenues of \$33,055,278
- 2021 - 1,106 patients with revenues of \$31,316,165

**Section X, Charity Care Information**

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 two (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.

**Section X, Charity Care Information**

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 also meet the state criteria to qualify for Medicaid coverage in Illinois.

**Self-Pay**

A self-pay patient would not have any type of insurance coverage (un-insured). They may be un-insured because they do not meet the eligibility requirements for Medicare or Medicaid and 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			
	2019	2020	2021
<b>Net Patient Revenue</b>	\$444,575,062	\$447,807,649	\$434,533,258
Amount of Charity Care (charges)	\$5,591,838	\$4,453,393	\$2,727,028
Cost of Charity Care	\$5,591,838	\$4,453,393	\$2,727,028

\*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.