

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT**

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name:	Fresenius Kidney Care Aledo		
Street Address:	409 Northwest 9 th Avenue		
City and Zip Code:	Aledo, 61231		
County:	Mercer	Health Service Area:	10 Health Planning Area:

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

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

Type of Ownership of Applicant

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

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

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

Type of Ownership of Co-Applicant

- | | | |
|--|--|--------------------------------|
| ☐ Non-profit Corporation | ☐ Partnership | |
| ☒ For-profit Corporation | ☐ Governmental | |
| ☐ Limited Liability Company | ☐ Sole Proprietorship | ☐ Other |
- Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
 - Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

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

Primary Contact [Person to receive ALL correspondence or inquiries]

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

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

Name: Scott Timmerman
Title: Vice President Market Development
Company Name: Fresenius Medical Care North America
Address: 1 City Place Drive, Creve Coeur, MO 63131
Telephone Number: 314-872-1714
E-mail Address: scott.timmerman@freseniusmedicalcare.com
Fax Number: 781-209-4601

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: RRS Investments, LLP
Address of Site Owner: 400 John Deere Road, Moline, IL 61265
Street Address or Legal Description of the Site: 409 NW 9 th Avenue, Aledo, IL 61231
Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease, or a lease.
APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Operating Identity/Licensee

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

Exact Legal Name: Fresenius Medical Care Quad Cities. LLC d/b/a Fresenius Kidney Care Aledo

Address: 409 NW 9th Avenue, Aledo, IL 61231

- | | | |
|---|--|--------------------------------|
| ☐ Non-profit Corporation | ☐ Partnership | |
| ☐ For-profit Corporation | ☐ Governmental | |
| ☒ Limited Liability Company | ☐ Sole Proprietorship | ☐ Other |
- Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.
 - Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.
 - **Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.**

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

Organizational Relationships

Provide (for each applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

APPEND DOCUMENTATION AS ATTACHMENT 4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Flood Plain Requirements

[Refer to application instructions.]

NOT APPLICABLE – DISCONTINUATION ONLY

Provide documentation that the project complies with the requirements of Illinois Executive Order #2006-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements, please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at www.FEMA.gov or www.illinoisfloodmaps.org. **This map must be in a readable format.** In addition, please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2006-5 (<http://www.hfsrb.illinois.gov>). **NOTE:** A SPECIAL FLOOD HAZARD AREA AND 500-YEAR FLOODPLAIN DETERMINATION FORM has been added at the conclusion of this Application for Permit that must be completed to deem a project complete.

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

Historic Resources Preservation Act Requirements

[Refer to application instructions.]

NOT APPLICABLE – DISCONTINUATION ONLY

Provide documentation regarding compliance with the requirements of the Historic Resources Preservation Act.

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

DESCRIPTION OF PROJECT**1. Project Classification**

[Check those applicable - refer to Part 1110.20 and Part 1120.20(b)]

Part 1110 Classification :

- ☒ Substantive
- ☐ Non-substantive

2. Narrative Description

In the space below, provide a brief narrative description of the project. Explain **WHAT** is to be done in **State Board defined terms**, **NOT WHY** it is being done. If the project site does NOT have a street address, include a legal description of the site. Include the rationale regarding the project's classification as substantive or non-substantive.

Fresenius Medical Care Quad Cities, LLC plans to discontinue its 8-station ESRD facility, Fresenius Kidney Care Aledo, located at 409 NW 9th Avenue, Aledo. Aledo is in Mercer County and in HSA 10.

There is an excess of 35 stations in HSA 10.

It is expected that the facility will discontinue operations 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.

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs			
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts			
Modernization Contracts			
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)			
TOTAL USES OF FUNDS	\$0	\$0	\$0
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities			
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)			
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS	\$0	\$0	\$0
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Related Project Costs

Provide the following information, as applicable, with respect to any land related to the project that will be or has been acquired during the last two calendar years:

Land acquisition is related to project ☐ Yes ☒ No Purchase Price: \$ _____ Fair Market Value: \$ _____
The project involves the establishment of a new facility or a new category of service ☐ Yes ☒ No If yes, provide the dollar amount of all non-capitalized operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100. Estimated start-up costs and operating deficit cost is \$ _____.

Project Status and Completion Schedules

For facilities in which prior permits have been issued please provide the permit numbers.
Indicate the stage of the project's architectural drawings: ☒ None or not applicable ☐ Preliminary ☐ Schematics ☐ Final Working
Anticipated project completion date (refer to Part 1130.140): <u>February 28, 2023</u>
Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140): NOT APPLICABLE ☐ Purchase orders, leases or contracts pertaining to the project have been executed. ☐ Financial commitment is contingent upon permit issuance. Provide a copy of the contingent "certification of financial commitment" document, highlighting any language related to CON Contingencies ☐ Financial Commitment will occur after permit issuance.
APPEND DOCUMENTATION AS ATTACHMENT 8 , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

State Agency Submittals [Section 1130.620(c)]

Are the following submittals up to date as applicable? ☐ Cancer Registry ☐ APORS ☒ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted ☒ All reports regarding outstanding permits Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.

Cost Space Requirements - 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
REVIEWABLE							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
NON-REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL							
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:

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

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

Scott Timmermann
SIGNATURE

Scott Timmerman
PRINTED NAME

Regional Vice President
PRINTED TITLE

Amy R Mealman
SIGNATURE

Amy Mealman
PRINTED NAME

Director of Operations
PRINTED TITLE

Notarization:
Subscribed and sworn to before me

this 19th day of January

Christine F Jacob
Signature of Notary

Seal

Notarization:
Subscribed and sworn to before me

this 19th day of January

Christine F Jacob
Signature of Notary

Seal

*Insert the EXACT legal name of the applicant
CHRISTINE F JACOB
Notary Public, Notary Seal
State of Missouri
St. Charles County
Commission # 03498031
My Commission Expires 03-29-2026

CHRISTINE F JACOB
Notary Public, Notary Seal
State of Missouri
St. Charles County
Commission # 03498031
My Commission Expires 03-29-2026

*Insert the EXACT legal name of the applicant

CERTIFICATION

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

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

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



SIGNATURE

Bryan Mello

PRINTED NAME

Assistant Treasurer

PRINTED TITLE



SIGNATURE

Dominic Gaeta

PRINTED NAME

Assistant Secretary

PRINTED TITLE

Notarization:

Subscribed and sworn to before me

this 23rd day of January 2023

Notarization:

Subscribed and sworn to before me

this _____ day of _____

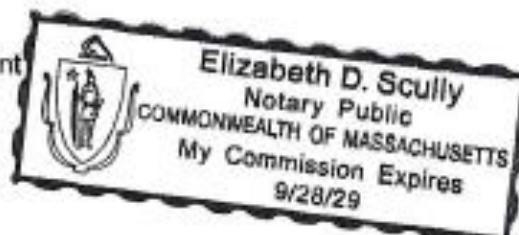
Signature of Notary

Seal

Signature of Notary

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 37.

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	\$2,728,028
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 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 37, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION X. CHARITY CARE INFORMATION

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

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three **audited** fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.
2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.
3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer (20 ILCS 3960/3). Charity Care **must** be provided at cost.

A table in the following format must be provided for all facilities as part of Attachment 38.

CHARITY CARE			
	2019	2020	2021
Net Patient Revenue	\$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 38**, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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

INDEX OF ATTACHMENTS			
ATTACHMENT NO.			PAGES
1	Applicant Identification including Certificate of Good Standing		16-17
2	Site Ownership		18-28
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Section I, Identification, General Information, and Certification

Applicant, Co-Applicant

Applicant

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

Type of Ownership of Applicant

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

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

***Certificate of Good Standing for Fresenius Medical Care Quad Cities, LLC 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

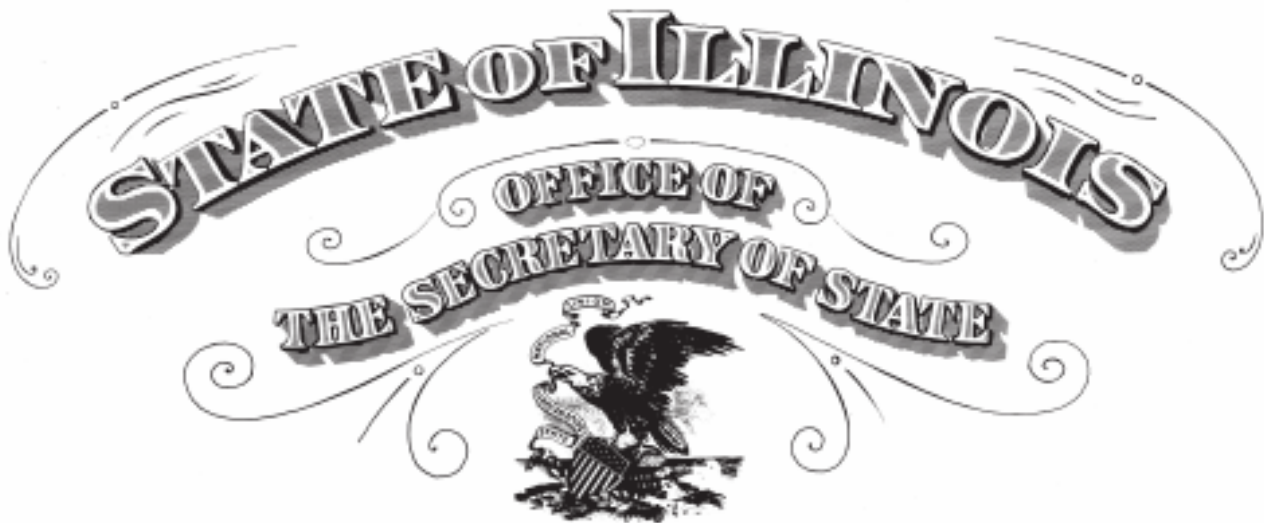
☐ Non-profit Corporation	☐ Partnership	
☒ For-profit Corporation	☐ Governmental	
☐ Limited Liability Company	☐ Sole Proprietorship	☐ Other

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

***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.**

File Number

0539000-1



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

FRESENIUS MEDICAL CARE QUAD CITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON NOVEMBER 13, 2015, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 2300302368 verifiable until 01/03/2024
Authenticate at: <https://www.ilsos.gov>

***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 3RD
day of JANUARY A.D. 2023 .***

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: RRS Investments, LLP
Address of Site Owner: 400 John Deere Road, Moline, IL 61265
Street Address or Legal Description of the Site: 409 NW 9 th Avenue, Aledo, IL 61231
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.

Copy of lease attached on following pages.

**AMENDED AND RESTATED DIALYSIS CENTER LEASE
AND LEASE ASSIGNMENT**

This **AMENDED AND RESTATED DIALYSIS CENTER LEASE AND LEASE ASSIGNMENT** ("Assigned Lease") is entered into this 7th day of January, 2013 by and between **ALEDO KIDNEY CENTER, LLC**, an Illinois limited liability company ("Lessee"), **GENESIS MEDICAL CENTER, ALEDO** ("Assignee"), and **COUNTY OF MERCER d/b/a MERCER COUNTY HOSPITAL**, an Illinois governmental entity ("Assignor"). The Lessee and the Assignee may be individually referred to herein as a "Party" and collectively as the "Parties." This Assigned Lease is effective as of the effective date of the closing of the acquisition of Assignor by Assignee ("Effective Date").

RECITALS

WHEREAS, Assignor and Lessee entered into a lease dated as of October 1, 2005 ("Original Lease") pursuant to which Assignor leased to Lessee certain premises in the building commonly known as "Mercer County Hospital" located at 409 N.W. Ninth Avenue in Aledo, Illinois ("Building") for use as a renal dialysis facility and related physician office practice;

WHEREAS, Assignor wishes to assign the Original Lease to Assignee, a wholly-owned affiliate of Genesis Health System, an Iowa non-profit corporation ("Genesis"), in connection with Assignee's acquisition of Assignor, in which Assignee would assume title and rights to certain assets and liabilities of Assignor, and Assignee wishes to accept such assignment; and

WHEREAS, as a Genesis precondition to agreeing to accept assignment of the Original Lease as amended and restated herein, the Parties desire to amend the Original Lease to (1) clarify the actual square footage of the leased premises in the Building; and (2) amend the computed rental rate for certain years of the Original Lease term.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Purpose.** This Assigned Lease sets forth the understanding and agreement between the Assignee and Lessee for Lessee's continued use of examination and other clinic space for use as a renal dialysis facility and related physician office practice ("Center") beginning on the Effective Date. Lessee agrees to use the Center exclusively for the purposes of providing treatments for dialysis and a nephrology office practice.

2. **Leased Premises and Original Term.** The leased premises ("Premises") are depicted in Exhibit A. The Premises are located in the far Northwest corner of the Building. The rentable area of the Premises is 1,431 square feet until renovation expands the rentable area to 1,686 square feet. Such renovation is anticipated to be completed in August of 2013, and Assignee shall provide notice of completion to Lessee within 7 days of same. Assignee agrees to lease the Premises to Lessee and Lessee agrees to lease the Premises from Assignee, for the remainder of the original term of 20 years (which term spans from October 1, 2005 to September 30, 2025).
Site Owner-Lease

30, 2025, the "Original Term").

3. **Right of Entry.** Assignee will have the right to enter the Center or any portion of the Center space (with personnel and materials, if necessary) for the purposes of inspecting the Premises and making any repairs, replacements or alterations to the Premises that the Assignee deems necessary. Assignee will use its best efforts to avoid any disruption to Lessee's use of the Premises.

4. **Rent.** As consideration for Lessee paying for the cost of certain improvements to the Premises (approximately \$275,000 for the complete remodeling of the Premises – architectural and construction services – as of October 1, 2005), there shall be no monetary rent due from Lessee to Assignee for the first ten years of the Original Term. The Parties further agree that rent due from the Lessee will be paid at a rate of fifty percent (50%) of the agreed upon rental rate of \$12.00 per square foot for the second portion of the Original Term (i.e., years 11 through 20 of the 20 year lease term). Such rental rate includes charges for hot and cold water, heat, air conditioning and electricity along with any taxes, penalties and surcharges related thereto and any maintenance charges in connection with the provision of such utilities (the "Operating Expenses"). Payments will be made by the Lessee to the Assignee each December 1st from 2015 through 2024 at the rate of \$10,116 per year, which is equivalent to the product of \$6.00 per square foot times 1,686 square feet, the total rentable area of the Premises after remodeling. Such rental arrangement comports with fair market value as confirmed by the Assignee prior to the Effective Date.

5. **Operating Expenses.** Operating Expenses will be included in the rental rate of \$12.00 per square foot for the second portion of the Original Term in accordance with Section 4 of this Agreement. Assignee shall not be liable to Lessee for interruption in or curtailment of any utility service, nor shall any such interruption or curtailment constitute constructive eviction or grounds for rental abatement. Lessee shall arrange and pay for telephone service.

6. **Patient Billing.** Assignee will not include the costs related to Lessee's use and utilization of the Premises in its annual Medicare/Medicaid cost report, and Assignee will not bill Lessee's patients a separate facility fee for visits to the Center, as Lessee is paying for the use of the Premises. Assignee may identify the site of service as "office" for billing purposes.

7. **Renewal Term.** At the end of the Original Term, the Lessee shall have three five-year renewal options which, if accepted, shall be upon the same terms as the Original Term (each a "Renewal Term"). During any Renewal Term, the Lessee shall pay fair market value rent for the Premises. The Assignee and Lessee agree that the rental rate for any Renewal Term shall not be less than \$12.00 per square foot, nor exceed reasonable rate of similar leased space. Any higher rate will be as established through a fair market value report by an independent third party qualified appraiser approved by Lessee and engaged by Assignee.

8. **Removal of Equipment and Holding Over.** Upon termination of this Assigned Lease, Lessee shall peaceably and promptly surrender the Premises to Assignee, in good order, condition and repair, reasonable wear and tear excepted, and clean and free of refuse. The Parties agree that Lessee shall be allowed to remove all of its equipment, excluding

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improvements to the Premises, which, if removed, would cause the Premises to be damaged or appear to be in an unsightly condition. Lessee will not be permitted to holdover or schedule further use of the Center at the expiration of the Original Term or any Renewal Term, unless a new lease agreement is executed by the Parties. Notwithstanding the foregoing, any use or occupancy of the Premises by Lessee other than during the term of this Assigned Lease shall be subject to all provisions of this Assigned Lease, provided, however, that no such non-term use or occupancy shall be permitted unless expressly so agreed in writing by Assignee. Lessee's obligations under this Section 8 will survive the expiration or early termination of this Assigned Lease.

9. Lessee's Obligations.

- A. Lessee will repair or otherwise pay for any damage that Lessee causes to the Premises (reasonable wear and tear excluded).
- B. Lessee understands that the behavior and demeanor of Lessee while using the Premises may reflect on the reputation of Assignee and other physicians using similar space. Lessee agrees that Lessee and all of Lessee's personnel will act, at all times, in a professional manner and will not discriminate against anyone on the basis of race, color, religion, age, national origin, gender, or other classification designated by law.
- C. Lessee will ensure that all of Lessee's personnel providing services in the Center comply with or otherwise satisfy Lessee's immunization policies and standards. Lessee agrees to provide reasonable documentation of such compliance upon Assignee's request.
- D. Lessee agrees to secure and maintain in force at Lessee's expense during the term of this Assigned Lease, a professional liability insurance policy with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate with an insurance carrier authorized to write insurance in the State of Illinois. If the insurance policy is written on a claim made format, Lessee will maintain the professional liability insurance policy for the greater of a period of 3 years after the termination of the Assigned Lease or the applicable statute of limitations. Assignee will be named as an additional insured under Lessee's professional liability insurance policy.

Each physician providing services on the Premises, including employed physicians, will maintain separate professional liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate with an insurance carrier authorized to write insurance in the State of Illinois. These physicians will also be required to be on the Medical Staff of Genesis Medical Center, Aledo with either active or consultative privileges as determined by said physicians.

Lessee agrees to secure and maintain at Lessee's expense during the term of this

Assigned Lease, a comprehensive general liability insurance policy with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate with an insurance carrier authorized to write insurance in the State of Illinois. While Lessee currently maintains such comprehensive general liability insurance on an occurrence basis, if the insurance policy is written on a claim made basis in the future, Lessee will maintain the comprehensive general liability insurance policy with respect to the Premises for a period of 3 years after the termination of the leased agreement. Assignee will be named as an additional insured under Lessee's comprehensive general liability insurance policy.

Lessee will maintain workers' compensation coverage on its employees according to the statutory requirements of the State of Illinois.

The Parties will review and adjust the provisions of this Section 9(D) every 3 years, in order to maintain industry standard requirements in the region.

A Certificate of Insurance (or copy of the insurance policy) verifying such professional and general coverage shall be delivered to the Assignee prior to the commencement of this Assigned Lease and annually thereafter. The Lessee shall notify Assignee at least 30 days prior to cancellation, notice of cancellation, reduction or change in coverage.

- E. Lessee will be solely responsible for any and all claims, losses and liability for the medical care provided in the Center by Lessee.
- F. Lessee will not display any signs or other advertising devices that are visible from the exterior of the Center or in common areas that have not been approved in writing by the Assignee. Assignee shall provide such written approval for existing signage prior to the execution of this Agreement.
- G. Each physician providing services on the Premises will maintain (1) Medical Staff privileges with the Assignee in accordance with the provisions of Section 9(D), (2) a current, unrestricted license to practice medicine in the State of Illinois, and (3) current state and federal registrations to prescribe and administer controlled substances, if applicable.
- H. The water treatment system and all equipment used in direct patient care are the property and responsibility of the Lessee. As such, the Lessee shall pay for maintenance and repair of dialysis machines, water systems and other medical equipment.
- I. Lessee shall be responsible for its contents and equipment located on the Premises and shall insure the value of its own property, contents and equipment, with an insurance carrier authorized to write property coverage in the State of Illinois.
- J. Assignee anticipates that real estate taxes will be assessed against the Premises.

Lessee shall be responsible for paying all general real estate taxes and installments of special assessments with respect to the Premises.

10. Assignee's Obligations.

- A. Assignee shall lease the Premises to Lessee to facilitate the availability of kidney care in Aledo, Illinois and the surrounding community.
- B. Assignee owns the Premises and infrastructure and is responsible for maintaining water, sewer, electric, telephone and other utility infrastructure for the Building such that Lessee is able to operate the Center. In the event of interruption of the foregoing services, the Assignee shall coordinate scheduled repairs with the Center so as not to interfere with patient treatments provided by the Center.
- C. Assignee shall maintain standard fire and extended coverage insurance on the Building and on all Building fixed leasehold improvements in amounts deemed reasonable and necessary by Assignee.
- D. Assignee shall pay for janitorial services such as general cleaning, floor maintenance and waste removal and disposal, including special medical waste disposal.
- E. Assignee shall pay for the costs of heating and cooling the Premises and shall be responsible for maintenance and repair of the Premises and Building improvements.

11. Covenant not to Compete. The Assignee and its affiliates agree to refrain from owning, directly or indirectly, any dialysis provider or entering into any agreement for inpatient or outpatient dialysis and nephrology services, plasmapheresis and other renal-related services with any provider within the Assignee's primary service area of Mercer County (other than Lessee) during the Original Term and any Renewal Term of the Assigned Lease. The Assignee and its subsidiaries further agree to refrain from leasing land or office space to any third party which could compete with Center.

12. Right of First Refusal. In the event that Assignee relocates to a new building not on Assignee's existing campus, Assignee must offer suitable office space in the new building or land on a new hospital campus to Lessee for the purpose of relocating the Center. Lessee shall have the right of first refusal as to whether it will continue to provide both inpatient and outpatient dialysis and nephrology care at the hospital. In the event Assignee no longer operates as a hospital, Lessee shall have the right to terminate this Agreement upon six months written notice. Lessor shall provide reasonable notice to Lessee should such an event take place.

13. Environmental Matters. Lessee shall not cause or permit any hazardous substances to be brought upon or kept or used in or about the Premises by Lessee, its agents, employees, contractors or invitees without the Assignee's written consent. Assignee acknowledges that Lessee may generate infectious waste, however Lessee agrees that all such

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waste shall be disposed of in accordance with all laws, rules and regulations applicable at Assignee's sole expense. No portion of the common areas of the Building may be used by Lessee for the storage or disposal of infectious or hazardous waste.

14. **Medicare Fraud and Abuse.** Notwithstanding any unanticipated effect of any of the provisions herein, no Party will intentionally conduct itself under the terms of this Assigned Lease in a manner to constitute a violation of the Medicare and Medicaid Fraud and Abuse Provisions (42 U.S.C. Section 1395nn(b) and 1396h(b)), including the Medicare and Medicaid Anti-Fraud and Abuse Amendments of 1977 and the Medicare and Medicaid Patient and Program Protection Act of 1987 (42 U.S.C. Sections 1320a-7 et seq.) or any other applicable federal, state or local law, rule or regulation.

15. **Entire Agreement; Amendments; Assignment.** This Assigned Lease constitutes the entire agreement between the Parties with respect to the subject matter hereof and incorporates all prior written and oral statements and understandings. This Assigned Lease may be amended only by written agreement signed by the Parties. This Assigned Lease will be binding upon, and will inure to the benefit of, the Parties hereto and will not be assigned without the consent of both Parties.

16. **Waiver and Indemnity.** Lessee hereby releases Assignee from liability for personal injury, property damage or business loss occurring on or to the Premises, caused by casualty, risks or hazards ordinarily covered by the insurance required by this Assigned Lease and waives all rights of recovery against the Assignee for such loss or damage. Lessee agrees to indemnify, defend and hold Assignee harmless of and from any and all claims of any kind or nature arising from Lessee's use of the Premises and Lessee hereby waives all claims against Assignee for personal injury, property damage or business loss occurring on or to the Premises from any cause whatsoever arising at any time, other than such as may be caused by the Assignee's gross negligence or recklessness. Assignee hereby releases Lessee from liability for personal injury, property damage or business loss occurring on or to the Building, caused by casualty, risks or hazards ordinarily covered by the insurance required by this Assigned Lease and waives all rights of recovery against the Lessee for such loss or damage. Assignee agrees to indemnify, defend and hold Lessee harmless of and from any and all claims of any kind or nature arising from Assignee's use of the Building, other than with respect to the Premises, and Assignee hereby waives all claims against Lessee for personal injury, property damage or business loss occurring on or to the Building from any cause whatsoever arising at any time, other than such as may be caused by the Lessee's gross negligence or recklessness.

17. **Unavoidable Delay.** In the event that either Party shall be delayed or hindered in or prevented from the performance of any work, service or other acts required under this Assigned Lease to be performed by the Party and such delay or hindrance is due to strikes, lockouts, acts of God, governmental restrictions, enemy acts, civil commotion, unavoidable fire or other casualty or other causes of a like nature beyond the control of the Party so delayed or hindered, then performance of such work, service or other act shall be extended for a period equivalent to the period of such delay. No claim for such excused delay shall be valid unless the Party claiming the same shall give written notice of the cause of the claimed delay to the other Party within 10 days after the occurrence of such event giving rise to such claim. In no event

shall such delay constitute a termination of this Assigned Lease, or any extension thereof. The provisions of this Section 17 shall not operate to excuse Lessee from the prompt payment of rent in accordance with Section 4 of this Assigned Lease.

18. Compliance. Provider will reasonably cooperate with any corporate compliance program, rules and regulations now or hereafter instituted by Assignee relating to Lessee's use of the Premises.

19. Corporate Authority. The individual(s) executing this Assigned Lease on behalf of, or as a representative for, a corporation or other person, partnership or entity, represents and warrants that he or she is duly authorized to execute and deliver this Assigned Lease on behalf of such corporation, person, partnership or other entity and that this Assigned Lease is binding upon such entity in accordance with its terms.

20. Counterparts. This Assigned Lease may be executed in one or more copies or counterparts, each of which when signed will be an original, but all of which together will constitute one instrument.

21. Notices. Any notice required to be given pursuant to the terms and provisions hereof will be in writing and will be sent by certified mail, return receipt requested:

To Assignee at: Genesis Medical Center, Aledo
409 N.W. 9th Ave.
Aledo, Illinois 61231
Attn: Administrator

With a copy to:
Genesis Health System
1227 East Rusholme Street
Davenport, IA 52803
Attn: Vice President, Support Services

To Lessee at: Aledo Kidney Center, LLC
400 John Deere Road
Moline, IL 61265
Attn: President & CEO

22. Estoppel Certificate. Lessee shall, within 10 days following written request from Assignee, execute and deliver to Assignee a written statement certifying that this Assigned Lease is in full force and effect and is unmodified (or, if modified, stating the nature of such modification), certifying the date to which the rent has been paid and certifying that Assignee is not in default hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser, lessee or mortgagee of all or any part of the Building. Lessee's failure to deliver such statement within said 10 day period shall be conclusive upon Lessee that this Assigned Lease is in full force and effect and unmodified and that there are no uncured defaults in Assignee's performance hereunder.

23. Termination or Amendment due to Legislative Changes. In the event termination or amendment of this Assigned Lease is necessary, as determined by independent legal counsel specializing in the particular area of law at issue, in order to comply with (i) any legal order issued by a federal or state department, agency or commission, or (ii) any provision of law which invalidates or is inconsistent with the terms of this Assigned Lease, which would cause one or both of the Parties to be in violation of law, or which would jeopardize the tax-exempt status of the Assignee or any affiliate of the Assignee (the "Legislative Option"), either Party may serve the other Party with a Change of Law Notice to initiate a process to amend or terminate per the Legislative Option. Such Change of Law Notice shall: (i) be in writing, (ii) state that, in accordance with the opinion of independent legal counsel, the Party believes an issue exists which has or will give rise to the occurrence of a Legislative Option absent termination or amendment of the Assigned Lease, (iii) specifically identify such issue, and (iv) include the legal opinion.

Upon receipt of the Change of Law Notice, if the Legislative Option is not subject to interpretation (i.e., it dictates a clear requisite change as mutually agreed upon by the Parties), such change will be addressed through amendment or termination, as applicable, within 30 days. In the event it is subject to interpretation (i.e., one Party believes that no change is required), or may be addressed through more than one approach, the Parties shall meet within 14 days to discuss possible ways to address the Legislative Option through a mutually agreed upon amendment, as applicable, which results in an amended Assigned Lease that remains as closely aligned with this Assigned Lease as is permissible under the Legislative Option and other applicable law. Such amendment shall be made within 30 days of such meeting. If the Parties reasonably determine that termination is necessary for legal compliance or an amendment adversely impacts the economic interests of either Party, the Parties shall terminate or amend the Assigned Lease within 30 days of such determination and shall negotiate a post termination or post amendment resolution thereafter to address the adverse economic impact of termination or amendment, if any, which resolution shall appropriately be limited to address any remaining value of tenant improvements funded by Lessee, as noted in Section 4 of this Assigned Lease, on a standard depreciation schedule. Such resolution shall not conflict with the Legislative Option or violate any other law. If the Parties are unable to agree on such resolution within a 60-day good faith mediation period, they will submit the matter to the American Arbitration Association, with each Party paying one-half of the fees of the arbitrator.

24. No Federal Exclusion. As applicable, each Party represents and warrants that it and its owners, officers, directors, employees and physicians, to include all personnel providing services in the Center space, are not, and at no time have been, excluded from participation in any federally funded health care program, including Medicare and Medicaid, and that no such action is pending. Each Party hereby agrees to immediately notify the other Party of any threatened, proposed or actual sanction or exclusion from any federally funded health care program. Such notice will contain reasonably sufficient information to allow each Party to determine the nature of any sanction. In the event that either Party is excluded from participation in any federally funded health care program during the term of this Assigned Lease, or if, at any time after the Effective Date it is determined that either Party is in breach of this Section 24, the other Party may immediately terminate this Assigned Lease.

25. **Governing Law.** This Assigned Lease will be interpreted, construed and governed according to the laws of the State of Illinois, excluding the choice of law rules thereof.

26. **Severability.** If any term, provision, covenant or condition of this Assigned Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of such provision, covenant, or condition will remain in full force and effect and will in no way be affected, impaired or invalidated, unless to do so would substantially destroy the fundamental purposes of this Assigned Lease. The Assigned Lease will be void if the acquisition of the Assignor by the Assignee does not occur.

27. **Waiver.** Any waiver by any Party of a breach of any provision of this Assigned Lease will not operate as or be construed as a waiver of any subsequent breach thereof, and the obligations of such Party with respect thereto will continue in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Dialysis Center Lease on the year and date first above written.

LESSEE

ALEDO KIDNEY CENTER, LLC

By: V. A. Allen MDIts: President & CEO**ASSIGNEE**

GENESIS MEDICAL CENTER, ALEDO

By: [Signature]Its: SVR

The undersigned hereby agrees to the assignment of the Amended and Restated Dialysis Center Lease, as set forth herein, effective as of the Effective Date.

ASSIGNORCOUNTY OF MERCER d/b/a
MERCER COUNTY HOSPITALBy: [Signature]Its: Administration

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

Exact Legal Name: Fresenius Medical Care Quad Cities, LLC d/b/a Fresenius Kidney Care Aledo			
Address: 920 Winter Street, Waltham, MA 02451			
☐	Non-profit Corporation	☐	Partnership
☐	For-profit Corporation	☐	Governmental
☒	Limited Liability Company	☐	Sole Proprietorship
		☐	Other
○ Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. ○ Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. ○ Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.			

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

Ownership

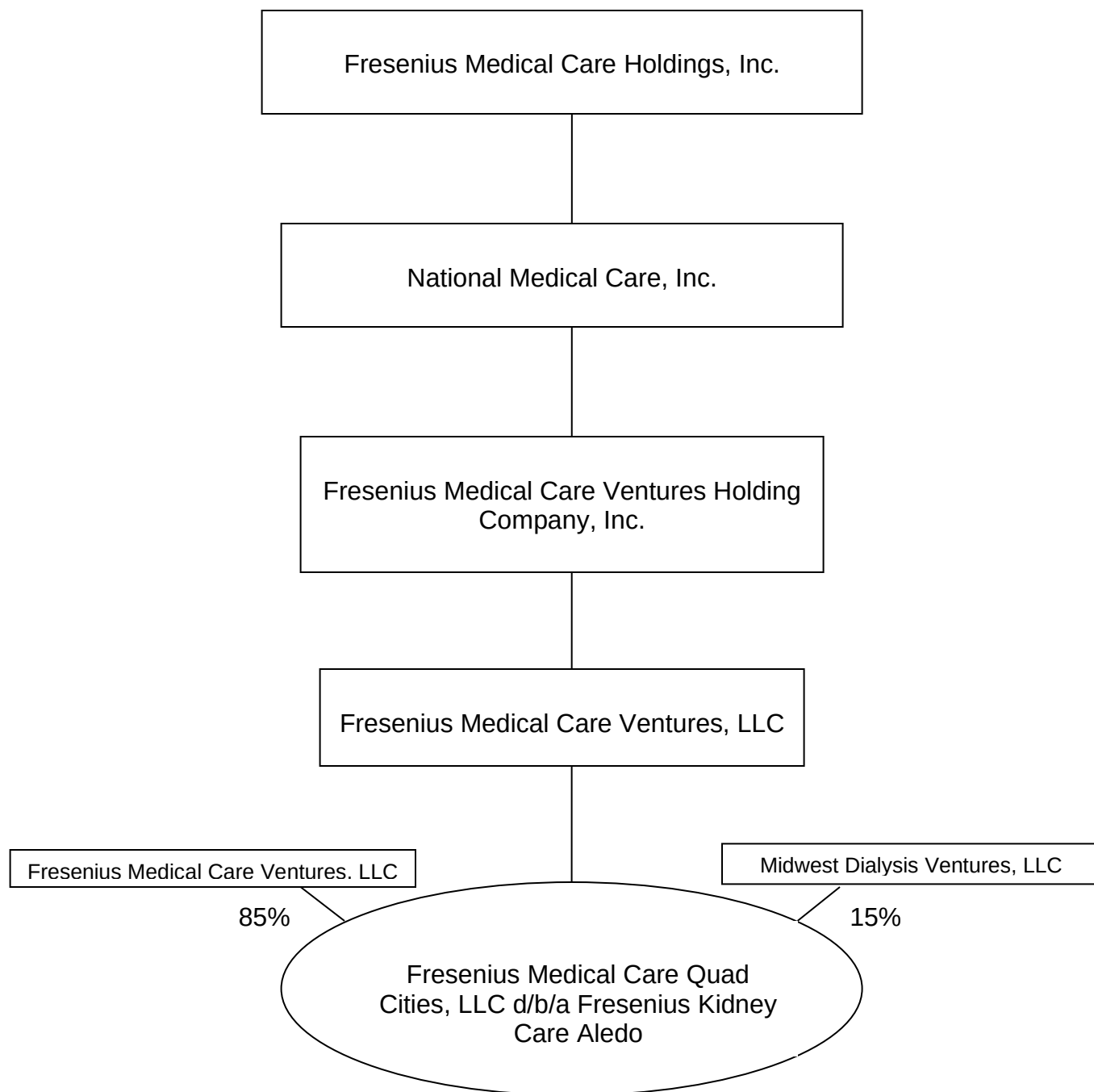
Fresenius Medical Care Ventures, LLC has an 85% membership interest in Fresenius Medical Care Quad Cities, LLC.

Midwest Dialysis Ventures, LLC has a 15% membership interest in Fresenius Medical Care Quad Cities, LLC. Its address is 490 John Deere Road, Moline, IL 61265.

Midwest Dialysis Ventures, LLC is therefore a 15% member of the remaining facilities owned by Fresenius Medical Care Quad Cities, LLC in Illinois.

Fresenius Kidney Care Geneseo – 600 N. College Avenue, Geneseo
 Fresenius Kidney Care Moline – 400 John Deere Road, Moline
 Fresenius Kidney Care Rock Island – 2623 17th Street, Rock Island
 Fresenius Kidney Care Rock River-Dixon – 101 W. 2nd Street, Dixon
 Fresenius Kidney Care Silvis – 880 Crosstown Avenue, Silvis

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



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

Fresenius Medical Care Holdings, Inc. is the ultimate parent of Fresenius Medical Care Quad Cities, LLC. Listed below are the CON permits of Fresenius Medical Care Holdings, Inc. ("Fresenius or Fresenius Kidney Care") that are not yet complete.

Project Number	Project Name	Project Type	Completion Date	Comment
#19-035	Fresenius Medical Care Jackson Park	Relocation	12-31-2023	Undergoing shell construction
#22-005	Fresenius Medical Care McLean County	Discontinuation	12-31-2023	Discontinuation will occur upon relocation.
#22-006	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.**
Fresenius Medical Care Quad Cities, LLC proposes to discontinue the Fresenius Kidney Care Aledo ESRD facility located at 409 Northwest 9th Avenue, Aledo, consisting of 8 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 current patients will be sent to the facility at which patients choose to receive dialysis treatments at 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, proof of mailing, and any delivery receipts received 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.

Discontinuation-General Information
ATTACHMENT 10

Criterion 1110.290(a), 6 Proof of Publication**LOCALiQ**

The State Journal-Register | Canton Daily Ledger
 The Courier | The Register-Mail | JournalStar
 The McDonough County Voice | Star Courier
 Pontiac Daily Leader | Pekin Daily Times
 Journal-Standard | Rockford Register Star

PO Box 631200 Cincinnati, OH 45263-1200

PROOF OF PUBLICATION

Lori Wright
 Fresenius Kidney Care
 3500 Lacey RD # 900
 Downers Grove IL 60515-5442

STATE OF ILLINOIS, COUNTY OF MERCER

The Aledo Times Record, a newspaper of general circulation, printed and published in Aledo, Mercer County, Illinois; that the publication, a copy of which is attached hereto, was published in said newspaper in the issues dated:

01/25/2023

That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

Sworn to and subscribed before on 01/25/2023

Legal Clerk

Notary, State of WI County of Brown

My commission expires

Publication Cost: \$41.48

Order No: 8347161

Customer No: 894262

PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
 Notary Public
 State of Wisconsin

Aledo, IL – In accordance with the requirements of the Illinois Health Facilities and Services Review Board ("HFSRB") notice is given that the Fresenius Kidney Care Aledo dialysis facility, located at 409 NW 9th Avenue, Aledo, 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

Proof of Publication.pdf - Adobe

Discontinuation Proof of Publication
ATTACHMENT 10

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
- Chris Hagloch, Mayor, City of Aledo
- Illinois State Senator Win Stoller
- Illinois State Representative Daniel Swanson

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



Teri Gurchiek
 Fresenius Kidney Care
 3500 Lacey Road
 Downers Grove, IL 60515
 630-669-3830
teri.gurchiek@freseniusmedicalcare.com

December 20, 2022

Via Certified Mail

John Kniery
 Administrator
 Illinois Health Facilities and Services Review Board
 545 West Jefferson Street, 2nd Floor
 Springfield, Illinois 62761

Re: Fresenius Medical Care Aledo

Dear Mr. Kniery:

On behalf of Fresenius Medical Care, I am writing to inform you that we intend 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 Aledo dialysis facility, located in Aledo, Illinois.

Closing a clinic is not something we consider lightly; however, the following circumstances have led us to take this action. The Aledo facility is a rural 8-station clinic that Fresenius Medical Care acquired in 2016, along with several other clinics in the Quad City area. Since that time the facility has not operated at more than 33% capacity. Currently there are only 12 patients who dialyze at the facility. In recent years, Fresenius Medical Care area clinics have seen approximately 24% of patients choose to dialyze at home, an increase of 19% since 2020, adding to the decrease in the need for in-center treatment stations. There is currently a determined excess of 35 stations in Health Service Area (HSA) 10 according to the December 2022 HFSRB station inventory.

We operate a total of 6 dialysis clinics in HSA 10 that are at a combined utilization rate of 36%, far below the HFSRB's target rate of 80%. Current Aledo facility patients will easily be accommodated at any of the other five Fresenius Medical Care facilities in the HSA 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.

Discontinuation – Official Notification
ATTACHMENT 10



Fresenius Medical Care remains committed to kidney disease initiatives in Illinois 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 630-669-3038.

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 \$4.60

Sent To: Director, Theresa Eagleson
Illinois Department of Healthcare and Family Services
401 S. Clinton Street
Chicago, IL 60607

Date: 12/20/2022

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PS Form 3811, July 2015 PSN 7530-02-000-9053

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☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.60

Total \$4.60

Sent To: John Knieri
Administrator
Illinois Health Facilities and Services Review Board
525 W. Jefferson Street, 2nd Floor
Springfield, IL 62761

Date: 12/20/2022

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PS Form 3800, July 2015 PSN 7530-02-000-6053

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1. Address Addressee Use

Director Theresa Eagleson
Illinois Department of Healthcare and Family Services
401 S. Clinton Street
Chicago, IL 60607

9590 9402 3314 7196 1556 43

7020 2450 0001 0274 9133

PS Form 3811, July 2015 PSN 7530-02-000-9053

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A. Signature ☒ Agent

B. Received by (Printed Name) ☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
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3. Service Type

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2. Print your name and address on the reverse so that we can return the card to you.
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1. Address Addressee Use

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

9590 9402 3314 7196 1555 82

7020 2450 0001 0274 9195

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3. Service Type

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Discontinuation – Notification Receipt
ATTACHMENT 10

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☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.60

Total Postage and Fees \$7.85

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12/20/2022

Representative Daniel Swanson
536 Oxford Ave., Suite D
Woodhull, IL 61490

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ 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 \$4.85

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12/20/2022

Senator Win Stoller
5415 N. University St., Suite 105
Springfield, IL 62706

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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1. Article Addressed to:

Representative Daniel Swanson
536 Oxford Ave., Suite D
Woodhull, IL 61490

2. Article Number (Transfer from service label)

9590 9402 3314 7196 1556 29

3. Service Type

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☐ Certified Mail Restricted Delivery	☐ Return Receipt for Merchandise
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1. Article Addressed to:

Senator Win Stoller
5415 N. University St., Suite 105
Springfield, IL 62706

2. Article Number (Transfer from service label)

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☐ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Return Receipt for Merchandise
☐ Collect on Delivery	☐ Signature Confirmation™
☐ Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery

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ATTACHMENT 10

9976 4220 1000 0542 0202

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☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Total Postage and Fees \$7.85

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12/20/2022

Sent To: Director Sameer Vohra, M.D., J.D., M.A.
Illinois Department of Public Health
122 South Michigan Avenue, 7th Floor
Chicago, IL 60603

PS Form 3811, July 2015 PSN 7530-02-000-9003

0476 4220 1000 0542 0202

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☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Total Postage and Fees \$7.85

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12/20/2022

Sent To: Mayor Chris Hagloch
City of Aledo
120 N. College Ave.
Aledo, IL 61231

PS Form 3800, April 2015 PSN 7530-02-000-9003 See Reverse for Instructions

PS Form 3811, July 2015 PSN 7530-02-000-9003

Article Number (Transfer from service label)
7020 2450 0001 0274 9140

9590 9402 3314 7196 1556 12

Mayor Chris Hagloch
City of Aledo
120 N. College Ave.
Aledo, IL 61231

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- 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. Article Addressed to:

COMPLETE THIS SECTION ON DELIVERY

A. Signature *David Wood*

B. Received by (Printed Name) *David Wood*

C. Date of Delivery *12/28/22*

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

3. Service Type

☐ Adult Signature	☐ Priority Mail Express®
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☐ Certified Mail®	☐ Registered Mail Restricted Delivery
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☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Insured Mail	
☐ Insured Mail Restricted Delivery	

Domestic Return Receipt

Criterion 1110.290(a), 8 Certification

January 18, 2023

Debra Savage
Chair
Illinois Health Facilities and Services Review Board
525 W. Jefferson Street, 2nd 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,

Scott Timmermann

Scott Timmerman
Vice President Market Development

Notarization:

Subscribed and sworn to before me
this 18th day of January, 2023

Christine F. Jacob
Signature of Notary

Seal



/// Thrive On

Discontinuation – Certification
ATTACHMENT 10

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

The Aledo facility is a rural 8-station clinic that Fresenius Medical Care (“Fresenius or Fresenius Kidney Care”) acquired in 2016, along with several other clinics in the Quad City area. Since that time the facility has not operated at more than 33% capacity. Currently there are only 12 patients who dialyze at the facility. In recent years, Fresenius area clinics have had approximately 24% of patients choose to dialyze at home, an increase of 19% since 2020, adding to the decrease in the need for in-center treatment stations. There is currently a determined excess of 35 stations in Health Service Area (HSA) 10 according to the December 2022 HFSRB station inventory.

Fresenius Medical Care North America and/or one of its affiliates operates a total of 6 dialysis clinics in HSA 10 that are at a combined utilization rate of 36%, far below the HFSRB’s target rate of 80%. Due to declining utilization and available capacity at nearby Fresenius facilities, the decision was made to discontinue the Aledo facility and permit staff to transfer to nearby Fresenius clinics, which will maintain access to dialysis services for patients choosing to treat at these nearby clinics, while decreasing the excess of stations in HSA 10.

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 Fresenius Kidney Care Aledo dialysis facility will not have an adverse effect upon access to dialysis services in HSA 10. As of the December 2022 State ESRD station inventory, there is an excess of 35 stations in this HSA. There are 6 ESRD facilities in HSA 10, all owned by Fresenius Medical Care North America and/or its affiliates, that are operating at an average utilization rate of 35%, as of December 31, 2022. This demonstrates adequate capacity in HSA 10 to accommodate the 12 current patients at the Aledo facility. Some patients may choose to explore home dialysis options and can be referred to any local home therapies facility. Those patients who wish to remain in-center will be transferred to an area Fresenius Medical Care facility of their choosing. There are no non-Fresenius facilities in the geographic service 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 planning area.**

Fresenius Medical Care North America and/or its affiliates, owns/operates all the dialysis clinics in the Health Service Area (HSA) area, therefore no requests for an impact statement were sent.

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 its affiliates in Illinois is at Attachment 11.
2. A listing of all health care facilities in Illinois, owned and/or operated by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.
3. 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.
4. 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

Clinic	Provider #	Address	City	Zip
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

Background – Clinic List
ATTACHMENT 11

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
#2 LLC Members Ownership

A listing of LLC members/partners of Fresenius Medical Care Quad Cities, LLC with at least a 5% interest in the Aledo facility.

Fresenius Medical Care Ventures, LLC has an 85% membership interest in Fresenius Medical Care Quad Cities, LLC.

Midwest Dialysis Ventures, LLC has a 15% membership interest in Fresenius Medical Care Quad Cities, LLC. Its address is 490 John Deere Road, Moline, IL 61265.

Midwest Dialysis Ventures, LLC is therefore a 15% member of the remaining Fresenius Medical Care Quad Cities, LLC facilities in Illinois.

Fresenius Kidney Care Geneseo – 600 N. College Avenue, Geneseo
Fresenius Kidney Care Moline – 400 John Deere Road, Moline
Fresenius Kidney Care Rock Island – 2623 17th Street, Rock Island
Fresenius Kidney Care Rock River-Dixon – 101 W. 2nd Street, Dixon
Fresenius Kidney Care Silvis – 880 Crosstown Avenue, Silvis

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

Certification & Authorization

Fresenius Medical Care Quad Cities, LLC

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

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

By: Scott Timmermann
 Scott Timmerman

By: Amy Mealman
 Amy Mealman

ITS: Vice President Market Development

ITS: Director of Operations

Notarization:

Subscribed and sworn to before me
 this 19th day of January, 2023

Christine F Jacob
 Signature of Notary

Seal

Notarization:

Subscribed and sworn to before me
 this 19th day of January, 2023

Christine F Jacob
 Signature of Notary

Seal



Background – Certification & Authorization
 Fresenius Medical Care Quad Cities, LLC
ATTACHMENT 11

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: 
 ITS: Assistant Treasurer

By: 
 ITS: Assistant Secretary

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

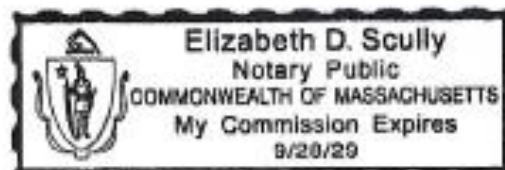
Signature of Notary

Seal

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

Signature of Notary

Seal



Background – Certification & Authorization
 Fresenius Medical Care Holdings, Inc
ATTACHMENT 11

Criterion 1110.110(b) – Purpose of the Project

1. The purpose of this project is to address the continuous low census at the Fresenius Kidney Care Aledo 8-station ESRD facility located at 409 NW 9th Avenue, Aledo.

The Aledo facility is a rural 8-station clinic that Fresenius acquired in 2016, along with several other clinics in the Quad City area. Since that time the facility has not operated at more than 33% capacity. Currently there are only 12 patients who dialyze at the facility. In recent years, Fresenius area clinics have had approximately 24% of patients choose to dialyze at home, an increase of 19% since 2020, adding to the decrease in the need for in-center treatment stations.

Fresenius Medical Care North America and/or its affiliates own and operate a total of 6 dialysis clinics in HSA 10 that are at a combined utilization rate of 36%, far below the HFSRB's target rate of 80%. Due to declining utilization and available capacity at nearby Fresenius Medical Care facilities, it was decided it would be best to discontinue the Aledo facility permitting staff to transfer to nearby Fresenius clinics while patients who choose home therapies can go any local home dialysis facility. Those patients wishing to remain in-center can choose a nearby Fresenius clinic of their choice. There are not any non-Fresenius clinics in the geographical service area. This will help make better use of resources, address low area utilization, and reduce the excess of stations in HSA 10.

2. The Aledo facility, located at 409 NW 9th Avenue, Aledo is in Mercer County and HSA 10. The geographical service area is a 19-mile radius surrounding the facility.
3. As mentioned previously, continuous low utilization, due in part to patients choosing home therapies, precipitated the decision to close the facility.
4. Not Applicable
5. It is reasonably anticipated that closing the facility, transferring staff to nearby clinics, and allowing patients to choose an alternative clinic to receive dialysis treatment in will allow for a more appropriate use of resources, address the HSA station excess, lower overall area utilization, and provide patients continuous uninterrupted access to dialysis services.
6. The goal of Fresenius Medical Care is to keep dialysis access available to this patient population while improving the use of resources. There is no direct empirical evidence relating to this project.

The discontinuation of the Fresenius Kidney Care Aledo dialysis facility will not have any impact on safety net services in the Aledo healthcare market of Mercer County in HSA 10. 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 similar to 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.

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
Net Patient Revenue	\$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.