DIALYSIS CARE CENTER, LLC
15786 S. Bell Road
Homer Glen, IL 60491
PH: 708-645-1000
FAX: 931-484-4701

June 6, 2018

RECEIVED
JUN 15 2018
HEALTH FACILITIES & SERVICES REVIEW BOARD

VIA Federal Express

Michael Constantino
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd floor
Springfield, Illinois 62761
Attn: Michael Constantino

Re: Additional information - Dialysis Care Center Hazel Crest, #17-071

Dear Mr. Constantino:

I am writing on behalf of Dialysis Care Center Hazel Crest to provide clarification and additional information as requested by your letter dated 05/25/2018.

1. Page 8 -Please find attached a replacement page as Attachment 1.

2. Page 97- As documented and discussed previously, our dialysis facilities are "transitional" dialysis facilities, which will typically be smaller in size than traditional dialysis facilities that the board has seen in the past.
   We have a very reputable and well-known dialysis architect firm that designs all our dialysis facilities. As a company, we do not compromise on patient care or safety. As such, the transitional dialysis facility floor plan is attached on page 79 on the application. and attached as Attachment 2

3. Page 103 – Please find attached additional pages 103 A. as Attachment 3

4. Page 108- The population for the 30-minute service area was determined utilizing U.S Census Bureau, Census 2010, Zip Code Fact Sheet
   Url Link: https://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml

5. Page 114 – The applicant provided a letter certifying the facility will maintain an open medical staff. As shown on pg. 117, Attachment 24 from original application, and as attached to this document as Attachment 4.

6. Page 174 – We are not a publicly traded company and do not have any loans from financial institutions that require us to have audited financial statements. When and if we will require a loan or line of credited from a financial institution, we will obtain the services of an auditor. Please find attached additional financial information as Attachment 5.

Please do not hesitate to contact me if you have any questions or need any additional information regarding this project.

Sincerely,

Asim M. Shazzad
Chief Operating Officer

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

Land acquisition is related to project ☐ Yes ☒ No
Purchase Price: $_____
Fair Market Value: $_____

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

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

Estimated start-up costs and operating deficit cost is $ 724,655.75.

Project Status and Completion Schedules

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

Indicate the stage of the project's architectural drawings:

☐ None or not applicable ☐ Preliminary

☒ Schematics ☐ Final Working

Anticipated project completion date (refer to Part 1130.140): February, 29,2020

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

☐ Purchase orders, leases or contracts pertaining to the project have been executed. ☐ Financial commitment is contingent upon permit issuance. Provide a copy of the contingent "certification of financial commitment" document, highlighting any language related to CON Contingencies
☒ Financial Commitment will occur after permit issuance.

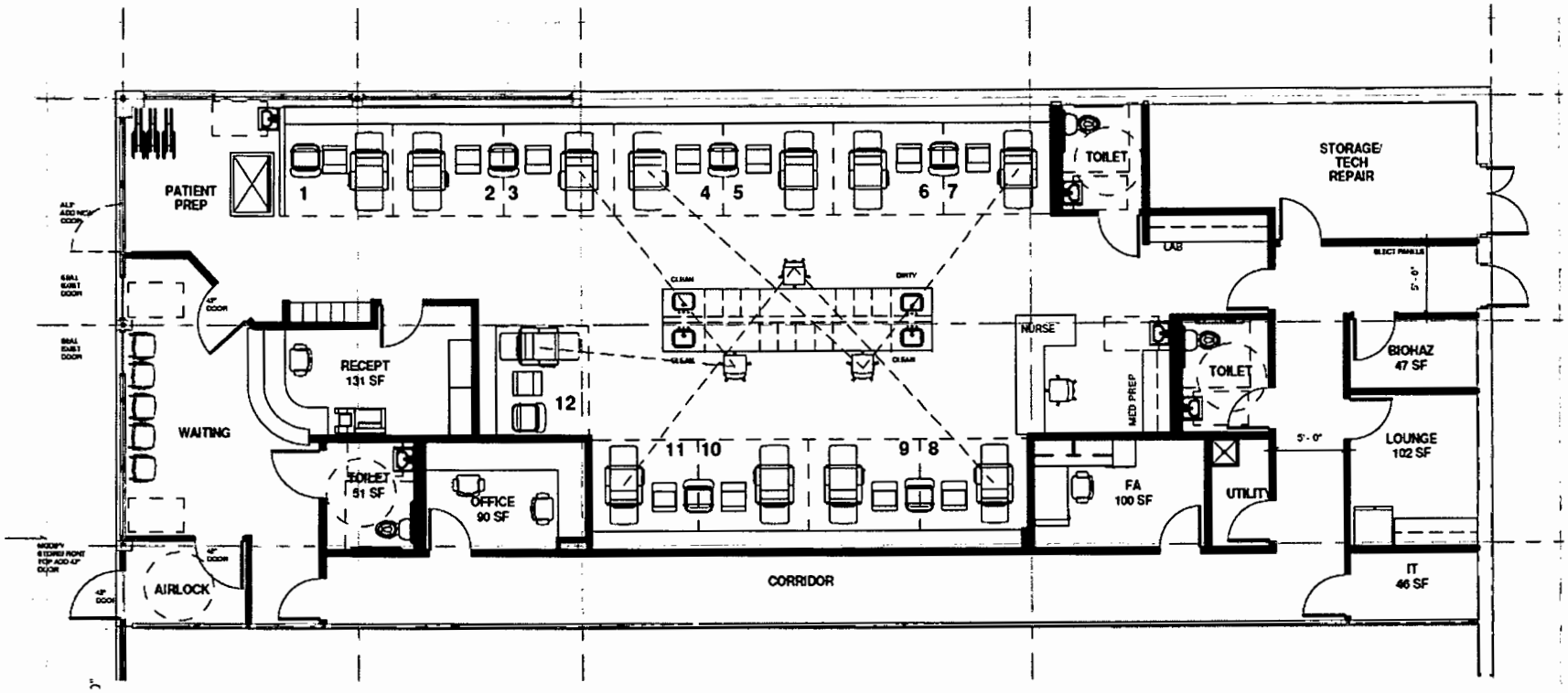
APPEND DOCUMENTATION AS ATTACHMENT 8, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

State Agency Submittals [Section 1130.620(c)]

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

Attachment 1

Attachment 2



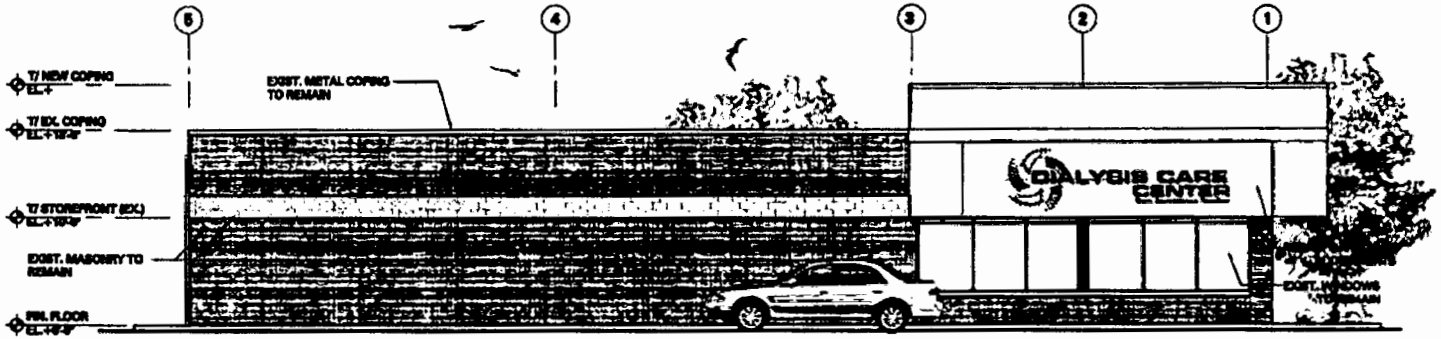
1 PRELIMINARY FLOOR PLAN
1/8" = 1'-0"

TOTAL USF:	3,706 sf
TOTAL RSF:	3,954 sf

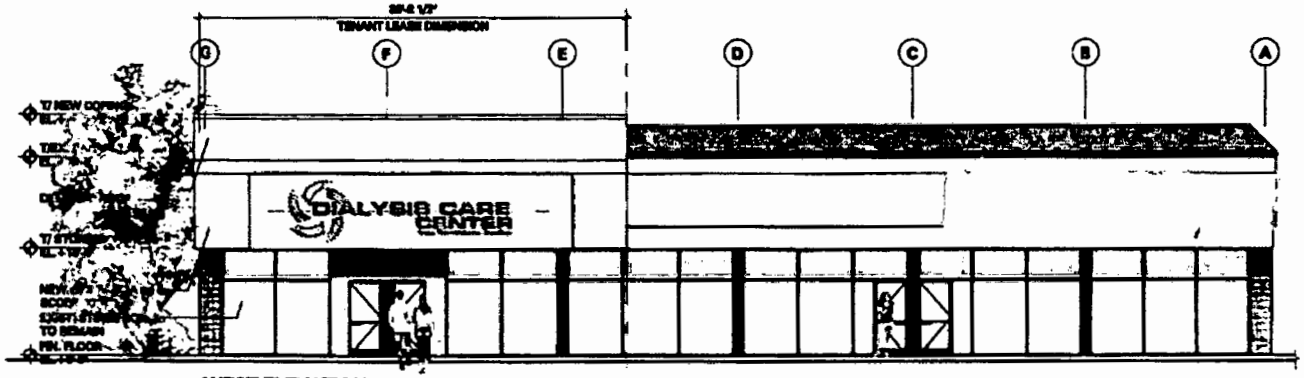
PRELIMINARY PLAN
DIALYSIS CARE CLINICS
DIALYSIS CARE CENTER HAZEL CREST
18325 Pulaski Ave - Hazel Crest, IL, 60429

studioGC architecture + interiors

Attachment #2



NORTH ELEVATION



WEST ELEVATION

KMA JOB No. #0840

PROPOSED TENANT SPACE

183 RD AND PULASKI
HAZEL CREST, IL

AETNA DEVELOPMENT CORPORATION
200 W. MADISON STREET, SUITE 4200
CHICAGO, ILLINOIS 60606

KMA & ASSOCIATES, INC. ARCHITECTS
1161 LAKE COOK ROAD, SUITE C
DEERFIELD, ILLINOIS

1

Kidney Care Center Olympia Fields
CKD Patients by Zip Code

Zip	Number of Patients
60202	1
60409	2
60411	29
60417	7
60419	2
60422	1
60423	1
60425	3
60426	5
60428	1
60429	32
60430	2
60438	1
60443	5
60449	3
60452	3
60461	1
60465	2
60466	16
60471	6
60473	3
60475	6
60476	1
60477	2
60478	13
60617	1
60621	1
60628	2
60637	1
60643	1
60827	1
60940	1
60950	1
95762	1
TOTAL	**158**

Section VII. Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(f) Support Services

Kathryn Olson
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois, 62761

Dear Chairwoman Olson:

I hereby certify under of perjury as provided in § 1-109 of the Illinois code of civil procedure, 735 ILCS 5/109 and pursuant to 77 III. Admin. Code § 1110-1430 (f) that Dialysis Care Center Hazel Crest will maintain an open medical staff.

I also certify the following with regards to need support services:

- Dialysis Care Center Hazel Crest will utilize a dialysis electronic patient data tracking system
- Dialysis Care Center Hazel Crest will have available all needed support services required by CMS which may consist of nutritional counseling, clinical laboratory services, blood bank, rehabilitation, psychiatric services, and social services;
- Patients will have access to training for self-care dialysis, self-care instruction, and home hemodialysis and peritoneal dialysis

Sincerely,

Asim M Shazzad
Chief Operating Officer

Notarization:
Subscribed and sworn to before me
this 7 day of December

RICHARD J MISIOROWSKI
Official Seal
Notary Public - State of Illinois
My Commission Expires Sep 9, 2019

Signature of Notary

Seal

Attachment-24

Attachment 4

7

10:39 AM
6/4/2018

DCC Hazel Crest, LLC
Balance Sheet
Projected for years ending
December 31st, Inception, YE1 & YE2

	YE Inception	YE 1	YE 2
Current Assets			
Cash - Main	426,335	$587,791	$900,797
Cash - Expense			
Cash - Overpayment Account			
Total Cash	**426,335**	**587,791**	**900,797**
Accounts Receivable	17,503	163,273	218,190
Total Accounts Receivable	**17,503**	**163,273**	**218,190**
Prepaid Expenses			
Total Other Current Assets	**0**	**0**	**0**
Total Current Assets	**443,838**	**751,063**	**1,118,987**
Fixed Assets			
Fixed Assets Clearing Account			
Leasehold Improvements	487,500	487,500	487,500
Medical Equipment	339,000	339,000	339,000
Other Equipment	100,000	100,000	100,000
Furniture & Fixtures	41,000	41,000	41,000
Accum Amortization - Leasehold Improvements	($32,500)	(65,000)	(97,500)
Accum Deprec - Medical Equipment	(24,024)	(48,048)	(72,071)
Accumulated Depreciation - Other Equipment	(21,467)	(42,933)	(64,400)
Accumulated Depreciation - Furnitute & Fixtures	(8,200)	(16,400)	(24,600)
Total Fixed Assets	**881,310**	**795,119**	**708,929**
Security Deposit		0	0
Other Assets			
Total Assets	**1,325,147**	**$1,546,182**	**$1,827,916**
Liabilities			
Accounts Payable	71,545	141,901	189,298
Other Accounts Payable	-	0	0
Total Accounts Payable	**71,545**	**141,901**	**189,298**
Total Liabilities	**71,545**	**141,901**	**189,298**
Shareholders Equity			
Retained Earnings	-	(736,800)	(586,121)
DCC Holdings LLC Equity	1,990,402	1,990,402	1,990,402
Net Income	(736,799.56)	150,679	234,337
Total Shareholder Equity	**1,253,602**	**1,404,281**	**1,638,618**
Liabilities & Shareholder Equity	**$1,325,147**	**$1,546,182**	**$1,827,916**

Attachment 5

Proforma

Summarized Profit and Loss Statement 2017

[HAZEL CREST]

	INCEPTION	YE 1	YE 2
Total Patients	5	45	58
Total Treatments	726	6534	8422
Revenue	$ 210,032	$ 1,959,273	$ 2,618,284
Expenses			
Total Personnel	556,000.00	823,603.53	991,135.55
Total Supplies	47,190.00	434,053.62	721,089.00
Total Facilities Expenses	244,024.61	386,375.69	480,800.41
Total Initial Fees	5,025.00	-	-
Depreciation	53,690.48	53,690.48	53,690.48
Amortization of Leasehold In	32,500.00	32,500.00	32,500.00
Overhead-3% of Rev	6,300.95	58,778.19	78,548.51
Write Offs - 1% of Rev	2,100.32	19,592.73	26,182.84
TOTAL EXPENSES	946,831.36	1,808,594.24	2,383,946.77
Income (Loss) Operations	(736,799.56)	150,678.85	234,336.86
Percent Profit	-351%	8%	9%

Attachment S

DCC Hazel Crest, LLC

Balance Sheet

Projected for years ending December 31st Inception, YE1 & YE2

Financial Ratios		Financial Ratios Inception	YE1	YE2	Inception	YE1	YE2
Current Ratio	Current Assets/current Liabilities	6.2	5.3	5.9	$443,838/$71,545	$751,063/$141,901	$1,118,987/$189,298
Net Margin Percentage	Net Income / Net Patient Revenue	-350.80%	7.69%	8.95%	-$736800/$210032	$150,679/$1,959,273	$234,337/$2,618,284
Long Term Debt to Total Capitaliz	Long Term Debt/LTD+Net Assets	0	0	0	$0/$1,253,602	$0/$1,404,281	$0/$1,638,618
Debt Service Coverage	Net Income+(Depr+Interest+ Amort)/ Principal pmt+Int Exp	0	0	0	-$736,800+$53,690+$32,500/$0	$150,679+$53,690+$32,500/$0	$234,337+$53,690+$32,500/$0
Days Cash on Hand	Cash +Cash Equivalent/ Daily operating Expense	188	159	178	$426,335+$17,503/$2358	$587,791+$163,272/$4719	$900,797+$218,190/$6295
Cushion Ratio	(Cash+Investments)/(Principal Pmt+Int Exp)	0	0	0	$426,335/$0	$587,791/$0	$900,797/$0

*There are no short term or long term debts
*Investors are cash funding the project in full plus cash for 1st year operations

Assumptions

Assumptions (Census/Treatments / Revenue Payor Mix)

	Inception	YE1	YE2
Patients			
# HD Patients	5	45	58
# PD Patients	0	0	0
# CAPD Patients	0	0	0
# CCPD Patients	0	0	0
# HM Hemo Patients	0	0	0
TOTAL PATIENTS	5	45	58
Treatments			
# HD Treatments	726	6534	8422
# PD Patients	0	0	0
# CAPD Treatments	0	0	0
# CCPD Treatments	0	0	0
# HM Hemo Treaments	0	0	0
TOTAL TREATMENTS	726	6534	8422
REVENUE			
Medicare			
HD PATIENTS	125235	1161268	1542098
CAPD PATIENTS	0	0	0
CCPD PATIENTS	0	0	0
HM HEMO PATIENTS	0	0	0
TOTAL MEDICARE	125235	1161268	1542098
Medicaid			
HD PATIENTS	21562	194060	250122
CAPD PATIENTS	0	0	0
CCPD PATIENTS	0	0	0
HM HEMO PATIENTS	0	0	0
TOTAL MEDICAID	21562	194060	250122
Commercial			
HD PATIENTS	63235	603946	826064
CAPD PATIENTS	0	0	0
CCPD PATIENTS	0	0	0
HM HEMO PATIENTS	0	0	0
TOTAL COMMERICAL	63235	603946	826064
TOTAL REVENUE HD PTS	210032	1959273	2618284
TOTAL REVENUE CAPD PTS	0	0	0
TOTALREVENUE CCPD PTS	0	0	0
TOTAL REVENUE HM HEMO PTS	0	0	0
TOTAL REVENUE	210032	1959273	2618284

Attachment 5

Dialysis Care Center Holdings LLC
Consolidated Balance Sheet Statement
Accrual Basis
For the Year Ended

	December 31, 2016	
CURRENT ASSETS		
Bank	$ 6,182,596	
Account Receivable (Net of Allowance)	5,962,414	
		$ 12,145,010
FIXED ASSETS		
Depreciable Assets	1,762,147	
Less: Accum Depreciation	(867,888)	
		894,259
OTHER ASSETS		
Deposit	101,387	
Inter-company Transfers	783,352	
		884,739
TOTAL ASSETS		**$ 13,924,009**
CURRENT LIABILITIES		
Account Payable	$ 528,783	
Income Tax	129,344	
		658,126.56
LONG TERM LIABILITIES		
BCBS overpayment account	$ 6,606,545	
Inter-company transfers	-	
		6,606,545
PARTNERS' CAPITAL		
Capital - Controlling Entity - HDS Holdings	$ (9,399,212)	
Capital - Non Controlling Entities	(979,729)	
Retained Earnings	15,205,955	
Net Income	1,832,323	
		6,659,337
TOTAL LIABILITIES & PARTNERS' CAPITAL		**$ 13,924,009**

Attachment 5

Dialysis Care Center Holdings LLC

Consolidate Income Statements

Accrual Basis

For the Year Ended

		December 31, 2016	
INCOME			
Fee for service	$	19,295,839	100%
Insurance Returns		-	0%
Total Income	**$**	**19,295,839**	**100%**
EXPENSES			
Auto & Travel Expenses		261,158	1%
Bank Charges		9,207	0%
Charitable contribution		236,998	1%
Compensation, Related Taxes & Benefits		5,145,487	27%
Computer & IT Cost		179,473	1%
Dues & Subscription		20,606	0%
Equipment Rentals		480,685	2%
Insurance		53,946	0%
Legal & Professional Fee		256,344	1%
Medical Services		244,310	1%
Medical Supplies		5,549,792	29%
Office Supplies		310,395	2%
Other Expenses		80,665	0%
Rent		838,108	4%
Repairs		49,207	0%
Provision for Bad Debt		2,492,788	13%
Utilities		153,678	1%
Total Expenses		**16,362,847**	**85%**
EARNINGS BEFORE TAXES & DEPRECIATION		**2,932,992**	**15%**
IL Corporation Tax		129,344	1%
Interest		-	0%
Depreciation		154,880	1%
NET PROFIT		**2,648,769**	**14%**
Non-Controlling Interest		**816,447**	**4%**
PROFIT ATTRIBUTABLE TO HDS HOLDINGS	**$**	**1,832,323**	**9%**

Attachment 5

Dialysis Care Center Holdings LLC
Consolidated Balance Sheet Statement
Accrual Basis
For the Period Ended

		December 31, 2017	
CURRENT ASSETS			
Bank		$ 10,851,261	
Prepayment		43,632	
Account Receivable (Net of Allowance)		14,742,759	
			$ 25,637,652
FIXED ASSETS			
Depreciable Assets		1,943,826	
Less: Accum Depreciation		(1,018,785)	
			925,041
OTHER ASSETS			
Deposit		24,553	
Inter-company Transfers		1,630,239	
			1,654,792
TOTAL ASSETS			**$ 28,217,485**
CURRENT LIABILITIES			
Account Payable		$ 142,975	
Payroll Tax Payable		363,162	
			506,137
LONG TERM LIABILITIES			
BCBS Unearned Income		14,412,145	
			14,412,145
PARTNERS' CAPITAL			
Capital - Controlling Entity - HDS Holdings	Note 5	(7,501,711)	
Capital - Non Controlling Entities		(1,552,980)	
Retained Earnings		17,038,278	
Net Income		5,315,616	
			13,299,203
TOTAL LIABILITIES & PARTNERS' CAPITAL			**$ 28,217,485**

Attachment 5

Dialysis Care Center Holdings LLC
Consolidated Income Statement
Accrual Basis
For the Period Ended

		December 31, 2017	
INCOME			
Fee for service	$	47,089,727	100%
Insurance Returns		-	0%
Total Income	**$**	**47,089,727**	**100%**
EXPENSES			
Auto & Travel Expenses		358,494	1%
Charitable contribution		579,975	1%
Compensation, Related Taxes & Benefits		8,113,968	17%
Computer & IT Cost		276,358	1%
Equipment Rentals		1,166,519	2%
Insurance		77,456	0%
Legal & Professional Fee		174,511	0%
Medical Services		753,492	2%
Medical Supplies		8,676,385	18%
Office Supplies		384,891	1%
Other Expenses		191,601	0%
Rent		1,113,541	2%
Repairs		125,372	0%
Telephone Expense		132,383	0%
Provision for Bad Debt		15,962,414	34%
Utilities		90,188	0%
Total Expenses		**38,177,548**	**81%**
EARNINGS BEFORE TAXES & DEPRECIATION		**8,912,179**	**19%**
IL Corporation Tax		346,910	1%
Depreciation		189,860	0%
NET PROFIT		**8,375,409**	**18%**
Non-Controlling Interest		**3,059,793**	6%
PROFIT ATTRIBUTABLE TO HDS HOLDINGS	**$**	**5,315,616**	**11%**

A Hachment S

Dialysis Care Center Holdings LLC
Consolidated Balance Sheet Statement
Accrual Basis
For the Period Ended December 31st 2016 & 2017

		YE 2016	YE 2017	YE 2016	YE 2017
Current Ratio	Current Assets/current Liabilities	18.5	50.7	$12,145,010/$658,127	$25,637,652/$506,137
Net Margin Percentage	Net Income / Net Patient Revenue	9.5%	11.29%	$1,832,323/$19,295,839	$5,315,616/$47,089,727
* Long Term Debt to Total Capitalization	Long Term Debt/LTD+Net Assets	49.8%	52.01%	$6,606,545/($6,606,545+$6,659,337)	$14,412,145/($14,1412,145+$13,299,203)
* Debt Service Coverage	Net Income+(Depr+Interest+ Amort)/Principal pmt+Int Exp	0	0	$1,832,323+$867,888/$0	$5,315,616+$189860/$0
Days Cash on Hand	Cash +Cash Equivalent/ Daily operating Expense	870	400	($6,182,596+($5,962,414+$783,352))/$14865	($10,851,261+$16,416,630)/$68150
* Cushion Ratio	(Cash+Investments)/(Principal Pmt+Int Exp)	0	0	$6,182,596/$0	$10851261/$0

* There are no loans or debt outstading other than unearned Revenue

Attachment 5

TRANSFER AGREEMENT
BETWEEN
ADVOCATE HEALTH AND HOSPITALS CORPORATION
D/B/A ADVOCATE CHRIST MEDICAL CENTER
AND
Dialysis Care Center Hazel Crest

THIS AGREEMENT is entered into this 6 day of June, 2018 ("Effective Date") between ADVOCATE HEALTH AND HOSPITALS CORPORATION d/b/a ADVOCATE CHRIST MEDICAL CENTER, an Illinois not-for-profit corporation, hereinafter referred to as "HOSPITAL", and Dialysis Care Center Hazel Crest, hereinafter referred to as "FACILITY".

WHEREAS, HOSPITAL is licensed under Illinois law as an acute care hospital;

WHEREAS, FACILITY is certified to operate as an Illinois free-standing dialysis clinic owned and operated by FACILITY and, if required, as a properly licensed medical facility under state laws and regulations;

WHEREAS, HOSPITAL and FACILITY desire to cooperate in the transfer of patients between HOSPITAL and FACILITY, when and if such transfer may, from time to time be deemed necessary and requested by the respective patient's physician, to facilitate appropriate patient care;

WHEREAS, the parties mutually desire to enter into a transfer agreement to provide for the medically appropriate transfer or referral of patients from FACILITY to HOSPITAL, for the benefit of the community and in compliance with HHS regulations; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the services to be provided hereunder.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual covenants, obligations and agreements set forth herein, the parties agree as follows:

I. TERM

1.1 This Agreement shall be effective from the Effective Date, and shall remain in full force and effect for an initial term of one (1) year. **Thereafter, this Agreement shall be automatically extended for successive one (1) year periods unless terminated as hereinafter set forth. All the terms and provisions of this Agreement shall continue in full force and effect during the extension period(s).**

II. TERMINATION

2.1 Either party may terminate this Agreement, with or without cause upon thirty (30) days prior written notice to the other party. Additionally, this Agreement shall automatically terminate should either party fail to maintain the licensure or certification necessary to carry out the provisions of this Agreement.

III. OBLIGATIONS OF THE PARTIES

3.1 FACILITY agrees:

a. That FACILITY shall refer and transfer patients to HOSPITAL for medical treatment only when such transfer and referral has been determined to be medically appropriate by the patient's attending physician or, in the case of an emergency, the Medical Director for FACILITY, hereinafter referred to as the "Transferring Physician";

b. That the Transferring Physician shall contact HOSPITAL's Emergency Department Nursing Coordinator prior to transport, to verify the transport and acceptance of the emergency patient by HOSPITAL. The decision to accept the transfer of the emergency patient shall be made by HOSPITAL's Emergency Department physician, hereinafter referred to as the "Emergency Physician", based on consultation with the member of HOSPITAL's Medical Staff who will serve as the accepting attending physician, hereinafter referred to as the "Accepting Physician". In the case of the non-emergency patient, the Medical Staff attending physician will act as the Accepting Physician and must indicate acceptance of the patient. FACILITY agrees that HOSPITAL shall have the sole discretion to accept the transfer of patients pursuant to this Agreement subject to the availability of equipment and personnel at HOSPITAL. The Transferring Physician shall report all patient medical information which is necessary and pertinent for transport and acceptance of the patient by HOSPITAL to the Emergency Physician and/or Accepting Physician;

c. That FACILITY shall be responsible for effecting the transfer of all patients referred to HOSPITAL under the terms of this Agreement, including arranging for appropriate transportation, financial responsibility for the transfer in the event patient fails or is unable to pay, and care for the patient during the transfer. The Transferring Physician shall determine the appropriate level of patient care during transport in consultation with the Emergency Physician and/or Accepting Physician;

d. That pre-transfer treatment guidelines, if any, will be augmented by orders obtained from the Emergency Physician and/or Accepting Physician;

e. That, prior to patient transfer, the Transferring Physician is responsible for insuring that written, informed consent to transfer is obtained from the patient, the parent or legal guardian of a minor patient, or from the legal guardian or next-of-kin of a patient who is determined by the Transferring Physician to be unable to give informed consent to transfer;

f. To inform its patient of their responsibility to pay for all inpatient and outpatient services provided by ADVOCATE; and

g. To maintain and provide proof to HOSPITAL of professional and general liability insurance coverage in the amount of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate with respect to the actions of its employees and agents connected with or arising out of services provided under this Agreement.

3.2 HOSPITAL agrees:

a. To accept and admit in a timely manner, subject to bed availability, FACILITY patients referred for medical treatment, as more fully described in Section 3.1, Subparagraphs a through g;

b. To accept patients from FACILITY in need of inpatient hospital care, when such transfer and referral has been determined to be medically appropriate by the patient's Transferring Physician at FACILITY;

c. That HOSPITAL will seek to facilitate referral of transfer patients to specific Accepting Physicians when this is requested by Transferring Physicians and/or transfer patients;

d. That HOSPITAL shall provide FACILITY patients with medically appropriate and available treatment provided that Accepting Physician and/or Emergency Physician writes appropriate orders for such services; and

e. To maintain professional and general liability insurance coverage in the amount of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate with respect to the actions of its employees and agents connected with or arising out of services provided under this Agreement.

IV. GENERAL COVENANTS AND CONDITIONS

4.1 Release of Medical Information. In all cases of patients transferred for the purpose of receiving medical treatment under the terms of this Agreement, FACILITY shall insure that copies of the patient's medical records, including X-rays and reports of all diagnostic tests, accompany the patient to HOSPITAL, subject to the provisions of applicable State and Federal laws governing the confidentiality of such information. Information to be exchanged shall include any completed transfer and referral forms mutually agreed upon for the purpose of providing the medical and administrative information necessary to determine the appropriateness of treatment or placement, and to enable continuing care to be provided to the patient. The medical records in the care and custody of HOSPITAL and FACILITY shall remain the property of each respective institution.

4.2 Personal Effects. FACILITY shall be responsible for the security, accountability and appropriate disposition of the personal effects of patients prior to and during transfer to HOSPITAL. HOSPITAL shall be responsible for the security, accountability and appropriate disposition of the personal effects of transferred patients upon arrival of the patient at HOSPITAL.

4.3 Independent Contractor. Nothing contained in this Agreement shall constitute or be construed to create a partnership, joint venture, employment, or agency relationship between the parties and/or their respective successors and assigns, it being mutually understood and agreed that the parties shall provide the services and fulfill the obligations hereunder as independent contractors. Further, it is mutually understood and agreed that nothing in this Agreement shall in any way affect the independent operation of either HOSPITAL or FACILITY. The governing body of HOSPITAL and FACILITY shall have exclusive control of the management, assets, and affairs at their respective institutions. No party by virtue of this Agreement shall assume any liability for any debts or obligations of a financial or legal nature incurred by the other, and neither institution shall look to the other to pay for service rendered to a patient transferred by virtue of this Agreement.

4.4 Publicity and Advertising. Neither the name of HOSPITAL nor FACILITY shall be used for any form of publicity or advertising by the other without the express written consent of the other.

4.5 Cooperative Efforts. The parties agree to devote their best efforts to promoting cooperation and effective communication between the parties in the performance of services hereunder, to foster the prompt and effective evaluation, treatment and continuing care of recipients of these services. Parties shall each designate a representative who shall meet as often as necessary to discuss quality improvement measures related to patient stabilization and/or treatment prior to and subsequent to transfer and patient outcome. The parties agree to reasonably cooperate with each other to oversee performance improvement and patient safety applicable to the activities under this Agreement to the extent permissible under applicable laws. All information obtained and any materials prepared pursuant to this section and used in the course of internal quality control or for the purpose of reducing morbidity and mortality, or for improving patient care, shall be privileged and strictly confidential for use in the evaluation and improvement of patient, as may be amended from time to time.

4.6 Nondiscrimination. The parties agree to comply with Title VI of the Civil Rights Act of 1964, all requirements imposed by regulations issued pursuant to that title, section 504 of the Rehabilitation Act of 1973, and all related regulations, to insure that neither party shall discriminate against any recipient of services hereunder on the basis of race, color, sex, creed, national origin, age or handicap, under any program or activity receiving Federal financial assistance.

4.7 Affiliation. Each party shall retain the right to affiliate or contract under similar agreements with other institutions while this Agreement is in effect.

4.8 Applicable Laws. The parties agree to fully comply with applicable federal, and state laws and regulations affecting the provision of services under the terms of this Agreement.

4.9 Governing Law. All questions concerning the validity or construction of this Agreement shall be determined in accordance with the laws of Illinois.

4.10 Writing Constitutes Full Agreement. This Agreement embodies the complete and full understanding of HOSPITAL and FACILITY with respect to the services to be provided hereunder. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Neither this Agreement nor any rights hereunder may be assigned by either party without the written consent of the other party.

4.11 Written Modification. There shall be no modification of this Agreement, except in writing and exercised with the same formalities of this Agreement.

4.12 Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal by the courts or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

4.13 Notices. All notices required to be served by provisions of this Agreement may be served on any of the parties hereto personally or may be served by sending a letter duly addressed by registered or certified mail. Notices to be served on HOSPITAL shall be served at or mailed to: Advocate Health and Hospitals Corporation d/b/a Advocate Christ Medical Center, 4440 West 95th Street, Oak Lawn, IL 60453, Attention: President, with a copy to Advocate Health Care, Senior Vice President and General

Counsel, 3075 Highland Parkway, Downers Grove, Illinois 60515 unless otherwise instructed.

Notices to be served on FACILITY shall be mailed to:15786 S Bell Rd, Homer Glen, IL, 60491, Attention: Asim Shazzad with copies to: Dialysis Care Center Hazel crest, 18325 Pulaski Ave., Hazel crest, IL, 60429

IN WITNESS WHEREOF, this Agreement has been executed by HOSPITAL and FACILITY on the date first above written.

ADVOCATE HEALTH AND HOSPITALS CORPORATION
d/b/a ADVOCATE CHRIST MEDICAL CENTER

BY: _____
NAME: ~~Kenneth Lukhard~~ Matthew Primack
TITLE: President

Dialysis Care Center Hazel Crest

BY: _____
NAME: Asim Shazzad
TITLE: COO

TRANSFER AGREEMENT
BETWEEN
ADVOCATE HEALTH AND HOSPITALS CORPORATION
D/B/A ADVOCATE CHRIST MEDICAL CENTER
AND
Dialysis Care Center Hickory Hills

THIS AGREEMENT is entered into this 1st day of June, 2018, ("Effective Date") between ADVOCATE HEALTH AND HOSPITALS CORPORATION d/b/a ADVOCATE CHRIST MEDICAL CENTER, an Illinois not-for-profit corporation, hereinafter referred to as "HOSPITAL", and Dialysis Care Center Hazel Crest, hereinafter referred to as "FACILITY".

WHEREAS, HOSPITAL is licensed under Illinois law as an acute care hospital;

WHEREAS, FACILITY is certified to operate as an Illinois free-standing dialysis clinic owned and operated by FACILITY and, if required, as a properly licensed medical facility under state laws and regulations;

WHEREAS, HOSPITAL and FACILITY desire to cooperate in the transfer of patients between HOSPITAL and FACILITY, when and if such transfer may, from time to time be deemed necessary and requested by the respective patient's physician, to facilitate appropriate patient care;

WHEREAS, the parties mutually desire to enter into a transfer agreement to provide for the medically appropriate transfer or referral of patients from FACILITY to HOSPITAL, for the benefit of the community and in compliance with HHS regulations; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the services to be provided hereunder.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual covenants, obligations and agreements set forth herein, the parties agree as follows:

I. TERM

1.1 This Agreement shall be effective from the Effective Date, and shall remain in full force and effect for an initial term of one (1) year. **Thereafter, this Agreement shall be automatically extended for successive one (1) year periods unless terminated as hereinafter set forth. All the terms and provisions of this Agreement shall continue in full force and effect during the extension period(s).**

II. TERMINATION

2.1 Either party may terminate this Agreement, with or without cause upon thirty (30) days prior written notice to the other party. Additionally, this Agreement shall automatically terminate should either party fail to maintain the licensure or certification necessary to carry out the provisions of this Agreement.

III. OBLIGATIONS OF THE PARTIES

3.1 FACILITY agrees:

a. That FACILITY shall refer and transfer patients to HOSPITAL for medical treatment only when such transfer and referral has been determined to be medically appropriate by the patient's attending physician or, in the case of an emergency, the Medical Director for FACILITY, hereinafter referred to as the "Transferring Physician";

b. That the Transferring Physician shall contact HOSPITAL's Emergency Department Nursing Coordinator prior to transport, to verify the transport and acceptance of the emergency patient by HOSPITAL. The decision to accept the transfer of the emergency patient shall be made by HOSPITAL's Emergency Department physician, hereinafter referred to as the "Emergency Physician", based on consultation with the member of HOSPITAL's Medical Staff who will serve as the accepting attending physician, hereinafter referred to as the "Accepting Physician". In the case of the non-emergency patient, the Medical Staff attending physician will act as the Accepting Physician and must indicate acceptance of the patient. FACILITY agrees that HOSPITAL shall have the sole discretion to accept the transfer of patients pursuant to this Agreement subject to the availability of equipment and personnel at HOSPITAL. The Transferring Physician shall report all patient medical information which is necessary and pertinent for transport and acceptance of the patient by HOSPITAL to the Emergency Physician and/or Accepting Physician;

c. That FACILITY shall be responsible for effecting the transfer of all patients referred to HOSPITAL under the terms of this Agreement, including arranging for appropriate transportation, financial responsibility for the transfer in the event patient fails or is unable to pay, and care for the patient during the transfer. The Transferring Physician shall determine the appropriate level of patient care during transport in consultation with the Emergency Physician and/or Accepting Physician;

d. That pre-transfer treatment guidelines, if any, will be augmented by orders obtained from the Emergency Physician and/or Accepting Physician;

e. That, prior to patient transfer, the Transferring Physician is responsible for insuring that written, informed consent to transfer is obtained from the patient, the parent or legal guardian of a minor patient, or from the legal guardian or next-of-kin of a patient who is determined by the Transferring Physician to be unable to give informed consent to transfer;

f. To inform its patient of their responsibility to pay for all inpatient and outpatient services provided by ADVOCATE; and

g. To maintain and provide proof to HOSPITAL of professional and general liability insurance coverage in the amount of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate with respect to the actions of its employees and agents connected with or arising out of services provided under this Agreement.

3.2 HOSPITAL agrees:

a. To accept and admit in a timely manner, subject to bed availability, FACILITY patients referred for medical treatment, as more fully described in Section 3.1, Subparagraphs a through g;

b. To accept patients from FACILITY in need of inpatient hospital care, when such transfer and referral has been determined to be medically appropriate by the patient's Transferring Physician at FACILITY;

c. That HOSPITAL will seek to facilitate referral of transfer patients to specific Accepting Physicians when this is requested by Transferring Physicians and/or transfer patients;

d. That HOSPITAL shall provide FACILITY patients with medically appropriate and available treatment provided that Accepting Physician and/or Emergency Physician writes appropriate orders for such services; and

e. To maintain professional and general liability insurance coverage in the amount of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate with respect to the actions of its employees and agents connected with or arising out of services provided under this Agreement.

IV. GENERAL COVENANTS AND CONDITIONS

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Counsel, 3075 Highland Parkway, Downers Grove, Illinois 60515 unless otherwise instructed.

Notices to be served on FACILITY shall be mailed to:15786 S Bell Rd, Homer Glen, IL, 60491, Attention: Asim Shazzad with copies to: Dialysis Care Center Hickory Hills, 8851 W 87TH Street, Hickory Hills, IL, 60457

IN WITNESS WHEREOF, this Agreement has been executed by HOSPITAL and FACILITY on the date first above written.

ADVOCATE HEALTH AND HOSPITALS CORPORATION
d/b/a ADVOCATE CHRIST MEDICAL CENTER

BY: _____
NAME: ~~Kenneth Lukhard~~ Matthew Primack
TITLE: President

Dialysis Care Center Hickory Hills

BY: _____
NAME: Asim Shazzad
TITLE: COO

Asim Shazzad

From: Asim Shazzad
Sent: Friday, June 08, 2018 1:04 PM
To: Constantino, Mike
Cc: Roate, George; Avery, Courtney
Subject: FW: Transfer Center Agreement
Attachments: Transfer Agreement Dialysis Care Center Hazel Crest 201806.pdf; Transfer Agreement Dialysis Care Center Hickory Hills 201806.pdf

Mike,

Please find attached executed hospital transfer agreements for two our CON Projects. Thank you and have a great weekend.

1. 17-071 - Dialysis Care Center Hazel Crest, Hazel Crest
2. 18-007 - Dialysis Care Center Hickory Hills, Hickory Hills

If you have questions or comments, please do not hesitate to contact me.

Thank you,

Asim M Shazzad
Chief Operating Officer
Dialysis Care Center
shazzad@kidneycares.com
Cell : (630) 965-9007
Direct: (708) 737-7200
Office: (708) 645-1000
Fax: (708) 645-1001

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From: Kruse, Carrie <Carrie.Kruse@advocatehealth.com>
Sent: Friday, June 08, 2018 12:53 PM
To: Asim Shazzad <shazzad@kidneycares.com>
Subject: RE: Transfer Center Agreement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr Shazzad