

Original

12-047

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT**RECEIVED**SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION **MAY 10 2012**

This Section must be completed for all projects.

HEALTH FACILITIES &
SERVICES REVIEW BOARD**Facility/Project Identification**

Facility Name: <i>Fresenius Medical Care Plainfield North</i>			
Street Address: <i>24020 Riverwalk Court</i>			
City and Zip Code: <i>Plainfield 60544</i>			
County: <i>Will</i>	Health Service Area	<i>9</i>	Health Planning Area:

Applicant /Co-Applicant Identification

[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name: <i>Fresenius Medical Care Plainfield North, LLC d/b/a Fresenius Medical Care Plainfield North</i>	
Address: <i>920 Winter Street, Waltham, MA 02451</i>	
Name of Registered Agent: <i>CT Systems</i>	
Name of Chief Executive Officer: <i>Rice Powell</i>	
CEO Address: <i>920 Winter Street, Waltham, MA 02451</i>	
Telephone Number: <i>800-662-1237</i>	

Type of Ownership of Applicant/Co-Applicant

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

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

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 during the review period]

Name: <i>Lori Wright</i>
Title: <i>Senior CON Specialist</i>
Company Name: <i>Fresenius Medical Care</i>
Address: <i>One Westbrook Corporate Center, Tower One, Suite 1000, Westchester, IL 60154</i>
Telephone Number: <i>708-498-9121</i>
E-mail Address: <i>lori.wright@fmc-na.com</i>
Fax Number: <i>708-498-9334</i>

Additional Contact

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

Name: <i>Coleen Muldoon</i>
Title: <i>Regional Vice President</i>
Company Name: <i>Fresenius Medical Care</i>
Address: <i>One Westbrook Corporate Center, Tower One, Suite 1000, Westchester, IL 60154</i>
Telephone Number: <i>708-498-9118</i>
E-mail Address: <i>coleen.muldoon@fmc-na.com</i>
Fax Number: <i>708-498-9283</i>

Post Permit Contact

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

Name: <i>Lori Wright</i>
Title: <i>Senior CON Specialist</i>
Company Name: <i>Fresenius Medical Care</i>
Address: <i>One Westbrook Corporate Center, Tower One, Suite 1000, Westchester, IL 60154</i>
Telephone Number: <i>708-498-9121</i>
E-mail Address: <i>lori.wright@fmc-na.com</i>
Fax Number: <i>708-498-9334</i>

Additional Contact

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

Name: <i>Clare Ranalli</i>
Title: <i>Attorney</i>
Company Name: <i>Holland & Knight, LLP</i>
Address: <i>131 S. Dearborn, 30th Floor, Chicago, IL 60603</i>
Telephone Number: <i>312-578-6567</i>
E-mail Address: <i>clare.ranalli@hklaw.com</i>
Fax Number: <i>312-578-6666</i>

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: <i>Plainfield 3.0, LLC</i>
Address of Site Owner: <i>10531 Timberwood Circle, Suite D, Louisville, KY 40223</i>
Street Address or Legal Description of Site: <i>24020 Riverwalk Court, Plainfield, IL 60544</i>
Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease or a lease.
APPEND DOCUMENTATION AS ATTACHMENT-2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Operating Identity/Licensee

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

Exact Legal Name: <i>Fresenius Medical Care Plainfield North, LLC d/b/a Fresenius Medical Care Plainfield North</i>
Address: <i>920 Winter Street, Waltham, MA 02451</i>
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> For-profit Corporation <input type="checkbox"/> Governmental <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
<ul style="list-style-type: none"> o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. o Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.
APPEND DOCUMENTATION AS ATTACHMENT-3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Organizational Relationships

Provide (for each co-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 #2005-5 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 #2005-5 (<http://www.hfsrb.illinois.gov>).

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 1110.40 and Part 1120.20(b)]

<p>Part 1110 Classification:</p> <p style="padding-left: 40px;">Substantive</p> <p><input type="checkbox"/> Non-substantive</p>	<p>Part 1120 Applicability or Classification: [Check one only.]</p> <p><input type="checkbox"/> Part 1120 Not Applicable</p> <p><input type="checkbox"/> Category A Project</p> <p><input checked="" type="checkbox"/> Category B Project</p> <p><input type="checkbox"/> DHS or DVA Project</p>
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2. Narrative Description

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

Fresenius Medical Care Plainfield North, LLC, proposes to establish a 12 station in-center hemodialysis facility at 24020 Riverwalk Court, Plainfield, IL. The facility will be in 8,500 gsf of leased space in a single tenant building. The interior of the leased space will be built out by the applicant.

Fresenius Medical Care Plainfield North will be in HSA 9.

This project is "substantive" under Planning Board rule 1110.10(b) as it entails the establishment of a health care facility that will provide chronic renal dialysis services

Project Costs and Sources of Funds

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

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs	N/A	N/A	N/A
Site Survey and Soil Investigation	N/A	N/A	N/A
Site Preparation	N/A	N/A	N/A
Off Site Work	N/A	N/A	N/A
New Construction Contracts	N/A	N/A	N/A
Modernization Contracts	1,207,000	N/A	1,207,000
Contingencies	132,685	N/A	132,685
Architectural/Engineering Fees	133,500	N/A	133,500
Consulting and Other Fees	N/A	N/A	N/A
Movable or Other Equipment (not in construction contracts)	296,000	N/A	296,000
Bond Issuance Expense (project related)	N/A	N/A	N/A
Net Interest Expense During Construction (project related)	N/A	N/A	N/A
Fair Market Value of Leased Space or Equipment	2,093,805 180,525	2,274,330	N/A 2,274,330
Other Costs To Be Capitalized	N/A	N/A	N/A
Acquisition of Building or Other Property (excluding land)	N/A	N/A	N/A
TOTAL USES OF FUNDS	4,043,515	N/A	4,043,515
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	CLINICAL
Cash and Securities	1,769,185	N/A	1,769,185
Pledges	N/A	N/A	N/A
Gifts and Bequests	N/A	N/A	N/A
Bond Issues (project related)	N/A	N/A	N/A
Mortgages	N/A	N/A	N/A
Leases (fair market value)	2,274,330	N/A	2,274,330
Governmental Appropriations	N/A	N/A	N/A
Grants	N/A	N/A	N/A
Other Funds and Sources	N/A	N/A	N/A
TOTAL SOURCES OF FUNDS	4,043,515	N/A	4,043,515
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: \$	_____	
Fair Market Value: \$	_____	

The project involves the establishment of a new facility or a new category of service
 Yes No

If yes, provide the dollar amount of all **non-capitalized** operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.

Estimated start-up costs and operating deficit cost is \$ 57,523.

Project Status and Completion Schedules

Indicate the stage of the project's architectural drawings:

None or not applicable Preliminary

Schematics Final Working

Anticipated project completion date (refer to Part 1130.140): 12/31/2014

Indicate the following with respect to project expenditures or to obligation (refer to Part 1130.140):

Purchase orders, leases or contracts pertaining to the project have been executed.

Project obligation is contingent upon permit issuance. Provide a copy of the contingent "certification of obligation" document, highlighting any language related to CON Contingencies

Project obligation 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

Are the following submittals up to date as applicable:

Cancer Registry

APORS

All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted

All reports regarding outstanding permits

Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.

Cost Space Requirements

Provide in the following format, the department/area **DGSF** or the building/area **BGSF** and cost. The type of gross square footage either **DGSF** or **BGSF** must be identified. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the department's or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

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							
ESRD							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL							

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

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) 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 manger 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 for Permit is filed on the behalf of Fresenius Medical Care Plainfield North, 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 for permit 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 permit application fee required for this application is sent herewith or will be paid upon request.



 SIGNATURE

Bryan Mello

 PRINTED NAME
Assistant Treasurer

 PRINTED TITLE



 SIGNATURE

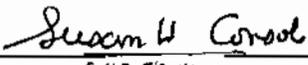
Mark Kawcett

 PRINTED NAME
Vice President & Treasurer

 PRINTED TITLE

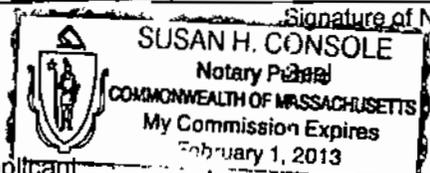
Notarization:
 Subscribed and sworn to before me
 this _____ day of _____ 2012

Notarization:
 Subscribed and sworn to before me
 this 24 day of April 2012



 Signature of Notary

Seal



*Insert EXACT legal name of the applicant

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) 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 manger 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 for Permit is filed on the behalf of Fresenius Medical Care Holdings, Inc. *
in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit 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 permit application fee required for this application is sent herewith or will be paid upon request.

[Handwritten Signature]

SIGNATURE

PRINTED NAME

Mark Fawcett
Vice President & Asst. Treasurer

PRINTED TITLE

[Handwritten Signature]

SIGNATURE

PRINTED NAME

Bryan Mello
Assistant Treasurer

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this ____ day of _____ 2012

Notarization:
Subscribed and sworn to before me
this 3 day of April 2012

Signature of Notary

C Wynelle Scenna

Signature of Notary

Seal

Seal



*Insert EXACT legal name of the applicant

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

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

Criterion 1110.230 – Background, Purpose of the Project, and Alternatives

READ THE REVIEW CRITERION and provide the following required information:

BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant during the three years prior to the filing of the application.
3. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
4. If, during a given calendar year, an applicant submits more than one application for permit, 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 the information has been previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

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

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, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed, as applicable and appropriate for the project. [See 1110.230(b) for examples of documentation.]
4. Cite the sources of the information provided as 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 age and condition and 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 Agency 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** of 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 1110.234 - 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.**
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;
 - b. The existing facility's physical configuration has constraints or impediments and requires an architectural design that results in a size exceeding the standards of Appendix B;
 - c. The project involves the conversion of existing space that results in excess square footage.

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?

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	MET STANDARD?
YEAR 1					
YEAR 2					

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

UNFINISHED OR SHELL SPACE:

Provide the following information:

1. Total gross square footage 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 are 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.

G. Criterion 1110.1430 - In-Center Hemodialysis

- Applicants proposing to establish, expand and/or modernize In-Center Hemodialysis must submit the following information:
- 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	0	12

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

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.1430(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X		
1110.1430(b)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.1430(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.1430(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.1430(b)(5) - Planning Area Need - Service Accessibility	X		
1110.1430(c)(1) - Unnecessary Duplication of Services	X		
1110.1430(c)(2) - Maldistribution	X		
1110.1430(c)(3) - Impact of Project on Other Area Providers	X		
1110.1430(d)(1) - Deteriorated Facilities			X
1110.1430(d)(2) - Documentation			X
1110.1430(d)(3) - Documentation Related to Cited Problems			X
1110.1430(e) - Staffing Availability	X	X	
1110.1430(f) - Support Services	X	X	X
1110.1430(g) - Minimum Number of Stations	X		
1110.1430(h) - Continuity of Care	X		
1110.1430(j) - Assurances	X	X	X

APPEND DOCUMENTATION AS ATTACHMENT-26, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

- 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 1110.130 - "Discontinuation" and subsection 1110.1430(i) - "Relocation of Facilities".

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)

VIII. - 1120.120 - Availability of Funds

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

<u>1,769,185</u>	<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;
<u>N/A</u>	<p>b) Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.</p>
<u>N/A</u>	<p>c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;</p>
<u>2,274,330</u>	<p>d) Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including:</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.
<u>N/A</u>	<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>
<u>N/A</u>	<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>
<u>N/A</u>	<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>
<u>4,043,515</u>	TOTAL FUNDS AVAILABLE

IX. 1120.130 - Financial Viability

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

<p><u>Financial Viability Waiver</u></p> <p>The applicant is not required to submit financial viability ratios if:</p> <ol style="list-style-type: none"> 1. All of the projects capital expenditures are completely funded through internal sources 2. 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 3. The applicant provides a third party surety bond or performance bond letter of credit from an A rated guarantor. <p>See Section 1120.130 Financial Waiver for information to be provided</p> <p>APPEND DOCUMENTATION AS ATTACHMENT-40, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</p>
--

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.

Provide Data for Projects Classified as:	Category A or Category B (last three years)			Category B (Projected)
Enter Historical and/or Projected Years:				
Current Ratio	APPLICANT MEETS THE FINANCIAL VIABILITY WAIVER CRITERIA IN THAT ALL OF THE PROJECTS CAPITAL EXPENDITURES ARE COMPLETELY FUNDED THROUGH INTERNAL SOURCES, THEREFORE NO RATIOS ARE PROVIDED.			
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.

2. Variance **NOT APPLICABLE**

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.

<p>APPEND DOCUMENTATION AS ATTACHMENT 41, IN NUMERIC ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</p>
--

X. 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 of the cash and equivalents must be retained in the balance sheet asset accounts in order to maintain a current ratio of at least 2.0 times for hospitals and 1.5 times for all other facilities; or
 - B) Borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

B. Conditions of Debt Financing

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

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

C. Reasonableness of Project and Related Costs

Read the criterion and provide the following:

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

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
Contingency									
TOTALS									

* 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 -42, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

XI. Safety Net Impact Statement

SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for **ALL SUBSTANTIVE AND DISCONTINUATION PROJECTS**

1. The project's material impact, if any, on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge.
2. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.
3. How the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant.

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

1. For the 3 fiscal years prior to the application, a certification describing the amount of charity care provided by the applicant. The amount calculated by hospital applicants shall be in accordance with the reporting requirements for charity care reporting in the Illinois Community Benefits Act. Non-hospital applicants shall report charity care, at cost, in accordance with an appropriate methodology specified by the Board.
2. For the 3 fiscal years prior to the application, a certification of the amount of care provided to Medicaid patients. Hospital and non-hospital applicants shall provide Medicaid information in a manner consistent with the information reported each year to the Illinois Department of Public Health regarding "Inpatients and Outpatients Served by Payor Source" and "Inpatient and Outpatient Net Revenue by Payor Source" as required by the Board under Section 13 of this Act and published in the Annual Hospital Profile.
3. Any information the applicant believes is directly relevant to safety net services, including information regarding teaching, research, and any other service.

A table in the following format must be provided as part of Attachment 43.

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

	Medicaid (revenue)			
	Inpatient			
	Outpatient			
	Total			

APPEND DOCUMENTATION AS ATTACHMENT-43, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

XII. Charity Care Information

Charity Care Information **MUST** be furnished for **ALL** projects.

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 44.

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

APPEND DOCUMENTATION AS ATTACHMENT-44, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

After paginating the entire, completed application, indicate in the chart below, the page numbers for the attachments included as part of the project's application for permit:

INDEX OF ATTACHMENTS		
ATTACHMENT NO.		PAGES
1	Applicant/Co-applicant Identification including Certificate of Good Standing	22-23
2	Site Ownership	24-27
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	28
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	29
5	Flood Plain Requirements	30
6	Historic Preservation Act Requirements	31-33
7	Project and Sources of Funds Itemization	34-35
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9	Cost Space Requirements	37
10	Discontinuation	
11	Background of the Applicant	38-42
12	Purpose of the Project	43
13	Alternatives to the Project	44-46
14	Size of the Project	47
15	Project Service Utilization	48
16	Unfinished or Shell Space	
17	Assurances for Unfinished/Shell Space	
18	Master Design Project	
19	Mergers, Consolidations and Acquisitions	
	Service Specific:	
20	Medical Surgical Pediatrics, Obstetrics, ICU	
21	Comprehensive Physical Rehabilitation	
22	Acute Mental Illness	
23	Neonatal Intensive Care	
24	Open Heart Surgery	
25	Cardiac Catheterization	
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27	Non-Hospital Based Ambulatory Surgery	
28	General Long Term Care	
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30	Selected Organ Transplantation	
31	Kidney Transplantation	
32	Subacute Care Hospital Model	
33	Post Surgical Recovery Care Center	
34	Children's Community-Based Health Care Center	
35	Community-Based Residential Rehabilitation Center	
36	Long Term Acute Care Hospital	
37	Clinical Service Areas Other than Categories of Service	
38	Freestanding Emergency Center Medical Services	
	Financial and Economic Feasibility:	
39	Availability of Funds	74-83
40	Financial Waiver	84-86
41	Financial Viability	
42	Economic Feasibility	87-91
43	Safety Net Impact Statement	92-93
44	Charity Care Information	94-101
	Appendix 1 – MapQuest Travel Times	102-120
	Appendix 2 – Physician Referral Letter	121-128



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

FRESENIUS MEDICAL CARE PLAINFIELD NORTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON NOVEMBER 01, 2011, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 1211601216

Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set
*my hand and cause to be affixed the Great Seal of
the State of Illinois, this 25TH
day of APRIL A.D. 2012 .*

Jesse White

SECRETARY OF STATE

Co-Applicant Identification

[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name: *Fresenius Medical Care Holdings, Inc.*

Address: *920 Winter Street, Waltham, MA 02451*

Name of Registered Agent: *CT Systems*

Name of Chief Executive Officer: *Rice Powell*

CEO Address: *920 Winter Street, Waltham, MA 02451*

Telephone Number: *800-662-1237*

Type of Ownership of Applicant/Co-Applicant

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

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

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

Site Ownership

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: *Plainfield 3.0, LLC*

Address of Site Owner: *10531 Timberwood Circle, Suite D, Louisville, KY 40223*

Street Address or Legal Description of Site: *24020 Riverwalk Court, Plainfield, IL 60544*

Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease or a lease.

APPEND DOCUMENTATION AS ATTACHMENT-2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Plainfield 3.0 LLC
10531 Timberwood Circle, Suite D
Louisville, KY 40223

December 13, 2011

Bill Popken
Real Estate Manager
Fresenius Medical Care North America
Reservoir Woods
920 Winter Street
Waltham, MA 02451-1457

RE: Fresenius Medical Care Dialysis Center

Dear Mr. Popken,

Plainfield 3.0 LLC, an Illinois limited liability company ("Landlord") hereby expresses its interest in negotiating a Lease of the above reference property to the Fresenius Medical Care ("Tenant"). By your execution hereof, you represent that you have been duly authorized to sign this letter on behalf of Tenant.

This is a letter of intent only. It is not legally binding on either party, notwithstanding anything to the contrary in this letter. It is, however, an indication of good faith intent between the parties to be detailed in the future lease agreement if the parties so agree.

The terms and conditions of this letter of interest are as follows:

<u>OWNERSHIP:</u>	PLAINFIELD 3.0 LLC 10531 Timberwood Circle, Suite D Louisville, KY 40223
<u>LOCATION:</u>	24020 Riverwalk Court, Plainfield, IL
<u>SPACE REQUIREMENTS:</u>	Approximately 8,500 SF of contiguous rentable square feet.
<u>PRIMARY TERM:</u>	Fifteen (15) year term.
<u>OPTION TO RENEW:</u>	FMC will have three (3) five (5) year options to renew the lease.
<u>RENTAL RATE:</u>	Twenty Seven ^{Three} Dollars PSF (\$27 ^{\$3}) Triple Net.
<u>ESCALATION:</u>	Rent shall escalate ten percent (10%) in the fifth (5 th) and tenth (10 th) lease year, and every five years thereafter.

-1-

25

Site Owner
ATTACHMENT - 2

**COMMON AREA EXPENSES
AND REAL ESTATE TAXES:**

Tenant shall pay Real Estate Taxes and Operating Expenses.

POSSESSION DATE:

FMC will have the right to take possession of the premises upon substantial completion of Landlord's Work to complete its necessary improvements.

COMMENCEMENT DATE:

Rent shall commence ninety (90) days following Possession date.

**DEMISED PREMISES
SHELL:**

Per Landlord's Work Exhibit.

**SPACE PLANNING/
ARCHITECTURAL AND
MECHANICAL DRAWINGS:**

FMC will provide all space planning and architectural and mechanical drawings required to build out the tenant improvements, including construction drawings stamped by a licensed architect and submitted for approvals and permits. All building permits shall be the Tenant's responsibility.

PARKING:

Tenant shall have exclusive use of all available on site parking.

**CORPORATE
IDENTIFICATION:**

FMC shall have all signage rights in accordance with local code.

**ASSIGNMENT/
SUBLETTING:**

FMC requires the right to assign or sublet all or a portion of the demised premises to any subsidiary or affiliate without landlord's consent. Any other assignment or subletting will be subject to landlord's prior consent, which shall not be unreasonably withheld or delayed.

SECURITY:

Fresenius Medical Care Holding will fully guarantee the lease.

BROKERAGE FEE:

Per separate agreement.

It is expressly understood, agreed, and hereby acknowledged, that only upon the proper execution of a fully completed, formal lease contract, with all the lease terms and conditions clearly defined and included therein, will there then be any obligation, of any kind or nature, incurred or created between the herein parties in connection with the referenced property. Should you have any comments or questions, please do not hesitate to contact me.

Very truly yours,

PLAINFIELD 3.0 LLC


Chad Middendorf
Manager

AGREED AND ACCEPTED this 19 day of December, 2011

By: Patricia Repp

Title: Senior Real Estate Manager

Operating Identity/Licensee

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

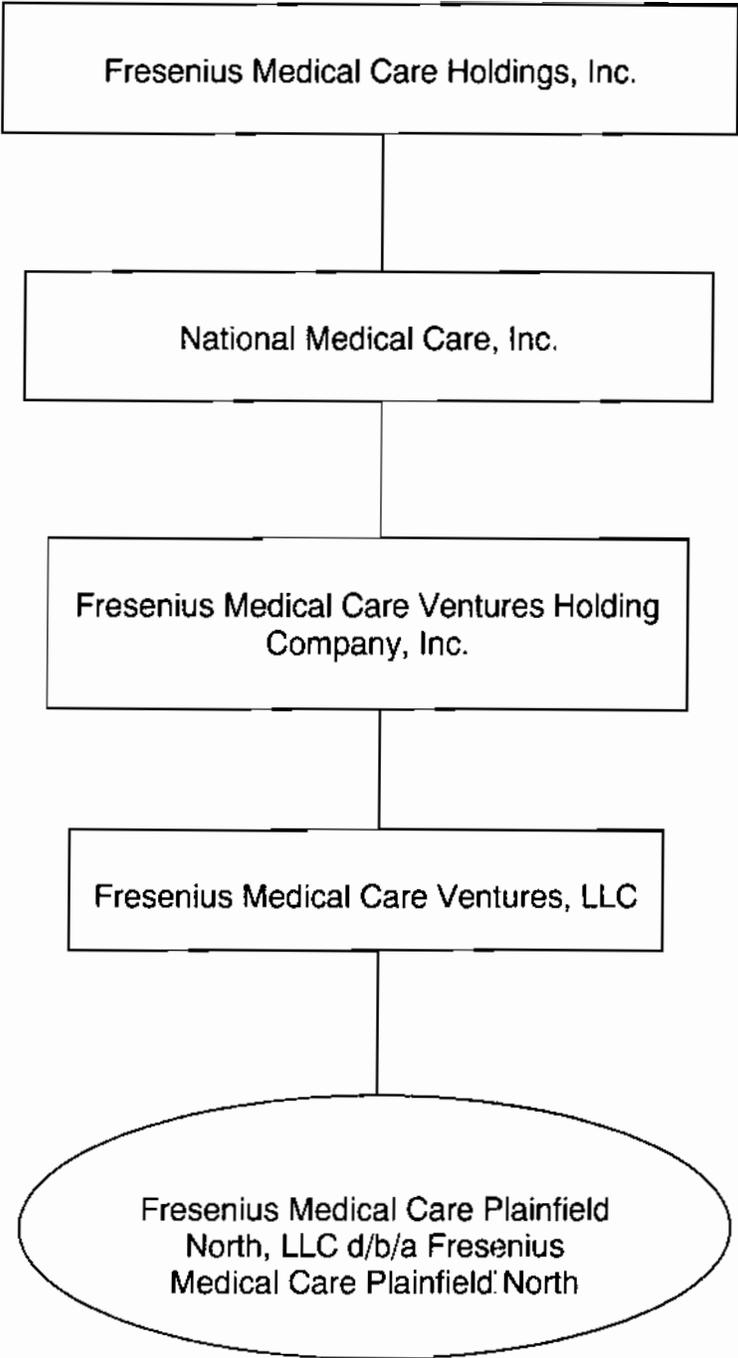
Exact Legal Name: *Fresenius Medical Care Plainfield North, LLC d/b/a Fresenius Medical Care Plainfield North*

Address: *920 Winter Street, Waltham, MA 02451*

- | | | | | |
|-------------------------------------|---------------------------|--------------------------|---------------------|--------------------------------|
| <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 |

- Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.
- Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.
- **Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.**

Certificate of Good Standing at Attachment – 1.



Flood Plain Requirements

The proposed site for the establishment of Fresenius Medical Care Plainfield North complies with the requirements of Illinois Executive Order #2005-5. The site, 24020 Riverwalk Court, Plainfield, is not located in a flood plain as can be seen on the FEMA flood plain map on the following page.



March 27, 2012

Chad Middendorf
Plainfield 3.0 LLC
10531 Timberwood Circle, Suite D
Louisville, KY 40223

Re: 24030 Riverwalk Ct
Plainfield, IL

Chad;

Per our phone conversation and email information received today, we researched the subject property and how it is affected by the FEMA mapped flood zones. Attached is a copy of a portion of the relevant flood map with the property plotted thereon.

According to our plotting of the property on FEMA Flood Insurance Rate Map for Community Parcel #17197C0127E, dated September 6, 1995, the site is not located in Special Flood Hazard Area (Zones A-VE), or in Zone X (Areas of 500-year flood...).

If you need anything additional, have any questions or desire a meeting to site to review our site, please call me or respond in kind.

Sincerely;
Land Focus Consulting

A handwritten signature in black ink, which appears to read "Stephen E. Bourquein".

Stephen E. Bourquein

file: CON Review



Illinois Historic Preservation Agency

1 Old State Capitol Plaza • Springfield, Illinois 62701-1512 • www.illinois-history.gov

Will County
Plainfield

PLEASE REFER TO: IHPA LOG #017032212

24020 Riverwalk Court
IHFSRB
New construction, dialysis clinic, Fresenius Medical Care

March 28, 2012

Lori Wright
Fresenius Medical Services
One Westbrook Corporate Center, Suite 1000
Westchester, IL 60154

Dear Ms. Wright:

The Illinois Historic Preservation Agency is required by the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420, as amended, 17 IAC 4180) to review all state funded, permitted or licensed undertakings for their effect on cultural resources. Pursuant to this, we have received information regarding the referenced project for our comment.

Our staff has reviewed the specifications under the state law and assessed the impact of the project as submitted by your office. We have determined, based on the available information, that no significant historic, architectural or archaeological resources are located within the proposed project area.

According to the information you have provided concerning your proposed project, apparently there is no federal involvement in your project. However, please note that the state law is less restrictive than the federal cultural resource laws concerning archaeology. If your project will use federal loans or grants, need federal agency permits, use federal property, or involve assistance from a federal agency, then your project must be reviewed under the National Historic Preservation Act of 1966, as amended. Please notify us immediately if such is the case.

This clearance remains in effect for two (2) years from date of issuance. It does not pertain to any discovery during construction, nor is it a clearance for purposes of the IL Human Skeletal Remains Protection Act (20 ILCS 3440).

Please retain this letter in your files as evidence of compliance with the Illinois State Agency Historic Resources Preservation Act.

Sincerely,

Anne E. Haaker
Deputy State Historic
Preservation Officer

SUMMARY OF PROJECT COSTS

Modernization Contracts

General Conditions	56,000
Temp Facilities, Controls, Cleaning, Waste Management	27,000
Concrete	15,500
Masonry	18,000
Metal Fabrications	9,000
Carpentry	105,000
Thermal, Moisture & Fire Protection	21,500
Doors, Frames, Hardware, Glass & Glazing	83,000
Walls, Ceilings, Floors, Painting	190,000
Specialities	15,000
Casework, FI Mats & Window Treatments	7,000
Piping, Sanitary Waste, HVAC, Ductwork, Roof Penetrations	380,000
Wiring, Fire Alarm System, Lighting	230,000
Miscellaneous Construction Costs	50,000
Total	1,207,000

Contingencies

Contingencies **\$132,685**

Architectural/Engineering

Architecture/Engineering Fees **\$133,500**

Movable or Other Equipment

Dialysis Chairs	\$18,000
Misc. Clinical Equipment	15,000
Clinical Furniture & Equipment	21,000
Office Equipment & Other Furniture	30,000
Water Treatment	100,000
TVs & Accessories	50,000
Telephones	12,000
Generator	30,000
Facility Automation	17,000
Other miscellaneous	3,000
Total	\$296,000

Fair Market Value Leased Space & Equipment

FMV Leased Space (8,500 GSF)	\$2,093,805
FMV Leased Dialysis Machines	174,525
FMV Leased Computers	6,000
Total	\$2,274,330

Project obligation will occur after permit issuance.

Cost Space Requirements

Provide in the following format, the department/area GSF and cost. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the department's or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

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	4,043,515		8,500		8,500		
Total Clinical	4,043,515		8,500		8,500		
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL	4,043,515		8,500		8,500		

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

Fresenius Medical Care

Fresenius Medical Care is the leading provider of dialysis products and services in the world and as such has a long-standing commitment to adhere to quality standards that are higher than required by regulatory bodies, to provide compassionate patient centered care, educate patients to become in charge of their health decisions, implement programs to improve clinical outcomes while reducing mortality & hospitalizations and to stay on the cutting edge of technology in development of dialysis related products.

The size of the company and range of services provides healthcare partners/employees and patients with an expansive range of resources from which to draw experience, knowledge and best practices.

Quality Measures – Fresenius Medical Care continually tracks five quality measures on all patients. These are:

- eKdrt/V – tells us if the patient is getting an adequate treatment
- Hemoglobin – monitors patients for anemia
- Albumin – monitors the patient's nutrition intake
- Phosphorus – monitors patient's bone health and mineral metabolism
- Catheters – tracks patients access for treatment, the goal is no catheters which leads to better outcomes

The above measures as well as other clinic operations are discussed each month with the Medical Directors, Clinic Managers, Social Workers, Dietitians, Area Managers and referring nephrologists at each clinic's Quality Assessment Performance Improvement (QAI) meeting to ensure the provision of high quality care, patient safety, and regulatory compliance.

Some of the initiatives that Fresenius has implemented to bring about better outcomes and increase the patient's quality of life are the TOPS program, Right Start Program and The Catheter Reduction Program.

TOPs Program (Treatment Options) – This is a company-wide program designed to reach the pre-ESRD patient (also known as CKD – Chronic Kidney Disease) to educate them about available treatment options when they enter end stage renal disease. TOPs programs are held routinely at local hospitals and physician offices. Treatment options include transplantation, in-center hemodialysis, home hemodialysis, peritoneal dialysis and nocturnal dialysis.

Right Start Program – This is an intensive 90-day intervention program for the new dialysis patient centering on education, anemia management, adequate dialysis dose, nutrition, reduction of catheter use, review of medications and logistical and psychosocial support. The Right Start Program results in improved morbidity and mortality in the long term but also notably in the first 90 days of the start of dialysis.

Catheter Reduction Program – This is a key strategic clinical initiative to support nephrologists and clinical staff with increasing the number of patients dialyzed with a permanent access, preferably a venous fistula (AVF) versus a central venous catheter (CVC) venous fistula). Starting dialysis with or converting patients to an AVF can significantly lower serious complications, hospitalizations and mortality rates. Overall adequacy of dialysis treatment also increases with the use of the AVF.

Certification & Authorization

Fresenius Medical Care Plainfield North, LLC

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

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

By: *Bryan Mello*
ITS: **Bryan Mello**
Assistant Treasurer

By: *Mark Fawcett*
ITS: **Mark Fawcett**
Vice President & Treasurer

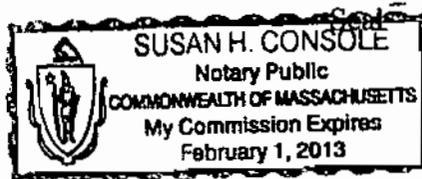
Notarization:
Subscribed and sworn to before me
this 24 day of April, 2012

Notarization:
Subscribed and sworn to before me
this 24 day of April, 2012

Susan H Console
Signature of Notary

Susan H Console
Signature of Notary

Seal



Certification & Authorization

Fresenius Medical Care Holdings, Inc.

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

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

By: [Signature]
ITS: Mark Fawcett
Vice President & Asst. Treasurer

By: [Signature]
ITS: Bryan Mello
Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this _____ day of _____, 2012

Notarization:
Subscribed and sworn to before me
this 3 day of April, 2012

C Wynelle Scenna
Signature of Notary

Seal



Seal

Fresenius Medical Care Holdings, Inc. In-center Clinics in Illinois

Clinic	Provider #	Address	City	Zip	Fac >10% Medicaid Treatments*
Alsip	14-2630	12250 S. Cicero Ave Ste. #105	Alsip	60803	
Antioch	14-2673	311 Depot St., Ste. H	Antioch	60002	10.2%
Aurora	14-2515	455 Mercy Lane	Aurora	60506	
Austin Community	14-2653	4800 W. Chicago Ave., 2nd Fl.	Chicago	60651	26.5%
Berwyn	14-2533	2601 S. Harlem Avenue, 1st Fl.	Berwyn	60402	16.7%
Blue Island	14-2539	12200 S. Western Avenue	Blue Island	60406	11.6%
Bolingbrook	14-2605	538 E. Boughton Road	Bolingbrook	60440	
Bridgeport	14-2524	825 W. 35th Street	Chicago	60609	30.4%
Burbank	14-2641	4811 W. 77th Street	Burbank	60459	13.3%
Carbondale	14-2514	725 South Lewis Lane	Carbondale	62901	
Champaign	14-2588	1405 W. Park Street	Champaign	61801	
Chatham		333 W. 87th Street	Chicago	60620	
Chicago Dialysis	14-2506	820 West Jackson Blvd.	Chicago	60607	45.2%
Chicago Westside	14-2681	1340 S. Damen	Chicago	60608	45.1%
Cicero		3030 S. Cicero Ave	Cicero	60804	
Congress Parkway	14-2631	3410 W. Van Buren Street	Chicago	60624	29.9%
Crestwood	14-2538	4861W. Cal Sag Road	Crestwood	60445	
Decatur East	14-2503	1830 S. 44th St.	Decatur	62521	
Deerfield	14-2710	405 Lake Cook Road	Deerfield	60015	
Des Plaines		1625 Oakton Place	Des Plaines	60018	
Downers Grove	14-2503	3825 Highland Ave., Ste. 102	Downers Grove	60515	
DuPage West	14-2509	450 E. Roosevelt Rd., Ste. 101	West Chicago	60185	17.4%
DuQuoin	14-2595	#4 West Main Street	DuQuoin	62832	
East Peoria	14-2562	3300 North Main Street	East Peoria	61611	
Elgin	14-2726	2130 Point Boulevard	Elgin	60123	
Elk Grove	14-2507	901 Biesterfeld Road, Ste. 400	Elk Grove	60007	10.4%
Elmhurst	14-2612	133 E. Brush Hill Road, Suite 4	Elmhurst	60126	
Evanston	14-2621	2953 Central Street, 1st Floor	Evanston	60201	16.4%
Evergreen Park	14-2545	9730 S. Western Avenue	Evergreen Park	60805	
Garfield	14-2555	5401 S. Wentworth Ave.	Chicago	60609	20.8%
Glendale Heights	14-2617	520 E. North Avenue	Glendale Heights	60139	17.6%
Glenview	14-2551	4248 Commercial Way	Glenview	60025	
Greenwood	14-2601	1111 East 87th St., Ste. 700	Chicago	60619	16.7%
Gurnee	14-2549	101 Greenleaf	Gurnee	60031	20.9%
Hazel Crest	14-2607	17524 E. Carriageway Dr.	Hazel Crest	60429	
Hoffman Estates	14-2547	3150 W. Higgins, Ste. 190	Hoffman Estates	60195	18.8%
Jackson Park	14-2516	7531 South Stony Island Ave.	Chicago	60649	29.8%
Joliet		721 E. Jackson Street	Joliet	60432	
Kewanee	14-2578	230 W. South Street	Kewanee	61443	
Lake Bluff	14-2669	101 Waukegan Rd., Ste. 700	Lake Bluff	60044	11.6%
Lakeview	14-2679	4008 N. Broadway, St. 1200	Chicago	60613	22.0%
Logan Square		2734 N. Milwaukee Avenue	Chicago	60647	
Lombard	14-2722	1940 Springer Drive	Lombard	60148	
Macomb	14-2591	523 E. Grant Street	Macomb	61455	
Marquette Park	14-2566	6515 S. Western	Chicago	60636	18.1%
McHenry	14-2672	4312 W. Elm St.	McHenry	60050	
McLean Co	14-2563	1505 Eastland Medical Plaza	Bloomington	61704	
Melrose Park	14-2554	1111 Superior St., Ste. 204	Melrose Park	60160	16.7%
Merrionette Park	14-2667	11630 S. Kedzie Ave.	Merrionette Park	60803	
Metropolis	14-2705	20 Hospital Drive	Metropolis	62960	
Midway	14-2713	6201 W. 63rd Street	Chicago	60638	
Mokena	14-2689	8910 W. 192nd Street	Mokena	60448	
Morris	14-2596	1401 Lakewood Dr., Ste. B	Morris	60450	
Mundelein	14-2514	1400 Townline Road	Mundelein	60060	
Naperbrook		2451 S Washington	Naperville	60565	
Naperville	14-2543	100 Spalding Drive Ste. 108	Naperville	60566	
Naperville North	14-2678	516 W. 5th Ave.	Naperville	60563	
Niles	14-2500	7332 N. Milwaukee Ave	Niles	60714	10.8%
Norridge	14-2521	4701 N. Cumberland	Norridge	60656	11.2%
North Avenue	14-2602	911 W. North Avenue	Melrose Park	60160	
North Kilpatrick	14-2501	4800 N. Kilpatrick	Chicago	60630	20.8%

Facility List

Fresenius Medical Care Holdings, Inc. In-center Clinics in Illinois

Clinic	Provider #	Address	City	Zip	Fac >10% Medicaid Treatments*
Northcenter	14-2531	2620 W. Addison	Chicago	60618	19.6%
Northfield		480 Central Avenue	Northfield	60093	
Northwestern University	14-2597	710 N. Fairbanks Court	Chicago	60611	11.6%
Oak Park	14-2504	773 W. Madison Street	Oak Park	60302	
Orland Park	14-2550	9160 W. 159th St.	Orland Park	60462	
Oswego	14-2677	1051 Station Drive	Oswego	60543	
Ottawa	14-2576	1601 Mercury Circle Drive, Ste. 3	Ottawa	61350	
Palatine	14-2723	691 E. Dundee Road	Palatine	60074	
Pekin	14-2571	600 S. 13th Street	Pekin	61554	
Peoria Downtown	14-2574	410 W Romeo B. Garrett Ave.	Peoria	61605	
Peoria North	14-2613	10405 N. Juliet Court	Peoria	61615	
Plainfield	14-2707	2320 Michas Drive	Plainfield	60544	
Polk	14-2502	557 W. Polk St.	Chicago	60607	19.9%
Pontiac	14-2611	804 W. Madison St.	Pontiac	61764	
Prairie	14-2569	1717 S. Wabash	Chicago	60616	13.1%
Randolph County	14-2589	102 Memorial Drive	Chester	62233	
River Forest		103 Forest Avenue	River Forest	60305	
Rogers Park	14-2522	2277 W. Howard St.	Chicago	60645	19.2%
Rolling Meadows	14-2525	4180 Winnetka Avenue	Rolling Meadows	60008	11.3%
Roseland	14-2690	135 W. 111th Street	Chicago	60628	19.1%
Ross-Englewood	14-2670	6333 S. Green Street	Chicago	60621	17.6%
Round Lake	14-2616	401 Nippersink	Round Lake	60073	16.8%
Saline County	14-2573	275 Small Street, Ste. 200	Harrisburg	62946	
Sandwich	14-2700	1310 Main Street	Sandwich	60548	
Skokie	14-2618	9801 Wood Dr.	Skokie	60077	
South Chicago	14-2519	9200 S. Chicago Ave.	Chicago	60617	20.4%
South Deering		10559 S. Torrence Ave.	Chicago	60617	
South Holland	14-2542	17225 S. Paxton	South Holland	60473	12.2%
South Shore	14-2572	2420 E. 79th Street	Chicago	60649	16.8%
South Side	14-2508	3134 W. 76th St.	Chicago	60652	21.8%
South Suburban	14-2517	2609 W. Lincoln Highway	Olympia Fields	60461	
Southwestern Illinois	14-2535	Illinois Rts 3&143, #7 Eastgate Plz.	East Alton	62024	
Spoon River	14-2565	210 W. Walnut Street	Canton	61520	
Spring Valley	14-2564	12 Wolfer Industrial Drive	Spring Valley	61362	
Steger	14-2725	219 E. 34th Street	Steger	60475	
Streator	14-2695	2356 N. Bloomington Street	Streator	61364	
Uptown	14-2692	4720 N. Marine Dr.	Chicago	60640	16.9%
Waukegan Harbor	14-2727	101 North West Street	Waukegan	60085	
West Batavia	14-2729	2580 W. Fabyan Parkway	Batavia	60510	
West Belmont	14-2523	4943 W. Belmont	Chicago	60641	42.3%
West Chicago	14-2702	1859 N. Nelfnor	West Chicago	60185	13.1%
West Metro	14-2536	1044 North Mozart Street	Chicago	60622	24.6%
West Suburban	14-2530	518 N. Austin Blvd., 5th Floor	Oak Park	60302	15.6%
West Willow	14-2730	1444 W. Willow	Chicago	60620	
Westchester	14-2520	2400 Wolf Road, Ste. 101A	Westchester	60154	
Williamson County	14-2627	900 Skyline Drive, Ste. 200	Marion	62959	
Willowbrook	14-2632	6300 S. Kingery Hwy, Ste. 408	Willowbrook	60527	

*Medicaid percentages are reflected in treatments, not patients. Any patient can have more than one type of coverage in any given year, therefore treatment numbers reflects more accurately the clinic's % of coverage. Only clinics above 10% Medicaid are reported here to show those facilities with significant Medicaid numbers.

All Illinois Clinics are Medicare certified, and do not discriminate against patients based on their ability to pay or payor source.

All clinics are open to all physicians who meet credentialing requirements.

Criterion 1110.230 – Purpose of Project

1. The purpose of this project is to provide access to life-sustaining dialysis services to the town of Plainfield in Will County. Plainfield has experienced a high population growth along with the ESRD population. The other facility in Plainfield was certified in December 2009, reached 80% utilization within 18 months and has maintained high utilization since. The new facility will provide access and reduce utilization that the current facility cannot.
2. The Plainfield North facility will serve primarily central and North Plainfield. The only other facility serving Plainfield is on the very south border and actually is incorporated in Joliet, however has a Plainfield mailing address.
3. Committed to addressing the need seen in this area, Fresenius Medical Care filed 3 different CON applications over a six year period in order to gain approval to bring dialysis services to this fast growing community in Will County. Once the Plainfield facility was up and running it only took 18 months for the facility to reach 80% utilization, considerably shorter than the 2 year period allowable by the Board. By mid 2011 the facility was just below 90% utilization and was then expanded by 4 more stations. Yet again, an influx of patients brought the facility back up to 84% utilization, where it is today (as of May 2012). It is clear another facility is necessary in Plainfield.
4. Not Applicable
5. The establishment of the Plainfield North facility will keep access available to this community as the current Plainfield clinic is chronically over-utilized in its short existence of slightly over two years. The Plainfield North facility will open up access to more desirable/needed treatment shift options and will prohibit patients from having to travel long distances for services outside of their market area or HSA. The Plainfield clinic is over 80% and any excess capacity in the 30-minute travel area is either too far away to be a reasonable choice or has been designated for separate patients in the CONs for establishment of those facilities.
6. The goal of Fresenius Medical Care is to keep dialysis access available to this patient population. There is no direct empirical evidence relating to this project other than that when chronic care patients have adequate access to services, it tends to reduce overall healthcare costs and results in less complications. It is expected that this facility would continue to have similar quality outcomes after the relocation. The current Plainfield facility patients have the quality values below and the same is expected of the Plainfield North facility.
 - o 95% of patients had a URR \geq 65%
 - o 95% of patients had a Kt/V \geq 1.2

Alternatives

1) All Alternatives

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

The alternative of expanding the current Plainfield facility has already been acted upon, per project #11-058. Through this permit the 12-Station facility was expanded by 4 stations at a cost of \$90,548. There is only one other alternative that would entail a lesser scope and cost than the project proposed in this application, however it was not determined to be a feasible option. This was the alternative of doing nothing. The Plainfield facility opened in December 2009. It has only been open two and a half years and already had to expand by four stations. These four stations opened in February 2012 and as of May 2012 the facility is already, again above 80% utilization. With this growth additional access is needed. There is no monetary cost associated with doing nothing.

B. Pursuing a joint venture or similar arrangement with one or more providers of 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.

The preferred Fresenius model of ownership is for our facilities to be wholly owned, however we do enter into joint ventures on occasion. The Plainfield North entity is set up as an LLC that would allow for physician investment. Fresenius Medical Care always maintains control of the governance, assets and operations of a facility it enters into a joint venture agreement with. Our healthy financial position and abundant liquidity indicate that that we have the ability to support the development of additional dialysis centers. Fresenius Medical Care has more than adequate capability to meet all of its expected financial obligations and does not require any additional funds to meet expected project costs.

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

The option of sending the patients of Dr. Alausa to other providers is currently in progress. Dr. Alausa and his partners currently have admitting privileges at area facilities in Naperville, Joliet and Bolingbrook. Fresenius Medical Care does not force patients to go to any particular facility, rather most patients prefer to dialyze nearest their home and where their attending physician makes rounds. Services were established in Plainfield in 2009 to prevent patients from having access problems driving to the above mentioned areas so it does not make sense to take steps backwards and again require patients to begin going to these outlying facilities for treatment. As well, many of them are highly utilized. There is no cost associated with this alternative.

D. The alternative that keeps the patient's well being at the forefront by keeping access to treatment available and preventing transportation barriers is to establish a facility where the patients live to make access to treatment attainable, not an obstacle. The cost of this project is \$4,043,515.

2) Comparison of Alternatives

	Total Cost	Patient Access	Quality	Financial
Maintain Status Quo	\$0	Access to dialysis services was granted to Plainfield residents in 2009, with expansion in 2012, however this access is diminishing due to continued high utilization of the current Plainfield clinic. If the Plainfield North facility is not permitted, patients will once again have to travel out of their area to seek treatment, which is a step backward in the overall goal of access.	While patient quality would remain the same at the Fresenius clinics, the patient's quality of life would diminish with increased travel times and expenses.	The only financial implication would be to the patient with increased travel costs.
Pursue Joint Venture	\$2,426,109 \$1,617,406	Same as current proposed project, however cost would be divided among Joint Venture members. Fresenius Medical Care Joint Venture Partner	Patient clinical quality would remain above standards at the Fresenius clinics.	No effect on patients Fresenius Medical Care is capable of meeting its financial obligations and does not require assistance in meeting its financial obligations. If this were a JV, Fresenius Medical Care would maintain control of the facility and therefore ultimate financial responsibilities.
Utilize Area Providers	\$0	Loss of access to treatment schedule times would result in transportation problems as medicar transportation services do not operate after 4pm. Would create ripple effect of raising utilization of area providers to or above capacity.	Loss of continuity of care which would lead to lower patient outcomes. Unavailability to choose treatment schedule shift could cause transportation problems which leads to missed treatments and lower individual patient quality.	No financial cost to Fresenius Medical Care Cost of patient's transportation would increase with higher travel times
Establish Fresenius Medical Care Plainfield North	\$4,043,515	Continued access to dialysis treatment for Plainfield area residents as patient numbers are continually to growing Improved access to favored treatment schedule times.	Patient clinical quality would remain above standards	This is an expense to Fresenius Medical Care only.

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

There is no direct empirical evidence relating to this project other than that when chronic care patients have adequate access to services, it tends to reduce overall healthcare costs and results in less complications. The current Fresenius Plainfield facility of which Dr. Alausa is the medical director has exceptional quality outcomes and the same is expected of the Plainfield North facility as listed below:

- 95% of patients had a URR \geq 65%
- 95% of patients had a KtV \geq 1.2

Criterion 1110.234, Size of Project

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?
ESRD IN-CENTER HEMODIALYSIS	8,500 (12 Stations)	360-520 DGSF	2,260 DGSF Over	No

As seen in the chart above, the State Standard for ESRD is between 360-520 DGSF per station. This project is being accomplished in leased space with the interior to be built out by the applicant therefore the standard being applied is expressed in departmental gross square feet. The proposed 8,500 DGSF is a total of 2,260 DGSF over the State standard.

Fresenius Medical Care has found that in a majority of its facilities, as was the case with the original Plainfield facility, that as the clinics reach target utilization, up to capacity in some instances, that additional stations need to be added to accommodate growth. It is more financially prudent planning to account for room for this growth during the establishment of the facility rather than to wait until the need is seen and there be no room to expand. It is far less expensive to add stations to a facility than it is to relocate in order to expand or to establish another facility all together.

The additional space will also be used for administrative office space, home therapies and will allow room for a future nocturnal dialysis program.

Criterion 1110.234, Project Services Utilization

UTILIZATION					
	DEPT/SERVICE	HISTORICAL UTILIZATION	PROJECTED UTILIZATION	STATE STANDARD	MET STANDARD?
	IN-CENTER HEMODIALYSIS	N/A New Facility	N/A	80%	N/A
YEAR 1	IN-CENTER HEMODIALYSIS	N/A New Facility	49%	80%	No
YEAR 2	IN-CENTER HEMODIALYSIS	N/A New Facility	81%	80%	Yes

Dr. Alausa’s practice has 82 pre-ESRD patients in stages 3 & 4 of kidney failure who live in the area around the proposed Plainfield North facility that are expected to be referred to that facility.

The above numbers account for an approximate 30% loss of pre-ESRD patients prior to dialysis commencement due to death, transplant, recovery of function or moving out of area.

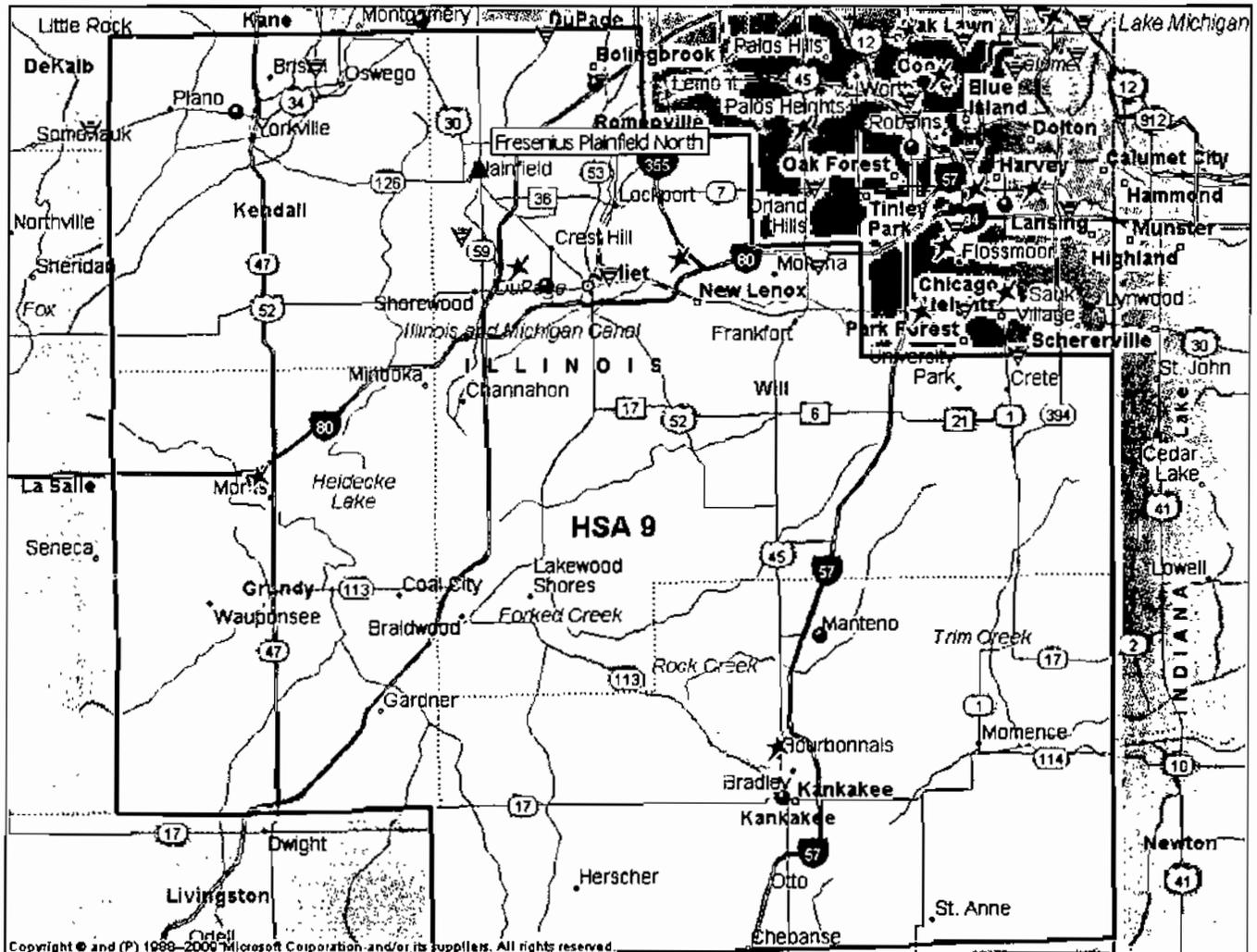
While no patients have been identified to transfer from the current Plainfield facility, it is expected that there may be a “swapping” of patients as some of the patients identified for this project may choose to go to the current facility as stations become available due to those patients transferring to Plainfield North.

Planning Area Need – Formula Need Calculation:

A. Planning Area Need - Formula Need Calculation:

The proposed Fresenius Medical Care Plainfield North dialysis facility is located in Plainfield. Plainfield is in Will County which is in HSA 9. It is comprised of Will, Kendall, Grundy and Kankakee counties. According to the April 2012 station inventory there is an excess of 46 stations in this HSA.

Fresenius Medical Care Plainfield North in relation to HSA 9

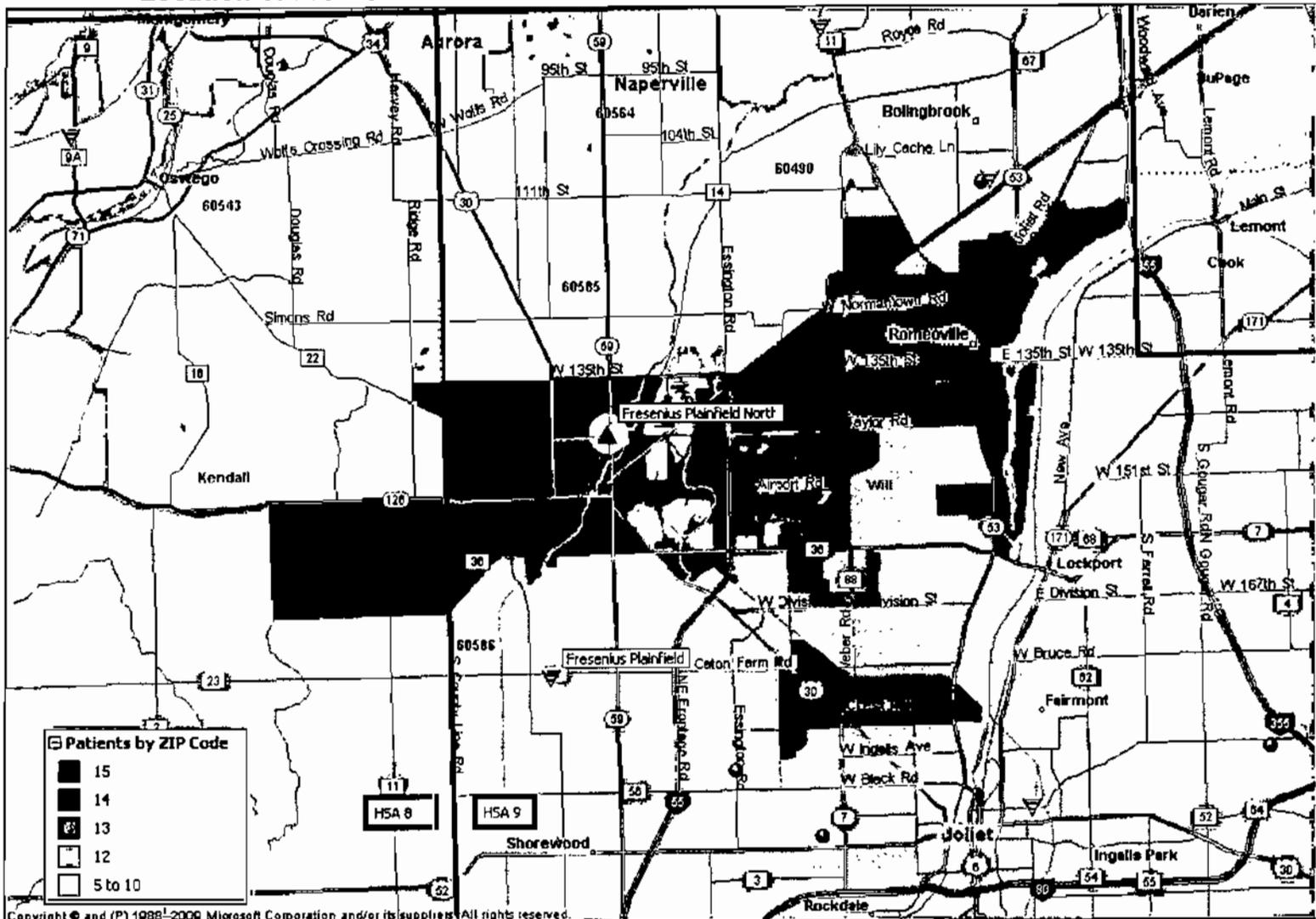


2. Planning Area Need – Service To Planning Area Residents:

A. The primary purpose of this project is to provide in-center hemodialysis services to the residents of Plainfield in Will County. 90% of the patients identified for the Plainfield North facility reside in HSA 9.

County	HSA	# Pre-ESRD Patients Who Will Be Referred to Fresenius Medical Care Plainfield North
Will	9	74 patients = 90%
Kane	8	8 patients = 10%

Location of Pre-ESRD Patients for Fresenius Medical Care Plainfield North





KIDNEY CARE CENTER

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Tunji Alausa, M.D.
M.S. Shafi, M.D.
Stella Awua-Larbi, M.D.
Nitesh Thakker, M.D.
Amit Jamnadas, M.D.

May 9, 2012

Ms. Courtney Avery
Administrator
Illinois Health Facilities & Services Review Board
525 W. Jefferson St., 2nd Floor
Springfield, IL 62761

Dear Ms. Avery,

I am a nephrologist practicing in Joliet and Plainfield in Will County. I also serve as Medical Director of the Fresenius Medical Care Plainfield & Joliet dialysis centers and the Joliet Home Dialysis Network facility. I am part of Kidney Care Center in Joliet. Along with my partners, Mohammed Shafi, M.D., Nitesh Thakker, M.D., Stella Awua-Larbi, M.D. and Amit Jamnadas, M.D. we currently refer patients to Fresenius Medical Care Plainfield, Bolingbrook, Mokena, Morris, Naperville & Joliet Home Dialysis Network, Silver Cross Renal West, Renal East & Morris and to Sun Health. In addition we have nursing home patients at Fairview Nursing Home and Deerbrook Care Center. The area my practice serves has seen a constant increase of end stage renal disease (ESRD) patients over the past several years. This is especially true of Plainfield.

Less than two years after opening the current Plainfield facility it was above 80% utilization requiring the request to add four more stations. Now, just three months after those stations have begun operating, the facility is at 84% utilization with 81 patients. I have had to add three additional nephrologists to my practice in order to accommodate this demand. For these reasons I am in complete support of the establishment of another facility to serve the patients in Plainfield - Fresenius Medical Care Plainfield North

We were treating 60 in-center hemodialysis patients at the end of 2009, 83 at the end of 2010 and 101 at the end of 2011 as reported to The Renal Network. At the end of the 1st quarter 2012 we had 115 in-center hemodialysis patients. Over the past twelve months, we have referred 65 patients for in-center hemodialysis to those facilities mentioned above. I currently have 82 pre-ESRD patients in my practice from the Plainfield area that would be expected to be referred to the Plainfield North facility in the first two years after beginning operations. Of these I expect approximately 30% to expire, regain function, move out of the area or choose home dialysis before dialysis therapy is started. I expect then that approximately 58 of these patients to actually be referred to Plainfield North for dialysis. My partners and I will continue to refer patients to the other area facilities per the patient's place of residence and choice. I also strongly support home dialysis through



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Nitesh Thakker, M.D.
Amit Jamnadas, M.D.

my Joliet and Plainfield home therapies programs and will continue to refer those patients who are good candidates for home dialysis services.

I respectfully ask you to consider the constant growth of ESRD in Plainfield and vote to approve Fresenius Medical Care Plainfield North to meet this growing need.

Thank you for your consideration.

I attest that to the best of my knowledge, all the information contained in this letter is true and correct and that the projected patient referrals listed in this document have not been used to support any other CON application.

Sincerely,

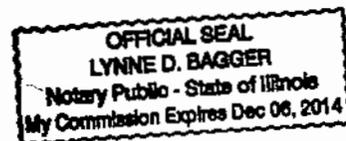
Morufu Alausa, M.D.

Notarization:

Subscribed and sworn to before me
this 9th day of May, 2012

Signature of Notary

Seal





KIDNEY CARE CENTER

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 Amit Jamnadas, M.D.

PRE - ESRD PATIENTS KIDNEY CARE CENTER EXPECTS TO REFER TO FRESenius MEDICAL CARE PLAINFIELD NORTH WITHIN 2 YEARS OF PROJECT COMPLETION

Initials	Zip Code
JH	60586
PC	60403
LH	60446
NJ	60586
DA	60586
BD	60403
HL	60446
RM	60403
SR	60586
ST	60586
LA	60586
LB	60446
MS	60403
RH	60544
DK	60586
KF	60586
CZ	60586
CZ	60586
LW	60544
RK	60586
JM	60446
WJ	60446
BL	60446
BR	60585
SJ	60543
CM	60543
FM	60585
SM	60403
CJ	60490
DH	60543
DC	60403
BM	60543
BJ	60543
JN	60490
BD	60564
HE	60543
MR	60446
BD	60585
SS	60585
HW	60446
EC	60403

Initials	Zip Code
RS	60446
JC	60490
GE	60446
AL	60564
B	60564
AM	60490
WD	60564
LH	60403
GJ	60446
MS	60543
AD	60543
DA	60490
HJ	60446
MA	60585
BG	60490
KB	60564
DM	60564
MV	60446
GF	60585
GJ	60490
WH	60403
BC	60403
PD	60490
CL	60544
CD	60403
AW	60544
BB	60544
CB	60544
EH	60544
DB	60544
NS	60544
JH	60544
BA	60586
DF	60544
PF	60403
HC	60403
ND	60544
RT	60544
DH	60403
HE	60544
WB	60544

Summary

Zip Code	Patients
60403	14
60446	13
60490	8
60543	8
60544	15
60564	6
60585	6
60586	12
Total	82



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ADMISSIONS OF KIDNEY CARE CENTER FOR THE MOST RECENT TWELVE MONTHS – 04/01/2011 THROUGH 03/31/2012

Zip Code	Fresenius Medical Care		Silver Cross West	Total
	Mokena	Plainfield		
60403		2	2	4
60404		1		1
60408			1	1
60416		2	1	3
60423			2	2
60431		4		4
60432		3		3
60433		4	1	5
60435	1	6		7
60436			2	2
60439		3		3
60441		2		2
60447		1		1
60448	2	1		3
60451		1		1
60470		3		3
60491		1	1	2
60505		1		1
60543		1		1
60544		11		11
60560		1		1
60586		2		2
60638		1		1
60914		1		1
Total	3	52	10	65

54



KIDNEY CARE CENTER

812 Campus Drive • Joliet, IL 60435
Tel.: (815) 741-6830 • Fax: (815) 741-6832

Tunji Alausa, M.D.
M.S. Shafi, M.D.
Stella Awua-Larbi, M.D.
Nitesh Thakker, M.D.
Amit Jamnadas, M.D.

IN-CENTER PATIENTS OF KIDNEY CARE CENTER FOR 12/31/2009

Zip Code	Silver Cross		Sun Health	Fresenius Plainfield	Total
	West	Hospital			
60432	2	1	1	0	4
60433	2	0	1	0	3
60436	1	1	0	0	2
60451	1	0	1	0	2
60410	2	0	0	0	2
60481	1	1	0	0	2
60441	1	0	1	0	2
60435	4	0	1	1	6
60403	2	1	0	1	4
60518	1	0	0	1	2
60407	1	0	0	1	2
60450	1	0	1	0	2
60431	2	0	0	0	2
60404	2	1	0	0	3
60446	1	0	0	0	1
60544	2	0	1	0	3
60486	2	0	0	0	2
60420	1	1	0	0	2
60477	1	1	0	0	2
60434	2	0	1	0	3
60560	1	0	0	0	1
60538	1	0	0	0	1
60416	1	1	0	0	2
60448	1	0	1	0	2
60491	1	0	0	0	1
60440	1	0	0	0	1
60447	0	0	0	1	1
Total	38	8	9	5	60



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Nitesh Thakker, M.D.
Amit Jamnadas, M.D.

IN-CENTER PATIENTS OF KIDNEY CARE CENTER FOR 12/31/2010

Zip Code	Fresenius Medical Care		Silver Cross		Sun Health	Total
	Mokena	Plainfield	Hospital	West		
60403		5		3		8
60404		1		1		2
60407		1				1
60421		1				1
60431		2				2
60432		3	1	8	1	13
60433		1	2	3		6
60435		6		7		13
60436				5	3	8
60441		2		1		3
60442				3		3
60446		1		1		2
60447		2				2
60448	3	1				4
60451			1	1		2
60467			1			1
60477					1	1
60544		1		1		2
60559		1				1
60586		6		2		8
Total	3	34	5	36	5	83



KIDNEY CARE CENTER

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Nitesh Thakker, M.D.
Amit Jamnadas, M.D.

IN-CENTER PATIENTS OF KIDNEY CARE CENTER FOR 12/31/2011

Zip Code	Fresenius Medical Care				Silver Cross			Sun Health	Total
	Bolingbrook	Mokena	Morris	Plainfield	East	Morris	West		
60403				7			4		11
60404							1		1
60408							1		1
60412							1		1
60421				1					1
60431				1					1
60432		1		3	1		6		11
60433			1	2	2		6		11
60435				12			5		17
60436					1		5	3	9
60441				1			1		2
60443				1	1				2
60446	2			2			1		5
60447				2					2
60448		2							2
60450			1						1
60457		1			1				2
60467					1				1
60477								1	1
60487		1							1
60505				1					1
60544				1		1	1		3
60586				11			2		13
60914				1					1
Total	2	5	2	46	7	1	34	4	101



KIDNEY CARE CENTER

812 Campus Drive • Joliet, IL 60435
 Tel.: (815) 741-6830 • Fax: (815) 741-6832

Tunji Alausa, M.D.
 M.S. Shafi, M.D.
 Stella Awua-Larbi, M.D.
 Nitesh Thakker, M.D.
 Amit Jamnadas, M.D.

IN-CENTER PATIENTS OF KIDNEY CARE CENTER FOR 1ST QUARTER 2012

Zip Code	Fresenius Medical Care					Silver Cross			Sun Health	Total
	Bolingbrook	Mokena	Morris	Naperville	Plainfield	East	Morris	West		
60403				1	4			4		9
60404					1					1
60407							1			1
60408								1		1
60412								1		1
60431					3					3
60432		1			4	1		6		12
60433			1		4	4		6		15
60435					7			3		10
60436						1		5	3	9
60441					4			1		5
60442						1				1
60446	2				1			1		4
60447					1					1
60448		2								2
60450			1							1
60451		1				1				2
60455	1	1			3	1		2		8
60467						1				1
60477									1	1
60491					1					1
60505					1					1
60544					11		1	1		13
60586					10			1		11
60914					1					1
Total	3	5	2	1	56	10	2	32	4	115

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Service Accessibility – Service Restrictions

Fresenius Medical Care Plainfield North is being established to improve access in the village of Plainfield, in Will County in HSA 9. After six years of CON submittal's for a clinic in Plainfield, access to dialysis services first became available to Plainfield residents approximately 2 ½ years ago. Prior to this time patients had to drive to Bolingbrook, Joliet or Naperville for treatment which was excessive and difficult.

Considering the population boom experienced by Plainfield it made sense to bring the services to the area. However due to this boom, the Plainfield clinic reached 80% quickly, in just 18 months. Fresenius has since added 4 additional stations that became operational just 3 months ago in February 2012. The now 16 station clinic is already at 84% utilization with 81 patients. In an attempt to keep moving forward to meet demand, additional access is needed in Plainfield.

If the Plainfield North facility is not approved, the current facility will soon be at capacity and patients once again will have to travel out of the area for treatment or treat on a 4th shift. However, the previously mentioned locations of Naperville, Bolingbrook and Joliet have also been experiencing the same growth of population and ESRD patients as Plainfield. A new facility has been approved in each of these areas to address the growth that is totally separate from the Plainfield area. These outlying new clinics cannot accommodate the Plainfield patients along with patients from other nephrologists identified for each clinic.

FACILITIES WITHIN 30 MINUTES TRAVEL TIME OF FRESENIUS PLAINFIELD NORTH

Name	Address	City	ZIP Code	MapQuest		Adjusted Time	Stations	March-12 Patients	March-12 Utilization
				Miles	Time				
Fresenius Plainfield	2320 Michas Dr	Plainfield	60586	4.97	9	10.35	16	71	73.96%*
Silver Cross West	1051 Essington Rd	Joliet	60435	6.91	15	17.25	29	147	88.48%
USR Bolingbrook	396 Remington Blvd	Bolingbrook	60440	10.27	15	17.25	13	0	0.00%
Fresenius Bolingbrook	329 Remington Blvd	Bolingbrook	60440	9.99	15	17.25	24	121	84.03%
Fox Valley	1300 Waterford Dr	Aurora	60504	10.28	16	18.4	26	145	92.95%
Fresenius Naperville	2451 S Washington St	Naperville	60565	9.65	16	18.4	16	0	0.00%
Sun Health	2121 W Oneida St	Joliet	60435	11.17	19	21.85	17	55	53.92%
Fresenius Oswego	1051 Station Dr	Oswego	60543	13.67	22	25.3	11	41	62.12%
Fresenius Naperville	100 Spaulding Dr	Naperville	60540	12.52	22	25.3	15	81	90.00%
Fresenius Naperville North	514 W 5th Ave	Naperville	60563	13.35	23	26.45	14	70	83.33%
Yorkville Dialysis	11416 W Veterans Pkwy	Yorkville	60560	16.85	24	27.6	8	16	33.33%
Fresenius Joliet	721 E Jackson St	Joliet	60432	10.41	25	28.75	16	0	0.00%
Fresenius Willowbrook	6300 Kingery Hwy	Willowbrook	60527	19.27	25	28.75	16	91	94.79%
Silver Cross Hospital	1900 Silver Cross Blvd	New Lenox	60451	15.93	26	29.9	19	80	70.18%

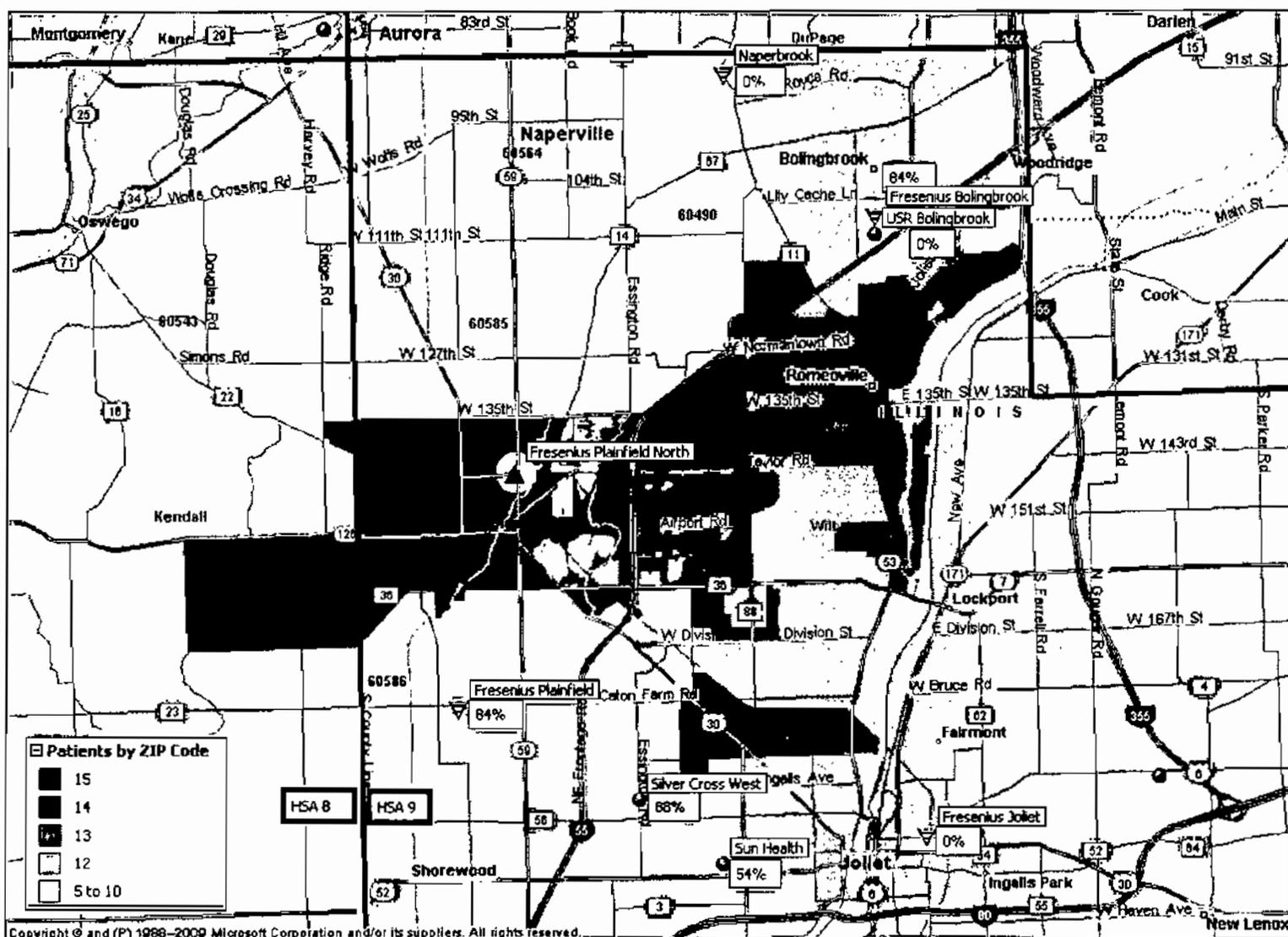
*As of May 2012 the Plainfield facility is at 84% utilization with 81 patients

Of the 14 facilities within 30 minutes, 8 are Fresenius facilities. Three of the 14 are not yet operating, but will **not** serve the patients at issue here. One of the remaining 4 facilities under 80% utilization is 30 minutes away.

Patients Identified for Plainfield North

Town	Zip Code	Pre-ESRD Patients
Crest Hill	60403	14
Romeoville	60446	13
Bolingbrook	60490	8
Oswego	60543	8
Plainfield	60544	15
Naperville	60564	6
Plainfield	60585	6
Plainfield	60586	12
Total		82

Patients Identified for Plainfield North and Area Facilities



Unnecessary Duplication/Maldistribution

ZIP Code	Population	Stations	Facility
60189	30,479		
60190	10,663		
60403	17,529		
60404	17,395		
60410	12,687		
60421	3,968		
60431	22,577		
60432	21,403	16	Fresenius Joliet
60433	17,160		
60435	48,899	46	Silver Cross West Sun Health
60436	18,315		
60439	22,919		
60440	52,911	37	Fresenius Bolingbrook USR Bolingbrook
60441	36,869		
60446	39,807		
60447	13,709		
60451	34,063	19	Silver Cross Hospital
60490	20,463		
60491	22,743		
60502	21,873		
60503	16,717		
60504	37,919	26	Fox Valley Dialysis
60505	76,573		
60506	53,013		
60512	1,111		
60515	27,503		
60516	29,084		
60517	32,038		
60521	17,597		
60525	31,168		
60527	27,486	16	Fresenius Willowbrook
60532	27,066		
60538	26,619		
60540	42,910	15	Fresenius Naperville
60541	3,148		
60543	36,156	11	Fresenius Oswego
60544	25,959		
60555	13,538		
60559	24,852		
60560	22,415	8	Yorkville Dialysis
60561	23,115		
60563	35,922	14	Fresenius Naperville North
60564	41,312		
60565	40,524	16	Fresenius Naperville
60585	22,311		
60586	46,251	16	Fresenius Plainfield
Total	1,268,739	240	1/5,286

1(A-B-C) The ratio of ESRD stations to population in the zip codes within a 30 minute radius of Fresenius Plainfield North is 1 station per 5,286 residents according to the 2010 census (based on 1,268,739 residents and 240 stations). The State ratio is 1 station per 3,348 residents (based on US Census 2010 of 12,830,632 Illinois residents and April 2012 Board stations inventory of 3,832).

2. The ratio of stations to population in the Plainfield area, which is more than 1 ½ times the State average, displays a need for additional stations. Although all facilities within thirty minutes travel time are not above the target utilization of 80%, Fresenius Medical Care Plainfield North will not create a maldistribution of services in regard to there being excess availability. The Plainfield area has experienced above average growth of the ESRD population and the only facility serving Plainfield remains above 80% utilization despite the addition of 4 stations.

Facilities Within 30 Minutes Travel Time of Plainfield North

Name	Address	City	ZIP Code	MapQuest		Adjusted Time	Stations	March-12 Patients	March-12 Utilization
				Miles	Time				
Fresenius Plainfield	2320 Michas Dr	Plainfield	60586	4.97	9	10.35	16	71	73.96%*
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Sun Health	2121 W Oneida St	Joliet	60435	11.17	19	21.85	17	55	53.92%
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Fresenius Willowbrook	6300 Kingery Hwy	Willowbrook	60527	19.27	25	28.75	16	91	94.79%
Silver Cross Hospital	1900 Silver Cross Blvd	New Lenox	60451	15.93	26	29.9	19	80	70.18%

*As of May 2012, the Plainfield facility is at 84% utilization with 81 patients.

2. Fresenius Medical Care Plainfield North will not have an adverse effect on any other area ESRD provider in the area. Plainfield is currently served by only one other clinic, the Fresenius Medical Care Plainfield clinic of which Dr. Alausa is the Medical Director. The establishment of the Plainfield North facility will in fact have a positive effect on the current Plainfield clinic by alleviating over-utilization. It will also have a positive effect on patients by creating access to additional treatment times. Expected referrals are new pre-ESRD patients who would have otherwise been referred to the current Plainfield facility, which is not able to accommodate all of these patients.

3. Not applicable – applicant is not a hospital; however the utilization will not be lowered below target utilization at any other ESRD facility due to the establishment of the facility.

Criterion 1110.1430 (e)(1) – Staffing

2) A. Medical Director

Dr. Alausa is a nephrologist in practice with Kidney Care Centers and is Medical Director of the Fresenius Plainfield, Joliet and Joliet Home dialysis clinics. Attached is his curriculum vitae.

B. All Other Personnel

Upon opening the facility will hire a Clinic Manager who is a Registered Nurse (RN) from within the company and will hire one Patient Care Technician (PCT). After we have more than one patient, we will hire another RN and another PCT.

Upon opening we will also employ:

- Part-time Registered Dietitian
- Part-time Licensed Master level Social Worker
- Part-time Equipment Technician
- Part-time Secretary

These positions will go to full time as the clinic census increases. As well, the patient care staff will increase to the following:

- One Clinic Manager – Registered Nurse
- Four Registered Nurses
- Ten Patient Care Technicians

- 3) All patient care staff and licensed/registered professionals will meet the State of Illinois requirements. Any additional staff hired must also meet these requirements along with completing a 9 week orientation training program through the Fresenius Medical Care staff education department.

Annually all clinical staff must complete OSHA training, Compliance training, CPR Certification, Skills Competency, CVC Competency, Water Quality training and pass the Competency Exam.

- 4) The above staffing model is required to maintain a 4 to 1 patient-staff ratio at all times on the treatment floor. A RN will be on duty at all times when the facility is in operation.

PUBLICATIONS

Kidney Transplants After A Previous Bone Marrow Transplant (Abstract presented at the National Kidney Foundation Meeting in April 2002). **Tunji Morufu Alausa et al**

Characterization of persistently altered gene expression in rat kidney after recovery from ischemic ARF. **Tunji Morufu Alausa et al**

Refractory Acute Kidney Transplant Rejection with CD20 Graft Infiltrates and Successful Therapy with Rituximab. **Tunji Morufu Alausa et al**

Identification of Persistently Altered Gene Expression in Kidney Following Functional Recovery From Ischemic Acute Renal Failure David P. Basile, **Tunji M. Alausa et al**

Effusion That Won't Go Away (New England Journal Of Medicine Volume 345 Number 10) P. Muthuswamy, **Tunji M. Alausa et al**

A Comparative Study of Celecoxib versus Diclofenac Sodium On Blood Pressure Control and Renal Function in Hypertensive African Americans / Hispanics (Abstract presented at the American Society of Nephrology Annual Scientific Meeting 2002)

The Impact of Evidence on Physicians' Inpatient Treatment Decisions Brian Lucas, **Tunji M. Alausa et al**

RESEARCH

Peritubular Capillary Loss following Recovery from Ischemic Acute Tubular Necrosis.

Identification of Persistently Altered Gene Expression in Kidney Following Functional Recovery From Ischemic Acute Renal Failure

Effects of Celecoxib versus Diclofenac Sodium on Blood pressure Control / Renal Function in Hypertensive African Americans and Hispanics (Randomized cross-over study)

Is Treatment of Medical Inpatients Evidence- Based? (A Study of Impact of Evidence Based Medicine on Treatment Decisions)

Project Brotherhood (A Community- Based Project on Health and Social needs of Minority Males in an Inner City Low Income Neighborhood)

HONORS

Lagos State Medical Student Association Outstanding Medical Student Award for Community Service and Development Programs

Nominated for the Best Teaching Attending in Primary Care Medicine - Cook County Hospital 2002 Academic Year

Physiology Distinction (viva): Basic Medical Sciences, College of Medicine, University of Lagos

PROFESSIONAL MEMBERSHIPS

American Society of Nephrology
Renal Physician Association
American Society of Transplantation
American College of Physician
American Medical Association
British Medical Association
Trinidad and Tobago Medical Association
Nigeria Medical Association

PERSONAL INFORMATION

Married
American Citizen
Date of Birth - 04/16/1967

REFERENCE

Available upon request

Criterion 1110.1430 (e)(5) Medical Staff

I am the Regional Vice President of the Chicago Central Region of the North Division of Fresenius Medical Care North America. In accordance with 77 Il. Admin Code 1110.1430, and with regards to Fresenius Medical Care Plainfield North, I certify the following:

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



Signature

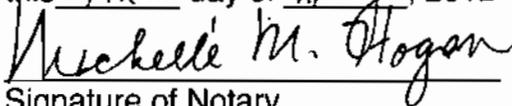
Coleen Muldoon

Printed Name

Regional Vice President

Title

Subscribed and sworn to before me
this 9th day of May, 2012



Signature of Notary

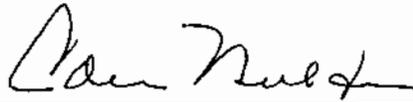
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Criterion 1110.1430 (f) – Support Services

I am the Regional Vice President of the Chicago Central Region of the North Division of Fresenius Medical Care North America. In accordance with 77 Il. Admin Code 1110.1430, I certify to the following:

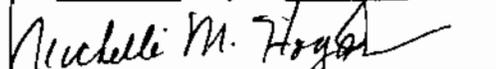
- Fresenius Medical Care utilizes the Proton patient data tracking system in all of its new facilities.
- These support services are will be available at Fresenius Medical Care Plainfield North during all six shifts:
 - Nutritional Counseling
 - Psychiatric/Social Services
 - Home/self training
 - Clinical Laboratory Services – provided by Spectra Laboratories
- The following services will be provided via referral to Edward Hospital, Naperville:
 - Blood Bank Services
 - Rehabilitation Services
 - Psychiatric Services



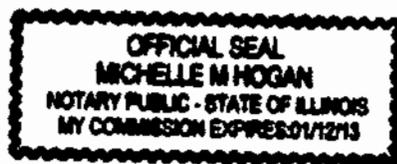
Signature

Coleen Muldoon/Regional Vice President
Name/Title

Subscribed and sworn to before me
this 9th day of May, 2012


Signature of Notary

Seal



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Criterion 1110.1430 (g) – Minimum Number of Stations

Fresenius Medical Care Plainfield North is located in the Chicago-Naperville-Joliet-Gary, IL-IN-WI Metropolitan Statistical Area (MSA). A minimum of eight dialysis stations is required to establish an in-center hemodialysis center in an MSA. Fresenius Medical Care Plainfield North will have twelve dialysis stations thereby meeting this requirement.

**PATIENT TRANSFER AGREEMENT BETWEEN
EDWARD HOSPITAL AND FRESENIUS MEDICAL CARE
OF PLAINFIELD NORTH**

This Agreement is made and is effective as of the 12th day of April, 2012 by and between **Fresenius Medical Care Plainfield North** ("**Fresenius-Plainfield North**") and **Edward Hospital** ("**Hospital**"), located at 801 S. Washington Street, Naperville, IL 60540.

Whereas, **Fresenius-Plainfield North** has submitted a Certificate of Need application to the Illinois Health Facilities Planning Board for approval of a free standing renal dialysis center (the "Center") for treatment of patients with end-stage renal disease to be located in Plainfield, Illinois;

Whereas, **Edward Hospital** operates an Illinois licensed acute care hospital (the "Hospital") located in Naperville, Illinois; and

Whereas, in connections with the above Certificate of Need approval, **Fresenius-Plainfield North** and **Edward Hospital** desire to enter into this transfer agreement to assure continuity of care and treatment appropriate for patients receiving dialysis services at the Center (the "Center Patients") who are determined to be in need of emergent evaluation, treatment, and possible admission as an inpatient at the Hospital.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, **Fresenius-Plainfield North** and the **Hospital** hereby agree as follows:

1. When it is determined by the Center that a Center Patient is in need of emergent evaluation, treatment, and possible admission as an inpatient at the Hospital, and when a Hospital physician accepts transfer of a Center Patient, then Hospital agrees to accept such a patient transfer as promptly as possible provided that transfer requirements are met and adequate staff and bed space to accommodate such a patient are available. **Fresenius-Naperville North** will be responsible for the transfer of the Center Patient, including arranging for appropriate transportation and care of the patient during the transfer.
2. The parties agree to devote their best efforts to promoting cooperation and effective communication between the parties in rendering services hereunder, to foster the prompt effective evaluation, treatment and continuing care of recipients of these services.
3. The parties agree that that services provided by each party in connection with this Agreement will be provided in conformity with all applicable federal, state, and local laws, standards, rulings, ore regulations. This shall include the obligation to comply with all State of Illinois and federal laws and regulations governing the confidentiality and release of patient medical record and health information, including, but not limited to, the privacy standards of Privacy Rule under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder. The parties also agree to comply with the accreditation standards of the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO").
4. Charges for services performed by either institution in connection with this Agreement shall be collected by the institution rendering such services directly from the patient, third party payor or other sources normally billed by the institution. Neither party shall have any liability to the other party for such charges.
5. Each party acknowledges the non-exclusive nature of the Agreement, and nothing in this agreement shall be construed as limited the right of either party to contract under similar agreements with any other institution while this Agreement is in effect.

6. The relationship between Fresenius-Plainfield North and the Hospital shall be that of independent contractors. The governing body of each institution shall have exclusive control of policies, management, assets, and affairs of its respective institution. Neither institution shall assume any liability by virtue of this Agreement for any debts or other obligations of a financial or legal nature incurred by the other institution. Each part will maintain professional and general liability insurance as will fully protect it from any and all claims of any nature for damage to property or from personal injury including death, made by anyone which may arise from operations carried on by either party under this Agreement, or from the acts or omissions of any of their respective officers, directors, employees or agents. Such insurance shall be maintained at such minimum levels as are determined to be mutually acceptable. In the event that such insurance is not on an "occurrence basis" and is canceled or terminated, the party cancelling or terminating such insurance shall at all times, including without limitation, after the expiration and termination of this Agreement for any reason, maintain continuing insurance coverage for such cancelled policy of insurance through the purchase of "prior acts" coverage with a subsequent policy of insurance, which provides for a retroactive date of coverage equal to the retroactive date of the insurance policy that was cancelled or terminated, the purchase of an extended reporting endorsement or "tail coverage" for the policy that was cancelled or terminated, or such other method which assures continuing coverage. Each party shall provide the other party with a certificate of insurance or other reasonable evidence that the insurance coverage requirements of this Agreement have been met. Such evidence shall be provided upon the execution of this Agreement, and thereafter in the event of any modification or change in coverage, or upon the other party's request. Each party shall notify the other party in writing at least thirty (30) days prior to cancellation, modification, or non-renewal of its liability coverage. Each party shall notify the other in writing within fifteen (15) days after any notice is received of cancellation or non-renewal of its liability coverage.
7. The parties agree to assume the risk of liability for and to indemnify and hold each other and their respective officers, agents, and employees harmless from and against all claims, causes of action, damages, suits, judgments, liabilities, losses, and expenses, including damages for the death of any person or persons and damages to any property ("Losses"), resulting from, arising out of, or connected with the negligent acts or omissions of their respective employees and agents. This covenant shall survive any termination of this Agreement.
8. **The term of the Agreement shall be one year from the date of execution, and shall automatically renew for successive one (1) year periods thereafter unless terminated as follows:**
 - i. Either party may terminate this Agreement at any time, without cause, upon ninety (90) days advance written notice to the other party;
 - ii. In the event that either party notifies the other party in writing that the other party has materially defaulted in the performance of any obligation under this Agreement, and the other party fails to cure such default within thirty (30) days following the receipt of such written notice, or such other longer time as may be mutually agreed to by the parties in writing. Any such notice of default shall include a reasonable description or explanation of the nature of the default. All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered then (10) days after date of mailing via regular mail, or sooner upon presentation of adequate proof of earlier delivery, if delivered in person or if sent via overnight courier or by registered, or certified, first class mail, postage prepaid. Notices shall be sent to the signatories to this Agreement, with a copy to the Pediatric Intensive Care Medical Director at the respective institutions.
9. This Agreement shall automatically terminate without regard to notice upon the date that either party to this Agreement:
 - a) Ceases to have a valid provider agreement with the Secretary of the Department of Health and Human Services;
 - b) Fails to renew, has suspended, or revoked any necessary licensure to provide health care services in the State of Illinois; or

- c) Either party dissolves or ceases its operations as an acute care hospital in the State of Illinois or files a petition in bankruptcy or is adjudicated bankrupt.
- 10. In providing services under this Agreement, each party agrees not to discriminate on the basis of race, color, sex, age, religion, national origin, handicap or any other legally prohibited factor.
- 11. This Agreement constitutes the entire agreement between the parties hereto, and there are no representations, warranties, or prior understandings except as expressly set forth herein. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, terminated or otherwise modified, except in writing executed with the same formalities as this Agreement. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Illinois.
- 12. Neither party to this Agreement may assign any of the rights or obligation under this Agreement without the express written consent of the other party. Any attempt to assign this Agreement without consent shall be void.
- 13. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions.
- 14. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement or the application of such provision to any person or circumstance other than those to which it is held invalid, shall not be affected thereby, each of such provisions being severable in any such instance.

IN WITNESS WHEREOF, the Agreement has been executed by the parties on the date first written above.

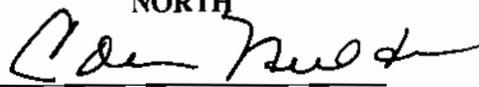
EDWARD HOSPITAL

By: 
Signature

Name Printed: Pamela Davis

Title: President & CEO

**FRESENIUS-PLAINFIELD
NORTH**

By: 
Signature

Name Printed: Coleen Muldoon

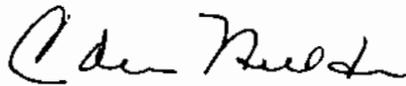
Title: Regional Vice President

Criterion 1110.1430 (j) – Assurances

I am the Regional Vice President of the Chicago Central Region of the North Division of Fresenius Medical Care North America. In accordance with 77 II. Admin Code 1110.1430, and with regards to Fresenius Medical Care Plainfield North, I certify the following:

1. As supported in this application through expected referrals to Fresenius Medical Care Plainfield North in the first two years of operation, the facility is expected to achieve and maintain the utilization standard, specified in 77 III. Adm. Code 1100, of 80% and;
2. Fresenius Medical Care Plainfield hemodialysis patients have achieved adequacy outcomes of:
 - o 95% of patients had a URR \geq 65%
 - o 95% of patients had a Kt/V \geq 1.2

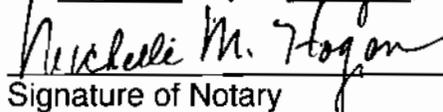
and same is expected for Fresenius Medical Care Plainfield North.



Signature

Coleen Muldoon/Regional Vice President
Name/Title

Subscribed and sworn to before me
this 9th day of May, 2012


Signature of Notary

Seal



Plainfield 3.0 LLC
10531 Timberwood Circle, Suite D
Louisville, KY 40223

December 13, 2011

Bill Popken
Real Estate Manager
Fresenius Medical Care North America
Reservoir Woods
920 Winter Street
Waltham, MA 02451-1457

RE: Fresenius Medical Care Dialysis Center

Dear Mr. Popken,

Plainfield 3.0 LLC, an Illinois limited liability company ("Landlord") hereby expresses its interest in negotiating a Lease of the above reference property to the Fresenius Medical Care ("Tenant"). By your execution hereof, you represent that you have been duly authorized to sign this letter on behalf of Tenant.

This is a letter of intent only. It is not legally binding on either party, notwithstanding anything to the contrary in this letter. It is, however, an indication of good faith intent between the parties to be detailed in the future lease agreement if the parties so agree.

The terms and conditions of this letter of interest are as follows:

<u>OWNERSHIP:</u>	PLAINFIELD 3.0 LLC 10531 Timberwood Circle, Suite D Louisville, KY 40223
<u>LOCATION:</u>	24020 Riverwalk Court, Plainfield, IL
<u>SPACE REQUIREMENTS:</u>	Approximately 8,500 SF of contiguous rentable square feet.
<u>PRIMARY TERM:</u>	Fifteen (15) year term.
<u>OPTION TO RENEW:</u>	FMC will have three (3) five (5) year options to renew the lease.
<u>RENTAL RATE:</u>	Twenty Seven ^{Three} Dollars PSF (\$ 27 ²³) Triple Net.
<u>ESCALATION:</u>	Rent shall escalate ten percent (10%) in the fifth (5 th) and tenth (10 th) lease year, and every five years thereafter.

-1-

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LOI For Leased Space
ATTACHMENT - 39

**COMMON AREA EXPENSES
AND REAL ESTATE TAXES:**

Tenant shall pay Real Estate Taxes and Operating Expenses.

POSSESSION DATE:

FMC will have the right to take possession of the premises upon substantial completion of Landlord's Work to complete its necessary improvements.

COMMENCEMENT DATE:

Rent shall commence ninety (90) days following Possession date.

**DEMISED PREMISES
SHELL:**

Per Landlord's Work Exhibit.

**SPACE PLANNING/
ARCHITECTURAL AND
MECHANICAL DRAWINGS:**

FMC will provide all space planning and architectural and mechanical drawings required to build out the tenant improvements, including construction drawings stamped by a licensed architect and submitted for approvals and permits. All building permits shall be the Tenant's responsibility.

PARKING:

Tenant shall have exclusive use of all available on site parking.

**CORPORATE
IDENTIFICATION:**

FMC shall have all signage rights in accordance with local code.

**ASSIGNMENT/
SUBLETTING:**

FMC requires the right to assign or sublet all or a portion of the demised premises to any subsidiary or affiliate without landlord's consent. Any other assignment or subletting will be subject to landlord's prior consent, which shall not be unreasonably withheld or delayed.

SECURITY:

Fresenius Medical Care Holding will fully guarantee the lease.

BROKERAGE FEE:

Per separate agreement.

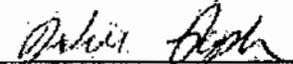
It is expressly understood, agreed, and hereby acknowledged, that only upon the proper execution of a fully completed, formal lease contract, with all the lease terms and conditions clearly defined and included therein, will there then be any obligation, of any kind or nature, incurred or created between the herein parties in connection with the referenced property. Should you have any comments or questions, please do not hesitate to contact me.

Very truly yours,

PLAINFIELD 3.0 LLC


Chad Middendorf
Manager

AGREED AND ACCEPTED this 19 day of December, 2011

By: 

Title: Sarah Real Estate Manager

EXHIBIT 1

LEASE SCHEDULE NO. 709-0002105-016
(True Lease)

LESSOR: SIEMENS FINANCIAL SERVICES, INC.
("Lessor")

Address: 170 Wood Ave South
Iselin, NJ 08830

LESSEE: NATIONAL MEDICAL CARE, INC.
a Delaware corporation
("Lessee")
Address: 920 Winter Street
Waltham, MA 02453

1. Lessor and Lessee have entered into a Master Equipment Lease Agreement dated as of March 10, 2006 ("Master Lease"), including this Schedule (together, the "Lease"), pursuant to which Lessor and Lessee have agreed to lease the equipment described in Exhibit A hereto (the "Equipment"). Lessee and Lessor each reaffirm all of its respective representations, warranties and covenants set forth in the Master Lease, all of the terms and provisions of which are incorporated herein by reference, as of the date hereof. Lessee further certifies to Lessor that Lessee has selected the Equipment and prior to the execution of this Schedule has received and approved a purchase order, purchase agreement or supply contract under which the Equipment will be acquired for purposes of this Lease.

2. The Acquisition Cost of the Equipment is: \$ 3,679,373.64

3. The Equipment will be located at the location specified in Exhibit A hereto, unless the Equipment is of the type normally used at more than one location (such as vehicular equipment, construction machinery or the like), in which case the Equipment will be used in the area specified on Exhibit A hereto.

4. TERM OF LEASE: The term for which the Equipment shall be leased shall be for 72 months (the "Initial Lease Term"), commencing on the Lease Term Commencement Date as set forth in the Acceptance Certificate to this Schedule, and expiring 03/30/2018, unless renewed, extended, or sooner terminated in accordance with the terms of the Lease.

5. RENT: (a) Payable in monthly installments on the 26th day of each month during the Initial Lease Term as follows:

Rental Payment Numbers	Number of Rental Payments	Amount of Each Rental Payment
1-72	72	\$51,954.37

Lessor will invoice Lessee for all sales, use and/or personal property taxes as and when due and payable in accordance with applicable law, unless Lessee delivers to Lessor a valid exemption certificate with respect to such taxes. Delivery of such certificate shall constitute Lessee's representation and warranty that no such tax shall become due and payable with respect to the Equipment and Lessee shall indemnify and hold harmless Lessor from and against any and all liability or damages, including late charges and interest which Lessor may incur by reason of the assessment of such tax.

6. OTHER PAYMENTS:

(a) Lessee agrees to pay Rental Payments in advance.

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7. **EARLY TERMINATION OPTION:** So long as no Event of Default under the Lease, nor any event which upon notice or lapse of time or both would constitute such an Event of Default has occurred and is continuing, Lessee shall have the option to terminate the Lease for all, but not less than all, of the Equipment on the rental payment date for the thirty-fourth (34th) monthly rental payment (the "Early Termination Date"). Lessee shall notify Lessor in writing of Lessee's intention to exercise such termination option at least ninety (90) days prior to the Early Termination Date of such Lease. Lessee shall pay to Lessor on the Early Termination Date an aggregate amount (the "Termination Amount") equal to: (i) all rental payments, late charges and other amounts due and owing under the Lease, including the rental payment due on the Early Termination Date; plus (ii) any and all taxes, assessments and other charges due in connection with the termination of the Lease; plus (iii) 84% of the original Acquisition Cost of the Equipment as set forth herein.

In addition to the payment of the Termination Amount, Lessee shall return all of the Equipment to Lessor on the Early Termination Date pursuant to and in the condition required by the terms of the Lease.

In the event Lessee shall not pay the Termination Amount on the Early Termination Date and return the Equipment to Lessor pursuant to, and in the condition required by the Lease, then the Lease Term for the Equipment shall continue in full force and effect and this Early Termination Option shall be null and void and of no further force or effect.

8. **EARLY PURCHASE OPTION:** So long as no Event of Default under the Lease, nor any event which upon notice or lapse of time or both would constitute such an Event of Default has occurred and is continuing, Lessee shall have the option to terminate the Lease and purchase all, but not less than all, of the Equipment on the rental payment date for the sixtieth (60th) monthly rental payment (the "Early Purchase Option Date"). Lessee shall notify Lessor in writing of Lessee's intention to exercise such early purchase option at least ninety (90) days prior to the Early Purchase Option Date of such Lease. Lessee shall pay to Lessor on the Early Purchase Option Date an aggregate amount (the "Purchase Price") equal to: (i) all rental payments, late charges and other amounts due and owing under the Lease, including the rental payment due on the Early Purchase Option Date; plus (ii) any and all taxes, assessments and other charges due in connection with the termination of the Lease and the purchase of the Equipment; plus (iii) 28.02% of the original Acquisition Cost of the Equipment as set forth herein.

Provided that Lessor shall have received the Purchase Price on the Early Purchase Option Date, Lessor shall convey all of its right, title and interest in and to the Equipment to Lessee on the Early Purchase Option Date, on an "AS-IS", "WHERE-IS" BASIS WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, and without recourse to Lessor; provided however, that notwithstanding anything else herein to the contrary, Lessor shall warrant that the Equipment is free and clear of all liens, charges and encumbrances created by, through or under Lessor, and that Lessor has good and lawful right, power and authority to sell said Equipment to Lessee.

In the event Lessee shall not pay the Purchase Price on the Early Purchase Option Date then the initial Lease Term or any renewal term for the Equipment shall continue in full force and effect and this Early Purchase Option shall be null and void and of no further force or effect.

9. **PURCHASE OPTION:** So long as no Event of Default, nor any event which upon notice or lapse of time or both would constitute an Event of Default, has occurred and is continuing under the Lease, and the Lease has not been earlier terminated, and upon not less than ninety (90) days prior written notice, Lessee shall have the option, upon expiration of the initial Lease Term, renewal term or Extended Term, to purchase all, but not less than all, of Lessor's right, title and interest in and to the Equipment at the end of the Lease Term for a Purchase Option Price (hereinafter defined), on the last day of the Lease Term, in immediately available funds.

The Purchase Option Price shall be equal to the Fair Market Value of the Equipment (hereinafter defined) plus any sales, use, property or excise taxes on or measured by such sale, any other amounts accrued and unpaid under the Lease and any other expenses of transfer including UCC termination fees.

The "Fair Market Value" of the Equipment, shall be determined on the basis of, and shall be equal in amount to the value which would be obtained in an arm's-length transaction between an informed and willing buyer-user (other than a lessee currently in possession or a used equipment dealer) and an informed and willing seller under no compulsion to sell and, in such determination, costs of removal from the location of current use shall not be a deduction from such value. For purposes of determining Fair Market Value it will be assumed that as of the date of determination that the Equipment is in at least the condition required by the Lease. If during or after the period of thirty (30) days from Lessor's receipt of the aforesaid written notice from Lessee of Lessee's intention to exercise said purchase option, Lessor and Lessee determine that they cannot agree upon such fair market value, then such value shall be determined in accordance with the foregoing definition by a qualified independent appraiser as selected by mutual agreement between Lessor and Lessee, or failing such agreement, by a panel of three independent appraisers, one of whom shall be selected by Lessor, the second by Lessee and the third designated by the first two selected. If any party refuses or fails to appoint an appraiser or a third appraiser cannot be agreed upon by the other two appraisers, such appraiser or appraisers shall be selected in accordance with the rules for commercial arbitration of the

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American Arbitration Association. The appraisers shall be instructed to make such determination within a period of twenty (20) days following appointment, and shall promptly communicate such determination in writing to Lessor and Lessee. The determination of Fair Market Value so made by the sole appraiser or by a majority of the appraisers, if there is more than one, shall be conclusively binding upon both Lessor and Lessee. All appraisal costs, fees and expenses shall be payable by Lessee. The sale of the Equipment by Lessor to Lessee shall be on an AS-IS, WHERE-IS basis, without recourse to, or warranty by, Lessor; provided however, that notwithstanding anything else herein to the contrary, Lessor shall warrant that the Equipment is free and clear of all fees, charges and encumbrances created by, through or under Lessor, and that Lessor has good and lawful right, power and authority to sell said Equipment to Lessee.

Lessee shall be deemed to have waived this Purchase Option unless it provides Lessor written notice of its irrevocable election to exercise this option within fifteen (15) days after Lessee is advised of the Fair Market Value of the Equipment.

Lessee may elect to return all, but not less than all, of the Equipment at the end of the Initial Lease Term or any renewal term, provided that such return will only be permitted if (i) the Lessee provides the Lessor with written notice of its intention to return the Equipment not less than ninety (90) days prior to the end of the Initial Term, and (ii) the return of the Equipment is in accordance with the terms of the Lease and any Schedules, Acceptance Certificate, Riders, Exhibits and Addenda thereto.

If, for any reason whatsoever, the Lessee does not purchase the Equipment at the end of the Initial Lease Term or any renewal term in accordance with the foregoing, or exercises their option to return the Equipment as set forth above, the lease term of the Equipment shall and without further action on the part of Lessee be extended on a month-to-month basis with rentals payable monthly calculated at one hundred five percent (105%) of the highest monthly rental payable during the Initial Lease Term (the "Extended Term"). At the end of such Extended Term, the Lessee shall have the option to either: (i) return the Equipment to the Lessor in accordance with the terms of the Lease; or (ii) purchase the Equipment for its then Fair Market Value as determined in accordance with the provisions set forth above. The Extended Term shall continue until (a) Lessee provides Lessor with not less than ninety (90) days prior written notice of the anticipated date Lessee will return the Equipment and Lessee returns the Equipment in accordance with the return provisions of this Lease, or (b) Lessee provides Lessor with not less than ninety (90) days prior written notice of Lessee's exercise of its Fair Market Value purchase option with respect to the Equipment.

10. STIPULATED LOSS VALUES:

Rental Payment #	Percentage of Acquisition Cost	Rental Payment #	Percentage of Acquisition Cost
1	101.47	37	60.22
2	100.81	38	58.94
3	99.65	39	57.66
4	98.66	40	56.37
5	97.55	41	55.08
6	96.63	42	53.78
7	95.48	43	52.47
8	94.41	44	51.16
9	93.33	45	49.84
10	92.25	46	48.51
11	91.15	47	47.18
12	90.05	48	45.84
13	88.95	49	44.50
14	87.83	50	43.15
15	86.71	51	41.79
16	85.58	52	40.43
17	84.44	53	39.06
18	83.29	54	37.69
19	82.14	55	36.31

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Rental Payment #	Percentage of Acquisition Cost	Rental Payment #	Percentage of Acquisition Cost
20	80.97	56	34.92
21	79.81	57	33.53
22	78.63	58	32.13
23	77.45	59	30.72
24	76.28	60	29.31
25	75.09	61	27.89
26	73.88	62	26.47
27	72.65	63	25.04
28	71.44	64	23.61
29	70.22	65	22.17
30	68.99	66	20.72
31	67.76	67	19.27
32	66.52	68	17.82
33	65.27	69	16.35
34	64.01	70	14.88
35	62.75	71	13.40
36	61.49	72	11.92

Stipulated Loss Values are due in addition to the Rental Payment due on the same date.

IN WITNESS WHEREOF, the parties hereto certify that they have read, accepted and caused this Individual Leasing Record to be duly executed by their respective officers thereunto duly authorized.

Dated: 3/30/09

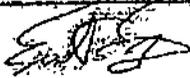
LESSOR:

Siemens Financial Services, Inc.

By: Carol Walters

Name: CAROL WALTERS

Title: VIC PRESIDENT DOCUMENTATION



Ernest Enrigo
Sr. Transaction Coordinator

LESSEE:

National Medical Care, Inc.

By: Mark Pawlert

Name: MARK PAWLEIT

Title: TREASURER

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DELL**QUOTATION**

QUOTE #: 485293558

Customer #: 84405601

Contract #: 70137

Customer Agreement #: Dell Std Terms

Quote Date: 4/22/09

Date: 4/22/09 12:33:14 PM

Customer Name: FRESENIUS MEDICAL CARE N A

TOTAL QUOTE AMOUNT:	\$975.02		
Product Subtotal:	\$864.59		
Tax:	\$46.43		
Shipping & Handling:	\$64.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$584.51	GROUP TOTAL: \$584.51
Base Unit:	OptiPlex 760 Small Form Factor Base Standard PSU (224-2219)		
Processor:	OptiPlex 760, Core 2 Duo E7300/2.66GHz, 3M, 1068FSB (311-8514)		
Memory:	2GB, Non-ECC, 800MHz DDR2, 2X1GB OptiPlex (311-7374)		
Keyboard:	Dell USB Keyboard, No Hot Keys English, Black, OptiPlex (330-1987)		
Monitor:	Dell UltraSharp 1708FP BLK w/AdjStn, 17 Inch, 1x08FPBLK OptiPlex, Precision and Latitude (320-7682)		
Video Card:	Integrated Video, GMA 4600, Dell OptiPlex 760 and 960 (320-7407)		
Hard Drive:	80GB SATA 3.0Gb/s and 8MB DataBurst Cache, Dell OptiPlex (341-8006)		
Floppy Disk Drive:	No Floppy Drive with Optical Filler Panel, Dell OptiPlex Small Form Factor (341-4609)		
Operating System:	Windows XP PRO SP3 with Windows Vista Business License English, Dell OptiPlex (420-9570)		
Mouse:	Dell USB 2 Button Optical Mouse with Scroll, Black OptiPlex (330-2733)		
NIC:	ASF Basic Hardware Enabled Systems Management (330-2901)		
CD-ROM or DVD-ROM Drive:	24X24 CDRW/DVD Combo, with Cyberlink Power DVD, No Media Media, Dell OptiPlex 960 Small Form Factor (313-7071)		
CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD 8.1, with Media, Dell OptiPlex/Precision (420-9179)		
Sound Card:	Heat Sink, Mainstream, Dell OptiPlex Small Form Factor (311-9520)		
Speakers:	Dell AX510 black Sound Bar for UltraSharp Flat Panel Displays Dell OptiPlex/Precision/ Latitude (313-8414)		
Cable:	OptiPlex 760 Small Form Factor Standard Power Supply (330-1884)		
Documentation Diskette:	Documentation, English, Dell OptiPlex (330-1710)		
Documentation Diskette:	Power Cord, 125V, 2M, C13, Dell OptiPlex (330-1711)		
Factory Installed Software:	No Dell Energy Smart Power Management Settings, OptiPlex (487-3664)		
Feature:	Resource DVD contains Diagnostics and Drivers for Dell OptiPlex 760 Vista (330-2019)		
Service:	ProSupport for IT: Next Business Day Parts and Labor Onsite Response Initial Year (991-6370)		
Service:	ProSupport for IT: Next Business Day Parts and Labor Onsite Response 2 Year Extended (991-3642)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Initial Year (992-6507)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (992-6508)		
Service:	ProSupport for IT: 7x24 Technical Support for certified IT Staff, Initial (984-6640)		
Service:	ProSupport for IT: 7x24 Technical Support for certified IT Staff, 2 Year Extended (984-0002)		
	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport		

Service:	or call 1-866-516-31 (989-3449)
Installation:	Standard On-Site Installation Declined (900-9987)
Installation:	Standard On-Site Installation Declined (900-9987)
Misc:	Shipping Material for System Cypher Small Form Factor,Dell OptiPlex (330-2193)
	Vista Premium Downgrade Relationship Desktop (310-9161)
	CFI Routing SKU (365-0257)
	CFI,Rollup,Integration Service,Image Load (366-1416)
	CFI,Rollup,Custom Project,Fee for ESLH (366-1551)
	CFI,Rollup,Integration Services,BIOS Setting (366-1556)
	CFI,Information,Vista To WXP ONLY,Factory Install (372-6272)
	CFI,Software,Image,Quick Image,Titan,Factory Install (372-9740)
	CFI,BIOS,Across Line Of Business,Wakeup-on-lan, Enable,Factory Install (374-4568)
	CFI,Information,Optiplex 760 Only,Factory Install (374-8402)

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
Office 2007 Sngl C 021-07777 (A0748570)	1	\$259.68	\$259.68
Windows Server CAL 2008 Sngl MVL Device CAL C R18-02830 (A1511502)	1	\$20.40	\$20.40
Number of S & A Items: 2		S&A Total Amount: \$280.08	

SALES REP:	PHIL CLINTON	PHONE:	1800-274-3355
Email Address:	Phil_Clinton@Dell.com	Phone Ext:	723-3128

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-230-4217. You may also place your order online at www.dell.com/qto

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

Prices and tax rates are valid in the U.S. only and are subject to change.

****Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. ****

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More info: or refer to URL www.dell.com/environmentalfee

Criterion 1120.310 Financial Viability

Financial Viability Waiver

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

2010 Financial Statements for Fresenius Medical Care Holdings, Inc. were submitted previously to the Board with #11-022, Fresenius Medical Care Lockport and are the same financials that pertain to this application. In order to reduce bulk these financials can be referred to if necessary.



Fresenius Medical Care

To: Illinois CON

August 31, 2011

Fresenius Medical Care Holdings, Inc (the Company or FMCH) summary of discussion points with Illinois CON for the meeting in early August, 2011. We discussed several points related to the rating and credit quality of the Company as follows:

1. Most ratings of the Company are higher than the ratings for our Senior Notes. Our Senior Secured ratings are investment grade and our Accounts Receivable Commercial Paper Facility is structured to a AA rating. See ratings summary below:

	Standard & Poor's	Moody's	Fitch
Corporate Credit Rating	BB	Ba1	BB+
Outlook	Positive	stable	stable
Secured Debt	BBB-	Baa3	BBB
Unsecured Debt	BB	Ba2	BB+

2. The market's evaluation of the Company's bonds is far more positive than the rating agencies assessment would indicate. The Company's yields trade in line with BBB investment grade rated companies and much lower than the index for BB rated companies. That chart was on Page 7 of our presentation.
3. Moody's has published its standards for investment grade ratings. Of the six criteria, the Company meets or exceeds four of the criteria.
4. The company has substantial liquidity (over a billion \$'s) to meet all of its obligations in Illinois and elsewhere.

Additionally, in the discussion following our presentation, the topic of the company's size was brought up as a negative. We did not have the opportunity to address that issue during the meeting, so we will address it here. During the credit crisis, many of the physician practices and related health care businesses in our industry (and others) had difficulty growing and raising capital. The financial markets were closed to many health care businesses, both for profit and not for profit. However, due to our size and strength of our credit, the banking and capital markets were still open to us, allowing us to continue to grow to meet the needs of end stage renal disease patients in our clinic setting and to invest in the pharmaceutical and medical equipment industries necessary to serve this patient population. We have been a strong and committed business in Illinois, willing to continue to invest capital, provide access to care, add jobs and grow in the State.

Mark Fawcett
 Vice President, Treasurer
 Fresenius Medical Care NA

Fresenius Medical Care North America

Corporate Headquarters: 920 Winter St Waltham, MA 02451 (781) 699-2668

Criterion 1120.310 (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		\$142.00			8,500			\$1,207,000	\$1,207,000
Contingency		15.61			8,500			132,685	132,685
TOTALS		157.61			8,500			1,339,685	1,339,685

* Include the percentage (%) of space for circulation

Criterion 1120.310 (d) – Projected Operating Costs

Year 2014

Salaries	\$555,981
Benefits	138,995
Supplies	<u>198,160</u>
Total	\$893,136

Annual Treatments 8,986

Cost Per Treatment \$99.39

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

Year 2014

Depreciation/Amortization	\$139,162
Interest	<u>0</u>
CAPITAL COSTS	\$139,162

Treatments: 8,986

Capital Cost per treatment \$15.49

Criterion 1120.310(a) Reasonableness of Financing Arrangements

Fresenius Medical Care Plainfield North, LLC

The applicant is paying for the project with cash on hand, and not borrowing any funds for the project. However, per the Board's rules the entering of a lease is treated as borrowing. As such, we are attesting that the entering into of a lease (borrowing) is less costly than the liquidation of existing investments which would be required for the applicant to buy the property and build a structure itself to house a dialysis clinic. Further, should the applicant be required to pay off the lease in full, its existing investments and capital retained could be converted to cash or used to retire the outstanding lease obligations within a sixty (60) day period.

By: *B. Mello*
Title: **Bryan Mello**
Assistant Treasurer

By: *M. Fawcett*
Title: **Mark Fawcett**
Vice President & Treasurer

Notarization:
Subscribed and sworn to before me
this 24 day of April, 2012

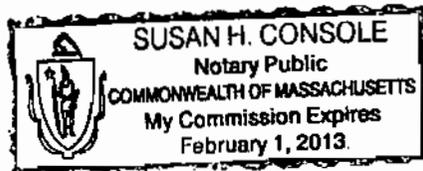
Notarization:
Subscribed and sworn to before me
this 24 day of April, 2012

Susan H. Console
Signature of Notary

Susan H. Console
Signature of Notary

Seal

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Criterion 1120.310(a) Reasonableness of Financing Arrangements

Fresenius Medical Care Holdings, Inc.

The applicant is paying for the project with cash on hand, and not borrowing any funds for the project. However, per the Board's rules the entering of a lease is treated as borrowing. As such, we are attesting that the entering into of a lease (borrowing) is less costly than the liquidation of existing investments which would be required for the applicant to buy the property and build a structure itself to house a dialysis clinic. Further, should the applicant be required to pay off the lease in full, its existing investments and capital retained could be converted to cash or used to retire the outstanding lease obligations within a sixty (60) day period.

By: [Signature]

ITS: Mark Fawcett
Vice President & Asst. Treasurer

By: [Signature]

ITS: Bryan Mello
Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this _____ day of _____, 2011

C. Wynelle Scenna
Signature of Notary

Seal



Notarization:
Subscribed and sworn to before me
this 3 day of April, 2011

[Signature]
Signature of Notary

Seal

Criterion 1120.310(b) Conditions of Debt Financing

Fresenius Medical Care Plainfield North, LLC

In accordance with 77 ILL. ADM Code 1120, Subpart D, Section 1120.310, of the Illinois Health Facilities Planning Board Application for Certificate of Need; I do hereby attest to the fact that:

There is no debt financing. The project will be funded with cash and leasing arrangements; and

The expenses incurred with leasing the proposed facility and cost of leasing the equipment is less costly than constructing a new facility or purchasing new equipment.

By: *B. Mello*
Bryan Mello
ITS: Assistant Treasurer

By: *M. Fawcett*
Mark Fawcett
ITS: Vice President & Treasurer

Notarization:
Subscribed and sworn to before me
this 24 day of April, 2012

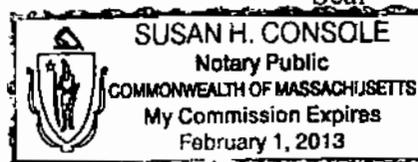
Notarization:
Subscribed and sworn to before me
this 24 day of April, 2012

Susan H. Console
Signature of Notary

Susan H. Console
Signature of Notary

Seal

Seal



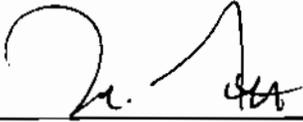
Criterion 1120.310(b) Conditions of Debt Financing

Fresenius Medical Care Holdings, Inc.

In accordance with 77 ILL. ADM Code 1120, Subpart D, Section 1120.310, of the Illinois Health Facilities & Services Review Board Application for Certificate of Need; I do hereby attest to the fact that:

There is no debt financing. The project will be funded with cash and leasing arrangements; and

The expenses incurred with leasing the proposed facility and cost of leasing the equipment is less costly than constructing a new facility or purchasing new equipment.

By: 
ITS: Mark Fawcett
Vice President & Asst. Treasurer

By: 
ITS: Bryan Mello
Assistant Treasurer

Notarization:
Subscribed and sworn to before me
this _____ day of _____, 2012

Notarization:
Subscribed and sworn to before me
this 3 day of April, 2012


Signature of Notary

Signature of Notary

Seal



Seal

Safety Net Impact Statement

The establishment of the Fresenius Medical Care Plainfield North dialysis facility will not have any impact on safety net services in the Plainfield area. Outpatient dialysis services are not typically considered "safety net" services, to the best of our knowledge. However, we do provide care for patients in the community who are economically challenged and/or who are undocumented aliens, who do not qualify for Medicare/Medicaid. We assist patients who do not have insurance in enrolling when possible in Medicaid and/or Medicaid as applicable, and also our social services department assists patients who have issues regarding transportation and/or who are wheel chair bound or have other disabilities which require assistance with respect to dialysis services and transport to and from the unit.

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

Fresenius Medical Care is a for-profit publicly traded company and is not required to provide charity care, nor does it do so according to the Board's definition. However, Fresenius Medical Care provides care to all patients regardless of their ability to pay. There are patients treated by Fresenius who either do not qualify for or will not seek any type of coverage for dialysis services. These patients are considered "self-pay" patients. These patients are invoiced as all patients are invoiced, however payment is not expected and Fresenius does not initiate any collections activity on these accounts. These unpaid invoices are written off as bad debt. Fresenius notes that as a for profit entity, it does pay sales, real estate and income taxes. It also does provide community benefit by supporting various medical education activities and associations, such as the Renal Network and National Kidney Foundation.

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

SAFETY NET INFORMATION			
CHARITY CARE (Uncompensated Care)			
	2008	2009	2010
Charity (# Uncomp patients)	282	243	143
Charity (# Uncomp treatments)	14,557	15,457	7,047
Charity (Uncomp) Cost	3,402,665	3,489,213	1,307,433
MEDICAID			
	2008	2009	2010
Medicaid (Patients)	1,561	1,723	1,809
Medicaid (Treatments)	122,615	132,658	154,591
Medicaid (Revenue)	36,159,588	39,748,886	43,795,183

There is no other information directly relevant to safety net services.

(See attachment 44 for Uncompensated and Medicaid Care by facility)

Uncompensated care #'s listed in the previous chart have gone down substantially over the past three years. This is due to an aggressive effort on our clinics part to obtain coverage for every patient. All ESRD patients can qualify for some type of coverage as is explained in Attachment 44.

While it may appear that the uncompensated numbers went down at a much higher rate than the rate the Medicaid numbers rose, one has to look at the percentage of the total number of patients/treatments for accurate comparison because the volume of Medicaid patients is significantly higher than that of uncompensated patients. For example in 2010 vs 2009 the percentage of the total for Medicaid was 13.4% and 12.0% respectively. In the same comparison for uncompensated care there was 1.2% vs .4% of the total. The Medicaid numbers increased 1.4% and the uncompensated care numbers decreased .8% as they relate to the total.

Charity Care Information

The applicant(s) do not provide charity care at any of their facilities per the Board's definition. They do provide uncompensated care. The applicant(s) are for profit corporations and do not receive the benefits of not for profit entities, such as sales tax and/or real estate exemptions, or charitable donations. The applicants are not required, by any State or Federal law, including the Illinois Healthcare Facilities Planning Act, to provide charity care. The applicant(s) are prohibited by Federal law from advising patients that they will not be invoiced for care, as this type of representation could be an inducement for patients to seek care prior to qualifying for Medicaid, Medicare or other available benefits.

The applicants do provide access to care at all of its clinics regardless of payer source or whether a patient is likely to receive treatments for which the applicants are not compensated. Uncompensated care occurs when a patient is not eligible for any type of insurance coverage (whether private or governmental) and receives treatment at our facilities. It is rare in Illinois for patients to have no coverage as patients who are not Medicare eligible are Medicaid eligible. This represents a small number of patients, as Medicare covers all dialysis services as long as an individual is entitled to receive Medicare benefits (i.e. has worked and paid into the social security system as a result) regardless of age. In addition, in Illinois Medicaid covers patients who are undocumented and/or who do not qualify for Medicare, and who otherwise qualify for public assistance. Also, the American Kidney Fund provides low cost insurance coverage for patients who meet the AKF's financial parameters and who suffer from end stage renal disease (see uncompensated care attachment). The applicants work with patients to procure coverage for them as possible whether it be Medicaid, Medicare and/or coverage through the AKF. The applicants donate to the AKF to support its initiatives.

If a patient has no available insurance coverage, they are billed for services rendered, and after three statement reminders the charges are written off as bad debt. Collection actions are not initiated unless the applicants are aware that the patient has substantial financial resources available and/or the patient has received reimbursement from an insurer for services we have rendered, and has not submitted the payment for same to the applicants

Uncompensated Care By Facility

Facility	Uncompensated Treatments			Uncompensated Costs		
	2008	2009	2010	2008	2009	2010
Fresenius Alsip	33	0	0	9,960	0	0
Fresenius Antioch	73	102	0	21,689	28,682	0
Fresenius Aurora	314	83	87	67,864	18,818	21,087
Fresenius Austin Community	26	140	0	8,284	40,504	0
Fresenius Berwyn	713	715	228	199,885	163,817	52,363
Fresenius Blue Island	77	174	80	21,901	49,341	22,611
Fresenius Bolingbrook	143	48	21	31,451	12,317	5,081
Fresenius Bridgeport	395	528	45	99,428	118,493	10,991
Fresenius Burbank	248	721	49	63,286	185,201	12,597
Fresenius Carbondale	10	79	42	2,500	20,723	11,262
Fresenius Chicago	243	328	45	66,732	89,972	14,202
Fresenius Chicago Westside	162	146	0	77,512	46,548	0
Fresenius Congress Parkway	237	176	14	63,900	46,511	3,760
Fresenius Crestwood	219	67	320	59,373	17,034	84,179
Fresenius Decatur	0	0	0	0	0	0
Fresenius Deerfield	N/A	N/A	0	N/A	N/A	0
Fresenius Downers Grove	137	20	233	31,380	4,878	56,124
Fresenius Du Page West	196	76	34	43,409	18,336	9,290
Fresenius Du Quoin	0	37	10	0	10,433	2,756
Fresenius East Peoria	217	52	0	55,285	12,238	0
Fresenius Elk Grove	343	127	53	75,105	29,711	12,642
Fresenius Evanston	214	194	215	58,821	49,319	63,059
Fresenius Evergreen Park	93	510	197	23,541	140,975	52,782
Fresenius Garfield	311	177	54	97,761	45,903	14,915
Fresenius Glendale Heights	365	159	15	81,125	35,089	3,681
Fresenius Glenview	83	87	46	18,692	19,974	10,095
Fresenius Greenwood	190	251	179	46,374	62,205	42,481
Fresenius Gurnee	285	122	35	67,702	29,403	8,329
Fresenius Hazel Crest	199	34	22	53,440	9,226	6,303
Fresenius Hoffman Estates	87	33	17	19,789	7,418	4,037
Fresenius Jackson Park	454	528	3	115,160	125,578	681
Fresenius Kewanee	0	0	72	0	0	20,619
Fresenius Lake Bluff	212	65	5	54,948	17,317	1,112
Fresenius Lakeview	207	27	13	61,074	7,377	3,217
Fresenius Macomb	0	0	0	0	0	0
Fresenius Marquette Park	148	362	0	39,118	100,681	0
Fresenius McHenry	89	186	5	26,941	57,292	1,332
Fresenius McLean County	115	67	19	31,715	17,291	4,152
Fresenius Melrose Park	0	19	0	0	5,156	0
Fresenius Merrionette Park	0	105	41	0	28,882	9,936
Fresenius Midway	N/A	N/A	0	N/A	N/A	0
Fresenius Mokena	1	44	3	544	16,250	1,012
Fresenius Morris	0	42	104	0	11,267	29,076
Fresenius Naperville	199	301	100	41,182	67,077	22,565
Fresenius Naperville North	57	183	0	18,437	48,627	0
Fresenius Niles	213	152	26	55,817	37,442	6,096

Continued...

Continued Uncompensated Care by Facility

Facility	Uncompensated Treatments			Uncompensated Costs		
	2008	2009	2010	2008	2009	2010
Fresenius Norridge	13	6	3	3,002	1,506	747
Fresenius North Avenue	0	94	74	0	23,669	18,189
Fresenius North Kilpatrick	48	0	64	11,290	0	14,200
Fresenius Northcenter	118	121	78	30,407	34,727	22,117
Fresenius Northwestern	334	226	77	89,528	58,416	21,695
Fresenius Oak Park	165	126	6	40,346	32,752	1,487
Fresenius Orland Park	188	121	0	43,222	30,148	0
Fresenius Oswego	89	12	1	25,307	3,389	305
Fresenius Ottawa	117	8	2	32,866	2,357	454
Fresenius Pekin	0	0	20	0	0	4,721
Fresenius Peoria Downtown	57	46	45	13,799	10,980	11,301
Fresenius Peoria North	115	54	13	27,782	13,179	3,245
Fresenius Plainfield	N/A	N/A	8	N/A	N/A	6,165
Fresenius Polk	212	231	104	51,467	60,738	26,376
Fresenius Pontiac	40	19	0	9,732	4,801	0
Fresenius Prairie	83	114	54	25,383	32,357	15,634
Fresenius Randolph County	0	4	32	0	1,219	8,913
Fresenius Rockford	70	74	24	18,003	24,267	6,946
Fresenius Rodgers Park	143	328	224	44,464	85,647	60,351
Fresenius Rolling Meadows	228	0	204	55,625	0	53,516
Fresenius Roseland	132	164	99	108,043	61,632	31,345
Fresenius Ross Dialysis Englewood	150	184	8	55,077	56,239	2,132
Fresenius Round Lake	225	182	1	57,640	44,165	255
Fresenius Saline County	13	21	11	3,645	5,583	2,952
Fresenius Sandwich	N/A	18	3	N/A	8,161	985
Fresenius Skokie	0	18	10	0	4,508	2,698
Fresenius South Chicago	424	747	278	115,038	205,498	70,577
Fresenius South Holland	90	127	104	22,191	31,917	26,731
Fresenius South Shore	75	110	8	20,591	30,066	2,086
Fresenius South Suburban	329	566	241	92,140	148,380	64,049
Fresenius Southside	734	483	137	209,871	129,554	34,459
Fresenius Southwestern Illinois	1	0	0	242	0	0
Fresenius Spoon River	66	38	35	14,971	9,033	8,835
Fresenius Spring Valley	1	1	31	236	233	6,422
Fresenius Streator	0	0	0	0	0	0
Fresenius Uptown	50	134	110	35,291	44,148	33,311
Fresenius Villa Park	128	369	27	35,003	95,048	7,258
Fresenius West Belmont	105	191	70	26,984	51,980	18,896
Fresenius West Chicago	0	44	0	0	24,152	0
Fresenius West Metro	241	880	237	54,133	187,505	49,677
Fresenius West Suburban	144	273	146	34,283	65,129	34,504
Fresenius Westchester	207	0	0	56,641	0	0
Fresenius Williamson County	8	0	28	1,812	0	7,468
Fresenius Willowbrook	98	45	0	23,477	10,815	0
Totals	14,557	15,457	7,047	3,402,665	3,489,213	1,307,433

Medicaid Treatments/Costs By Facility

Facility Name	IL Medicaid Txts			IL Medicaid Costs		
	2008	2009	2010	2008	2009	2010
Fresenius Alsip	726	624	749	219,121	188,700	218,389
Fresenius Antioch	38	148	937	11,398	41,617	257,229
Fresenius Aurora	954	1,230	1,521	206,456	277,862	367,439
Fresenius Austin Community	1,050	1,574	2,111	334,543	455,377	548,468
Fresenius Berwyn	3,466	3,618	4,102	971,639	828,527	941,816
Fresenius Blue Island	1,816	1,901	1,937	516,518	538,138	550,355
Fresenius Bolingbrook	1,481	1,246	1,628	325,729	319,725	393,058
Fresenius Bridgeport	3,928	4,570	5,610	988,745	1,025,015	1,377,275
Fresenius Burbank	2,314	2,142	2,046	590,498	550,210	531,285
Fresenius Carbondale	1,119	1,214	1,650	279,802	318,454	442,445
Fresenius Chicago Dialysis Center	5,862	5,466	5,279	1,609,814	1,499,358	1,666,001
Fresenius Chicago Westside	2,396	3,509	3,807	1,146,416	1,118,745	1,169,530
Fresenius Congress Parkway	3,663	3,685	4,197	987,611	973,822	1,127,227
Fresenius Crestwood	1,045	1,166	1,072	283,308	296,443	282,439
Fresenius Decatur	33	1	136	8,220	226	36,359
Fresenius Deerfield	0	0	100	0	0	67,104
Fresenius Downers Grove	771	1,010	995	176,600	246,416	239,552
Fresenius DuQuoin	302	318	203	78,555	89,666	55,954
Fresenius DuPage West	1,529	2,086	2,725	338,547	502,413	739,997
Fresenius East Peoria	672	607	1,083	171,254	142,462	258,654
Fresenius Elk Grove	950	1,414	1,996	208,018	330,794	480,506
Fresenius Evanston	1,025	1,513	1,535	281,738	384,635	450,064
Fresenius Evergreen Park	3,484	2,284	3,231	881,879	631,675	863,821
Fresenius Macomb	12	212	116	4,123	57,485	36,414
Fresenius Garfield	2,365	2,684	3,299	743,422	696,063	910,918
Fresenius Glendale Heights	1,896	2,085	2,332	421,403	460,132	572,130
Fresenius Glenview	1,091	984	992	245,700	225,914	219,975
Fresenius Morris	30	119	200	8,814	31,923	55,776
Fresenius Greenwood	3,055	3,349	3,712	746,786	830,023	880,965
Fresenius Gurnee	1,614	1,859	2,143	383,406	448,037	517,361
Fresenius Hazel Crest	878	979	657	235,780	265,643	192,621
Fresenius Hoffman Estates	1,406	1,726	2,513	319,804	387,981	596,772
Fresenius Jackson Park	5,402	5,444	5,972	1,370,257	1,294,789	1,626,081
Fresenius Kewanee	81	182	146	27,752	51,043	41,812
Fresenius Lake Bluff	1,002	1,541	1,354	259,707	410,556	334,530
Fresenius Lakeview	1,144	1,398	1,516	337,530	381,943	375,228
Fresenius Marquette Park	2,447	2,339	2,473	646,774	650,535	722,642
Fresenius McLean County	1,147	1,225	1,044	316,325	316,139	228,138
Fresenius McHenry	57	457	546	17,254	140,859	161,482
Fresenius Melrose Park	884	1,015	1,390	243,039	275,447	360,787
Fresenius Merrionette Park	407	1,001	749	114,511	275,340	183,623
Fresenius Midway	0	0	28	0	0	35,987
Fresenius Mokena	0	0	125	0	0	42,159
Fresenius Naperville	318	512	544	65,867	114,163	123,223
Fresenius Naperville North	236	494	654	76,334	131,265	159,418
Fresenius Niles	1,637	1,675	1,914	427,287	412,508	457,523

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Continued Medicaid Treatments/Costs By Facility

Facility Name	IL Medicaid Txts			IL Medicaid Costs		
	2008	2009	2010	2008	2009	2010
Fresenius Norridge	391	858	1,037	90,276	215,349	257,928
Fresenius North Avenue	1,663	1,818	1,854	399,039	457,777	455,682
Fresenius North Kilpatrick	1,969	2,323	2,504	463,144	537,567	555,449
Fresenius Northcenter	1,236	1,603	1,981	318,505	460,061	565,347
Fresenius Northwestern	3,102	3,103	2,954	830,405	802,076	835,999
Fresenius Oak Park	2,395	1,972	2,142	586,131	512,596	530,585
Fresenius Orland Park	553	734	774	127,136	182,882	213,816
Fresenius Oswego	390	454	482	110,896	128,215	147,203
Fresenius Ottawa	187	141	70	52,529	41,542	21,192
Fresenius Pekin	83	24	136	19,043	5,483	32,924
Fresenius Peoria Downtown	1,297	1,238	1,283	313,988	295,509	325,686
Fresenius Peoria North	511	374	265	123,449	90,842	66,112
Fresenius Plainfield	0	0	390	0	0	128,173
Fresenius Polk	3,502	3,151	3,509	850,172	829,908	891,647
Fresenius Pontiac	157	185	284	38,199	46,749	69,911
Fresenius Prairie	1,513	1,067	1,108	462,703	302,851	323,637
Fresenius Randolph County	188	190	251	59,360	57,884	69,909
Fresenius Rockford	255	540	747	65,584	178,073	216,191
Fresenius Rogers Park	1,705	1,433	1,756	530,142	374,183	473,109
Fresenius Rolling Meadows	1,032	1,543	2,100	251,777	368,801	550,765
Fresenius Roseland	114	641	1,506	93,309	240,891	476,665
Fresenius Ross Dialysis-Englewood	715	814	1,936	262,534	248,798	515,780
Fresenius Roundlake	1,690	1,909	2,661	432,943	463,250	679,000
Fresenius Saline County	485	676	441	136,002	179,725	123,927
Fresenius Sandwich	0	60	145	0	33,384	47,603
Fresenius Skokie	648	850	1,096	178,781	212,937	295,651
Fresenius South Chicago	3,511	3,995	5,002	952,588	1,099,016	1,269,883
Fresenius South Holland	1,318	1,304	1,603	324,973	327,718	412,017
Fresenius South Shore	2,548	2,143	1,900	699,533	585,749	528,209
Fresenius South Suburban	1,317	1,392	1,804	368,844	364,920	479,436
Fresenius Southside	5,108	5,249	6,248	1,460,523	1,407,923	1,577,162
Fresenius Southwestern Illinois	160	296	428	38,702	75,763	115,684
Fresenius Spoon River	0	11	30	0	2,615	7,573
Fresenius Spring Valley	0	39	267	0	9,087	56,218
Fresenius Streator	0	7	34	0	2,757	11,288
Fresenius Uptown	0	701	1,037	0	230,951	315,316
Fresenius Villa Park	970	922	1,037	265,255	237,306	278,881
Fresenius West Belmont	2,240	2,495	3,388	575,654	679,000	921,006
Fresenius West Chicago	0	8	429	0	4,391	151,682
Fresenius West Metro	6,169	6,331	7,147	1,383,891	1,348,204	1,497,052
Fresenius West Suburban	6,355	5,951	5,841	1,512,980	1,419,713	1,385,026
Fresenius Westchester	504	669	429	137,909	171,821	118,436
Fresenius Williamson County	442	363	435	100,123	89,706	118,125
Fresenius Willowbrook	459	474	1,065	109,960	113,915	256,960
Totals	122,615	132,658	154,591	32,355,267	34,055,958	40,270,371

It is noted in the above charts, that the number of patients receiving uncompensated care has declined. This is not because of any policy or admissions changes at Fresenius Medical Care. We still accept any patient regardless of ability to pay. The reduction is due to an aggressive approach within our facilities to obtain insurance coverage for all patients, thus the rise in Medicaid treatments/costs. Nearly all dialysis patients in Illinois will qualify for some type of coverage. Our Financial Coordinators work with patients to assist in finding the right coverage for each patient's particular situation. This coverage applies not only to dialysis services, but all health care services this chronically ill patient population may receive. Therefore, while assisting the patient to obtain coverage benefits the patient and Fresenius, it also assists other health care providers. Mainly though, it relieves patients of the stress of not having coverage or affordable coverage for health care. (see following page for patient coverage options)

Fresenius Medical Care North America Community Care

Fresenius Medical Care North America (FMCNA) assists all of our patients in securing and maintaining insurance coverage when possible. However, even if for whatever reason insurance (governmental or otherwise) is not available FMCNA does not deny admission for treatment due to lack of insurance coverage.

American Kidney Fund

FMCNA works with the American Kidney Fund (AKF) to help patients with insurance premiums at no cost to the patient.

Applicants must be dialyzed in the US or its territories and referred to AKF by a renal professional and/or nephrologist. The Health Insurance Premium Program is a "last resort" program. It is restricted to patients who have no means of paying health insurance premiums and who would forego coverage without the benefit of HIPP. Alternative programs that pay for primary or secondary health coverage, and for which the patient is eligible, such as Medicaid, state renal programs, etc. must be utilized. Applicants must demonstrate to the AKF that they cannot afford health coverage and related expenses (deductible etc.).

Our team of Financial Coordinators and Social Workers connect patients who cannot afford to pay their insurance premiums, with AKF, which provides financial assistance to the patients for this purpose. FMCNA's North Division currently has 2986 patients with primary insurance coverage and 7469 patients with secondary insurance coverage for a total of 10,455 patients receiving AKF assistance. For the state of Illinois we have 632 primary and 1503 secondary patients receiving AKF assistance. The benefit of working with the AKF is the insurance coverage which AKF facilities applies to all of the patient's insurance needs, not just coverage for dialysis services.

Indigent Waiver Program

FMCNA has established an indigent waiver program to assist patients who are unable to obtain insurance coverage or who lack the financial resources to pay for medical services. In order to qualify for an indigent waiver, a patient must satisfy eligibility criteria for both annual income and net worth.

Annual Income: A patient (including immediate family members who reside with, or are legally responsible for, the patient) may not have an annual income in excess of two (2) times the Federal Poverty Standard in effect at the time. Patients whose annual income is greater than two (2) times the Federal Poverty Standard may qualify for a partial indigent waiver based upon a sliding scale schedule approved by the Office of Business Practices and Corporate Compliance.

Net Worth: A patient (including immediate family members who reside with, or are legally responsible for, the patient) may not have a net worth in excess of \$75,000 (or such other amount as may be established by the Office of Business Practices and Corporate Compliance based on changes in the Consumer Price Index

The Company recognizes the financial burdens associated with ESRD and wishes to ensure that patients are not denied access to medically necessary care for financial reasons. At the same time, the Company also recognizes the limitations imposed by federal law on offering “free” or “discounted” medical items or services to Medicare and other government supported patients for the purpose of inducing such patients to receive ESRD-related items and services from FMCNA. An indigent waiver excuses a patient’s obligation to pay for items and services furnished by FMCNA. Patients may have dual coverage of AKF assistance and an Indigent Waiver if their financial status qualifies them for both programs.

FMCNA North Division currently has 718 active Indigent Waivers. 21 cover primary balances which means the patient has no insurance coverage, and 697 cover patient balances where there is no supplemental insurance.

Illinois currently has 5 active Indigent Waivers that cover the supplemental balances after the primary insurance pays. There isn’t a high volume of Indigent Waivers issued in Illinois because patients are entitled to Medicaid coverage in Illinois.

IL Medicaid and Undocumented patients

FMCNA has a bi-lingual Regional Insurance Coordinator who works directly with Illinois Medicaid to assist patients with Medicaid applications. An immigrant who is unable to produce proper documentation will not be eligible for Medicaid unless there is a medical emergency. ESRD is considered a medical emergency.

The Regional Insurance Coordinator will petition Medicaid if patients are denied and assist undocumented patients through the application process to get them Illinois Medicaid coverage. This role is actively involved with the Medicaid offices and attends appeals to help patients secure and maintain their Medicaid coverage for all of their healthcare needs, including transportation to their appointments.

FMCNA Collection policy

FMCNA’s collection policy is designed to comply with federal law while not penalizing patients who are unable to pay for services.

FMCNA does not use a collection agency for patient collections unless the patient receives direct insurance payment and does not forward the payment to FMCNA.

Medicare and Medicaid Eligibility

Medicare: Patients are eligible for Medicare when they meet the following criteria: age 65 or older, under age 65 with certain disabilities, and people of all ages with End-Stage Renal Disease (permanent kidney failure requiring dialysis or a kidney transplant).

There are three insurance programs offered by Medicare, Part A for hospital coverage, Part B for medical coverage and Part D for pharmacy coverage. Most people don't have to pay a monthly premium, for Part A. This is because they or a spouse paid Medicare taxes while working. If a beneficiary doesn't get premium-free Part A, they may be able to buy it if they (or their spouse) aren't entitled to Social Security, because they didn't work or didn't pay enough Medicare taxes while working, are age 65 or older, or are disabled but no longer get free Part A because they returned to work. Part B and Part D both have monthly premiums. Patients must have Part B coverage for dialysis services.

Medicare does allow members to enroll in Health Plans for supplemental coverage. Supplemental coverage (secondary) is any policy that pays balances after the primary pays reducing any out of pocket expenses incurred by the member.

Medicare will pay 80% of what is allowed by a set fee schedule. The patient would be responsible for the remaining 20% not paid by Medicare. The supplemental (secondary) policy covers the cost of co-pays, deductibles and the remaining 20% of charges.

Medicaid: Low-income Illinois residents who can't afford health insurance may be eligible for Medicaid. In addition to meeting federal guidelines, individuals must also meet the state criteria to qualify for Medicaid coverage in Illinois.

Self-Pay

A self-pay patient would not have any type of insurance coverage (un-insured). They may be un-insured because they do not meet the eligibility requirements for Medicare or Medicaid and can not afford a commercial insurance policy.

In addition, a patient balance becomes self-pay after their primary insurance pays, but the patient does not have a supplemental insurance policy to cover the remaining balance. The AKF assistance referenced earlier may or may not be available to these patients, dependent on whether or not they meet AKF eligibility requirements.



Trip to 2320 Michas Dr
Plainfield, IL 60586-5045
4.97 miles - about 9 minutes

Notes

TO FRESENIUS MEDICAL CARE PLAINFIELD



24020 W Riverwalk Ct, Plainfield, IL 60544-7103

- 
1. Start out going **east** on **W Riverwalk Ct** toward **S Route 59 / US-30 E / IL-59 S.** go 0.0 mi
- 

2. Turn **right** onto **S Route 59 / US-30 E / IL-59 S.**
Continue to follow **IL-59 S.** go 3.8 mi
- 
3. Turn **right** onto **W Caton Farm Rd.** go 1.1 mi
- 
4. Turn **left** onto **Michas Dr.** go 0.0 mi
- 
5. **2320 MICHAS DR** is on the **left.** go 0.0 mi



2320 Michas Dr, Plainfield, IL 60586-5045
Total Travel Estimate : 4.97 miles - about 9 minutes

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Trip to 1051 Essington Rd
Joliet, IL 60435-2801
6.91 miles - about 15 minutes

Notes

TO SILVER CROSS RENAL WEST



24020 W Riverwalk Ct, Plainfield, IL 60544-7103

- 
1. Start out going east on W Riverwalk Ct toward S Route 59 / US-30 E / IL-59 S.
go 0.1 mi
- 

2. Turn right onto S Route 59 / US-30 E / IL-59 S.
go 1.0 mi
- 

3. Turn slight left onto S Joliet Rd / W Lincoln Hwy / US-30. Continue to follow US-30 E.
go 3.3 mi
- 
4. Turn right onto Hennepin Dr.
go 0.4 mi
- 
5. Turn left onto Essington Rd.
go 2.2 mi
- 
6. 1051 ESSINGTON RD is on the right.
go 0.0 mi



1051 Essington Rd, Joliet, IL 60435-2801

Total Travel Estimate : 6.91 miles - about 15 minutes

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MAPQUEST.

Trip to 396 Remington Blvd
Bolingbrook, IL 60440-4302
10.27 miles - about 15 minutes

Notes

TO USR BOLINGBROOK



24020 W Riverwalk Ct, Plainfield, IL 60544-7103

- 
1. Start out going **east** on **W Riverwalk Ct** toward **S Route 59 / US-30 E / IL-59 S.**
go 0.1 mi

- 

2. Turn **right** onto **S Route 59 / US-30 E / IL-59 S.**
go 0.5 mi

- 

3. Turn **left** onto **W Main St / IL-126.**
go 2.4 mi

- 

4. Merge onto **I-55 N.**
go 6.0 mi

- 
5. Take the **IL-53** exit, **EXIT 267**, toward **Bolingbrook / Romeoville.**
go 0.2 mi

- 
6. Keep **left** to take the ramp toward **Bolingbrook.**
go 0.0 mi

- 

7. Turn **left** onto **IL-53 N / S Bolingbrook Dr.**
go 0.2 mi

- 
8. Turn **left** onto **Remington Blvd.**
go 0.9 mi

- 
9. **396 REMINGTON BLVD** is on the left.
go 0.0 mi



396 Remington Blvd, Bolingbrook, IL 60440-4302

Total Travel Estimate : 10.27 miles - about 15 minutes

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Trip to 329 Remington Blvd
Bolingbrook, IL 60440-5827
9.99 miles - about 15 minutes

Notes

TO FRESINIUS MEDICAL CARE
BOLINGBROOK



24020 W Riverwalk Ct, Plainfield, IL 60544-7103

-  1. Start out going east on W Riverwalk Ct toward S Route 59 / US-30 E / IL-59 S. go 0.0 mi

-   2. Turn right onto S Route 59 / US-30 E / IL-59 S. go 0.5 mi

-   3. Turn left onto W Main St / IL-126. go 2.4 mi

-   4. Merge onto I-55 N. go 6.0 mi

-  5. Take the IL-53 exit, EXIT 267, toward Bolingbrook / Romeoville. go 0.2 mi

-  6. Keep left to take the ramp toward Bolingbrook. go 0.0 mi

-   7. Turn left onto IL-53 N / S Bolingbrook Dr. go 0.2 mi

-  8. Turn left onto Remington Blvd. go 0.6 mi

-  9. Make a U-turn onto Remington Blvd. go 0.0 mi

-  10. 329 REMINGTON BLVD is on the right. go 0.0 mi



329 Remington Blvd, Bolingbrook, IL 60440-5827

Total Travel Estimate : 9.99 miles - about 15 minutes

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MAPQUEST.

Trip to 1300 Waterford Dr
Aurora, IL 60504-5502
10.28 miles - about 16 minutes

Notes

TO FOX VALLEY DIALYSIS



24020 W Riverwalk Ct, Plainfield, IL 60544-7103

- | | | |
|--|--|-----------|
| | 1. Start out going east on W Riverwalk Ct toward S Route 59 / US-30 E / IL-59 S. | go 0.1 mi |
| | 2. Turn left onto S Route 59 / US-30 W / IL-59 N. | go 0.3 mi |
| | 3. Turn left onto US-30 / W 143rd St. | go 1.0 mi |
| | 4. Turn right onto US-30. | go 7.5 mi |
| | 5. Turn right onto US-34 E / Ogden Ave. | go 1.2 mi |
| | 6. Turn left onto Ridge Ave. | go 0.0 mi |
| | 7. Ridge Ave becomes Waterford Dr. | go 0.1 mi |
| | 8. 1300 WATERFORD DR is on the right. | go 0.0 mi |



1300 Waterford Dr, Aurora, IL 60504-5502

Total Travel Estimate : 10.28 miles - about 16 minutes

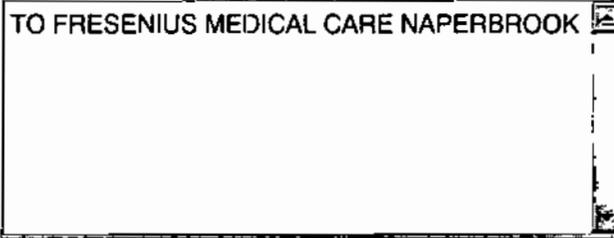
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Trip to 2451 S Washington St
Naperville, IL 60565-5419
9.65 miles - about 16 minutes

Notes



24020 W Riverwalk Ct, Plainfield, IL 60544-7103

- | | | |
|--|--|-----------|
| | 1. Start out going east on W Riverwalk Ct toward S Route 59 / US-30 E / IL-59 S . | go 0.1 mi |
| | 2. Turn left onto S Route 59 / US-30 W / IL-59 N . Continue to follow IL-59 N . | go 1.2 mi |
| | 3. Turn right onto W 135th St . | go 0.9 mi |
| | 4. Turn left onto Naperville Rd / Naperville-Plainfield Rd . Continue to follow Naperville Rd . | go 3.8 mi |
| | 5. Turn right onto W Boughton Rd . | go 2.4 mi |
| | 6. Turn left onto N Weber Rd . | go 0.3 mi |
| | 7. N Weber Rd becomes N Naperville Rd . | go 0.8 mi |
| | 8. Turn left onto S Washington St . | go 0.3 mi |
| | 9. 2451 S WASHINGTON ST is on the left. | go 0.0 mi |



2451 S Washington St, Naperville, IL 60565-5419

Total Travel Estimate : 9.65 miles - about 16 minutes

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MAPQUEST.

Trip to 2121 Oneida St
 Joliet, IL 60435-6544
11.17 miles - about 19 minutes

Notes

TO SUN HEALTH DIALYSIS



24020 W Riverwalk Ct, Plainfield, IL 60544-7103

- | | | |
|--|---|-----------|
| | 1. Start out going east on W Riverwalk Ct toward S Route 59 / US-30 E / IL-59 S. | go 0.1 mi |
| | 2. Turn right onto S Route 59 / US-30 E / IL-59 S. | go 1.0 mi |
| | 3. Turn slight left onto S Joliet Rd / W Lincoln Hwy / US-30. Continue to follow W Lincoln Hwy / US-30 E. | go 2.2 mi |
| | 4. Merge onto I-55 S toward Bloomington. | go 4.4 mi |
| | 5. Take the US-52 exit, EXIT 253, toward Shorewood / Joliet. | go 0.2 mi |
| | 6. Turn left onto W Jefferson St / US-52. | go 3.0 mi |
| | 7. Turn left onto N Hammes Ave. | go 0.2 mi |
| | 8. Turn left onto W Oneida St. | go 0.0 mi |
| | 9. 2121 ONEIDA ST is on the right. | go 0.0 mi |



2121 Oneida St, Joliet, IL 60435-6544

Total Travel Estimate : 11.17 miles - about 19 minutes

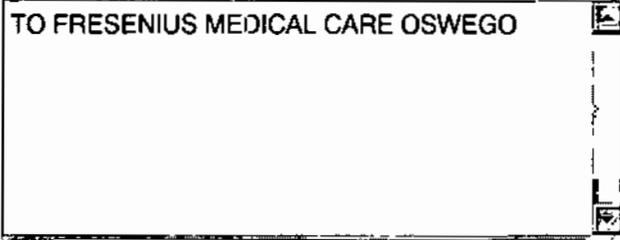
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MAPQUEST.

Trip to 1051 Station Dr
Oswego, IL 60543-5008
13.67 miles - about 22 minutes

Notes



24020 W Riverwalk Ct, Plainfield, IL 60544-7103

- | | | |
|---|--|-----------|
|  | 1. Start out going east on W Riverwalk Ct toward S Route 59 / US-30 E / IL-59 S . | go 0.1 mi |
|   | 2. Turn left onto S Route 59 / US-30 W / IL-59 N . | go 0.3 mi |
|   | 3. Turn left onto US-30 / W 143rd St . | go 1.0 mi |
|   | 4. Turn right onto US-30 . | go 2.1 mi |
|  | 5. Turn left onto W 127th St . | go 2.5 mi |
|  | 6. W 127th St becomes Simons Rd . | go 2.0 mi |
|  | 7. Turn right onto Plainfield Rd . | go 2.5 mi |
|   | 8. Turn left onto IL-71 . | go 1.6 mi |
|  | 9. Turn right onto Orchard Rd / CR-9A . Continue to follow Orchard Rd . | go 1.5 mi |
|  | 10. Turn left onto Mill Rd . | go 0.0 mi |
|  | 11. Turn right onto Station Dr . | go 0.1 mi |

END

12. 1051 STATION DR is on the right.

go 0.0 mi



1051 Station Dr, Oswego, IL 60543-5008

Total Travel Estimate : 13.67 miles - about 22 minutes

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Trip to 100 Spalding Dr
Naperville, IL 60540-6550
12.52 miles - about 22 minutes

Notes

TO FRESENIUS MEDICAL CARE NAPERVILLE



24020 W Riverwalk Ct, Plainfield, IL 60544-7103

- 
1. Start out going **east** on **W Riverwalk Ct** toward **S Route 59 / US-30 E / IL-59 S.**
go 0.1 mi
- 

2. Turn **left** onto **S Route 59 / US-30 W / IL-59 N.** Continue to follow **IL-59 N.**
go 8.8 mi
- 
3. Turn **right** onto **75th St.**
go 2.0 mi
- 
4. Turn **left** onto **Rickert Dr.**
go 0.2 mi
- 
5. Turn **right** onto **S West St.**
go 1.0 mi
- 
6. Turn **right** onto **Osler Dr.**
go 0.2 mi
- 
7. Turn **left** onto **Brom Dr.**
go 0.1 mi
- 
8. Turn **right** onto **Spalding Dr.**
go 0.0 mi
- 
9. **100 SPALDING DR** is on the **left.**
go 0.0 mi



100 Spalding Dr, Naperville, IL 60540-6550
Total Travel Estimate : 12.52 miles - about 22 minutes

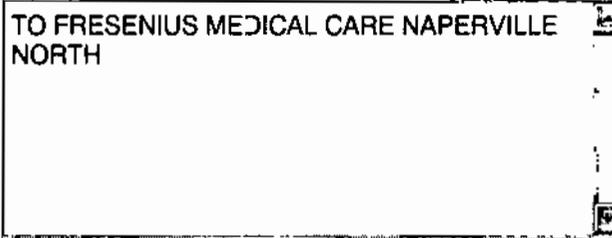
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Trip to 514 W 5th Ave
Naperville, IL 60563-2901
13.35 miles - about 23 minutes

Notes



24020 W Riverwalk Ct, Plainfield, IL 60544-7103

- 
1. Start out going east on **W Riverwalk Ct** toward **S Route 59 / US-30 E / IL-59 S.** go 0.0 mi
- 

2. Turn left onto **S Route 59 / US-30 W / IL-59 N.** Continue to follow **IL-59 N.** go 9.3 mi
- 

3. Turn right onto **Ogden Ave / W Ogden Ave / US-34 E.** Continue to follow **Ogden Ave / US-34 E.** go 3.4 mi
- 
4. Turn right onto **Royal St George Dr.** go 0.2 mi
- 
5. **Royal St George Dr** becomes **W 5th Ave.** go 0.4 mi
- 
6. **514 W 5TH AVE** is on the right. go 0.0 mi



514 W 5th Ave, Naperville, IL 60563-2901

Total Travel Estimate : 13.35 miles - about 23 minutes

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MAPQUEST.

Trip to 11416 Us Highway 34
Yorkville, IL 60560
16.85 miles - about 24 minutes

Notes

TO YORKVILLE DIALYSIS



24020 W Riverwalk Ct, Plainfield, IL 60544-7103



1. Start out going east on W Riverwalk Ct toward S Route 59 / US-30 E / IL-59 S.

go 0.1 mi



2. Turn right onto S Route 59 / US-30 E / IL-59 S.

go 0.5 mi



3. Turn right onto W Main St / IL-126.

go 0.5 mi



4. Turn slight right onto W Lockport St / IL-126. Continue to follow IL-126.

go 13.0 mi



5. Turn right onto S Bridge St / IL-47.

go 1.6 mi



6. Turn left onto US-34 / Veterans Pky.

go 1.2 mi



7. 11416 US HIGHWAY 34.

go 0.0 mi



11416 Us Highway 34, Yorkville, IL 60560

Total Travel Estimate : 16.85 miles - about 24 minutes

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MAPQUEST.

Trip to 721 E Jackson St

Joliet, IL 60432-2560

10.41 miles - about 25 minutes

Notes

TO FRESENIUS MEDICAL CARE JOLIET



24020 W Riverwalk Ct, Plainfield, IL 60544-7103

- 
1. Start out going **east** on **W Riverwalk Ct** toward **S Route 59 / US-30 E / IL-59 S**. go 0.0 mi

- 

2. Turn **right** onto **S Route 59 / US-30 E / IL-59 S**. go 1.0 mi

- 

3. Turn **slight left** onto **S Joliet Rd / W Lincoln Hwy / US-30**. Continue to follow **US-30 E**. go 7.1 mi

- 
4. Turn **slight left** onto **W Ruby St**. go 1.0 mi

- 

5. Turn **slight right** onto **N Chicago St / IL-53**. go 0.2 mi

- 

6. Turn **slight right** onto **N Ottawa St / IL-53**. go 0.1 mi

- 
7. Turn **left** onto **W Jackson St**. go 1.0 mi

- 
8. **721 E JACKSON ST** is on the left. go 0.0 mi



721 E Jackson St, Joliet, IL 60432-2560

Total Travel Estimate : 10.41 miles - about 25 minutes

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MAPQUEST.

Trip to 6300 Kingery Hwy
Willowbrook, IL 60527-2248
19.27 miles - about 25 minutes

Notes

TO FRESENIUS MEDICAL CARE
WILLOWBROOK



24020 W Riverwalk Ct, Plainfield, IL 60544-7103

- | | | |
|--|--|------------|
| | 1. Start out going east on W Riverwalk Ct toward S Route 59 / US-30 E / IL-59 S. | go 0.1 mi |
| | 2. Turn right onto S Route 59 / US-30 E / IL-59 S. | go 0.5 mi |
| | 3. Turn left onto W Main St / IL-126. | go 2.4 mi |
| | 4. Merge onto I-55 N. | go 13.4 mi |
| | 5. Take the IL-83 / Kingery Rd exit, EXIT 274. | go 0.2 mi |
| | 6. Merge onto IL-83 N via the ramp on the left. | go 2.8 mi |
| | 7. Turn left onto 63rd St. | go 0.0 mi |
| | 8. 6300 KINGERY HWY. | go 0.0 mi |



6300 Kingery Hwy, Willowbrook, IL 60527-2248

Total Travel Estimate : 19.27 miles - about 25 minutes

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MAPQUEST.

Trip to 1900 Silver Cross Blvd

New Lenox, IL 60451-9509

15.93 miles - about 26 minutes

Notes

TO SILVER CROSS HOSPITAL DIALYSIS



24020 W Riverwalk Ct, Plainfield, IL 60544-7103

- | | | |
|--|---|-----------|
| | 1. Start out going east on W Riverwalk Ct toward S Route 59 / US-30 E / IL-59 S. | go 0.1 mi |
| | 2. Turn right onto S Route 59 / US-30 E / IL-59 S. | go 1.0 mi |
| | 3. Turn slight left onto S Joliet Rd / W Lincoln Hwy / US-30. | go 1.1 mi |
| | 4. Turn slight left onto E Renwick Rd. | go 2.3 mi |
| | 5. E Renwick Rd becomes W Renwick Dr. | go 0.0 mi |
| | 6. W Renwick Dr becomes W Renwick Rd. | go 3.5 mi |
| | 7. W Renwick Rd becomes IL-7 E. | go 3.6 mi |
| | 8. Merge onto I-355 S / Veterans Memorial Tollway toward SouthWest Suburbs (Portions toll). | go 3.5 mi |
| | 9. Take the US-6 / SouthWest Hwy exit. | go 0.4 mi |
| | 10. Keep right to take the ramp toward Joliet. | go 0.0 mi |
| | 11. Turn right onto Maple Rd / W Maple Rd / SouthWest Hwy / US-6 W. | go 0.3 mi |



12. Turn **left** onto **Silver Cross Blvd.**

go 0.2 mi



13. **1900 SILVER CROSS BLVD** is on the left.

go 0.0 mi



1900 Silver Cross Blvd, New Lenox, IL 60451-9509

Total Travel Estimate : 15.93 miles - about 26 minutes

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Trip to 455 Mercy Ln
Aurora, IL 60506-2462
15.07 miles - about 28 minutes

Notes

TO FRESENIUS MEDICAL CARE AURORA

24020 W Riverwalk Ct, Plainfield, IL 60544-7103

- | | | |
|---|--|-----------|
|  | 1. Start out going east on W Riverwalk Ct toward S Route 59 / US-30 E / IL-59 S. | go 0.0 mi |
|   | 2. Turn left onto S Route 59 / US-30 W / IL-59 N. | go 0.3 mi |
|   | 3. Turn left onto US-30 / W 143rd St. | go 1.0 mi |
|   | 4. Turn right onto US-30. | go 7.5 mi |
|  | 5. Stay straight to go onto Hill Ave. | go 2.4 mi |
|  | 6. Hill Ave becomes E Galena Blvd. | go 0.1 mi |
|  | 7. Turn right onto N Ohio St. | go 0.1 mi |
|  | 8. Turn left onto E New York St. | go 1.5 mi |
|   | 9. Turn right onto N Lake St / IL-31. | go 1.6 mi |
|  | 10. Turn left onto W Indian Trail Rd. | go 0.4 mi |
|  | 11. Turn right onto Mercy Ln. | go 0.2 mi |



12. 455 MERCY LN is on the right.

go 0.0 mi



455 Mercy Ln, Aurora, IL 60506-2462

Total Travel Estimate : 15.07 miles - about 28 minutes

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Trip to 450 E Roosevelt Rd
West Chicago, IL 60185-3905
17.55 miles - about 29 minutes

Notes

TO FRESENIUS MEDICAL CARE DUPAGE
WEST



24020 W Riverwalk Ct, Plainfield, IL 60544-7103

- 
1. Start out going **east** on **W Riverwalk Ct** toward **S Route 59 / US-30 E / IL-59 S**.
go 0.1 mi

- 

2. Turn **left** onto **S Route 59 / US-30 W / IL-59 N**. Continue to follow **IL-59 N**.
go 16.2 mi

- 
3. Turn **left** onto **Joliet St**.
go 0.9 mi

- 

4. Turn **right** onto **E Roosevelt Rd / IL-38**.
go 0.4 mi

- 
5. **450 E ROOSEVELT RD** is on the **right**.
go 0.0 mi



450 E Roosevelt Rd, West Chicago, IL 60185-3905

Total Travel Estimate : 17.55 miles - about 29 minutes

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KIDNEY CARE CENTER

812 Campus Drive • Joliet, IL 60435
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Stella Awua-Larbi, M.D.
Nitesh Thakker, M.D.
Amit Jamnadas, M.D.

May 9, 2012

Ms. Courtney Avery
Administrator
Illinois Health Facilities & Services Review Board
525 W. Jefferson St., 2nd Floor
Springfield, IL 62761

Dear Ms. Avery,

I am a nephrologist practicing in Joliet and Plainfield in Will County. I also serve as Medical Director of the Fresenius Medical Care Plainfield & Joliet dialysis centers and the Joliet Home Dialysis Network facility. I am part of Kidney Care Center in Joliet. Along with my partners, Mohammed Shafi, M.D., Nitesh Thakker, M.D., Stella Awua-Larbi, M.D. and Amit Jamnadas, M.D. we currently refer patients to Fresenius Medical Care Plainfield, Bolingbrook, Mokena, Morris, Naperville & Joliet Home Dialysis Network, Silver Cross Renal West, Renal East & Morris and to Sun Health. In addition we have nursing home patients at Fairview Nursing Home and Deerbrook Care Center. The area my practice serves has seen a constant increase of end stage renal disease (ESRD) patients over the past several years. This is especially true of Plainfield.

Less than two years after opening the current Plainfield facility it was above 80% utilization requiring the request to add four more stations. Now, just three months after those stations have begun operating, the facility is at 84% utilization with 81 patients. I have had to add three additional nephrologists to my practice in order to accommodate this demand. For these reasons I am in complete support of the establishment of another facility to serve the patients in Plainfield - Fresenius Medical Care Plainfield North

We were treating 60 in-center hemodialysis patients at the end of 2009, 83 at the end of 2010 and 101 at the end of 2011 as reported to The Renal Network. At the end of the 1st quarter 2012 we had 115 in-center hemodialysis patients. Over the past twelve months, we have referred 65 patients for in-center hemodialysis to those facilities mentioned above. I currently have 82 pre-ESRD patients in my practice from the Plainfield area that would be expected to be referred to the Plainfield North facility in the first two years after beginning operations. Of these I expect approximately 30% to expire, regain function, move out of the area or choose home dialysis before dialysis therapy is started. I expect then that approximately 58 of these patients to actually be referred to Plainfield North for dialysis. My partners and I will continue to refer patients to the other area facilities per the patient's place of residence and choice. I also strongly support home dialysis through

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Physician Referrals
APPENDIX - 2



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itesh Thakker, M.D.
mit Jamnadas, M.D.

my Joliet and Plainfield home therapies programs and will continue to refer those patients who are good candidates for home dialysis services.

I respectfully ask you to consider the constant growth of ESRD in Plainfield and vote to approve Fresenius Medical Care Plainfield North to meet this growing need.

Thank you for your consideration.

I attest that to the best of my knowledge, all the information contained in this letter is true and correct and that the projected patient referrals listed in this document have not been used to support any other CON application.

Sincerely,

Morufu Alausa, M.D.

Notarization:

Subscribed and sworn to before me
this 9th day of May, 2012

Signature of Notary

Seal





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Vijayesh Thakker, M.D.
Smit Jamnadas, M.D.

PRE - ESRD PATIENTS KIDNEY CARE CENTER EXPECTS TO REFER TO FRESenius MEDICAL CARE PLAINFIELD NORTH WITHIN 2 YEARS OF PROJECT COMPLETION

Initials	Zip Code
JH	60586
PC	60403
LH	60446
NJ	60586
DA	60586
BD	60403
HL	60446
RM	60403
SR	60586
ST	60586
LA	60586
LB	60446
MS	60403
RH	60544
DK	60586
KF	60586
CZ	60586
CZ	60586
LW	60544
RK	60586
JM	60446
WJ	60446
BL	60446
BR	60585
SJ	60543
CM	60543
FM	60585
SM	60403
CJ	60490
DH	60543
DC	60403
BM	60543
BJ	60543
JN	60490
BD	60564
HE	60543
MR	60446
BD	60585
SS	60585
HW	60446
EC	60403

Initials	Zip Code
RS	60446
JC	60490
GE	60446
AL	60564
B	60564
AM	60490
WD	60564
LH	60403
GJ	60446
MS	60543
AD	60543
DA	60490
HJ	60446
MA	60585
BG	60490
KB	60564
DM	60564
MV	60446
GF	60585
GJ	60490
WH	60403
BC	60403
PD	60490
CL	60544
CD	60403
AW	60544
BB	60544
CB	60544
EH	60544
DB	60544
NS	60544
JH	60544
BA	60586
DF	60544
PF	60403
HC	60403
ND	60544
RT	60544
DH	60403
HE	60544
WB	60544

Summary

Zip Code	Patients
60403	14
60446	13
60490	8
60543	8
60544	15
60564	6
60585	6
60586	12
Total	82



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ADMISSIONS OF KIDNEY CARE CENTER FOR THE MOST RECENT TWELVE MONTHS – 04/01/2011 THROUGH 03/31/2012

Zip Code	Fresenius Medical Care		Silver Cross	Total
	Mokena	Plainfield	West	
60403		2	2	4
60404		1		1
60408			1	1
60416		2	1	3
60423			2	2
60431		4		4
60432		3		3
60433		4	1	5
60435	1	6		7
60436			2	2
60439		3		3
60441		2		2
60447		1		1
60448	2	1		3
60451		1		1
60470		3		3
60491		1	1	2
60505		1		1
60543		1		1
60544		11		11
60560		1		1
60586		2		2
60638		1		1
60914		1		1
Total	3	52	10	65

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IN-CENTER PATIENTS OF KIDNEY CARE CENTER FOR 12/31/2009

Zip Code	Silver Cross		Sun Health	Fresenius Plainfield	Total
	West	Hospital			
60432	2	1	1	0	4
60433	2	0	1	0	3
60436	1	1	0	0	2
60451	1	0	1	0	2
60410	2	0	0	0	2
60481	1	1	0	0	2
60441	1	0	1	0	2
60435	4	0	1	1	6
60403	2	1	0	1	4
60518	1	0	0	1	2
60407	1	0	0	1	2
60450	1	0	1	0	2
60431	2	0	0	0	2
60404	2	1	0	0	3
60446	1	0	0	0	1
60544	2	0	1	0	3
60486	2	0	0	0	2
60420	1	1	0	0	2
60477	1	1	0	0	2
60434	2	0	1	0	3
60560	1	0	0	0	1
60538	1	0	0	0	1
60416	1	1	0	0	2
60448	1	0	1	0	2
60491	1	0	0	0	1
60440	1	0	0	0	1
60447	0	0	0	1	1
Total	38	8	9	5	60



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IN-CENTER PATIENTS OF KIDNEY CARE CENTER FOR 12/31/2010

Zip Code	Fresenius Medical Care		Silver Cross		Sun Health	Total
	Mokena	Plainfield	Hospital	West		
60403		5		3		8
60404		1		1		2
60407		1				1
60421		1				1
60431		2				2
60432		3	1	8	1	13
60433		1	2	3		6
60435		6		7		13
60436				5	3	8
60441		2		1		3
60442				3		3
60446		1		1		2
60447		2				2
60448	3	1				4
60451			1	1		2
60467			1			1
60477					1	1
60544		1		1		2
60559		1				1
60586		6		2		8
Total	3	34	5	36	5	83

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IN-CENTER PATIENTS OF KIDNEY CARE CENTER FOR 12/31/2011

Zip Code	Fresenius Medical Care				Silver Cross			Sun Health	Total
	Bolingbrook	Mokena	Morris	Plainfield	East	Morris	West		
60403				7			4		11
60404							1		1
60408							1		1
60412							1		1
60421				1					1
60431				1					1
60432		1		3	1		6		11
60433			1	2	2		6		11
60435				12			5		17
60436					1		5	3	9
60441				1			1		2
60443				1	1				2
60446	2			2			1		5
60447				2					2
60448		2							2
60450			1						1
60457		1			1				2
60467					1				1
60477								1	1
60487		1							1
60505				1					1
60544				1		1	1		3
60586				11			2		13
60914				1					1
Total	2	5	2	46	7	1	34	4	101

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IN-CENTER PATIENTS OF KIDNEY CARE CENTER FOR 1ST QUARTER 2012

Zip Code	Fresenius Medical Care					Silver Cross			Sun Health	Total
	Bolingbrook	Mokena	Morris	Naperville	Plainfield	East	Morris	West		
60403				1	4			4		9
60404					1					1
60407							1			1
60408								1		1
60412								1		1
60431					3					3
60432		1			4	1		6		12
60433			1		4	4		6		15
60435					7			3		10
60436						1		5	3	9
60441					4			1		5
60442						1				1
60446	2				1			1		4
60447					1					1
60448		2								2
60450			1							1
60451		1				1				2
60455	1	1			3	1		2		8
60467						1				1
60477									1	1
60491					1					1
60505					1					1
60544					11		1	1		13
60586					10			1		11
60914					1					1
Total	3	5	2	1	56	10	2	32	4	115

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