

25-006
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ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
 APPLICATION FOR PERMIT

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION **HEALTH FACILITIES SERVICES REVIEW BOARD**

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Maple Avenue Kidney Center		
Street Address: 1111 Superior Street, Suite 204		
City and Zip Code: Melrose Park 60160		
County: Cook	Health Service Area: 7	Health Planning Area:

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

Exact Legal Name: Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC		
Street Address: 1111 Superior Street, Suite 204		
City and Zip Code: Melrose Park 60160		
Name of Registered Agent: Hamid Humayun		
Registered Agent Street Address: 610 S. Maple Ave., Suite 4100		
Registered Agent City and Zip Code: Oak Park 60304		
Name of Chief Executive Officer: Hamid Humayun, M.D.		
CEO Street Address: 610 S. Maple Ave, Suite 4100		
CEO City and Zip Code: Oak Park 60304		
CEO Telephone Number: 630-697-1414		

Type of Ownership of Applicants

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

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

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: Juan Morado, Jr. and Mark J. Silberman
Title: CON Counsel
Company Name: Benesch Friedlander Coplan & Aronoff, LLP
Address: 71 S. Wacker Drive, Suite 1600, Chicago, IL 60606
Telephone Number: 312-212-4967 and 312-212-4952
E-mail Address: JMorado@beneschlaw.com and MSilberman@beneschlaw.com
Fax Number: 312-767-9192

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

Name: Hamid Humayun, M.D.
Title: Managing Member
Company Name: Maple Avenue Kidney Center
Address: 1111 Superior Street, Suite 204, Melrose Park, IL 60160
Telephone Number: 855-766-2729
E-mail Address: humayuncorp@gmail.com

Fax Number: N/A
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: Hamid Humayun, M.D.
Title: Managing Member
Company Name: Maple Avenue Kidney Center
Address: 1111 Superior Street, Suite 204, Melrose Park, IL 60160
Telephone Number: 855-766-2729
E-mail Address: humayuncorp@gmail.com
Fax Number: N/A

Site Ownership [Provide this information for each applicable site]

Exact Legal Name of Site Owner: Lakeland Holdings 2020, LLC
Address of Site Owner: 3310 West End Avenue, Suite 700, Nashville, TN 37203
Street Address or Legal Description of the Site: 1111 Superior Street, Suite 204, Melrose Park, IL 60160
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.

Operating Identity/Licensee [Provide this information for each applicable facility and insert after this page.]

Exact Legal Name: Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC
Address: 1111 Superior Street, Suite 204, Melrose Park, IL 60160
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> For-profit Corporation <input type="checkbox"/> Governmental <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
<ul style="list-style-type: none"> ○ Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. ○ Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. ○ Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.
APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Organizational Relationships

Provide (for each applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.
APPEND DOCUMENTATION AS ATTACHMENT 4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Flood Plain Requirements [Refer to application instructions.]

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

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

Historic Resources Preservation Act Requirements [Refer to application instructions.]

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

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

DESCRIPTION OF PROJECT

1. Project Classification

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

Part 1110 Classification :

- Substantive
- Non-substantive

2. Narrative Description

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

Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC ("Maple Avenue Kidney Center"), an In-Center Hemodialysis Center, seeks to relocate its facility at 610 S. Maple Ave., Suite 4100 in Oak Park, IL 60304 to 1111 Superior Street, Suite 204, Melrose Park, IL 60160. Maple Avenue Kidney Center is currently approved for 18-stations at the hemodialysis center in its current location.

The relocation of this facility is being proposed in conjunction with the discontinuation of the current facility approximately three (3) miles away. The Applicant has concurrently filed an application with the Board to discontinue its operations at its current facility.

This project is classified as substantive, in that it involves a relocation of a health care facility 77 Ill. Admin. Code. 1110.20(c)(1)(A)(i). The total cost of this relocation is estimated to be \$552,066.

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	\$85,000	\$55,000	\$140,000
Modernization Contracts	-	-	-
Contingencies	\$10,000	\$4,000	\$14,000
Architectural/Engineering Fees	\$5,000	\$5,000	\$10,000
Consulting and Other Fees	\$5,000	\$31,000	\$36,000
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	\$326,194	\$139,798	\$465,992
Other Costs to Be Capitalized	-	-	-
Acquisition of Building or Other Property (excluding land)	-	-	-
TOTAL USES OF FUNDS	\$431,194	\$234,798	\$665,992
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$105,000	\$95,000	\$200,000
Pledges	-	-	-
Gifts and Bequests	-	-	-
Bond Issues (project related)	-	-	-
Mortgages	-	-	-
Leases (fair market value)	\$326,194	\$139,798	\$465,992
Governmental Appropriations	-	-	-
Grants	-	-	-
Other Funds and Sources	-	-	-
TOTAL SOURCES OF FUNDS	\$431,194	\$234,798	\$665,992
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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Purchase Price: Not Applicable
Fair Market Value: Not Applicable
The project involves the establishment of a new facility or a new category of service <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 \$2,865,000

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: <input type="checkbox"/> None or not applicable <input type="checkbox"/> Preliminary <input checked="" type="checkbox"/> Schematics <input type="checkbox"/> Final Working
Anticipated project completion date (refer to Part 1130.140): December 31, 2025
Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140): <input type="checkbox"/> Purchase orders, leases or contracts pertaining to the project have been executed. <input type="checkbox"/> Financial commitment is contingent upon permit issuance. Provide a copy of the contingent "certification of financial commitment" document, highlighting any language related to CON Contingencies <input checked="" type="checkbox"/> 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? <input checked="" type="checkbox"/> Cancer Registry <input type="checkbox"/> APORS NOT APPLICABLE <input checked="" type="checkbox"/> All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted <input checked="" type="checkbox"/> All reports regarding outstanding permits Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.
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Cost Space Requirements

Provide in the following format, the **Departmental Gross Square Feet (DGSF)** or the **Building Gross Square Feet (BGSF)** and cost. The type of gross square footage either DGSF or BGSF must be identified. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the 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							
In-Center Hemodialysis	\$431,194	-	4,000	4,000	-	-	-
Total Clinical	\$431,194	-	4,000	4,000	-	-	-
NON-REVIEWABLE							
Administrative	\$234,798	-	2,500	2,500	-	-	-
Total Non-clinical	\$234,798	-	2,500	2,500	-	-	-
TOTAL	\$665,992	-	6,500	6,500	-	-	-
APPEND DOCUMENTATION AS ATTACHMENT 9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.							

Facility Bed Capacity and Utilization

Complete the following chart, as applicable. Complete a separate chart for each facility that is a part of the project and insert the chart after this page. Provide the existing bed capacity and utilization data for the latest **Calendar Year for which data is available**. **Include observation days in the patient day totals for each bed service**. Any bed capacity discrepancy from the Inventory will result in the application being deemed **incomplete**.

FACILITY NAME: Maple Avenue Kidney Center		CITY: Oak Park			
REPORTING PERIOD DATES:		From: September 2024		to: October 2024	
Category of Service	Authorized Beds	Admissions	Patient Days	Bed Changes	Proposed Beds
Medical/Surgical	-	-	-	-	-
Obstetrics	-	-	-	-	-
Pediatrics	-	-	-	-	-
Intensive Care	-	-	-	-	-
Comprehensive Physical Rehabilitation	-	-	-	-	-
Acute/Chronic Mental Illness	-	-	-	-	-
Neonatal Intensive Care	-	-	-	-	-
General Long-Term Care	-	-	-	-	-
Specialized Long-Term Care	-	-	-	-	-
Long Term Acute Care	-	-	-	-	-
Other (Dialysis Stations)	18	53	11,232	-	-
TOTALS:	18	53	11,232	-	-

CERTIFICATION

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

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

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


SIGNATURE

Hamid Humayun, M.D.
PRINTED NAME

Manager Member
PRINTED TITLE

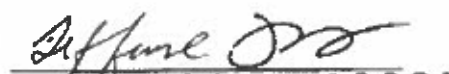

SIGNATURE


Yassem Qureshi, M.D.
PRINTED NAME

Managing Member
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 30 day of December 2024

Notarization:
Subscribed and sworn to before me
this 30 day of December 2024


Signature of Notary
Seal
TIFFANIE L LOGAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 21, 2026


Signature of Notary
Seal
TIFFANIE L LOGAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 21, 2026

*Insert the EXACT legal name of the applicant

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

1110.110(a) – Background of the Applicant

READ THE REVIEW CRITERION and provide the following required information:

BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A listing of all health care facilities currently owned and/or operated in Illinois, by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.
3. For the following questions, please provide information for each applicant, including corporate officers or directors, LLC members, partners, and owners of at least 5% of the proposed facility. A health care facility is considered owned or operated by every person or entity that owns, directly or indirectly, an ownership interest.
 - a. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application.
 - b. A certified listing of each applicant, identifying those individuals that have been cited, arrested, taken into custody, charged with, indicted, convicted, or tried for, or pled guilty to the commission of any felony or misdemeanor or violation of the law, except for minor parking violations; or the subject of any juvenile delinquency or youthful offender proceeding. Unless expunged, provide details about the conviction, and submit any police or court records regarding any matters disclosed.
 - c. A certified and detailed listing of each applicant or person charged with fraudulent conduct or any act involving moral turpitude.
 - d. A certified listing of each applicant with one or more unsatisfied judgements against him or her.
 - e. A certified and detailed listing of each applicant who is in default in the performance or discharge of any duty or obligation imposed by a judgment, decree, order or directive of any court or governmental agency.
4. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
5. If, during a given calendar year, an applicant submits more than one application for permit, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest that the information was previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant can submit amendments to previously submitted information, as needed, to update and/or clarify data.

APPEND DOCUMENTATION AS ATTACHMENT 11, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 11.

Criterion 1110.110(b) & (d)

PURPOSE OF PROJECT

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.
2. Define the planning area or market area, or other relevant area, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed as applicable and appropriate for the project.
4. Cite the sources of the documentation.
5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.
6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals **as appropriate**.

For projects involving modernization, describe the conditions being upgraded, if any. For facility projects, include statements of the age and condition of the project site, as well as regulatory citations, if any. For equipment being replaced, include repair and maintenance records.

NOTE: Information regarding the "Purpose of the Project" will be included in the State Board Staff Report.

APPEND DOCUMENTATION AS ATTACHMENT 12, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-6) MUST BE IDENTIFIED IN ATTACHMENT 12.

ALTERNATIVES

- 1) Identify **ALL** the alternatives to the proposed project:
Alternative options **must** include:
 - A) Proposing a project of greater or lesser scope and cost.
 - B) Pursuing a joint venture or similar arrangement with one or more providers or entities to meet all or a portion of the project's intended purposes; developing alternative settings to meet all or a portion of the project's intended purposes.
 - C) Utilizing other health care resources that are available to serve all or a portion of the population proposed to be served by the project; and
 - D) Provide the reasons why the chosen alternative was selected.
- 2) Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of total costs, patient access, quality, and financial benefits in both the short-term (within one to three years after project completion) and long-term. This may vary by project or situation. **FOR EVERY ALTERNATIVE IDENTIFIED, THE TOTAL PROJECT COST AND THE REASONS WHY THE ALTERNATIVE WAS REJECTED MUST BE PROVIDED.**
- 3) The applicant shall provide empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

APPEND DOCUMENTATION AS ATTACHMENT 13, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION IV. PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE

Criterion 1110.120 - Project Scope, Utilization, and Unfinished/Shell Space

READ THE REVIEW CRITERION and provide the following information:

SIZE OF PROJECT:

1. Document that the amount of physical space proposed for the proposed project is necessary and not excessive. **This must be a narrative and it shall include the basis used for determining the space and the methodology applied.**
2. If the gross square footage exceeds the BGSF/DGSF standards in Appendix B, justify the discrepancy by documenting one of the following:
 - a. Additional space is needed due to the scope of services provided, justified by clinical or operational needs, as supported by published data or studies and certified by the facility's Medical Director.
 - b. The existing facility's physical configuration has constraints or impediments and requires an architectural design that delineates the constraints or impediments.
 - c. The project involves the conversion of existing space that results in excess square footage.
 - d. Additional space is mandated by governmental or certification agency requirements that were not in existence when Appendix B standards were adopted.

Provide a narrative for any discrepancies from the State Standard. A table must be provided in the following format with Attachment 14.

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?
ESRD In-Center Hemodialysis Facility	6,500 GSF (18 Stations)	7,280 GSF	-780 GSF	YES

APPEND DOCUMENTATION AS ATTACHMENT 14, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

PROJECT SERVICES UTILIZATION:

This criterion is applicable only to projects or portions of projects that involve services, functions, or equipment for which HFSRB has established utilization standards or occupancy targets in 77 Ill. Adm. Code 1100.

Document that in the second year of operation, the annual utilization of the service or equipment shall meet or exceed the utilization standards specified in 1110 Appendix B. **A narrative of the rationale that supports the projections must be provided.**

A table must be provided in the following format with Attachment 15.

UTILIZATION					
	DEPT./ SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MEET STANDARD?
YEAR 1	ESRD	49.07%	49.07%	80%	No
YEAR 2	ESRD	49.07%	80.56%	80%	Yes

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

UNFINISHED OR SHELL SPACE:

Provide the following information:

1. Total gross square footage (GSF) of the proposed shell space.
2. The anticipated use of the shell space, specifying the proposed GSF to be allocated to each department, area, or function.
3. Evidence that the shell space is being constructed due to:
 - a. Requirements of governmental or certification agencies; or
 - b. Experienced increases in the historical occupancy or utilization of those areas proposed to occupy the shell space.
4. Provide:
 - a. Historical utilization for the area for the latest five-year period for which data is available; and
 - b. Based upon the average annual percentage increase for that period, projections of future utilization of the area through the anticipated date when the shell space will be placed into operation.

APPEND DOCUMENTATION AS ATTACHMENT 16, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

ASSURANCES:

Submit the following:

1. Verification that the applicant will submit to HFSRB a CON application to develop and utilize the shell space, regardless of the capital thresholds in effect at the time or the categories of service involved.
2. The estimated date by which the subsequent CON application (to develop and utilize the subject shell space) will be submitted; and
3. The anticipated date when the shell space will be completed and placed into operation.

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

F. Criterion 1110.230 - In-Center Hemodialysis

1. Applicants proposing to establish, expand and/or modernize the In-Center Hemodialysis category of service must submit the following information:
2. Indicate station capacity changes by Service: Indicate # of stations changed by action(s):

Category of Service	# Existing Stations	# Proposed Stations
<input checked="" type="checkbox"/> In-Center Hemodialysis	-	18

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

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.230(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (Formula calculation)	X		
1110.230(b)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.230(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.230(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.230(b)(5) - Planning Area Need - Service Accessibility	X		
1110.230(c)(1) - Unnecessary Duplication of Services	X		
1110.230(c)(2) - Maldistribution	X		
1110.230(c)(3) - Impact of Project on Other Area Providers	X		
1110.230(d)(1), (2), and (3) - Deteriorated Facilities and Documentation			X
1110.230(e) - Staffing	X	X	
1110.230(f) - Support Services	X	X	X
1110.230(g) - Minimum Number of Stations	X		
1110.230(h) - Continuity of Care	X		
1110.230(i) - Relocation (if applicable)	X		
1110.230(j) - Assurances	X	X	
APPEND DOCUMENTATION AS ATTACHMENT 24, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

4. **Projects for relocation** of a facility from one location in a planning area to another in the same planning area must address the requirements listed in subsection (a)(1) for the "Establishment of Services or Facilities", as well as the requirements in Section 1130.525 – "Requirements for Exemptions Involving the Discontinuation of a Health Care Facility or Category of Service" and subsection 1110.230(i) - Relocation of an in-center hemodialysis facility.

The following Sections **DO NOT** need to be addressed by the applicants or co-applicants responsible for funding or guaranteeing the funding of the project if the applicant has a bond rating of A- or better from Fitch's or Standard and Poor's rating agencies, or A3 or better from Moody's (the rating shall be affirmed within the latest 18-month period prior to the submittal of the application):

- Section 1120.120 Availability of Funds – Review Criteria
- Section 1120.130 Financial Viability – Review Criteria
- Section 1120.140 Economic Feasibility – Review Criteria, subsection (a)

SECTION VII. 1120.120 - AVAILABILITY OF FUNDS

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

\$200,000	<p>a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:</p> <ol style="list-style-type: none"> 1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and 2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion.
_____	<p>b) Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated timetable of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.</p>
_____	<p>c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated timetable of receipts.</p>
\$465,992	<p>d) Debt – a statement of the estimated terms and conditions (including the debt time, variable or permanent interest rates over the debt time, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including:</p> <ol style="list-style-type: none"> 1) For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated. 2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate. 3) For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc. 4) For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment. 5) For any option to lease, a copy of the option, including all terms and conditions.
_____	<p>e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent.</p>
_____	<p>f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt.</p>
_____	<p>g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.</p>
\$665,992	TOTAL FUNDS AVAILABLE
<p>APPEND DOCUMENTATION AS ATTACHMENT 34, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</p>	

SECTION VIII. 1120.130 - FINANCIAL VIABILITY- WAIVER MET

All the applicants and co-applicants shall be identified, specifying their roles in the project funding, or guaranteeing the funding (sole responsibility or shared) and percentage of participation in that funding.

Financial Viability Waiver

The applicant is not required to submit financial viability ratios if:

1. "A" Bond rating or better
2. All the project's capital expenditures are completely funded through internal sources
3. The applicant's current debt financing or projected debt financing is insured or anticipated to be insured by MBIA (Municipal Bond Insurance Association Inc.) or equivalent
4. The applicant provides a third-party surety bond or performance bond letter of credit from an A rated guarantor.

See Section 1120.130 Financial Waiver for information to be provided

APPEND DOCUMENTATION AS ATTACHMENT 35, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

The applicant or co-applicant that is responsible for funding or guaranteeing funding of the project shall provide viability ratios for the latest three years for which **audited financial statements are available and for the first full fiscal year at target utilization, but no more than two years following project completion.** When the applicant's facility does not have facility specific financial statements and the facility is a member of a health care system that has combined or consolidated financial statements, the system's viability ratios shall be provided. If the health care system includes one or more hospitals, the system's viability ratios shall be evaluated for conformance with the applicable hospital standards.

	Historical 3 Years			Projected
Enter Historical and/or Projected Years:				
Current Ratio				
Net Margin Percentage				
Percent Debt to Total Capitalization				
Projected Debt Service Coverage				
Days Cash on Hand				
Cushion Ratio				

Provide the methodology and worksheets utilized in determining the ratios detailing the calculation and applicable line item amounts from the financial statements. Complete a separate table for each co-applicant and provide worksheets for each.

Variance

Applicants not in compliance with any of the viability ratios shall document that another organization, public or private, shall assume the legal responsibility to meet the debt obligations should the applicant default.

APPEND DOCUMENTATION AS ATTACHMENT 36, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION IX. 1120.140 - ECONOMIC FEASIBILITY

This section is applicable to all projects subject to Part 1120.

A. Reasonableness of Financing Arrangements

The applicant shall document the reasonableness of financing arrangements by submitting a notarized statement signed by an authorized representative that attests to one of the following:

- 1) That the total estimated project costs and related costs will be funded in total with cash and equivalents, including investment securities, unrestricted funds, received pledge receipts and funded depreciation; or
- 2) That the total estimated project costs and related costs will be funded in total or in part by borrowing because:
 - A) A portion or all the cash and equivalents must be retained in the balance sheet asset accounts to maintain a current ratio of at least 2.0 times for hospitals and 1.5 times for all other facilities; or
 - B) Borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

B. Conditions of Debt Financing

This criterion is applicable only to projects that involve debt financing. The applicant shall document that the conditions of debt financing are reasonable by submitting a notarized statement signed by an authorized representative that attests to the following, as applicable:

- 1) That the selected form of debt financing for the project will be at the lowest net cost available.
- 2) That the selected form of debt financing will not be at the lowest net cost available but is more advantageous due to such terms as prepayment privileges, no required mortgage, access to additional indebtedness, term (years), financing costs and other factors.
- 3) That the project involves (in total or in part) the leasing of equipment or facilities and that the expenses incurred with leasing a facility or equipment are less costly than constructing a new facility or purchasing new equipment.

C. Reasonableness of Project and Related Costs

Read the criterion and provide the following:

- 1) Identify each department or area impacted by the proposed project and provide a cost and square footage allocation for new construction and/or modernization using the following format (insert after this page).

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE											
Department (List below)	A	B	C		D		E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const \$ (A x C)	Mod \$ (B x E)			
ESRD	\$35	-	4,000	-	-	-	140,000	-	140,000		
Contingency	\$3.50	-	4,000	-	-	-	14,000	-	14,000		
TOTALS	\$40.50	-	4,000	-	-	-	154,000	-	154,000		

* Include the percentage (%) of space for circulation

D. Projected Operating Costs

The applicant shall provide the projected direct annual operating costs (in current dollars per equivalent patient day or unit of service) for the first full fiscal year at target utilization but no more than two years following project completion. Direct cost means the fully allocated costs of salaries, benefits and supplies for the service.

E. Total Effect of the Project on Capital Costs

The applicant shall provide the total projected annual capital costs (in current dollars per equivalent patient day) for the first full fiscal year at target utilization but no more than two years following project completion.

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

SECTION X. SAFETY NET IMPACT STATEMENT

SAFETY NET IMPACT STATEMENT that describes all 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.

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients)	2020	2021	2022
Inpatient	-	-	-
Outpatient	-	0	0
Total	-	0	0
Charity (cost in dollars)			
Inpatient	-	-	-
Outpatient	-	\$31,800	\$37,200
Total	-	\$31,800	\$37,200
MEDICAID			
Medicaid (# of patients)	2020	2021	2022
Inpatient	-	-	-
Outpatient	-	10	9
Total	-	10	9
Medicaid (revenue)			
Inpatient	-	-	-
Outpatient	-	\$184,568	\$116,112
Total	-	\$184,568	\$116,112

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

SECTION X. CHARITY CARE INFORMATION

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

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

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

A table in the following format must be provided for all facilities as part of Attachment 39.

CHARITY CARE			
	2020	2021	2022
Net Patient Revenue	-	\$3,376,284.35	\$ 3,492,232.36
Amount of Charity Care (charges)		\$53,000.00	\$62,000.00
Cost of Charity Care		\$31,800.00	\$37,200.00



APPEND DOCUMENTATION AS ATTACHMENT 39, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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

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

1. Applicant: Maple Avenue Kidney Center, LLC 1111 Superior Street, Suite 204
(Name) (Address)
Melrose Park Illinois 60160 708-907-3066
(City) (State) (Zip Code) (Telephone Number)

2. Project Location: 4425 Southwest Highway Oak Lawn Illinois
(Address) (City) (State)
Cook Worth
(Country) (Township) (Section)

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

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

IS THE PROJECT SITE LOCATED IN A SPECIAL FLOOD HAZARD AREA: Yes__ No X?

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

If you are unable to determine if the site is in the mapped floodplain or 500-year floodplain, contact the county or the local community building or planning department for assistance.

If the determination is being made by a local official, please complete the following:

FIRM Panel Number: _____ Effective Date: _____

Name of Official: _____ Title: _____

Business/Agency: _____ Address: _____

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

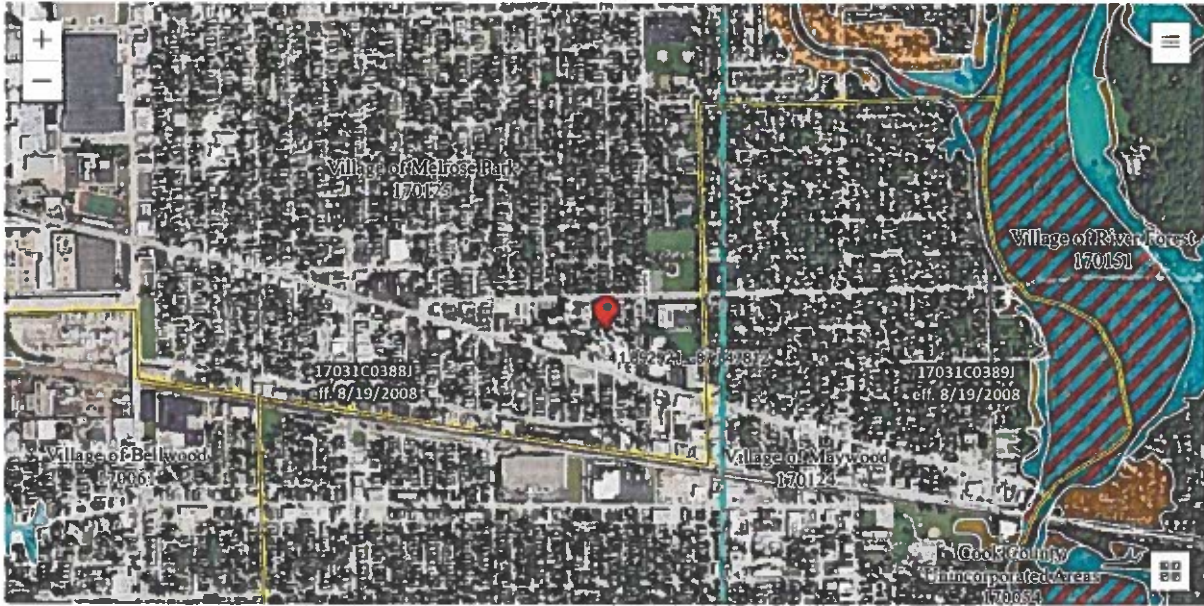
Signature: _____ Date: _____

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

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

FLOOD PLAIN MAP

1111 Superior Street, Suite 204, Melrose Park IL 60160



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	24-25
2	Site Ownership	26-35
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	36-37
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	38
5	Flood Plain Requirements	39-40
6	Historic Preservation Act Requirements	41-48
7	Project and Sources of Funds Itemization	49-50
8	Financial Commitment Document if required	51
9	Cost Space Requirements	52
10	Discontinuation	n/a
11	Background of the Applicant	53-55
12	Purpose of the Project	56-57
13	Alternatives to the Project	58
14	Size of the Project	59
15	Project Service Utilization	60
16	Unfinished or Shell Space	n/a
17	Assurances for Unfinished/Shell Space	n/a
Service Specific:		
18	Medical Surgical Pediatrics, Obstetrics, ICU	n/a
19	Comprehensive Physical Rehabilitation	n/a
20	Acute Mental Illness	n/a
21	Open Heart Surgery	n/a
22	Cardiac Catheterization	n/a
23	In-Center Hemodialysis	61-90
24	Non-Hospital Based Ambulatory Surgery	n/a
25	Selected Organ Transplantation	n/a
26	Kidney Transplantation	n/a
27	Subacute Care Hospital Model	n/a
28	Community-Based Residential Rehabilitation Center	n/a
29	Long Term Acute Care Hospital	n/a
30	Clinical Service Areas Other than Categories of Service	n/a
31	Freestanding Emergency Center Medical Services	n/a
32	Birth Center	n/a
Financial and Economic Feasibility:		
33	Availability of Funds	92-103
34	Financial Waiver	104
35	Financial Viability	n/a
36	Economic Feasibility	105-107
37	Safety Net Impact Statement	108-109
38	Charity Care Information	110
39	Flood Plain Information	111-112

ATTACHMENT 1

Type of Ownership of Applicant

Included with this attachment are:

1. The Certificate of Good Standing for the Applicant, Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC.

ATTACHMENT 1
Certificate of Good Standing
Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC

File Number 0063237-6



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, 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

OAK PARK KIDNEY CENTER, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON NOVEMBER 30, 2001, AND HAVING ADOPTED THE ASSUMED NAME OF MAPLE AVENUE KIDNEY CENTER, LLC ON OCTOBER 25, 2022, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



Authentication #: 2432502822 verifiable until 11/20/2025
Authenticate at: <https://www.isos.gov>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 20TH day of NOVEMBER A.D. 2024 .


SECRETARY OF STATE

ATTACHMENT 2 Site Ownership

The current owner of the building is Lakeland Holdings 2020, LLC. Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC has negotiated terms for a long-term lease with the current owner. A copy of the proposed lease is enclosed as evidence of control over the site.

ATTACHMENT 2 Site Ownership

COMMERCIAL LEASE AGREEMENT

I. The Parties. This Commercial Lease Agreement ("Agreement") made on October, 2024, by and between:

Landlord. Lakeland Holdings 2020, LLC, Having an address at 150 Airport Rd, Suite 900 Lakewood NJ 08701, ("Landlord")

AND

Tenant. Comprehensive Kidney Care (CKC), Having an address at Dr. Hamid Humayum
610 S. Maple Ave. Suite 4100, Oak Park, IL 60304

Collectively, the Landlord and Tenant shall be referred to herein as the "Parties".

The Parties agree as follows:

II. DESCRIPTION OF LEASED PREMISES. The Landlord hereby leases to the Tenant the 2nd floor office space (Suites 204), measuring approximately 6510 sq. ft., located at 1111 Superior Street, Melrose Park, IL 60160. Hereinafter known as the "Premises".

III. USE OF LEASED PREMISES. The Landlord is leasing the Premises to the Tenant and the Tenant is hereby agreeing to lease the Premises for the following use and purpose: Office space and Clinical Trial purpose.

IV. TERM OF LEASE. The initial term of this Lease ("Initial Term") is set to commence on 1 month after Comprehensive Kidney Care receives CON approval, ("Commencement Date") and will extend for a period of 4 years.

FIRST RIGHT OF REFUSAL AGREEMENT

- The Landlord grants CKC the first right of refusal to lease Suite 204 during CKC's CON approval process. CKC shall have the right to match any bona fide offer from another party for the lease of Suite 204, provided that such offer is received by the Landlord during the CON approval period.

Lease Signing Timeline

- If CKC is unable to sign a lease for Suite 204 within the same timeframe as any other interested party, the Landlord may proceed to lease Suite 204 to that other party.

Notice Requirements

- The Landlord shall notify CKC in writing of any offers received for Suite 204, providing CKC with a reasonable timeframe to respond.

V. BASE RENT. Rent payments should be received by Lakeland Holding 2020, LLC by the 1st day of each month.

ATTACHMENT 2 Site Ownership

PERIOD	BASE RENTAL	ANNUAL BASE RENTAL	MONTHLY
Months 1 and 24	\$17.50/sf	\$113,926	\$9,493.75
Months 25 – 36	\$18.02/sf	\$ 117,310.20	\$ 9,775.85
Months 37- 48	\$18.56/sf	\$120,829.51	\$10,069.12

VII. EXPENSES.

- I. Utilities. The Tenant will be responsible for all utilities associated with the Premises including, but not limited to, electricity and internet and shall make payments directly to the service provider(s).
- II. Maintenance and Repairs. The Tenant will be responsible for the interior maintenance and any repairs required as a result of Tenant's actions or negligence.
- III. Janitorial Services. The Tenant shall make arrangements for janitorial services at the Suite(s). Tenant shall pay the entire cost of such janitorial services.
- IV. Tenant's Share of Operating Costs and Real Estate Taxes. Tenant shall pay its proportionate share of any increase in the Building's Operational Expense on excess of a base year 2023. In addition, Tenant shall pay its proportionate share of any increase in the Building's real estate property taxes in excess of a base year 2023. Such expenses shall be grossed-up to reflect Building occupancy of one hundred percent (100%).

a. Tenant's Share of Real Estate Taxes.

(a) "Real Estate Taxes" means all general and special real estate taxes, special assessments and other ad valorem taxes, levies and assessments paid upon or in respect to the Building or the land upon which the Building is located (the "Land") and all taxes or other charges imposed in lieu of any such taxes, including fees of counsel and experts which are reasonably incurred by, or reimbursable by, Landlord in seeking any reduction in the assessed valuation of the Building and/or the underlying land or a judicial review thereof, subject to the following (i) the amount of ad valorem real and personal property taxes against Landlord's real and personal property to be included in Real Estate Taxes shall be the amount which accrues or is assessed with respect to such property for any

ATTACHMENT 2 Site Ownership

calendar year, notwithstanding that such Real Estate Taxes are paid or payable in a different calendar year (similarly, the amount of any tax refunds received by Landlord during the Term shall be credited against Real Estate Taxes for the calendar year to which such refunds are attributable, determined with reference to the calendar year in which such Real Estate Taxes accrued). If any such application or review results in a refund on account of any prior assessment, Landlord shall, after payment of reasonable expenses incurred in connection therewith (whether by Landlord, Tenant or other tenants of the Building), reimburse Tenant its prorata share of such refund. Notwithstanding the foregoing, the term "Real Estate Taxes" shall under no circumstances include any interest or penalties paid by Landlord as a result of Landlord's not paying Real Estate Taxes when due and payable, any net income, franchise or capital gains tax imposed or constituting a lien upon Landlord or all or any part of the Real Property.

(b) The Base Year for Real Estate Taxes for the Lease shall be 2023 taxes payable in 2024.

(c) For each month year subsequent to the Base Year, Tenant agrees to pay, as Additional Rental, Tenant's prorata share, of the amount by which the Real Estate Taxes assessed for such calendar year.

4.2 Tenant's Share of Operating Costs.

(a) Operating Costs shall be paid monthly or incurred by Landlord in the maintenance and operation of the Building. For these purposes, "Operating Costs" shall mean, for any calendar year, the sum of all expenses, costs and disbursements of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership, management, operation and maintenance of the Building, parking facilities, grounds and land upon which it is situated including but not limited to the following: all management office expenses; all applicable sales and use taxes; expenses incurred for common area heating, cooling, water and other required utilities necessary to operate the Building; cost of

ATTACHMENT 2 Site Ownership

insurance; cost of janitorial and cleaning service trash collection services, pest control and security service; salaries, wages and other personnel costs of engineers, superintendents, watchpersons, and all other employees of the Building; charges under maintenance and service contracts for elevators, chillers, boilers and/or controls; window cleaning; Building and grounds maintenance; parking lot maintenance; management fees; permits and licenses; all maintenance and repair expenses and supplies including replacement of fluorescent light bulbs and ballasts in building standard lighting fixtures; amortization, depreciation and replacement costs, interest and other debt costs with respect to equipment or machinery purchased to replace existing equipment or equipment items purchased which are labor saving or energy conserving devices used in the maintenance and operation of the Building to the extent of actual savings, or equipment, systems or other capital expenditures purchased to comply with the wishes or directives of a governing agency or body, and all other costs and expenses properly incurred in the operation and maintenance of an office building. In the event that Tenant is required to make any repairs or maintenance to the Premises of a capital nature (subject to and in accordance with the provisions of this Lease), Tenant shall only be responsible for Operating Costs paying that portion of the costs for such repair or maintenance which is attributable to the portion of the useful life of such repair or maintenance which falls within the then remaining term of the Lease.

(b) The Base Year for Operating Costs for the Lease shall be 2023.

(c) For each month subsequent to the Base Year, Tenant agrees to pay, as Additional Rental, Tenant's prorata share, of the amount by which the Operating Costs for such calendar year exceeds the Operating Costs for the Base Year (such excess hereinafter referred to as ("**Excess Operating Costs**").

V. Insurance. Tenant shall maintain, at all times during the Term of this Lease, comprehensive general liability insurance with a reputable insurance company that is satisfactory to Landlord. The insurance shall provide single limit coverage of not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000.00) in aggregate for injury to or death of persons and for property damage. During the Term of this Lease, Tenant shall furnish the Landlord with certificates of insurance, in a form reasonably acceptable to Landlord, covering

ATTACHMENT 2 Site Ownership

such insurance so maintained by Tenant and naming Landlord and Landlord's mortgagees, if any, as additional insured.

VIII. SECURITY DEPOSIT. In addition to the above, a security deposit equal to two months of rent, in the amount of Three Thousand Eight Hundred Six Dollars and Thirty-two cents (\$3,806.32), shall be due and payable upon signing this Lease, hereinafter referred to as the "Security Deposit". The Security Deposit may not be used to pay the last month's rent unless written permission is granted by the Landlord. Upon written request from Tenant, Landlord shall return the security deposit in no later than thirty (30) calendar days from the date of such request either due to expiration or early termination as provided herein under this Lease Agreement (whichever is earlier).

IX. LEASEHOLD IMPROVEMENTS. The Tenant agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Landlord in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Landlord at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Tenant makes any improvements to the Premises the Tenant shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Tenant or any other person acting for the Tenant to encumber the rents of the Premises or the interest of the Tenant in the Premises or any person under and through whom the Tenant has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Tenant be construed to be the agent, employee or representative of Landlord. In the event a lien is placed against the Premises, through actions of the Tenant, Tenant will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Tenant fails to have the Lien removed, the Landlord shall take steps to remove the lien and the Tenant shall pay Landlord for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

XI. OBLIGATIONS OF TENANT. The Tenant shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Tenants, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Tenant shall properly maintain the Premises in a good, safe, and clean condition. The Tenant shall properly and remove all rubbish and hazardous wastes in a timely manner and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Tenant, their employees, agents, business invitees, or any independent contractors serving the Tenant or in any way as a result of Tenant's use and occupancy of the Premises, then the Tenant shall be primarily responsible for seeing that the proper claims are placed with the Tenant's insurance company, or the damaging party's

ATTACHMENT 2 Site Ownership

insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Landlord, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Tenant.

The Tenant shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Tenant or their guests or invitees. Furthermore, the Tenant shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the Premises. Tenant shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

XIII. SUBLET/ASSIGNMENT. The Tenant may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Landlord.

XIV. DAMAGE TO LEASED PREMISES. In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Tenant and which precludes or adversely affects the Tenant's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Tenant and until the demised Premises have been put in a condition at the expense of the Landlord, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Landlord's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

XV. DEFAULT AND POSSESSION: In the event that the Tenant shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Landlord may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Tenant's personal property, equipment or fixtures left on the Premises which items may be held by the Landlord as security for the Tenant's eventual payment and/or satisfaction of rental defaults or other defaults of Tenant under the Lease. It is further agreed, that if the Tenant is in default, that the Landlord shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Landlord in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Landlord may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the

ATTACHMENT 2 Site Ownership

Tenant's, at the Tenant's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Tenant's property, including the storage of the same, under reasonable terms and conditions at Tenant's expense, and, in addition, it is understood that the Landlord may sue the Tenant for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

Rent which is in default for more than Five Days after due date shall accrue a payment penalty of the following:

Flat Late fee of \$500 per occurrence until the amount is paid in full.

XVI. INDEMNIFICATION. The Tenant hereby covenants and agrees to indemnify, defend and hold the Landlord harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Tenant's use and occupancy of the Premises, and further shall indemnify the Landlord for any losses which the Landlord may suffer in connection with the Tenant's use and occupancy or care, custody and control of the Premises.

XVII. BANKRUPTCY - INSOLVENCY. The Tenant agrees that in the event all or a substantial portion of the Tenant's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Tenant make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Tenant institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Landlord hereunder or by law provided, it shall be lawful for the Landlord to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Tenant shall have no further claim thereon.

XVIII. SUBORDINATION AND ATTORNMENT. Upon request of the Landlord, Tenant will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Landlord under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Tenant shall not be in default under the terms of this Lease. Tenant agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Tenant shall, in the event of the sale or assignment of Landlord's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made

ATTACHMENT 2 Site Ownership

by Landlord covering the Premises, attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

XIX. MISCELLANEOUS TERMS.

- I. Usage by Tenant: Tenant shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Tenant shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Tenant allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises.
- II. Signs: Tenant shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Landlord's prior written consent and the approval of the Municipality. Thereafter, Tenant agrees to maintain such sign or advertising matter as first approved by Landlord in good condition and repair. Furthermore, Tenant shall conform to any uniform reasonable sign plan or policy that the Landlord may introduce with respect to the building. Upon vacating the Premises, Tenant agrees to remove all signs and to repair all damages caused or resulting from such removal.
- III. Condition of Premises: The Tenant acknowledges that the Premises are under renovation. The Landlord aims to have all renovations completed, with the Premises in good working order at the start of the lease term. However, minor delays may occur. By signing this lease, the Tenant accepts the Premises and all its fixtures in their 'as is' condition at the time of occupancy.
- IV. Right of Entry: It is agreed and understood that the Landlord and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Landlord under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.
- V. Quiet Enjoyment: Upon Tenant paying rent for the premises and performing all of the reasonable covenants herein, Tenant shall have quiet possession of the premises for the entire term. Tenant's right to quiet possession of the premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the rent and performs all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms.

XX. ESTOPPEL CERTIFICATE. Tenant at any time and from time to time, upon at least ten (10) days prior notice by Landlord, shall execute, acknowledge and deliver to Landlord, and/or to any other person, firm or corporation specified by Landlord, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid,

ATTACHMENT 2 Site Ownership

and stating whether or not there exists any default by Landlord under this Lease and, if so, specifying each such default.

XXI. HOLDOVER. Should Tenant remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Landlord so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

XXII. WAIVER. Waiver by Landlord of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

XXIII. GOVERNING LAW. This Lease shall be governed by the laws of the State of Illinois

XXIV. NOTICES. Payments and notices shall be addressed to the addresses listed at the beginning of this lease.

XXV. AMENDMENT. No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

XXVI. BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Landlord and the Tenants and/or their respective successors, heirs, assigns, executors and administrators.

SIGNATURES ON FOLLOWING PAGE

ATTACHMENT 3 Operating Entity/Licensee

Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC, is licensed by the Illinois Department of Public Health and will remain the licensee following this project. Attached as evidence of the owner entity's good standing is a Certificate of Good Standing issued by Illinois Secretary of State.

ATTACHMENT 3
Certificate of Good Standing
Oak Park Kidney Center, LLC d/b/a Maple Avenue Kidney Center, LLC

File Number 0063237-6



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, 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

OAK PARK KIDNEY CENTER, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON NOVEMBER 30, 2001, AND HAVING ADOPTED THE ASSUMED NAME OF MAPLE AVENUE KIDNEY CENTER, LLC ON OCTOBER 25, 2022, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

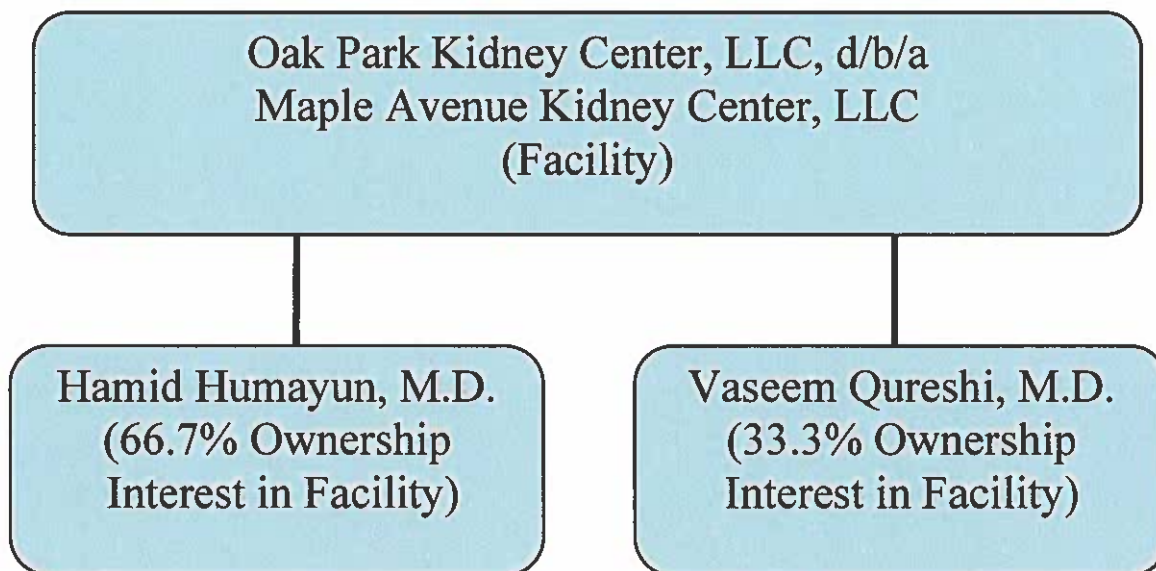


Authentication #: 2432502822 verifiable until 11/20/2025
Authenticate at: <https://www.isos.gov>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 20TH day of NOVEMBER A.D. 2024 .


SECRETARY OF STATE

**ATTACHMENT 4
Organizational Chart**



ATTACHMENT 5
Flood Plain Requirements Letter

December 27, 2024

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

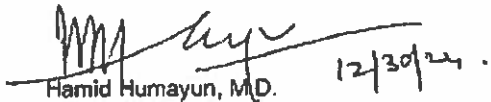
Re: Maple Avenue Kidney Center- Flood Plain Letter

Dear Mr. Kniery:

As representative Oak Park Kidney Center, LLC d/b/a Maple Avenue Kidney Center, I, Hamid Humayun, M.D., affirm that the site for the establishment of an end stage renal disease facility complies with the Illinois Executive Order #2005-5. The facility is located at 1111 Superior Street, Suite 204, Metrose Park, Illinois and it is not located in a flood plain. Enclosed as evidence, please find enclosed a map from the Federal Emergency Management Agency ("FEMA").

I hereby certify this is true and is based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

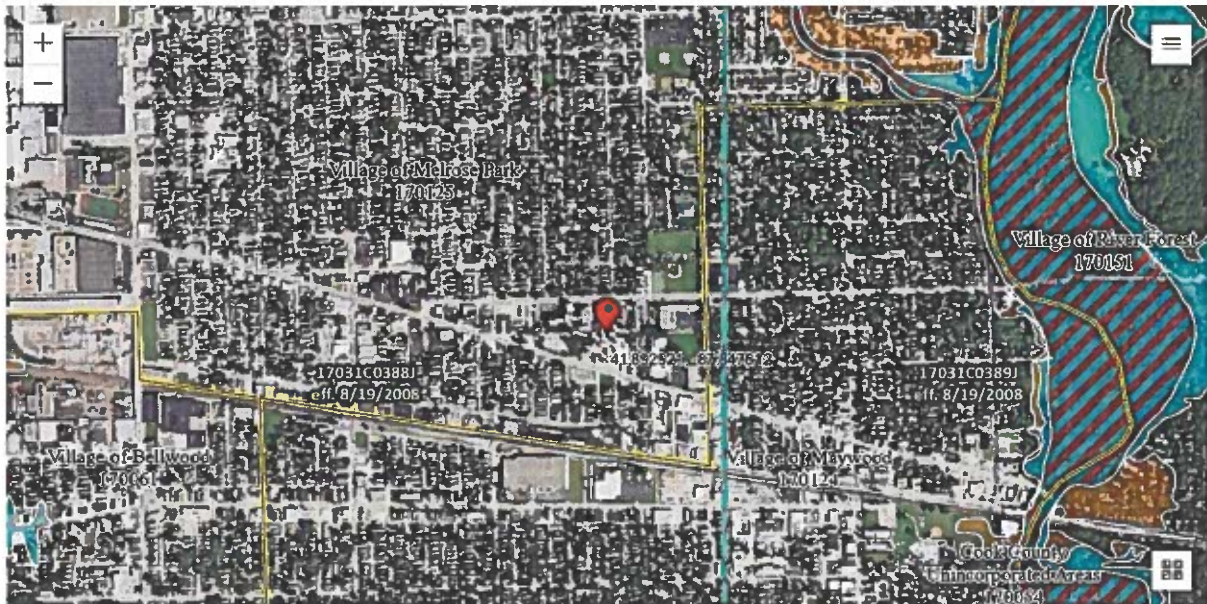
Sincerely,


Hamid Humayun, M.D.
Managing Member
Oak Park Kidney Center, LLC d/b/a Maple Avenue Kidney Center

ATTACHMENT 5 Flood Plain Requirements Letter

FLOOD PLAIN MAP

1111 Superior Street, Suite 204, Melrose Park IL 60160



ATTACHMENT 6

Historical Preservation Act Requirements

The Applicant previously submitted a request for determination to the Illinois Department of Natural Resources - Preservation Services Division. A final determination has not been received to date. A copy of the request and subsequent letter of clearance is enclosed.

ATTACHMENT 6
Historical Preservation Act Requirements



Juan Morado Esq.
71 South Wacker Drive, Suite 1600
Chicago, IL 60606
Direct Dial: 312.212.4967
Fax: 312.757.9192
jmorado@beneschlaw.com

December 6, 2024

VIA EMAIL

LaDonna Young
Preservation Services Division
Illinois State Historic Preservation Office
Illinois Department of Natural Resources
1 Natural Resources Way
Springfield, IL 62702
SHPO.Review@illinois.gov

Re: Certificate of Need Application for the Establishment of an In-Center Hemodialysis Center – Maple Avenue Kidney Center

Dear Jeffrey:

I am writing on behalf of my client, Oak Park Kidney Center, LLC d/b/a Maple Avenue Kidney Center ("Maple Avenue") to request a review of the project area under Section 4 of the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420/1 et. seq.). Maple Avenue is submitting an application for a Certificate of Need from the Illinois Health Facilities and Services Review Board. Maple Avenue is proposing to establish an In-Center Hemodialysis Center, to be located at 1111 Superior Street, Suite 204, Melrose Park, IL 60160 (the "Project").

The proposed Project will occupy approximately 6,500 square feet in an existing building. The Project will be an In-Center Hemodialysis Center providing hemodialysis to support kidney failure and kidney disease patients, and will house a patient waiting room, physician office space, a nursing station, examination rooms, and eighteen (18) dialysis stations, along with administrative and mechanical space. For your reference, we have included pictures of the topographic maps, areal maps, and existing lot images (Attachments 1-3) showing the general location of the project.

We respectfully request review of the project area and a determination letter at your earliest convenience. Thank you in advance for all of the time and effort that will be going into this review.

ATTACHMENT 6
Historical Preservation Act Requirements

Very truly yours,

**BENESCH, FRIEDLANDER,
COPLAN & ARONOFF LLP**

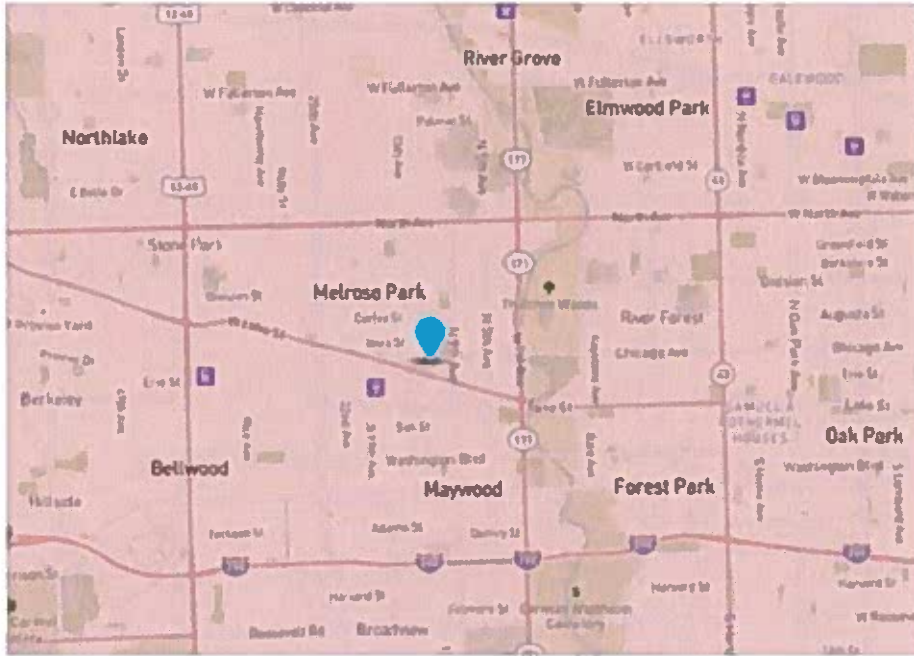

Juan Morado, Jr.

JM:
Enclosures

ATTACHMENT 6 Historical Preservation Act Requirements

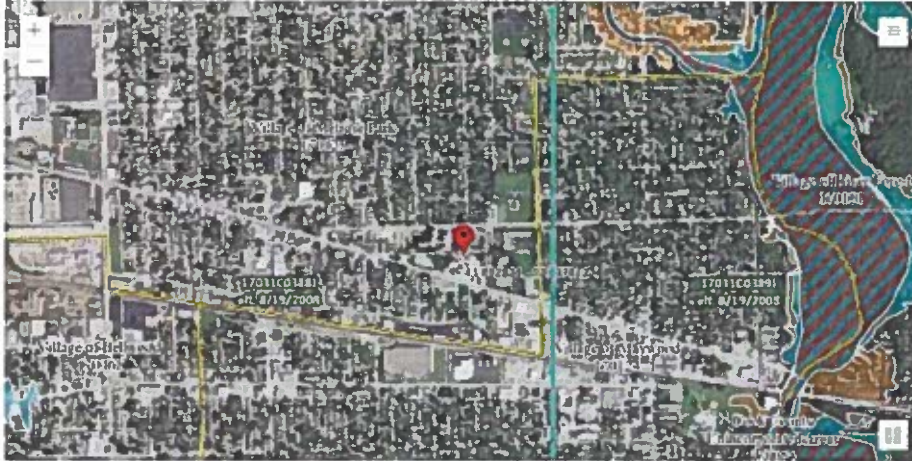
Attachment 1

Topographical Map

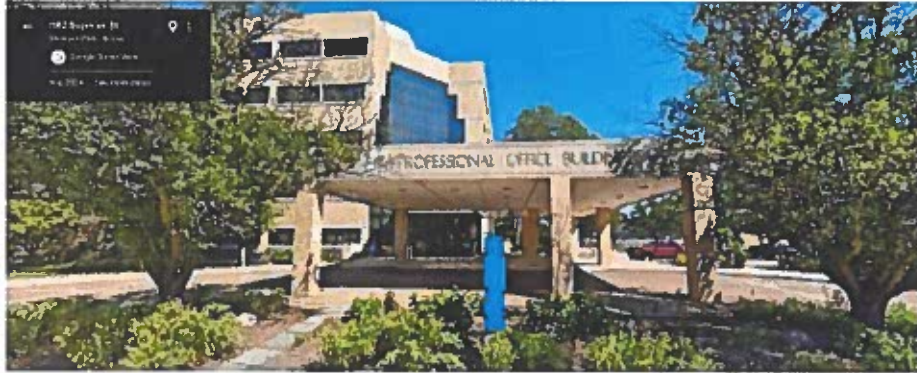


ATTACHMENT 6 Historical Preservation Act Requirements

Aerial Map



ATTACHMENT 6
Historical Preservation Act Requirements
Street view of property



ATTACHMENT 6 Historical Preservation Act Requirements

Aerial view



ATTACHMENT 6 Historical Preservation Act Requirements



Illinois
Department of
Natural
Resources

JB Pritzker, Governor • Natalie Phelps Finnis, Director
One Natural Resources Way • Springfield, Illinois 62702-1271

www.dnr.illinois.gov

Cook County
Melrose Park
Establishing In Center Hemodialysis Center in Existing Building
1111 Superior St.

IHFSRB, SHPO Log #004122724

January 2, 2025

Juan Morado
Benesch, Friedlander, Coplan and Aronoff LLP
71 S. Wacker Dr., Suite 1600
Chicago, IL 60606

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

Our review of the records indicates that no historic, architectural properties exist within the project area. This office did not conduct an archaeological review as no ground disturbing activity will be undertaken by this project.

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

If you have any further questions, please contact Steve Dasovich, Cultural Resources Manager, at 217/782-7441 or at Steve.Dasovich@illinois.gov.

Sincerely,

Carey L. Mayer, AIA
Deputy State Historic Preservation Officer

ATTACHMENT 7
Project Costs and Sources of Funds

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	\$85,000	\$55,000	\$140,000
Modernization Contracts	-	-	-
Contingencies	\$10,000	\$4,000	\$14,000
Architectural/Engineering Fees	\$5,000	\$5,000	\$10,000
Consulting and Other Fees	\$5,000	\$31,000	\$36,000
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	\$326,194	\$139,798	\$465,992
Other Costs to Be Capitalized	-	-	-
Acquisition of Building or Other Property (excluding land)	-	-	-
TOTAL USES OF FUNDS	\$431,194	\$234,798	\$665,992
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$105,000	\$95,000	\$200,000
Pledges	-	-	-
Gifts and Bequests	-	-	-
Bond Issues (project related)	-	-	-
Mortgages	-	-	-
Leases (fair market value)	\$326,194	\$139,798	\$465,992
Governmental Appropriations	-	-	-
Grants	-	-	-
Other Funds and Sources	-	-	-
TOTAL SOURCES OF FUNDS	\$431,194	\$234,798	\$665,992
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

ATTACHMENT 7 Project Costs and Sources of Funds

New Construction Contracts - The proposed project will modernize an existing building to construct a 18 station In-Center Hemodialysis facility. The project building costs are based on national architectural and construction standards and adjusted to compensate for several factors. The clinical construction costs are estimated to be \$140,000 or \$40.50 per clinical square foot.

Painting	\$25,000
Flooring	\$30,000
Tile	\$50,000
Signage	\$15,000
Miscellaneous - Builder's Risk Insurance, Bonds, Contractor's Fees, etc.)	\$20,000

Contingencies - The contingency costs listed are for unforeseeable events relating to construction costs that are not included in the construction contracts. The clinical costs for the contingency line item are estimated to be \$10,00 or 3.5% of the new construction contract costs.

Architectural/Engineering Fees - The clinical project cost for architectural/engineering fees are projected to be \$5,000 or .055% of the new construction and contingencies costs.

Architectural Services	\$5,000
------------------------	---------

Consulting and Other Fees - The Project's consulting fees are primarily comprised of various project related fees, additional state/local fees, and other CON related costs.

Networking and Security	\$16,000
Computer and Software	\$25,000

FMV of Leased Space - The applicant intends to enter into a 4-year lease with an initial rent rate of \$113,926.

Lease Year	Annual Cost
Year 1	\$113,926
Year 2	\$113,926
Year 3	\$117,310.20
Year 4	\$120,829.51
Total	\$465,991.71

ATTACHMENT 8 Project Status and Completion Schedules

The proposed project plans are still at a schematic stage. The proposed project completion date is December 31, 2025. Financial commitment for the project will occur following permit issuance, but in accordance with HFSRB regulations.



ATTACHMENT 9 Cost Space Requirement

The proposed project involves the establishment of an 18 station ESRD In-Center Hemodialysis facility in a total of 6,500 GSF.

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							
In-Center Hemodialysis	\$431,194	-	4,000	4,000	-	-	-
Total Clinical	\$431,194	-	4,000	4,000	-	-	-
NON-REVIEWABLE							
Administrative	\$234,798	-	2,500	2,500	-	-	-
Total Non-clinical	\$234,798	-	2,500	2,500	-	-	-
TOTAL	\$665,992	-	6,500	6,500	-	-	-
APPEND DOCUMENTATION AS ATTACHMENT 9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.							

ATTACHMENT 11

Background of the Applicants

The following information is provided to illustrate the qualifications, background and character of the Applicant and to assure the Health Facilities and Services Review Board that the proposed in-center hemodialysis, End Stage Renal Dialysis ("ESRD") facility will provide a property standard of health care services for the community.

Maple Avenue Kidney Center, LLC

1. The proposed project is brought by Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC. The ownership of the facility is reflected in Attachment 4.
2. Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC does not directly have an ownership interest in any other health care facility. The Applicant certifies that there have been no adverse actions taken during the three (3) years prior to the filing of this Application. A letter certifying to the above information is included at Attachment 11.
3. We have included a letter authorizing access to the HFSRB and IDPH to verify information about the Applicant at Attachment 11.

Background of Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC

The Applicant, by its signatures to the Certification pages of this application, attests that it is fit, willing, able, and have the qualifications, background, and character to adequately provide a proper standard of health service for the community.

Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC is a independent and physician owned and operated entity that operates one (1) ESRD facilities in the State of Illinois. Drs. Hamid Humayun and Vaseem Qureshi own the applicant entity, with 66.7% and 33.3% ownership, respectively. Dr. Humayun is a board-certified Nephrologist and published author of multiple articles covering a diverse range of issues relevant to his medical practice. He has completed fellowships at Christ Community Hospital, St. Mary of Nazareth, and Edward Hines Jr VA Hospital. He is a Fellow of the Society of Nephrology and the American College of Physicians.

Youshay Humayun is also a board-certified Nephrologist and he completed his nephrology fellowship at the University of Mississippi, a critical care fellowship at St. Louis University, and Chief Medical Residency at MacNeal Hospital in Berwyn, Illinois. In addition to outpatient care, Dr. Humayun worked as an intensivist in hospital critical care units, taught residents in nephrology and internal/family medicine and co-founded a peritoneal/home dialysis program for patients. Dr. Humayun scope of practice also included working with patients in acute care, Long Term Care Acute Care Hospital ("LTACH") and Skilled Nursing Facility ("SNF") settings.

The existing facility that is be relocated is currently operated out of a medical office building on the campus of Rush Oak Park Hospital. They serve patients from throughout the geographic service area and the physicians associated with the facility have affiliations with several healthcare institutions.

ATTACHMENT 11 Background of the Applicants

December 27, 2024

John P. Knery
Board Administrator
Health Facilities and Services Review Board
525 W. Jefferson Street, Floor 2
Springfield, IL 62761

Re: Maple Avenue Kidney Center- Certification and Authorization Letter

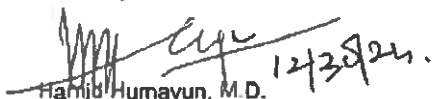
Dear Mr. Knery:

As representative Oak Park Kidney Center, LLC d/b/a Maple Avenue Kidney Center, I, Hamid Humayun, M.D., I give authorization to the Health Facilities and Services Review Board and the Illinois Department of Public Health ("IDPH") to access documents necessary to verify the information submitted including, but not limited to: official records of IDPH or other state agencies, the licensing or certification records of other states, and the records of nationally recognized accreditation organizations.

I verify that Oak Park Kidney Center, LLC d/b/a Maple Avenue Kidney Center owns one other existing facility, and that facility has had no adverse actions in the past three (3) years.

I hereby certify this is true and is based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

Sincerely,



Hamid Humayun, M.D.
Managing Member
Oak Park Kidney Center, LLC d/b/a Maple Avenue Kidney Center

ATTACHMENT 11 Background of the Applicants



122 S. Michigan Ave., Suite 2009 • Chicago, Illinois 60603-6152 • www.dph.illinois.gov

July 3, 2024

Kareem Syed Shah, Clinic Manager
Maple Avenue Kidney Center - 142644
610 S Maple Avenue
Oak Park, IL 60304

Via E-mail: syed.makc@gmail.com

Dear Administrator:

On 5/16/2024, staff of the Illinois Department of Public Health conducted a recertification survey at Maple Avenue Kidney Center – 142644 to determine compliance with federal requirements for participation in the Medicare program. Deficiencies were identified and Plan of Correction (PoC) was received.

After review of the (PoC), Illinois Department of Public Health staff conducted a revisit survey on 7/1/2024. At the time of that revisit survey, no deficiencies were identified, and you are determined to be in compliance with federal requirements surveyed.

If you have any questions concerning this notice, please contact my staff at the address above or telephone (312) 793-2222. You may also telephone the Department's TTY number for the hearing impaired at 1-800-547-0466.

Sincerely,

Annette Hodge, RN BSN
Field Operations Section Chief
Division of Health Care Facilities and Programs

ATTACHMENT 12

Purpose of Project

This project is designed to relocate the existing Maple Avenue Kidney Center facility and to support the growing patients at the facility and patients from the geographic service area. The proposed project intends to ensure the continued availability of dialysis services that will undoubtedly improve the health care and well-being of the patients in the market area that will be served. The planning area is defined by the state as Planning Area 7 and the existing facility is operating at over 49.7%% utilization, which is under the state's target utilization for in-center hemodialysis facilities. However, there is a large and growing patient population that the facility serves that are currently diagnosed as CKD level 4 and 5 patients. It is expected that a number of those patients will require in-center hemodialysis services in the coming months/years.

This facility is necessary in that it provides life sustaining dialysis services to its patients. Dialysis is a life-saving treatment for individuals with kidney failure, a condition where the kidneys are no longer able to filter waste products from the blood. This treatment is essential for maintaining the balance of electrolytes, controlling blood pressure, and removing waste and excess fluids from the body. However, the cost and complexity of dialysis have prompted a growing interest in alternate treatment modalities and value-based care approaches to improve patient outcomes and reduce healthcare costs.

Over the years, there have been significant advances in in-center hemodialysis treatment aimed at improving the effectiveness, safety, and overall experience for patients undergoing this life-sustaining therapy. Modern dialysis machines are equipped with advanced monitoring and control systems that allow for more precise control of dialysis parameters such as ultrafiltration rate, dialysate composition, and treatment time. This level of precision and control can help optimize the dialysis process for each individual patient, leading to better treatment outcomes and improved patient safety and experience. This includes efforts to minimize the discomfort and inconvenience associated with dialysis, such as the development of more comfortable dialysis chairs, improved needle insertion techniques, and the use of distraction therapies during treatment. By addressing the psychosocial and emotional aspects of dialysis, healthcare providers can help improve patient satisfaction and adherence to treatment, ultimately leading to better outcomes for patients undergoing in-center hemodialysis.

Value-based care in the context of dialysis focuses on delivering high-quality care that is efficient, effective, and patient-centered. This approach aims to achieve better health outcomes for patients while optimizing the use of healthcare resources. By shifting the focus from volume-based reimbursement to value-based reimbursement, these CMS driven changes are more closely aligned with the facility's longtime patient centric approach.

One of the key principles of value-based care in dialysis is the emphasis on patient-centered care. Maple Avenue Kidney Center's patient model already involves engaging patients in their treatment decisions, addressing their individual needs and preferences, and empowering them to take an active role in managing their health. By involving patients in the decision-making process, healthcare providers can ensure that treatment plans are tailored to the unique needs of each patient, leading to better outcomes and improved satisfaction.

In addition to improving patient outcomes, value-based care in dialysis also aims to reduce healthcare costs. By focusing on delivering high-quality care that is efficient and effective, healthcare providers can avoid unnecessary treatments and hospitalizations, leading to cost savings for the healthcare system as a whole. As the healthcare industry continues to evolve, value-based care will likely play an increasingly important role in shaping the future of dialysis care. It is already benefiting Maple Avenue Kidney Center and it's patients.

ATTACHMENT 12

Purpose of Project

Another crucial aspect of this project is ensuring that the new facility is designed with infrastructure to support both current and future advancements in dialysis care. The relocated Maple Avenue Kidney Center will feature modern treatment spaces, enhanced infection control measures, and a layout optimized for patient comfort and operational efficiency. These improvements will not only enhance the quality of care provided but also ensure compliance with all relevant federal and state regulations governing dialysis facilities. The strategic relocation of the center will also improve accessibility for patients, many of whom face mobility challenges and require reliable transportation options to receive their life-sustaining treatments multiple times per week.

Additionally, the proposed relocation will allow for an expansion in capacity to accommodate the anticipated increase in patient demand. By proactively addressing this need, the Maple Avenue Kidney Center will prevent potential service limitations that could negatively impact patient care. This expansion will also ensure that the center continues to meet the state's long-term planning goals for dialysis services, ultimately contributing to a more sustainable and efficient healthcare system.

The new facility will also foster a collaborative approach to kidney disease management by strengthening partnerships with local hospitals, nephrology practices, and community health organizations. These partnerships will facilitate care coordination and support early intervention strategies for patients at risk of developing end-stage renal disease. Through integrated care models, the center aims to enhance patient education, promote preventive measures, and provide resources to help patients explore alternative treatment options such as home dialysis or preemptive kidney transplantation when clinically appropriate. These efforts align with national healthcare initiatives aimed at improving patient outcomes while reducing the burden on acute care settings.

Finally, the relocation of the Maple Avenue Kidney Center reflects a commitment to providing equitable access to high-quality dialysis care for all patients in Planning Area 7. Many of the individuals served by the center belong to medically underserved populations, including elderly patients and those with socioeconomic barriers to healthcare access. The proposed facility will uphold the highest standards of care while maintaining affordability and accessibility for all patients, regardless of their financial circumstances. By expanding its reach and enhancing its capabilities, the Maple Avenue Kidney Center will continue to fulfill its mission of delivering life-sustaining dialysis treatment in a patient-centered, value-driven manner that supports the well-being of the community.

ATTACHMENT 13

Alternatives to the Project

1. Maintain / Improve Facility in Current Location.

No Financial Cost

Applicants are unable to come to terms with the new landlord for the property on a long-term lease that would include infrastructure improvements needed at this time. For this reason, this alternative was not chosen.

2. Utilize Other Existing Facilities

No Additional Cost

This would be antithetical to the core principles that have driven this practice, and its patients, which is to ensure meaningful access to providers other than those global providers prevalent in virtually all communities. It would not be possible to provide access to the care necessary without utilizing these facilities which, by their nature, are not designed to afford the patient-driven care to which the applicant is committed. This alternative was not feasible and, thus, was not chosen.

4. Pursue a Different Project

Increased Costs

The Applicants could have sought approval for a larger ESRD facility but are only seeking approval for the 18 stations that it knows it has an immediate need for given their patient base and that already a part of the state's inventory. A larger project was not selected because the Applicant felt the risk was too great that the Board would conclude that it was simply looking to expand its facility without having the patients to fill it. For these reasons, this alternative was not chosen.

5. Project as Proposed

Significant time, energy, and expense were expended to assess the guidance provided by the HFSRB at its last consideration, to assess the Board rules and guiding principles, and to design a project that balanced the stated preferences of the Board with meeting the needs of the patient population. This is that project. We believe this to be a win-win situation in which existing stations will be better utilized and a core group of patients will end up with more meaningful access to care in a modernized facility. For these reasons, this alternative was chosen.

ATTACHMENT 14 Size of the Project

The square footage identified in this application for the proposed project involves a 18 station in-center hemodialysis facility. The state standard is 520 DGSF per dialysis station, and with this project's 18 stations there will be a total of 4,000 DGSF of clinical space. The project is necessary, not excessive, and consistent with the standards identified in Appendix B of 77 Illinois Admin Code Section 1110, as documented below.

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?
ESRD In-Center Hemodialysis Facility	6,500 GSF (18 Stations)	7,280 GSF	-780 GSF	Yes

ATTACHMENT 15 Project Service Utilization

The Applicants currently have 53 ESRD patients who are currently receiving services at the current location of the facility. These patients live in HSA 7 and the surrounding communities. The individuals are expected to continue requiring dialysis services during the first two years after Maple Avenue Kidney Center begins operations at the new location.

At the end of the 3rd Quarter last year, the facility had 53 ESRD patients and were operating 18 stations, for a utilization rate of 49.07%.

The Maple Avenue Kidney Center physicians who refer patients to this facility have identified 117 Stage 4 and Stage 5 pre-ESRD patients. There is an expectation that, by the second year of operation, at least an additional 34 of these patients would be referred to Maple Avenue Kidney Center for treatment. Given the condition of the Stage 4 and 5 patients, the increase of 34 patients represents a modest 29% of those patients. The practice also currently has 127 Stage 2 and 3 patients that whose conditions could worsen and may require in-center hemodialysis treatment.

The projected utilization of this facility is based on the utilization target criteria found in 77 Ill. Admin. Code Section 1100.630(c).

UTILIZATION					
	DEPT./ SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MEET STANDARD?
YEAR 1	ESRD	49.07%	49.07%	80%	No
YEAR 2	ESRD	49.07%	80.56%	80%	Yes

ATTACHMENT 23
In-Center Hemodialysis
1110.230(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100

The proposed project seeks to establish an 18 station in-center hemodialysis facility in HSA 7. Together with the discontinuation application for the existing facility, this project will result in zero stations being added to the planning area. The Applicants are filing a Certificate of Exemption application to discontinue the 18 stations currently approved for operation at 610 S. Maple Ave, Suite 4100, Oak Park, IL 60304 and seek to relocate them to the proposed facility site. Therefore, the approval of this application will not result in any increase to HSA 7 station inventory.

ATTACHMENT 23
In-Center Hemodialysis
1110.230(b)(2) - Planning Area Need - Service to Planning Area
Residents

The Applicants attest that the primary purpose of the project is to provide necessary health care to the residents of HSA 7, which is where the proposed project will be physically located. The Applicants can document that over 80% of the proposed patients to be treated at the facility reside within HSA 7 and are already receiving services at the existing facility.

As evidence, the Applicants are including a list of historical patient data for Dr. Hamid Humayun including the patient zip code, and CKD level stage. The Applicants have also provided a referral letter from Dr. Humayun.

ATTACHMENT 23
In-Center Hemodialysis
1110.230(b)(2) - Planning Area Need -
Service to Planning Area Residents

January 11, 2025

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

Re: Referral Letter- Maple Avenue Kidney Center Relocation

Dear Mr. Kniery,

My name is Hamid Humayun, MD., and I am a Nephrologist. I am writing in support of the relocation of the Maple Avenue Kidney Center. We are unable to come to terms with our existing landlord and are seeking to relocate the facility within the geographic service area.

This letter contains the referral documentation required per 77 Ill. Admin. Code Section 1110.235(c)(3)(A)-(B). During the 12 month period prior to submission of this letter, the practice has 17 patients that are CKD level 4 and 5 and that are receiving dialysis treatment. We have an additional 126 CKD patients that are level 2 and 3 that may require dialysis in the future.

Based on my historical patient base, I anticipate referring all existing patients to the new site and I anticipate that at least 29% of the existing CKD level 4 and 5 patients will require outpatient dialysis services. I certify that the patients I propose to refer reside within the applicant's proposed geographic service area.

I further certify that the aforementioned referrals have not been used to support another pending or approved certificate of need permit application. The information provided in this letter is true and accurate to the best of my knowledge.

Thank you,


Hamid Humayun, MD.
Managing Member
Oak Park Kidney Center, LLC d/b/a Maple Avenue Kidney Center

Erica Broderick



Signature of Notary:

Subscribed and sworn to before me this 11th day of January, 2025.

Seal



ATTACHMENT 23
In-Center Hemodialysis
1110.230(b)(2) - Planning Area Need -
Service to Planning Area Residents

<u>ZIP CODE</u>	<u>CKD-STAGES</u>
60104	2
60623	2
60639	2
60402	2
60624	2
60304	2
60131	2
60634	2
60440	2
60623	2
60104	2
60623	2
60634	3
60707	3
60639	3
60641	3
60644	3
60644	3
60304	3
60618	3
60644	3
60644	3
60304	3
60707	3
60644	3
60644	3
60605	3
60619	3
60523	3
60844	3
60153	3
60619	3

ATTACHMENT 23
In-Center Hemodialysis
1110.230(b)(2) - Planning Area Need -
Service to Planning Area Residents

<u>ZIP CODE</u>	<u>CKD-STAGES</u>
60104	3
60608	3
60302	3
60089	3
60153	3
60651	3
60644	3
60302	3
60153	3
60104	3
60651	3
60162	3
60153	3
60155	3
60612	3
60301	3
60155	3
60624	3
60185	3
60639	3
60646	3
60604	3
60641	3
60402	3
60631	3
60126	3
46385	3
60651	3
60130	3
60402	3
60644	3
60164	3

ATTACHMENT 23
In-Center Hemodialysis
1110.230(b)(2) - Planning Area Need -
Service to Planning Area Residents

<u>ZIP CODE</u>	<u>CKD-STAGES</u>
60654	3
60525	3
60624	3
60176	3
60644	3
60523	3
60804	3
60304	3
60623	3
60559	3
60623	3
60104	3
60804	3
60644	3
60104	3
60153	3
60638	3
60302	3
60302	3
60651	3
60804	3
60171	3
60402	3
60402	3
60645	3
60644	3
60804	3
60302	3
60620	3
60651	3
60804	3
60402	3

ATTACHMENT 23
In-Center Hemodialysis
1110.230(b)(2) - Planning Area Need -
Service to Planning Area Residents

<u>ZIP CODE</u>	<u>CKD-STAGES</u>
60089	3
60302	3
60608	3
60185	3
60651	3
60649	3
60644	3
60639	3
60534	3
60181	3
60634	3
60707	3
60639	3
60641	3
60644	3
60644	3
60304	3
60618	3
60644	3
60644	3
60304	3
60707	3
60644	3
60644	3
60605	3
60619	3
60523	3
60844	3
60625	4
60130	4

ATTACHMENT 23
In-Center Hemodialysis
1110.230(b)(2) - Planning Area Need -
Service to Planning Area Residents

<u>ZIP CODE</u>	<u>CKD-STAGES</u>
60104	4
60651	4
60160	4
60155	4
60615	4
60153	4
60302	4
60639	4
60651	4
60104	4
60153	4
60623	4
60104	4
60130	4
60660	4
60804	4
60160	4
60634	4
60612	4
60644	4
60154	4
60305	4
60402	4
60153	4
60104	4
60302	4
60644	4
60440	4
60651	4
60651	4
60607	4
60130	4

ATTACHMENT 23
In-Center Hemodialysis
1110.230(b)(2) - Planning Area Need -
Service to Planning Area Residents

<u>ZIP CODE</u>	<u>CKD-STAGES</u>
60104	4
60644	4
60305	4
60302	4
60153	4
60707	4
60804	4
60402	4
60623	4
60644	4
60153	4
60130	4
60560	4
60651	4
60707	4
60458	4
60126	4
60651	4
60302	4
60651	4
60638	4
60302	4
60561	4
60153	4
60305	4
60623	4
60644	4
60302	4
60644	4
60155	4

ATTACHMENT 23
In-Center Hemodialysis
1110.230(b)(2) - Planning Area Need -
Service to Planning Area Residents

<u>ZIP CODE</u>	<u>CKD-STAGES</u>
60644	4
60625	4
60130	4
60104	4
60651	4
60160	4
60155	4
60615	4
60153	4
60644	4
60644	4
60646	4
60153	4
60440	5
60609	5
60154	5
60302	5
60155	5
60651	5
60625	5
60639	5
60153	5
60131	5
60160	5
60160	5
60644	5
60638	5
60402	5
60804	5
60618	5
60628	5
60304	5
60639	5

ATTACHMENT 23
In-Center Hemodialysis
1110.230(b)(2) - Planning Area Need -
Service to Planning Area Residents

<u>ZIP CODE</u>	<u>CKD-STAGES</u>
60446	5
60165	5
60639	5
60302	5
60707	5
60624	5
60153	5
60302	5
60525	5
60644	5
60638	5
60651	5
60440	5
60609	5
60154	5
60302	5
60155	5
60651	5
60625	5
60639	5
60153	5
60131	5

ATTACHMENT 23
In-Center Hemodialysis
1110.230(b)(3) - Planning Area Need - Service Demand -Establishment
of Category of Service

This application involves the re-location of an existing facility approved to operate 18 stations in HSA 7 to the proposed location within the same HSA. Included with this application is a referral letter from Hamid Humayun, M.D., the proposed facility's Medical Director.

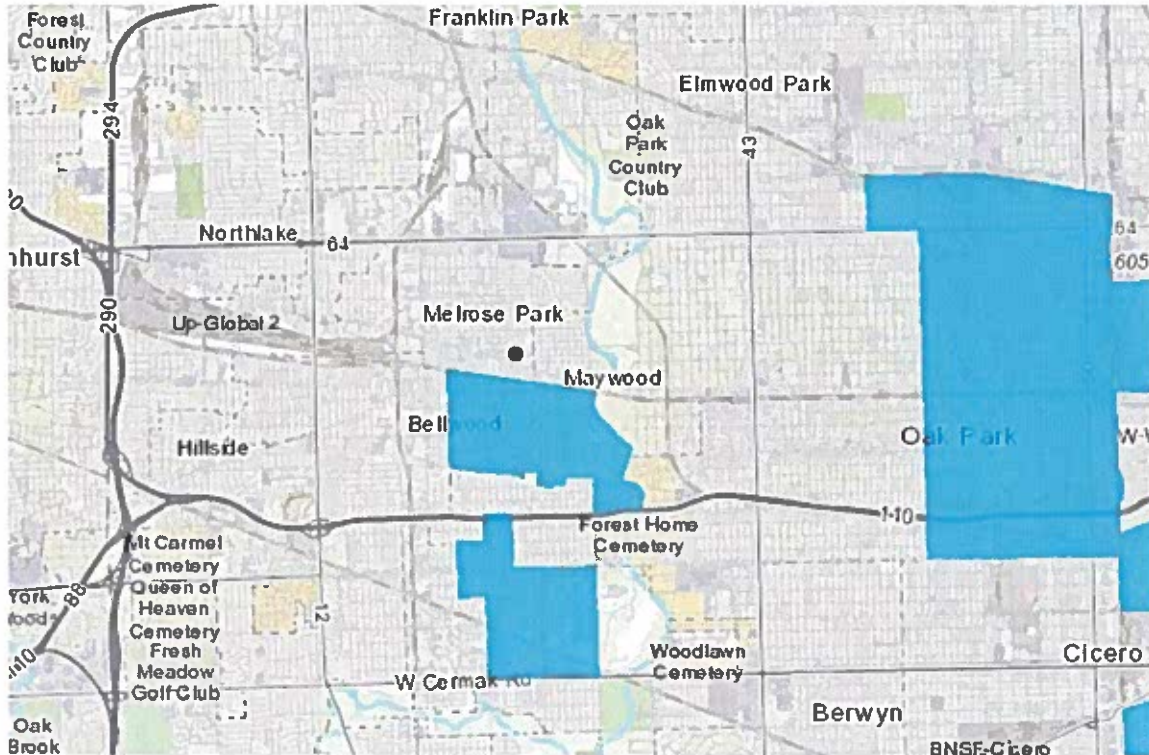
The letter provides historical patient information for 243 patients who are CKD level 2-5 patients from the planning area. 53 of those patients are already receiving services at the existing facility and are expected to transfer their treatment to the proposed facility. Taking a conservative approach, we anticipate that at least 34 additional patients will be referred to the proposed facility within the first year of operation.

This estimate takes into consideration attrition due to patient death, transplant, and return of proper kidney function. The patients that will be referred to this facility reside within 30 minutes or 10 miles of the proposed facility. This information is included in Attachment 11.

Furthermore, the community served by the proposed facility is surrounded by communities that are in a medically underserved area as defined by Health Resources & Services Administration (<https://data.hrsa.gov/tools/shortage-area/mua-find>). According to the most recent inventory, there is an excess of stations, however, this project is a re-location and will have no effect on the inventory or distribution of services of area providers.

ATTACHMENT 23
In-Center Hemodialysis
1110.2300(b)(5) - Planning Area Need - Service Accessibility

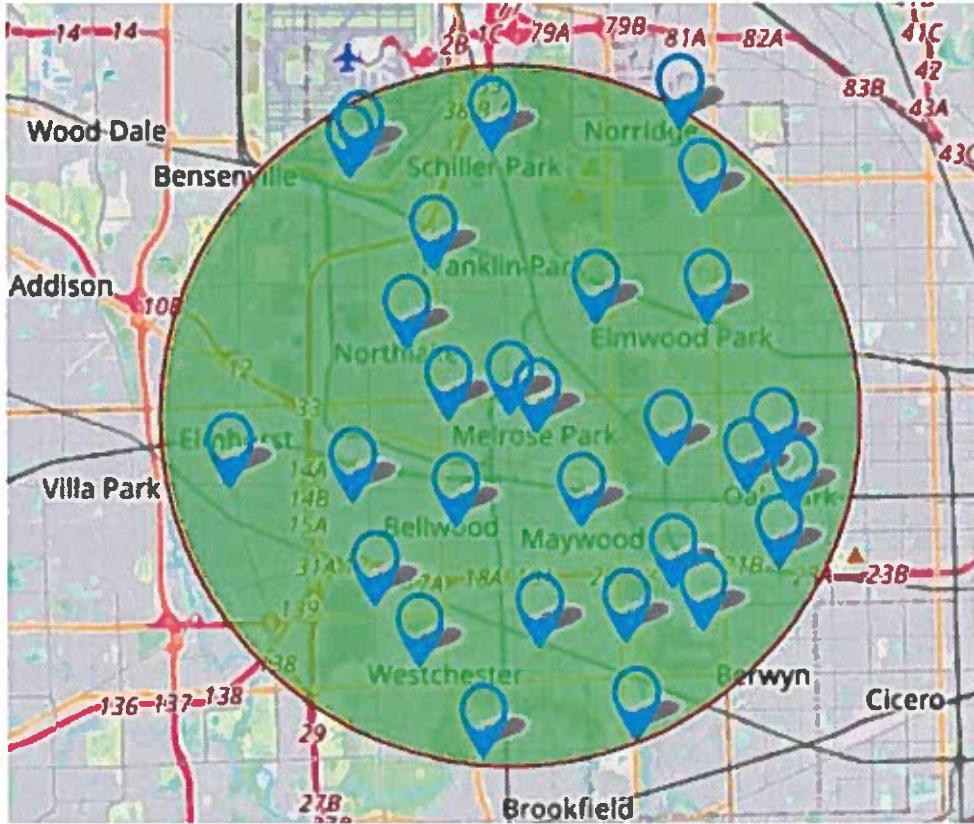
The number of stations that are being proposed by this application are necessary to improve access for planning area residents. The proposed facility is located in a community that is surrounded by medically underserved areas (“MUA”) and the majority of the patients that benefit from the facility reside in these MUAs.



ATTACHMENT 23
In-Center Hemodialysis

ZIP CODE	CITY NAME	POPULATION
60160	Melrose Park	24,796
60165	Stone Park	4,576
60104	Bellwood	18,829
60164	Melrose Park	22,367
60171	River Grove	10,612
60153	Maywood	23,512
60131	Franklin Park	18,205
60305	River Forest	11,710
60163	Berkeley	5,285
60707	Elmwood Park	43,241
60155	Broadview	8,011
60162	Hillside	8,337
60130	Forest Park	14,346
60301	Oak Park	3,043
60141	Hines	131
60176	Schiller Park	11,714
60154	Westchester	16,895
60302	Oak Park	33,698
60634	Chicago	75,694
60701	Orland Park	58,703
60126	Elmhurst	48,147
60304	Oak Park	17,842
60706	Norridge	24,327
60526	La Grange Park	13,810
60546	Riverside	16,819
Total Population		509,854

ATTACHMENT 23 In-Center Hemodialysis



ATTACHMENT 23
In-Center Hemodialysis
1110.230(c)(1)(2)(3) - Unnecessary Duplication of Services,
Maldistribution, Impact of Project on Other
Area Providers

The proposed facility will be located at 1111 Superior Street, Suite 204, Melrose Park IL, 60160. Included with this attachment is a list of zip code areas within 10 miles of the proposed facility site, the total population of the identified zip code areas, and the name and locations of all existing or approved ESRD facilities within 10 miles of the proposed site.

ATTACHMENT 23
In-Center Hemodialysis
List of ESRD facilities within 10 miles of the proposed facility

Facility Name	City	# of Stations
DaVita Brickyard Dialysis	Elmhurst	28
DaVita Ogden Dialysis	Melrose Park	18
Fresenius Kidney Care Austin	Melrose Park	24
Fresenius Kidney Care Berwyn	Norridge	16
Fresenius Kidney Care Melrose Park	River Forest	12
Fresenius Kidney Care North Avenue	Orland Park	18
Fresenius Kidney Care Oak Park	River Forest	24
Fresenius Kidney Care River Forest	Westchester	22
Fresenius Kidney Care West Suburban	Oak Park	46
Loyola Center for Dialysis on Roosevelt	Melrose Park	12
Montclare Dialysis Center	Chicago	16

The proposed facility will not result in the maldistribution of services. There are 248 stations in the GSA surrounding the proposed facility. The population of the area is 509,854 and the ratio of stations to population is one station per every 2,055 residents. In the State of Illinois, the ratio of stations to population is one station per 2,578 residents.

As previously noted, the proposed facility will be located and serve identified patients from federally recognized medically underserved area. All the identified patients for the proposed facility are either current patients or will come from referrals from identified physicians and are on a pre-ESRD list. No patients will be transferred from any other existing dialysis facilities. The proposed dialysis facility will not lower utilization of other area providers that are operating below the target utilization standard and this relocation will not result in any changes to the HSA's station inventory.

ATTACHMENT 23

In-Center Hemodialysis

1110.230(e) – Staffing

The proposed facility will maintain the necessary clinical and professional staff to meet applicable state of Illinois regulations and certification criteria required by the Centers for Medicare and Medicaid Services (CMS). All patient care staff that are required to be registered with the Illinois Department of Financial and Professional Regulation will maintain their licenses and meet the requisite requirement for continued education. The staff shall also be required to complete an orientation program lead by the Medical Director. Annually all facility staff are required to complete OSHA training, compliance training, CPR certification, skills competency, CVC competency, water quality training, and pass a competency exam.

At all times the facility will maintain at least a 4 to 1 patient to staff ratio on the treatment floor. An RN will be on duty at all times that the unit is in operation.

Medical Director

Dr. Hamid Humayun will serve as the Medical Director for Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC. Included with this attachment is a copy of his curriculum vitae. Dr. Humayun has completed a board approved training program in nephrology and has well over 12 months experience provide care to patients receiving dialysis.

Facility Personnel

- Nephrologists – three (3) rotating licensed nephrologists will serve on the facility's staff;
- Clinic Manger- This individual will be required to be a Registered Nurse (RN). The RN will have at least 12 months experience in providing care in a hemodialysis center;
- 10 Patient Care Technicians- These individuals will meet all applicable State of Illinois requirements and shall document requirement for training and continued education;
- Additional RNs and patient care technicians will be hired as more patients begin obtaining treatment at the facility;
- Administrative staff.

ATTACHMENT 23 In-Center Hemodialysis



HAMID HUMAYUN, MBBS, MD, FASN, FACP.

OFFICES:

Humayuns SC.
Humayun Medical Associates
Associates in Kidney Diseases
Galter Medical Pavilion
5140 N. California Ave. Suite 700
Chicago, Illinois – 60625.

Nephron Dialysis Center, Ltd.
Medical Director
Galter Medical Pavilion
5140 N. California Ave. Suite 510
Chicago, Illinois – 60625

Maple Avenue Kidney Center LLC
Medical Director & CEO.
610 S. Maple Ave, Suite 4100
Oak Park Illinois – 60304

EDUCATIONAL PROFILE

- MBBS. / Osmania Medical College. / India 1972
- Rotating Internship / Osmania General Hospital 1972-1973

RESIDENCIES & FELLOWSHIPS

- St. Mary of Nazareth Hospital / Chicago Illinois 1974-1975
- Christ Community Hospital / Oak Lawn, Illinois 1975-1976
- Medical College of Ohio/ Toledo, Ohio 1976-1977
- Veterans Administration/ Edward Hines Jr. Hospital
Internal Medicine and Nephrology / Hines Illinois 1978-1981

PROFESSIONAL PROFILE

CERTIFICATIONS

- Diplomat - American Board of Internal Medicine 1982-Indefinite
- Diplomat - American Board of Nephrology 2015-Indefinite

ACCREDITATIONS

- Fellow American College of Physicians 1993-Present
- Fellow Society of Nephrology 2008-Present

MEMBERSHIPS

- Society of Internal Medicine • ASN • NKF
- Alternate Delegate – Chicago Medical Society 1998
- Alternate Delegate – Illinois State Medical Society 1998

Contact: (708) 660-4100, Fax: (708) 660-4103, Email: humayuncorp@gmail.com

ATTACHMENT 23 In-Center Hemodialysis

- RPA (Renal Physicians Association) 2009

FACULTY APPOINTMENTS

LOYOLA UNIVERSITY, ILLINOIS

- Instructor in Medicine 1981-1985
- Clinical Assistant Professor 1985-1992
- Clinical Associate Professor 1992-2012

HOSPITAL APPOINTMENTS

Edward Hines, Jr. VA Hospital, Hines, Illinois 1981-1995

Swedish Covenant Hospital, Chicago Illinois

Positions:

- Consultant / Attending Category
- Section Head Nephrology 1983- 2019
- Chairman CME Committee 2008- 2017
- Member at Large – MEC Committee 2008-2009
- Treasurer and Secretary Medical Staff 2015- 2019

Westlake Community Hospital

Positions:

- Section Head of Nephrology 1995-1999
- Rush / Westlake Residency Program
 - Section Head of Nephrology 2000-2002
- Loyola / Westlake Residency Program
 - Section Head of Nephrology 2002-2012
- Westlake/ Resurrection Residency Program
- Vice Chairman, Department of Medicine 1996-1998
- Chairman, Department of Medicine 1998-2000
- Chairman, Department of Medicine 2009-2011
- Chairman, Quality Assurance Committee 1996-2001
- Chairman CME Committee Westlake/West sub Consortium 2001-2010
- Treasurer 2007-2009
- Chairman CME Committee Westlake 2010-2018
- Chairman, Department of Medicine 2015-2018
- Member Executive Committee 2015-2018

Loretto Hospital / Active Category

1995-Present

Positions:

- Vice Chairman, Department of Medicine 1993-1995
- Chairman, Department of Medicine 1995-1996
- Chairman, By-Laws Committee 2001-2003
- Chairman, Dinner/Dance Committee 1996-2015
- Medical Staff Treasurer 1998-1999
- Medical Staff Secretary 1999-2001
- Medical Staff President-Elect 2001-2003
- Medical Staff President 2003-2005

Contact: (708) 660-4100, Fax: (708) 660-4103, Email: humayuncorp@gmail.com

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ATTACHMENT 23 In-Center Hemodialysis

- Chairman Executive Committee 2003-2005
- Board Member Loretto Hospital 2003-2005
- Board Member Loretto Hospital Foundation 2000-2015

PRESENTATIONS

- PERITONEAL FLUID EOSINOPHILIA IN PATIENTS TREATED WITH MAINTENANCE PERITONEAL DIALYSIS ABSTRACT 12TH ANNUAL MEETING AMERICAN SOCIETY NEPHROL, P. 119A, YR.1979-
 - By Humayun H.M| Gandhi V.C| Ing T.S| Popli S| Daugirdas J.T| Robinson J.S| Hano J.E| Geis W.P.
- PREPARATION OF BICARBONATE-CONTAINING DIALYSATE FOR PERITONEAL DIALYSIS PRESENTED IN MAUI HAWAII, YEAR 1982.
 - By Ing T.S| Humayun H.M| Daugirdas J.T| Reid R.W| Hano J.E| Gandhi V.C| Popli S

PUBLICATIONS

- INTRA-ABDOMINAL ABSCESSES IN PATIENTS TREATED WITH MAINTENANCE PERITONEAL DIALYSIS. JOURNAL OF DIALYSIS 3(4), 331-335 (1979).
 - By Humayun H.M / Daugirdas J.T / Gandhi V.C / Geis W.P / Giachino J.L and Ing T.S.
- A METHOD OF DELIVERING DIALYSATE OF CONSTANTLY DECREASING OSMOLALITY DURING DIALYSIS. ARTIFICIAL ORGANS, VOL 3 NO. 4 / NOVEMBER 1979
 - By Chen W.T / Ing T.S / Daugirdas J.T / Brescia D.J / Humayun H.M / Gandhi V.C / Hano J.E / Quon M.J
- SCLEROTIC THICKENING OF THE PERITONEAL MEMBRANE IN MAINTAINING PERITONEAL DIALYSIS PATIENTS. ARCH OF INTERNAL MEDICINE. VOL. 140, SEPTEMBER - 1980.
 - By Gandhi V.C / Humayun H.M / Ing T.S. / Daugirdas J.T / Jablko V.R Iwatsuki S. / and Hano J.E.
- HYDROSTATIC ULTRAFILTRATION DURING HEMODIALYSIS USING DIALYSATE OF CONSTANTLY DECREASING SODIUM CONCENTRATION. ARTIFICIAL ORGANS, VOL.4 NO. 3, AUGUST- 1980.
 - By Chen W.T / Ing T.S / Daugirdas J.T / Brescia D.J / Humayun H.M / Gandhi V.C / Hano J.E / Kheirbek A.O
- PERITONEAL FLUID EOSINOPHILIA IN MAINTENANCE PERITONEAL DIALYSIS PATIENTS. ARCH INT. MED, INTERN, VOL. 141 AUGUST - 1981
 - By Humayun H.M / Ing T.S. / Daugirdas J.T / Gandhi V.C / Popli S / Robinson J.S / Hano J.E / & Zayas I.
- TREATMENT OF REFRACTORY HEMODIALYSIS ASCITES WITH MAINTENANCE PERITONEAL DIALYSIS. CLINICAL NEPHROLOGY, VOL. 15, NO. 4-(198-202) - 1981.
 - By Ing T.S. / Daugirdas J.T / Popli S / Kheirbek A.O / Humayun H.M / Gandhi V.C / Chapa S.M.
- DISEASE BACILLUS IN BONE MARROW. CMA JOURNAL - NOVEMBER 15, VOL. 125 - 1981.
 - By Humayun H.M / Bird T.J / Daugirdas J.T / Frazn R.C / Shrawky M.M / Ing T.S.
- TWO HOUR-HIGH SURFACE AREA HEMODIALYSIS: A FEASIBILITY STUDY. THE INTERNATIONAL JOURNAL OF ARTIFICIAL ORGANS VOL. 4 NO.1 (13-16) - 1981
 - By Daugirdas J.T / Ing T.S. / Humayun H.M / Weber D.V / Chen W.T / Gandhi V.C / Reid R.W / Hano J.E

Contact: (708) 660-4100, Fax: (708) 660-4103, Email: humayuncorp@gmail.com

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ATTACHMENT 23 In-Center Hemodialysis

- **EMPHYSEMATOUS GENITAL INFECTION CAUSED BY CANDIDA ALBICANS.**
THE JOURNAL OF UROLOGY. VOL. 128, NOVEMBER - 1982.
 - By Humayun H.M / Mahwan N.

ABSTRACTS

- **HYDROSTATIC ULTRAFILTRATION DURING HEMODIALYSIS WITH A CONSTANTLY DECREASING DIALYSATE OSMOLITY.**
ABSTRACT 12TH ANNUAL MEETING AMERICAN SOCIETY NEPHROLOGY, P. 115A, YR. 1979.
 - By Chen W.T / Ing T.S / Daugirdas J.T / Brescia D.J / Humayun H.M / Gandhi V.C / Hano J.E / Kheirbek A.O.
- **A TECHNIQUE OF PERFORMING DIALYSIS WITH A CONSTANTLY DECREASING DIALYSATE OSMOLITY. ABSTRACT OF THE 17TH CONGRESS OF THE EUROPEAN DIALYSIS AND TRANSPLANT ASSOCIATION - 1980.**
 - By Chen W.T / Ing T.S / Daugirdas J.T / Brescia D.J / Humayun H.M / Gandhi V.C / Hano J.E
- **PERITONEAL FLUID EOSINOPHILIA IN MAINTENANCE PERITONEAL DIALYSIS PATIENTS**
ABSTRACT 12TH ANNUAL MEETING, AM SOC NEPHROLOGY, P.119A, BOSTON MASS - 1979
 - By Humayun H.M / Gandhi V.C / Ing T.S / Popli S / Robinson J.S / Hano J.E / Giacchino J.L and Geis W.P.
- **PERITONEAL FLUID EOSINOPHILIA IN PATIENTS TREATED WITH MAINTENANCE PERITONEAL DIALYSIS / FOCUS ON DIALYSIS.**
THE QUARTERLY DIGEST ON DEVELOPMENT IN RENAL DIALYSIS VOL.2, NO. 4, DECEMBER - 1981.
 - By Humayun H.M / Gandhi V.C / Ing T.S / Popli S / Daugirdas J.T / Robinson J.S / Hano J.E / Giacchino J.L and Geis W.P.
- **REFRACTORY HEMODIALYSIS ASCITES BY MAINTENANCE PERITONEAL DIALYSIS. ABSTRACT OF THE 17TH CONGRESS OF THE EUROPEAN DIALYSIS AND TRANSPLANT ASSOCIATION - 1980.**
 - By Popli S / Kheirbek A.O / Ing T.S / Daugirdas J.T / Gandhi V.C / Humayun H.M / Chen W.T /

Contact: (708) 660-4100, Fax: (708) 660-4103, Email: humayuncorp@gmail.com

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ATTACHMENT 23
In-Center Hemodialysis
1110.230(f) - Support Services

December 27, 2024

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

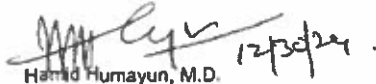
Re: Maple Avenue Kidney Center- Support Services 1110.230(f)

Dear Mr. Kniery:

As representative Oak Park Kidney Center, LLC d/b/a Maple Avenue Kidney Center, I, Hamid Humayun, M.D, affirm that Maple Avenue Kidney Center will maintain an open medical staff. Furthermore, I certify the facility will utilize a dialysis electronic patient data tracking system, will have available support services consisting of clinical laboratory service, blood bank, nutrition, rehabilitation, psychiatric and social services. Finally, all patients will have access to training for self-care dialysis, self-care instruction, and home hemodialysis and peritoneal dialysis.

I hereby certify this is true and is based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

Sincerely,



Hamid Humayun, M.D.
Managing Member
Oak Park Kidney Center, LLC d/b/a Maple Avenue Kidney Center

ATTACHMENT 23
In-Center Hemodialysis
1110.230(g) – Minimum Number of Stations

This application proposes to establish 18 stations at the proposed facility site. This meets the minimum required number of stations for an ESRD facility that is to be located within a metropolitan statistical area ("MSA"). Therefore, this criterion is met.

ATTACHMENT 23
In-Center Hemodialysis
1110.230(h) – Continuity of Care

The facility will have an affiliation with Rush Oak Park Hospital that will allow for the provision of in-patient care and other hospital services. A copy of the agreement is enclosed and a fully executed copy of the agreement is enclosed with this attachment.

ATTACHMENT 23
In-Center Hemodialysis
1110.230(h) – Continuity of Care

Patient Transfer Agreement

This Transfer Agreement is made on this 13th day of January, 2025, by and between **Maple Avenue Kidney Center**, located at 1111 Superior Street, Suite 204, Melrose Park, IL 60160 ("Center"), and **Resilience Healthcare - West Suburban Medical Center, LLC**, doing business as West Suburban Medical Center, located at 3 Erie Ct, Oak Park, IL 60302 ("Hospital"). Center and Hospital may be individually referred to herein as a "Party" and collectively as the "Parties."

This agreement outlines the responsibilities, protocols, and procedures governing the transfer of patients between the Center and the Hospital to ensure safe, efficient, and high-quality care.

Section I: Purpose

This Agreement is intended to:

1. Facilitate the transfer of patients who require hospital-level care from the Center to the Hospital.
 2. Specify the rights and duties of each of the Parties and specify the procedure for ensuring the timely transfer of patients who require hospital-level care.
 3. Ensure continuity of care through coordinated communication and transfer processes.
 4. Comply with applicable state and federal laws, including EMTALA.
-

Section II: Definitions

1. **Transfer:** The patient's movement from one facility to another for medical reasons, as determined by the attending physician.
 2. **Receiving Facility:** The facility that agrees to accept a patient for further medical evaluation and treatment. In this Agreement, Hospital will be referred to as the Receiving Facility.
 3. **Transferring Facility:** The facility initiating the patient transfer. In this Agreement, Center will be referred to as the Transferring Facility.
-

Section III: Responsibilities of the Transferring Facility

A. Pre-Transfer Assessment

1. The Center will evaluate and stabilize the patient's condition within its capabilities before initiating transfer.
2. The attending physician at the Center will determine that the transfer benefits outweigh the risks.

ATTACHMENT 23
In-Center Hemodialysis
1110.230(h) – Continuity of Care

3. The Center will provide for the completion of a certification statement, summarizing the risk and benefits of the transfer of a patient with an emergency condition that has not been stabilized, by the attending physician at the Center.
4. The Center will recognize the right of a patient to request to transfer into the care of a physician or hospital of the patient's choosing.

B. Communication with the Receiving Facility

1. Notify the Hospital of the transfer, including the patient's condition, clinical needs, and required treatment.
2. Provide the Hospital with the name and contact information of the transferring physician.

C. Patient Information and Documentation

1. Ensure the following documents accompany the patient:
 - o Recent medical history and physical exam results.
 - o Current medications and dosages.
 - o Laboratory and diagnostic test results.
 - o Physician's orders related to the transfer.
2. The Center will retain copies of all transfer-related documentation in the patient's medical record.

D. Transportation

1. Arrange transportation appropriate to the patient's medical condition, including basic or advanced life support ambulances.
2. Ensure qualified personnel accompany the patient during transfer, if necessary.
3. Notify Receiving Facility of the estimated time of arrival of the patient.

Section IV: Responsibilities of the Receiving Facility

A. Acceptance of Transferred Patients

1. The Hospital will confirm acceptance of the patient after reviewing the provided clinical information.
2. The Hospital will provide appropriate personnel and resources to receive the patient upon arrival.

B. Collaboration to Ensure Timeliness

1. The Parties will collaborate to ensure that transfers of critically ill patients from the Center to the Hospital will be handled expeditiously.

C. Coordination of Care

1. Ensure timely evaluation and treatment of the transferred patient upon arrival.

ATTACHMENT 23
In-Center Hemodialysis
1110.230(h) – Continuity of Care

2. Communicate with the Center regarding the patient's admission, condition, and treatment plan.

D. Discharge Communication

1. Upon discharge, provide the Center with a summary of the patient's hospital care and follow-up recommendations.

Section V: Transfer Protocols

1. The Center will contact the Hospital's Emergency Department to initiate the transfer process.
2. The decision to transfer and the patient's consent must be documented in the medical record.
3. Both facilities will ensure compliance with EMTALA regulations.

Section VI: Confidentiality and Compliance

1. Both Parties agree to comply with HIPAA and maintain the confidentiality of patient information shared during the transfer process.
2. The Parties will ensure that all procedures align with state and federal laws governing patient transfers and emergency care.
3. The Parties acknowledge that none of the benefits granted to each other hereunder are conditioned on any requirement that any Party make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party or its affiliates.

Section VII: Indemnification

Each Party agrees to indemnify and hold harmless the other Party against claims, liabilities, or damages arising from their acts or omissions under this Agreement, except in cases of gross negligence or willful misconduct.

Section VIII: Duration and Termination

1. This Agreement shall remain in effect for one (1) year from the effective date and shall automatically renew annually unless terminated by either Party with 90 days written notice.
 2. Termination does not relieve either Party of obligations for patient transfers initiated prior to the termination date.
-

ATTACHMENT 23
In-Center Hemodialysis
1110.230(h) – Continuity of Care

Section IX: Amendment

This Agreement may only be modified through a written amendment signed by authorized representatives of both Parties.

Section X: Miscellaneous

1. **Governing Law:** This Agreement shall be governed by the laws of the State of Illinois.
 2. **Dispute Resolution:** Any disputes arising under this Agreement shall be resolved through mediation before pursuing litigation.
-

Signatures

Maple Avenue Kidney Center

By: Hamid Humayun, MD

Name: Hamid Humayun, MD

Title: Medical Director/CEO

Date: 01/14/2025

Resilience Healthcare - West Suburban Medical Center, LLC

By: 

Name: Dr. Manoj Prasad

Title: President and Group CEO, Resilience Healthcare

Date: 1/13/25

ATTACHMENT 23
In-Center Hemodialysis
1110.230(i) - Relocation

This project involves the relocation of 18 stations currently approved for Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC which is located in HSA 7 to the proposed facility site. The existing facility has met the utilization targets detailed in 77 Ill. Admin. Code Section 1100.630 for the latest 12-month period for which data is available. The Applicants are filing a Certificate of Exemption application to discontinue the facility at the existing site. The proposed relocated facility will improve access for care to the existing identified patient population.

ATTACHMENT 23
In-Center Hemodialysis
1110.230(j)- Assurances

December 27, 2024

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

Re: Maple Avenue Kidney Center- Assurances 1110.230(j)

Dear Mr. Kniery:

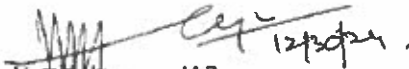
As representative Oak Park Kidney Center, LLC d/b/a Maple Avenue Kidney Center, I, Hamid Humayun, M.D, attest that Maple Avenue Kidney Center understands that by the second year of operation after the project completion date the facility will achieve and maintain the utilization standards specified in 77 Ill. Admin. Code 1100.

Further, I certify Maple Avenue Kidney Center hemodialysis patients in Illinois have achieved adequacy outcomes of

- XX.XX% of patients had a URR \geq 65%
- XX.XX% of patients had a Kt/V \geq 1.2

I hereby certify this is true and is based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

Sincerely,



Hamid Humayun, M.D.
Managing Member
Oak Park Kidney Center, LLC d/b/a Maple Avenue Kidney Center

25328548 v1

ATTACHMENT 33 Availability of Funds

Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC will be funded entirely with cash and cash equivalents. The lease for the property will be with Lakeland Holdings 2020, LLC, a statement from the bank reflecting the availability of funds and an attestation letter is included with this attachment, along with a copy of the proposed lease for the property.

ATTACHMENT 33

Availability of Funds

COMMERCIAL LEASE AGREEMENT

I. The Parties. This Commercial Lease Agreement ("Agreement") made on October, 2024, by and between:

Landlord. Lakeland Holdings 2020, LLC, Having an address at 150 Airport Rd, Suite 900 Lakewood NJ 08701, ("Landlord")

AND

Tenant. Comprehensive Kidney Care (CKC), Having an address at Dr. Hamid Humayum
610 S. Maple Ave. Suite 4100, Oak Park, IL 60304

Collectively, the Landlord and Tenant shall be referred to herein as the "Parties".

The Parties agree as follows:

II. DESCRIPTION OF LEASED PREMISES. The Landlord hereby leases to the Tenant the 2nd floor office space (Suites 204), measuring approximately 6510 sq. ft., located at 1111 Superior Street, Melrose Park, IL 60160. Hereinafter known as the "Premises".

III. USE OF LEASED PREMISES. The Landlord is leasing the Premises to the Tenant and the Tenant is hereby agreeing to lease the Premises for the following use and purpose: Office space and Clinical Trial purpose.

IV. TERM OF LEASE. The initial term of this Lease ("Initial Term") is set to commence on 1 month after Comprehensive Kidney Care receives CON approval, ("Commencement Date") and will extend for a period of 4 years.

FIRST RIGHT OF REFUSAL AGREEMENT

- The Landlord grants CKC the first right of refusal to lease Suite 204 during CKC's CON approval process. CKC shall have the right to match any bona fide offer from another party for the lease of Suite 204, provided that such offer is received by the Landlord during the CON approval period.

Lease Signing Timeline

- If CKC is unable to sign a lease for Suite 204 within the same timeframe as any other interested party, the Landlord may proceed to lease Suite 204 to that other party.

Notice Requirements

- The Landlord shall notify CKC in writing of any offers received for Suite 204, providing CKC with a reasonable timeframe to respond.

V. BASE RENT. Rent payments should be received by Lakeland Holding 2020, LLC by the 1st day of each month.

ATTACHMENT 33 Availability of Funds

PERIOD	BASE RENTAL	ANNUAL BASE RENTAL	MONTHLY
Months 1 and 24	\$17.50/sf	\$113,926	\$9,493.75
Months 25 – 36	\$18.02/sf	\$ 117,310.20	\$ 9,775.85
Months 37- 48	\$18.56/sf	\$120,829.51	\$10,069.12

VII. EXPENSES.

- I. Utilities. The Tenant will be responsible for all utilities associated with the Premises including, but not limited to, electricity and internet and shall make payments directly to the service provider(s).
- II. Maintenance and Repairs. The Tenant will be responsible for the interior maintenance and any repairs required as a result of Tenant's actions or negligence.
- III. Janitorial Services. The Tenant shall make arrangements for janitorial services at the Suite(s). Tenant shall pay the entire cost of such janitorial services.
- IV. Tenant's Share of Operating Costs and Real Estate Taxes. Tenant shall pay its proportionate share of any increase in the Building's Operational Expense on excess of a base year 2023. In addition, Tenant shall pay its proportionate share of any increase in the Building's real estate property taxes in excess of a base year 2023. Such expenses shall be grossed-up to reflect Building occupancy of one hundred percent (100%).
 - a. Tenant's Share of Real Estate Taxes.
 - (a) "Real Estate Taxes" means all general and special real estate taxes, special assessments and other ad valorem taxes, levies and assessments paid upon or in respect to the Building or the land upon which the Building is located (the "Land") and all taxes or other charges imposed in lieu of any such taxes, including fees of counsel and experts which are reasonably incurred by, or reimbursable by, Landlord in seeking any reduction in the assessed valuation of the Building and/or the underlying land or a judicial review thereof, subject to the following (i) the amount of ad valorem real and personal property taxes against Landlord's real and personal property to be included in Real Estate Taxes shall be the amount which accrues or is assessed with respect to such property for any

ATTACHMENT 33

Availability of Funds

calendar year, notwithstanding that such Real Estate Taxes are paid or payable in a different calendar year (similarly, the amount of any tax refunds received by Landlord during the Term shall be credited against Real Estate Taxes for the calendar year to which such refunds are attributable, determined with reference to the calendar year in which such Real Estate Taxes accrued). If any such application or review results in a refund on account of any prior assessment, Landlord shall, after payment of reasonable expenses incurred in connection therewith (whether by Landlord, Tenant or other tenants of the Building), reimburse Tenant its prorata share of such refund. Notwithstanding the foregoing, the term "Real Estate Taxes" shall under no circumstances include any interest or penalties paid by Landlord as a result of Landlord's not paying Real Estate Taxes when due and payable, any net income, franchise or capital gains tax imposed or constituting a lien upon Landlord or all or any part of the Real Property.

(b) The Base Year for Real Estate Taxes for the Lease shall be 2023 taxes payable in 2024.

(c) For each month year subsequent to the Base Year, Tenant agrees to pay, as Additional Rental, Tenant's prorata share, of the amount by which the Real Estate Taxes assessed for such calendar year.

4.2 Tenant's Share of Operating Costs.

(a) Operating Costs shall be paid monthly or incurred by Landlord in the maintenance and operation of the Building. For these purposes, "Operating Costs" shall mean, for any calendar year, the sum of all expenses, costs and disbursements of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership, management, operation and maintenance of the Building, parking facilities, grounds and land upon which it is situated including but not limited to the following: all management office expenses; all applicable sales and use taxes; expenses incurred for common area heating, cooling, water and other required utilities necessary to operate the Building; cost of

ATTACHMENT 33 Availability of Funds

insurance; cost of janitorial and cleaning service trash collection services, pest control and security service; salaries, wages and other personnel costs of engineers, superintendents, watchpersons, and all other employees of the Building; charges under maintenance and service contracts for elevators, chillers, boilers and/or controls; window cleaning; Building and grounds maintenance; parking lot maintenance; management fees; permits and licenses; all maintenance and repair expenses and supplies including replacement of fluorescent light bulbs and ballasts in building standard lighting fixtures; amortization, depreciation and replacement costs, interest and other debt costs with respect to equipment or machinery purchased to replace existing equipment or equipment items purchased which are labor saving or energy conserving devices used in the maintenance and operation of the Building to the extent of actual savings, or equipment, systems or other capital expenditures purchased to comply with the wishes or directives of a governing agency or body; and all other costs and expenses properly incurred in the operation and maintenance of an office building. In the event that Tenant is required to make any repairs or maintenance to the Premises of a capital nature (subject to and in accordance with the provisions of this Lease), Tenant shall only be responsible for Operating Costs paying that portion of the costs for such repair or maintenance which is attributable to the portion of the useful life of such repair or maintenance which falls within the then remaining term of the Lease.

(b) The Base Year for Operating Costs for the Lease shall be 2023.

(c) For each month subsequent to the Base Year, Tenant agrees to pay, as Additional Rental, Tenant's prorata share, of the amount by which the Operating Costs for such calendar year exceeds the Operating Costs for the Base Year (such excess hereinafter referred to as ("**Excess Operating Costs**").

V. Insurance. Tenant shall maintain, at all times during the Term of this Lease, comprehensive general liability insurance with a reputable insurance company that is satisfactory to Landlord. The insurance shall provide single limit coverage of not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000.00) in aggregate for injury to or death of persons and for property damage. During the Term of this Lease, Tenant shall furnish the Landlord with certificates of insurance, in a form reasonably acceptable to Landlord, covering

ATTACHMENT 33 Availability of Funds

such insurance so maintained by Tenant and naming Landlord and Landlord's mortgagees, if any, as additional insured.

VIII. SECURITY DEPOSIT. In addition to the above, a security deposit equal to two months of rent, in the amount of Three Thousand Eight Hundred Six Dollars and Thirty-two cents (\$3,806.32), shall be due and payable upon signing this Lease, hereinafter referred to as the 'Security Deposit'. The Security Deposit may not be used to pay the last month's rent unless written permission is granted by the Landlord. Upon written request from Tenant, Landlord shall return the security deposit in no later than thirty (30) calendar days from the date of such request either due to expiration or early termination as provided herein under this Lease Agreement (whichever is earlier).

IX. LEASEHOLD IMPROVEMENTS. The Tenant agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Landlord in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Landlord at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Tenant makes any improvements to the Premises the Tenant shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Tenant or any other person acting for the Tenant to encumber the rents of the Premises or the interest of the Tenant in the Premises or any person under and through whom the Tenant has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Tenant be construed to be the agent, employee or representative of Landlord. In the event a lien is placed against the Premises, through actions of the Tenant, Tenant will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Tenant fails to have the Lien removed, the Landlord shall take steps to remove the lien and the Tenant shall pay Landlord for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

XI. OBLIGATIONS OF TENANT. The Tenant shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Tenants, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Tenant shall properly maintain the Premises in a good, safe, and clean condition. The Tenant shall properly and remove all rubbish and hazardous wastes in a timely manner and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Tenant, their employees, agents, business invitees, or any independent contractors serving the Tenant or in any way as a result of Tenant's use and occupancy of the Premises, then the Tenant shall be primarily responsible for seeing that the proper claims are placed with the Tenant's insurance company, or the damaging party's

ATTACHMENT 33 Availability of Funds

insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Landlord, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Tenant.

The Tenant shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Tenant or their guests or invitees. Furthermore, the Tenant shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the Premises. Tenant shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

XIII. SUBLET/ASSIGNMENT. The Tenant may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Landlord.

XIV. DAMAGE TO LEASED PREMISES. In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Tenant and which precludes or adversely affects the Tenant's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Tenant and until the demised Premises have been put in a condition at the expense of the Landlord, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Landlord's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

XV. DEFAULT AND POSSESSION: In the event that the Tenant shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Landlord may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Tenant's personal property, equipment or fixtures left on the Premises which items may be held by the Landlord as security for the Tenant's eventual payment and/or satisfaction of rental defaults or other defaults of Tenant under the Lease. It is further agreed, that if the Tenant is in default, that the Landlord shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Landlord in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Landlord may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the

ATTACHMENT 33 Availability of Funds

Tenant's, at the Tenant's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Tenant's property, including the storage of the same, under reasonable terms and conditions at Tenant's expense, and, in addition, it is understood that the Landlord may sue the Tenant for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

Rent which is in default for more than Five Days after due date shall accrue a payment penalty of the following:

Flat Late fee of \$500 per occurrence until the amount is paid in full.

XVI. INDEMNIFICATION. The Tenant hereby covenants and agrees to indemnify, defend and hold the Landlord harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Tenant's use and occupancy of the Premises, and further shall indemnify the Landlord for any losses which the Landlord may suffer in connection with the Tenant's use and occupancy or care, custody and control of the Premises.

XVII. BANKRUPTCY - INSOLVENCY. The Tenant agrees that in the event all or a substantial portion of the Tenant's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Tenant make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Tenant institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Landlord hereunder or by law provided, it shall be lawful for the Landlord to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Tenant shall have no further claim thereon.

XVIII. SUBORDINATION AND ATTORNMENT. Upon request of the Landlord, Tenant will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Landlord under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Tenant shall not be in default under the terms of this Lease. Tenant agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Tenant shall, in the event of the sale or assignment of Landlord's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made

ATTACHMENT 33 Availability of Funds

by Landlord covering the Premises, attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

XIX. MISCELLANEOUS TERMS.

- I. Usage by Tenant: Tenant shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Tenant shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Tenant allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises.
- II. Signs: Tenant shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Landlord's prior written consent and the approval of the Municipality. Thereafter, Tenant agrees to maintain such sign or advertising matter as first approved by Landlord in good condition and repair. Furthermore, Tenant shall conform to any uniform reasonable sign plan or policy that the Landlord may introduce with respect to the building. Upon vacating the Premises, Tenant agrees to remove all signs and to repair all damages caused or resulting from such removal.
- III. Condition of Premises: The Tenant acknowledges that the Premises are under renovation. The Landlord aims to have all renovations completed, with the Premises in good working order at the start of the lease term. However, minor delays may occur. By signing this lease, the Tenant accepts the Premises and all its fixtures in their 'as is' condition at the time of occupancy.
- IV. Right of Entry: It is agreed and understood that the Landlord and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Landlord under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.
- V. Quiet Enjoyment: Upon Tenant paying rent for the premises and performing all of the reasonable covenants herein, Tenant shall have quiet possession of the premises for the entire term. Tenant's right to quiet possession of the premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the rent and performs all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms.

XX. ESTOPPEL CERTIFICATE. Tenant at any time and from time to time, upon at least ten (10) days prior notice by Landlord, shall execute, acknowledge and deliver to Landlord, and/or to any other person, firm or corporation specified by Landlord, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid,

ATTACHMENT 33 Availability of Funds

and stating whether or not there exists any default by Landlord under this Lease and, if so, specifying each such default.

XXI. HOLDOVER. Should Tenant remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Landlord so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

XXII. WAIVER. Waiver by Landlord of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

XXIII. GOVERNING LAW. This Lease shall be governed by the laws of the State of Illinois

XXIV. NOTICES. Payments and notices shall be addressed to the addresses listed at the beginning of this lease.

XXV. AMENDMENT. No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

XXVI. BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Landlord and the Tenants and/or their respective successors, heirs, assigns, executors and administrators.

SIGNATURES ON FOLLOWING PAGE

ATTACHMENT 33 Availability of Funds

December 27, 2024

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

Re: Maple Avenue Kidney Center- Reasonableness of Financing Letter

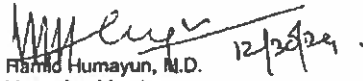
Dear Mr. Kniery:

As representative Oak Park Kidney Center, LLC d/b/a Maple Avenue Kidney Center, I, Hamid Humayun, M.D. hereby attest that the terms and conditions of the proposed debt financing associated with the expansion of Dialysis Care Center Oak Lawn are reasonable. The Applicant, Oak Park Kidney Center, LLC d/b/a Maple Avenue Kidney Center will fund the project through a combination of existing cash resources and debt related to a lease for the use of the property.

Furthermore, I certify that Oak Park Kidney Center, LLC d/b/a Maple Avenue Kidney Center maintains sufficient cash and short-term securities to fund this project and as this project will not require debt financing. The expenses associated with the lease of space will be the only debt taken related to this project.

I hereby certify this is true and is based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

Sincerely,


Hamid Humayun, M.D.
Managing Member
Oak Park Kidney Center, LLC d/b/a Maple Avenue Kidney Center

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**ATTACHMENT 33
Availability of Funds**



Hamid M Humayun
Oak Park Kidney Center, LLC
DBA Maple Avenue Kidney Center
DBA Maple Avenue Kidney Center, LLC
C/O Maple Avenue Kidney Center
610 S Maple Ave Ste 4100
Oak Park, IL 60304-2816

January 13, 2025

Dear Hamid M Humayun,

Below is the information that you requested for the Chase account verification. All information provided is current as of this writing.

Credit account:

Account type	Line of Credit
Account Status	Active
Loan balance; Current outstanding	\$0
Line of Credit Amount	\$200,000
Available Credit	\$200,000
Note Date	January 10, 2011

Please let me know if you have further questions.

Sincerely,

Stephen A Kling
Vice President
Business Relationship Manager
708-579-4476

JPMORGAN CHASE BANK, N.A.

ATTACHMENT 34 Financial Waiver

The proposed project is being funded entirely through cash and cash equivalents, thereby meeting the criteria for the financial waiver provided in 77 Ill. Admin. Code Section 1120.130. The most recent audited financial statement for Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC has been submitted to the Board under separate cover for review.

ATTACHMENT 36 Economic Feasibility

The proposed project meets the state standards for reasonableness based on the cost per square foot for the modernization of existing office space to house an ESRD facility with 18 in-center hemodialysis stations.

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (List below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq Ft. New	Circ.*	Gross Sq Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
ESRD	\$35	-	4,000	-	-	-	140,000	-	140,000
Contingency	\$3.50	-	4,000	-	-	-	14,000	-	14,000
TOTALS	\$40.50	-	4,000	-	-	-	154,000	-	154,000

* Include the percentage (%) of space for circulation

Pursuant to Illinois Admin. Code Section 1120.Appendix A (a)(3) a project's costs must be at or below the RS Means for the new Construction of an ASTC. This project is slated to be completed by December 31, 2025, and the applicable RS Means standard is \$342.12 per GSF. The proposed cost per GSF for this project is \$40.50, and thus this project meets the Board's criteria.

ATTACHMENT 36 Economic Feasibility

The proposed lease for the facility will be for a period of 4 years and has an variable annual cost of \$465,991.71.

Lease Year	Annual Cost
Year 1	\$113,926
Year 2	\$113,926
Year 3	\$117,310.20
Year 4	\$120,829.51
Total	\$465,991.71

ATTACHMENT 36
Economic Feasibility

Projected Financial Performance

Category	Year 1	Year 2
Revenue		
Commercial	\$1,550,000	\$1,600,000
Medicare	\$900,000	\$940,000
Medicare Advantage	\$1,150,000	\$1,200,000
Medicaid	\$30,000	\$35,000
Medicaid Risk	\$300,000	\$320,000
Total Current Revenue	\$3,930,000	\$4,095,000
Doubtful Debt Expense	-\$195,000	-\$200,000
Total Net Revenue	\$3,735,000	\$3,895,000
Expenses		
Personnel Costs	\$1,500,000	\$1,550,000
Medical Supplies	\$575,000	\$600,000
Fixed Expenses	\$280,000	\$290,000
Other Expenses	\$510,000	\$520,000
Total Operating Expenses	\$2,865,000	\$2,960,000
Net Operating Income		
Total Net Revenue - Total Operating Expenses	\$870,000	\$935,000
Net Operating Income EBITDA	\$910,000	\$975,000
Per Treatment Metrics		
Net Revenue Per Treatment	\$340	\$350
Total Operating Cost Per Treatment	\$260	\$265

ATTACHMENT 37

Safety Net Impact Statement

The project will not have a material impact, 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. Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC is committed to providing ESRD services to all patients with or without insurance and to patients without regard to their ability to pay for services. It will be Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC's policy to not refuse any patients who require immediate service. Furthermore, Illinois Medicaid patients will not be denied services.

The Applicant facility will relocate operations within 1 miles of the current facility, and thus there will be no adverse material impact on the essential safety net services that it provides. Additionally, the relocation of its facility will not impact existing providers.

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.

The project should not have any impact on the ability of another provider or health care system to cross subsidize safety net services.

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.

The relocation of the facility will not impact remaining safety net providers as the licensee proposes to relocate less than a mile away.

ATTACHMENT 37 Safety Net Impact Statement

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients)	2020	2021	2022
Inpatient	-	-	-
Outpatient	-	0	0
Total	-	0	0
Charity (cost in dollars)			
Inpatient	-	-	-
Outpatient	-	\$31,800	\$37,200
Total	-	\$31,800	\$37,200
MEDICAID			
Medicaid (# of patients)	2020	2021	2022
Inpatient	-	-	-
Outpatient	-	10	9
Total	-	10	9
Medicaid (revenue)			
Inpatient	-	-	-
Outpatient	-	\$184,568	\$116,112
Total	-	\$184,568	\$116,112

ATTACHMENT 38 Charity Care Information

It is the express policy of Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC to provide services to all patients regardless of race, color, national origin, gender identification, sexual orientation, or other personal identifying characteristics.

Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC is committed to providing ESRD services to all patients with or without insurance and to patients without regard to the ability to pay for services. It will be Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC's policy to not refuse any patients who require immediate services.

Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC will participate in the American Kidney Fund to assist patients with insurance premiums, and this results in no cost to the patient. Additionally, the Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC organization is active in the community and provides charitable donations to many organizations including the National Kidney Foundation of Illinois.

Please find included with this attachment the proposed facility's Admission Policy and Charity Policy.

Oak Park Kidney Center, LLC, d/b/a Maple Avenue Kidney Center, LLC – Charity Care			
	2020	2021	2022
Net Patient Revenue	\$2,040,413	\$3,376,284	\$3,492,232
Amount of Charity Care (charges)	\$0	\$53,000	\$62,000
Cost of Charity Care	\$0	\$31,800	\$37,200

ATTACHMENT 39 Flood Plain Requirements Letter

December 27, 2024

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

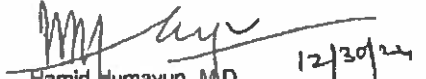
Re: Maple Avenue Kidney Center- Flood Plain Letter

Dear Mr. Kniery:

As representative Oak Park Kidney Center, LLC d/b/a Maple Avenue Kidney Center, I, Hamid Humayun, M.D., affirm that the site for the establishment of an end stage renal disease facility complies with the Illinois Executive Order #2005-5. The facility is located at 1111 Superior Street, Suite 204, Melrose Park, Illinois and it is not located in a flood plain. Enclosed as evidence, please find enclosed a map from the Federal Emergency Management Agency ("FEMA").

I hereby certify this is true and is based upon my personal knowledge under penalty of perjury and in accordance with 735 ILCS 5/1-109.

Sincerely,

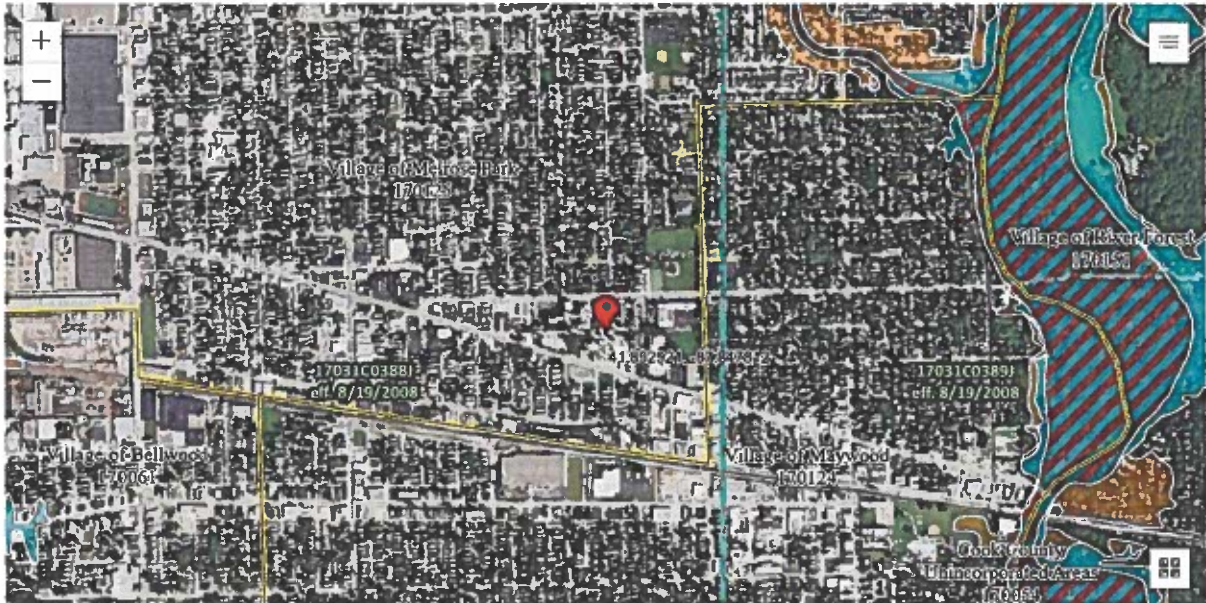

Hamid Humayun, M.D. 12/30/24
Managing Member
Oak Park Kidney Center, LLC d/b/a Maple Avenue Kidney Center

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ATTACHMENT 39 Flood Plain Requirements Letter

FLOOD PLAIN MAP

1111 Superior Street, Suite 204, Melrose Park IL 60160



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

INDEX OF ATTACHMENTS		
ATTACHMENT NO.		PAGES
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3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	36-37
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	38
5	Flood Plain Requirements	39-40
6	Historic Preservation Act Requirements	41-48
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8	Financial Commitment Document if required	51
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10	Discontinuation	n/a
11	Background of the Applicant	53-55
12	Purpose of the Project	56-57
13	Alternatives to the Project	58
14	Size of the Project	59
15	Project Service Utilization	60
16	Unfinished or Shell Space	n/a
17	Assurances for Unfinished/Shell Space	n/a
Service Specific:		
18	Medical Surgical Pediatrics, Obstetrics, ICU	n/a
19	Comprehensive Physical Rehabilitation	n/a
20	Acute Mental Illness	n/a
21	Open Heart Surgery	n/a
22	Cardiac Catheterization	n/a
23	In-Center Hemodialysis	61-90
24	Non-Hospital Based Ambulatory Surgery	n/a
25	Selected Organ Transplantation	n/a
26	Kidney Transplantation	n/a
27	Subacute Care Hospital Model	n/a
28	Community-Based Residential Rehabilitation Center	n/a
29	Long Term Acute Care Hospital	n/a
30	Clinical Service Areas Other than Categories of Service	n/a
31	Freestanding Emergency Center Medical Services	n/a
32	Birth Center	n/a
Financial and Economic Feasibility:		
33	Availability of Funds	92-103
34	Financial Waiver	104
35	Financial Viability	n/a
36	Economic Feasibility	105-107
37	Safety Net Impact Statement	108-109
38	Charity Care Information	110
39	Flood Plain Information	111-112