ORIGINAL

12-026

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

RECEIVED
MAR 12 2012
HEALTH FACILITIES & SERVICES REVIEW BOARD

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: U.S. Renal Care Villa Park Dialysis		
Street Address: 200 E. North Avenue		
City and Zip Code: Villa Park, 60181		
County: DuPage County	Health Service Area 7	Health Planning Area: 7

Applicant /Co-Applicant Identification
[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name: USRC Villa Park, LLC
Address: 2400 Dallas Parkway Suite 350, Plano, Texas 75093
Name of Registered Agent: CT Corporation System
Name of Chief Executive Officer: Stephen Pirri
CEO Address: 2400 Dallas Parkway Suite 350, Plano, Texas 75093
Telephone Number: 214.736.2700

Type of Ownership of Applicant/Co-Applicant

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

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

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: Edward Clancy
Title: Attorney
Company Name: Ungaretti & Harris, LLP
Address: 70 W. Madison Suite 3500, Chicago, Illinois 60602
Telephone Number: 312.977.4487
E-mail Address: eclancy@uhlaw.com
Fax Number: 312.977.4405

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

Name: Shawn Moon
Title: Attorney
Company Name: Ungaretti & Harris LLP
Address: 70 W. Madison Suite 3500, Chicago, Illinois 60602
Telephone Number: 312.977.4342
E-mail Address: skmoon@uhlaw.com
Fax Number: 312.977.4405

Co-Applicant Identification

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

Exact Legal Name: USRC Alliance, LLC
Address: 2400 Dallas Parkway Suite 350, Plano, Texas 75093
Name of Registered Agent: CT Corporation System
Name of Chief Executive Officer: Stephen Pirri
CEO Address: 2400 Dallas Parkway Suite 350, Plano, Texas 75093
Telephone Number: 214.736.2700

Type of Ownership of Applicant/Co-Applicant

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

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

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Co-Applicant Identification

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

Exact Legal Name: U.S. Renal Care, Inc.
Address: 2400 Dallas Parkway Suite 350, Plano, Texas 75093
Name of Registered Agent: CT Corporation System
Name of Chief Executive Officer: Stephen Pirri
CEO Address: 2400 Dallas Parkway Suite 350, Plano, Texas 75093
Telephone Number: 214.736.2700

Type of Ownership of Applicant/Co-Applicant

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

- Corporations and limited liability companies must provide an **Illinois certificate of good standing.**
- Partnerships must provide the name of the state in which 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.

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: Thomas L. Weinberg
Title: Senior Vice President and General Counsel
Company Name: U.S. Renal Care, Inc.
Address: 2400 Dallas Parkway Suite 350, Plano, Texas 75093
Telephone Number: 214.736.2700
E-mail Address: Tweinberg@usrenalcare.com
Fax Number: 214.736.2701

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Royal Plaza Management, LLC
Address of Site Owner: 26 East 7th Street, Hinsdale, Illinois 60521
Street Address or Legal Description of Site: **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: USRC Villa Park, LLC
Address: 2400 Dallas Parkway Suite 350, Plano, Texas 75093

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

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

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

Organizational Relationships

Provide (for each 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)]

Part 1110 Classification:	Part 1120 Applicability or Classification: [Check one only.]
☒ Substantive	☐ Part 1120 Not Applicable
☐ Non-substantive	☐ Category A Project
	☒ Category B Project
	☐ DHS or DVA Project

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.

USRC Villa Park, LLC ("Applicant") proposes to establish a thirteen (13) station in-center hemodialysis facility at 200 E. North Avenue, Villa Park, Illinois 60181 (the "Facility") located in Health Service Area ("HSA") 7. The Facility will utilize leased space to be built out by Applicant. The facility will provide both in-center hemodialysis and peritoneal dialysis for patients with End Stage Renal Disease ("ESRD").

This project is categorized as "substantive" under the Illinois Health Planning Act as it contemplates the establishment of an in-center hemodialysis facility.

Project Costs and Sources of Funds

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

Project Costs and Sources of Funds			
USE OF FUNDS	**CLINICAL**	**NONCLINICAL**	**TOTAL**
Preplanning Costs			
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts			
Modernization Contracts	$991,800		$991,800
Contingencies			
Architectural/Engineering Fees	$42,000		$42,000
Consulting and Other Fees	$30,000		$30,000
Movable or Other Equipment (not in construction contracts)	$62,412	$98,601	$161,013
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment	$1,627,726		$1,627,726
Other Costs To Be Capitalized	$91,244		$91,244
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	$2,845,182	$98,601	$2,943,783
SOURCE OF FUNDS	**CLINICAL**	**NONCLINICAL**	**TOTAL**
Cash and Securities	$1,217,456	$98,601	$1,316,057
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)	$1,627,726		$1,627,726
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS	$2,845,182	$98,601	$2,943,783

NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT-7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Related Project Costs

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

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

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

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

Estimated start-up costs and operating deficit cost is $ (73,606).

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): February 28, 2013

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:
N/A ☐ Cancer Registry
N/A ☐ APORS
N/A ☐ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
N/A ☐ 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.**

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

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

Facility Bed Capacity and Utilization

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

FACILITY NAME:			**CITY:**		
REPORTING PERIOD DATES:		**From:**		**to:**	
Category of Service	**Authorized Beds**	**Admissions**	**Patient Days**	**Bed Changes**	**Proposed Beds**
Medical/Surgical					
Obstetrics					
Pediatrics					
Intensive Care					
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
General Long Term Care					
Specialized Long Term Care					
Long Term Acute Care					
Other ((identify)					
TOTALS:					

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

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

This Application for Permit is filed on the behalf of USRC Villa Park, 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

Thomas L. Weinberg
PRINTED NAME

Manager
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 27th day of Feb 2012

Signature of Notary

Seal

LISA L. STEWART NOTARY PUBLIC STATE OF TEXAS EXPIRES 2-27-2016

SIGNATURE

David Eldridge
PRINTED NAME

Manager
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 28th day of Feb 2012

Signature of Notary

Seal

LISA L. STEWART NOTARY PUBLIC STATE OF TEXAS EXPIRES 2-27-2016

*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:

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

This Application for Permit is filed on the behalf of USRC Alliance, 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

Thomas L. Weinberg
PRINTED NAME

Manager
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 28th day of Feb 2012

Signature of Notary

Seal

SIGNATURE

James D. Shelton
PRINTED NAME

Manager
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 28th day of Feb 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:

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

This Application for Permit is filed on the behalf of U.S. Renal Care, 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.**

SIGNATURE	SIGNATURE
Thomas L. Weinberg	James D. Shelton
PRINTED NAME	PRINTED NAME
Senior Vice President	Executive Vice President
PRINTED TITLE	PRINTED TITLE
Notarization: Subscribed and sworn to before me this 28th day of Feb 2012	Notarization: Subscribed and sworn to before me this 28th day of Feb 2012
Signature of Notary	Signature of Notary
Seal	Seal

LISA L. STEWART NOTARY PUBLIC STATE OF TEXAS EXPIRES 2-27-2016

LISA L. STEWART NOTARY PUBLIC STATE OF TEXAS EXPIRES 2-27-2016

*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.

G. Criterion 1110.1430 - In-Center Hemodialysis

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

2. Indicate station capacity changes by Service: Indicate # of stations changed by action(s):

Category of Service	# Existing Stations	# Proposed Stations
☐ In-Center Hemodialysis	0	13

3. 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.

4. Projects for relocation of a facility from one location in a planning area to another in the same planning area must address the requirements listed in subsection (a)(1) for the "Establishment of Services or Facilities", as well as the requirements in Section 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:**

$1,316,057	a)	Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to: 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;
_____	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.
_____	c)	Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
$1,627,726	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: 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.
_____	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;
_____	f)	Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
_____	g)	All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
$2,943,783		**TOTAL FUNDS AVAILABLE**

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

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.

Financial Viability Waiver

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

See Section 1120.130 Financial Waiver for information to be provided

APPEND DOCUMENTATION AS ATTACHMENT-40, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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

Provide Data for Projects Classified as:	**Category A or Category B (last three years)**	**Category B (Projected)**
Enter Historical and/or Projected Years:	Not Applicable - Applicant qualifies for the financial viability waiver as all of the project's capital expenditures are completely funded through internal sources.	
Current Ratio		
Net Margin Percentage		
Percent Debt to Total Capitalization		
Projected Debt Service Coverage		
Days Cash on Hand		
Cushion Ratio		

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

2 Variance

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

APPEND DOCUMENTATION AS ATTACHMENT 41, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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	Cost/Square Foot Mod.	Gross Sq. Ft. New	Gross Sq. Ft. Circ.*	Gross Sq. Ft. Mod.	Gross Sq. Ft. Circ.*	Const. $ (A x C)	Mod. $ (B x E)	
ESRD		$150			6,612				$991,800
Contingency									
TOTALS		$150			6,612				$991,800

* 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 Medicaidpatients. 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)			
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/Coapplicant Identification including Certificate of Good Standing	24-27
2	Site Ownership	28-44
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	45-47
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	48
5	Flood Plain Requirements	49-50
6	Historic Preservation Act Requirements	51-52
7	Project and Sources of Funds Itemization	53
8	Obligation Document if required	54
9	Cost Space Requirements	55
10	Discontinuation	N/A
11	Background of the Applicant	56-66
12	Purpose of the Project	67
13	Alternatives to the Project	68-70
14	Size of the Project	71
15	Project Service Utilization	72
16	Unfinished or Shell Space	N/A
17	Assurances for Unfinished/Shell Space	N/A
18	Master Design Project	N/A
19	Mergers, Consolidations and Acquisitions	N/A
	Service Specific:	
20	Medical Surgical Pediatrics, Obstetrics, ICU	N/A
21	Comprehensive Physical Rehabilitation	N/A
22	Acute Mental Illness	N/A
23	Neonatal Intensive Care	N/A
24	Open Heart Surgery	N/A
25	Cardiac Catheterization	N/A
26	In-Center Hemodialysis	73-146
27	Non-Hospital Based Ambulatory Surgery	N/A
28	General Long Term Care	N/A
29	Specialized Long Term Care	N/A
30	Selected Organ Transplantation	N/A
31	Kidney Transplantation	N/A
32	Subacute Care Hospital Model	N/A
33	Post Surgical Recovery Care Center	N/A
34	Children's Community-Based Health Care Center	N/A
35	Community-Based Residential Rehabilitation Center	N/A
36	Long Term Acute Care Hospital	N/A
37	Clinical Service Areas Other than Categories of Service	N/A
38	Freestanding Emergency Center Medical Services	N/A
	Financial and Economic Feasibility:	
39	Availability of Funds	147-222
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41	Financial Viability	224
42	Economic Feasibility	225-231
43	Safety Net Impact Statement	232-233
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ATTACHMENT 1

TYPE OF OWNERSHIP – CERTIFICATE OF GOOD STANDING

File Number 0375770-6

To all to whom these Presents Shall Come, Greeting:

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

USRC VILLA PARK, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JANUARY 05, 2012, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

Authentication #: 1205402138

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* 23TH *day of* FEBRUARY *A.D.* 2012 .

Jesse White

SECRETARY OF STATE

File Number 0345096-1

To all to whom these Presents Shall Come, Greeting:

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

USRC ALLIANCE, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON FEBRUARY 28, 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 #: 1205402166

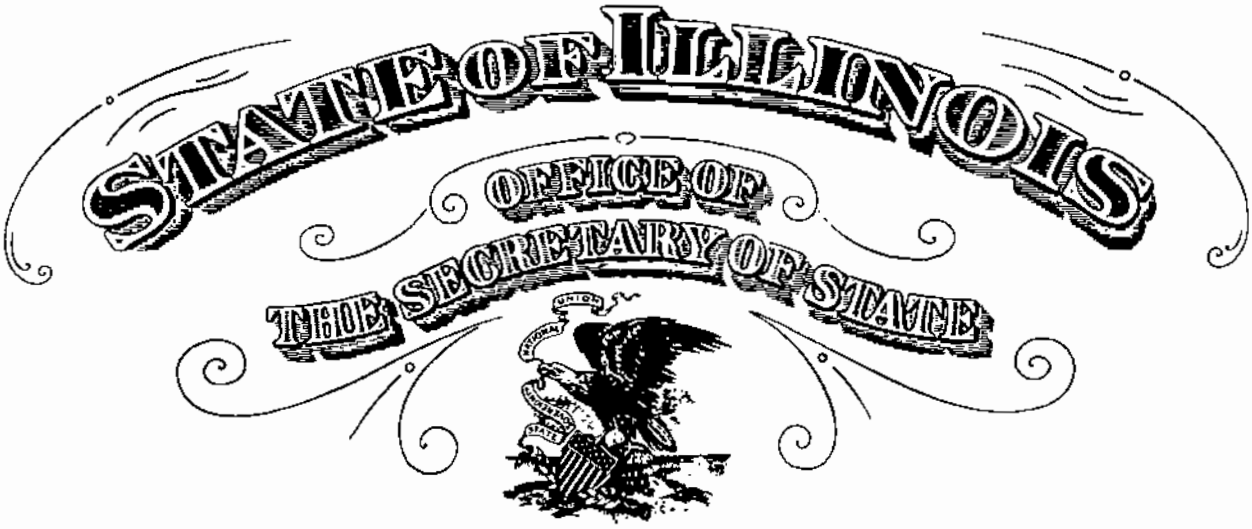
Authenticate at: http://www.cyberdriveillinois.com

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 23TH *day of* FEBRUARY *A.D.* 2012 .

Jesse White

SECRETARY OF STATE

File Number 6788-501-5



To all to whom these Presents Shall Come, Greeting:

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

U.S. RENAL CARE, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MAY 17, 2011, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

Authentication #: 1205402196

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* 23TH *day of* FEBRUARY *A.D.* 2012 .

Jesse White

SECRETARY OF STATE

ATTACHMENT 2

SITE OWNERSHIP – PROOF OF OWNERSHIP

ROYAL PLAZA COMMERCIAL LEASE

FEBRUARY 21, 2012

TERM OF LEASE: Ten (10) Years from date of Rent Commencement.

OPTION TO RENEW LEASE: Two (2) consecutive five (5) year renewals with 3% increase in base rent for each year of renewal.

ESTIMATED POSSESSION DATE: Date of approval of Certificate of Need or earlier if requested in writing by Lessee after execution of this Lease.

BEGINNING DATE: Date of Rent Commencement.

RENT COMMENCEMENT: One hundred and twenty days after approval of Certificate of Need on 6,612 square feet and approval of Lessee's architectural drawings by Lessor including loading dock and its access area. Lessee to begin payment of CAM commencing on date of approval of Certificate of Need, or earlier possession.

MINIMUM MONTHLY BASE RENT: $19.00 per square foot as shown below, with three percent (3%) annual increase on the anniversary of the rent commencement.

Year	Rent per Square Foot	Rent per Annum
1	$19.00	$125,628.00
2	$19.57	$129,396.84
3	$20.16	$133,297.92
4	$20.76	$137,265.12
5	$21.38	$141,364.56
6	$22.03	$145,662.36
7	$22.69	$150,026.28
8	$23.37	$154,522.44
9	$24.07	$159,150.84
10	$24.79	$163,911.48

MINIMUM MONTHLY ESTIMATED CAM: $2,093.51

PREPAID RENT: $60,000.00

LOCATION OF PREMISES: 200 E. North Avenue, Villa Park, Illinois, Unit 100

SQ/FT OF PREMISES: 6612 square foot

PRO RATA SHARE OF BUILDING FOR CAM PURPOSES: 17.2%

LESSEE'S USE OF PREMISES: Medical Clinic

LESSEE'S TRADE NAME: US Renal Care

LESSOR: Royal Plaza Management, LLC, an Illinois Limited Liability Company

LESSEE: USRC Villa Park, LLC

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto for the above Term.

LEASE COVENANTS AND AGREEMENTS

1. RENT. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated on Page 1 hereof, without deduction or offset, monthly in advance on the monthly date so specified by Lessor, until termination of the Lease, at Lessor's address stated above or such other address as Lessor may designate in writing. The base rent of $19.00 per square foot shall increase annually on the anniversary of the Rent Commencement on the initial square footage by three percent (3%) over the rent for the prior year.

2. UTILITY AND OTHER CHARGES. Lessee will pay, in addition to the rent above specified, all telephone, water, sewer, cable television, fire and burglar alarms, internet, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted and in case said rents and bills for said services shall not be paid when due, Lessor shall have the right, but not the obligation, to pay the same, which amounts so paid, together with any sums paid by Lessor, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter. The Premises shall be separately metered and Lessee shall commence payment of all such charges upon possession.

3. SUBLETTING; ASSIGNMENT. The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this Lease without, in each case, the consent in writing of Lessor first had and obtained, or which consent by Landlord shall not be unreasonably withheld; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs or notice in any place nor by advertising the same in any newspaper or place or manner whatsoever without, in each case the consent in writing of Lessor first had and obtained. Approval of a sublease by Landlord shall not relieve Lessee of any obligations under this Lease. If Lessee, or any one or more of the Lessees, if there by more than one, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this Lease.

4. LESSEE NOT TO MISUSE. Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committee or carried on in the Premises by

himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part, with "Lessee's Use of Premises" above as the sole permitted use.

5. CONDITION OF PREMISES UPON POSSESSION. Lessee has examined and knows the condition of the premises and has received the same in good repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this Lease that are not herein expressed. Lessee agrees to accept possession in "as is" condition.

After possession, Lessee shall complete all necessary tenant improvements at Lessee's sole cost. All such improvements shall be at Lessee's sole expense and shall be installed only in compliance with ordinances and permits approved by the Village of Villa Park.

Lessor shall construct a demising wall in accordance with the plan attached hereto as Exhibit X at Lessor's expense.

Lessee agrees to indemnify, hold harmless and defend Lessor from any mechanic lien claim arising out of the construction of the tenant improvements by Lessee. Lessee shall provide Lessor with a contractor's sworn statement and final lien waivers upon completion of the tenant improvements. No construction management or supervisory fee shall be due to Lessor for the tenant improvements.

6. REPAIRS AND MAINTENANCE. Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this Lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. If, however, the premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering, causing or constituting a termination of this Lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse

or neglect of the water, gas or electric fixtures. Lessor shall maintain and repair the structure, including the slab, floor, exterior walls and the roof. Lessee shall maintain and repair the HVAC system.

7. ACCESS TO PREMISES. With prior verbal notice to the Lessee from Lessor, Lessee shall allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examination or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent", and Lessee will not interfere with the same.

8. NON-LIABILITY OF LESSOR. Except as provided by Illinois statute and Illinois Law, Lessor shall not be liable to Lessee for any damages or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing upon of any sewer pipe or down-spout or from the bursting, leaking or running of any tank, tub, washstand, water closer or waste pipe, drain or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor the escape of steam or hot water from any radiator, nor for any damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-doors, stairs, walks to any other place upon or near Premises, or otherwise, nor for any damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, unless caused by the act, inaction, omission, or negligence of the Landlord.

9. RESTRICTIONS (SIGNS, ALTERATION, FIXTURES). Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about said premises; and shall make no changes or alteration in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or windows, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If Lessor does not desire to retain the same, Lessor may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this Paragraph shall not however, apply to Lessee's trade fixtures, equipment and movable furniture. Lessee may install a sign panel upon the existing pylon, and install channel lettering on building, all upon written approval of Lessor. All such signs shall be at Lessee's sole expense and shall be installed only in compliance with ordinances and permits approved by the Village of Villa Park.

10. FIRE AND CASUALTY. In case the Premises shall be rendered untenantable by fire,

explosion or other casualty, Lessor may, at his option, terminate this Lease or repair the Premises within sixty days. Any and all financial obligations of Lessee are abated pending return of the premises to the same condition prior to said fire. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and terminate.

11. TERMINATION; HOLDING OVER. At the termination of the term of this Lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return keys therefore to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such hold over constitutes the creation of a month to month tenancy, upon the terms of this Lease except at 150% the monthly rental for the last month of this Lease. Lessee shall also pay to Lessor all damages sustained by Lessor because of retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

12. LESSOR'S REMEDIES. If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of twenty (20) days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this Lease contained, Lessee's right to the possession of the Premises thereupon shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this lease shall thereupon terminate, and upon the termination of Lessee's right of possession, as aforesaid, whether this Lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may be reasonably necessary, and Lessor may re-possess himself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass of forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this Lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demand whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the term of this Lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's right to act without notice or demand or any other right hereby given Lessor, or as an election not to proceed under the provision of the Lease. Any and all waivers of Lessee granting any rights to the Landlord shall always be superceded by Illinois statute and law. Lessor has no rights greater than as may be afforded to Lessor pursuant to statute.

13. RIGHT TO RELET. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises or any part thereof, may, but need not (except as provided by Illinois statute and Illinois law), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, not to do any act whatsoever or exercise any care or diligence whatsoever, in or about the procuring of any tenant by Lessor in the reletting thereof. If a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the reasonable expenses of reletting and collection, including commissions to agents, and including the expenses of redecorating, Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder. At all times herein, there shall be a duty to mitigate.

14. COSTS AND FEES. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, necessary and incidental to incurred in enforcing any of the obligations of Lessee under this Lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this Lease. Lessor shall pay upon demand all Lessee's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessee, incurred in enforcing any of the obligations of Lessor under this Lease or in any litigation, negotiation or transaction in which Lessee shall, without Lessee's fault, become involved through or on account of this Lease due to the action or inaction of Lessor. In the case of any dispute or litigation between Lessor and Lessee, the prevailing Party shall be entitled to collect all costs, charges and expenses from the non-prevailing Party incurred in enforcing this Lease.

15. SUBORDINATION. "Lessee's rights under this Lease are all expressly subordinate, junior and inferior to the lien of any mortgage or deed of trust currently or in the future in effect against real estate and/or buildings of which the Premises are a part. The foregoing subordination shall be self-operative and no additional documentation shall be needed to effectuate the same. In the event of a foreclosure of the property of which the Premises are a part or other acquisition of such property in lieu of such foreclosure, Lessee shall, upon request of such foreclosing or acquiring party (the "New Owner"), nonetheless attorn to and respect such New Owner as the then owner of the property and thereby entitled to all rights of Lessor pursuant to this Lease, including, without limitation, the right to all rental payments. Notwithstanding the foregoing, it is further expressly agreed and understood that any such New Owner shall not assume or be deemed to assume any liabilities of Lessor pursuant to this Lease or otherwise solely by virtue of such New Owner's acceptance of title to all or a portion of the property, acceptance of rental or otherwise."

16. LESSOR'S LIEN. Except for vendor financing, Lessor shall have a first lien upon the interest of Lessee, under this Lease, to secure the payments of all moneys due under this Lease, which lien may be foreclosed in equity at any time when money is overdue under this Lease; and

the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him; however, any such lien right shall be subordinate to any Vendor or Lender based financing obtained by the Lessee.

17. REMOVAL OF OTHER LIENS. In event any lien upon Lessor's title results from any act or neglect of Lessee, Lessee will indemnify, hold harmless and defend Lessor, and provide adequate security for any mechanic's liens resulting from Lessee's renovation and improvement of the Premises. If Lessee fails to remove said lien or provide adequate security as aforesaid within ten days after Lessor's written notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's cost, expenses and counsel fees.

18. REMEDIES NOT EXCLUSIVE. The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment be deemed to be waived or terminated by the service of any five-day notice other than notice to collect, demand for possession, or notice that the tenant hereby created will be terminated on the date therein named, the institution of any action or forcible detainer or ejectment or any judgment for possession that may rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

19. NOTICES. Unless otherwise stated, notices may be served on either party, at the respective addresses, given at the beginning of this Lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by United States certified mail, return receipt requested, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is mailed.

20. MISCELLANEOUS. (A) Provisions typed on this Lease and all riders attached to this Lease and signed by Lessor and Lessee are hereby made a part of this lease. (b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part. (c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply to and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns. (d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another. (e) The words "Lessor" and "Lessee" wherever used in this Lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. If there is more than one Lessee, the warrant of attorney in paragraph 15 is given jointly and severally and shall authorize the entry of, appearance of, and waiver of

issuance of process and trial by jury by, and confession of judgment against any one or more of such Lessees, and shall authorize the performance of every other act in the name of and on behalf of any one or more such Lessees.

21. SEVERABILITY. If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

22. SET-OFFS. Lessee waives the right to make repairs at Lessor's expense under any law, statute or ordinance now or hereinafter in effect. Further, Lessee shall not deduct from the rent or CAM due to Lessor any amounts claimed by Lessee for any alleged default by Lessor under this Lease.

23. COMMON AREA MAINTENANCE (CAM). Lessee shall pay Lessor or Lessor's agent the pro-rata share of CAM charges for the Premises, being the sum stated on Page 1 hereof, without deduction or offset, monthly in advance, until termination of the Lease, at Lessor's address stated above or such other address as Lessor may designate in writing. The monthly payment of CAM is intended to compensate the Lessor for real estate taxes, all common area repairs and maintenance, advertising expenses related to the building, comprehensive general liability insurance, snowplowing, landscape maintenance, water and sewer bills, management fees, and other costs and expenses incurred by Lessor. The CAM, payable in equal monthly installments, will also be subject to adjustment at any time upon notice from Lessor to Lessee above the prior calendar year's CAM actual expenses. CAM will be reconciled annually on a calendar year basis, and said reconciliation will be completed by April of each calendar year. In the event that the Lessee has paid in excess of its pro-rata share, then Lessor shall credit Lessee same in the following year or refund same to Lessee. If Lessee has underpaid its pro-rata share, Lessee shall pay the amount necessary to pay its full pro-rata share by May 15th of each year.

24. PREPAID RENT. Upon execution of the Lease, Lessee will deposit $60,000 with Lessor that will be applied towards monthly rent, beginning in month six (6) of the lease term until the Prepaid Rent is fully exhausted.

25. CERTIFICATE OF NEED CONTINGENCY. The Lessee and Lessor acknowledge that Lessee will require a Certificate of Need in order to operate the proposed Medical Clinic on the Premises. Lessee shall be solely responsible to obtain said Certificate at its sole expense. Upon approval of such Certificate, Lessee shall given written notice to Lessor by certified mail, return receipt requested, within three (3) business days. In the event that Lessee does not give such notice of approval of the Certificate of Need within one hundred fifty (150) days after the execution of this Lease, this Lease shall terminate and Lessor shall retain the Earnest Money as liquidated damages.

26. CHANGES TO TERM OF LEASE. Commencing with the fifth anniversary of the Rent Commencement on the initial square footage, and continuing only for a period of 150 days

thereafter, Lessee may terminate the initial ten (10) year term of this Lease by giving Lessee 120 days written notice by certified mail, return receipt requested, of the termination of this Lease. Prior to the date for the term to end, as specified in said notice, Lessee shall pay to Lessor a sum specified by Lessor to be the unamortized (over the initial 10 year term) costs of Lessor incurred for this Lease, including, but not limited to, broker commissions, cost of demising wall and other construction, if any, by Lessor, attorney fees, rent abatement for period to obtain Certificate of Need, 120 day period prior to rent commencement, and other expenses, plus interest thereon at eight percent (8%) per annum from the date of this Lease to the date of payment by Lessee.

Not less than 180 days prior to the end of the initial ten year term of this Lease, Lessee may give Lessor written notice, by certified mail, return receipt requested, of Lessee's commitment to extend the term of this Lease by either five (5) or ten (10) additional years. If Lessee has extended this Lease for five (5) additional years, Lessee may give Lessor written notice of Lessee's written commitment to extend the term of this Lease for five (5) additional years, such written notice to be given not less than 180 days prior to the end of the extended five (5) year term of this Lease. On the first day of each year of any extension of term of this Lease, the base rent shall increase by three percent (3%) over the rent for the prior year.

27. PREMISES. Lessor shall not require Lessee to relocate within the property. Lessee shall have a right of first refusal on any adjacent space in the building in which the Premises is located. Lessor shall give Lessee written notice of any offer to rent adjacent space in the building, including the amount of space and the rent offered. Lessee shall have 15 business days from the date of such written notice to exercise its right to lease the additional space. If Lessee exercises its right to lease additional space, the additional space shall be leased upon the terms of this Lease with rent at the higher base rent of this Lease, as increased annually, or the rent offered by the prospective tenant as set forth in the Lessor's notice to Lessee.

28. RIDER. This Lease is subject to the Building Rules set forth in the Rider attached to and made a part of this Lease.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSOR:	LESSEE:
ROYAL PLAZA MANAGEMENT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY	_____
BY:_____	BY:_____
ITS:_____	ITS:_____

State of Illinois)
) ss.
County of_____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of ROYAL PLAZA MANAGEMENT, LLC and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he/she signed and delivered the said instrument, pursuant to authority given by the Members of said limited liability company, as his/her free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2012.

_____
Notary Public

State of _____)
) ss.
County of _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of _____ and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he/she signed and delivered the said instrument, pursuant to authority given by the _____ of said _____, as his/her free and voluntary act, and as the free and voluntary act and deed of said _____, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2012.

_____
Notary Public

COMMERCIAL LEASE RIDER

BUILDING RULES:

1. **Usage**: The premises may be used and occupied only for the purposes set forth in the Lease, and for no other purposes without Lessor's consent. Lessee shall comply with all laws and ordinances affecting the premises and the cleanliness, safety, and occupation and use of same.

2. **Condition.** Lessee shall keep the premises, always adjacent thereto, and any loading platforms and service areas utilized by Lessee free from rubbish and dirt at all times and shall store all trash and garbage within the premises, and shall use the area designated by Lessor for outside trash storage and pick up.

3. **The Rent**: The rent will always be paid on the first day of each month. Any rent that is ten (10) or more days delinquent will result in a $100.00 service charge and shall accrue interest at eighteen (18%) per annum. This will be strictly enforced.

4. **Parking**: The parking lot is to be considered shared parking for the entire building, except, Lessee shall have 5 marked reserved handicapped spaces, 10 marked reserved visitor spaces located near west entrance of Premises and 20 marked spaces in the building parking area. All marked spaces, and the location thereof, are under the control of Lessor, and are to marked by Lessee only upon written approval of Lessor.

5. **Damages:** The Lessee will be responsible to repair any and all damage that occurs to their unit or, to the extent caused by Lessee, to the building around their unit that has occurred. If repairs are not made, the Lessor may, subject to ten (10) days written notice and opportunity to cure, make the repair and bill the Lessee, and or take the funds from the security deposit.

6. **Antennas**: There will be no external wiring of any antenna, structure or anything of the sort to the building without the prior written approval of Lessor.

7. **Remodeling**: After completion of Lessee's initial build-out per plans and specifications approved by Lessor, no further remodeling, wiring or alteration of the build out Lessee space of the building will take place without the written consent of the Lessor to do so.

8. **Liability Insurance**: Lessee agrees, at its expense, from and after possession of the Premises, to maintain during the lease term, comprehensive liability insurance (including property damage) written by an insurance company licensed to do business in the state of Illinois, insuring Lessee, Lessor and the partners of Lessor (and other persons, firms or corporations designated by Lessor) against liability for injury to persons and or property and death of any persons in or about the premises in the minimum limits of $1,000,000.00 per occurrence/$2,000,000.00 aggregate/$1,000,000.00 product liability. Lessee shall keep and maintain plate glass insurance coverage.

9. **Property Insurance**: Lessee agrees at all times during the lease term to maintain on all its fixtures, inventory and equipment on the premises, fire and extended coverage insurance in the minimum limits of one hundred percent of their insurable value. The proceeds of which will be used for repair and replacement of inventory and equipment.

10. **Mechanic's Lien**: Lessee agrees to pay when due, all sums of money that may become due for or purporting to be due for any labor, services, materials, supplies, or equipment alleged to have been furnished or to be furnished for Lessee which may be secured by any mechanics or material lien against the property. Lessee will indemnify, hold harmless and defend Lessor, and provide adequate security for any mechanic's liens resulting from Lessee's renovation and improvement of the Premises.

11. **Signage**: To be installed per the Landlord's signage criteria. Lessee shall pay all signage expense.

12. **Maintenance**: Lessee is responsible to obtain a dumpster for the rear of the Premises, and provide for the garbage removal from dumpster. The Lessee will be responsible for the care and maintenance of Lessee's unit, i.e., cleaning, light bulbs, etc.

13. **Deliveries**: Deliveries may be made only to the west entrances of Premises, except that all deliveries by a tractor-trailer shall be made to the loading dock in the rear of the Premises.

14. **Awning**: Lessee at it sole expenses may install an awning on the West side of the Premises for patient drop off and pick up.

15. **Condition of Premises**: Upon termination of the Lease, Lessee shall surrender the premises, broom clean and in good condition, together with all alterations and improvements to the Premises, except movable furniture and Lessee's trade fixtures.

16. **Brokers**: Lessor will pay commissions to brokers under separate agreement, but no fee shall be due until required under such agreements and after approval of the Certificate of Need.

17. **Additional Rules**. Lessor shall have the right to promulgate additional rules for the Premises from time to time.

18. **Guarantee**: The guarantee attached hereto by _____ shall be executed by guarantor and shall be deemed a valid and binding obligation of guarantor.

LESSOR:

ROYAL PLAZA MANAGEMENT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

LESSEE:

_____

BY:_____ BY:_____

ITS:_____ ITS:_____

PERSONAL GUARANTEE

FOR VALUE RECEIVED, the undersigned hereby unconditionally guarantees the full performance and observance of all the covenants, conditions and agreements provided to be performed and observed by Lessee in and by that certain Lease, dated _____, by and between Royal Plaza Management, LLC, an Illinois limited liability company, as Lessor, and _____, a(n) _____, as Lessee, without requiring any notice of nonpayment, nonperformance, or nonobservance, or proof, or notice, or demand, whereby to charge the undersigned therefore, all of which the undersigned hereby expressly waives and expressly agrees that the validity of this agreement and the obligations of the guarantor hereunder shall in no wise be terminated, affected, or impaired by reason of the assertion by Lessor against Lessee of any of the rights or remedies reserved to Lessor, pursuant to the provisions of the Lease, or by reason of any assignment or subletting under the Lease. The undersigned further covenants and agrees that this guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of the lease.

The undersigned hereby covenants and agrees that in any action or proceeding brought by either the Lessor or the undersigned against the other on any matters whatsoever arising out of, under, or by virtue of the terms of said Lease or of this Guarantee, the undersigned shall and does hereby waive trial by jury.

_____

By:_____

Its:_____

SUBSCRIBED and SWORN to before me
this ____ day of _____, 2012.

_____
Notary Public

151686/1

ATTACHMENT 3

OPERATING IDENTITY/LICENSEE CERTIFICATE OF GOOD STANDING

File Number 0375770-6

To all to whom these Presents Shall Come, Greeting:

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

USRC VILLA PARK, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JANUARY 05, 2012, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

Authentication #: 1205402138

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* 23TH *day of* FEBRUARY *A.D.* 2012 .

Jesse White

SECRETARY OF STATE

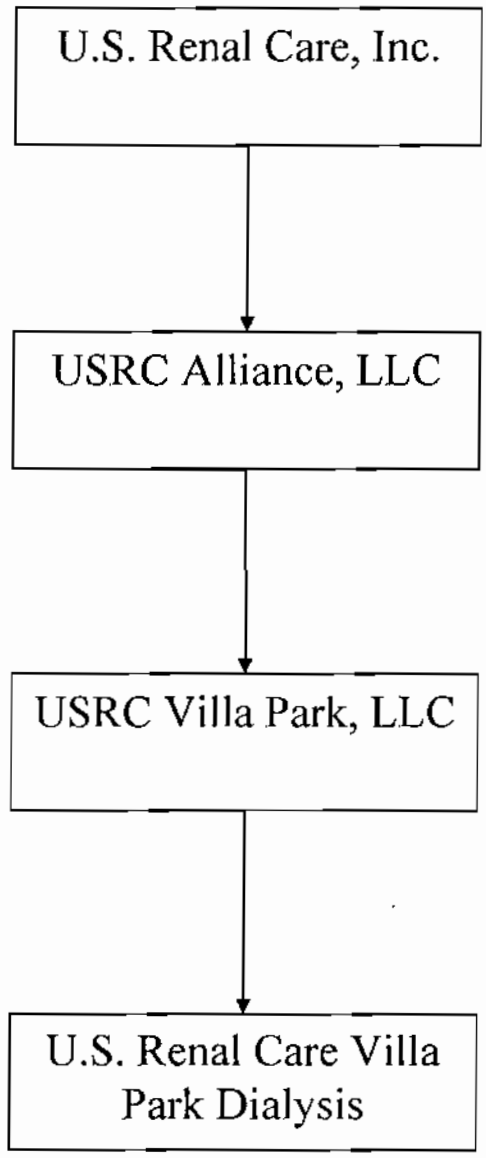
ATTACHMENT 3

PERSONS WITH 5% OR MORE OWNERSHIP INTEREST IN OPERATING ENTITY

Member	Direct/Indirect Ownership	Ownership Percentage
Mohammed Ahmed	Indirect	14.5%
Michael L. Cohan	Direct	10%
Martin K. Kittaka	Direct	10%
Anis Rauf	Indirect	14.5%

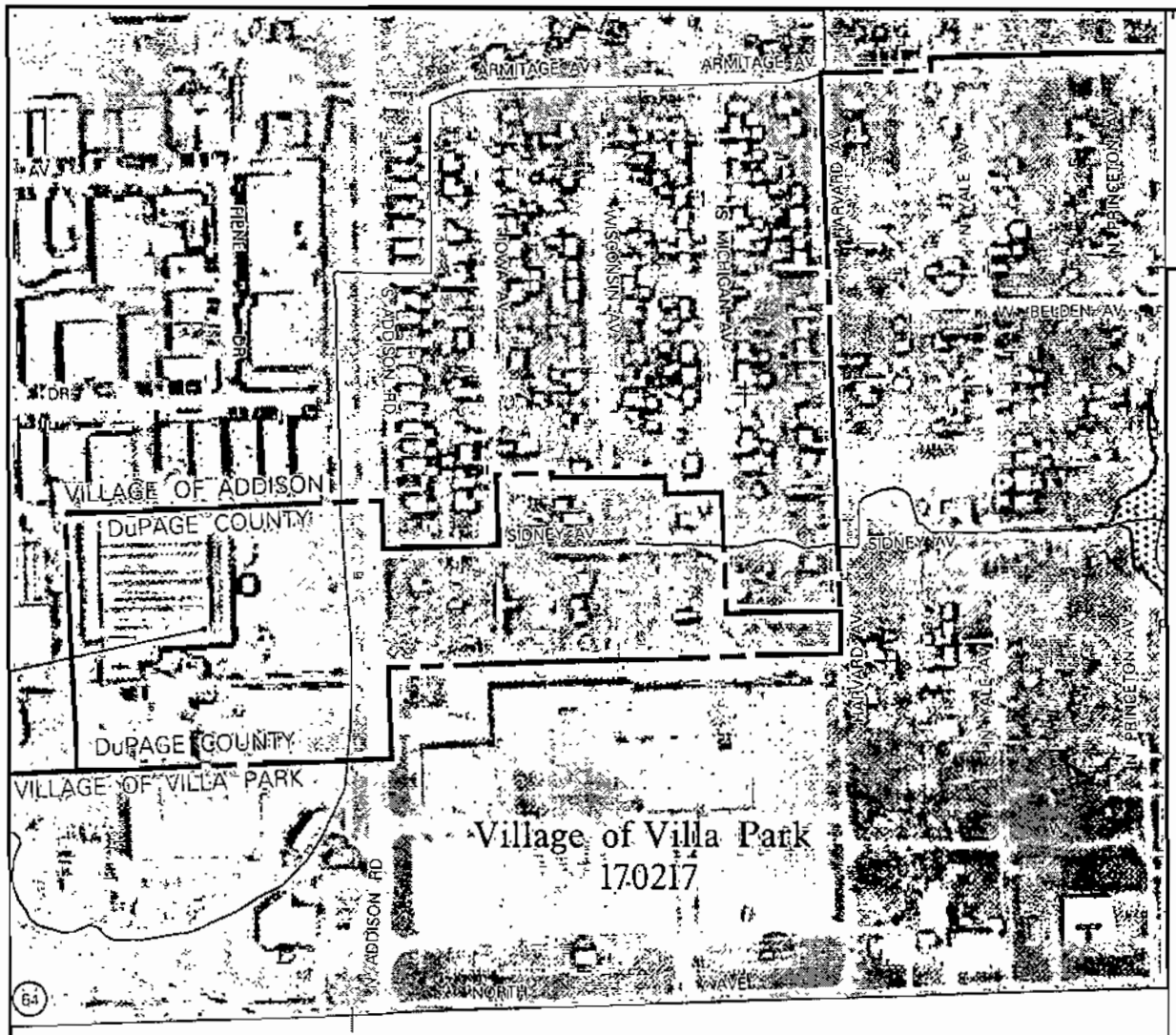
ATTACHMENT 4

ORGANIZATIONAL RELATIONSHIPS – ORGANIZATIONAL CHART



ATTACHMENT 5

FLOOD PLAIN REQUIREMENTS



National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

250 0 500 1000 FEET

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0308H

FIRM
FLOOD INSURANCE RATE MAP
DuPAGE COUNTY,
ILLINOIS
AND INCORPORATED AREAS

PANEL 0308 OF 1006

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
ADDISON, VILLAGE OF	170198	0308	H
DuPAGE COUNTY	170197	0308	H
ELMHURST, CITY OF	170205	0308	H
VILLA PARK, VILLAGE OF	170217	0308	H

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
17043C0308H

EFFECTIVE DATE
DECEMBER 16, 2004

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

ATTACHMENT 6

ILLINOIS HISTORIC PRESERVATION AGENCY LETTER

2114828-2

Illinois Historic
Preservation Agency

FAX (217) 782-8161

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

DuPage County
Villa Park
CON - Rehabilitation to Establish a Dialysis Facility
200 E. North Ave.
IHPA Log #007020112

February 16, 2012

Shawn Moon
Ungaretti and Harris
Three First National Plaza
70 W. Madison - Suite 3500
Chicago, IL 60602-4224

Dear Mr. Moon:

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

Our review of the records indicates that no historic, architectural or archaeological sites exist within the project area.

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

If you have any further questions, please contact me at 217/785-5027.

Sincerely,

Anne E. Haaker

Anne E. Haaker
Deputy State Historic
Preservation Officer

A teletypewriter for the speech/hearing impaired is available at 217-524-7128. It is not a voice or fax line.

ATTACHMENT 7

PROJECT COST/SOURCE OF FUNDS

ITEMIZATION OF COSTS NOT OTHERWISE IDENTIFIED IN THE PROJECT COST/SOURCE OF FUNDS TABLE

Cost Line Item	Amount
Architect Fees	$42,000
Computers & Wiring	$32,867
Dialysis Chairs / Scales	$13,000
Fair Market Value of Dialysis Machine Lease	$187,500
Leasehold Improvement	$991,800
Consulting and Other Fees	$30,000
Fair Market Value of Leased Space	$1,440,225
Medical / Biomed Equipment	$16,546
Misc	$11,244
Office Furniture / Equipment	$98,601
Water Treatment	$80,000

2114828-2

ATTACHMENT 8

OBLIGATION

Obligation will occur after permit issuance

ATTACHMENT 9

COST SPACE REQUIREMENTS

		Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
Dept. / Area	**Cost**	**Existing**	**Proposed**	**New Const.**	**Modernized**	**As Is**	**Vacated Space**
REVIEWABLE							
In-Center Hemodialysis	$2,943,783	0	6,612		6,612		
Total Clinical	$2,943,783	0	6,612		6,612		
NON REVIEWABLE							
Total Non-clinical							
TOTAL	$2,943,783	0	6,612		6,612		

2114828-2

ATTACHMENT 11

BACKGROUND OF THE APPLICANT

Please find the attached list of facilities considered "owned or operated" by the Applicant and certification from the Applicant.

DCA of Adel, LLC d/b/a U.S. Renal Care
Adel Dialysis
203 Robinson St
Adel GA 31620
(220) 896-4529
EIN: 56-2335380
License No. ESRD001228
Medicare No. 112733

DCA of Ashland, LLC d/b/a U.S. Renal Care Ashland Dialysis
113 N Washington St
Ashland VA 23005
(804) 752-3444
EIN: 27-0094841
License No. N/A
Medicare No. 492622

DCA of Barnwell, LLC d/b/a U.S. Renal Care Barnwell Dialysis
10708 Marlboro Ave
Barnwell SC 29812
(803) 541-7225
EIN: 20-2131118
License No. ERD-0179
Medicare No. 422615

DCA of Calhoun, LLC d/b/a U.S. Renal Care Calhoun Dialysis
105 Professional Pl
Calhoun GA 30701
(706) 624-4497
EIN: 20-4119620
License No. ESRD001266
Medicare No. 112770

DCA of Camp Hill, LLC d/b/a U.S. Renal Care Camp Hill Dialysis
158 S 32nd St Suite 19
Camp Hill PA 17011
(717) 731-0506
EIN: 26-1554083
License No. N/A
Medicare No. 392750

DCA of Carlisle, Inc. d/b/a U.S. Renal Care
Carlisle Dialysis
101 Noble Blvd Suite 103
Carlisle PA 17013
(717) 258-3099
EIN: 23-2869880
License No. N/A
Medicare No. 392627

DCA of Central Valdosta, LLC d/b/a U.S. Renal Care Central Valdosta Dialysis
506 N. Patterson St
Valdosta GA 31601
(229) 219-0099
EIN: 58-2617394
License No. ESRD001193
Medicare No. 112699

DCA of Chambersburg, Inc. d/b/a U.S. Renal Care Chambersburg Dialysis
765 54th Ave, Park 5th Ave Professional Center Suite A
Chambersburg PA 17201
(717) 263-9300EIN: 25-1810333
License No. N/A
Medicare No. 392648

DCA of Chesapeake, LLC d/b/a U.S. Renal Care Chesapeake Dialysis
305 College Parkway
Arnold MD 21012
(410) 431-5106
EIN: 20-4373428
License No. E2619
Medicare No. 112619

DCA of Chevy Chase, LLC d/b/a U.S. Renal Care Chevy Chase Dialysis
3 Bethesda Metro Center Suite B-005
Bethesda, MD 20814
(301) 652-3434
EIN: 75-2978031
License No. E2633
Medicare No. 21.2633

DCA of Cincinnati, LLC d/b/a U.S. Renal Care Mt Healthy Dialysis
7600 Affinity Pl
Mt Healthy OH 45231
(513) 931-7900
EIN: 31-1810465
License No. 0684DC
Medicare No. 362655

DCA of Columbus, LLC d/b/a U.S. Renal Care Columbus Dialysis
2360 Citygate Dr
Columbus OH 43219
(614) 428-4001
EIN: 20-8388926
License No. 0880DC
Medicare No. 362662

DCA of Delaware County, LLC d/b/a U.S. Renal Care Delaware County Dialysis
1788 Columbus Pike
Delaware OH 43015
(740) 369-4870
EIN: 20-5799636
License No. 0871DC
Medicare No. 362713

DCA of Eastgate, LLC d/b/a U.S. Renal Care Eastgate Dialysis
4600 Beechwood Rd Suite 900
Cincinnati OH 45244
(513) 528-3222
EIN: 26-4578574
License No. 0968DC
Medicare No. 362762

DCA of Edgefield, LLC d/b/a U.S. Renal Care Edgefield Dialysis
306 Main St
Edgefield SC 29824
(803) 637-3225
EIN: 20-2131213
License No. ERD-0149
Medicare No. 422602

DCA of Fitzgerald, LLC d/b/a U.S. Renal Care Fitzgerald Dialysis
402 S Grant St
Fitzgerald GA 31750
(229) 409-2221
EIN: 58-2596232
License No. ESRD001191
Medicare No. 112698

DCA of Hawkinsville, LLC d/b/a U.S. Renal Care Hawkinsville Dialysis
292 Industrial BLvd Suite 100
Hawkinsville GA 31036
(478) 892-8008
EIN: 20-8548207
License No. ESRD001199
Medicare No. 112707

DCA of Hyattsville, LLC d/b/a U.S. Renal Care Hyattsville Dialysis
4920 LaSalle Road
Hyattsville, MD 20782
(301) 277-0490
EIN: 26-3674421
License No. E2620
Medicare No. 212620

DCA of Kenwood, LLC d/b/a U.S. Renal Care Kenwood Dialysis
5150 E Galbraith Rd
Cincinnati OH 45236
(513) 791-2698
EIN: 26-4578451
License No. 0956DC
Medicare No. 362759

DCA of Mechanicsburg, LLC d/b/a U.S. Renal Care Mechanicsburg Dialysis
120 South Filbert St
Mechanicsburg PA 17055
(717) 790-6080
EIN: 23-3078802
License No. N/A
Medicare No. 392691

DCA of North Baltimore, LLC d/b/a U.S. Renal Care North Baltimore Dialysis
2700 N Charles St Suite 102
Baltimore MD 21218
(410) 243-4193
EIN: 20-4373297
License No. E2577
Medicare No. 212577

DCA of Norwood, LLC d/b/a U.S. Renal Care Norwood Dialysis
1721 Tennessee Ave
Cincinnati OH 45229
(513) 242-6733
EIN: 86-1117490
License No. 0773DC
Medicare No. 362681

DCA of Pottstown, LLC d/b/a U.S. Renal Care Pottstown Dialysis
5 S Sunnybrook Rod Suite 500
Pottstown PA 19464
(610) 718-1127
EIN: 47-0924656
License No. N/A
Medicare No. 392707

DCA of Rockville, LLC d/b/a U.S. Renal Care Rockville Dialysis
11800 Nebel St
Rockville MD 20852
(301) 468-3221
EIN: 06-1707727
License No. E2641
Medicare No. 212641

DCA of Royston, LLC d/b/a U.S. Renal Care Royston Dialysis
611 Cook St
Royston GA 30662
(706) 2345-0817
EIN: 20-0546217
License No. ESRD001105
Medicare No. 112719

DCA of SO GA, LLC d/b/a U.S. Renal Care South Georgia Dialysis
3564 N Crossing Cir
Valdosta GA 31602
(229) 249-3222
EIN: 22-3715287
License No. ESRD001180
Medicare No. 112688

DCA of South Aiken, LLC d/b/a U.S. Renal Care South Aiken Dialysis
169 Crepe Myrtle Dr
Aiken SC 29803
EIN: 20-2130991
License No. ERD-0156
Medicare No. 422604

DCA of Toledo, LLC d/b/a U.S. Renal Care Bowling Green Dialysis
1037 Conneaut Ave Suite 101
Bowling Green OH 43402
(419) 353-1080
EIN: 34-1933418
License No. 0631DC
Medicare No. 362630

DCA of Vineland, LLC d/b/a U.S. Renal Care Vineland Dialysis
1450 East Chestnut Ave Bldg 2 Suite C
Vineland NJ 08361
(856) 692-9060
EIN: 52-2180919
License No. 22278
Medicare No. 312551

DCA of Warsaw, LLC d/b/a U.S. Renal Care Warsaw Dialysis
4709 Richmond Rd
Warsaw VA 22572
(804) 333-4444
EIN: 13-4226110
License No. N/A
Medicare No. 492627

DCA of Wellsboro, Inc. d/b/a U.S. Renal Care Wellsboro Dialysis
223 Tioga St
Wellsboro PA 16901
(570) 724-3188
EIN: 25-1762601
License No. N/A
Medicare No. 392602

DCA of West Baltimore, LLC d/b/a U.S. Renal Care West Baltimore Dialysis
22 S Athol St
Baltimore MD 21229
(410) 947-3227
EIN: 75-3170570
License No. E2647
Medicare No. 112647

DCA of York, LLC d/b/a U.S. Renal Care York Dialysis
1975 Kenneth Rd
York PA 174808
(717) 764-8322
EIN: 76-0792137
License No. N/A
Medicare No. 392731

Keystone Kidney Care, Inc d/b/a U.S. Renal Care Bedford Dialysis
141 Memorial Dr
Everett PA 15537
(814) 623-2977
EIN: 25-1663054
License No. N/A
Medicare No. 392612

Keystone Kidney Care, Inc d/b/a U.S. Renal Care Huntingdon Dialysis
820 Bryan St Suite 4
Huntingdon PA 16652
(814) 643-3600
EIN: 25-1663054
License No. N/A
Medicare No. 392656

Pine Bluff Dialysis, Inc. d/b/a Kidney Center of McGehee
610 Holly St
Mc Gehee, AR 71654-2109
(870) 222-6700
EIN: 71-0855258
License No. N/A
Medicare No. 04-2565

Pine Bluff Dialysis, Inc. d/b/a Pine Bluff - U.S. Renal Care
2302 W 28th Ave, Suite C
Pine Bluff, AR 71603-5081
(870) 534-7400
EIN: 71-0855258
License No. N/A
Medicare No. 04-2564

U.S. Renal Care Boerne, LLC d/b/a U.S. Renal Care Boerne Dialysis
1595 South Main Suite 107
Boerne, TX 78006
(830) 816-3030
EIN: 43-2099925
License No. 008371
Medicare No. 67-2563

U.S. Renal Care Home Therapies, LLC
1313 La Concha Ln
Houston, TX 77054-1809
(713) 668-2744
EIN: 32-0223510
License No. 008644
Medicare No. 45-2840

U.S. Renal Care of Northeast Arkansas LLC d/b/a Paragould - U.S. Renal Care
901 W Kingshighway
Paragould, AR 72450
(870) 215-0187
EIN: 62-1826477
License No. N/A
Medicare No. 04-2562

USRC Advanced Home Therapies, LLC
396 Remington Blvd Suite 140
Bolingbrook IL 60440-4311
(630) 495-9356
EIN: 45-1627715
License No. N/A

Medicare No. Pending

USRC Altoona, LLC d/b/a U.S. Renal Care
Altoona Dialysis
200 E Chestnut Ave Suite 3-A
Altoona PA 16601
(814) 942-2569
EIN: 27-3164836
License No. N/A
Medicare No. 39-2786

USRC Atascosa County Dialysis, LLC d/b/a
U.S. Renal Care Atascosa County Dialysis
1320 W Oaklawn Rd
SUITE G&H
Pleasanton, TX 78064-4304
(830) 569-3052
EIN: 26-1394783
License No. 008674
Medicare No. 672631

USRC Azle, LP d/b/a U.S. Renal Care
Tarrant Dialysis Azle
605 Northwest Parkway Suite 1
Azle TX 76020
(817) 406-4331
EIN: 26-4113763
License No. 110026
Medicare No. 672652

USRC Bellaire Dialysis, LLC d/b/a U.S.
Renal Care Bellaire Dialysis
7243 Bissonnet Dr Suite A
Houston TX 77074
(713) 988.7200
EIN: 26-1527679
License No. 110013
Medicare No. 67-2657

USRC Bolingbrook, LLC d/b/a U.S. Renal
Care Bolingbrook Dialysis
EIN: 45-2119207
Medicare No. *under construction*

USRC Canton, LLC d/b/a U.S. Renal Care
Canton Dialysis
400 E TX 243 Suite 14
Canton TX 75103
(903) 567-2250
EIN: 26-2409182

License No. 008728
Medicare No. 672607

USRC Cheektowaga, Inc. d/b/a U.S. Renal
Care Cheektowaga Dialysis
2875 Union Rd Suite 13 C/D
Cheetowaga NY 14225
(716) 684-0276
EIN: 27-0789903
Medicare No. 33-2686

USRC Cleburne, LP d/b/a U.S. Renal Care
Tarrant Dialysis Cleburne
1206 W Henderson Suite A
Cleburne TX 76033
(817) 641-5530
EIN: 26-3465019
License No. 110025
Medicare No. 672650

USRC College Partnership, LP d/b/a Baylor
College of Medicine - Scott Street Dialysis
6120 Scott Street Ste F
Houston TX 77021
(713) 741-7059
EIN: 20-8317462
License No. 008624
Medicare No. 672605

USRC Dalton, LLC d/b/a U.S. Renal Care
Dalton Dialysis
1009 Professional Blvd
Dalton GA 30720-2506
(706) 278-1070
EIN: 27-3966564
License No. ESRD001109
Medicare No. 11-2524

USRC Delta, LP d/b/a U.S. Renal Care
Delta Dialysis
400 East Edinburg Blvd
Elsa, TX 78543
(956) 581-8489
EIN: 56-2584922
License No. 008419
Medicare No. 67-2557

USRC Downtown San Antonio, LLC d/b/a
U.S. Renal Care Downtown San Antonio
Dialysis
343 W Houston St Ste 209
San Antonio TX 78205
(210) 251-2824
EIN:26-3721871
License No. 110024
Medicare No. 67-2672

USRC Eagle Pass, LLC d/b/a U.S. Renal
Care Maverick County Dialysis
3420 Amy Street
Eagle Pass, TX 78852
(830) 773-8878
EIN: 56-2533704
License No. 008305
Medicare No. 67-2534

USRC East Ft Worth LP d/b/a U.S. Renal
Care Tarrant Dialysis East Fort Worth
6450 Brentwood Stair Rd
Fort Worth Texas 76112
(817) 888-3015
EIN: 27-3360902
License No. 110078
Medicare No. Pending

USRC Edinburg, LP d/b/a U.S. Renal Care
Edinburg Dialysis
206 Conquest
Edinburg, TX 78539
(956) 383-8488
EIN: 41-2166757
License No. 008539
Medicare No. 45-2890

USRC Friendswood Dialysis, LLC d/b/a
U.S. Renal Care Friendswood Dialysis
3324 E FM 528
Friendswood TX 77546
(281) 993-5067
EIN: 26-1527903
License No. 008692
Medicare No. 672624

USRC Gateway Dialysis, LLC d/b/a U.S.
Renal Care Gateway Dialysis
7171 New Hwy 90 West Suite 101
San Antonio, TX 78227
(210) 673-9200
EIN: 26-2064040
License No. 008664
Medicare No. 45-2851

USRC Grove, LLC d/b/a U.S. Renal Care
Grove Dialysis
1200 NEO Loop Suite B&C
Grove OK 74344
(918) 787-2900
EIN: 27-2194282
License No. N/A
Medicare No. Pending

USRC Harlingen, LP d/b/a U.S. Renal Care
Harlingen Dialysis
4302 Sesame Drive
Harlingen, TX 78550
(956) 365-4103
EIN: 41-2166755
License No. 008196
Medicare No. 45-2817

USRC Kingwood, LP d/b/a U.S. Renal Care
Kingwood Dialysis
24006 Hwy 59 North
Kingwood TX 77339
(713) 741-7059
EIN: 20-8996067
License No. 008603
Medicare No. 672604

USRC Laredo South LP d/b/a U.S. Renal
Care Laredo South Dialysis
4602 Ben Cha Road
Laredo, TX 78041
(956) 668-8484
EIN: 20-5786850
License No. 008497
Medicare No. 67-2566

USRC Laredo, LP d/b/a U.S. Renal Care
Laredo Dialysis
6801 McPherson Road Suite 107
Laredo, TX 78041
(956) 725-1202
EIN: 41-2166761
License No. 008197
Medicare No. 45-2823

USRC McAllen, LP d/b/a U.S. Renal Care
McAllen Dialysis
1301 East Ridge Road Suite C
McAllen, TX 78503
(956) 668-8484
EIN: 41-2166763
License No. 008198
Medicare No. 45-2820

USRC Medina County Dialysis, LLC d/b/a
U.S. Renal Care Medina County Dialysis
3202 Avenue G
Hondo, TX 78861
(830) 426-3843
EIN: 26-2175292
License No. 007311
Medicare No. 45-2765

USRC Mid Valley Weslaco LP d/b/a U.S.
Renal Care Mid Valley Weslaco Dialysis
1005 South Airport Drive
Weslaco, TX 78596
(956) 581-8489
EIN: 41-2166767
License No. 008429
Medicare No. 45-2870

USRC Mineral Wells, LP d/b/a U.S. Renal
Care Tarrant Dialysis Mineral Wells
2611 Highway 180 West
Mineral Wells TX 76067
(940) 468-2704
EIN: 26-4113811
License No. 110043
Medicare No. 67-2660

USRC Mission, LP d/b/a U.S. Renal Care
Mission Dialysis
1300 S Bryan Rd Suite 107
Mission, TX 78572-6626
(956) 581-8489
EIN: 41-2166764
License No. 110005
Medicare No. 67-2502

USRC Murray County, LLC d/b/a U.S.
Renal Care Murray County Dialysis
108 Hospital Dr
Chatsworth GA 30705-2058
(706) 517-4818
EIN: 27-3989608
License No. ESRD001178
Medicare No. 11-2685

USRC N Richland Hills LP d/b/a U.S. Renal
Care Tarrant Dialysis North Richland Hills
6455 Hilltop Drive Suite 112
North Richland Hills, TX 76180-6039
(817) 877-3934
EIN: 16-1774637
License No. 008430
Medicare No. 67-2554

USRC Oak Brook, LLC d/b/a U.S. Renal
Care Oak Brook Dialysis
EIN: 45-2119444
Medicare No. *under construction*

USRC Rio Grande LP d/b/a U.S. Renal Care
Rio Grande Dialysis
2787 Pharmacy Road
Rio Grande City, TX 78582
EIN: 41-2166762
(956) 487-2929
EIN: 41-2166762
License No. 008668
Medicare No. 45-2664

USRC SA Bandera Road LLC d/b/a U.S. Renal Care Bandara Road Dialysis
7180 Bandera Road
San Antonio, TX 78238
(210) 403-9493
EIN: 90-0185327
License No. 008087
Medicare No. 45-2895

USRC SA Houston Street, LLC d/b/a U.S. Renal Care Houston Street Dialysis
2011 East Houston Street Suite 102d
San Antonio, TX 78202
(210) 225-0004
EIN: 34-2011633
License No. 008134
Medicare No. 67-2506

USRC SA Pleasanton Road, LLC d/b/a U.S. Renal Care Pleasanton Road Dialysis
1515 Pleasanton Road
San Antonio, TX 78221
(210) 922-6255
EIN: 20-8968868
License No. 008588
Medicare No. 67-2510

USRC SA Tri County LLC d/b/a U.S. Renal Care Tri County Dialysis
14832 Main Street
Lytle, TX 78052
(830) 772-5784
EIN: 42-1639878
License No. 008135
Medicare No. 67-2507

USRC San Benito Dialysis Ltd d/b/a U.S. Renal Care San Benito Dialysis
295 North Sam Houston
San Benito, TX 78586
(956) 668-8484
EIN: 41-2166758
License No. 008215
Medicare No. 67-2514

USRC Streamwood, LLC d/b/a U.S. Renal Care Streamwood Dialysis
EIN: 45-2119831
Medicare No. *under construction*

USRC SW Ft Worth LP d/b/a U.S. Renal Care Tarrant Dialysis Southwest Fort Worth
5127 Old Granbury Road
Fort Worth, TX 76133-2017
(817) 877-3934
EIN: 16-1774638
License No. 008443
Medicare No. 67-2559

USRC Tarrant LP d/b/a U.S. Renal Care Tarrant Dialysis Central Fort Worth
4201 East Berry Street Suite 8
Fort Worth, TX 76105
(817) 531-0326
EIN: 87-0746621
License No. 008457
Medicare No. 45-2799

USRC Tarrant LP d/b/a U.S. Renal Care Tarrant Dialysis Fort Worth
1001 Pennsylvania Avenue
Fort Worth, TX 76104
(817) 877-5907
EIN: 87-0746621
License No. 008467
Medicare No. 45-2579

USRC Tarrant LP d/b/a U.S. Renal Care Tarrant Dialysis Grand Prairie
1006 North Carrier Parkway
Grand Prairie, TX 75050
(972) 263-7202
EIN: 87-0746621
License No. 008468
Medicare No. 45-2855

USRC Tarrant LP d/b/a U.S. Renal Care Tarrant Dialysis Mansfield
1800 Hwy 157 North Suite 101
Mansfield, TX 76063-3930
(682) 518-0126
EIN: 87-0746621
License No. 008464
Medicare No. 45-2896

USRC Tarrant LP d/b/a U.S. Renal Care Tarrant Dialysis North Fort Worth
1978 Ephriham Avenue
Fort Worth, TX 76106-6670
(817) 624-7811

EIN: 87-0746621
License No. 008454
Medicare No. 45-2838

USRC Tarrant LP d/b/a U.S. Renal Care
Tarrant Dialysis South Fort Worth
12201 Bear Plaza
Burleson, TX 76028
(817) 293-1978
EIN: 87-0746621
License No. 110071
Medicare No. 45-2637

USRC Tarrant, LP d/b/a U.S. Renal Care
Tarrant Dialysis Arlington
203 West Randol Mill Road
Arlington, TX 76011
(817) 275-7787
EIN: 87-0746621
License No. 008463
Medicare No. 45-2580

USRC Tarrant, LP d/b/a U.S. Renal Care
Tarrant Dialysis Tarrant County
1009 Pennsylvania Avenue
Fort Worth, TX 76104
(817) 877-1515
EIN: 87-0746621
License No. 008466
Medicare No. 45-2656

USRC Tonawanda, Inc. d/b/a U.S. Renal
Care Tonawanda Dialysis
3155 Eggert Rd
Tonawanda NY 14150
(716) 832-0159
EIN: 27-0789780
Medicare No. 33-2685

USRC Valley McAllen LP d/b/a U.S. Renal
Care Valley McAllen Dialysis
109 Toronto Suite 100
McAllen, TX 78503
(956) 994-3374
EIN: 41-2166760
License No. 008199
Medicare No. 45-2872

USRC Weatherford LP d/b/a U.S. Renal
Care Tarrant Dialysis Weatherford
504 Santa Fe Drive
Weatherford, TX 76086-6503
(817) 594-2832
License No. 008567
Medicare No. 67-2543

USRC West Fort Worth Dialysis LP d/b/a
U.S. Renal Care Tarrant Dialysis West Fort
Worth
1704 S Cherry Lane Suite 200
White Settlement, TX 76108-3629
(817) 367-0822
EIN: 26-1527980
License No. 008649
Medicare No. 672637

USRC Westover Hills, LLC d/b/a U.S.
Renal Care Westover Hills Dialysis
11212 State Highway Building Two Suite
100
San Antonio TX 78216
(210) 521-5923
EIN: 27-3170218
License No. 110073
Medicare No. Pending

USRC Williamsville, Inc. d/b/a U.S. Renal
Care Williamsville Dialysis
7964 Transit Rd Suite 8-A
Williamsville NY 14221
(716) 634-1841
EIN: 27-0789979
Medicare No. Pending

ATTACHMENT 11

BACKGROUND OF THE APPLICANT

USRC Villa Park, LLC

As required by 77 Ill. Admin. Code § 1110.230; I certify that no adverse actions have been taken against USRC Villa Park, LLC, or any facility owned or operated by the Applicant, by Medicare, Medicaid, or any State or Federal regulatory authority during the 3 years prior to the filing of this Certificate of Need application; and

As required by 77 Ill. Admin. Code § 1110.230; I authorize the Illinois Health Facilities and Services Review Board and Illinois Department of Public Health to access 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 related to this Certificate of Need application.

Signature

Thomas L. Weinberg
Printed Name

Manager
Title

Subscribed and sworn to before me this 28th day of Feb, 2012

Signature of Notary

Seal

LISA L. STEWART
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
2-27-2016

2114828-1

ATTACHMENT 12

PURPOSE OF THE PROJECT

The purpose of this project is to keep dialysis services accessible to a growing ESRD population in DuPage County (HSA 7) and to alleviate the current need for the provision of dialysis services within HSA 7. As identified in the Revised Needs Determinations for ESRD Stations dated February 21, 2012, HSA 7 currently has an unmet need for 108 additional stations. U.S. Renal Care Villa Park Dialysis will help alleviate this need by making 13 additional stations available to ESRD patients. The market area that U.S. Renal Care Villa Park Dialysis will serve is primarily a five mile radius around the facility including the Villa Park, Addison, Lombard, and Elmhurst areas. This facility is needed to accommodate the 80 ESRD patients that Applicant has identified from this area who will require dialysis services in the 24 months following project completion (40 patients annually).

In addition, this increase in ESRD patients is based upon current patient populations and does not include future patients that present with diagnoses of CKD4 or CKD5. As such, additional dialysis stations are required to meet the needs of these patients. The goal of U.S. Renal Care Villa Park Dialysis is to keep dialysis access available to this patient population as we continue to monitor the growth and provide responsible health care planning for this area.

ATTACHMENT 13

ALTERNATIVES

The alternatives to the Project are limited. The State's Revised Needs Determinations for ESRD Stations dated February 21, 2012, shows a need for 108 ESRD stations in HSA 7. This Project will establish 13 ESRD stations to meet the ESRD needs projected for HSA 7.

Alternative Options

1. A project of greater or lesser scope and cost

Projects of greater and lesser scope were considered in the planning stages of this project. The alternative of a project of lesser scope would not sufficiently meet the ESRD station needs of HSA 7. As indicated in the Purpose of the Project section, Applicant has identified 80 pre-ESRD patients that are anticipated to require dialysis services in the 24 months following project completion (40 patients annually). This increase in ESRD patients is based upon current patient populations and does not include future patients that may present with diagnoses of CKD4 or CKD5. As such, additional dialysis stations are required to meet the needs of these patients.

2. 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

The operating model for this project is consistent with the standard that U.S. Renal Care has implemented in various states. This model allows U.S. Renal Care to provide the quality patient care services required by its patients while controlling costs. Pursuing an alternate arrangement for the provision of these services may negate this proven operating model or otherwise dilute the benefits realized by patients of U.S. Renal Care.

3. Utilizing other health care resources that are available to serve all or a portion of the population the Project proposes to serve

Patients who require dialysis treatment are limited in their options to utilize other health care resources. Due to the high frequency of required treatment (3 treatments per week) and length of treatment, patients must be able to access conveniently located and effective facilities. For example, an incremental increase in drive time of 10 minutes would result an annual drive time increase of 52 hours.

Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of cost, 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. (See Attached Comparison Chart)

2114828-2

Comparison of Project to Alternative Options

Proposed Project	Alternative	Cost	Patient Access	Quality	Financial Benefits
Establish U.S. Renal Care Villa Park Dialysis	Project of Lesser Scope / No Project	Cost: $0 Alternative Option presents less cost to Applicant but may result in additional costs to patients in the form of travel time and lack of access to the desired provider of dialysis services.	Alternative Option results in reduction in patient access as ESRD patient population growth exceeds Station growth.	Alternative Option results in reduction in quality as ESRD patient population growth exceeds Station growth.	Alternative Option does not result in greater financial benefit to any stakeholders (patients, the state, Applicant).
Establish U.S. Renal Care Villa Park Dialysis	Joint Venture or other Arrangement	Cost: ≈ $2,943,783 Alternative Option would result in the same or similar total cost as the proposed project but distribute such costs among different parties.	Alternative Option would result in the same increased patient access as the proposed project.	Alternative Option would likely result in decreased quality as the provision of care through such an arrangement would represent a deviation from the proven model for the delivery of care established by Applicant.	Alternative Option does not result in greater financial benefit to any stakeholders (patients, the state, Applicant).
Establish U.S. Renal Care Villa Park Dialysis	Use Existing Resources	Cost: $0 Alternative Option presents less cost to Applicant but may result in additional costs to patients in the form of travel time and lack of access to the desired provider of dialysis services.	Alternative Option results in reduction in patient access as ESRD patient population growth exceeds Station growth.	Alternative Option results in reduction in quality as ESRD patient population growth exceeds Station growth.	Alternative Option does not result in greater financial benefit to any stakeholders (patients, the state, Applicant).

The applicant shall provide empirical evidence, including quantified outcome data, that verifies improved quality of care, as available.

Applicant maintains high levels of clinical quality for dialysis patients, on a corporate level U.S. Renal Care has accomplished a three month average patient outcomes of 92% of patients with a URR ≥65% and 92% of patients with Kt/V ≥ 1.2 for the period ending March 31, 2011. Applicant anticipates similar patient outcomes for the proposed project.

ATTACHMENT 14

SIZE OF THE PROJECT

Size of Project				
Department/Service	Proposed BGSF/DGSF	State Standard	Difference	Met Standard?
In-Center Hemodialysis	508 dgsf/Station	360-520 dgsf/Station	-18 dgsf/Station	Yes

The amount of physical space for the proposed project is necessary, and not excessive, for the provision of hemodialysis services. The 508 dgsf/station of the proposed project falls well within the state standard.

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ATTACHMENT 15

PROJECT SERVICES UTILIZATION

Utilization					
	Dept/Service	Historical Utilization/Patient Days etc.	Projected Utilization	State Standard	Met Standard?
Year 1	In Center Hemodialysis	N/A	30 patients / 38%	80%	NO
Year 2	In Center Hemodialysis	N/A	63 patients / 81%	80%	YES

Applicant has identified 509 current patients in the area with diagnoses of CKD3, CKD4 or CKD5. Of these patients, Applicant estimates that approximately 80 patients will require dialysis services in the 24 months following project completion (40 patients annually). Based on Applicant's experience 10% of CKD 3, 50% of CKD 4 and 80% of CKD 5 will require dialysis services within 3 years. When this project is completed, most all of the patients Applicant has identified will require dialysis services within 2 years following project completion.

ATTACHMENT 26

PLANNING AREA NEED

As identified in the most-recently available IDPH Revised Needs Determinations for ESRD Stations dated February 21, 2012, HSA 7 currently has an unmet need for 108 ESRD stations. U.S. Renal Care Villa Park Dialysis will help alleviate this need by making 13 additional stations available to ESRD patients.

ATTACHMENT 26

PLANNING AREA NEED – SERVICE TO PLANNING AREA RESIDENTS

USRC Villa Park, LLC proposes to establish a thirteen (13) station in-center hemodialysis and peritoneal dialysis facility at 200 East North Avenue, Villa Park, Illinois 60181. The facility will utilize leased space to be built out by Applicant. The facility will provide both in-center hemodialysis and peritoneal dialysis for patients with End Stage Renal Disease to provide necessary health care to the residents of DuPage County and HSA 7, where the proposed project will be physically located. The market area that U.S. Renal Care Villa Park Dialysis will serve is primarily a five mile radius around the facility including the Villa Park, Addison, Lombard, and Elmhurst areas.

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ATTACHMENT 26

PLANNING AREA NEED – SERVICE DEMAND – ESTABLISHMENT OF CATEGORY OF SERVICE

Projected Referrals – Attached in Appendix I is a physician referral letter attesting to the physician's total number of patients who have received care at existing facilities located in the area; the number of new patients located in the area that the physician referred for in-center hemodialysis for the most recent year; and an estimated number of patients that the physician will refer annually to the applicant's facility within a 24-month period after project completion, based upon the physician's practice experience.

ATTACHMENT 26

PLANNING AREA NEED – SERVICE ACCESSIBILITY

The planning area for the proposed facility possesses several factors which contribute to service restrictions for patients in the area.

Planning Area Need

As identified in the most-recently available IDPH Revised Needs Determinations for ESRD Stations dated February 21, 2012, HSA 7 currently has an unmet need for 108 ESRD stations. U.S. Renal Care Villa Park Dialysis will help alleviate this need by making 13 additional stations available to ESRD patients.

Observed ESRD Prevalence Rates in Certain Populations

ESRD differentially affects certain populations at rates higher than other populations. For example, ESRD prevalence rates are considerably higher among African-American and Hispanic demographic segments than among non-Hispanic white demographic segments. The African-American ESRD rate has been reported to be 3.6 times that among whites in the United States[1] at 5,205 per million population.[2] Similarly, peer reviewed academic articles demonstrate that ESRD prevalence among the Hispanic population, documented at a rate of 2,458 per million population, is materially higher than that of non-Hispanics.[3] The clinical literature has noted:

> a particularly rapid concomitant increase in the incidence and prevalence of end-stage renal disease (ESRD) in Hispanics observed in the United States during the last 2 decades. Compared with non-Hispanic whites, the incidence of ESRD in Hispanics is nearly 2-fold higher. Because of the high frequency of risk factors for ESRD in US Hispanics (eg, diabetes mellitus), it is anticipated that the Hispanic ESRD population will continue to undergo substantial growth.

Michael J. Fischer et al., CKD in Hispanics: Baseline Characteristics From the CRIC (Chronic Renal Insufficiency Cohort) and Hispanic-CRIC Studies, 58(2) Am. J. Kidney Dis. 214, at 214 (2011).

Obviously, if the 2-fold factor for incidence in this study is accurate, it contributes to the need determination issue, described below, in not taking into account any increased prevalence for Hispanics when the Hispanic population percentage grows. As a result, communities that demonstrate a growth in both the absolute number and percentage make-up of populations at

[1] U.S. Renal Data Service, 2010 Annual Data Report: Volume 2 Atlas of End Stage Renal Disease, at 255.
[2] *Id.* at 259.
[3] U.S. Renal Data Service, 2010 Annual Data Report: Volume 2 Atlas of End Stage Renal Disease, at 255-259; Claudia M. Lora et al., Chronic Kidney Disease in United States Hispanics: A Growing Public Health Problem, 19 Ethnicity & Disease 466, at 466 (2009); Michael J. Fischer et al., CKD in Hispanics: Baseline Characteristics From the CRIC (Chronic Renal Insufficiency Cohort) and Hispanic-CRIC Studies, 58(2) Am. J. Kidney Dis. 214, at 214 (2011).

higher risk for ESRD will experience a greater need for ESRD services.

In addition to ethnic prevalence rates, aging populations have also been associated with higher prevalence of ESRD. In 2008, populations aged 65 years and over experienced ESRD prevalence rates that were greater than 3.0 times the overall population.[4] Specifically, the ESRD prevalence rate for populations aged 65 to 74 years was 5,940.9 per million population as compared to an overall ESRD prevalence rate of 1,698.6 per million population. Similarly, the ESRD prevalence rate for populations aged 75 years and greater was 5,266.4 per million population.[5]

These differential rates of ESRD prevalence related to both ethnicity and age result in greater need for ESRD services when populations are composed of greater numbers of individuals who experience higher rates of ESRD prevalence, as is demonstrated below for HSA 7.

Demographic Profile of HSA 7

The change in the demographic profile of HSA 7 requires additional stations to ensure that dialysis services are available to area residents. The Need Determination does not sufficiently take into account the demographic mix of the HSA population and may understate the need for ESRD stations in the relevant HSA.

Ethnic Profile

The changing ethnic profile of HSA 7 increases the need for ESRD services in this area. As described above, the prevalence of ESRD differs between various ethnic groups which will affect a population's overall ESRD rate as the ethnic mix of the population changes. The communities comprising HSA 7 have undergone significant changes in the ethnic mix between the years 2000 and 2010. As demonstrated in Table 1 below, HSA 7 has seen a dramatic increase in both the "Hispanic or Latino" and "Black or African American alone" populations as tabulated using Census 2000 and 2010 data. Between 2000 and 2010, the "Hispanic or Latino" and "Black or African American alone" populations grew by over 187,000 individuals and 70,000 individuals, or by 47.0% and 20.3%, respectively. As a result of this explosive diversification of HSA 7, the ethnic profile of this HSA has changed dramatically. In particular, the "Hispanic and Latino" segment of the total population has been significant, expanding from 11.8% to 17.2% in HSA 7. As the populations above suffer from a higher prevalence of ESRD, the increase in such populations and resulting changing ethnic profile of HSA 7 increases the need for ESRD services in this area.

Table 1

HSA 7 Population by Race (2000 Census Data)

	Cook County	City of Chicago	Suburban Cook County*	DuPage County	Total Population
Hispanic or Latino	1,071,740	753,644	318,096	81,366	399,462
Black or African American alone	1,405,361	1,065,009	340,352	27,600	367,952
Total Population	5,376,741	2,896,014	2,480,727	904,161	3,384,888

[4] *See* U.S. Renal Data Service, 2010 Annual Data Report: Volume 2 Atlas of End Stage Renal Disease, at 258.

[5] U.S. Renal Data Service, 2010 Annual Data Report: Volume 2 Atlas of End Stage Renal Disease, Figure 2.12 *available at* www.usrds.org/2010/exc/v2_02.zip.

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HSA 7 Population by Race (2010 Census Data)

	Cook County	City of Chicago	Suburban Cook County*	DuPage County	Total Population
Hispanic or Latino	1,244,762	778,862	465,900	121,506	587,406
Black or African American alone	1,287,767	887,608	400,159	42,346	442,505
Total Population	5,194,675	2,695,598	2,499,077	916,924	3,416,001

HSA 7 Population by Race (2000-2010 Change)

	2000 Total Population	% Total	2010 Total Population	% Total	% Change
Hispanic or Latino	399,462	11.8%	587,406	17.2%	5.4%
Black or African American alone	367,952	10.9%	442,505	13.0%	2.1%
Total Population	3,384,888		3,416,001		

*Cook County excluding City of Chicago

The location of the proposed project, Villa Park, currently maintains a "Hispanic or Latino" population of 17.8% of the total population, which exceeds the same demographic population for the state of Illinois at 15.8%. Furthermore, the neighboring village of Addison currently maintains a Hispanic population of 40.1% of the total population. In terms of the demographic make-up of these areas, the Addison area has seen a dramatic increase in the population of Hispanic or Latino origin, increasing 45% from 10,198 individuals in 2000 to 14,212 individuals in 2010. This increase represents a change from 28.4% of the total Addison population in 2000 to 40.1% of the population in 2010. Similarly, the Villa Park area has also seen an increase in the population of Hispanic or Latino origin, increasing 40% from 2,770 individuals in 2000 to 3,894 individuals in 2010. This increase represents a change from 12.5% of the total Villa Park population in 2000 to 17.8% of the population in 2010.

Age Profile

The changing age profile of HSA 7 also increases the need for ESRD services in this area. As discussed above, individuals 65 years of age and over experience prevalence of ESRD at a greater rate than those under 65 years of age. In HSA 7, this population has grown between 2000 and 2010 and now comprises a greater proportion of the overall population, as demonstrated in the Table 2 below. In HSA 7, the population 65 years of age and over has grown by 28,539 individuals, representing a growth of 6.8%. The growth in these populations represents a significant aging of these communities and will result in greater need for ESRD services.

Table 2

HSA 7 Population by Age Group (2000 Census Data)

Age Group	Cook County	City of Chicago	Suburban Cook County*	DuPage County	Total Population	% Total
64 and under	4,746,476	2,597,211	2,149,265	815,367	2,964,632	87.6%
Between 65 and 74	328,628	159,915	168,713	45,558	214,271	6.3%
75 and over	301,637	138,888	162,749	43,236	205,985	6.1%
Total Population	5,376,741	2,896,014	2,480,727	904,161	3,384,888	100.0%

HSA 7 Population by Age Group (2010 Census Data)

Age Group	Cook County	City of Chicago	Suburban Cook County*	DuPage County	Total Population	% Total
64 and under	4,574,346	2,417,666	2,156,680	810,526	2,967,206	86.9%
Between 65 and 74	324,521	151,095	173,426	57,640	231,066	6.8%
75 and over	295,808	126,837	168,971	48,758	217,729	6.4%
Total Population	5,194,675	2,695,598	2,499,077	916,924	3,416,001	100.0%

*Cook County excluding City of Chicago

Need Determination for the In-Center Hemodialysis Category of Service

The increased ESRD prevalence rate for certain populations and the demographic shift that has occurred within HSA 7 results in an increased demand for ESRD stations above and beyond the number of stations calculated by the Need Determination for the In-Center Hemodialysis Category of Service (the "Need Determination"). The Need Determination, as currently formulated in 77 Ill. Admin. Code §1100.630, is based on the assumption that at the baseline time the existing rate of patients experiencing dialysis should determine future need. As such, if the population of the HSA increases, the need for stations increases proportionately (increased by a factor of 1.33 in the five year Need Determination). This approach may be reasonable if the demographic mix at the baseline time and predicted time are identical. But if the demographic mix changes and prevalence is not identical across population subgroups, it will not account for the change in mix. As such, variations in the demographic mix may result in increased station need.

An illustrative example of the effect of demographic mix changes can be provided through an examination of ESRD station need for incremental populations. As indicated in the following graphics, if a population increases by 100,000 individuals and the ESRD prevalence rate is assumed to be 1,699 per million population (representing the Overall Prevalence of ESRD as reported by the U.S. Renal Data Service), then the resulting station need to accommodate this population is 28 stations. If, however, the ESRD prevalence rate is adjusted to 4,718 per million population to account for populations with higher prevalence of ESRD (representing a mixed average of ESRD prevalence in high risk populations as reported by the U.S. Renal Data Service) then the resulting station need required to accommodate this incremental 100,000 individuals is 79 stations.

As a result, the failure of the Need Determination to take into account future variations in the demographic mix and the increased ESRD prevalence rate for certain populations renders the Need Determination insufficient to determine future need of ESRD stations.

NEED DETERMINATION—PREVALENCE RATES

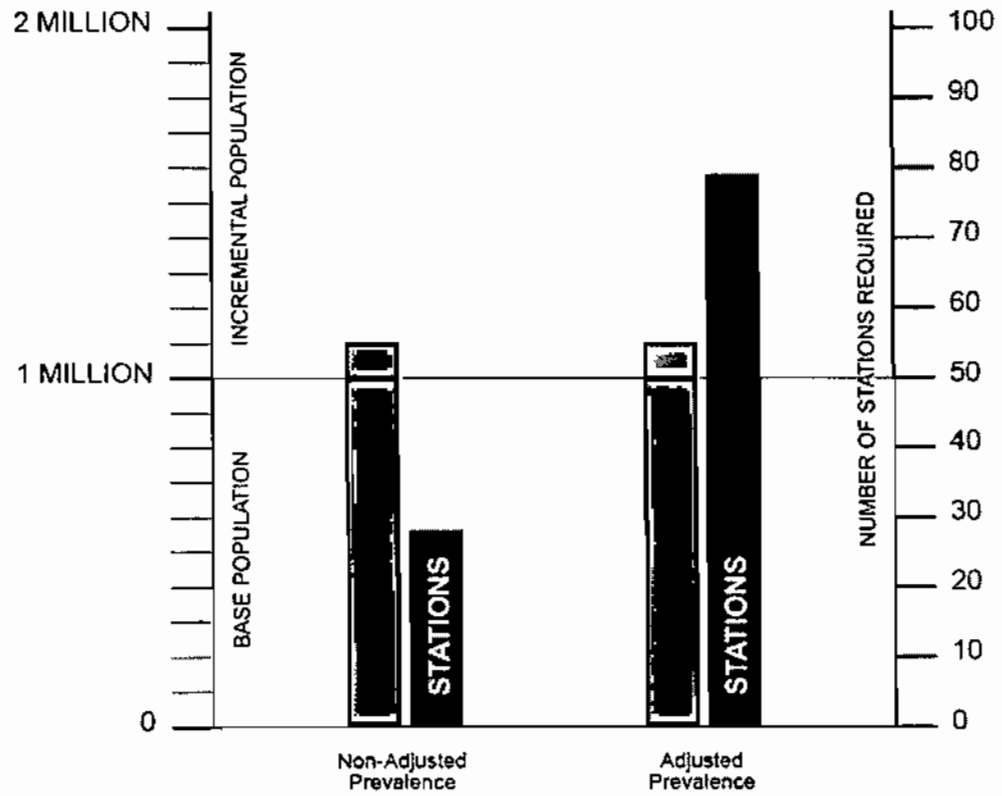
OVERALL PREVALENCE OF ESRD	1,699 per million population
Prevalence for Patients 65-74 years	5,941 per million population
Prevalence for Patients 75 years and over	5,266 per million population
Prevalence for African American Population	5,205 per million population
Prevalence for Hispanic Population	2,458 per million population
Average High Risk Prevalence (Mixed Average)	**4,718 per million population**

(Source: U.S. Renal Data Service, 2010 Annual Data Report: Volume 2 Atlas of End Stage Renal Disease, at 259)

APPLICATION OF ADJUSTED PREVALENCE

	Incremental Population	Prevalence Rate	Patients	Stations Required
Overall Prevalence	100,000	0.1699%	170	28
Average High Risk Prevalence	100,000	0.4718%	472	79

APPLICATION OF ADJUSTED PREVALENCE



Chronic Kidney Disease in United States Hispanics: A Growing Public Health Problem

Hispanics are the fastest growing minority group in the United States. The incidence of end-stage renal disease (ESRD) in Hispanics is higher than non-Hispanic Whites and Hispanics with chronic kidney disease (CKD) are at increased risk for kidney failure. Likely contributing factors to this burden of disease include diabetes and metabolic syndrome, both are common among Hispanics. Access to health care, quality of care, and barriers due to language, health literacy and acculturation may also play a role. Despite the importance of this public health problem, only limited data exist about Hispanics with CKD. We review the epidemiology of CKD in US Hispanics, identify the factors that may be responsible for this growing health problem, and suggest gaps in our understanding which are suitable for future investigation. (*Ethn Dis.* 2009;19:466–472)

Key Words: Chronic Kidney Disease, Hispanics, Health Care Disparities

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Introduction

Between 2004 and 2005, the number of Hispanic in the United States grew by 3.6 percent to reach a total of 42.7 million (representing nearly 15% of the total US population), making this the fastest growing segment of the population in the country.[1] A large increase has also occurred in the Hispanic end stage renal disease (ESRD) population. According to United States Renal Data System (USRDS), in 2005, there were 12,000 new cases of ESRD treated with dialysis or transplant in Hispanics, representing an increase of 63% since 1996. Hispanics have an incidence rate of ESRD which is 1.5 times greater than for non-Hispanics Whites.[2] This increase in ESRD cases not only translates into an increased burden to our health care system, but also emphasizes the importance of better understanding risk factors for chronic kidney disease (CKD) in Hispanics. In this review, we examine the epidemiology of CKD in US Hispanics, explore potential reasons for this growing public health problem, and highlight potential areas for future research.

Methods

We performed a qualitative review of the literature utilizing a PubMed search for the following keywords: chronic kidney disease, Hispanics, Latinos, end stage renal disease, diabetes, dialysis, transplantation, and health care disparities. In addition, we reviewed data from the USRDS[2,3] and the Organ Procurement and Transplantation Network.[4] For the purpose of this review, the term Hispanic ethnicity refers to all persons of Latin American origin living in the United States, unless indicated otherwise. Hispanics are culturally, socioeconomically, and genetically heterogeneous and represent a wide variety of national origins and social classes.[5] In terms of ancestry, US Hispanics originate from three populations: European settlers, Native Americans, and West Africans. The breakdown for the US Hispanic population is as follows: 64% Mexican, 9% Puerto Rican, 3.5% Salvadoran and 2.7% Dominican.[1] The remainder is of Central American, South American or other Hispanic or Latino origin.

Hispanics have an incidence rate of ESRD which is 1.5 times greater than for non-Hispanics Whites.[2]

Epidemiology of CKD in Hispanics

Glomerular filtration rate (GFR) estimating equations have been used to determine the prevalence of CKD in the United States. The abbreviated Modification of Diet in Renal Disease (MDRD) equation has been considered to be the most accurate available estimating equation for GFR and has been used widely in the literature and by a growing number of clinical laboratories.[6] Though the equation has been demonstrated to have validity across a spectrum of different subgroups,[7] there are no data regarding its validity in

Hispanics. This is a relevant concern because the serum creatinine concentration, which is used in the MDRD equation to calculate estimated GFR (eGFR), has been demonstrated to differ by racial/ethnic groups. In an analysis of serum creatinine levels in the National Health and Nutrition Examination Survey (NHANES) III, Mexican Americans had lower mean serum creatinine levels than non-Hispanic Whites or non-Hispanic Blacks.[8] The reasons for these differences are unknown. Similarly, a recent NHANES analysis of serum cystatin C, a potentially more sensitive marker of early kidney dysfunction than serum creatinine, reported lower levels of cystatin C in Mexican Americans compared with other racial/ethnic groups studied.[9] These differences in the distribution of serum creatinine and cystatin C levels in Hispanics reinforce the importance of rigorously evaluating the accuracy of GFR estimating equations in Hispanics.[10]

INCIDENCE AND PREVALENCE OF CKD IN HISPANICS

Mild to Moderate CKD

Information regarding earlier stages of CKD in Hispanics is limited. Several investigators have reported a higher prevalence of microalbuminuria in Hispanics compared with non-Hispanic Whites.[11–13] In contrast to these findings, a recent analysis of NHANES III data suggests that the prevalence of CKD may be lower in Mexican Americans than in non-Hispanic Whites or non-Hispanic Blacks. In an analysis of NHANES III, moderately decreased kidney function (eGFR 30–59 mL/minute/1.73 m^2) was most prevalent among non-Hispanic Whites (4.8%) and non-Hispanic Blacks (3.1%) and least prevalent in Mexican Americans (1.0%).[14] Between NHANES 1988 to 1994 and 1994 to 2004, the prevalence of CKD rose among Mexican Americans but continued to be lower than that observed in non-Hispanic Whites and Blacks.[15]

These data are not consistent with the higher prevalence rates of ESRD in Hispanics. One potential explanation is that Hispanics have a higher risk of ESRD because of more rapid progression of CKD after its onset, rather than simply a larger pool of individuals with CKD. The findings could also be related to methodological issues related to the sample size or sampling bias. Furthermore, as discussed earlier, the validity of the MDRD equation has not been established in Hispanics and utilizing the equation in Hispanics could be an important potential source of error. Lastly, NHANES includes only Mexican Americans and these findings may not be generalizable to other Hispanic subgroups.

End Stage Renal Disease (ESRD)

It is well established that Hispanics have a higher prevalence of ESRD than non-Hispanic Whites. The increased prevalence of treated ESRD in Hispanics was first recognized in the 1980s. Using data from the state of Texas, Mexican Americans were found to have an excess of ESRD compared with non-Hispanic Whites with an incidence ratio of 3.[16] For diabetic ESRD, Mexican Americans had an incidence ratio of 6 compared with non-Hispanic Whites. The first study at a national level analyzed male Hispanics identified in Medicare ESRD program data files. Using common Spanish surnames to identify cases, it was found that Hispanics developed ESRD at a younger age than non-Hispanic Whites; and between 1980 and 1990, ESRD incidence rates increased more for Hispanics.[17] In 1995, the USRDS began to acquire data regarding Hispanic ethnicity. In 2006, the adjusted incidence rate for ESRD in Hispanics was 1.5 times higher than for non-Hispanic Whites.[2] Furthermore, between 1996 and 2005, the incidence rate for Hispanics increased by 63%.[2] In contrast, Burrows et al examined trends in age-adjusted ESRD rates and reported that the age-adjusted ESRD rate in Hispanics decreased by approximately 15%, from 2000 to 2005 (530.2 vs 448.9).[18] However, there was an overall increase in the age-adjusted incidence rates in Hispanics in 2005 as compared with 1995 (448.9 vs 395.0). It is apparent that a longer period of follow-up time is needed to better characterize trends. The leading causes of ESRD requiring dialysis in Hispanics and non-Hispanic Whites are described in Table 1. Diabetes accounts for 59% of prevalent cases of ESRD in Hispanic compared with 39% of cases in non-Hispanic Whites.[3] Unfortunately, data regarding causes of ESRD by Hispanic subgroup are not available.

Table 1. Leading causes of ESRD requiring dialysis in Hispanics and non-Hispanic Whites in 2000[3]

Primary disease	Hispanics	Non-Hispanic Whites
Diabetes	58.8%	38.8%
Hypertension/large vessel disease	16.2%	23.7%
Glomerulonephritis	9.1%	9.9%
Etiology uncertain	3.5%	4.0%
Other	12.4%	23.6%

The incidence and severity of diabetes are important factors in the excessive incidence of diabetic ESRD observed in Hispanics. The prevalence of diabetes in Hispanics has been estimated to be approximately 1.5 to 3 times that seen in the non-Hispanic White population and its incidence is rising.[19] Moreover, Hispanics have been found to have lower rates of glucose self-monitoring and poorer glycemic control compared with non-Hispanic Whites.[20] Hispanics with diabetes may be at increased risk to develop diabetic nephropathy. Mexican American diabetics in San Antonio, Texas had a higher prevalence of proteinuria than non-Hispanic White diabetics from Wisconsin.[21] However,

no such difference was observed in the San Luis Valley.[22] The importance of non-diabetic CKD in Hispanics is not completely understood. Though hypertension is less prevalent in Hispanics, Mexican Americans had the highest rate of uncontrolled hypertension in NHANES III.[23] Data from Texas and the USRDS demonstrate a higher incidence of ESRD due to hypertension in Hispanics than in non-Hispanic Whites.[16,24]

Progression of CKD in Hispanics

Only limited information is available regarding progression rates and risk factors for CKD in Hispanics. In a multivariable retrospective analysis of a cohort of 263 type 2 diabetic ESRD patients, Mexican ethnicity and female sex were found to hasten the decline of renal function.[25] A post hoc analysis of the Reduction of Endpoints in NIDDM with the Angiotensin II Antagonist Losartan Study (RENAAL) found that Hispanics had the highest risk for ESRD compared with Blacks and Whites.[26] However, the majority of Hispanics in this study were from Latin American countries and therefore, the findings may not be applicable to US Hispanics. A recent analysis of patients enrolled in Kaiser Permanente of Northern California, a large integrated healthcare delivery system, has clarified the risk of ESRD in US Hispanics with CKD.[27] In 39,550 patients with stage 3 to 4 CKD, Hispanic ethnicity was associated with almost a two-fold increased risk for ESRD when compared with non-Hispanic Whites. This increased risk was attenuated to 33% after adjustment for diabetes, medication use, and other characteristics. Thus, the risk for progression to ESRD in Hispanics is only partially explained by diabetes.

Even less is known about progression rates and risk factors for non-diabetic CKD in Hispanics. Some reports suggest that certain glomerular diseases may be more severe and progress more often in Hispanics than in non-Hispanic Whites.[28–30] In a recent examination of rates of progression in 128 patients with proliferative lupus nephritis, Barr et al. found that Hispanic ethnicity was independently associated with progression of CKD.[30] Another study examining patients with lupus found that Texan-Hispanic ethnicity was more likely to be associated with nephritis than Puerto Rican ethnicity.[31] This suggests that outcomes can vary by Hispanic subgroup.

US Hispanics have been poorly represented in large prospective CKD studies. The ongoing NIDDK-sponsored Hispanic Chronic Renal Insufficiency Cohort Study (HCRIC) is investigating risk factors for CKD and cardiovascular disease (CVD) progression in a cohort of 326 Hispanics with CKD. This study is based at the University of Illinois at Chicago and is an ancillary study to the NIDDK-sponsored CRIC Study.[32]

Metabolic Syndrome and CKD

Recent analyses of NHANES III data found that metabolic syndrome affects over 47 million Americans and that the problem is more pronounced in Hispanics.[33,34] Mexican Americans have the highest age-adjusted prevalence of metabolic syndrome (31.9%) compared with non-Hispanic Whites (23.8%) and Blacks (21.6%).[33] There is now emerging evidence supporting a relationship between metabolic syndrome and CKD.[35–38] In a prospective cohort study of Native Americans without diabetes, metabolic syndrome was associated with an increased risk for developing CKD.[39] In non-diabetic subjects with normal kidney function enrolled in the Atherosclerosis Risk in Communities Study (ARIC), investigators found an adjusted odds ratio of developing CKD in participants with metabolic syndrome of 1.43 compared with participants who did not have the syndrome.[38] These data suggest that metabolic syndrome could be an important factor in the Hispanic CKD population.

DISPARITIES IN HEALTH CARE AND PREVALENCE AND PROGRESSION OF CKD

The importance of healthcare disparities in CKD has received increased recognition,[40] but little is known regarding the impact of healthcare disparities on health outcomes in Hispanics with CKD. It is well substantiated that there are considerable disparities in health care for Hispanics.[20] According to a report by the Commonwealth Fund, nearly two-thirds (65%) of working-age Hispanics with low incomes were uninsured for all or part of the year in 2000.[41] Using NHANES III data, Harris evaluated healthcare access and utilization, and health status and outcomes for patients with type 2 diabetes.[20] Mexican Americans below age 65 years had lower rates of health insurance coverage than non-Hispanic Whites and Blacks (66% vs 91% and 89%, respectively). Furthermore, Mexican Americans with private insurance or a high school education or more were more likely to have normoalbuminuria.[20] The quality of care received by Hispanics may also play a role in the progression of kidney disease. Hispanics with diabetes are less likely to report having had a foot exam or glycosylated hemoglobin testing.[42] As noted earlier, Mexican American in NHANES III had the highest rate of uncontrolled hypertension.[23] Lastly, Ifudu et al reported that non-Whites, including Hispanics, are more likely to receive a late referral to a nephrologist for CKD management.[43] This study was limited by the low number of Hispanics in the analysis. These findings suggest that quality of care may play a role in the high prevalence of ESRD in this population.

Patient-centered factors may play a particularly important role for Hispanics include language, health care literacy, acculturation, social support, and trust in healthcare providers. Hispanics who are recent immigrants face a number of potential barriers to health care, includ-

ing lack of familiarity with the healthcare system and language barriers. Spanish-speaking Hispanics are less likely to be insured, have access to care and use preventive health services.[41,44] Trust in the healthcare system is another important factor because it has been found to be significantly related to adherence.[45] Doescher et al found that Hispanics reported significantly less trust in their physician than non-Hispanic Whites.[46] Finally, social support, defined as resources provided by a network of individuals or social groups, has been found to have direct effects on health status and health service utilization.[47] There have been no published studies to date focusing on patient-centered factors in Hispanics with CKD. However, it seems reasonable to speculate that these factors amplify CKD and associated CVD risk.

CARDIOVASCULAR DISEASE IN HISPANICS WITH ESRD AND EARLIER STAGES OF CKD

Several studies have found that Hispanics may have lower all-cause and CV mortality rates than non-Hispanic Whites.[48–50] The term, Hispanic paradox, has been used to describe the lower than expected mortality rates despite the increased incidence of diabetes and obesity, lower socioeconomic status, and barriers to health care.[51] A number of explanations have been proposed, including socio-cultural factors, ethnic misclassification, incomplete ascertainment of deaths, and the healthy migrant effect.[36,52] In the ESRD population, Hispanics, Blacks, and Asians have a lower risk of death than non-Hispanic Whites, regardless of diabetes status.[24,53–55] In a recent analysis of a national, random sample of hemodialysis patients, Hispanics had an adjusted 12-month mortality risk that was 25% lower than non-Hispanic Whites.[53] The reasons for the lower ESRD mortality rates are not completely understood, but differences in survival have been noted among Hispanic subgroups with Mexican-Americans, Cuban Americans and Hispanic-other having an increased survival advantage compared with Puerto Rican Americans.[56] These findings suggest that sociocultural or genetic differences may play a role in these lower ESRD mortality rates and demonstrating the importance of examining health outcomes in subgroups of Hispanics.

Less is known regarding CVD risk and disease in Hispanics with earlier stages of CKD. An analysis of mortality rates of adults with CKD in NHANES found no difference in CVD or all-cause mortality in Mexican Americans compared with non-Hispanic whites.[57] In contrast, Hispanic veterans with diabetic CKD experienced a lower 18-month mortality rate than non-Hispanic Whites.[58] Though Hispanics in Kaiser Permanente of Northern California had an increased rate of ESRD, Hispanic ethnicity was associated with 29% lower adjusted mortality rate and 19% lower adjusted rate of CVD events as compared with non-Hispanic Whites, even after accounting for major cardiovascular risk factors, comorbidities and use of preventative therapies.[27] Again, the reasons for these differences are not known.

END-STATE RENAL DISEASE CARE IN US HISPANICS

Dialysis

Analysis of USRDS data reveals that Hispanics are 1.47 times more likely than non-Hispanic Whites to have late initiation of dialysis.[59] At the start of dialysis, Hispanics tend to have slightly lower hematocrit levels and are 13% less likely to be on erythopoeisis stimulating agents compared with non-Hispanic Whites.[60] An analysis of a random sample of Medicare eligible adults on hemodialysis in 1997 revealed that, compared with non-Hispanic Whites, Hispanics on hemodialysis are more likely to be female, younger, and have diabetes.[61] Hispanics tend to have higher albumin levels and similar hematocrit levels compared to non-Hispanic Whites.[53,61,62]

Little is known about ESRD care in the United State for unauthorized immigrants. Of the 11.8 million unauthorized immigrants in the United States, more than 8.46 million are Hispanic.[63] The incidence rate for ESRD for this population is unknown. Many of these undocumented aliens do not receive systematic care before initiation of dialysis. The quality and availability of pre-ESRD care for unauthorized immigrants has not been systematically studied. A small study of undocumented ESRD patients initiating dialysis in New York City found that these patients had higher serum creatinine concentration and lower eGFR, higher systolic blood pressure, and greater costs for the hospitalization associated with the initiation of dialysis.[64] However, a limitation of this study was that it only included 33 Hispanics. An important issue regarding the dialysis of unauthorized immigrants is the compensation for dialysis, which varies by individual state and may limit the availability of long-term dialysis for undocumented aliens who are then forced to receive dialysis on an emergent basis only.[65] The cost of care for undocumented ESRD patients receiving dialysis on an emergent basis is 3.7 times higher than for those unauthorized immigrants receiving long-term maintenance dialysis.[66] End-stage renal disease in unauthorized immigrants is of great public health and economic concern and warrants future research and re-evaluation of current policies.

Transplantation

Limited data exist that suggest that Hispanics are equally likely to be referred for renal transplantation but are less likely to progress beyond the early stages of the transplant evaluation

with some of the reasons including financial concerns, fear of the surgery, and preference for dialysis.[67] Perhaps for this reason, Hispanics are underrepresented on kidney waiting lists relative to the prevalence of CKD in this population.[68] Once placed on the transplant wait list, Hispanics have a longer unadjusted median time to transplant than non-Hispanic Whites.[4] Factors that potentially contribute to the longer time on the wait list include lower rates of organ donations in Hispanics relative to Whites,[69,70] less knowledge and more fear-related barriers to living organ donation,[71] and ethnic differences in the frequency of HLA alleles coupled with current allocation policies.[72] Data regarding graft survival in Hispanics have not been uniform, with some studies suggesting that Hispanics and non-Hispanic Whites have similar rates of graft survival,[73,74] while other studies have demonstrated poorer rates of graft survival in Hispanics.[75] More recently, Gordon et al found better patient and graft survival in Hispanics compared with non-Hispanics.[76] Further studies are needed to clarify whether Hispanic ethnicity influences post-transplant outcomes. In addition, policies are needed to address specific barriers within the transplant evaluation process for Hispanics to ensure appropriate access to this important therapy.

Compared with non-Hispanics Whites, Hispanics have an increased incidence of ESRD that appears independent of known clinical risk factors.

CONCLUSION

Chronic kidney disease is a growing and under-recognized health problem for US Hispanics. Compared with non-Hispanics Whites, Hispanics have an increased incidence of ESRD that appears independent of known clinical risk factors. Furthermore, among patients starting at the same level of CKD, Hispanics are at increased risk for progression to ESRD. Interestingly, data from NHANES suggest that the prevalence of CKD with decreased eGFR, at least in Mexican Americans, is lower than in non-Hispanic Whites. The reason for this discrepancy is unclear but could be related to more rapid progression of CKD. Many questions remain unanswered including: factors influencing CKD progression and CVD outcomes; the validity of current GFR estimating equations; insights into differences in outcomes among Hispanic subgroups; and the impact of health care disparities on CKD. For these reasons, future research is needed to better understand the epidemiology and complications of CKD in US Hispanics. Furthermore, it is essential that adequate numbers of US Hispanics are included in future interventional trials to provide the necessary evidence base to guide prevention and therapeutic strategies for CKD and ESRD.

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Acquisition of data: Lora, Daviglus, Kusek, Porter, Ricardo, Go, Lash
Data analysis and interpretation: Lora, Daviglus, Kusek, Porter, Ricardo, Go, Lash
Manuscript draft: Lora, Lash
Administrative, technical, or material assistance: Lora, Daviglus, Kusek, Porter, Ricardo, Go, Lash
Supervision: Lora, Lash

AJKD

Original Investigation

CKD in Hispanics: Baseline Characteristics From the CRIC (Chronic Renal Insufficiency Cohort) and Hispanic-CRIC Studies

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Background: Little is known regarding chronic kidney disease (CKD) in Hispanics. We compared baseline characteristics of Hispanic participants in the Chronic Renal Insufficiency Cohort (CRIC) and Hispanic-CRIC (H-CRIC) Studies with non-Hispanic CRIC participants.

Study Design: Cross-sectional analysis.

Setting & Participants: Participants were aged 21-74 years with CKD using age-based estimated glomerular filtration rate (eGFR) at enrollment into the CRIC/H-CRIC Studies. H-CRIC included Hispanics recruited at the University of Illinois in 2005-2008, whereas CRIC included Hispanics and non-Hispanics recruited at 7 clinical centers in 2003-2007.

Factor: Race/ethnicity.

Outcomes: Blood pressure, angiotensin-converting enzyme (ACE)-inhibitor/angiotensin receptor blocker (ARB) use, and CKD-associated complications.

Measurements: Demographic characteristics, laboratory data, blood pressure, and medications were assessed using standard techniques and protocols.

Results: Of H-CRIC/CRIC participants, 497 were Hispanic, 1,650 were non-Hispanic black, and 1,638 were non-Hispanic white. Low income and educational attainment were nearly twice as prevalent in Hispanics compared with non-Hispanics ($P < 0.01$). Hispanics had self-reported diabetes (67%) more frequently than non-Hispanic blacks (51%) and whites (40%; $P < 0.01$). Blood pressure >130/80 mm Hg was more common in Hispanics (62%) than blacks (57%) and whites (35%; $P < 0.05$), and abnormalities in hematologic, metabolic, and bone metabolism parameters were more prevalent in Hispanics ($P < 0.05$), even after stratifying by entry eGFR. Hispanics had the lowest use of ACE inhibitors/ARBs among the high-risk subgroups, including participants with diabetes, proteinuria, and blood pressure >130/80 mm Hg. Mean eGFR was lower in Hispanics (39.6 mL/min/1.73 m^2) than in blacks (43.7 mL/min/1.73 m^2) and whites (46.2 mL/min/1.73 m^2), whereas median proteinuria was higher in Hispanics (protein excretion, 0.72 g/d) than in blacks (0.24 g/d) and whites (0.12 g/d; $P < 0.01$).

Limitations: Generalizability; observed associations limited by residual bias and confounding.

Conclusions: Hispanics with CKD in the CRIC/H-CRIC Studies are disproportionately burdened with lower socioeconomic status, more frequent diabetes mellitus, less ACE-inhibitor/ARB use, worse blood pressure control, and more severe CKD and associated complications than their non-Hispanic counterparts.

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INDEX WORDS: Chronic kidney disease; Hispanics; epidemiology.

Hispanics are now the largest minority group in the United States.[1] Of interest, there also has been a particularly rapid concomitant increase in the incidence and prevalence of end-stage renal disease (ESRD) in Hispanics observed in the United States during the last 2 decades.[2] Compared with non-Hispanic whites, the incidence of ESRD in Hispanics is nearly 2-fold higher.[2] Because of the high frequency of risk factors for ESRD in US Hispanics (eg, diabetes mellitus), it is anticipated that the Hispanic ESRD population will continue to undergo substantial growth.[3,4]

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Despite the magnitude of this public health problem, little is known regarding earlier stages of chronic kidney disease (CKD) in Hispanics.[5] A few prior reports have noted that although the prevalence of estimated glomerular filtration rate (eGFR) <60 mL/min/1.73 m^2 is similar in Hispanics and non-Hispanics, Hispanic ethnicity is associated with higher levels of microalbuminuria and proteinuria and an almost 2-fold higher risk of ESRD in comparison with non-Hispanic whites and blacks.[6-10] Hispanics have not been well represented in most large prospective studies and clinical trials of CKD; therefore, our understanding of the risk factors, complications, and outcomes associated with CKD in Hispanics is limited.[11-15] One exception was a post hoc analysis of the RENAAL (Reduction in End Points in Non-Insulin-Dependent Diabetes With the Angiotensin II Antagonist Losartan) trial, which focused on the role of ethnicity and found that although baseline proteinuria and risk of ESRD were higher in Hispanics compared with non-Hispanic whites and blacks, all ethnic groups achieved renoprotection from losartan therapy after baseline differences in albuminuria were taken into account.[16]

The Hispanic Chronic Renal Insufficiency Cohort (H-CRIC) Study, an ancillary study to the multicenter National Institute of Diabetes and Digestive and Kidney Diseases–sponsored Chronic Renal Insufficiency Cohort (CRIC) Study, is the first prospective longitudinal study examining risk factors for the progression of CKD and cardiovascular disease in a sizable cohort of US Hispanics with a broad range of kidney dysfunction.[17,18] The H-CRIC Study was initiated because of less-than-anticipated recruitment of Hispanics in the CRIC Study and was conducted at the University of Illinois at Chicago because of disproportionately successful Hispanic recruitment into the CRIC Study at this clinical site.[18] In this article, we compare baseline characteristics between Hispanic and non-Hispanic participants in the CRIC and H-CRIC Studies, especially as they pertain to risk factors, complications, and management of CKD.

METHODS

Study Sample and Design

We conducted a cross-sectional comparative analysis of Hispanic and non-Hispanic participants at enrollment into the CRIC and H-CRIC Studies. CRIC is a prospective multicenter cohort study of adults with CKD. Details of the design and methods of the CRIC Study have been published previously.[17,18] Major eligibility criteria for the CRIC Study included adults aged 21-74 years with mild to moderate CKD using age-based eGFR. Exclusion criteria included inability to consent, New York Heart Association class III or IV heart failure, cirrhosis, human immunodeficiency virus (HIV)/AIDS, polycystic kidney disease, prior dialysis therapy or transplant, immunosuppressive therapy within 6 months, or chemotherapy for cancer within 2 years. The H-CRIC Study adopted eligibility and exclusion criteria identical to the parent CRIC Study. However, whereas CRIC included 169 Hispanics and 3,289 non-Hispanics recruited at 7 clinical centers from May 2003 through March 2007, H-CRIC included 327 Hispanics recruited at the University of Illinois at Chicago and Chicago metropolitan area from October 2005 through June 2008. Recruitment sites included university-based, community-based, and private health clinics. Both studies were approved by the institutional review boards of the participating centers, and the research was conducted in accordance with the principles of the Declaration of Helsinki. All study participants provided written informed consent.

Variables and Data Sources

H-CRIC Study participants underwent the same evaluation and test strategy as CRIC Study participants, which have been fully described previously,[17,18] as well as additional evaluations (for only H-CRIC participants) focusing on primary language.[19] Sociodemographic characteristics (eg, age, sex, race/ethnicity, education, annual household income, smoking, and health insurance) were self-reported and recorded at the baseline visit. Medical conditions (eg, hypertension, high cholesterol level, chronic heart failure, peripheral arterial disease, diabetes, myocardial infarction, or coronary revascularization) also were self-reported at baseline. Anthropometric measures (height, weight, body mass index, and waist circumference) were measured by trained study personnel and recorded. Current medications were reviewed and documented. As noted, blood pressure measurements and ankle-brachial indexes were obtained using standard and validated protocols.[17,18] For each participant at baseline, urine creatinine and protein excretion were determined from a 24-hour urine collection, and eGFR was calculated using the CKD-EPI (CKD Epidemiology Collaboration) estimating equation, using a locally measured serum creatinine level calibrated to the Roche enzymatic method (Roche Diagnostics, Inc, www.roche-diagnostics.us/).[20] GFR was assessed using renal clearance of 125-iodine iothalamate (measured GFR) in a select subcohort.[17,18]

Statistical Analysis

Baseline participant characteristics were summarized using mean ± standard deviation or median and 25th-75th percentile for continuous variables and frequency distribution with percentage for categorical variables. Missing values occurred very infrequently and generally under the following circumstances: (1) a participant failed to answer a question on a reporting form, (2) a physical measure was not obtained, and (3) a laboratory test was not performed. The only variables with >3% missing values were primary language spoken (17% [percentage missing in Hispanics because language was assessed in only this group]), health insurance (12%), and urine studies (6%). Analyses for each variable included only observed values. Baseline participant characteristics were compared between groups using t tests, χ^2 tests, or analysis of variance, as appropriate. A 2-sided $P < 0.05$ was considered statistically significant. All statistical analyses were conducted using SAS, version 9.1 (SAS, www.sas.com).

RESULTS

Baseline Demographic and Clinical Characteristics

H-CRIC and Hispanic CRIC Participants

Of 497 H-CRIC and CRIC Hispanic participants, 69% were Mexican American, 16% were Puerto Rican, and 25% had other Latin American ancestry (Table 1). Proportions of participants with low annual household income (<$20,000/y), low educational attainment (less than high school diploma),

Table 1. Baseline Demographic and Clinical Characteristics of the H-CRIC and Hispanic CRIC Participants

Variable	Overall (N = 497)	Mexican American (n = 341)	Puerto Rican American (n = 81)	Other (n = 75)	P: Mexican vs Puerto Rican	P: Mexican vs Other	P: Overall
Age (y)	56.3 ± 11.7	56.0 ± 11.5	55.8 ± 13.4	58.1 ± 10.9	0.9	0.2	0.4
Men	288 (58)	194 (57)	50 (63)	44 (59)	0.4	0.8	0.7
Annual income					<0.01	<0.001	<0.001
≤$20,000	313 (63)	234 (69)	42 (52)	37 (49)			
$20,001-$50,000	92 (19)	55 (16)	20 (25)	17 (23)			
$50,001-$100,000	24 (5)	8 (2)	5 (6)	11 (15)			
>$100,000	12 (2)	4 (1)	4 (5)	4 (5)			
No response	56 (11)	40 (12)	10 (12)	6 (8)			
Education					<0.001	<0.001	<0.001
<7th grade	183 (37)	160 (47)	10 (13)	13 (17)			
7th-12th grade	110 (22)	75 (22)	26 (32)	9 (12)			
High school diploma	71 (14)	45 (13)	13 (16)	13 (17)			
Vocational degree	11 (2)	9 (3)	1 (1)	1 (1)			
Some college	67 (13)	29 (9)	20 (25)	18 (24)			
College graduate	35 (7)	17 (5)	5 (6)	13 (17)			
Graduate degree	20 (4)	6 (2)	6 (7)	8 (11)			
Health insurance					<0.001	0.01	<0.001
None	113 (23)	92 (27)	7 (9)	14 (19)			
Medicaid/public aid	80 (16)	61 (18)	10 (12)	9 (12)			
Any Medicare	119 (24)	80 (23)	24 (30)	15 (20)			
VA/military/Champus	9 (2)	1 (0)	6 (7)	2 (3)			
Private/commercial	67 (13)	40 (12)	8 (10)	19 (25)			
Unknown/incomplete	47 (9)	28 (8)	12 (15)	7 (9)			
Missing	62 (13)	39 (11)	14 (17)	9 (12)			
Primary language spoken					<0.001	<0.001	<0.001
English	86 (17)	56 (16)	21 (26)	9 (12)			
Spanish	327 (66)	260 (76)	33 (41)	34 (45)			
Missing	84 (17)	25 (7)	27 (33)	32 (43)			
Tobacco use							
Current smoker	29 (6)	19 (6)	9 (11)	1 (1)	0.07	0.1	0.03
>100 cigarettes	218 (44)	147 (43)	38 (47)	33 (44)	0.5	0.9	0.8
Medical history							
Hypertension	443 (89)	309 (91)	72 (89)	62 (83)	0.6	0.04	0.1
Diabetes	333 (67)	240 (70)	52 (64)	42 (56)	0.3	0.02	0.04
MI/prior revascularization	90 (18)	55 (16)	17 (21)	18 (24)	0.3	0.1	0.2
Heart failure	37 (7)	21 (6)	10 (12)	6 (8)	0.06	0.6	0.1
PVD	35 (7)	30 (9)	2 (2)	3 (4)	0.05	0.2	0.07
SBP (mm Hg)	136.0 ± 23.7	138.6 ± 24.4	130.5 ± 18.7	130.4 ± 23.6	0.01	0.01	0.01
DBP (mm Hg)	72.6 ± 12.8	73.2 ± 12.8	72.3 ± 12.6	70.2 ± 12.6	0.6	0.07	0.2
MAP (mm Hg)	93.7 ± 14.3	95.0 ± 14.6	91.7 ± 12.9	90.3 ± 13.8	0.07	0.01	0.02
BP >130/80 mm Hg	307 (62)	223 (66)	47 (59)	37 (49)	0.3	0.01	0.02
Weight (kg)	84.7 ± 20.1	84.6 ± 19.9	86.6 ± 23.8	82.9 ± 16.6	0.4	0.5	0.5
BMI (kg/m^2)	31.6 ± 6.6	31.9 ± 6.5	31.4 ± 7.4	30.6 ± 5.8	0.5	0.1	0.3
BMI category					0.5	0.9	0.9
<25 kg/m^2	58 (12)	37 (11)	12 (15)	9 (12)			
25-29.9 kg/m^2	170 (34)	116 (34)	29 (36)	25 (33)			
≥30 kg/m^2	268 (54)	187 (55)	40 (49)	41 (55)			
Waist circumference (cm)	102.7 ± 14.6	103.3 ± 14.5	102.1 ± 16.5	100.8 ± 12.6	0.5	0.2	0.4
Low ankle-brachial index*	72 (15)	46 (14)	15 (19)	11 (15)	0.3	0.9	0.5
Kidney function measures							
SCr (mg/dL)	1.88 ± 0.63	1.95 ± 0.65	1.78 ± 0.58	1.66 ± 0.54	0.03	<0.001	<0.001
eGFR (mL/min/1.73 m^2)	39.6 ± 14.9	37.4 ± 13.2	43.3 ± 17.5	45.6 ± 16.9	<0.001	<0.001	<0.001
eGFR category					0.03	<0.001	<0.001
<30 mL/min/1.73 m^2	135 (27)	105 (31)	19 (23)	11 (15)			
30-<45 mL/min/1.73 m^2	205 (41)	149 (44)	29 (36)	27 (36)			
45-<60 mL/min/1.73 m^2	114 (23)	67 (20)	22 (27)	25 (33)			
≥60 mL/min/1.73 m^2	43 (9)	20 (6)	11 (14)	12 (16)			

(Continued)

Table 1 (Cont'd). Baseline Demographic and Clinical Characteristics of the H-CRIC and Hispanic CRIC Participants

Variable	Overall (N = 497)	Mexican American (n = 341)	Puerto Rican American (n = 81)	Other (n = 75)	P: Mexican vs Puerto Rican	P: Mexican vs Other	P: Overall
SCysC (mg/L)	1.6 (1.3, 2.1)	1.7 (1.4, 2.1)	1.5 (1.2, 1.9)	1.3 (1.2, 1.7)	<0.001	<0.001	<0.001
Participants with mGFR	214 (43)	145 (43)	35 (43)	34 (45)	0.9	0.7	0.9
Iothalamate GFR	41.0 ± 18.8	37.1 ± 15.0	46.3 ± 22.0	52.2 ± 24.1	0.004	<0.001	<0.001
Urine studies							
24-h urine creatinine (g/d)	1.1 (0.8, 1.4)	1.1 (0.8, 1.4)	1.1 (0.9, 1.4)	1.1 (0.8, 1.3)	0.8	0.5	0.8
24-h urine protein (g/d)	0.72 (0.12, 3.25)	0.98 (0.19, 3.76)	0.39 (0.11, 1.90)	0.19 (0.07, 2.13)	0.06	0.08	0.05
Diabetics	1.10 (0.22, 4.32)	1.67 (0.26, 4.62)	0.67 (0.18, 2.16)	0.70 (0.13, 3.86)	0.2	0.6	0.4
Nondiabetics	0.26 (0.07, 1.17)	0.67 (0.10, 1.73)	0.12 (0.06, 0.41)	0.11 (0.05, 0.17)	0.1	0.1	0.07
UACR (mg/g)[b]	413.5 (29.8, 2,503.4)	659.9 (47.9, 2,835.8)	220.6 (24.6, 1,519.1)	73.6 (12.5, 1,692.3)	0.1	0.1	0.1
Diabetics	830.0 (70.1, 3,377.5)	1137.5 (77.2, 3,613.7)	363.7 (62.1, 2,309.0)	498.6 (64.0, 2,825.3)	0.2	0.4	0.3
Nondiabetics	85.7 (10.6, 826.8)	262.2 (21.2, 977.7)	43.1 (5.5, 423.7)	16.7 (8.8, 79.1)	0.7	0.4	0.7
Lipoproteins							
Total cholesterol (mg/dL)	189.5 ± 53.7	190.6 ± 53.9	186.8 ± 59.0	187.2 ± 47.0	0.6	0.6	0.8
LDL cholesterol (mg/dL)	103.7 ± 40.0	103.6 ± 40.9	103.6 ± 40.1	104.1 ± 36.2	0.9	0.9	0.9
HDL cholesterol (mg/dL)	43.1 ± 12.9	42.3 ± 12.6	44.9 ± 15.1	44.5 ± 11.3	0.1	0.2	0.2
Triglycerides (mg/dL)	158.0 (120.0, 229.0)	167.0 (124.0, 231.0)	136.0 (108.0, 201.0)	154.0 (115.0, 217.0)	0.05	0.1	0.05
Hemoglobin A_{1c} (%)	7.0 ± 1.7	7.0 ± 1.6	7.2 ± 2.0	6.8 ± 1.7	0.3	0.3	0.3
Hemoglobin (g/dL)	12.1 ± 1.9	11.9 ± 1.9	12.4 ± 1.6	12.6 ± 1.8	0.02	0.002	0.002
Bone metabolism parameters							
Calcium (mg/dL)	9.0 ± 0.5	8.9 ± 0.5	9.1 ± 0.6	9.1 ± 0.5	0.02	0.001	0.001
Phosphate (mg/dL)	4.0 ± 0.7	4.1 ± 0.7	3.7 ± 0.7	3.8 ± 0.7	<0.001	<0.001	<0.001
PTH (pg/mL)	62.0 (41.0, 102.0)	67.2 (46.0, 105.1)	54.0 (35.0, 89.0)	54.4 (35.0, 91.0)	0.1	0.008	0.02

Note: Continuous variables are represented by mean ± standard deviation or median (25th, 75th percentile); categorical variables are given as frequency (percentage). Conversion factors for units: SCr in mg/dL to mmol/L, ×88.4; total/LDL/HDL cholesterol in mg/dL to mmol/L, ×0.02586; hemoglobin in g/dL to g/L, ×10; calcium in mg/dL to mmol/L, ×0.2495; phosphate in mg/dL to mmol/L, ×0.3229; no conversion necessary for PTH in pg/mL and ng/L.

Abbreviations: BMI, body mass index; BP, blood pressure; CRIC, Chronic Renal Insufficiency Cohort; DBP, diastolic blood pressure; eGFR, estimated glomerular filtration rate; GFR, glomerular filtration rate; H-CRIC, Hispanic Chronic Renal Insufficiency Cohort; HDL, high-density lipoprotein; LDL, low-density lipoprotein; MAP, mean arterial pressure; mGFR, measured glomerular filtration rate; MI, myocardial infarction; PTH, parathyroid hormone; PVD, peripheral vascular disease; SBP, systolic blood pressure; SCr, serum creatinine; SCysC, serum cystatin C; UACR, urine albumin-creatinine ratio; VA, Veterans Administration.

[a]Ankle-brachial index <0.9.

[b]Eight percent of values are missing.

and lack of health insurance were significantly higher for Mexican Americans than Puerto Rican Americans and other Latin Americans ($P < 0.02$). Mexican Americans more often spoke primarily Spanish (76%) relative to other Hispanic groups (~43%; $P < 0.001$). Compared with other Hispanic subgroups, prevalences of diabetes and blood pressure >130/80 mm Hg were more frequent in Mexican Americans. Mean eGFR was significantly lower in Mexican Americans (37.4 mL/min/1.73 m^2) compared with Puerto Rican Americans (43.3 mL/min/1.73 m^2) and other Latin Americans (45.6 mL/min/1.73 m^2; $P < 0.001$), and measured GFR results for select participants were consistent with these findings. Median 24-hour urine protein and spot urine albumin-creatinine ratios were substantially higher in Mexican Americans compared with Puerto Rican Americans and other Latin Americans, and these trends persisted in both the diabetic and nondiabetic subgroups. Compared with other Hispanic subgroups, Mexican Americans had significantly lower serum hemoglobin and calcium and higher serum phosphorus and total parathyroid hormone values ($P < 0.05$).

Comparison With Non-Hispanic White and Black CRIC Participants

Mean age was ~2 years younger in the 497 Hispanic H-CRIC/CRIC participants than in the 1,638 non-Hispanic white and 1,650 non-Hispanic black CRIC participants (Table 2). Compared with non-Hispanic whites and blacks, Hispanics more often had low annual household income, low educational attainment, lack of health insurance, and less current and former tobacco use ($P < 0.05$). The prevalence of diabetes was highest for Hispanics (67%), whereas self-reported history of myocardial infarction/prior revascularization was least prevalent for Hispanics

Table 2. Baseline Demographic and Clinical Characteristics of the H-CRIC/Hispanic CRIC Participants Compared With Non-Hispanic White and Black CRIC Participants[b]

Variable	Hispanic (n = 497)	Non-Hispanic White (n = 1,638)	Non-Hispanic Black (n = 1,650)	P: Hispanic vs White	P: Hispanic vs Black
Age (y)	56.3 ± 11.7	58.9 ± 11.0	58.1 ± 10.6	<0.001	0.001
Men	288 (58)	982 (60)	806 (49)	0.4	<0.001
Annual income				<0.001	<0.001
≤$20,000	313 (63)	254 (16)	646 (39)		
$20,001-$50,000	92 (19)	416 (25)	417 (25)		
$50,001-$100,000	24 (5)	455 (28)	215 (13)		
>$100,000	12 (2)	295 (18)	62 (4)		
No response	56 (11)	218 (13)	310 (19)		
Education				<0.001	<0.001
<7th grade	183 (37)	7 (0)	20 (1)		
7th-12th grade	110 (22)	83 (5)	417 (25)		
High school diploma	71 (14)	291 (18)	366 (22)		
Vocational degree	11 (2)	73 (4)	102 (6)		
Some college	67 (13)	394 (24)	465 (28)		
College graduate	35 (7)	429 (26)	180 (11)		
Graduate degree	20 (4)	361 (22)	100 (6)		
Health insurance				<0.001	<0.001
None	113 (23)	48 (3)	95 (6)		
Medicaid/public aid	80 (16)	95 (6)	317 (19)		
Any Medicare	119 (24)	561 (34)	488 (30)		
VA/military/Champus	9 (2)	73 (4)	110 (7)		
Private/commercial	67 (13)	290 (18)	190 (12)		
Unknown/incomplete	47 (9)	423 (26)	216 (13)		
Missing	62 (13)	148 (9)	234 (14)		
Primary language spoken				<0.001	<0.001
English	86 (17)				
Spanish	327 (66)				
Missing	84 (17)	1,638 (100)	1,650 (100)		
Tobacco use					
Current smoker	29 (6)	155 (9)	320 (19)	0.01	<0.001
>100 cigarettes	218 (44)	920 (56)	955 (58)	<0.001	<0.001
Medical history					
Hypertension	443 (89)	1,293 (79)	1,533 (93)	<0.001	0.006
Diabetes	334 (67)	649 (40)	848 (51)	<0.001	<0.001
MI/prior revascularization	90 (18)	376 (23)	361 (22)	0.02	0.07
Heart failure	37 (7)	117 (7)	217 (13)	0.8	<0.001
PVD	35 (7)	105 (6)	117 (7)	0.6	0.9
SBP (mm Hg)	136.0 ± 23.7	121.8 ± 18.6	132.9 ± 23.1	<0.001	0.009
DBP (mm Hg)	72.6 ± 12.8	69.0 ± 11.4	73.8 ± 13.8	<0.001	0.08
MAP (mm Hg)	93.7 ± 14.3	86.6 ± 11.8	93.5 ± 14.7	<0.001	0.8
BP >130/80 mm Hg	307 (62)	573 (35)	942 (57)	<0.001	0.05
Weight (kg)	84.7 ± 20.1	90.5 ± 22.7	95.8 ± 24.3	<0.001	<0.001
BMI (kg/m^2)	31.6 ± 6.6	31.2 ± 7.6	33.4 ± 8.3	0.2	<0.001
BMI category				<0.001	<0.001
<25 kg/m^2	58 (12)	310 (19)	217 (13)		
25-29.9 kg/m^2	170 (34)	517 (32)	378 (23)		
≥30 kg/m^2	268 (54)	809 (49)	1048 (64)		
Waist circumference (cm)	102.7 ± 14.6	105.4 ± 17.6	108.0 ± 18.2	0.003	<0.001
Low ankle-brachial index[a]	72 (15)	206 (13)	333 (20)	0.2	0.007

(Continued)

Table 2 (Cont'd). Baseline Demographic and Clinical Characteristics of the H-CRIC/Hispanic CRIC Participants Compared With Non-Hispanic White and Black CRIC Participants[b]

Variable	Hispanic (n = 497)	Non-Hispanic White (n = 1,638)	Non-Hispanic Black (n = 1,650)	*P* Hispanic vs White	*P* Hispanic vs Black
Kidney function measures					
SCr (mg/dL)	1.88 ± 0.63	1.59 ± 0.46	1.87 ± 0.63	<0.001	0.8
eGFR (mL/min/1.73 m²)	39.6 ± 14.9	46.2 ± 14.7	43.7 ± 14.9	<0.001	<0.001
eGFR category				<0.001	<0.001
<30 mL/min/1.73 m²	135 (27)	245 (15)	322 (20)		
30-<45 mL/min/1.73 m²	205 (41)	570 (35)	607 (37)		
45-<60 mL/min/1.73 m²	114 (23)	532 (32)	495 (30)		
≥60 mL/min/1.73 m²	43 (9)	291 (18)	226 (14)		
SCysC (mg/L)	1.6 (1.3, 2.1)	1.3 (1.1, 1.7)	1.4 (1.1, 1.9)	<0.001	<0.001
Participants with mGFR	214 (43)	585 (36)	525 (32)	0.003	<0.001
Iothalamate GFR	41.0 ± 18.8	50.9 ± 20.3	47.1 ± 19.3	<0.001	<0.001
Urine studies					
24-h urine creatinine (g/d)	1.1 (0.8, 1.4)	1.3 (1.0, 1.7)	1.3 (0.9, 1.7)	<0.001	<0.001
24-h urine protein (g/d)	0.72 (0.12, 3.25)	0.12 (0.07, 0.51)	0.24 (0.08, 1.07)	<0.001	<0.001
Diabetics	1.10 (0.22, 4.32)	0.21 (0.08, 0.90)	0.42 (0.10, 1.63)	<0.001	<0.001
Nondiabetics	0.26 (0.07, 1.17)	0.09 (0.06, 0.28)	0.14 (0.07, 0.63)	<0.001	<0.001
UACR (mg/g)[b]	413.5 (29.8, 2,503.4)	24.5 (6.1, 208.1)	76.9 (11.4, 518.9)	<0.001	<0.001
Diabetics	830.0 (70.1, 3,377.5)	68.1 (14.4, 454.2)	174.9 (20.4, 975.2)	<0.001	<0.001
Nondiabetics	85.7 (10.4, 826.8)	13.2 (5.0, 98.2)	32.5 (7.7, 237.5)	<0.001	<0.001
Lipoproteins					
Total cholesterol (mg/dL)	189.5 ± 53.7	180.1 ± 41.9	185.6 ± 45.7	<0.001	0.1
LDL cholesterol (mg/dL)	103.7 ± 40.0	99.4 ± 32.1	106.1 ± 37.2	0.01	0.2
HDL cholesterol (mg/dL)	43.1 ± 12.9	47.1 ± 15.2	49.3 ± 16.1	<0.001	<0.001
Triglycerides (mg/dL)	158.0 (120.0, 229.0)	133.0 (91.5, 193.0)	112.0 (83.0, 160.0)	<0.001	<0.001
Hemoglobin A_{1c} (%)	7.0 ± 1.7	6.3 ± 1.3	6.9 ± 1.7	<0.001	0.3
Hemoglobin (g/dL)	12.1 ± 1.9	13.2 ± 1.7	12.2 ± 1.7	<0.001	0.2
Bone metabolism parameters					
Calcium (mg/dL)	9.0 ± 0.5	9.2 ± 0.5	9.2 ± 0.5	<0.001	<0.001
Phosphate (mg/dL)	4.0 ± 0.7	3.6 ± 0.6	3.8 ± 0.7	<0.001	<0.001
PTH (pg/mL)	62.0 (41.0, 102.0)	43.0 (30.4, 68.6)	67.2 (41.2, 114.8)	<0.001	0.01

Note: Continuous variables are represented by mean ± standard deviation or median (25th, 75th percentile); categorical variables are given as frequency (percentage). Conversion factors for units: SCr in mg/dL to mmol/L, ×88.4; total/LDL/HDL cholesterol in mg/dL to mmol/L, ×0.02586; hemoglobin in g/dL to g/L, ×10; calcium in mg/dL to mmol/L, ×0.2495; phosphate in mg/dL to mmol/L, ×0.3229; no conversion necessary for PTH in pg/mL and ng/L.

Abbreviations: BMI, body mass index; BP, blood pressure; CRIC, Chronic Renal Insufficiency Cohort; DBP, diastolic blood pressure; eGFR, estimated glomerular filtration rate; GFR, glomerular filtration rate; H-CRIC, Hispanic Chronic Renal Insufficiency Cohort; HDL, high-density lipoprotein; LDL, low-density lipoprotein; MAP, mean arterial pressure; mGFR, measured glomerular filtration rate; MI, myocardial infarction; PTH, parathyroid hormone; PVD, peripheral vascular disease; SBP, systolic blood pressure; SCr, serum creatinine; SCysC, serum cystatin C; UACR, urine albumin-creatinine ratio; VA, Veterans Administration.

[a]Ankle-brachial index <0.9.

[b]Four percent missing values.

(18%). The prevalence of self-reported hypertension for Hispanics (89%) was between that for non-Hispanic whites (79%) and blacks (93%), whereas blood pressure >130/80 mm Hg at cohort entry was more common for Hispanics (62%) than non-Hispanic whites (35%) and non-Hispanic blacks (57%; $P < 0.05$). Mean glycosylated hemoglobin level in Hispanics (7.0%) was significantly higher than in non-Hispanic whites (6.3%; $P < 0.05$) and similar to that in non-Hispanic blacks (6.9%; $P > 0.05$). Mean eGFR was significantly lower in Hispanics (39.6 mL/min/1.73 m²) compared with non-Hispanic whites (46.2 mL/min/1.73 m²) and blacks (43.7 mL/min/1.73 m²; $P < 0.001$), and measured GFR results for select participants were consistent with these findings. Median 24-hour urine protein and spot urine albumin-creatinine ratios were substantially higher in Hispanics compared with non-Hispanic whites and blacks, and these trends persisted in both the diabetic and nondiabetic subgroups ($P < 0.001$). Lipoprotein lev-

Table 3. Baseline Frequency of ACEI/ARB Use in H-CRIC/Hispanic CRIC Participants Compared With Non-Hispanic White and Black CRIC Participants

Variable	Hispanic (n = 497)	Non-Hispanic White (n = 1,638)	Non-Hispanic Black (n = 1,650)	P: Hispanic vs White	P: Hispanic vs Black	P: Overall
Overall	67% (332/493)	67% (1,088/1,627)	71% (1,164/1,638)	0.8	0.1	0.03
Control of BP						
>130/80 mm Hg	62% (189/305)	70% (397/567)	70% (650/934)	0.02	0.01	0.03
≤130/80 mm Hg	76% (140/184)	65% (689/1,057)	73% (507/696)	0.004	0.4	<0.001
Presence of diabetes						
Yes	72% (238/331)	81% (524/645)	80% (678/843)	<0.001	0.001	0.001
No	58% (94/162)	57% (564/982)	61% (486/795)	0.9	0.5	0.3
Degree of proteinuria						
>0.3 g/d	67% (172/258)	78% (384/493)	73% (510/701)	<0.001	0.07	0.003
≤0.3 g/d	71% (110/154)	62% (671/1,087)	70% (574/822)	0.02	0.7	<0.001
eGFR level						
<30 mL/min/1.73 m^2	60% (81/135)	75% (183/244)	67% (215/322)	0.002	0.2	0.009
30-<45 mL/min/1.73 m^2	74% (149/202)	73% (412/567)	74% (447/605)	0.8	0.9	0.9
45-<60 mL/min/1.73 m^2	72% (81/113)	68% (358/526)	75% (367/489)	0.5	0.5	0.05
≥60 mL/min/1.73 m^2	49% (21/43)	47% (135/290)	61% (135/222)	0.8	0.1	0.01

Note: Statistical comparisons made within clinical subgroup strata (eg, eGFR level) across race/ethnicity.

Abbreviations: ACEI, angiotensin-converting enzyme inhibitor; ARB, angiotensin receptor blocker; BP, blood pressure; CRIC, Chronic Renal Insufficiency Cohort; eGFR, estimated glomerular filtration rate; H-CRIC, Hispanic Chronic Renal Insufficiency Cohort.

els, hemoglobin concentrations, and bone metabolism parameters were less favorable in Hispanics compared with non-Hispanic whites and similar to those in non-Hispanic blacks.

Baseline Frequency of ACE-I/ARB Use

Overall, use of angiotensin-converting enzyme (ACE)-inhibitor or angiotensin receptor blocker (ARB) medications was not significantly different among H-CRIC/CRIC participants (Table 3). However, for important subgroups, including those with blood pressure >130/80 mm Hg, diabetes, or urine protein excretion >0.3 g/d, Hispanics consistently had the lowest receipt of ACE-inhibitor/ARB therapy compared with non-Hispanic whites and blacks ($P < 0.05$).

Blood Pressure by eGFR and Albuminuria Strata

Across all eGFR categories and albuminuria strata, the proportion of participants with blood pressure >130/80 mm Hg was significantly higher for Hispanics compared with non-Hispanic white participants ($P < 0.05$; Table 4). However, only in eGFR <30 mL/min/1.73 m^2 strata was the percentage of Hispanics with blood pressure >130/80 mm Hg significantly higher than that of non-Hispanic blacks ($P < 0.05$), whereas this percentage was not significantly different between these 2 groups for all other eGFR strata. No significant differences were found between proportions of Hispanic and non-Hispanic blacks with blood pressure >130/80 mm Hg across albuminuria strata.

Laboratory Parameters by eGFR and Albuminuria Strata

Across all eGFR categories and albuminuria strata, Hispanic participants had significantly lower serum sodium and bicarbonate levels than non-Hispanic whites and blacks ($P < 0.05$), whereas less pronounced differences existed for serum potassium levels among these groups (Table 5). There were no significant differences in hemoglobin levels between Hispanics and non-Hispanic blacks, but levels were significantly lower in Hispanics compared with non-Hispanic whites across eGFR and albuminuria values ($P < 0.05$). Calcium levels were lower and serum phosphorus levels were higher in Hispanics versus non-Hispanics with eGFR <45 mL/min/1.73 m^2 or albumin-creatinine ratio ≥30 mg/g ($P < 0.05$). Total intact parathyroid hormone levels for Hispanics generally were significantly higher than for non-Hispanic whites, but lower than for non-Hispanic blacks across eGFR and albuminuria levels. Serum albumin level consistently was the lowest in Hispanics compared with non-Hispanics regardless of eGFR or albuminuria group.

DISCUSSION

We found that in participants with CKD in the CRIC and H-CRIC Studies, Hispanics were disproportionately burdened with lower socioeconomic status, more frequent diabetes mellitus, worse blood pressure control, lower receipt of ACE-inhibitor/ARB medications, and more severe CKD compared with non-Hispanic whites

Table 4. BP in H-CRIC/Hispanic CRIC Participants Compared With Non-Hispanic White and Black CRIC Participants

Variable	Hispanic (n = 497)	Non-Hispanic White (n = 1,638)	Non-Hispanic Black (n = 1,650)	*P* Hispanic vs White	*P* Hispanic vs Black
		eGFR Strata			
eGFR <30 (n = 702)					
SBP (mm Hg)	142.3 ± 23.0	123.4 ± 20.4	135.0 ± 25.1	<0.001	0.004
DBP (mm Hg)	73.1 ± 12.7	66.4 ± 12.0	71.6 ± 14.0	<0.001	0.3
MAP (mm Hg)	96.2 ± 14.1	85.4 ± 12.7	92.7 ± 15.3	<0.001	0.03
BP >130/80 mm Hg	98 (73)	84 (35)	191 (60)	<0.001	0.006
eGFR 30-<45 (n = 1,382)					
SBP (mm Hg)	137.1 ± 24.3	123.8 ± 19.1	134.7 ± 23.8	<0.001	0.2
DBP (mm Hg)	72.0 ± 12.9	68.1 ± 11.1	73.1 ± 13.7	<0.001	0.4
MAP (mm Hg)	93.7 ± 14.5	86.6 ± 11.6	93.7 ± 15.1	<0.001	0.9
BP >130/80 mm Hg	126 (62)	216 (38)	349 (58)	<0.001	0.3
eGFR 45-<60 (n = 1,141)					
SBP (mm Hg)	130.8 ± 22.9	121.6 ± 18.4	131.7 ± 21.0	<0.001	0.7
DBP (mm Hg)	72.1 ± 13.3	70.2 ± 11.4	74.0 ± 13.2	0.1	0.2
MAP (mm Hg)	91.7 ± 14.4	87.4 ± 12.0	93.2 ± 13.6	<0.001	0.3
BP >130/80 mm Hg	62 (55)	192 (36)	291 (59)	<0.001	0.4
eGFR ≥60 (n = 560)					
SBP (mm Hg)	125.5 ± 18.8	116.9 ± 15.4	127.8 ± 22.0	0.001	0.5
DBP (mm Hg)	74.7 ± 11.4	70.6 ± 11.1	78.2 ± 14.2	0.02	0.1
MAP (mm Hg)	91.6 ± 12.9	86.0 ± 10.9	94.8 ± 15.5	0.002	0.2
BP >130/80 mm Hg	21 (49)	81 (28)	111 (50)	0.005	0.9
		Albuminuria Strata			
UACR <30 mg/g (n = 1,564)					
SBP (mm Hg)	122.0 ± 20.6	118.0 ± 16.3	124.1 ± 19.4	0.02	0.3
DBP (mm Hg)	67.3 ± 12.1	67.8 ± 10.7	70.7 ± 12.5	0.7	0.009
MAP (mm Hg)	85.5 ± 13.2	84.5 ± 10.7	88.5 ± 13.0	0.3	0.03
BP >130/80 mm Hg	44 (38)	228 (27)	255 (42)	0.01	0.5
UACR 30-<300 mg/g (n = 955)					
SBP (mm Hg)	133.2 ± 20.0	122.9 ± 18.5	132.6 ± 22.2	<0.001	0.8
DBP (mm Hg)	69.6 ± 11.9	68.3 ± 11.4	73.6 ± 14.0	0.3	0.01
MAP (mm Hg)	90.8 ± 12.6	86.5 ± 11.6	93.2 ± 14.6	0.001	0.1
BP >130/80 mm Hg	51 (54)	148 (36)	247 (56)	0.001	0.7
UACR ≥300 mg/g (n = 1,110)					
SBP (mm Hg)	143.2 ± 22.9	129.8 ± 21.2	143.2 ± 23.1	<0.001	0.9
DBP (mm Hg)	76.0 ± 12.3	72.5 ± 12.2	77.2 ± 13.9	<0.001	0.3
MAP (mm Hg)	98.4 ± 13.1	91.6 ± 12.9	99.2 ± 14.2	<0.001	0.5
BP >130/80 mm Hg	186 (76)	183 (53)	395 (76)	<0.001	0.8

Note: Continuous variables are represented by mean ± standard deviation; categorical variables are given as frequency (percentage). eGFR given in mL/min/1.73 m^2.

Abbreviations: BP, blood pressure; CRIC, Chronic Renal Insufficiency Cohort; DBP, diastolic blood pressure; eGFR, estimated glomerular filtration rate; H-CRIC, Hispanic Chronic Renal Insufficiency Cohort; MAP, mean arterial pressure; SBP, systolic blood pressure; UACR, urine albumin-creatinine ratio.

and blacks. In particular, in the setting of CKD, Mexican Americans had especially unfavorable sociodemographic and clinical parameters relative to Puerto Rican Americans and other Latin Americans. Even when level of eGFR was taken into account, Hispanics with CKD more often had uncontrolled blood pressure, lower serum hemoglobin levels, and worse metabolic and bone metabolism parameters than non-Hispanic whites and blacks.

In contrast to prior reports and studies that focused chiefly on populations with ESRD,[2-4] this work is one of the few systematic evaluations of CKD in Hispanics, who constitute a growing high-risk population well known to be affected by health disparities.[21-27] The CRIC and H-CRIC Studies were designed to examine prospectively risk factors for CKD progression and cardiovascular disease incidence and progression in a large diverse representative cohort of indi-

Table 5. Laboratory Parameters in H-CRIC/Hispanic CRIC Participants Compared With Non-Hispanic White and Black CRIC Participants

Variable	Hispanic (n = 497)	Non-Hispanic White (n = 1,638)	Non-Hispanic Black (n = 1,650)	P: Hispanic vs White	P: Hispanic vs Black
eGFR Strata					
eGFR <30 (n = 702)					
Sodium (mmol/L)	138.1 ± 2.9	139.8 ± 2.9	139.8 ± 3.1	<0.001	<0.001
Potassium (mmol/L)	4.6 ± 0.6	4.6 ± 0.5	4.5 ± 0.6	0.5	0.004
CO_2 (mmol/L)	21.7 ± 3.5	23.0 ± 3.3	22.7 ± 3.4	<0.001	0.003
Hemoglobin (g/dL)	11.5 ± 1.8	12.3 ± 1.6	11.5 ± 1.6	<0.001	0.7
Calcium (mg/dL)	8.8 ± 0.6	9.2 ± 0.5	9.1 ± 0.6	<0.001	<0.001
Phosphate (mg/dL)	4.4 ± 0.7	4.0 ± 0.8	4.2 ± 0.7	<0.001	0.09
Total PTH (pg/mL)	102.7 (73.1, 171.3)	79.9 (50.6, 126.4)	133.6 (81.3, 212.6)	0.006	<0.001
Serum albumin (g/dL)	3.6 ± 0.5	4.0 ± 0.4	3.8 ± 0.5	<0.001	<0.001
eGFR 30-<45 (n = 1,382)					
Sodium (mmol/L)	137.9 ± 3.0	139.1 ± 2.9	140.0 ± 3.2	<0.001	<0.001
Potassium (mmol/L)	4.4 ± 0.5	4.5 ± 0.5	4.3 ± 0.5	0.2	0.04
CO_2 (mmol/L)	22.8 ± 2.8	24.3 ± 2.8	24.5 ± 3.2	<0.001	<0.001
Hemoglobin (g/dL)	11.8 ± 1.7	13.0 ± 1.7	11.9 ± 1.6	<0.001	0.2
Calcium (mg/dL)	8.9 ± 0.5	9.2 ± 0.5	9.2 ± 0.5	<0.001	<0.001
Phosphate (mg/dL)	4.0 ± 0.7	3.7 ± 0.6	3.8 ± 0.6	<0.001	<0.001
Total PTH (pg/mL)	59.5 (44.0, 95.0)	48.0 (32.0, 76.0)	75.3 (48.9, 118.5)	0.09	<0.001
Serum albumin (g/dL)	3.6 ± 0.5	4.0 ± 0.4	3.9 ± 0.5	<0.001	<0.001
eGFR 45-<60 (n = 1,141)					
Sodium (mmol/L)	138.3 ± 3.1	139.3 ± 3.0	139.5 ± 3.1	0.002	<0.001
Potassium (mmol/L)	4.3 ± 0.5	4.3 ± 0.5	4.1 ± 0.5	0.4	0.002
CO_2 (mmol/L)	24.0 ± 2.9	25.1 ± 2.8	25.7 ± 3.0	<0.001	<0.001
Hemoglobin (g/dL)	12.8 ± 2.1	13.4 ± 1.6	12.5 ± 1.6	<0.001	0.08
Calcium (mg/dL)	9.1 ± 0.5	9.3 ± 0.4	9.2 ± 0.5	0.01	0.08
Phosphate (mg/dL)	3.6 ± 0.6	3.5 ± 0.5	3.6 ± 0.6	0.09	0.8
Total PTH (pg/mL)	51.0 (37.0, 66.0)	38.0 (28.6, 54.0)	52.2 (36.0, 77.9)	<0.001	0.05
Serum albumin (g/dL)	3.8 ± 0.6	4.1 ± 0.4	4.0 ± 0.4	<0.001	0.008
eGFR ≥60 (n = 560)					
Sodium (mmol/L)	137.7 ± 2.5	138.7 ± 3.0	139.3 ± 2.6	0.04	<0.001
Potassium (mmol/L)	4.2 ± 0.5	4.2 ± 0.4	4.1 ± 0.4	0.3	0.3
CO_2 (mmol/L)	24.8 ± 3.4	25.5 ± 3.0	25.6 ± 2.8	0.1	0.1
Hemoglobin (g/dL)	13.0 ± 1.6	13.7 ± 1.6	13.1 ± 1.6	0.003	0.8
Calcium (mg/dL)	9.1 ± 0.5	9.1 ± 0.4	9.3 ± 0.4	0.4	0.004
Phosphate (mg/dL)	3.7 ± 0.5	3.4 ± 0.5	3.5 ± 0.6	<0.001	0.09
Total PTH (pg/mL)	40.9 (27.0, 49.7)	35.0 (26.0, 45.0)	38.0 (28.5, 55.6)	0.3	0.4
Serum albumin (g/dL)	3.9 ± 0.6	4.0 ± 0.4	4.0 ± 0.4	0.02	0.02
Albuminuria Strata					
UACR <30 mg/g (n = 1,564)					
Sodium (mmol/L)	138.3 ± 2.9	139.1 ± 3.0	139.8 ± 3.3	0.005	<0.001
Potassium (mmol/L)	4.3 ± 0.5	4.3 ± 0.5	4.2 ± 0.5	0.5	0.03
CO_2 (mmol/L)	23.9 ± 3.3	25.1 ± 2.9	25.4 ± 3.1	<0.001	<0.001
Hemoglobin (g/dL)	12.4 ± 1.5	13.4 ± 1.5	12.4 ± 1.6	<0.001	0.7
Calcium (mg/dL)	9.3 ± 0.4	9.3 ± 0.5	9.3 ± 0.5	0.7	0.2
Phosphate (mg/dL)	3.7 ± 0.5	3.5 ± 0.6	3.7 ± 0.6	0.004	0.9
Total PTH (pg/mL)	49.0 (35.0, 63.0)	38.0 (27.1, 54.1)	52.0 (35.0, 77.8)	0.1	0.03
Serum albumin (g/dL)	4.0 ± 0.4	4.1 ± 0.4	4.1 ± 0.4	0.04	0.4
UACR 30-<300 mg/g (n = 955)					
Sodium (mmol/L)	138.3 ± 2.7	139.3 ± 3.1	139.8 ± 3.0	0.005	<0.001
Potassium (mmol/L)	4.4 ± 0.6	4.4 ± 0.5	4.3 ± 0.5	0.4	0.06
CO_2 (mmol/L)	23.1 ± 3.2	24.1 ± 3.0	24.4 ± 3.4	0.003	<0.001

(Continued)

Table 5 (Cont'd). Laboratory Parameters in H-CRIC/Hispanic CRIC Participants Compared With Non-Hispanic White and Black CRIC Participants

Variable	Hispanic (n = 497)	Non-Hispanic White (n = 1,638)	Non-Hispanic Black (n = 1,650)	P Hispanic vs White	P Hispanic vs Black
Hemoglobin (g/dL)	12.2 ± 2.0	13.1 ± 1.7	12.3 ± 1.8	<0.001	0.7
Calcium (mg/dL)	9.1 ± 0.5	9.2 ± 0.5	9.2 ± 0.5	0.01	0.008
Phosphate (mg/dL)	3.9 ± 0.7	3.6 ± 0.7	3.7 ± 0.6	<0.001	0.02
Total PTH (pg/mL)	57.7 (34.0, 90.0)	49.3 (32.0, 74.3)	69.4 (43.1, 125.0)	0.04	0.005
Serum albumin (g/dL)	3.9 ± 0.4	4.1 ± 0.4	4.0 ± 0.4	<0.001	0.02
UACR ≥300 mg/g (n = 1,110)					
Sodium (mmol/L)	137.9 ± 3.1	139.2 ± 2.8	139.5 ± 3.0	<0.001	<0.001
Potassium (mmol/L)	4.5 ± 0.6	4.5 ± 0.5	4.3 ± 0.5	0.09	0.001
CO_2 (mmol/L)	22.5 ± 3.2	24.0 ± 3.1	24.0 ± 3.4	<0.001	<0.001
Hemoglobin (g/dL)	11.8 ± 2.0	12.7 ± 1.8	11.9 ± 1.7	<0.001	0.8
Calcium (mg/dL)	8.8 ± 0.5	9.1 ± 0.5	9.0 ± 0.5	<0.001	<0.001
Phosphate (mg/dL)	4.2 ± 0.8	3.8 ± 0.6	4.0 ± 0.7	<0.001	<0.001
Total PTH (pg/mL)	81.2 (50.5, 117.0)	60.1 (36.9, 98.4)	92.0 (55.7, 157.0)	0.06	<0.001
Serum albumin (g/dL)	3.5 ± 0.5	3.8 ± 0.5	3.7 ± 0.5	<0.001	<0.001

Note: Continuous variables are represented by mean ± standard deviation or median (25th, 75th percentile). eGFR given in mL/min/1.73 m^2. Conversion factors for units: hemoglobin in g/dL to g/L, ×10; calcium in mg/dL to mmol/L, ×0.2495; phosphate in mg/dL to mmol/L, ×0.3229; albumin in g/dL to g/L, ×10; no conversion necessary for PTH in pg/mL and ng/L.

Abbreviations: CO_2, carbon dioxide; CRIC, Chronic Renal Insufficiency Cohort; eGFR, estimated glomerular filtration rate; H-CRIC, Hispanic Chronic Renal Insufficiency Cohort; PTH, parathyroid hormone; UACR, urine albumin-creatinine ratio.

viduals with CKD.[17,18] By capturing a wide array of data for a broad range of demographic factors and clinical exposures, the H-CRIC and CRIC Studies will further elucidate reasons for health disparities in Hispanics with CKD and inform clinical trials of therapeutic interventions that potentially may lead to improvements in clinical outcomes.[28]

A few prior studies examined differences in the burden of CKD between Hispanics and non-Hispanics. Although analyses from NHANES (National Health and Nutrition Examination Survey) have found the prevalence of eGFR <60 mL/min/1.73 m^2 to be similar in Mexican Americans and non-Hispanic whites, they generally have noted a higher prevalence of micro- and macroalbuminuria.[6,9,10] In a large cohort of adults with stages 3-4 CKD from Kaiser Permanente of Northern California, higher levels of proteinuria also were observed in Hispanics compared with non-Hispanic whites, which is consistent with our observations in the H-CRIC/CRIC Studies.[7] Less is known about complications of CKD. Similar to our findings, a recent analysis from NHANES found that several metabolic abnormalities, including those involving hemoglobin, phosphorus, potassium, and bicarbonate, were more common in Hispanic than white adults with eGFR <60 mL/min/1.73 m^2.[29] Differences in socioeconomic status may explain some of these observed differences. For example, 2 recent studies found that low socioeconomic status was associated strongly with higher serum phosphorus levels in adults with CKD regardless of race/ethnicity.[30,31] The impact of these complications on health outcomes will be assessed in future longitudinal analyses.

Optimal control of blood pressure and use of renoprotective medications also were found to be inferior in Hispanics compared with non-Hispanic whites in H-CRIC/CRIC despite evidence supporting these measures to attenuate CKD progression.[16] Similar patterns of greater uncontrolled blood pressure in Hispanics with and without CKD also have been observed in samples from NHANES[29,32] and MESA (Multi-Ethnic Study of Atherosclerosis),[33] which appear due in part to socioeconomic differences. Only one prior study has examined the relationship between race/ethnicity and ACE-inhibitor/ARB use in individuals at high risk of progressive CKD. Of almost 40,000 diabetic adults in the Kaiser Permanente of Northern California Diabetes Registry, 59% of Latinos received an ACE inhibitor/ARB, including 54% with albuminuria, and this proportion was not significantly different from that observed for whites.[34] Although we observed a similar proportion of Hispanics receiving ACE inhibitors/ARBs in H-CRIC/CRIC overall, we found that Hispanics had significantly lower receipt of these medications in high-risk groups (eg, diabetes, proteinuria, and blood pressure >130/80 mm Hg) compared with non-Hispanic whites and blacks. In addition to local clinical practice patterns, the lower prevalence of health insurance in Hispanics in H-CRIC/CRIC likely contributes to these observed differences. Although not specifically evaluated in regard to categories of race and ethnic-

ity, lack of health insurance has been associated with decreased access to regular care, worse control of hypertension, and less receipt of ACE inhibitors/ARBs in adults with diabetes and CKD.[35,36] Because of its robust data collection, future H-CRIC/CRIC analyses will delineate the relationships between race/ethnicity, socioeconomic status (eg, income, health insurance, and access to health care), risk factors for CKD, and CKD progression.

There is notable heterogeneity among Hispanics in the United States with regard to race, country of origin, language, health beliefs, and social customs.[37] The H-CRIC and CRIC Studies also afford an initial examination of differences among subgroups of Hispanics with CKD, finding that Mexican Americans had more severe CKD (ie, lower eGFRs and higher proteinuria), a disproportionate burden of unfavorable CKD risk factors, and a higher prevalence of CKD-related metabolic complications compared with Puerto Rican Americans and other Latin Americans. Only a few prior studies have investigated differences in CKD parameters and outcomes among Hispanic subgroups. In a prospective observational study of nearly 5,000 Hispanics receiving long-term dialysis therapy, Mexican Americans were found to have significantly lower mortality than their Puerto Rican American counterparts over 2 years.[38] Analysis of NHANES data showed that Cuban Americans were more likely to have an estimated creatinine clearance <60 mL/min/1.73 m^2 compared with Mexican Americans or Puerto Ricans.[39] Recently, findings from MESA showed that although Puerto Ricans had levels of albuminuria similar to non-Hispanic whites, Mexicans and Dominicans had much higher albuminuria than whites, which appeared to be related to the heterogeneity in genetic admixture between European, African, and Native American ancestry in these groups.[40] Further analyses are needed to better understand the diversity among Hispanic subgroups in the United States and delineate the clinical implications of these baseline findings.

The causes of racial and ethnic inequities among individuals with CKD are speculated to be of diverse origins, including patient- (eg, biological, socioeconomic, and environmental), provider- (eg, bias and communication), and health care system–related (eg, access to services) factors.[22,23] Reasons for these reported disparities in Hispanics have been examined infrequently. Some have argued that differences in sociodemographic and recognized clinical factors account for much of observed disparities in health outcomes.[27] Others have contended that intrinsic biological and genetic predispositions toward CKD and its complications, along with differential responses to treatment, may contribute substantially to these disparities for Hispanics.[7] Moreover, few studies have incorporated detailed data for socioeconomic status, health insurance, and access to care.[3,8] Of those that did, the observed disparities in regard to higher rates of ESRD in Hispanics appear to be explained only partially by these factors.[7] By virtue of their prospective longitudinal design and detailed collection of patient-level data, the H-CRIC and CRIC Studies are poised to identify additional genetic, biological, and sociocultural factors that contribute to racial/ethnic differences in CKD-related outcomes.

As in other observational analyses, inferences regarding causality are limited by residual bias and confounding. However, method strategies have been adopted to minimize these concerns.[17,18] Another potential limitation pertains to the generalizability of findings from CRIC and H-CRIC participants. As previously described,[17,18] the CRIC cohort oversampled certain subgroups (ie, African Americans) and recruited participants from select geographic sites and therefore is not a population-based sample like the NHANES CKD cohort. Similarly, most Hispanic participants in CRIC/H-CRIC were Mexican Americans (69%) and were recruited from the Chicago metropolitan area (85%). Although many characteristics of our Hispanic cohort, including country of origin, education, income, and primary language, are similar to representative samples, such as those in NHANES,[21,41,42] it is important to recognize that our Hispanic cohort does not include robust representation from all Hispanic subgroups and geographic regions of the United States. Therefore, findings reported here may not fully generalize to all US Hispanics with CKD. Last, although a recent study has indicated that the CKD-EPI equation for eGFR is relatively accurate for Hispanics,[43] this equation has not been validated in large diverse samples of Hispanics. Hence, eGFR findings reported here across racial/ethnic groups may be subject to bias.

In conclusion, Hispanics with CKD in the CRIC/H-CRIC Studies are disproportionately burdened with lower socioeconomic status, more frequent diabetes mellitus, worse blood pressure control, lower receipt of ACE-inhibitor/ARB medications, and more severe CKD with disproportionate associated metabolic complications than their non-Hispanic white and black counterparts. The consequences of these observed differences across racial and ethnic groups are less clear. Although multiple studies have found an increased burden of adverse sociodemographic characteristics, clinical risk factors, and ESRD in Hispanics compared with whites,[2-4,6-10,29] a decreased risk of cardiovascular events and death in Hispanics with CKD and ESRD has been observed,[7,24-27] which is consistent with a phenomenon observed elsewhere

called the Hispanic paradox.[44] Therefore, longitudinal analyses are critically needed to fully examine the impact of these baseline health disparities as potential mediators of racial/ethnic variation in CKD-related clinical outcomes. Improving our understanding of the causes and consequences of health disparities in Hispanics with CKD has the potential to allow us to more effectively identify and address barriers to health care and improve outcomes for this population.[22,23]

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AMERICAN FactFinder

QT-P3

Race and Hispanic or Latino Origin: 2010

2010 Census Summary File 1

NOTE: For information on confidentiality protection, nonsampling error, and definitions, see http://www.census.gov/prod/cen2010/doc/sf1.pdf.

Geography: Villa Park village, Illinois

Subject	Number	Percent
RACE		
Total population	21,904	100.0
One race	21,420	97.8
White	17,741	81.0
Black or African American	933	4.3
American Indian and Alaska Native	67	0.3
American Indian, specified [1]	28	0.1
Alaska Native, specified [1]	0	0.0
Both American Indian and Alaska Native, specified [1]	0	0.0
American Indian or Alaska Native, not specified	39	0.2
Asian	1,141	5.2
Native Hawaiian and Other Pacific Islander	1	0.0
Some Other Race	1,537	7.0
Two or More Races	484	2.2
Two races with Some Other Race	185	0.8
Two races without Some Other Race	281	1.3
Three or more races with Some Other Race	0	0.0
Three or more races without Some Other Race	18	0.1
HISPANIC OR LATINO		
Total population	21,904	100.0
Hispanic or Latino (of any race)	3,894	17.8
Mexican	3,215	14.7
Puerto Rican	235	1.1
Cuban	78	0.4
Other Hispanic or Latino [2]	366	1.7
Not Hispanic or Latino	18,010	82.2
RACE AND HISPANIC OR LATINO		
Total population	21,904	100.0
One race	21,420	97.8
Hispanic or Latino	3,703	16.9
Not Hispanic or Latino	17,717	80.9
Two or More Races	484	2.2
Hispanic or Latino	191	0.9
Not Hispanic or Latino	293	1.3

X Not applicable.
[1] "American Indian, specified" includes people who provided a specific American Indian tribe, such as Navajo or Blackfeet. "Alaska Native, specified" includes people who provided a specific Alaska Native group, such as Inupiat or Yup'ik.
[2] This category is comprised of people whose origins are from the Dominican Republic, Spain, and Spanish-speaking Central or South American countries. It also includes general origin responses such as "Latino" or "Hispanic."
Source: U.S. Census Bureau, 2010 Census.

Summary File 1, Tables P5, P8, PCT4, PCT5, PCT8, and PCT11.

AMERICAN FactFinder

QT-P3

Race and Hispanic or Latino: 2000

Census 2000 Summary File 1 (SF 1) 100-Percent Data

NOTE: For information on confidentiality protection, nonsampling error, definitions, and count corrections see http://factfinder.census.gov/home/en/datanotes/expsf1u.htm.

Subject	Illinois		Villa Park village, Illinois	
	Number	Percent	Number	Percent
RACE				
Total population	12,419,293	100.0	22,075	100.0
One race	12,184,277	98.1	21,705	98.3
White	9,125,471	73.5	19,679	89.1
Black or African American	1,876,875	15.1	369	1.7
American Indian and Alaska Native	31,006	0.2	39	0.2
American Indian	17,466	0.1	25	0.1
Alaska Native	223	0.0	0	0.0
Both American Indian and Alaska Native	6	0.0	0	0.0
American Indian or Alaska Native, not specified	13,311	0.1	14	0.1
Asian	423,603	3.4	805	3.6
Asian Indian	124,723	1.0	415	1.9
Chinese	76,725	0.6	71	0.3
Filipino	86,298	0.7	148	0.7
Japanese	20,379	0.2	17	0.1
Korean	51,453	0.4	34	0.2
Vietnamese	19,101	0.2	13	0.1
Other Asian category	38,786	0.3	96	0.4
Two or more Asian categories	6,138	0.0	11	0.0
Native Hawaiian and Other Pacific Islander	4,610	0.0	7	0.0
Native Hawaiian	1,003	0.0	2	0.0
Samoan	1,062	0.0	0	0.0
Guamanian or Chamorro	988	0.0	0	0.0
Other Pacific Islander category	1,532	0.0	5	0.0
Two or more Native Hawaiian or Other Pacific Islander categories	25	0.0	0	0.0
Some other race	722,712	5.8	806	3.7
Two or more races	235,016	1.9	370	1.7
Two races including Some other race	120,214	1.0	144	0.7
Two races excluding Some other race, and three or more races	114,802	0.9	226	1.0
Two races excluding Some other race	103,755	0.8	217	1.0
Three or more races	11,047	0.1	9	0.0
HISPANIC OR LATINO				
Total population	12,419,293	100.0	22,075	100.0
Hispanic or Latino (of any race)	1,530,262	12.3	2,770	12.5
Mexican	1,144,390	9.2	2,321	10.5
Puerto Rican	157,851	1.3	131	0.6
Cuban	18,438	0.1	67	0.3
Other Hispanic or Latino	209,583	1.7	251	1.1
Not Hispanic or Latino	10,889,031	87.7	19,305	87.5
RACE AND HISPANIC OR LATINO				
Total population	12,419,293	100.0	22,075	100.0
One race	12,184,277	98.1	21,705	98.3
Hispanic or Latino	1,449,242	11.7	2,668	12.1

Subject	Illinois		Villa Park village, Illinois	
	Number	Percent	Number	Percent
Not Hispanic or Latino	10,735,035	86.4	19,037	86.2
Two or more races	235,016	1.9	370	1.7
Hispanic or Latino	81,020	0.7	102	0.5
Not Hispanic or Latino	153,996	1.2	268	1.2

(X) Not applicable.

Source: U.S. Census Bureau, Census 2000 Summary File 1, Matrices P3, P4, PCT4, PCT5, PCT8, and PCT11.

AMERICAN FactFinder

QT-P3 | Race and Hispanic or Latino Origin: 2010

2010 Census Summary File 1

NOTE: For information on confidentiality protection, nonsampling error, and definitions, see http://www.census.gov/prod/cen2010/doc/sf1.pdf.

Geography: Addison village, Illinois

Subject	Number	Percent
RACE		
Total population	36,942	100.0
One race	35,941	97.3
White	24,962	67.6
Black or African American	1,441	3.9
American Indian and Alaska Native	198	0.5
American Indian, specified [1]	63	0.2
Alaska Native, specified [1]	0	0.0
Both American Indian and Alaska Native, specified [1]	0	0.0
American Indian or Alaska Native, not specified	135	0.4
Asian	2,730	7.4
Native Hawaiian and Other Pacific Islander	3	0.0
Some Other Race	6,607	17.9
Two or More Races	1,001	2.7
Two races with Some Other Race	617	1.7
Two races without Some Other Race	351	1.0
Three or more races with Some Other Race	11	0.0
Three or more races without Some Other Race	22	0.1
HISPANIC OR LATINO		
Total population	36,942	100.0
Hispanic or Latino (of any race)	14,813	40.1
Mexican	12,863	34.8
Puerto Rican	493	1.3
Cuban	150	0.4
Other Hispanic or Latino [2]	1,307	3.5
Not Hispanic or Latino	22,129	59.9
RACE AND HISPANIC OR LATINO		
Total population	36,942	100.0
One race	35,941	97.3
Hispanic or Latino	14,212	38.5
Not Hispanic or Latino	21,729	58.8
Two or More Races	1,001	2.7
Hispanic or Latino	601	1.6
Not Hispanic or Latino	400	1.1

X Not applicable.
[1] "American Indian, specified" includes people who provided a specific American Indian tribe, such as Navajo or Blackfeet. "Alaska Native, specified" includes people who provided a specific Alaska Native group, such as Inupiat or Yup'ik.
[2] This category is comprised of people whose origins are from the Dominican Republic, Spain, and Spanish-speaking Central or South American countries. It also includes general origin responses such as "Latino" or "Hispanic."
Source: U.S. Census Bureau, 2010 Census.

Summary File 1, Tables P5, P8, PCT4, PCT5, PCT8, and PCT11.

AMERICAN FactFinder

QT-P3

Race and Hispanic or Latino: 2000

Census 2000 Summary File 1 (SF 1) 100-Percent Data

NOTE: For information on confidentiality protection, nonsampling error, definitions, and count corrections see http://factfinder.census.gov/home/en/datanotes/expsf1u.htm.

Subject	Illinois		Addison village, Illinois	
	Number	Percent	Number	Percent
RACE				
Total population	12,419,293	100.0	35,914	100.0
One race	12,184,277	98.1	35,051	97.6
White	9,125,471	73.5	27,076	75.4
Black or African American	1,876,875	15.1	902	2.5
American Indian and Alaska Native	31,006	0.2	127	0.4
American Indian	17,466	0.1	61	0.2
Alaska Native	223	0.0	0	0.0
Both American Indian and Alaska Native	6	0.0	0	0.0
American Indian or Alaska Native, not specified	13,311	0.1	66	0.2
Asian	423,603	3.4	2,850	7.9
Asian Indian	124,723	1.0	1,645	4.6
Chinese	76,725	0.6	146	0.4
Filipino	86,298	0.7	535	1.5
Japanese	20,379	0.2	25	0.1
Korean	51,453	0.4	87	0.2
Vietnamese	19,101	0.2	187	0.5
Other Asian category	38,786	0.3	205	0.6
Two or more Asian categories	6,138	0.0	20	0.1
Native Hawaiian and Other Pacific Islander	4,610	0.0	5	0.0
Native Hawaiian	1,003	0.0	1	0.0
Samoan	1,062	0.0	0	0.0
Guamanian or Chamorro	988	0.0	0	0.0
Other Pacific Islander category	1,532	0.0	4	0.0
Two or more Native Hawaiian or Other Pacific Islander categories	25	0.0	0	0.0
Some other race	722,712	5.8	4,091	11.4
Two or more races	235,016	1.9	863	2.4
Two races including Some other race	120,214	1.0	609	1.7
Two races excluding Some other race, and three or more races	114,802	0.9	254	0.7
Two races excluding Some other race	103,755	0.8	229	0.6
Three or more races	11,047	0.1	25	0.1
HISPANIC OR LATINO				
Total population	12,419,293	100.0	35,914	100.0
Hispanic or Latino (of any race)	1,530,262	12.3	10,198	28.4
Mexican	1,144,390	9.2	8,741	24.3
Puerto Rican	157,851	1.3	351	1.0
Cuban	18,438	0.1	96	0.3
Other Hispanic or Latino	209,583	1.7	1,010	2.8
Not Hispanic or Latino	10,889,031	87.7	25,716	71.6
RACE AND HISPANIC OR LATINO				
Total population	12,419,293	100.0	35,914	100.0
One race	12,184,277	98.1	35,051	97.6
Hispanic or Latino	1,449,242	11.7	9,717	27.1

Subject	Illinois		Addison village, Illinois	
	Number	Percent	Number	Percent
Not Hispanic or Latino	10,735,035	86.4	25,334	70.5
Two or more races	235,016	1.9	863	2.4
Hispanic or Latino	81,020	0.7	481	1.3
Not Hispanic or Latino	153,996	1.2	382	1.1

(X) Not applicable.

Source: U.S. Census Bureau, Census 2000 Summary File 1, Matrices P3, P4, PCT4, PCT5, PCT8, and PCT11.

ATTACHMENT 26

UNNECESSARY DUPLICATION OF SERVICES

The attached tables show the following information:

- A list of zip code areas that are located, in total or in part, within 30 minutes normal travel time of the project's site; and
- The total population of the identified zip code areas (based upon the 2010 population numbers available for the State of Illinois population).

Zip Code	Total Population
60519	88
60502	21,873
60174	30,752
60555	13,538
60563	35,922
60540	42,910
60565	40,524
60440	52,911
60532	27,066
60517	32,038
60515	27,503
60516	29,084
60559	24,852
60439	22,919
60561	23,115
60527	27,486
60514	9,708
60521	17,597
60558	12,960
60185	36,527
60190	10,663
60184	2,448
60103	41,928
60189	30,472
60188	42,656
60187	29,016
60139	34,381
60133	38,103
60108	22,735
60172	24,537
60120	50,955
60192	16,343

Zip Code	Total Population
60107	39,927
60010	44,095
60194	19,777
60169	33,847
60193	39,188
60195	4,769
60067	38,585
60137	37,805
60148	51,468
60157	2,380
60101	39,119
60191	14,310
60143	10,360
60007	33,820
60523	9,890
60181	28,836
60126	46,371
60162	8,111
60163	5,209
60164	22,048
60106	20,309
60173	12,217
60008	22,717
60005	29,308
60074	38,985
60056	55,219
60070	16,001
60018	30,099
60016	59,690
60004	50,582
60090	37,633
60464	9,620

Zip Code	Total Population
60480	5,246
60465	17,495
60457	14,049
60455	16,446
60525	31,168
60526	13,576
60458	14,428
60501	11,626
60513	19,047
60534	10,649
60482	11,063
60415	14,139
60459	28,929
60638	55,026
60402	63,448
60154	16,773
60155	7,927
60104	19,038
60165	4,946
60160	25,432
60153	24,106
60141	224
60546	15,668
60130	14,167
60305	11,172
60707	42,920
60131	18,097
60176	11,795
60171	10,246
60634	74,298
60706	23,134
60656	27,613
60631	28,641
60304	17,231
60301	2,539
60302	32,108

Zip Code	Total Population
60804	84,573
60623	92,108
60644	48,648
60639	90,407
60651	64,267
60624	38,105
60641	71,663
60630	54,093
60646	27,177
60712	12,590
60068	37,475
60714	29,931
60025	39,105
60062	39,936
60053	23,260
60029	482
60608	82,739
60647	87,291
60612	33,472
60622	52,548
60607	23,897
60616	48,433
60642	18,480
60661	7,792
60654	14,875
60606	2,308
60602	1,204
60610	37,726
60618	92,084
60625	78,651
60605	24,668
60604	570
60603	493
60601	11,110
60611	28,718

ATTACHMENT 26

UNNECESSARY DUPLICATION OF SERVICES

The names and locations of all existing or approved health care facilities located within 30 minutes normal travel from the site that provide the dialysis services that are proposed by the project. This table indicates both facilities within an unadjusted 30 minute drive time and the 1.15 factor adjusted 30 minute drive time. Utilization data for these facilities is taken from the fourth quarter 2011 ESRD utilization .

Mapquest maps of driving times and distances are included in Appendix 2 in the order they appear in the facility table.

US RENAL CARE VILLA PARK DIALYSIS UTILIZATION ANALYSIS
FACILITIES WITHIN A 30 MINUTE DRIVE TIME RADIUS (1.15 ADJUSTED)

Name	Map Address	City	Zip Code	County	HSA	Stations	Patients	Drive Time	Adjusted Drive Time (1.15 X)	Included in Utilization Analysis	Utilization
USRC Oak Brook Dialysis	1213 Butterfield Road	Downers Grove		DuPage	7	13	-	13.0	15.0	Y	0.0%
FMC - Downers Grove Dialysis Center	3825 Highland Avenue	Downers Grove	60515	DuPage	7	19	94	14.0	16.1	Y	82.5%
FMC Dialysis Services of Willowbrook	6300 Kingery Highway	Willowbrook	60527	DuPage	7	16	81	13.0	15.0	Y	84.4%
FMC - Westchester	2400 Wolf Road	Westchester	60154	Suburban Cook	7	20	92	13.0	15.0	Y	76.7%
Fresenius Medical Care of West Chicago	1859 North Neltnor Boulevard	West Chicago	60185	DuPage	7	12	21	19.0	21.9	Y	29.2%
FMC - Central DuPage	1300 South Oak Street	West Chicago	60185	DuPage	7	16	77	24.0	27.6	Y	80.2%
USRC Streamwood Dialysis	149 Irving Park Road	Streamwood		Cook	7	13	-	26.0	29.9	Y	0.0%
DSI - Schaumburg	1156 South Roselle Road	Schaumburg	60193	Suburban Cook	7	14	68	18.0	20.7	Y	81.0%
FMC - Hoffman Estates	3150 West Higgins Road	Schaumburg	60195	Suburban Cook	7	20	108	27.0	31.1	N	90.0%
Fresenius Medical Care Lombard	1940 Springer Drive	Lombard	60148	DuPage	7	12	10	15.0	17.3	Y	13.9%
FMC - Glendale Heights	520 North Avenue	Glendale Heights	60139	DuPage	7	17	86	8.0	9.2	Y	84.3%
FMC - Elk Grove	820 Beisterfield Road	Elk Grove Village	60007	Suburban Cook	7	28	130	14.0	16.1	Y	77.4%
RCG Villa Park	York Road & Roosevelt Road	Elmhurst	60126	DuPage	7	24	128	9.0	10.4	Y	88.9%
FMC - Rolling Meadows	4180 Winnetka Avenue	Rolling Meadows	60008	Suburban Cook	7	24	94	22.0	25.3	Y	65.3%
DSI - Arlington Heights	17 West Golf Road	Arlington Heights	60005	Suburban Cook	7	18	53	20.0	23.0	Y	49.1%
Fresenius Medical Care Des Plaines	1625 Oakton Place	Des Plaines	60018	Cook	7	12	-	20.0	23.0	Y	0.0%
Loyola Dialysis Center	1201 West Roosevelt Road	Maywood	60153	Suburban Cook	7	30	142	16.0	18.4	Y	78.9%
FMC - Melrose Park	1111 Superior Street	Melrose Park	60160	Suburban Cook	7	18	55	17.0	19.6	Y	50.9%

Name	Map Address	City	Zip Code	County	HSA	Stations	Patients	Drive Time	Adjusted Drive Time (1.15 X)	Included in Utilization Analysis	Utilization
FMC - Berwyn	2601 South Harlem Avenue	Berwyn	60402	Suburban Cook	7	26	140	23.0	26.5	Y	89.7%
Oak Park Kidney Centers, LLC	610 South Maple Avenue	Oak Park	60304	Suburban Cook	7	18	67	18.0	20.7	Y	62.0%
FMC - North Avenue	719 West North Avenue	Melrose Park	60160	Suburban Cook	7	24	119	15.0	17.3	Y	82.6%
Fresenius Medical Care River Forest	103 Forest Avenue	River Forest	60305	Cook	7	20	-	20.0	23.0	Y	0.0%
Fresenius Medical Care - Northwest	4701 North Cumberland	Norridge	60706	Suburban Cook	7	16	54	22.0	25.3	Y	56.3%
Dialysis Management Services	7435 West Talcott	Chicago	60631	Cook	6	14	56	23.0	26.5	Y	66.7%
FMC - Oak Park Dialysis Center	733 Madison Street	Oak Park	60302	Suburban Cook	7	12	127	21.0	24.2	Y	176.4%
FMC - West Suburban Dialysis Unit	One Erie Street	Oak Park	60302	Suburban Cook	7	46	233	23.0	26.5	Y	84.4%
DaVita - Monteclare Dialysis Center	7009 West Belmont	Chicago	60634	Cook	6	16	83	24.0	27.6	Y	86.5%
FMC - North Kilpatrick	4800 North Kilpatrick	Chicago	60630	Cook	6	28	123	28.0	32.2	N	73.2%
FMC Dialysis Services of Congress Parkway	3410 West Van Buren	Chicago	60624	Cook	6	30	124	24.0	27.6	Y	68.9%
Cook County Hospital Dialysis	1901 West Harrison	Chicago	60612	Cook	6	9	85	26.0	29.9	Y	157.4%
UTILIZATION CALCULATION FOR FACILITIES W/IN 30 MIN DRIVE TIME						585	2,450			30	69.8%
UTILIZATION CALCULATION FOR FACILITIES W/IN ADJUSTED 30 MIN DRIVE TIME						537	2,219			28	68.9%

2114828-2

ATTACHMENT 26

MALDISTRIBUTION

This Project will not result in maldistribution, because there is not an excess of stations in health services area 007. On the contrary, this area has a need for 108 additional stations, as published in the IDPH Revised Needs Determinations for ESRD Stations dated February 21, 2012. A copy of the relevant page of the Long-Term Care Bed Inventory Update is included in this attachment.

A ratio of stations to population that exceeds one and one-half times the State average:

The ratio of stations to population for within a 30 minute drive time of the proposed facility does not exceed one and a half times the State average. The State average, calculated from the most-recently available IDPH Revised Needs Determinations for ESRD Stations dated February 21, 2012 and 2010 census population statistics results in a state station to population ratio of 1 station per 3,371 persons. The calculated station to population ratio within the 30 minute drive time of the proposed facility is 1 station per 6,737 persons. Thus the station to population ratio within the 30 minute drive time of the proposed facility does not exceed one and one-half times the State average; in fact it is one-half the State average demonstrating that there is not a maldistribution of stations in the 30 minute drive time of the proposed facility.

The associated calculation of station to population ratios is included in this attachment. The calculation for the state station to population ratio utilizes 2010 Census data for the State of Illinois and the total station count as found on the IDPH Revised Needs Determinations for ESRD Stations dated February 21, 2012. The calculation of the station to population ratio for facilities within a 30 minute drive time is calculated using all facilities and zip codes identified in the Unnecessary Duplication of Services attachment.

200 E. North Ave., Villa Park, IL	
Total Number of Stations for Facilities within a 30 Minute Drive Time	585
Total Population for Zip Codes within a 30 Minute Drive Time	3,941,194
Ratio of Stations to Population	6,737

State of Illinois	
Total Number of Stations in the State of Illinois	3,806
Total Population in the State of Illinois	12,830,632
Ratio of Stations to Population	3,371

ATTACHMENT 26

IMPACT OF PROJECT ON OTHER AREA PROVIDERS

The addition of 13 ESRD stations at the USRC Villa Park Dialysis Facility would only account for 2.2% of the total shift capacity in the unadjusted 30-minute drive time area and 1.1% of the total shift capacity in HSA 7. Assuming 80% utilization (9,734 shifts per year) was achieved immediately, the facility would only make a 1.07% difference in the 30 minute drive time occupancy levels and less than a 1% difference in the total shift capacity of HSA 7. This increase in stations is fractional compared to the number of licensed stations in the area, thus it is unlikely that the addition of these stations will lower the utilization of other area providers, both those who are operating above 80% and those operating below 80%.

Additionally, the HSA7 has a station need of 108 stations, as published in the IDPH Revised Needs Determinations for ESRD Stations dated February 21, 2012.

*This calculation is based on the HSA 7 approved stations of 1,111 as calculated on the IDPH Revised Needs Determinations for ESRD Stations dated February 21, 2012 and the 30 minute drive time facilities as identified in Attachment 26 Unnecessary Duplication of Services. Shift capacity of each station is calculated as 3 shifts per day, 6 days a week, 52 weeks a year.

ATTACHMENT 26

STAFFING AVAILABILITY

Medical Director
The curriculum vitae of the facility's Medical Director is included in this attachment.

Staff Recruitment
U.S. Renal Care Inc. recruits facility personnel through the use of various job posting websites as well as a recruitment tool maintained on the corporate website (available at http://www.usrenalcare.com/us_renal_care_careers.htm).

Training
Applicant maintains rigorous orientation and training requirements for all staff of dialysis facilities. Clinical staff are subject to a comprehensive orientation regimen providing training for such personnel in multiple areas (policies related to orientation and competencies are included in this attachment). Such staff are also required to comply with any federal or state training requirements necessary for certification in their respective fields. In addition, U.S. Renal maintains both corporate and facility level training requirements for facility staff. For example, all staff are subject to corporate requirements for annual competency assessments and quarterly assignments provided through U.S. Renal Care's training tool, Health Streams (a copy of the schedule of assignments, email reminder and completion report are included in this attachment). Furthermore, dialysis staff are also required to comply with any facility required training programs as implemented by the governing body of the dialysis facility (see attached policy# EO-8002).

Staffing Plan
Applicant maintains staffing ratios in compliance with state requirements for the state in which Applicant maintains a dialysis facility. Included in this attachment is the U.S. Renal Care policy regarding staffing ratios which demonstrates the requirement for on duty RNs when the patients are present and maintenance of direct patient care providers in compliance with state regulations. In the case of Illinois Applicant will maintain a ratio of one direct patient care provider to every four patients.

ATTACHMENT 26

STAFFING AVAILABILITY

USRC Villa Park, LLC

As required by 77 Ill. Admin. Code § 1110.1430(e)(5), Applicant certifies that US Renal Care Villa Park Dialysis will maintain an open medical staff. Any board licensed nephrologist may apply for privileges at this facility.

Signature

Thomas L. Weinberg
Printed Name

Manager
Title

Subscribed and sworn to before me this 28th day of Feb, 2012

Signature of Notary

Seal

2114828-1

CURRICULUM VITAE

MICHAEL L. COHAN, M.D.
1133 W. Cornelia #I
Chicago, Il. 60657

EDUCATION

July, 1991 June 1993	Nephrology Fellowship	Rush-Presbyterian St. Luke's Medical Center Chicago, IL.
June, 1987 June, 1990	Internal Medicine Internship	Rush-Presbyterian St. Luke's Medical Center Chicago, IL.
September, 1983 June, 1987	Doctor of Medicine	Thomas Jefferson Medical College Philadelphia, PA
September, 1979 May, 1983	Bachelor of Arts Biological Basic of Behavior Minor: Chemistry	University of Pennsylvania Philadelphia, PA

EXPERIENCE

July, 1993 Present	Internal Medicine Nephrology	Elmhurst Clinic Elmhurst, IL.
July, 1990 June, 1991	Attending Internist	Rush-Presbyterian St. Luke's Medical Center Chicago, IL.
1988 – 1990	Interviewer for Applicants	Rush Medical College Chicago, IL.
1990	Physician	Chicago, Park District Chicago, IL.
1983 – 1985	Child Care Worker	Children's Seashore House Atlantic City, NJ.

MICHAEL L. COHAN, M.D.

LICENSURE/CERTIFICATION

1988 National Board of Medical Examiners
1990 Licensed in the State of Illinois
Diplomat of the American Board of Internal Medicine

CURRENTLY BOARD CERTIFIED:
INTERNAL MEDICINE
NEPHROLOGY

HONORS

Letter of Commendation for Outstanding Performance as a Teacher, Department of Internal Medicine, Rush-Presbyterian St. Luke's Medical Center, Fall, 1988: Winter, Spring, Fall, 1989

Hobart Hare Honorary Medical Society, Jefferson Medical College

Course Honors: Internal Medicine, Psychiatry, Pharmacology, Jefferson Medical College.

Psi Shi Psychology Honor Society, University of Pennsylvania

Dean's List, University of Pennsylvania, 1979-1983

PROFESSIONAL MEMBERSHIPS

American Medical Association
American College of Physicians
DuPage County Medical Society

RESEARCH

Various studies at the University of Pennsylvania Obesity Center, 1981-1983

PERSONAL INFORMATION

Martial Status: Single
Origin: Philadelphia, PA
Birthdate: February 21, 1961

MICHAEL L. COHAN, M.D.

REFERENCES

Roger Rodby, M.D.
Department of Nephrology
Rush-Presbyterian St. Luke's Medical Center
1653 W. Congress Pkwy
Chicago, IL 60612

Susan Hou, M.D.
Department of Nephrology
Rush-Presbyterian St. Luke's Medical Center
1653 W. Congress Pkwy
Chicago, IL 60612

Edmund J. Lewis, M.D.
Department of nephrology
Rush-Presbyterian St. Luke's Medical Center
1653 W. Congress Pkwy
Chicago, IL 60612

U.S. RENAL CARE		
Clinical Annual Competency		**EFFECTIVE DATE: 01/2011**
POLICY # EO-9003		**REVISION DATE:**

Employee: _____

Title: _____

Date of Hire: _____

NOTE: Not All Skills May Be Required

Universal Precautions/Exposure Control	**Date Completed**	**Preceptor Signature**
Sterile Technique		
Aseptic Technique		
Machine Setup/Initiation of Treatment	**Date Completed**	**Preceptor Signature**
Hemodialysis Machine Set-Up		
Correct Bath		
Gather all Supplies		
Turn on Water		
Alarm Testing		
Line Placement/Connect Concentrate		
Peracetic Acid or or other Residual Sterilant Testing (when applicable)		
Secures the Correct Dialyzer for the Patient		
Verification of Dialyzer		
Conductivity/pH Procedure		
Treatment Settings		
Treatment Procedure	**Date Completed**	**Preceptor Signature**
Initiation of Treatment		
Calculating Fluid Removal		
Setting UFR/Programs/Na Modeling/Coef		
Calculating Fluid Replacement		
Adjusts Blood Flow Rate to Patient's Prescription		
Ultrafiltrate Only		
Heparin Administration		
Patient Monitoring		
Vital Signs		
Fluid Replacement		
Complication Assessment and Treatment		
Reports unusual Findings to CN		
Oxygen Administration (if applicable)		
Verifies the Ordered Flow Rate from the CN		
Sets up Equipment Correctly		
Connects Tubing Correctly to Equipment and to Patient		
Complication Intervention	**Date Completed**	**Preceptor Signature**
Hypotension		
Hypertension		
Nausea/Vomiting		
Cramping		
Chest Pain		
SOB		
Seizures		
Cardiac/Respiratory Arrest		
Informs CN of any Unusual Findings		

U.S. RENAL CARE

Clinical Annual Competency		EFFECTIVE DATE: 01/2011
POLICY # EO-9003		REVISION DATE:

Medication Administration	Date Completed	Preceptor Signature
Aseptic technique is used when preparing and administering intravenous medications from vials and amplules		
P.O.		
I.M.		
I.V. Push		
I. V. Drip		
Sub Q		
Labels Syringes Correctly		
Licocaine Administration (if applicable)		
Checks Patient's Prescription		
Identifies the Correct Vial of Medication		
Prepares Dosage Correctly		
Administers the Dose Correctly		
Observes for and Understands Possible Complications		
Heparin Administration (if applicable)		
Describes Basics of Anticoagulation Therapy		
Assess Patient for and Reports Evidence of Active Bleeding		
Checks Patient's Prescription		
Identifies the Correct Vial of Medication		
Prepares Dosage Correctly		
Administers the Dose Correctly		
Observes for and Understands Possible Complications		
Monitors Appropriateness of Anticoagulation Throughout Treatment		
Normal Saline Administration (if applicable)		
Understand Facility Protocol		
Checks Patient's Prescription		
Recognizes Signs of Hypotension		
Notifies RN Appropriately		
Administers Normal Saline Correctly		
Treatment Termination	**Date Completed**	**Preceptor Signature**
Rinseback Procedure		
Removal of Fistula Needles		
Treatment of Post Treatment Bleeding		
Care of Catheters Post Treatment (if applicable)		
Discarding Supplies		
Reports Unusual Findings to CN		
Sanitizing equipment and treatment area		
Catheters (As Per State Regs)	**Date Completed**	**Preceptor Signature**
Assessment		
Pretreatment Preparation		
Initiation of Dialysis		
Accessing the Bloodstream		
Correcting Operational Problems:		
Poor Arterial Flow		
Poor Venous Flow		
Clotting in Catheter		
Elevated Arterial/Venous Pressures		
Site Infections/Cultures		
Take Off Preparation		
Rinseback Procedure		
Post Treatment Care of Catheter		
Dressing Change		

U.S. RENAL CARE

Clinical Annual Competency		EFFECTIVE DATE: 01/2011
POLICY # EO-9003		REVISION DATE:

Fistula's/Grafts	Date Completed	Preceptor Signature
Assessment of Bruit and Thrill		
Pretreatment Preparation		
Cannulation		
Inspects the Access for Patency		
Prepares the Skin Using Aseptic Technique at all Times		
Calls for Assisstance Appropriately		
Places Needles Correctly		
Replaces Needles Appropriately		
Secures Needles		
Accessing the Bloodstream		
Operational Problems and Corrections:		
Responds Appropriately to Machine Alarms		
Infiltration with Cannulation		
Infiltration During Treatment		
Arterial/Venous Spasms		
Arterial/Venous Pressure Problems		
Localized Bleeding		
Dislodged Needle		
Clotted Needle/Dialyzer		
Blood Leak into Dialysate		
Blood Leak Outside of Bloodpath		
Documentation	**Date Completed**	**Preceptor Signature**
Clinical Information System use		
Flowsheet		
Dialyzer and Patient Verification		
Machine Checks		
Vital Signs		
Medication Administration		
Pre and Post Assessments		
Treatment Complications		
Monthly Nursing Charting		
Admissions Charting		
Discharge Charting		
Patient Occurrence Charting		
Patient Assessment/Plan of Care		
Diagnostic Laboratory Testing	**Date Completed**	**Preceptor Signature**
Monthly and Other Labwork		
Blood/Wound Cultures		
Blood Glucose Testing		
Able to Describe Appropriate Response to Patient Emergencies	**Date Completed**	**Preceptor Signature**
Air Embolism		
Cardiac/Respiratory Arrest		
Unstable Angina		
Seizures		
Shock		
"New Dialyzer Reaction"		
Hemoylysis		
Pyrogenic Reaction		
Chlorine in Dialysate		
Other		

U.S. RENAL CARE		
Clinical Annual Competency		EFFECTIVE DATE: 01/2011
POLICY # EO-9003		REVISION DATE:

Equipment and Building Emergencies	Date Completed	Preceptor Signature
Dialyzer Blood Leak		
Clotted Dialyzer and or Lines		
Loss of Electrical Power		
Hand Crank Take-Off Procedure		
Fire or Flood		
Emergency Evacuation of Building		
Tornado/Hurricane/Blizzard Plans		
Knows Correct Procedure for Machine Failure		
Use of Emergency Equipment	**Date Completed**	**Preceptor Signature**
Oxygen		
Ambu Bag/Oral Airway		
Crash Cart		
Portable Suction		
Pt. Evacuation During an Emergency		
Education	**Date Completed**	**Preceptor Signature**
Fire Safety		
Back Safety		
Hazard Communication		
Electrical Safety		
US Renal Care Standards of Conduct & Compliance Program		
Prevention of Slips, Trips and Falls		
Emergency Preparedness		
Prevention of Needlesticks		
Additional competencies as required by state specific regulation, job role or needs assessment		
Complete Annual Competency Checklist - Clinical Employee (Technical Training Manual Section 9)		

_____, has successfully completed the USRC Clinical Annual Training Program to include successful return demonstrations and is competent to perform the clinical duties included on this checklist.

Employee Signature: _____ Date:_____

Preceptor Signature: _____ Date:_____

Medical Director Signature: _____ Date:_____

CONTINUING EDUCATION & IN-SERVICE PROGRAMS-
SEE STATE SPECIFIC ALSO

PURPOSE: To provide guidelines on continuing education

POLICY:

All employees must have the opportunity for continuing education and related development activities. Continuing education and in-service programs are encouraged for all staff in the facility to continuously improve the quality of patient care by increasing staff knowledge.

PROCEDURE:

The governing body or designated persons are responsible for developing regularly scheduled in-service programs that will meet the needs of the staff and the center.

Documentation of attendance at continuing education activities will be kept in the personnel file for each staff member. Continuing education activities may consist of, but are not limited to; seminars, lectures, and educational workshops for one-on-one training.

The Facility Administrator will maintain minutes of all such meetings, including attendance records. Out of center continuing education programs will be at the guidance of the Facility Administrator.

U.S. RENAL CARE		
Hemodialysis Charge Nurse Skills Checklist		EFFECTIVE DATE: 01/2011
POLICY # EO-1002		REVISION DATE: 04/2011

Employee: _____

Title: _____

Facility: _____

Date of Hire: _____

PA, VA, NY, GA a LPN maybe a charge nurse as long as dialysis RN is available in the building. The LPN may not supervise a RN

Charge Nurse, Administrator, or qualified designee may perform skills verification as preceptor

Objectives: To ensure proper orientation to the charge nurse position.

To provide a smooth transition from the clinical floor setting to the charge position

Expectations: The Charge Nurse will demonstrate ability to complete all charge nurse duties as per all facility protocols and procedures according to job description

Orientation Requirements	Date Completed	Preceptor Signature
Received a copy of the Federal/State Regulations and become familiar with the rule and regulations of the practicing state.		
Understands and accepts expectations of job description		
Knows the facility's floor plan for emergency purposes and location of the equipment and supplies.		
Demonstrate knowledge of policies and procedures:		
a. Patients' Rights and Responsibilities	a	a
b Patient's Grievance Procedure	b.	b.
c. Patient/Staff disaster plan, emergency evacuation and use of emergency supplies	c.	c
d. Process for transferring patient to hospitals and other health care facilities	d.	d.
e. Patient Admissions and Discharges	e.	e.
f. Processing of the transient patient	f	f
g. Administration of medications and (count of narcotics) if required per facility procedure.	g.	g
h. Administration of blood products (if provided) as per facility protocol	h	h.
Demonstates knowledge of the Electronic Medical Record(EMR)		
Pass a written comprehensive exam on Renal A&P, ESRD, and Hemodialysis with a score of 80% or better.		
Pass a written medication test as related to dialysis and other conditions related to renal failure		
Attend formal charge nurse education class contact educator.		
Daily Responsibilities	**Date Completed**	**Preceptor Signature**
Water Checks		
Verifiex Water testing is performed per policy;		
a. AM opening - Check all water parameters,	a.	a.
Pressure gauges, Softner and Carbon Tanks		
b. Checks Carbon tanks prior to start of each shift	b	b.
c. End of the day checks - Softner tank	c.	c
d. Ensures all logs are properly completed.	d.	c.
Clinical Checks		
Knows the location of the emergency cart, AED and suction equipment		
Ensures all equipment is functional and ready for use		
Verifies all daily checks are done, i.e.; glucometer, AED, crash cart, oxygen, suction supplies		
Assures drug counts are performed and accurate at start and end of day and documents on logs		
Verifies temperatures on medication and lab refridgerators are within established limits and documents on logs.		
Makes daily staff assignments based on patient needs		
Ensures staffing ratios do not exceed 4:1/PCT and 12:1/license nurse or as per state regs. FA is notified if not met		
Ensures staff maintains integrity of patient schedule. FA notified if not met.		
Provides immediate supervision of patient care.		
Provides oversight and direction to PCTs and LVNs/LPNs		
Intervenes to changes in patient's condition		
Recommends changes in treatment based on patient's current needs		
Ensures patients are in view of staff during hemodialysis treatments.		

U.S. RENAL CARE		
Hemodialysis Charge Nurse Skills Checklist		EFFECTIVE DATE: 01/2011
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Ensures visulaization of the patients, their access site, and their bloodline connections during the dialysis treatment		
Enforces staff compliance to personnel policies regarding breaks, lunch periods, etc.		
Efficiently manages staff hours and overtime - including sending staff home as needed when census is low.		
Ensures compliance with state and federal regulations - FA notified if not met		
References the Policy and Procedure manual to increase personal knowledge of P&P		
Practices according to company policies and procedures		
Verifies and corrects others to follow company P&P		
Follows proper infection control practices		
Monitors/corrects infection control practices for staff, patients and visitors - FA notified if not met		
Ensures biohazard wast is disposed of and stored properly		
Oversees the clinical floor is kept clean of debris/spills		
Ensures an unobstructed path to patient stations is maintained		
Ensures emergency exits are not obstructed		
Oversees that emergency procedures are followed		
Transcribes orders correctly onto Kardex, computer system, and/or methods as per facility protocol		
Verifies staff is transcribing/carrying out orders correctly		
Hospitalization of a patient: notifies physician, sends correct paperwork, proper documentation in progress notes.		
Proper documentation on return of hospitalized patient		
Conducts assessment of a patient when indicated by a question relating to a change in the patient's status, extended or frequent hospitalizations, or at the patient's request.		
Facilitates communicatin between the patient, patient's family or significant other		
Initiates and provide patient education and follow up as needed		
Participates in the interdisciplinary team review of a patient's progress		
Prepares for and assists with CIPA and POC completion as assigned		
Proper medication adminstration, including use of protocols for:		
a. Epogen	a.	a.
b. Vitamin D Analogs: Calcijex, Hectorol, Zemplar	b.	b
c. Iron: Venfor, Ferrlecit	c.	c
d. Oxygen	d.	d.
e. Hepititis vaccine	e.	e.
f. TB Tuberculin Testing	f.	f
g. Heparin	g.	g.
h Lidocaine	h	h
i. Urokinase (Activase)	i.	i.
j. Antibiotics	j.	j.
k. Normal Saline	k.	k.
Manages complications during hemodialysis		
a. Hypotension	a	a.
b. Hypertension	b.	b.
c. Cramps	c.	c.
d. Headaches	d.	d.
e. Pruritis	e.	e.
f. Nausea, vomiting	f.	f.
g. Fever, chills	g.	g.
h Pyrogenic reaction	h.	h.
i. Chest pain	i	i.
j. Seizures	j.	j.
k.Hypoglycemia	k.	k.
l. Hyperglycemia	l.	l.

U.S. RENAL CARE		
Hemodialysis Charge Nurse Skills Checklist		EFFECTIVE DATE: 01/2011
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Oversees use and management of Reuse chemicals where applicable		
a. Approve sterilant	a.	a.
b. Signs and symptoms of reaction/exposure	b.	b.
Proper use of incident reports		
Verifies all ordered lab is drawn, processed, packaged and sent out		
Verifies staff perform pH/conductivity checks before treatment		
Recognizes machine problems, correctly handles machine problems, communicates with technical		
Communicates with physician, dietician, and social worker regarding patient needs		
Ensures charts are closed out prior to leaving and all paperwork communicated to business office as required (billing logs, etc.)		
Secures the building at the end of the day:		
a. makes sure all patients have left the facility	a.	a.
b. checks that water and acid valves have been turned off	b.	b.
c. checks that answering service has bee activated	c.	c.
d. makes sure all doors have been locked	d.	d.
Weekly /Monthly /Quarterly Responsibilities	**Date Completed**	**Preceptor Signature**
Checks crash cart for adequacy of supplies, kind of supplies, and expiration dates, i.e.; meds, airway, lab tubes, misc.		
Checks to see what weekly labs need to be drawn		
Review of lab results and reports any critical abnormal results to the Physician		
Adjust patient treatment according to lab results following protocol		
Monthly Diabetic Foot Checks done		
Quarterly review of patient's home medication		
Treatment Initiation Responsiblities	**Date Completed**	**Preceptor Signature**
Conducts nursing rounds once all patients are undergoing treatment and		
a reviews patient pre-treatment assessments and verifies accuracy and completeness	a.	a.
b. verifies all parameters are set to prescribed order.	b.	b.
c. verifies pre-treatments machine checks have been performed and documented	c.	c.
d verifies treatment is initiated 3-5 minutes after heparin bolus is given according to documentation	d	d.
Intradialytic Responsibilities	**Date Completed**	**Preceptor Signature**
Delegates administration of medications to licensed staff		
Verifies medications are prepared and labeled appropriately		
Adjusts medication doses based on lab per established protocol		
Reviews "routine" charting by nurses/PCTs		
Reviews "special situation" charting (acute problems, drug reactions, chest pain, fever, blood loss, etc.)		
Monitors machine alarms are answered in a timely manner		
Ensures 1/2 of all patient care staff are present on the clinical floor at all times.		
Turn-Around Responsibilities	**Date Completed**	**Preceptor Signature**
Orchestrates a smooth turnover by remaining on the dialysis floor during turnover, re-assigning staff as needed and troubleshooting problems		
Monitors sharps are disposed of properly		
Monitors trash is disposed of properly		
Ensures staff does not take breaks during turnover		
Ensures no personal phone calls are taken during turnover		
Physician Rounding Responsibilities	**Date Completed**	**Preceptor Signature**
Rounds with physicians and review labs, medications and other study results with MD Updates MD to any new patient developments.		
Receives new orders, transcribes themm accurately, and carry them out in a time manner.		
Emergency Procedures	**Date Completed**	**Preceptor Signature**
Demonstrates Knowledge of Emergency Procedures		
a. Fire evacuation		
b. Loss of power		
c. Loss of water supply		
d. Natural disaster procedures		
Earthquake		
Tornado		
Hurricane		

U.S. RENAL CARE		
Hemodialysis Charge Nurse Skills Checklist		EFFECTIVE DATE: 01/2011
POLICY # EO-1002		REVISION DATE: 04/2011

_____, has successfully completed the USRC Charge Nurse Skills Checklist to include successful return demonstrations and is competent to perform the clinical duties included on this checklist.

Employee Signature: _____ Date._____

Reviewer Signature: _____ Date._____

Medical Director Signature: _____ Date:_____

RN/ LPN / LVN ORIENTATION

SCHEDULE FOR RN/LPN/LVN ORIENTATION AFTER ALL STEPS OF HEMODIALYSIS ORIENTATION ARE MET

(Ex. RN/LPN/LVN may only need 4 weeks to achieve Hemodialysis Orientation and then RN/LPN orientation can start)

Week I

Paperwork
Medication Administration and Documentation
Dressing Changes
IV Pump
Review of PD concepts- schedule with PD Nurse. Ultra Bag Competency and instillation of medications in PD bag.
Rounds with the physician
Transcribing orders
Evaluation

Week II

Charge Nurse Competency
Day I: Shadow the Charge Nurse
Day II-V: Charge Nurse role with Preceptor
Medication Test
Evaluation

Reference: Core Curriculum for Nephrology Nursing

POLICY:

All Patient Care Technicians (PCT's) shall be certified under a state or a nationally approved certification program as follows:

1. For newly employed patient care technicians, within 18 months of being hired as a dialysis patient care technician or
2. For patient Care technicians employed on October 14, 2008, within 18 months after this date (on or before April 14, 2010).
3. For current employees who transfer in to the patient care technician role from other jobs (reuse or water treatment technicians) certification will be obtained in 18 months from the date he/she started in the new PCT position

Ultimately US Renal Care (USRC) recognizes that certification of the PCT is an individual responsibility and a condition of continued employment in the dialysis industry. USRC will:

1. Offer review classes for voluntary attendance.
2. Offer copies of the "Amgen Care Curriculum for the Dialysis Technician" as a study guide.
3. Assist the employee with the application process to ensure completion and thoroughness of each application.
4. Pay initially for the first exam.
5. Reimburse for a second testing attempt once proof of a passing score is provided.
6. Encourage each PCT employed on October 14, 2008 to sit for the certification exam no later than the end of January 2010 to ensure adequate time to reschedule and retake the exam by the April deadline if necessary.

HEMODIALYSIS ORIENTATION FOR NEW CLINICAL STAFF
Also see State Specific

The orientation period is approximately 6 – 8 weeks in length. In order to meet the objective of the Orientation Checklist, and to allow for sufficient clinical practice, the following schedule is presented as a **guide**. Mastery of both theory and clinical skills is the responsibility of the student and no student may practice independently without demonstration and documentation of required skills. Until the individual has satisfied the training and competency requirements, the individual during the process of completing training shall be identified as a trainee when present in any patient area of the facility.

Prior to providing dialysis care, all nursing staff shall demonstrate satisfactory completion of either the training program or educational equivalency and the competency skills assessment checklist as required for the dialysis technicians.

Any registered nurse or licensed practical nurse who is employed without previous experience in the dialysis process, and who has not yet successfully completed the skills competency checklist, shall be directly supervise when engaged in dialysis treatment activities with patients by a staff member who has demonstrated skills competency for dialysis treatment as required by the State/Federal Regulations.

In addition to the Amgen and Nephrology Core Curriculums, the Employee Orientation Program Workbook is a good resource tool. Delivery of training material will be accomplished through a combination of lecture, video presentations and independent study.

WEEK 1:

Day 1: Facility tour and orientation
Overview of the services provided by the facility
Meet preceptor
Meet the staff and physicians
Review of Employee Handbook and Job Description
Staff Roles and Responsibilities
Overview of US Renal Care Philosophy
Overview of P & P Manual
Introduction of dialysis machine and dialysis prescription
Reference Amgen Core Curriculum
Read/review Module I and II (Today's Dialysis Environment/The Person with Kidney Failure)
Universal Precautions/OSHA Education
HIPAA training
Fire and Electrical Safety
Professional education
View state specific training videos
Testing: OSHA (TB, Blood borne pathogens, Universal Precautions, Hepatitis)

Day 2: Scavenger Hunt

Practice set up of dialysis machine with preceptor and removal of lines
Observation of Hemodialysis procedure and orientation to clinic routines
Proper cleaning of chairs, machines, clamps, and blood pressure cuffs
Basic chemistry of body fluids and electrolytes
History of Dialysis
Legal and Ethical Issues
Hygiene and Grooming
Mobility and Positioning
Read/review Module III (Principles of Dialysis)

Day 3: Practice set up of dialysis machine with preceptor

Introduction to screen of dialysis machine and machine components
Reference Braun Operators Manual
Vital signs
Overview of the continuous quality improvement program
Read/review Module IV (Hemodialysis Devices)
Role of the dialysis technician in a dialysis setting: legal and ethical considerations and concepts of delegating.
Communication and Team work Skills
Pre and Post weights
Machine testing PH/conductivity/temperatures

Day 4: Machine operation and introduction to problem solving with preceptor

Trouble shooting equipment – machine alarms
Practices set up of the dialysis machine
Policies and Procedures on Patients rights including Patient Bill of Rights
Delivery of an adequate dialysis treatment and factors which may result in inadequate treatment
Complications of dialysis and interventions
Aseptic technique
Education on the proper use of Safety Needles
Education on accidental needle sticks (Issues and Prevention Strategies for Healthcare Workers)

Day 5: Preparation and use of dialysate baths

Practices set up of the dialysis machine
Elder Abuse in the dialysis machine
Testing: Module I (Today's Dialysis Environment)
Identify allergies, patient chart (electronic medical record)
Identify goal, treatment time, UFR, TMP
Evaluation: Week 1

WEEK 2:

Continue practice set up and use of dialysis machine
Residual testing for presence of bleach
Introduction and education on access placement and taping access
Review location and use of emergency equipment:
(Oxygen, suction, crash cart, EKG, AED, Emergency box, fire drill & evacuation)
Introduction to patient monitoring during treatment
Introduction and education on documentation procedures and the HII system
Theory and practice of conventional, high efficiency, and high flux dialysis
Interpersonal Communication
Read/review Module II and III (The Person with Kidney Failure/Principles of Dialysis)
Evaluation: Week 2

WEEK 3:

Emergency Plans and Procedures
Introduction to dialysis termination procedures
Review and practice pre and post treatment procedures, patient monitoring
Review clinic specific responsibilities and documentation
Education on Transplants
Review complication recognition and treatment
Continue practice with machine set up and operation
Read/review: Module V (Vascular Access)
Testing: Module IV (Hemodialysis Devices)
Evaluation: Week 3

WEEK 4:

Introduction to initiation of dialysis with catheters (as appropriate to job description)
Review and educate on commonly used dialysis medications
Medication Administration
Continue supervised practice of dialysis termination
Review P & P Manual
Normal and abnormal lab values
Pre and post dialysis blood draws
Lab processing duties
Orientation and competency for blood glucose monitoring equipment
Supervised practice to incorporate pre and post dialysis procedures and patient
Monitoring with machine operation, and documentation
Introduction to initiation of dialysis by cannulation
Introduction of materials used to create grafts, needle placement for access in a graft, and prevention of complications: and identification of signs and symptoms of complications when cannulating access
Education on PD
Renal Dietitian: Nutritional Considerations
Read/review Module VI (Hemodialysis Procedures and Complications)
Evaluation: Week 4

WEEK 5:

Cannulation of a patient with fistula needles
The orientee will incorporate trouble shooting and patient complications with all previously learned and practiced experience
Continue supervised practice of dialysis initiation via catheter, dialysis termination, and treatment procedures and monitoring
Incorporate machine problem solving and recognition and treatment of complications Into practice
Education on monitoring of arterial and venous pressures
Renal Social Worker: Psychosocial issues
Read/review Module VII and VIII (Dialyzer Reprocessing/Water Treatment)
Testing: Module V (Vascular Access)
Evaluation: Week 5

WEEK 6:

Continue supervised practice of hemodialysis procedures
Competently complete a 1 – 2 patient assignment
Education on the management of adequacy outcomes
Technical Specialist: Water system, risks to patients of unsafe water, water checks, machine maintenance, trouble shooting machines and cleaning of machines
Evaluation: Week 6 (Preceptor/Orientee/Administrator)

WEEK 7 & 8:

Competently complete assigned patient assignment
Testing: Module VII and VIII (Dialyzer reprocessing/Water Treatment)

This orientation program is based on the assumption that the orientee has no previous experience. Alterations/Adjustments in the orientation program will be made based on previous experience and proven clinical skills. During orientation the orientee will also receive theory training provided by the Clinical Services Department.

REFERENCES TO BE REVIEWED DURING ORIENTATION:

Core Curriculum for Dialysis Technicians
State Specific Educational Videos
Dialysis Training Manual
Dialysis Machine Manual
Dialysis Machine Trouble Shooting Guide

EVALUATION:

All tests in the orientation manual are to be passed with a score of 80%.

Weekly evaluations with the orientation checklist will be filled out throughout the orientation process by the orientee, preceptor, and educator. The Administrator will evaluate all checklists weekly.

If at any time there are difficulties with the learning of the didactic material or inability to complete modules in the specified time period the Facility Administrator will be notified immediately. If at any time there are difficulties with the dialysis machine set-up, treatment monitoring, or termination of the treatment the Administrator will be notified. The Preceptor and Administrator will assess the training schedule orientee's progress and if needed will make changes in the orientation program.

U.S. RENAL CARE

POLICY : STAFFING POLICY		EFFECTIVE DATE: 01/2011
POLICY #: C-AD-0140	PAGE 1 OF 1	REVISION DATE:

Staffing requirement for the ESRD facility include the coordination of personnel by the facility administrator to adequately staff for safe and effective provision of patient care.

The following guidelines will direct the staffing of each facility.

1. A fulltime supervising nurse shall be employed to manage the provision of patient care.

2. A nurse or nurses functioning in the charge role shall be on site and available to the treatment area to provide patient care during all dialysis treatments.

3. A registered nurse shall be in the facility when patients are present in the facility – if applicable.

4. Licensed nurse to patient ratio shall meet the required state regulations which govern the facility.

5. Sufficient direct care staff shall be on-site to meet the needs of the patients. The staffing level shall not exceed that which is required by state specific regulations which govern the facility. See below for state specific staffing requirements.

State Specific Staffing Requirements

State	Licensed Staff to Patient Ratio	Direct Care Staff to Patient Ratio
Georgia	1 to 10	1 to 4
Maryland	1 to 9	1 to 3
New Jersey	1 to 9	1 to 3
Ohio	None	None
South Carolina	1 to 10	1 to 4
Texas	1 to 12	1 to 4
Pennsylvania	None	None
Arkansas	None	None
Oklahoma	None	None
South Carolina	None	None
New York	None	None

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ATTACHMENT 26

SUPPORT SERVICES

USRC Villa Park, LLC

In accordance with 77 Ill. Admin. Code § 1110.1430(f) and with respect to the US Renal Care Villa Park Dialysis facility, Applicant certifies that:

1. Applicant certifies that it will utilize the Health Informatics International system for the provision of care to its patients;

2. Applicant certifies that support services consisting of clinical laboratory service, blood bank, nutrition, rehabilitation, psychiatric and social services will be available to its patients; and

3. Applicant certifies that provision of training for self-care dialysis, self-care instruction, home and home-assisted dialysis, and home training will be provided at the US Renal Care Oak Brook Dialysis facility.

Signature

Thomas L. Weinberg
Printed Name

Manager
Title

Subscribed and sworn to before me this 28th day of Feb, 2012

Signature of Notary

Seal

LISA L. STEWART
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
2-27-2016

2114828-1

ATTACHMENT 26

MINIMUM NUMBER OF STATIONS

The proposed U.S. Renal Care Villa Park Dialysis facility contemplates the establishment of 13 ESRD stations which meets the minimum station requirements for a metropolitan statistical area.

ATTACHMENT 26

CONTINUITY OF CARE

TRANSFER AGREEMENT

USRC Villa Park, LLC an Illinois limited liability company (the "***Center***"), and **Alexian Brothers Medical Center**, an Illinois not-for-profit corporation (the "***Hospital***"), make and enter into this Transfer Agreement ("***Agreement***"), effective as of this 25th of January, 2012.

WHEREAS, the Center will to the Illinois Health Facilities Services and Review Board (the "***Board***") an application for a certificate of need permit to establish a free-standing renal dialysis center for treatment of patients with end-stage renal disease, which the Center will locate in **Villa Park,** Illinois;

WHEREAS, the Hospital owns and operates a licensed and Medicare-certified acute-care hospital, located at 800 Biesterfield Rd, Elk Grove Village, Illinois, in reasonable proximity to the Center;

WHEREAS, patients of the Center ("***Patients***") may require, from time to time, evaluation, treatment, or admission to the Hospital; and

WHEREAS, the parties hereto desire to enter into this Agreement in order to specify the rights and duties of each of the parties and to specify the procedure for facilitating the transfer of Patients to the Hospital.

NOW, THEREFORE, to facilitate the transfer of Patients to the Hospital, the parties hereto agree to the terms of this Agreement, as set forth below.

1. **TRANSFER OF PATIENTS**: If the Center determines that a Patient needs emergency evaluation, treatment, or admission to the Hospital, and a Hospital physician accepts the transfer of the Patient, the Hospital will accept the transfer of the Patient, as promptly as possible, provided such transfer meets the Hospital's transfer requirements, and the Hospital has adequate staff and bed space for the Patient. A designated staff member of the Center shall contact a designated staff member of the Hospital to facilitate such transfer and admission to the Hospital. The Hospital shall receive Patient in accordance with applicable federal and state laws and regulations, and reasonable Hospital policies and procedures. The Hospital's responsibility for Patient's care shall begin when Patient enters the Hospital.

2. **RESPONSIBILITIES OF THE CENTER**: The Center shall be responsible for performing or ensuring the performance of the following:

a. **Transportation**: The Center will arrange for transportation of Patient to the Hospital;

b. **Designated Coordinator**: The Center will designate a staff member who has authority to represent the Center and to coordinate the transfer of the Patient to the Hospital ("***Transfer Coordinator***"). The Center will notify the Hospital and keep it apprised of the name and contact information of the Transfer Coordinator;

c. **Notice to Hospital**: The Center's designated staff person will notify Hospital's Admission Coordinator before the transfer to alert the Hospital of the impending and estimated time of arrival of Patient and to provide information on Patient, to the extent Section 4 of this Agreement allows;

d. **Patient Choice**: The Center recognizes the right of a Patient to (i) request transfer into the care of a hospital of the Patient's choosing and (ii) refuse to consent to treatment or transfer; and

e. **Compliance with Law**: The Center will comply with the requirements of applicable state and federal laws relative to the care and transfer of individuals to hospitals.

3. **RESPONSIBILITIES OF THE HOSPITAL**: The Hospital shall be responsible to perform or ensure the performance of the following:

a. **Designated Coordinator**: The Hospital will designate a person who has authority to represent the Hospital and to coordinate the transfer and admission of Patients into the Hospital ("***Admission Coordinator***"). The Hospital will notify the Center and keep it apprised of the name and contact information of the Admission Coordinator; and

b. **Compliance with Law**: The Hospital will comply with the requirements of applicable state and federal laws relative to individuals admitted to hospitals.

4. **PATIENT INFORMATION**: In order to meet Patients' needs for hospital care, the Center shall provide relevant Patient information to the Hospital. Such information may include: resident name, social security number, date of birth, insurance coverage, Medicare beneficiary information (if applicable), current medical findings, diagnoses, known allergies or medical conditions, treating physician, contact person in case of emergency, and any other relevant information Patient has provided the Center in advance.

5. **NON EXCLUSIVITY**: This Agreement shall in no way give the Hospital an exclusive right of transfer of Patients to the Hospital. The Center may enter into similar agreements with other hospitals, and Patients will continue to have complete autonomy with respect to decisions on medical care.

6. **FREEDOM OF CHOICE**: In entering into this Agreement, the Center in no way endorses or promotes the services of the Hospital. Rather, the Center intends to coordinate timely transfer for medical care. Patients are in no way restricted in their choice of hospitals or medical-care providers.

7. **BILLING AND COLLECTIONS**: Hospital and the Center are each responsible for billing the appropriate payer for the services it provides. Neither party shall have any liability to the other party for such charges.

8. **INDEPENDENT RELATIONSHIP**

a. **Independent Contractors**: In performing services pursuant to this Agreement, the Hospital and all employees, agents, or representatives of the Hospital are, at all times, acting and performing as independent contractors, and nothing in this Agreement is intended, and nothing shall be construed, to create an employer/employee, partnership, or joint-venture relationship between them. The Center shall neither have nor exercise any direction or control over the methods, techniques, or procedures by which the Hospital or other employees, agents, or representatives of the Hospital perform their professional responsibilities and functions. The sole interest of the Center is to coordinate timely transfer of Patients for medical care.

b. **Hospital Employee Payment**: The Hospital shall be solely responsible for the payment of compensation and benefits to its personnel and for compliance with all payments of taxes, social security, unemployment compensation, and workers' compensation.

c. **Non-Hospital Personnel**: Notwithstanding the terms of this Agreement, in no event shall the Hospital or any Hospital personnel be responsible for the acts or omissions of non-Hospital personnel.

9. INSURANCE: The Hospital shall maintain, at no cost to the Center, professional liability insurance in an amount customary for its business practices. The Hospital shall provide evidence of the coverage required herein to the Center on an annual basis.

10. INDEMNIFICATION: The Hospital shall indemnify, defend, and hold harmless the Center from and against any and all liability, loss, claim, lawsuit, injury, cost, damage, or expense whatsoever (including reasonable attorneys' fees and court costs), arising out of, incident to, or in any manner occasioned by the Hospital's (or any of its employee's, agent's, contractor's, or subcontractor's) performance or nonperformance of any duty or responsibility under this Agreement.

11. TERM AND TERMINATION

a. **Term**: The term of this Agreement shall commence on the date of execution and shall continue in effect for one year (the "***Initial Term***") and shall renew on an annual basis ("***Renewal Term***"), absent either party's written notice of non-renewal to the other party, at least 30 calendar days before the expiration of the Initial Term or any subsequent Renewal Term of this Agreement.

b. **Events of Termination**: Notwithstanding the foregoing, either party may terminate this Agreement upon the occurrence of any one of the following events:

i. *For No Cause*: At any time upon 30 days prior, written notice to the other party.

ii. *Insolvency*: Upon 10 business days' prior written notice, in accordance with Section 12.g of this Agreement, if either party shall: apply for or consent to the appointment of a receiver, trustee, or liquidator of itself or of all or a substantial part of its assets; file a voluntary petition in bankruptcy; admit in writing its inability to pay its debts as they become due; make a general assignment for the benefit of creditors; file a petition or an answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law; or enters a court of competent jurisdiction order, judgment, or decree or an application of a creditor, adjudicating such party to be bankrupt or insolvent, approving a petition seeking reorganization of such party, appointing a receiver, trustee or liquidator of either such party or of all or a substantial part of such parties' assets; and such order, judgment, or decree continues in effect and unstayed for a period of 30 consecutive calendar days.

c. **Immediate Termination**: Notwithstanding anything to the contrary herein, this Agreement terminates immediately upon the following events: (a) the suspension or revocation of the license, certificate, or other legal credential, authorizing the Hospital to provide hospital and medical-care services; (b) the termination of the Hospital's

participation in, or the exclusion from, any federal or state health program, for reasons related to fraud or failure to comply with certification standards in the rendering of health services; or (c) the cancellation or termination of the Hospital's professional-liability insurance that this Agreement requires, and the Hospital has not obtained replacement coverage.

12. MISCELLANEOUS PROVISIONS

a. Counterparts: The parties may execute this Agreement in any number of counterparts, each of which shall be an original, but all such counterparts together shall constitute the same instrument.

b. Waiver: Any waiver of any terms and conditions hereof must be in writing, and the parties have signed it. A waiver of any of the terms and conditions hereof shall not waive any other terms and conditions hereof.

c. Severability: The provisions of this Agreement are severable, and, if a court of competent jurisdiction funds any portion invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

d. Headings: All headings herein are only for convenience and ease of reference, and no one may consider them in the construction or interpretation of any provision of this Agreement.

e. Assignment: The Hospital may not assign, delegate, or subcontract this Agreement, without prior written consent of the Center.

f. Governing Law: The laws of the State of Illinois shall govern the enforcement and interpretation of this Agreement.

g. Notices: Any required or permitted notice herein shall be in writing. It shall be deemed duly given on the date of service, if a party personally serves it on the other party, or on the fourth day after mailing, if a party mails it to the other party by certified mail, return receipt requested, postage pre-paid, at the address below:

To Dialysis Provider:	To the Hospital:
Thomas Weinberg **U.S. Renal Care, Inc.** **2400 Dallas Parkway, Suite 350** **Plano, TX 75093**	**John Werrbach, CEO** **Alexian Brothers Medical Center** **800 Biesterfield Rd** **Elk Grove Village, IL 60007**
With a copy to:	With a copy to:

or at such other place or places as any of the parties shall designate by written notice to the other.

h. **Amendment**: The parties may amend this Agreement upon their mutual, written agreement.

i. **Regulatory Compliance**: The parties agree that nothing contained in this Agreement shall require the Center to refer residents to the Hospital for hospital or medical-care services or to purchase goods and services. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly and intentionally conduct its behavior in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs.

j. **Access to Books and Records**: If applicable, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, the Hospital shall make available to the Secretary or to the Comptroller General those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing its services under this Agreement. The Hospital shall make such inspection available for up to four years after the rendering of such service. Public Law 96-499 and applicable regulations governs and requires this Section 12.j. The parties agree that this Agreement shall not waive any attorney-client, accountant-client, or other legal privileges.

IN WITNESS THEREOF, the parties, through their duly authorized officers, have executed this Agreement as of the date first written above.

US Renal Care ~~Addison~~ Villa Park, LLC

By: _____

Its: Manager

Alexian Brothers Medical Center

By: _____

Its: CEO

ATTACHMENT 28

ASSURANCES

USRC Villa Park, LLC

In accordance with 77 Ill. Admin. Code § 1110.1430(j), and with respect to the US Renal Care Villa Park Dialysis facility, Applicant certifies the following:

1. By the second year of operation after the project completion, the Applicant will achieve and maintain the 80% utilization standards as specified in 77 Ill. Adm. Code § 1100; and

2. That Applicant will achieve and maintain compliance with the following adequacy of hemodialysis outcome measures for the latest 12-month period for which data are available:

   ≥ 85% of hemodialysis patient population achieves area reduction ratio (URR) ≥ 65% and ≥ 85% of hemodialysis patient population achieves Kt/V Daugirdas II .1.2.

Signature

Thomas L. Weinberg
Printed Name

Manager
Title

Subscribed and sworn to before me this 28th day of Feb, 2012

Signature of Notary

Seal

LISA L. STEWART
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
2-27-2016

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ATTACHMENT 39

AVAILABILITY OF FUNDS

Applicant documents 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 cash and securities. Applicant will fund the project through capital contributions from its members. In the event that such contributions are insufficient to cover the costs associated with this project, U.S. Renal Care Inc. will provide funding to Applicant through USRC Alliance, LLC by way of a revolving promissory note. As evidence of U.S. Renal Care Inc.'s financial viability, we have included audited financials for 2008-2010. In addition, included in Attachment 42 is a certification from U.S. Renal Care Inc. attesting to the reasonableness of the financing arrangement. Lastly, the master lease for dialysis equipment is also included in this attachment. The lessee contemplated by the master lease is a wholly owned subsidiary of U.S. Renal Care Inc. and the equipment will be subsequently leased to USRC Villa Park, LLC.

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:**

$1,316,057	a)	Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to: 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;
_____	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.
_____	c)	Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
$1,627,726	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: 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.
_____	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;
_____	f)	Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
_____	g)	All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
$2,943,783	TOTAL FUNDS AVAILABLE	

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

KPMG

U.S. RENAL CARE, INC. AND SUBSIDIARIES

Consolidated Financial Statements

December 31, 2010 and 2009

(With Independent Auditors' Report Thereon)

KPMG LLP
Suite 3100
717 North Harwood Street
Dallas, TX 75201-6585

Independent Auditors' Report

The Board of Directors
U.S. Renal Care, Inc.:

We have audited the accompanying consolidated balance sheets of U.S. Renal Care, Inc. and subsidiaries (the Company) as of December 31, 2010 and 2009, and the related consolidated statements of operations, changes in equity, and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of U.S. Renal Care, Inc. and subsidiaries as of December 31, 2010 and 2009, and the results of their operations and their cash flows for the years then ended, in conformity with U.S. generally accepted accounting principles.

KPMG LLP

Dallas, Texas
April 27, 2011

KPMG LLP is a Delaware limited liability partnership, the U.S. member firm of KPMG International Cooperative ("KPMG International"), a Swiss entity.

U.S. RENAL CARE, INC. AND SUBSIDIARIES

Consolidated Balance Sheets

December 31, 2010 and 2009

Assets		2010	2009
Cash and cash equivalents	$	9,537,107	15,325,357
Accounts receivable, net of allowances of $13,458,494 and $8,460,232		48,449,631	25,900,874
Inventories		3,100,193	1,369,198
Other receivables		9,994,938	4,863,513
Deferred tax asset		6,215,457	904,600
Other current assets		2,636,244	1,429,165
Total current assets		79,933,570	49,792,707
Property and equipment, net		46,781,941	19,251,600
Amortizable intangibles, net		27,349,714	12,241,011
Trade names		859,000	—
Investment in affiliate		—	217,670
Goodwill		190,524,762	67,922,354
Other long-term assets		470,902	238,961
Deferred taxes		—	906,459
Total assets	$	345,919,889	150,570,762
Liabilities and Equity			
Accounts payable	$	9,045,119	5,675,616
Accrued expenses		24,248,618	16,485,807
Current portion of long-term debt and capital lease obligations		2,924,662	1,447,595
Current portion of related-party notes payable		125,000	125,000
Total current liabilities		36,343,399	23,734,018
Long-term debt and capital lease obligations, net of current portion		181,723,922	62,010,592
Related-party notes payable		—	125,000
Other long-term liabilities		440,844	532,982
Deferred tax liability		9,480,942	—
Preferred stock accrued dividends		19,831,208	14,736,426
Total liabilities		247,820,315	101,139,018
Commitments and contingencies			
U.S. Renal Care, Inc. equity:			
Preferred stock A ($0.01 par value. Authorized shares 20,325,000; issued and outstanding 12,350,000 and 12,350,000 shares)		123,500	123,500
Preferred stock B and B-1($0.01 par value. Authorized shares 1,600,000; issued and outstanding 1,431,666 and 1,415,666 shares)		14,317	14,157
Preferred stock C ($0.01 par value. Authorized shares 25,000,000; issued and outstanding 24,500,962 and 24,500,962 shares)		245,010	245,010
Preferred stock D ($0.01 par value. Authorized shares 8,333,333; issued and outstanding 8,333,333 and 0 shares)		83,333	—
Common stock ($0.01 par value. Authorized shares 53,525,000 and 52,525,000; issued and outstanding 7,074,324 and 7,074,324 shares)		70,744	62,229
Additional paid-in capital		38,667,471	36,454,222
Retained earnings		5,291,320	1,497,694
Total U.S. Renal Care, Inc. stockholders' equity		44,495,695	38,396,812
Noncontrolling interests (including redeemable interests with redemption values of $40,999,428 and $23,600,000)		53,603,879	11,034,932
Total equity		98,099,574	49,431,744
Total liabilities and equity	$	345,919,889	150,570,762

See accompanying notes to consolidated financial statements.

U.S. RENAL CARE, INC. AND SUBSIDIARIES

Consolidated Statements of Operations

Years ended December 31, 2010 and 2009

	2010	2009
Net operating revenues	$ 237,606,328	153,164,637
Operating expenses:		
Patient care costs	154,284,195	98,842,829
General and administrative	20,207,561	15,601,927
Provision for doubtful accounts	6,898,682	4,585,251
Legal cost/settlement	(352,334)	286,647
Transaction costs	9,076,731	460,465
Depreciation and amortization	14,655,411	7,957,301
Total operating expenses	204,770,246	127,734,420
Operating income	32,836,082	25,430,217
Interest expense, net	10,192,698	2,923,456
Income before income taxes	22,643,384	22,506,761
Income tax provision (benefit)	5,826,130	(3,191,190)
Net income	16,817,254	25,697,951
Less net income attributable to noncontrolling interests	13,023,628	10,103,151
Net income attributable to U.S. Renal Care, Inc.	$ 3,793,626	15,594,800

See accompanying notes to consolidated financial statements.

U.S. RENAL CARE, INC. AND SUBSIDIARIES

Consolidated Statements of Changes in Equity

Years ended December 31, 2010 and 2009

	U. S. Renal Care, Inc. stockholders' equity														
	Preferred stock A		Preferred stock B and B-1		Preferred stock C		Preferred stock D		Common stock		Additional paid-in capital	Retained earnings/ (accumulated deficit)	Total	Noncontrolling interest	Total
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount					
Balance at December 31, 2008	12,350,000	$ 123,500	1,449,666	$ 14,497	24,300,962	$ 243,010	—	$ —	6,014,102	$ 60,141	40,056,300	(14,097,106)	26,400,343	10,127,963	36,528,305
Issuance of preferred stock	—	—	16,000	160	200,000	2,000	—	—	—	—	313,840	—	316,000	—	316,000
Accumulated preferred dividend	—	—	—	—	—	—	—	—	—	—	(3,924,249)	—	(3,924,249)	—	(3,924,249)
Repurchase of preferred stock	—	—	(50,000)	(500)	—	—	—	—	—	—	(74,500)	—	(75,000)	—	(75,000)
Stock options expense	—	—	—	—	—	—	—	—	—	—	13,271	—	13,271	—	13,271
Exercise of stock options	—	—	—	—	—	—	—	—	208,750	2,088	27,735	—	29,823	—	29,823
Restricted stock expense	—	—	—	—	—	—	—	—	—	—	41,825	—	41,825	—	41,825
Capital contribution by noncontrolling interests	—	—	—	—	—	—	—	—	—	—	—	—	—	267,750	267,750
Distributions to noncontrolling interests	—	—	—	—	—	—	—	—	—	—	—	—	—	(9,463,932)	(9,463,932)
Net income	—	—	—	—	—	—	—	—	—	—	—	15,594,800	15,594,800	10,103,151	25,697,951
Balance at December 31, 2009	12,350,000	123,500	1,415,666	14,157	24,500,962	245,010	—	—	6,222,852	62,229	36,454,222	1,497,694	38,396,812	11,034,932	49,431,744
Issuance of preferred stock	—	—	16,000	160	—	—	8,333,333	83,333	—	—	24,932,506	—	25,015,999	—	25,015,999
Accumulated preferred dividend	—	—	—	—	—	—	—	—	—	—	(5,094,782)	—	(5,094,782)	—	(5,094,782)
Stock options expense	—	—	—	—	—	—	—	—	—	—	70,744	—	70,744	—	70,744
Exercise of stock options	—	—	—	—	—	—	—	—	293,472	2,915	40,733	—	43,648	—	43,648
Restricted stock expense	—	—	—	—	—	—	—	—	—	—	31,908	—	31,908	—	31,908
Issuance of restricted shares	—	—	—	—	—	—	—	—	560,000	5,600	(5,600)	—	—	—	—
Exercise of noncontrolling interest put options	—	—	—	—	—	—	—	—	—	—	(17,762,260)	—	(17,762,260)	(1,229,240)	(18,991,500)
Capital contribution by noncontrolling interests	—	—	—	—	—	—	—	—	—	—	—	—	—	1,145,750	1,145,750
Distributions to noncontrolling interests	—	—	—	—	—	—	—	—	—	—	—	—	—	(11,668,292)	(11,668,292)
Noncontrolling interest acquired in purchase business combinations	—	—	—	—	—	—	—	—	—	—	—	—	—	41,297,101	41,297,101
Net income	—	—	—	—	—	—	—	—	—	—	—	3,793,626	3,793,626	13,023,628	16,817,254
Balance at December 31, 2010	12,350,000	$ 123,500	1,431,666	$ 14,317	24,500,962	$ 245,010	8,333,333	$ 83,333	7,074,324	$ 70,744	38,657,471	5,291,320	44,495,695	53,603,879	98,099,574

See accompanying notes to consolidated financial statements

U.S. RENAL CARE, INC. AND SUBSIDIARIES

Consolidated Statements of Cash Flows

Years ended December 31, 2010 and 2009

	2010	2009
Cash flows from operating activities:		
Net income	$ 16,817,254	25,697,951
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation and amortization	14,655,411	7,957,301
Noncash dispute settlement	450,000	—
Lease agreement intangible amortization included in rent	31,337	(83,399)
Provision for doubtful accounts	6,898,682	4,585,251
Deferred income taxes	2,929,214	(4,794,034)
Equity investment income	(805,801)	(17,646)
Stock compensation expense	102,652	55,096
Loss on disposal of fixed assets	41,711	—
Changes in operating assets and liabilities, net of effect of acquisitions and divestitures:		
Accounts receivable	(11,223,175)	(9,500,021)
Inventories	1,065,325	1,046,906
Other receivables	(2,773,018)	(529,248)
Other current assets	(326,422)	(93,041)
Other long-term assets	(1,049,343)	7,176
Accounts payable and accrued expenses	585,137	(5,143,239)
Other noncurrent liabilities	331,317	(12,936)
Net cash provided by operating activities	27,730,281	19,176,117
Cash flows from investing activities:		
Acquisitions, net of cash acquired	(116,523,175)	(386,762)
Sale of property and equipment	3,172,324	—
Additions of property and equipment, net	(18,394,835)	(7,431,804)
Purchase of noncontrolling interests	(18,991,500)	—
Investment in affiliate	101,335	(200,024)
Net cash used in investing activities	(150,635,851)	(8,018,590)
Cash flows from financing activities:		
Proceeds from long-term debt borrowings	181,952,491	8,750,000
Payments on long-term debt and related-party notes payable	(73,000,188)	(600,224)
Deferred financing costs	(7,938,537)	(7,424)
Proceeds from capital leases	3,260,343	336,118
Capital lease payments	(1,243,894)	(799,901)
Net proceeds from issuance of preferred stock	25,015,999	316,000
Proceeds from issuance of common stock	43,648	29,823
Repurchase of preferred stock	—	(75,000)
Contributions from noncontrolling interests	695,750	267,750
Distributions to noncontrolling interests	(11,668,292)	(9,463,932)
Net cash provided by (used in) financing activities	117,117,320	(1,246,790)
Net (decrease)/increase in cash and cash equivalents	(5,788,250)	9,910,737
Cash and cash equivalents at beginning of year	15,325,357	5,414,620
Cash and cash equivalents at end of year	$ 9,537,107	15,325,357

(Continued)

U.S. RENAL CARE, INC. AND SUBSIDIARIES

Consolidated Statements of Cash Flows

Years ended December 31, 2010 and 2009

		2010	2009
Supplemental cash flow information:			
Cash paid for interest	$	8,474,494	2,780,464
Cash paid for taxes		4,814,265	1,260,000
Supplemental disclosures of noncash investing and financing activities:			
Accrual of cumulative preferred dividends	$	5,094,782	3,924,249
Capital lease financing		99,126	463,783

See accompanying notes to consolidated financial statements.

(1) Organization and Significant Accounting Policies

(a) Organization and Business

U.S. Renal Care, Inc. (the Company) was formed in June 2000 and provides dialysis services to patients who suffer from chronic kidney failure, also known as end stage renal disease (ESRD). ESRD is the stage of advanced kidney impairment that requires continual dialysis treatments, or a kidney transplant, to sustain life. Patients suffering from ESRD generally require dialysis three times per week for the rest of their lives. The Company primarily provides these services through the operation of outpatient kidney dialysis clinics. As of December 31, 2010, the Company operated 84 outpatient dialysis clinics in Texas, Arkansas, Georgia, Maryland, New Jersey, Ohio, Pennsylvania, Virginia and South Carolina. In addition to its outpatient dialysis center operations, as of December 31, 2010, the Company provides acute dialysis services through contractual relationships with 21 hospitals and dialysis to patients in their homes.

(b) Principles of Consolidation

The accompanying consolidated financial statements include the accounts of the Company and its wholly owned and majority-owned subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

(c) Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. generally accepted accounting principles (GAAP) requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities, and the disclosure of contingent assets and liabilities, at the date of the consolidated financial statements, as well as the reported amounts of revenues and expenses during the reporting period.

Although actual results in subsequent periods will differ from these estimates, such estimates are developed based upon the best information available to management and management's best judgments at the time made. The most significant estimates and assumptions involve revenue recognition, provisions for uncollectible accounts, determination of the fair value of assets and liabilities acquired, impairments and valuation adjustments, and accounting for income taxes.

(d) Cash and Cash Equivalents

Cash includes cash and highly liquid investments with a maturity of ninety days or less at date of purchase. Cash and cash equivalents at times may exceed the FDIC limits. The Company believes no significant concentration of credit risk exists with respect to these cash investments.

(e) Accounts Receivable and Allowance for Doubtful Accounts

Substantially all of the Company's accounts receivable are related to providing healthcare services to its patients and are due from the Medicare program, state Medicaid programs, managed care health plans, commercial insurance companies and individual patients. The estimated provision for doubtful

accounts is recorded to the extent it is probable that a portion or all of a patient balance will not be collected. The Company considers a number of factors in evaluating the collectibility of accounts receivable including the age of the accounts, collection patterns and any ongoing disputes with payors.

(f) Amounts Due from Third-Party Payors

The amount due from third-party payors, which is included in other receivables, represents balances owed to the Company by the Medicare program for reimbursable bad debts related to Medicare beneficiaries. These reimbursements are part of the Company's annual cost report filings and as such, the actual payments may be delayed or subsequently adjusted pending review and audit by the Medicare program fiscal intermediaries.

(g) Amounts Due from Drug Rebates

The amount due from drug rebates, which is included in other receivables, represents balances owed to the Company by various pharmaceutical vendors for Epogen (EPO), vitamin D and iron. During 2010 and 2009, the Company had incentive contracts that reduced the invoice price based upon volume purchased. This incentive was payable to the Company on a quarterly basis. In addition, there was an additional annual incentive based on volume that was payable to the Company annually.

(h) Inventories

Inventories consist primarily of pharmaceuticals and dialysis-related supplies and are stated at the lower of cost or market. Cost is determined using the first-in, first-out method. Market is determined on the basis of estimated realizable values.

(i) Property and Equipment

Property and equipment is carried at cost less accumulated depreciation. Property under capital lease agreements is stated at the present value of minimum lease payments less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets or the term of the lease as appropriate. The general range of useful lives is as follows:

Buildings	39 years
Leasehold improvements	Life of lease
Furniture and equipment	5 years
Computers	3 years

Capital lease assets are amortized over the shorter of the lease term or the estimated useful life of the improvement. Property and equipment acquired in acquisitions is recorded at fair value. The cost of improvements that extend asset lives is capitalized. Other repairs and maintenance charges are expensed as incurred.

Fully depreciated assets are retained in property and depreciation accounts until they are removed from service. When sold or otherwise disposed of, assets and related depreciation are removed from the accounts and the net amounts, less proceeds from disposal, are included in income.

(j) Concentration of Credit Risk

The Company's primary concentration of credit risk exists within accounts receivable, which consist of amounts owed by various governmental agencies, insurance companies, and private patients. Receivables from the Medicare program and various state Medicaid programs were approximately 57% and 55% of gross accounts receivable at December 31, 2010 and 2009, respectively. Concentration of credit risk relating to remaining accounts receivable is limited to some extent by the diversity of the number of patients and payors.

(k) Amortizable Intangible Assets

Amortizable intangible assets and liabilities include noncompetition and similar agreements, lease agreements, and deferred debt issuance costs. Noncompetition and similar agreements are amortized over the terms (five to ten years) of the agreements using the straight-line method. Lease agreement intangibles for favorable and unfavorable leases are amortized on a straight-line basis over the term of the lease.

Deferred debt issuance costs are amortized using the effective interest method as an adjustment to interest expense over the term of the related debt. In the case of debt repayments prior to the end of the term, the Company adjusts the amount of deferred financing costs at the date of repayment, which is included in interest expense.

(l) Goodwill

Goodwill is recorded when the consideration paid for an acquisition exceeds the fair value of net tangible assets and identifiable intangible assets acquired. Goodwill and other indefinite-lived intangible assets are not amortized, but are instead tested for impairment at least annually. The annual evaluation for 2010 and 2009 resulted in no impairment charges.

(m) Impairment of Long-Lived and Indefinite-Lived Assets

The Company evaluates long lived-assets and identifiable intangibles for impairment whenever events or changes in circumstances indicate that an asset's carrying amount may not be recoverable or the useful life has changed. When undiscounted future cash flows are not expected to be sufficient to recover an asset's carrying amount, a loss is recognized and the asset is written down to its fair value.

(n) *Fair Value of Financial Instruments*

The following table details the Company's financial instruments where the carrying value and fair value differ (amounts in millions):

		Fair value at reporting date using		
Financial instrument	Carrying value as of December 31, 2010	Quoted prices in active markets for identical items (Level 1)	Significant other observable inputs (Level 2)	Significant other unobservable inputs (Level 3)
Senior secured credit facility	$ 178,917	—	—	189,632

The estimates of the fair value of the Company's senior secured credit facility are based upon a discounted present value analysis of future cash flows. Due to the existing uncertainty in the capital and credit markets, the actual rates that would be obtained to borrow under similar conditions could materially differ from the estimates the Company has used.

The fair value of the interest rate swaps are determined using quoted market prices for similar swap agreements and were nominal at December 31, 2010.

U.S. GAAP describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value. The three levels of inputs are as follows:

- Level 1 – Quoted prices in active markets for identical assets and liabilities.
- Level 2 – Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 – Unobservable inputs that are supported by little or no market activity and are significant to the fair value of the assets or liabilities.

For the Company's other financial instruments, including the Company's cash and cash equivalents, accounts receivable, accounts payable, and accrued expenses the Company estimatesthe carrying amounts approximate fair value due to their short-term maturity.

(o) Net Operating Revenues and Accounts Receivable

Net operating revenue is recognized in the period services are provided. Revenue consists primarily of reimbursements from Medicare, Medicaid and commercial health plans for dialysis services provided to patients. A usual and customary fee schedule is maintained for the Company's dialysis treatment and other patient services. However, actual collected revenue is normally at a discount to this fee schedule. Contractual adjustments represent the differences between amounts billed for services and amounts paid by third-party payors.

The Company's dialysis facilities are certified to participate in the Medicare program. Revenues reimbursed by the Medicare program are recognized primarily on a prospective payment system for dialysis services (ESRD Program). Prior to January 2011, dialysis providers operating under the Medicare ESRD program received a composite payment rate to cover routine dialysis treatments and certain supplies. There was a separate payment for laboratory testing and pharmaceuticals such as EPO, vitamin D and iron supplements that were not included in the composite rate. However, beginning January 2011, Medicare implemented a new payment system in which all ESRD payments are now made under a single bundled payment rate that provides for an annual inflation adjustment based upon a market basket index, less a productivity improvement factor. The bundled payment rate provides a fixed rate to encompass all goods and services provided during the dialysis treatment, including pharmaceuticals that were historically separately reimbursed to the dialysis providers. Most lab services that were previously paid directly to laboratories are also included in the new payment bundle. Now, as a result of the bundled payment system, the dialysis providers are at risk of variations in pharmaceutical utilization since reimbursement is set at a fixed average reimbursement rate.

The initial 2011 bundled payment rate includes reductions of 2% and 0.8%, respectively, to conform to the provisions of MIPPA and to establish budget neutrality. Further, there is a 5.94% reduction tied to an expanded list of case mix adjustors which can be earned back upon the presence of these certain patient characteristics and co-morbidities at the time of treatment. Historically, dialysis providers have not had to track certain of the case-mix adjustors and this may be difficult to capture initially. There are also other provisions which may impact reimbursement including an outlier adjustment and a low volume facility adjustment.

As of November 1, 2010, dialysis providers were required to make an election as to which clinics would be fully reimbursed as of January 1, 2011 under the new bundled payment system or phased into the new system over a four year period. The Company elected to have approximately 72% of its clinics be reimbursed fully under the new bundled reimbursement system beginning January 1, 2011. Once this election was made, it may not be revoked. All clinics that receive Medicare certification subsequent to November 1, 2010 will be reimbursed under the new bundled reimbursement system. Beginning in 2012, dialysis providers will also be subject to a 2% annual Medicare payment withholding that can be earned back by facilities that meet certain defined clinical performance standards.

Medicare presently pays 80% of the established payment rates for dialysis treatment furnished to patients. The remaining 20% may be paid by Medicaid if the patient is eligible, from private insurance funds, or from the patient's personal funds. If there is no secondary payor to cover the remaining 20%, and if the Company demonstrates prescribed collection efforts, Medicare may reimburse the Company for part of that balance as part of the Company's annual cost report filings subject to individual center profitability. As a result, billing and collection of Medicare bad debt claims are often delayed significantly, and final payment is subject to audit.

Medicaid programs are administered by state governments and are partially funded by the federal government. In addition to providing primary coverage for patients whose income and assets fall below state defined levels and are otherwise insured, Medicaid serves as a supplemental insurance program for the co-insurance portion not paid by Medicare. Medicaid reimbursement varies by state but is typically reimbursed pursuant to a prospective payment system for dialysis services rendered.

Revenues associated with commercial health plans are estimated based upon patient-specific contractual terms between the Company and health plans for the patients with which the Company has formal agreements, upon commercial health plan coverage terms if known or otherwise upon historical collection experience adjusted for refund and payment adjustment trends. Commercial revenue recognition involves substantial judgment. With several commercial insurers, the Company has multiple contracts with varying payment arrangements, and these contracts may include only a subset of the Company's dialysis centers. In addition, for services provided by noncontracted centers, final collection may require specific negotiation of a payment amount. Generally, payments for a dialysis treatment from commercial payors are greater than the corresponding amounts received from Medicare and Medicaid.

(p) Share-Based Compensation

The Company recognizes compensation expense, for all share-based awards, including stock option grants to employees, using a fair-value measurement method. Under the fair-value method, the estimated fair value of awards that are expected to vest is recognized over the requisite service period, which is generally the vesting period.

Prior to 2006, the Company accounted for its equity compensation using the intrinsic value-based method of accounting. The Company did not recognize compensation expense before 2006 because the exercise price of stock options granted was not less than the estimated value of the underlying stock on the date of grant. The Company continues to account for equity compensation based shares granted prior to 2006 using the intrinsic value method until such time as shares are modified, canceled, or repurchased.

The Company estimates the fair value of awards on the date of grant, using the Black-Scholes option pricing model. The weighted average fair value of options granted during the years ended December 31, 2010 and 2009 are calculated based on the following assumptions: expected volatility of 22%, expected dividend yield of 0%, expected life of 3.75 years, and risk-free interest rates of 1.08% to 1.97%. Expected volatility was derived using data drawn from two public dialysis companies. The expected life was computed utilizing the simplified method as permitted by the Securities and Exchange Commission's Staff Accounting Bulletin, *Share Based Payment*. The expected forfeiture rate is 20% based upon a review of the Company's recent history and expectations as segregated between the Company's board of directors, senior officers, and other grantees. The risk-free interest rate is based on the approximate average yield on five year United States Treasury Bonds as of the date of grant. There were 352,000 and 195,000 options granted during the years ended December 31, 2010 and 2009, respectively (see note 9).

(q) Noncontrolling Interest

In December 2007, the FASB issued an accounting standard, *Noncontrolling Interests in Consolidated Financial Statements* (ASC 810), which gives guidance on the presentation and disclosure of noncontrolling interests (previously known as minority interests) of consolidated subsidiaries. This statement requires the noncontrolling interest to be included in the equity section of the balance sheet, requires disclosure on the face of the consolidated statement of operations of the amounts of consolidated net income attributable to the consolidated parent and the noncontrolling interest, and expands disclosures.

Consolidated income (loss) is reduced (increased) by the proportionate amount of income or loss accruing to noncontrolling interests. Noncontrolling interest represents the equity interest of third-party owners in consolidated entities that are not wholly owned.

(r) Income Taxes

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to the differences between the financial statement carrying amount of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. A valuation allowance is established when it is more likely than not that the deferred tax assets will not be realized.

The Company adopted the accounting standard update ASC 740, *Accounting for Uncertainty in Income Taxes,* on January 1, 2009. Previously, the Company had accounted for tax contingencies under ASC 450, *Accounting for Contingencies.* As required by ASC 740, the Company recognizes the financial statement benefit of a tax position only after determining that the relevant tax authority would more likely than not sustain the position following an audit. For tax positions meeting the more-likely than-not threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement with the relevant tax authority. At the adoption date, the Company applied ASC 740 to all tax positions for which the statue of limitations remained open. As a result of the implementation of ASC 740, the Company did not recognize an increase in the liability for unrecognized tax benefits. The amount of unrecognized tax benefits as of December 31, 2010 and 2009 was $0.

The Company is subject to income taxes in the U.S. federal jurisdiction and various states. Tax regulations within each jurisdiction are subject to the interpretation of the related tax laws and regulations and require significant judgment to apply. The Company is no longer subject to U.S. federal or state or local income tax examinations by tax authorities for the years before 2006.In 2010,th e Internal Revenue Service finalized its examination of the Company's 2007 U.S. income tax returns. The resolution of this examination resulted in no additional tax payment.

The Company recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses for all periods presented.

The Company's consolidated LLC and L.P. subsidiaries do not incur federal income taxes. Instead, their earnings and losses are included in the returns of, and taxed directly to, the members and partners of these subsidiaries.

(s) ***Derivative Instruments and Hedging Activities***

The Company has entered into an interest rate swap agreement as a means of hedging its exposure to and volatility from variable-based interest rate change. These agreements are designed as cash flow hedges and are not held for trading or speculative purposes. The swap agreement has the economic effect of converting portions of the Company's variable rate debt to fixed rates.

In 2010, the Company adopted the provisions of FASB Statement No. 161, *Disclosures about Derivative Instruments and Hedging Activities* (included in FASB ASC Topic 815, *Derivatives and Hedging),* which amends the disclosure requirements for derivative instruments and hedging activities. The amended disclosure require entities to provide information to enable users of the financial statements to understand how and why an entity uses derivative instruments, how derivative instruments and related hedged items are accounted for, and how derivative instruments are related hedged items affect an entity's financial position, financial performance, and cash flows (see note 6).

(t) ***Recently Issued Accounting Pronouncements***

Effective January 1, 2009, the Company adopted the provisions of FASB ASC 820 relating to fair value measurements and disclosures with respect to nonfinancial assets and nonfinancial liabilities that are not permitted or required to be measured at fair value on a recurring basis. The adoption had no impact on the Company's consolidated financial statements.

Although the adoption of FASB ASC 820 had no direct impact on the Company's consolidated financial statements, additional disclosures are required under FASB ASC 820 indicating the fair value hierarchy of the valuation techniques utilized to determine fair value measures. The Company has included appropriate disclosures herein.

Effective December 31, 2009, the Company adopted FASB ASC 855, *Subsequent Events*, which establishes principles and requirements for subsequent events and applies to accounting for and disclosure of subsequent events not addressed in other applicable generally accepted accounting principles. The Company evaluated events subsequent to December 31, 2010 and through April 27, 2011, the date on which the financial statements were issued.

(u) ***Reclassifications***

Certain reclassifications have been made to the 2009 consolidated financial statement balances to conform with the 2010 presentation. Such reclassifications have no effect on earnings or stockholders' equity.

(2) Fixed Assets

At December 31, 2010 and 2009, property and equipment consists of the following:

		2010	2009
Facility equipment, furniture, and information systems	$	42,891,347	22,202,152
Land and buildings		6,747,940	—
Leasehold improvements		21,493,319	9,731,329
New center construction in progress		778,865	2,829,967
		71,911,471	34,763,448
Less accumulated depreciation and amortization		(25,129,530)	(15,511,848)
	$	46,781,941	19,251,600

		Year ended December 31	
		2010	2009
Depreciation and amortization expense on property and equipment	$	9,304,459	5,355,638

(Continued)

Net book value of equipment under capital leases at December 31 was as follows:

		2010	2009
Equipment	$	10,671,572	7,312,321
Less accumulated depreciation		(6,099,837)	(4,092,015)
	$	4,571,735	3,220,306

(3) Acquisitions/Disposition

The Company has acquired various dialysis businesses, as described further below. The assets and liabilities for all acquisitions were recorded at their estimated fair values as of the effective acquisition date based upon the best available information.

Amortizable intangible assets consist primarily of noncompete agreements. Goodwill is recorded when the consideration paid for an acquisition exceeds the fair value of identifiable net tangible assets and identifiable intangible assets acquired.

The results of operations for the acquired companies are included in the Company's financial statements beginning on the effective acquisition date.

(a) Dialysis Corporation of America, Inc.Ac quisition

On June 3, 2010, the Company acquired all the outstanding common shares of Dialysis Corporation of America, Inc. (DCA) for $11.25 per share. DCA provides outpatient dialysis, in-home dialysis and acute services in Georgia, Maryland, New Jersey, Ohio, Pennsylvania, Virginia and South Carolina. The results of operations for DCA are included in the Company's financial statements beginning June 1, 2010.

The DCA acquisition cost of approximately $110 million and costs related thereto were funded from the proceeds of the Company's senior secured and subordinated loan agreements (see note 6) and the issuance of Series D Preferred Stock (see note 8). All purchase accounting adjustments are final except for certain deferred tax calculations primarily related to flow-through entities.

The estimated fair values of the assets acquired and liabilities assumed at the acquisition date are as follows:

Assets:		
Cash	$	1,294,958
Net accounts receivable		17,072,334
Inventory		2,684,480
Other receivables		1,280,382
Other current assets		2,257,895
Total current assets		24,590,049
Property and equipment, net		20,526,500
Amortizable intangibles, net		12,957,381
Goodwill		113,828,342
Other long-term assets		863,600
Total assets	$	172,765,872
Liabilities:		
Accounts payable	$	4,958,871
Accrued expenses		6,177,187
Total current liabilities		11,136,058
Long-term debt		9,586,971
Other long-term liabilities		(326,883)
Deferred tax liability		3,808,826
Total liabilities	$	24,204,972
Equity:		
Minority interest	$	38,310,900
Total equity	$	38,310,900

(b) San Antonio

On July 1, 2010, the Company purchased an additional 40% interest in one of its joint venture entities which it previously had a 40% noncontrolling ownership interest for $7.2 million. The acquisition was funded by borrowing under the Company's revolving credit facility (see note 6) and cash on hand. The consolidated results of operation for this facility are included in the Company's financial statements beginning July 1, 2010. Previously, the Company's investment was recorded using the equity method of accounting. The investment balance at June 30, 2010 was approximately $922,000.

Assets:		
Cash	$	671,969
Net accounts receivable		1,151,930
Inventory		22,726
Other receivables		7,724
Other current assets		24,742
Total current assets		1,879,091
Property and equipment, net		974,832
Goodwill		8,426,146
Total assets	$	11,280,069
Liabilities:		
Accounts payable	$	25,983
Accrued expenses		145,888
Total liabilities	$	171,871
Equity:		
Minority interest	$	2,986,200
Total equity	$	2,986,200

(c) December Acquisition

On December 1, 2010, the Company acquired two outpatient dialysis clinics, an acute program and a home program (December Acquisition). This transaction included purchasing a 51% majority interest in the assets of one of the clinics and a 100% interest in the assets of the other clinic. The results of operations for these services are included in the Company's financial statements beginning December 1, 2010. The December Acquisition cost of approximately $1 million was funded from operating cash flow.

The estimated fair values of the assets acquired at the acquisition date are as follows:

Assets:		
Inventory	$	89,114
Other current assets		26,017
Fixed assets		416,000
Goodwill		869,546
Total assets	$	1,400,677
Liabilities:		
Accrued expenses	$	357,713
Total liabilities	$	357,713

(d) ***Medicore Disposition***

On November 30, 2010, the Company sold 100% of the net assets of its medical products business that was acquired in the DCA acquisition. The Company sold, assigned and transferred certain assets for approximately $535,000 resulting in no gain or loss.

(4) Noncontrolling Interests

The Company engages in the purchase and sale of equity interests with respect to its consolidated subsidiaries that do not result in a change of control. These transactions are accounted for as equity transactions, as they are undertaken among the Company, its consolidated subsidiaries, and noncontrolling interests, and their cash flow effect is classified within financing activities.

As of December 31, 2010, the Company was the majority owner in 48 joint ventures. Of the noncontrolling interests in those 48 joint ventures, 17 have put rights generally at fair value as defined in the agreement that are either currently exercisable or become exercisable at various future dates. The carrying amount of these redeemable noncontrolling interests totaled $7.3 million and $3.8 million as compared to redemption values of $41.0 million and $23.6 million at December 31, 2010 and 2009, respectively. The redemption value is calculated at the current value of the put payment that would be required to redeem the interest if the put is exercised regardless of whether such interest is currently exercisable. As of December 31, 2010, $7.0 million of put rights are currently exercisable and the remaining $34.0 million become exercisable at future dates.

During the year, there were nine time-based puts exercised in the Company's South Texas region and one in the San Antonio region. The Company paid $18.4 million relating to these puts. As a result of the DCA acquisition, there was one change of control put that was partially exercised at one clinic for $600,000.

(5) Intangible Assets

At December 31, 2010 and 2009, amortizable intangible assets consisted of the following:

		2010	2009
Noncompetition agreements	$	31,836,273	20,132,544
Lease agreements		580,106	76,221
Deferred debt issuance costs		7,939,537	1,910,489
Licenses		359,000	—
		40,714,916	22,119,254
Less accumulated amortization		(13,365,202)	(9,878,243)
Net amortizable intangible assets	$	27,349,714	12,241,011

Amortizable intangible liabilities, which are included in other long-term liabilities, consisted of lease agreements as follows:

		2010	2009
Lease agreements	$	1,089,293	1,089,293
Less accumulated amortization		(648,449)	(556,311)
Net amortizable intangible assets	$	440,844	532,982

Amortization of intangible assets and liabilities over the next five years is as follows:

		Noncompetition agreements	Deferred debt issuance costs	Lease agreements	Licenses
2011	$	4,564,626	1,323,090	396,359	71,800
2012		4,492,939	1,323,090	307,657	71,800
2013		4,418,857	1,323,090	227,206	71,800
2014		4,322,211	1,323,090	183,663	71,800
2015		1,281,681	1,323,090	149,418	29,917

Changes in the value of goodwill were as follows:

		2010	2009
Balance at January 1	$	67,922,354	67,559,887
Goodwill adjustments		(521,626)	362,467
Goodwill acquired		123,124,034	—
Balance at December 31	$	190,524,762	67,922,354

(Continued)

The fair value of the identifiable intangibles acquired and the amount of goodwill recorded as a result of acquisitions are determined based upon independent third-party valuations and the Company's estimates. Amortization expense for the Company's intangible assets relates to the value associated with the noncompete and lease agreements. The noncompete intangible assets are amortized over the term of the noncompete agreements executed in connection with the acquisition transactions or the medical agreements entered into with certain physicians and the lease agreement intangibles are amortized over the term of the lease.

(6) Long-Term Debt

On June 3, 2010, the Company entered into a new senior credit agreement that consists of: (a) a $132.5 million senior secured term loan (Term Loan) and (b) a $40 million senior secured revolving credit facility (Revolver). Also on June 3, 2010, the Company entered into a $40 million senior subordinated loan agreement (the Subordinated Loan). The proceeds of the Term Loan and the Subordinated Loan along with available cash on hand were utilized to: (a) pay off the Company's existing CIT Term Loan B and Revolver (which bore interest at 4.25% at December 31, 2009), (b) pay expenses and fees associated with the new senior secured and subordinated loan agreements, and (c) to fund the DCA acquisition (see note 3) including cost and fees related thereto.

Borrowings under the Term Loan and Revolver (collectively Senior Secured Loans) bear interest based upon a spread in excess of LIBOR (floor of 1.75%) or the U.S. prime rate, as the benchmark, as adjusted based upon the Company's leverage ratio. The new Senior Secured Loan also provides for an annual unused commitment fee of 0.75% based upon the average revolving credit commitment less outstanding borrowings on the Revolver and letters of credit issued. As of December 31, 2010, borrowings under the Senior Secured Loans bore interest at 6.25%. The Subordinated Loan accrues interest at 13.25% with 11.25% paid in cash per annum.The remain ing 2% of interest on the Subordinated Loan (PIK Interest) will be capitalized and accrued for until it becomes due upon the maturity of the loan.

The Term Loan requires quarterly principal payments of $331,250 in each year from 2011 through 2015 with the balance of $124,881,250 due in 2016. The Subordinated Loan requires a one- time payment of $40 million principal balance due in 2017, in addition to outstanding PIK Interest.

The Revolver, Term Loan, and Subordinated Loan mature on June 2, 2015, June 2, 2016 and June 2, 2017, respectively. The subordinated loan agreement provides for prepayment penalties if it is repaid within the first four years subsequent to June 3, 2010.

Commencing with the fiscal year ended December 31, 2011, the Company is required to prepay its outstanding Senior Secured Loan balances with 50% of excess cash flow as defined in the credit agreement. The Company is also required to prepay senior secured loan balances with: (a) 50% of the net proceeds of certain capital contributions as defined in the credit agreement, (b) 100% of the proceeds of asset sales or the proceeds received from casualty event settlements that are not reinvested or permitted pursuant to the terms of the credit agreement, and (c) 100% of the proceeds of indebtedness that is incurred and not permitted pursuant to the credit agreement. Following satisfaction of any prepayment under the Senior Secured Loans, the Company is required to prepay the Subordinated Loan balances with 100% of the proceeds of asset sales or the proceeds received from a casualty event settlement that are not reinvested or permitted pursuant to the terms of the credit agreement.

(Continued)

The Senior Secured Loans and the Subordinated Loan are guaranteed, on a joint and several basis, by each of the Company's subsidiaries. Borrowings under the credit agreements are collateralized by most of the Company's assets, including accounts receivable, inventory, and fixed assets not subject to permitted capital leases. The Subordinated Loan is subordinated to the repayment of the Senior Secured Loans. The Senior Secured and Subordinated Loan agreements include various events of default and contain certain restrictions on the operations of the business, including restrictions on certain cash payments, including capital expenditures, investments and the payment of dividends. These loan agreements also include covenants pertaining to fixed charge coverage, interest coverage, and total debt leverage, as well as other customary covenants and events of defaults.

The Company believes it is in compliance with all covenants under the Senior Secured Loan and Subordinated Loan agreements and has met all debt payment obligations. At December 31, 2010, approximately $33.0 million was unused and available under the Revolver.

At December 31, 2010 and 2009, long-term debt and capital lease obligations consisted of the following:

	2010	2009
Senior secured credit facility:		
CIT term loan B	$ —	34,873,000
CIT revolver	—	24,968,762
Term loan	131,506,250	—
Revolver	7,000,000	—
Subordinated loan	40,410,549	—
Other notes payable	23,305	23,532
Capital lease obligations	5,708,480	3,592,893
	184,648,584	63,458,187
Less current portion	(2,924,662)	(1,447,595)
	$ 181,723,922	62,010,592

Scheduled maturities of long-term debt and capital lease obligations at December 31, 2010 were as follows:

	Long-term debt	Capital lease obligations
2011	$ 1,346,461	1,964,299
2012	1,326,844	1,402,897
2013	1,325,000	1,208,797
2014	1,325,000	988,427
2015	8,325,000	486,895
Thereafter	165,291,799	809,975
	$ 178,940,104	6,861,290
Less interest portion at 5.719% – 8.561%		(1,152,810)
Total		$ 5,708,480

According to the senior secured loan agreement, the Company was required to enter into an interest rate hedging agreement, no later than 90 days following the closing date. The Company entered into a three year Hedge Agreement on September 1, 2010 which consists of an interest rate cap on the LIBOR floating rate of the senior secured loans at 1.75% until August 31, 2011. Additionally the Company entered into a swap from September 1, 2011 to September 1, 2013 effectively fixing the base rate at 2.32%. The notional amount of the swap is $46.375 million, which is equivalent to 35% of the Term Loan amount borrowed. The fair values of the interest rate cap and swap are insignificant at December 31, 2010 and are not being accounted for as an effective hedge resulting in no adjustment to fair value being recorded to the statement of operations as interest expense.

(7) Income Taxes

Income tax expense (benefit) consisted of the following:

	2010	2009
Current:		
Federal	$ 1,652,164	678,126
State	1,244,752	924,717
Deferred:		
Federal	3,086,086	(4,783,401)
State	(156,872)	(10,632)
	$ 5,826,130	(3,191,190)

The difference between the expected tax expense based on the federal statutory rate of 34% is primarily Texas gross margin tax, which is not based on pre-tax income and income tax attributable to noncontrolling interest.

Deferred tax assets and liabilities arising from temporary differences were as follows:

		2010	2009
Deferred tax assets:			
Accrued expenses and other liabilities for financial accounting purposes not currently deductible	$	5,776,527	765,594
Net operating loss carryforwards and contribution limitation		858,471	1,345,244
Flow through entities		4,328,310	3,671,996
Property plant and equipment		197,679	236,104
Other		151,589	332,312
Total deferred tax assets		11,312,576	6,351,250
Deferred tax liabilities:			
Property and equipment and intangibles, principally due to differences in depreciation and amortization		(3,546,732)	(25,657)
Goodwill		(11,031,330)	(4,514,534)
Total deferred tax liabilities		(14,578,062)	(4,540,191)
Net deferred tax assets (liabilities)	$	(3,265,486)	1,811,059

The valuation allowance consisted of the following:

		2010	2009
Balance at January 1	$	—	6,149,048
Increase (decrease) during the year		—	(6,149,048)
Balance at December 31	$	—	—

The Company had net operating loss carryforwards of approximately $205,000 as of December 31, 2009, which were utilized in 2010. The Company has not recorded a valuation allowance for any of its deferred tax assets at December 31, 2010 as it expects to generate future taxable income sufficient to realize such deferred tax assets.

(8) Preferred Stock

Under the Company's Third Amended and Restated Certificate of Incorporation, 108,783,333 total shares are authorized to issue, comprising 53,525,000 shares of common stock and 55,258,333 shares of preferred stock. Preferred stock is issuable in series under terms and conditions determined by the Company's board of directors.

(a) Series A Preferred Stock

As of December 31, 2009 and 2010, there were 12,350,000 shares of Series A Preferred outstanding.

(b) ***Series B Preferred Stock***

The Series B redeemable convertible preferred stock (Series B Preferred) shares were sold, primarily to related-party physicians, at an original issue price of $1 per share. During 2010 and 2009, the Company issued 16,000 shares to a related-party physician at a price of $1.00 per share. As of December 31, 2010 and 2009, there were 545,000 and 529,000 shares, respectively, of Series B Preferred outstanding.

(c) ***Series B-1 Preferred Stock***

As of December 31, 2010 and 2009, there were 886,666 shares of Series B-1 Preferred outstanding.

(d) ***Series C Preferred Stock***

As of December 31, 2010 and 2009, there were 24,500,962 shares of Series C Preferred outstanding.

(e) ***Series D Preferred Stock***

During 2010, 8,333,333 shares of Preferred D Stock were issued at a price of $3 per share for total net proceeds of approximately $25.0 million in connection with the acquisition of DCA. As of December 31, 2010, there were 8,333,333 shares of Series D Preferred outstanding.

(f) ***Dividends***

Series A Preferred, Series C Preferred, and Series D Preferred stockholders are entitled to receive cash dividends at the rate of 8% per annum calculated on the original issue prices. Dividends are cumulative from the date of original issuance and accrue quarterly. Accumulations of dividends on shares of Series A, Series C and Series D Preferred stock do not bear interest and are payable generally at the time of a liquidating event as defined in the agreement. Series B Preferred, Series B-1 Preferred, and common stockholders are entitled to receive dividends, when and if declared by the board of directors out of the Company's assets legally available therefore, so long as all accrued dividends on then outstanding Series A, Series C, and Series D Preferred stock have been paid or declared and set apart.

(g) ***Redemption***

Each share of Series A, Series C, and Series D Preferred stock is redeemable beginning on September 1, 2020, if approved by 60% of the then-outstanding shareholders of Series A, Series C, and Series D Preferred. Series B and Series B-1 Preferred stock is redeemable, beginning on September 1, 2012 only subject to and after redemption of the Series A, Series C, and Series D Preferred Stock and if approved by 60% of the then-outstanding shares of Series A, Series C, and Series D Preferred, voting as a single class, and if also approved by 60% of the then-outstanding shares of Series B and Series B-1 Preferred, voting as a single class.

Any such redemption would be payable in three equal annual installments calculated using the sum of the original issue prices ($1 per share for Series A,Seri es C, and Series D Preferred, and $1.50 for Series C and Series B-1 Preferred) plus all related accrued and unpaid dividends.

(h) Conversion Rights

Each share of Series A, Series B, Series B-1, Series C and Series D Preferred stock is convertible at any time, at the option of the holder, into the same number of shares of common stock. Each share of Series A, Series B, Series B-1, Series C, and Series D converts automatically upon a qualified public offering. Upon such automatic conversion, any related declared and unpaid dividend becomes due.

(i) Liquidation Preference

Upon liquidation or dissolution, and after payment or provision for payment of all debts and liabilities, stockholders of the Company will receive proceeds, to the extent available, as follows: (a) first, to the holders of Series A, Series C and Series D Preferred Stock, amounts per share equal to their original share purchase prices, plus accrued and unpaid dividends (as adjusted for past dividends, combinations, splits, recapitalizations, and the like); (b) second, to the holders of Series B and Series B-1 Preferred Stock, amounts per share equal to their original share purchase prices, plus any accrued and unpaid dividends, (as adjusted for past dividends, combinations, splits, recapitalizations, and the like); (c) third, ratably to the holders of Common Stock, and Series A Preferred Stock, Series C Preferred Stock and Series D Preferred Stock on an as-if converted to Common Stock basis until the holders of Series A, Series C and Series D Preferred Stock shall have received, in total including the payment under (a) above, an amount equal to three (3) times the Series A and Series C and two (2) times the Series D original issue price, respectively; and (d) fourth, to the holders of Common Stock, any remaining available amounts.

(j) Voting Rights

Each share of Series A, Series C and Series D Preferred stock issued and outstanding is entitled to the number of votes equal to the number of shares of common stock into which it is convertible. For various defined events, Series A, Series C and Series D Preferred stockholders vote together as a separate class. In those circumstances, 60% or more of the outstanding Series A, Series C and Series D Preferred stockholders must approve the event.

Each share of common stock is entitled one vote. As long as Series A, Series C and Series D Preferred stock is outstanding, and except for various defined events, Series A,S eries C and Series D Preferred stockholders vote together with common stockholders as a single class on an as-if-converted to common stock basis.

The Series B and Series B-1 Preferred stockholders have no voting rights and their consent is not required to take any corporate action.

A majority of the Company's stockholders, voting together on an as-if-converted to common stock basis, can change the number of authorized shares outstanding.

(k) Other Terms

If Series A, Series C and Series D Preferred shares are outstanding, no dividend may be declared, and no shares shall be redeemed, on Series B or Series B-1 Preferred stock unless all accrued Series A, Series C and Series D Preferred dividends have been paid and a similar dividend is declared on Series A,Se ries C and Series D Preferred stock.

All stockholders are obligated to participate in a sale of the Company approved by 60% of the Series A, Series C and Series D Preferred stockholders, voting together as a single class, and the board of directors.

Series A, Series C and Series D Preferred stockholders have the right to purchase any new securities on a proportionate basis, and also have the right of over-allotment if any other Series A, Series C or Series D Preferred shareholder fails to purchase a full proportionate share of the any new securities. Series B Preferred, Series B-1 Preferred,and common stockholders do not have preemptive rights.

The Company and the Series A and Series B Preferred stockholders have the right to purchase shares from Series B Preferred, Series B-1 Preferred and common stockholders who wish to transfer their shares to a nonpermitted transferee.

(9) Stock Compensation Plans

The Company's 2005 Stock Incentive Plan (the 2005 SIP) provides stock options and restricted stock grants, and other share-based incentives, primarily to employees and directors. In March 2009, the Company authorized an additional 500,000 shares available for grant. In May 2010, the Company authorized an additional 600,000 shares available for grant. There were 6,000,000 and 5,400,000 shares available for grant as of December 31, 2010 and 2009, respectively, under the amended 2005 SIP.

(a) Stock Option Plan

Awards granted under the 2005 SIP are for incentive stock options with a five year term, an exercise price at least equal to the market value on the date of grant, and which vest 25% after one year of service and then monthly in equal amounts over the next three years of service. Income for the years ended December 31, 2010 and 2009 included $70,744 and $13,271 respectively, of pretax compensation costs related to stock options granted. As of December 31, 2010, there was $22,072 of total unrecognized compensation costs related to stock options. These costs are expected to be recognized over a period of approximately four years. At December 31, 2010, the weighted average remaining contractual life of outstanding options was 2.37 years.

The table below summarizes activity in the Company's stock option plan:

	Year ended December 31			
	2010		2009	
	Awards	Weighted average exercise price	Awards	Weighted average exercise price
Outstanding at beginning of year	1,016,066	$ 0.14	1,061,692	$ 0.14
Granted	352,000	0.26	195,000	0.15
Exercised	(291,472)	0.15	(208,751)	0.14
Canceled	—	—	(31,875)	0.11
Outstanding at end of year	1,076,594	$ 0.18	1,016,066	$ 0.14
Awards exercisable at year-end	380,742	$ 0.14	412,941	$ 0.14

(b) ***Restricted Stock***

The Company issued restricted stock to certain employees in 2010 and in prior years. Restricted stock awards vest 25% after one year of service and then monthly in equal amounts over the next three years of service, subject to continued employment and other plan terms and conditions. Holders of restricted stock are not allowed to sell, transfer, pledge, or otherwise encumber their restricted shares, but such holders are allowed to vote and their shares accrue dividends when and if declared. The Company may, but is not obligated to, repurchase vested restricted stock from employees at fair market value upon termination of the recipient's employment.

Expense for restricted stock is recognized over the vesting period. The noncash compensation expense associated with restricted stock awards was $31,908 in 2010 and $41,825 in 2009. The following table summarizes restricted stock award activity:

	2010	2009
Outstanding balance at beginning of year	$ 3,401,558	3,401,558
Granted	560,000	—
Exercised	—	—
Forfeited	—	—
Repurchased	—	—
Balance at December 31, 2010	$ 3,961,558	3,401,558

The following table summarizes the nonvested restricted stock activity:

		2010	2009
Outstanding balance at beginning of year	$	641,122	1,384,334
Granted		560,000	—
Vested		(488,369)	(743,212)
Forfeited		—	—
Repurchased		—	—
Balance at December 31, 2010	$	712,753	641,122

At December 31, 2010, 3,248,805 of the outstanding restricted shares were vested. As of December 31, 2010, there was approximately $320,471 of total unrecognized compensation costs related to restricted stock awards. These costs are expected to be recognized over a remaining vesting period of approximately four years.

(10) Related-Party Transactions

Participation in the Medicare ESRD program requires that treatment at a dialysis center be under the general supervision of a director who is a physician. The Company has engaged physicians or groups of physicians to serve as medical directors for each of its centers. The Company has contracts with approximately 59 individual physicians and physician groups to provide medical director services. The compensation of medical directors is negotiated individually and depends in general on local factors such as competition, the professional qualifications of the physician, their experience and their tasks as well as the workload at the clinic.

An ESRD patient generally seeks treatment at a dialysis center near his or her home and at which his or her treating nephrologist has practice privileges. Additionally, many physicians prefer to have their patients treated at dialysis centers where they or other members of their practice supervise the overall care provided as medical directors to the centers. As a result, and as is typical in the dialysis industry, the primary referral source for most of the Company's centers is often the physician or physician group providing medical director services to the center.

The Company's medical director agreements generally include covenants not to compete. Also, when the Company acquires a center from one or more physicians, or where one or more physicians owns interests in centers as co-owners with the Company, these physicians have agreed to refrain from owning interests in competing centers within a defined geographic area for various time periods. These agreements not to compete restrict the physicians from owning or providing medical director services to other dialysis centers. Most of these agreements not to compete continue for a period of time beyond expiration of the corresponding medical director agreements.

The Company leases space for 44 of its centers in which physicians and/or employees hold ownership interests, and subleases space to referring physicians and/or employees at one center. Future minimum lease payments payable under these leases is approximately $22 million at December 31, 2010, exclusive of maintenance and other costs, and is subject to escalation. For 2010 and 2009, total lease payments under these leases were approximately $2.9 million and $2.4 million, respectively. On June 21, 2010, the

Company entered into a ten year corporate office lease agreement with an entity owned by two of its employees. The lease is expected to commence in 2011. The future lease payments payable under this lease are approximately $1.5 million.

The Company's York, Pennsylvania dialysis center is leased from a limited liability partnership in which the Company has a 60% ownership interest with the remaining 40% owned by two doctors one of whom serves as the medical director for that facility. These doctors are also affiliated with the entity that owns a 40% minority ownership in the subsidiary that operates the facility.

Some medical directors and other referring physicians own Series B and Series B-1 Preferred stock, which they purchased from the Company. Some of the Company's medical directors also own equity interests in entities that operate the Company's dialysis centers.

The Company believes that the leases and equity purchases are no less favorable to the Company and no more favorable to such physicians than would have been obtained in arm's-length bargaining between independent parties.

The Company has one promissory note obligation owed a noncontrolling interest holder in one of its subsidiaries. The note obligation was in an original amount of $750,000, of which $125,000 and $250,000 was outstanding at December 31, 2010 and 2009, respectively. At December 31, 2010 and 2009, $125,000 of the amount outstanding was classified in the accompanying consolidated balance sheet as a current liability. The note bears interest at 7% and principal is due in six annual installments from May 1, 2006 through May 1, 2011.

During the years ended December 31, 2010 and 2009, the Company paid a related party affiliated through common ownership $461,011 and $293,101, respectively, for the usage of an airplane.

A member of the Company's board of directors provides consulting services primarily related to regulatory and reimbursement matters. The total expenses incurred by the Company related to these services were approximately $100,000 and $108,333 in 2010 and 2009, respectively.

(11) Legislation, Regulations, and Market Conditions

The Company's dialysis operations are subject to extensive federal, state, and local government regulations. These regulations require the Company to meet various standards relating to, among other things, the operation of dialysis clinics, the provision of quality healthcare for patients, maintenance of proper ownership and records, quality assurance programs, and occupational, health, safety and environmental standards, and the provision of accurate reporting and billing to government and private payment programs. These laws are extremely complex, and in many instances, providers do not have the benefit of significant regulatory or judicial interpretation as to how to interpret and apply these laws and regulations in the normal course of conducting their business. Healthcare providers that do not comply with these laws and regulations may be subject to civil or criminal penalties, the loss of their licenses, or restriction in their ability to participate in various federal and state healthcare programs. The Company endeavors to conduct its business in compliance with applicable laws and regulations.

The Company's dialysis centers are certified (or are pending certification) by the Centers for Medicare and Medicaid Services, as is required for the receipt of Medicare payments, and are licensed and permitted by state authorities.

The Medicare and Medicaid Fraud and Abuse Amendments of 1977, as amended, generally referred to as the "anti-kickback statute," imposes sanctions on those who, among other things, offer, solicit, make or receive payments in return for referral of a Medicare or Medicaid patient for treatment. The federal False Claims Act imposes penalties on those who, among other things, knowingly present a false or fraudulent claim for payment to the federal government. Another federal law, commonly referred to as the "Stark Law," prohibits physicians, with certain exceptions, from referring Medicare patients to entities with which the physician has a financial relationship, states have analogous statues. The Health Insurance Portability and Accountability Act of 1996 (HIPAA), among other things, includes provisions relating to the privacy of medical information and prohibits inducements to patients to select a particular healthcare provider. Congress, states and regulatory agencies continue to consider modifications to federal and state healthcare laws. The Company's dialysis centers are also subject to various state hazardous waste and nonhazardous medical waste disposal laws.

Sanctions for violations of these statutes could result in the imposition of significant fines and penalties, repayments for patient services previously billed, expulsion from government healthcare programs, and other civil or criminal penalties. Management believes that the Company is in material compliance with applicable government laws and regulations.

(12) Profit-Sharing Plan

The Company has a savings plan for employees who meet certain criteria that have been established pursuant to the provisions of Section 401(k) of the Internal Revenue Code. The plan allows employees to contribute a defined portion of their compensation on a tax-deferred basis. Since January 1, 2005, the plan allows for defined matching Company contributions for eligible employees. The plan was amended effective January 1, 2006 to allow vesting credit for prior years of service for employees of certain acquired businesses. For the years ending December 31, 2010 and 2009, respectively, the Company made matching contributions to the plan of $386,328 and $391,053.

The Company may also make discretionary profit-sharing contributions to the plan if approved by the board of directors. No such contributions were made in 2010 or 2009.

(13) Commitments and Contingencies

The Company may be subject to claims and suits in the ordinary course of business, including contractual disputes and professional and general liability claims.

On February 15, 2007, the previous owners of the acquired San Antonio facilities brought suit against the Company. In the lawsuit, the plaintiffs alleged that the Company had failed to pay amounts due to the sellers of Rencare Ltd. (Rencare) concerning accounts receivable that arose prior to the close of the Rencare acquisition. The Company denied plaintiff's claims and, made counterclaims against plaintiffs and filed a third-party cross-claim against one of the other sellers of Rencare. In the Company's counterclaim and cross-complaint, the Company alleged, among other things, that Sellers breached the representations and warranties in the applicable Rencare acquisition documents by failing to disclose certain liabilities. A trial was held in November 2008 and judgment was entered in favor of plaintiff for $750,000 plus $300,000 in attorney fees. Both sides appealed and the Company fully prevailed in the appeal. The appellant court moved that the plaintiff should receive nothing. Plaintiff moved for reconsideration and the appellant court dismissed their motion. Plaintiffs are seeking further appellant review. At this time, the Company cannot determine what will be the ultimate resolution. The Company incurred legal and other professional fees related to this litigation. These expenses aggregated $27,208 and $286,647 in 2010 and 2009, respectively. In 2010, the Company reversed a $1.1 million reserve related to this litigation that it recorded in 2008.

In February, 2010, and prior to the Company's acquisition, DCA received a subpoena from the Office of Inspector General of the U.S. Department of Health and Human Services (OIG) with respect to an investigation relating to EPO utilization at certain DCA clinics. The Company has been fully cooperating with the inquiry and has produced the requested documents to date. While there is no indication of such at this time, any negative findings could result in: (a) substantial monetary penalties, (b) excluding certain facilities from participation in the Medicare and Medicaid programs, and (c) the Company incurring legal expenses and management time, any or all of which could have a material adverse effect on the Company's revenues, earnings and cash flows. The Company incurred legal fees related to this investigation of $389,741 in 2010, subsequent to its acquisition of DCA.

In December 2010, the Company received a Civil Investigative Demand (CID) from the U.S. Attorney for the District of New Jersey requesting documents relating to laboratory tests performed on patients of the Company at two of its North Texas clinics. The Company is in the process of gathering the required documents and performing its own review of such documents. While the Company believes that it is not the subject of the government's investigation, the outcome of this matter is uncertain and the Company has risk of an adverse outcome that could result in substantial monetary penalties.

The Company has obligations to purchase the third-party interests in several of its joint ventures. These obligations are in the form of put provisions in joint venture agreements, and are exercisable at the third-party owners' discretion with some timing limitations. If these put provisions are exercised, the Company would be required to purchase the third-party owners' interests at fair market value (see note 4).

The Company rents office space, medical facilities, and medical equipment under lease agreements that are classified as operating leases for financial reporting purposes. At December 31, 2010, the future minimum rental payments under noncancelable operating leases with terms of one year or more consist of the following:

2011	$ 9,210,791
2012	8,665,034
2013	7,709,826
2014	6,288,782
2015	5,566,500
Thereafter	12,080,991

Rent expense was $8,129,164 and $6,290,202 for the years ended December 31, 2010 and 2009, respectively.

KPMG

U.S. RENAL CARE, INC. AND SUBSIDIARIES

Consolidated Financial Statements

December 31, 2009 and 2008

(With Independent Auditors' Report Thereon)

KPMG LLP
Suite 3100
717 North Harwood Street
Dallas, TX 75201-6585

Independent Auditors' Report

The Board of Directors
U.S. Renal Care, Inc.:

We have audited the accompanying consolidated balance sheets of U.S. Renal Care, Inc. and subsidiaries as of December 31, 2009 and 2008, and the related consolidated statements of operations, stockholders' equity, and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of U.S. Renal Care, Inc. and subsidiaries as of December 31, 2009 and 2008, and the results of their operations and their cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

As discussed in note 1 to the consolidated financial statements, the Company has changed its method of accounting for noncontrolling interests in 2009 retrospective to 2008 due to the adoption of new accounting requirements issued by the Financial Accounting Standards Board, as of January 1, 2009.

KPMG LLP

Dallas, Texas
April 21, 2010

KPMG LLP, a U.S. limited liability partnership, is the U.S. member firm of KPMG International, a Swiss cooperative.

U.S. RENAL CARE, INC. AND SUBSIDIARIES

Consolidated Balance Sheets

December 31, 2009 and 2008

Assets		2009	2008
Cash and cash equivalents	$	15,325,357	5,414,620
Accounts receivable, net of allowances of $8,460,232 and $6,589,745		25,900,874	20,986,104
Inventories		1,369,198	2,416,104
Other receivables		4,863,513	4,334,265
Other current assets		2,333,765	1,340,190
Total current assets		49,792,707	34,491,283
Property and equipment, net		19,251,600	16,731,509
Amortizable intangibles, net		12,241,011	14,848,215
Investment in affiliate		217,670	—
Goodwill		67,922,354	67,559,887
Other long-term assets		238,961	246,136
Deferred taxes		906,459	373,701
Total assets	$	150,570,762	134,250,731
Liabilities and Stockholders' Equity			
Accounts payable	$	5,675,616	7,328,583
Accrued expenses		16,485,807	20,000,375
Current portion of long-term debt and capital lease obligations		1,447,595	1,525,241
Current portion of related party notes payable		125,000	164,440
Total current liabilities		23,734,018	29,018,639
Long-term debt and capital lease obligations, net of current portion		62,010,592	53,638,587
Related party notes payable		125,000	250,000
Other long-term liabilities		532,982	642,281
Deferred tax liability		—	3,360,742
Preferred stock accrued dividends		14,736,426	10,812,177
Total liabilities		101,139,018	97,722,426
Commitments and contingencies			
U.S. Renal Care, Inc. Equity:			
Preferred stock A ($0.01 par value. Authorized shares 20,325,000; issued and outstanding 12,350,000 and 12,350,000 shares)		123,500	123,500
Preferred stock B and B-1($0.01 par value. Authorized shares 1,600,000; issued and outstanding 1,415,666 and 1,449,666 shares)		14,157	14,497
Preferred stock C ($0.01 par value. Authorized shares 25,000,000; issued and outstanding 24,500,962 and 24,300,962 shares)		245,010	243,010
Common stock ($0.01 par value. Authorized shares 53,525,000 and 52,525,000; issued and outstanding 6,222,852 and 6,014,102 shares)		62,229	60,141
Additional paid-in capital		36,454,222	40,056,300
Retained earnings/(accumulated deficit)		1,497,694	(14,097,106)
Total U.S. Renal Care, Inc. stockholders' equity		38,396,812	26,400,342
Noncontrolling interests (including redeemable interests with redemption values of $23,600,000 and $22,400,000)		11,034,932	10,127,963
Total equity		49,431,744	36,528,305
Total liabilities and equity	$	150,570,762	134,250,731

See accompanying notes to consolidated financial statements.

U.S. RENAL CARE, INC. AND SUBSIDIARIES

Consolidated Statements of Operations

Years ended December 31, 2009 and 2008

		2009	2008
Net operating revenues	$	153,164,637	127,567,973
Operating expenses:			
Patient care costs		98,842,829	86,674,644
General and administrative		15,601,927	13,828,191
Provision for doubtful accounts		4,585,251	4,339,141
Seller litigation settlement		286,647	2,269,203
Transaction costs		460,465	791,162
Depreciation and amortization		7,957,301	6,679,228
Total operating expenses		127,734,420	114,581,569
Operating income		25,430,217	12,986,404
Interest expense, net		2,923,456	3,999,912
Income before income taxes		22,506,761	8,986,492
Income tax (benefit) provision		(3,191,190)	2,543,899
Net income		25,697,951	6,442,593
Less net income attributable to noncontrolling interests		10,103,151	8,517,409
Net income (loss) attributable to U.S. Renal Care, Inc.	$	15,594,800	(2,074,816)

See accompanying notes to consolidated financial statements.

U.S. RENAL CARE, INC. AND SUBSIDIARIES

Consolidated Statements of Stockholders' Equity

Years ended December 31, 2009 and 2008

	U. S. Renal Care, Inc. stockholders' equity												
	Preferred stock A		Preferred stock B and B-1		Preferred stock C		Common stock		Additional paid-in capital	Retained earnings/ (accumulated deficit)	Total	Noncontrolling interest	Total
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount					
Balance at December 31, 2007	12,350,000	$ 123,500	1,433,666	$ 14,337	24,000,962	$ 240,010	5,699,210	$ 56,992	43,357,411	(12,022,290)	31,769,960	8,249,457	40,019,417
Issuance of preferred stock	—	—	16,000	160	300,000	3,000	—	—	462,840	—	466,000	—	466,000
Accumulated preferred dividends	—	—	—	—	—	—	—	—	(3,882,015)	—	(3,882,015)	—	(3,882,015)
Repurchases of preferred stock	—	—	—	—	—	—	—	—	—	—	—	—	—
Stock options expense	—	—	—	—	—	—	—	—	10,111	—	10,111	—	10,111
Exercise of stock options	—	—	—	—	—	—	314,892	3,149	43,482	—	46,631	—	46,631
Restricted stock expense	—	—	—	—	—	—	—	—	64,471	—	64,471	—	64,471
Capital contribution by noncontrolling interest	—	—	—	—	—	—	—	—	—	—	—	1,702,911	1,702,911
Distributions to noncontrolling interest	—	—	—	—	—	—	—	—	—	—	—	(8,341,814)	(8,341,814)
Net income (loss)	—	—	—	—	—	—	—	—	—	(2,074,816)	(2,074,816)	8,517,409	6,442,593
Balance at December 31, 2008	12,350,000	123,500	1,449,666	14,497	24,300,962	243,010	6,014,102	60,141	40,056,300	(14,097,106)	26,400,342	10,127,963	36,528,305
Issuance of preferred stock	—	—	16,000	160	200,000	2,000	—	—	313,840	—	316,000	—	316,000
Accumulated preferred dividends	—	—	—	—	—	—	—	—	(3,924,249)	—	(3,924,249)	—	(3,924,249)
Repurchases of preferred stock	—	—	(50,000)	(500)	—	—	—	—	(74,500)	—	(75,000)	—	(75,000)
Stock options expense	—	—	—	—	—	—	—	—	13,271	—	13,271	—	13,271
Exercise of stock options	—	—	—	—	—	—	208,750	2,088	27,735	—	29,823	—	29,823
Restricted stock expense	—	—	—	—	—	—	—	—	41,825	—	41,825	—	41,825
Capital contribution by noncontrolling interest	—	—	—	—	—	—	—	—	—	—	—	267,750	267,750
Distributions to noncontrolling interest	—	—	—	—	—	—	—	—	—	—	—	(9,463,932)	(9,463,932)
Net income	—	—	—	—	—	—	—	—	—	15,594,800	15,594,800	10,100,151	25,693,951
Balance at December 31, 2009	12,350,000	$ 123,500	1,415,666	$ 14,157	24,500,962	$ 245,010	6,222,852	$ 62,229	36,454,222	1,497,694	38,396,812	11,034,932	49,431,744

See accompanying notes to consolidated financial statements.

U.S. RENAL CARE, INC. AND SUBSIDIARIES

Consolidated Statements of Cash Flows

Years ended December 31, 2009 and 2008

	2009	2008
Cash flows from operating activities:		
Net income	$ 25,697,951	6,442,593
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation and amortization	7,957,301	6,679,228
Lease agreement intangible amortization included in rent	(83,399)	(138,390)
Provision for doubtful accounts	4,585,251	4,339,141
Deferred income taxes	(4,794,034)	1,082,400
Equity investment income	(17,646)	—
Stock compensation expense	55,096	74,582
Changes in operating assets and liabilities, net of effect of acquisitions and divestitures:		
Accounts receivable	(9,500,021)	(9,669,549)
Inventories	1,046,906	(511,064)
Other receivables	(529,248)	(871,725)
Other current assets	(93,041)	(436,327)
Other long-term assets	7,176	(20,698)
Accounts payable and accrued expenses	(5,143,239)	9,889,017
Other noncurrent liabilities	(12,936)	(97,278)
Net cash provided by operating activities	19,176,117	16,761,930
Cash flows from investing activities:		
Acquisitions, net of cash acquired	(386,762)	(5,964,131)
Additions of property and equipment, net	(7,431,804)	(7,530,045)
Payment for noncompete agreement	—	(350,000)
Investment in affiliate	(200,024)	—
Net cash used in investing activities	(8,018,590)	(13,844,176)
Cash flows from financing activities:		
Proceeds from long-term debt borrowings	8,750,000	12,004,250
Payments on long-term debt and related party notes payable	(600,224)	(4,284,519)
Deferred financing costs	(7,424)	(437,334)
Proceeds from capital leases	336,118	251,615
Capital lease payments	(799,901)	(793,974)
Net proceeds from issuance of preferred stock	316,000	466,000
Proceeds from issuance of common stock	29,823	46,631
Repurchase of preferred stock	(75,000)	—
Contributions from noncontrolling interests	267,750	1,702,911
Distributions to noncontrolling interests	(9,463,932)	(8,341,814)
Net cash provided (used in) financing activities	(1,246,790)	613,766
Net increase in cash and cash equivalents	9,910,737	3,531,520
Cash and cash equivalents at beginning of year	5,414,620	1,883,100
Cash and cash equivalents at end of year	$ 15,325,357	5,414,620

(Continued)

U.S. RENAL CARE, INC. AND SUBSIDIARIES

Consolidated Statements of Cash Flows

Years ended December 31, 2009 and 2008

		2009	2008
Supplemental cash flow information:			
Cash paid for interest	$	2,780,464	4,002,642
Cash paid for taxes		1,260,000	1,269,843
Supplemental disclosures of noncash investing and financing activities:			
Accrual of cumulative preferred dividends	$	3,924,249	3,882,015
Capital lease financing		463,783	—

See accompanying notes to consolidated financial statements.

(1) Organization and Significant Accounting Policies

(a) Organization and Business

U.S. Renal Care, Inc. (the Company) was formed in June 2000 and provides dialysis services to patients who suffer from chronic kidney failure, also known as end stage renal disease (ESRD). ESRD is the stage of advanced kidney impairment that requires continual dialysis treatments, or a kidney transplant, to sustain life. Patients suffering from ESRD generally require dialysis three times per week for the rest of their lives. The Company primarily provides these services through the operation of outpatient kidney dialysis clinics. As of December 31, 2009, the Company operated 42 outpatient dialysis clinics in Texas and Arkansas. In addition to its outpatient dialysis center operations, as of December 31, 2009, the Company provides acute dialysis services through contractual relationships with 13 hospitals and dialysis to patients in their homes.

(b) Principles of Consolidation

The accompanying consolidated financial statements include the accounts of the company and its wholly owned and majority-owned subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

(c) Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. generally accepted accounting principles (GAAP) requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities, and the disclosure of contingent assets and liabilities, at the date of the consolidated financial statements, as well as the reported amounts of revenues and expenses during the reporting period.

Although actual results in subsequent periods will differ from these estimates, such estimates are developed based upon the best information available to management and management's best judgments at the time made. The most significant estimates and assumptions involve revenue recognition, provisions for uncollectible accounts, determination of the fair value of assets and liabilities acquired, impairments and valuation adjustments, and accounting for income taxes.

(d) Cash and Cash Equivalents

Cash includes cash and highly liquid investments with a maturity of ninety days or less at date of purchase. Cash and cash equivalents at times may exceed the FDIC limits. The Company believes no significant concentration of credit risk exists with respect to these cash investments.

(e) Accounts Receivable and Allowance for Doubtful Accounts

Substantially all of the Company's accounts receivable are related to providing healthcare services to its patients and are due from the Medicare program, state Medicaid programs, managed care health plans, commercial insurance companies and individual patients. The estimated provision for doubtful accounts is recorded to the extent it is probable that a portion or all of a patient balance will not be collected. The Company considers a number of factors in evaluating the collectibility of accounts receivable including the age of the accounts, collection patterns and any ongoing disputes with payors.

(f) Amounts Due from Third-Party Payors

The amount due from third-party payors, which is included in other receivables, represents balances owed to the Company by the Medicare program for reimbursable bad debts related to Medicare beneficiaries. These reimbursements are part of our annual cost report filings and as such, the actual payments may be delayed or subsequently adjusted pending review and audit by the Medicare program fiscal intermediaries.

(g) Inventories

Inventories consist primarily of pharmaceuticals and dialysis-related supplies and are stated at the lower of cost or market. Cost is determined using the first-in, first-out method. Market is determined on the basis of estimated realizable values.

(h) Property and Equipment

Property and equipment is carried at cost less accumulated depreciation. Property under capital lease agreements is stated at the present value of minimum lease payments less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets or the term of the lease as appropriate. The general range of useful lives is as follows:

Leasehold improvements	Life of lease
Furniture and equipment	5 years
Computers	3 years

Capital lease assets and leasehold improvements are amortized over the shorter of the lease term or the estimated useful life of the improvement. Property and equipment acquired in acquisitions is recorded at fair value. The cost of improvements that extend asset lives is capitalized. Other repairs and maintenance charges are expensed as incurred.

Fully depreciated assets are retained in property and depreciation accounts until they are removed from service. When sold or otherwise disposed of, assets and related depreciation are removed from the accounts and the net amounts, less proceeds from disposal, are included in income.

(i) Concentration of Credit Risk

The Company's primary concentration of credit risk exists within accounts receivable, which consist of amounts owed by various governmental agencies, insurance companies, and private patients. Receivables from the Medicare program and various state Medicaid programs were approximately 55% and 60% of gross accounts receivable at December 31, 2009 and 2008, respectively. Concentration of credit risk relating to remaining accounts receivable is limited to some extent by the diversity of the number of patients and payors.

(j) Amortizable Intangible Assets

Amortizable intangible assets and liabilities include noncompetition and similar agreements, lease agreements, and deferred debt issuance costs. Noncompetition and similar agreements are amortized over the terms (five to ten years) of the agreements using the straight-line method. Lease agreement

intangibles for favorable and unfavorable leases are amortized on a straight-line basis over the term of the lease.

Deferred debt issuance costs are amortized using the effective interest method as an adjustment to interest expense over the term of the related debt. In the case of debt repayments prior to the end of the term, the Company adjusts the amount of deferred financing costs at the date of repayment, which is included in refinancing charges.

(k) Goodwill

Goodwill is recorded when the consideration paid for an acquisition exceeds the fair value of net tangible assets and identifiable intangible assets acquired. Goodwill and other indefinite lived intangible assets are not amortized, but are instead tested for impairment at least annually. The annual evaluation for 2009 and 2008 resulted in no impairment charges.

(l) Impairment of Long-Lived and Indefinite Lived Assets

We evaluate long lived assets and identifiable intangibles for impairment whenever events or changes in circumstances indicate that an asset's carrying amount may not be recoverable or the useful life has changed. When undiscounted future cash flows are not expected to be sufficient to recover an asset's carrying amount, a loss is recognized and the asset is written down to its fair value.

(m) Fair Value of Financial Instruments

The following details our financial instruments where the carrying value and fair value differ, (amounts in millions):

		Fair value at reporting date using		
Financial instrument	**Carrying value as of December 31, 2009**	**Quoted prices in active markets for identical items (Level 1)**	**Significant other observable inputs (Level 2)**	**Significant other unobservable inputs (Level 3)**
Senior secured credit facility	$ 59,842	—	—	57,412

The estimates of the fair value of our senior secured credit facility are based upon a discounted present value analysis of future cash flows. Due to the existing uncertainty in the capital and credit markets, the actual rates that would be obtained to borrow under similar conditions could materially differ from the estimates we have used.

U.S. GAAP describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value. The three levels of inputs are as follows:

- Level 1 – Quoted prices in active markets for identical assets and liabilities.
- Level 2 – Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 – Unobservable inputs that are supported by little or no market activity and are significant to the fair value of the assets or liabilities.

For our other financial instruments, including our cash and cash equivalents, accounts receivable, accounts payable, accrued expenses and other long-term debt we estimate the carrying amounts approximate fair value due to their short-term maturity.

(n) Net Operating Revenues and Accounts Receivable

Net operating revenue is recognized in the period services are provided. Revenue consists primarily of reimbursements from Medicare, Medicaid and commercial health plans for dialysis services provided to patients. A usual and customary fee schedule is maintained for our dialysis treatment and other patient services. However, actual collected revenue is normally at a discount to this fee schedule. Contractual adjustments represent the differences between amounts billed for services and amounts paid by third-party payors.

Our dialysis facilities are certified to participate in the Medicare program. Revenues reimbursed by the Medicare program are recognized primarily on a prospective payment system for dialysis services (ESRD Program). Under the ESRD Program, Medicare reimbursement rates for dialysis services are set in advance pursuant to Part B of the Medicare Act. An established composite rate set by the Centers for Medicare and Medicaid Services (CMS) governs the Medicare reimbursement available for a designated group of dialysis services, including dialysis treatments, supplies used for such treatments, medications, and certain laboratory costs. The composite rate is subject to regional differences based on various factors, including labor costs. Other ancillary services and items, including EPO and other drugs, are eligible for separate reimbursement from the Medicare program and are not part of the composite rate.

Medicare presently pays 80% of the established payment rates for dialysis treatment furnished to patients. The remaining 20% may be paid by Medicaid if the patient is eligible, from private insurance funds, or from the patient's personal funds. If there is no secondary payor to cover the remaining 20%, and if the Company demonstrates prescribed collection efforts, Medicare may reimburse the Company for part of that balance as part of the Company's annual cost report filings subject to individual center profitability. As a result, billing and collection of Medicare bad debt claims are often delayed significantly, and final payment is subject to audit.

Medicaid programs are administered by state governments and are partially funded by the federal government. In addition to providing primary coverage for patients whose income and assets fall

below state defined levels and are otherwise insured, Medicaid serves as a supplemental insurance program for the co-insurance portion not paid by Medicare. Medicaid reimbursement varies by state but is typically reimbursed pursuant to a prospective payment system for dialysis services rendered.

Revenues associated with commercial health plans are estimated based upon patient-specific contractual terms between the Company and health plans for the patients with which we have formal agreements, upon commercial health plan coverage terms if known, or otherwise upon historical collection experience adjusted for refund and payment adjustment trends. Commercial revenue recognition involves substantial judgment. With several commercial insurers, the Company has multiple contracts with varying payment arrangements, and these contracts may include only a subset of the Company's dialysis centers. In addition, for services provided by noncontracted centers, final collection may require specific negotiation of a payment amount. Generally, payments for a dialysis treatment from commercial payors are greater than the corresponding amounts received from Medicare and Medicaid.

(o) ***Share-Based Compensation***

We recognize compensation expense, for all share-based awards, including stock option grants to employees, using a fair-value measurement method. Under the fair-value method, the estimated fair value of awards that are expected to vest is recognized over the requisite service period, which is generally the vesting period.

Prior to 2006, the Company accounted for its equity compensation using the intrinsic value-based method of accounting. The Company did not recognize compensation expense before 2006 because the exercise price of stock options granted was not less than the estimated value of the underlying stock on the date of grant. The Company continues to account for equity compensation based shares granted prior to 2006 using the intrinsic value method until such time as shares are modified, canceled, or repurchased.

The Company estimates the fair value of awards on the date of grant, using the Black Scholes option pricing model. The weighted average fair value of options granted during the years ended December 31, 2009 and December 31, 2008 was $0.04 per share and was calculated based on the following assumptions: expected volatility of 28%, expected dividend yield of 0%, expected life of 3.75 years, and risk-free interest rates of 1.50% to 3.34%. Expected volatility was derived using data drawn from two public dialysis companies. The expected life was computed utilizing the simplified method as permitted by the Securities and Exchange Commission's Staff Accounting Bulletin, *Share Based Payment*. The expected forfeiture rate is 20% based upon a review of the Company's recent history and expectations as segregated between the Company's board of directors, senior officers, and other grantees. The risk-free interest rate is based on the approximate average yield on five year United States Treasury Bonds as of the date of grant. There were 195,000 and 550,000 options granted during the years ended December 31, 2009 and 2008, respectively (see note 9).

(p) ***Noncontrolling Interest***

In December 2007, the FASB issued an accounting standard, *Noncontrolling Interests in Consolidated Financial Statements* (ASC 810), which gives guidance on the presentation and disclosure of noncontrolling interests (previously known as minority interests) of consolidated

subsidiaries. This statement requires the noncontrolling interest to be included in the equity section of the balance sheet, requires disclosure on the face of the consolidated statement of operations of the amounts of consolidated net income attributable to the consolidated parent and the noncontrolling interest, and expands disclosures. The disclosure requirements are to be applied prospectively to fiscal years beginning on or after December 15, 2008. Classification of such interests have been recorded retrospectively as noncontrolling interests and will appear in stockholders' equity in our consolidated balance sheets and presented separately on the statement of operations.

Consolidated income (loss) is reduced (increased) by the proportionate amount of income or loss accruing to noncontrolling interests. Noncontrolling interest represents the equity interest of third-party owners in consolidated entities that are not wholly owned.

(q) ***Income Taxes***

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to the differences between the financial statement carrying amount of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. A valuation allowance is established when it is more likely than not that the deferred tax assets will not be realized.

The Company adopted the accounting standard update (ASC 740), *Accounting for Uncertainty in Income Taxes,* on January 1, 2009. Previously, the Company had accounted for tax contingencies under ASC 450, *Accounting for Contingencies.* As required by ASC 740, the Company recognizes the financial statement benefit of a tax position only after determining that the relevant tax authority would more likely than not sustain the position following an audit. For tax positions meeting the more-likely than-not threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement with the relevant tax authority. At the adoption date, the Company applied ASC 740 to all tax positions for which the statue of limitations remained open. As a result of the implementation of ASC 740, the Company did not recognize an increase in the liability for unrecognized tax benefits. The amount of unrecognized tax benefits as of December 31, 2009 was $0.

The Company is subject to income taxes in the U.S. federal jurisdiction and various states. Tax regulations within each jurisdiction are subject to the interpretation of the related tax laws and regulations and require significant judgment to apply. With few exceptions, the Company is no longer subject to U.S. federal or state or local income tax examinations by tax authorities for the years before 2006. The Company is currently under examination by the Internal Revenue Service of its U.S. income tax returns for 2007. The Company expects these examinations to be concluded and settled in the next 12 months. The Company has no unrecognized tax benefits related to the period being examined. The Company believes it is reasonably possible that the resolution of this examination will result in no additional tax payment.

The Company recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses for all periods presented. During the years ended December 31, 2009 and 2008, the Company has recognized interest and penalties of $0.

The Company's consolidated LLC and L.P. subsidiaries do not incur federal income taxes. Instead, their earnings and losses are included in the returns of, and taxed directly to, the members and partners of these subsidiaries.

(r) ***Recently Issued Accounting Pronouncements***

In December 2007, the FASB issued an accounting standard (ASC 805), *Business Combinations*, which significantly changes the accounting for business combinations, including, among other changes, new accounting concepts in determining the fair value of assets and liabilities acquired, recording the fair value of contingent considerations and contingencies at acquisition date and expensing acquisition and restructuring costs. ASC 805 is effective for business combinations which occur during fiscal years beginning after December 15, 2008. The Company made no acquisitions in 2009. We expect ASC 805 will have an impact on accounting for business combinations but the effect will be dependent upon acquisitions at that time.

The Company adopted the provisions of FASB ASC 820, *Fair Value Measurements and Disclosures*, as of January 1, 2008 for financial assets and liabilities that are remeasured and reported at fair value each reporting period. FASB ASC 820 establishes a fair value hierarchy that distinguishes between market participant assumptions based on market data obtained from sources independent of the reporting entity (observable inputs that are classified within Levels 1 and 2 of the hierarchy) and the reporting entity's own assumptions about market participant assumptions (unobservable inputs classified within Level 3 of the hierarchy). The adoption of the standard to the Company's financial assets did not have any impact on the consolidated financial statements.

Effective January 1, 2009, the Company adopted the provisions of FASB ASC 820 relating to fair value measurements and disclosures with respect to nonfinancial assets and nonfinancial liabilities that are not permitted or required to be measured at fair value on a recurring basis. The adoption had no impact on the Company's consolidated financial statements.

Although the adoption of FASB ASC 820 had no direct impact the Company's consolidated financial statements, additional disclosures are required under FASB ASC 820 indicating the fair value hierarchy of the valuation techniques utilized to determine fair value measures. The Company has included appropriate disclosures herein.

In June 2009, the Financial Accounting Standards Board issued guidance which divides nongovernmental U.S. GAAP into authoritative Codifications and guidance that is nonauthoritative. The Codification is not intended to change U.S. GAAP; however, it does significantly change the way in which accounting literature is organized and because it completely replaces existing standards, it will affect the way U.S. GAAP is referenced by most companies in their financial statements and accounting policies. The Codification is effective for financial statements issued for interim and annual periods ending after September 15, 2009. The adoption of the Codifications did not have an impact on our consolidated financial statements other than changing references to the appropriate codifications sections.

Effective December 31, 2009, the Company adopted FASB ASC 855, *Subsequent Events*, which establishes principles and requirements for subsequent events and applies to accounting for and disclosure of subsequent events not addressed in other applicable generally accepted accounting principles. The Company evaluated events subsequent to December 31, 2009 and through April 21, 2010, the date on which the financial statements were available to be issued.

(2) Fixed Assets

Property and equipment consists of the following:

	December 31	
	2009	2008
Facility equipment, furniture, and information systems	$ 22,202,152	18,768,243
Leasehold improvements	9,731,329	8,196,592
New center construction in progress	2,829,967	203,156
	34,763,448	27,167,991
Less accumulated depreciation and amortization	(15,511,848)	(10,436,482)
	$ 19,251,600	16,731,509

	Year ended December 31	
	2009	2008
Depreciation and amortization expense on property and equipment	$ 5,355,638	4,125,949

Net book value of equipment under capital leases at December 31 was:

	December 31	
	2009	2008
Equipment	$ 7,312,321	6,168,488
Less accumulated depreciation	(4,092,015)	(3,056,080)
	$ 3,220,306	3,112,408

(3) Acquisitions

The Company has acquired various dialysis businesses, as described further below. The assets and liabilities for all acquisitions were recorded at their estimated fair market values as of the effective acquisition date based upon the best available information.

Amortizable intangible assets consist primarily of noncompete agreements. Goodwill is recorded when the consideration paid for an acquisition exceeds the fair value of identifiable net tangible assets and identifiable intangible assets acquired.

The results of operations for the acquired companies are included in the Company's financial statements beginning on the effective acquisition date.

(a) ***Eumana Home Dialysis Acquisition***

On February 1, 2008, the Company acquired an 88% majority interest in the assets and certain liabilities of Eumana Home Dialysis, Inc. (Eumana), which provides home hemodialysis, acute hemodialysis, and peritoneal dialysis in patient's homes and in hospitals in and around Houston, Texas. The results of operations for these services are included in the Company's financial statements beginning on February 1, 2008.

The Eumana acquisition cost of approximately $6.4 million was funded from the proceeds of a bank loan (see note 6).

The estimated fair values of the assets acquired and liabilities assumed at the acquisition date are as follows:

Assets:		
Cash	$	575,348
Inventory		52,687
Other current assets		26,166
Fixed assets		1,140,565
Noncompete agreements and other identifiable intangibles		845,300
Goodwill		4,309,586
Total assets		6,949,652
Liabilities:		
Lease agreements (see note 5)		(128,492)
Other liabilities		(463,848)
Net assets acquired	$	6,357,312

(b) ***CRC Acquisition***

Effective September 1, 2008, the Company purchased 100% of the stock of Clinical Research Connections, LLC (CRC). CRC is a site management organization that provides coordination and management of clinical trials for pharmaceutical and medical device companies and contract research organizations. Services are provided in Arkansas and Texas. The results of operations for these services are included in the Company's financial statements beginning on September 1, 2008.

The Company's initial purchase price for CRC consisted of the repayment of an existing loan and certain other credit obligations incurred by CRC prior to the acquisition date that aggregated $572,245 and are included in accrued expenses below. In addition to the initial purchase price, the Company will also owe the prior shareholders of CRC an amount (Earnout) equal to the earnings before depreciation, amortization, and interest of CRC for the three year period subsequent to

September 1, 2008 less the initial purchase price. The payments due pursuant to the Earnout will be made annually beginning 15 months subsequent to close.

In November 2009, the Company made the first of three earnout payments of $362,467 to prior shareholders of CRC.

The estimated fair values of the assets acquired and liabilities assumed at the acquisition date are as follows:

Assets:		
Cash	$	2,245
Other current assets		16,603
Fixed assets		14,573
Noncompete agreements and other identifiable intangibles		50,000
Goodwill		907,155
Total assets		990,576
Liabilities:		
Accounts payable		(130,380)
Accrued liabilities		(674,764)
Net assets acquired	$	185,432

(4) Noncontrolling Interests

The company controls and therefore consolidates the results of 41 of its 42 facilities. Similar to its investments in unconsolidated affiliates, the Company engages in the purchase and sale for equity interests with respect to its consolidated subsidiaries that do not result in a change of control, these transactions are accounted for as equity transactions, as they are undertaken among the Company, its consolidated subsidiaries, and noncontrolling interests, and their cash flow effect is classified within financing activities.

As of December 31, 2009, the Company was the majority owner in 31 joint ventures. Of the noncontrolling interests in those 31 joint ventures, 15 have put rights generally at fair value as defined in the agreement that are either currently exercisable or become exercisable at various future dates. The carrying amount of these redeemable noncontrolling interests totaled $4.4 million and $3.8 million as compared to redemption values of $23.6 million and $22.4 million at December 31, 2009 and 2008, respectively. The redemption value is calculated at the current value of the put payment that would be required to redeem the interest if the put is exercised regardless of whether such interest is currently exercisable. As of December 31, 2009, $7.8 million of put rights are currently exercisable and the remaining $15.8 million become exercisable in 2010.

During 2009 the company entered into a joint venture relating to dialysis services with a physician in which the company owns a 40% interest. This is reflected as investment in affiliate in the Company's consolidated balance sheet.

(5) Intangible Assets

At December 31, 2009 and 2008, amortizable and indefinite-lived intangible assets consisted of:

Amortizable intangible assets as follows:

	December 31	
	2009	2008
Noncompetition agreements	$ 20,132,544	20,132,544
Lease agreements	76,221	76,221
Deferred debt issuance costs	1,910,489	1,903,064
	22,119,254	22,111,829
Less accumulated amortization	(9,878,243)	(7,263,614)
Net amortizable intangible assets	$ 12,241,011	14,848,215

Amortizable intangible liabilities, which are included in other long-term liabilities, consisted of lease agreements as follows:

	December 31	
	2009	2008
Lease agreements	$ 1,089,293	1,089,293
Less accumulated amortization	(556,311)	(447,012)
Net amortizable intangible assets	$ 532,982	642,281

Amortization of intangible assets and liabilities over the next five years is as follows:

	Noncompetition agreements	Deferred debt issuance costs	Lease agreements
2010	$ 2,226,310	366,331	88,696
2011	2,226,310	366,264	88,696
2012	2,166,194	183,132	82,101
2013	2,119,921	—	56,801
2014	2,026,763	—	56,801

(Continued)

Changes in the value of goodwill were as follows:

	December 31	
	2009	2008
Balance at January 1	$ 67,559,887	62,344,166
Goodwill adjustments for prior acquisitions	362,467	(1,020)
Goodwill acquired	—	5,216,741
Balance at December 31	$ 67,922,354	67,559,887

The fair value of the identifiable intangibles acquired and the amount of goodwill recorded as a result of acquisitions are determined based upon independent third-party valuations and the Company's estimates. Amortization expense for the Company's intangible assets relates to the value associated with the noncompete and lease agreements. The noncompete intangible assets are amortized over the term of the noncompete agreements executed in connection with the acquisition transactions or the medical agreements entered into with certain physicians and the lease agreement intangibles are amortized over the term of the lease.

(6) Long-Term Debt

Prior to January 1, 2007, the Company entered into a $55 million syndicated credit agreement with CIT Healthcare LLC, as administrative agent (the CIT Credit Agreement) and two other lenders, for a $30 million secured loan (Term Loan B) and a $25 million revolving credit facility (CIT Revolver).

Borrowings under the CIT Credit Agreement bear interest based upon a spread in excess of the LIBOR or the U.S. prime rate, as the benchmark, and based upon the Company's leverage ratio. The credit agreement also provides for an annual unused commitment fee of 0.5% based upon the average revolving credit commitment less outstanding borrowings on the revolver and letters of credit issued. As of December 31, 2009 and 2008, borrowings under the CIT Credit Agreement bore interest at 4.25% and 6.63%, respectively.

The CIT Credit Agreement allows the Company to request up to an additional $15 million in revolving credit commitments at any time during the term of the revolving credit facility up to 180 days prior to its scheduled termination. The Term Loan B and the CIT Revolver mature on July 5, 2012 and July 5, 2011, respectively. Quarterly principal payments of $91,000 are due on the Term Loan B. In accordance with the original terms of the CIT Credit Agreement, the Company was required to make principal repayments equal to 75% of excess cash flow, as defined, within 120 days of year end until the total leverage ratio at the end of a fiscal year is 2.50 or lower.

In February 2007, the CIT Credit Agreement was amended to provide, among other things, for the following: (1) the defined calculation for excess cash flow prepayments attributable to 2006 and payable by April 30, 2007 was changed so that the Company will not be required to fund the 2007 prepayment; (2) permitted capital expenditures were increased; and (3) total and senior leverage ratios were increased.

In February 2008, the CIT Credit Agreement was amended to allow for the purchase of Eumana Home Dialysis Inc. (see note 3). The credit agreement was increased $6.4 million to a total of $61.4 million. The additional $6.4 million is a subsequent Term Loan B commitment and matures on the same date as the original Term Loan B. The scheduled quarterly principal payments on the Term Loan B increased from $75,000 to $91,000.

In July 2008, the CIT Credit Agreement was amended to provide, among other things, for the following: (1) distributions in excess of those made to cover third-party owners estimated tax obligations are permitted assuming the Company is in compliance with its senior leverage ratio; (2) the permitted acquisition limit was increased; (3) the spread in excess of LIBOR or the US Prime Rate, as the benchmark, to determine the interest rate the borrowings base was increased; (4) total and senior leverage ratios were amended; (5) the limits for permitted purchase money debt, capitalized lease obligations and capital expenditures were increased; and (6) several definitions were amended.

The CIT Credit Agreement is guaranteed, on a joint and several basis, by each of the Company's subsidiaries. Borrowings under the credit agreement are collateralized by most of the Company's assets, including accounts receivable, inventory, and fixed assets not secured by other credit facilities. The credit agreement includes various events of default and contains certain restrictions on the operations of the business, including restrictions on certain cash payments, including capital expenditures, investments and the payment of dividends, and including covenants pertaining to fixed charge coverage, minimum annual EBITDA, senior debt leverage and total debt leverage, as well as other customary covenants and events of defaults. One event of default pursuant to the CIT Credit Agreement is subjective as it relates to whether there is a material adverse change in (a) the properties, business, prospects, operations, management, or financial condition of the Company or (b) the ability of the Company to meet its obligations under the agreement.

The Company believes it is in compliance with all covenants under the CIT Credit Agreement and has met all debt payment obligations. At December 31, 2009, approximately $31,000 was unused and available under the revolving credit facility.

Long-term debt and capital lease obligations consisted of the following:

	December 31	
	2009	2008
Senior secured credit facility:		
CIT Term Loan B	$ 34,873,000	35,237,000
CIT Revolver	24,968,762	16,218,762
Notes payable:		
Note payable to First Insurance	—	58,802
Note payable to Simmons First Bank of Jonesboro	23,532	36,514
Capital lease obligations	3,592,893	3,612,750
	63,458,187	55,163,828
Less current portion	(1,447,595)	(1,525,241)
	$ 62,010,592	53,638,587

Scheduled maturities of long-term debt and capital lease obligations at December 31, 2009 were as follows:

	Long-term debt	Capital lease obligations
2010	$ 370,004	1,349,272
2011	25,350,290	1,123,390
2012	34,145,000	561,963
2013	—	453,797
2014	—	261,986
Thereafter	—	646,178
	$ 59,865,294	4,396,586
Less interest portion at 5.7192% – 8.561%		(803,693)
Total		$ 3,592,893

(7) Income Taxes

Income tax expense (benefit) consisted of the following:

	2009	2008
Current:		
Federal	$ 678,126	771,194
State	924,717	690,305
Deferred:		
Federal	(4,783,401)	1,090,717
State	(10,632)	(8,317)
	$ (3,191,190)	2,543,899

The difference between the expected tax expense based on the federal statutory rate of 34% is primarily due to the valuation allowance that was previously required due to historical losses and uncertainty of future taxable income, Texas gross margin tax which is not based on pre-tax income and income tax attributable to noncontrolling interest.

Deferred tax assets and liabilities arising from temporary differences were as follows:

		2009	2008
Deferred tax assets:			
Accrued expenses and other liabilities for financial accounting purposes not currently deductible	$	765,594	310,441
Net operating loss carryforwards and contribution limitation		1,345,244	4,626,938
Flow through entities		3,671,996	1,407,357
Property plant and equipment		236,104	176,369
Other		332,312	99,998
Total deferred tax assets		6,351,250	6,621,103
Less valuation allowance		—	(6,149,048)
Net deferred tax assets		6,351,250	472,055
Deferred tax liabilities:			
Property and equipment and intangibles, principally due to differences in depreciation and amortization		(25,657)	(98,355)
Goodwill		(4,514,534)	(3,360,742)
Total deferred tax liabilities		(4,540,191)	(3,459,097)
Net deferred tax assets (liabilities)	$	1,811,059	(2,987,042)

The valuation allowance consisted of the following:

		December 31	
		2009	2008
Balance at January 1	$	6,149,048	5,794,526
Increase (decrease) during the year		(6,149,048)	354,522
Balance at December 31	$	—	6,149,048

The Company has net operating loss carryforwards of approximately $1,321,958 and $10,400,000 as of December 31, 2009 and 2008, respectively, which expire beginning in the year 2021 if not previously utilized. The Company has not recorded a valuation allowance for any of its deferred tax assets at December 31, 2009 as they expect to generate future taxable income sufficient to realize such deferred tax assets. The valuation allowance will be reduced at such time as management is able to determine that the realization of the deferred tax assets is more likely than not to occur.

(Continued)

(8) Preferred Stock

Under the Company's Third Amended and Restated Certificate of Incorporation, 100,450,000 total shares are authorized to issue, comprising 53,525,000 shares of common stock and 46,925,000 shares of preferred stock. Preferred stock is issuable in series under terms and conditions determined by the Company's board of directors.

(a) Series A Preferred Stock

As of December 31, 2008 and 2009, there were 12,350,000 shares of Series A Preferred outstanding.

(b) Series B Preferred Stock

The Series B redeemable convertible preferred stock (Series B Preferred) shares were sold, primarily to related-party physicians, at an original issue price of $1 per share. During 2009 and 2008, the Company issued 16,000 shares to a related-party physician at a price of $1.00 per share. As of December 31, 2009, there were 529,000 shares of Series B Preferred outstanding.

(c) Series B-1 Preferred Stock

During 2009, the Company repurchased 50,000 shares from a related party physician at $1.50 per share. As of December 31, 2009 there were 886,666 shares of Series B-1 Preferred outstanding.

(d) Series C Preferred Stock

During 2009, the Company issued 200,000 shares at a price of $1.50 per share. As of December 31, 2009, there were 24,500,962 shares of Series C Preferred outstanding.

(e) Dividends

Series A Preferred and Series C Preferred stockholders are entitled to receive cash dividends at the rate of 8% per annum calculated on the original issue prices. Dividends are cumulative from the date of original issuance and accrue quarterly. Accumulations of dividends on shares of Series A and Series C Preferred stock do not bear interest and are payable generally at the time of a liquidating event as defined in the agreement. Series B Preferred, Series B-1 Preferred, and common stockholders are entitled to receive dividends, when and if declared by the board of directors out of the Company's assets legally available therefore, so long as all accrued dividends on then outstanding Series A and Series C Preferred stock have been paid or declared and set apart.

(f) Redemption

Each share of Series A and Series C Preferred stock is redeemable beginning on September 1, 2012, if approved by 60% of the then-outstanding shareholders of Series A and Series C Preferred. Series B and Series B-1 Preferred stock is redeemable, beginning on September 1, 2012 if approved by 60% of the then-outstanding shares of Series A and Series C Preferred, voting as a single class, and if also approved by 60% of the then-outstanding shares of Series B and Series B-1 Preferred, voting as a single class.

Any such redemption would be payable in three equal annual installments calculated using the sum of the original issue prices ($1 per share for Series A and Series B Preferred, and $1.50 for Series C and Series B-1 Preferred) plus all related accrued and unpaid dividends.

(g) Conversion Rights

Each share of Series A, Series B, Series B-1 and Series C Preferred stock is convertible at any time, at the option of the holder, into the same number of shares of common stock. Each share of Series A, Series B, Series B-1, and Series C converts automatically upon a qualified public offering. Upon such automatic conversion, any related declared and unpaid dividend becomes due.

(h) Liquidation Preference

Upon liquidation or dissolution, and after payment or provision for payment of all debts and liabilities, stockholders of the Company will receive proceeds, to the extent available, as follows: (a) first, to the holders of Series A and Series C Preferred Stock, amounts per share equal to their original share purchase prices, plus accrued and unpaid dividends (as adjusted for past dividends, combinations, splits, recapitalizations, and the like); (b) second, to the holders of Series B and Series B-1 Preferred Stock, amounts per share equal to their original share purchase prices, plus any accrued and unpaid dividends, (as adjusted for past dividends, combinations, splits, recapitalizations, and the like); (c) third, ratably to the holders of Common Stock, and Series A Preferred Stock and Series C Preferred Stock on an as-if converted to Common Stock basis until the holders of Series A and Series C Preferred Stock shall have received, in total including the payment under (a) above, an amount equal to three (3) times the Series A or Series C original issue price, respectively; and (d) fourth, to the holders of Common Stock, any remaining available amounts.

(i) Voting Rights

Each share of Series A and Series C Preferred stock issued and outstanding is entitled to the number of votes equal to the number of shares of common stock into which it is convertible. For various defined events, Series A and Series C Preferred stockholders vote together as a separate class. In those circumstances, 60% or more of the outstanding Series A and Series C Preferred stockholders must approve the event.

Each share of common stock is entitled one vote. As long as Series A and Series C Preferred stock is outstanding, and except for various defined events, Series A and Series C Preferred stockholders vote together with common stockholders as a single class on an as-if-converted to common stock basis.

The Series B and Series B-1 Preferred stockholders have no voting rights and their consent is not required to take any corporate action.

A majority of the Company's stockholders, voting together on an as-if-converted to common stock basis, can change the number of authorized shares outstanding.

(j) Other Terms

If Series A and Series C Preferred shares are outstanding, no dividend may be declared, and no shares shall be redeemed, on Series B or Series B-1 Preferred stock unless all accrued Series A and Series C Preferred dividends have been paid and a similar dividend is declared on Series A and Series C Preferred stock.

All stockholders are obligated to participate in a sale of the Company approved by 60% of the Series A and Series C Preferred stockholders, voting together as a single class, and the board of directors.

Series A and Series C Preferred stockholders have the right to purchase any new securities on a proportionate basis, and also have the right of over-allotment if any other Series A or Series C Preferred shareholder fails to purchase a full proportionate share of the any new securities. Series B Preferred, Series B-1 Preferred, and common stockholders do not have preemptive rights.

The Company and the Series A and Series B Preferred stockholders have the right to purchase shares from Series B Preferred, Series B-1 Preferred and common stockholders who wish to transfer their shares to a nonpermitted transferee.

(9) Stock Compensation Plans

The Company's 2005 Stock Incentive Plan (the 2005 SIP) provides stock options and restricted stock grants, and other share-based incentives, primarily to employees and directors. In May 2008, the Company authorized an additional 500,000 shares available for grant. In March 2009, the company authorized an additional 500,000 shares available for grant. There were 5,400,000 and 4,900,000 shares available for grant as of December 31, 2009 and 2008, respectively, under the amended 2005 SIP.

(a) Stock Option Plan

Awards granted under the 2005 SIP are for incentive stock options with a five year term, an exercise price at least equal to the market value on the date of grant, and which vest 25% after one year of service and then monthly in equal amounts over the next three years of service. Income for the years ended December 31, 2009 and 2008 included $13,271 and $10,111, respectively, of pretax compensation costs related to stock options granted. As of December 31, 2009, there was $20,735 of total unrecognized compensation costs related to stock options. These costs are expected to be recognized over a period of approximately four years. At December 31, 2009, the weighted average remaining contractual life of outstanding options was 1.87 years.

The table below summarizes activity in the Company's stock option plan:

	Year ended December 31			
	2009		2008	
	Awards	Weighted average exercise price	Awards	Weighted average exercise price
Outstanding at beginning of year	1,061,692	$ 0.14	838,355	$ 0.14
Granted	195,000	0.15	550,000	0.15
Exercised	(208,751)	0.14	(314,892)	0.15
Cancelled	(31,875)	0.11	(11,771)	0.14
Outstanding at end of year	1,016,066	$ 0.14	1,061,692	$ 0.14
Awards exercisable at year-end	412,941	$ 0.14	245,432	$ 0.13

(b) ***Restricted Stock***

The Company issued restricted stock to certain employees in 2007 and in prior years. Restricted stock awards vest 25% after one year of service and then monthly in equal amounts over the next three years of service, subject to continued employment and other plan terms and conditions. Holders of restricted stock are not allowed to sell, transfer, pledge, or otherwise encumber their restricted shares, but such holders are allowed to vote and their shares accrue dividends when and if declared. The Company may, but is not obligated to, repurchase vested restricted stock from employees at fair market value upon termination of the recipient's employment.

Expense for restricted stock is recognized over the vesting period. The noncash compensation expense associated with restricted stock awards was $41,825 in 2009 and $64,741 in 2008. The following table summarizes restricted stock award activity:

	2009	2008
Outstanding balance at beginning of year	$ 3,401,558	3,401,558
Granted	—	—
Exercised	—	—
Forfeited	—	—
Repurchase	—	—
Balance at December 31, 2009	$ 3,401,558	3,401,558

The following table summarizes the nonvested restricted stock activity:

		2009	2008
Outstanding balance at beginning of year	$	1,384,334	2,331,595
Granted		—	—
Vested		(743,212)	(947,261)
Forfeited		—	—
Repurchase		—	—
Balance at December 31, 2009	$	641,122	1,384,334

At December 31, 2009, 2,760,436 of the outstanding restricted shares were vested. As of December 31, 2009, there was approximately $51,379 of total unrecognized compensation costs related to restricted stock awards. These costs are expected to be recognized over a remaining vesting period of approximately two years.

(10) Related-Party Transactions

Participation in the Medicare ESRD program requires that treatment at a dialysis center be under the general supervision of a director who is a physician. The Company has engaged physicians or groups of physicians to serve as medical directors for each of its centers. The Company has contracts with approximately 27 individual physicians and physician groups to provide medical director services. The compensation of medical directors is negotiated individually and depends in general on local factors such as competition, the professional qualifications of the physician, their experience and their tasks as well as the workload at the clinic.

An ESRD patient generally seeks treatment at a dialysis center near his or her home and at which his or her treating nephrologist has practice privileges. Additionally, many physicians prefer to have their patients treated at dialysis centers where they or other members of their practice supervise the overall care provided as medical directors to the centers. As a result, and as is typical in the dialysis industry, the primary referral source for most of our centers is often the physician or physician group providing medical director services to the center.

The Company's medical director agreements generally include covenants not to compete. Also, when the Company acquires a center from one or more physicians, or where one or more physicians owns interests in centers as co-owners with us, these physicians have agreed to refrain from owning interests in competing centers within a defined geographic area for various time periods. These agreements not to compete restrict the physicians from owning or providing medical director services to other dialysis centers. Most of these agreements not to compete continue for a period of time beyond expiration of the corresponding medical director agreements.

The Company leases space for 20 of its centers in which physicians and/or employees hold ownership interests, and subleases space to referring physicians and/or employees at one center. Future minimum lease payments payable under these leases is approximately $14 million at December 31, 2009, exclusive of maintenance and other costs, and is subject to escalation. For 2009 and 2008, total lease payments under these leases were approximately $2.4 million and $2.4 million, respectively.

Some medical directors and other referring physicians own Series B and Series B-1 Preferred stock, which they purchased from the Company or received as partial compensation under a medical director agreement. Some of the Company's medical directors also own equity interests in entities that operate the Company's dialysis centers.

The Company believes that the leases and equity purchases are no less favorable to us and no more favorable to such physicians than would have been obtained in arm's-length bargaining between independent parties.

The Company has one promissory note obligation owed a noncontrolling interest holder in one of its subsidiaries. The note obligation was in an original amount of $750,000, of which $250,000 and $375,000 was outstanding at December 31, 2009 and 2008, respectively. At December 31, 2009 and 2008, $125,000 of the amount outstanding was classified in the accompanying consolidated balance sheet as a current liability. The note bears interest at 7% and principal is due in six annual installments from May 1, 2006 through May 1, 2011. The obligations pursuant to these notes are subordinated in terms of repayment to the Company's obligations under the CIT Credit Agreement (see note 6).

The Company also has another promissory note obligation owed to another noncontrolling interest holder. The amount outstanding on this note was $0 and $39,440 at December 31, 2009 and 2008, respectively. The note was paid off in 2009. The note bore interest at 5% per annum and was subordinated in terms of repayment to the Company's obligations under the CIT Credit Agreement (see note 6).

During the years ended December 31, 2009 and 2008, the Company paid a related party affiliated through common ownership $293,101 and $496,059, respectively, for the usage of an airplane.

A member of the Company's board of directors provides consulting services primarily related to regulatory and reimbursement matters. The total expenses incurred by the Company related to these services were approximately $108,333 and $50,000 in 2009 and 2008, respectively.

The Company purchased CRC in September 2008 (see note 3). Three executives of the Company owned a majority interest in CRC prior to the acquisition.

(11) Legislation, Regulations, and Market Conditions

The Company's dialysis operations are subject to extensive federal, state, and local government regulations. These regulations require the Company to meet various standards relating to, among other things, the operation of dialysis clinics, the provision of quality healthcare for patients, maintenance of proper ownership and records, quality assurance programs, and occupational, health, safety and environmental standards, and the provision of accurate reporting and billing to government and private payment programs. These laws are extremely complex, and in many instances, providers do not have the benefit of significant regulatory or judicial interpretation as to how to interpret and apply these laws and regulations in the normal course of conducting their business. Healthcare providers that do not comply with these laws and regulations may be subject to civil or criminal penalties, the loss of their licenses, or restriction in their ability to participate in various federal and state healthcare programs. The Company endeavors to conduct its business in compliance with applicable laws and regulations.

Our dialysis centers are certified (or are pending certification) by the Centers for Medicare and Medicaid Services, as is required for the receipt of Medicare payments, and are licensed and permitted by state authorities. The Medicare and Medicaid Fraud and Abuse Amendments of 1977, as amended, generally referred to as the "anti-kickback statute," imposes sanctions on those who, among other things, offer, solicit, make or receive payments in return for referral of a Medicare or Medicaid patient for treatment. The federal False Claims Act imposes penalties on those who, among other things, knowingly present a false or fraudulent claim for payment to the federal government. Another federal law, commonly referred to as the "Stark Law," prohibits physicians, with certain exceptions, from referring Medicare patients to entities with which the physician has a financial relationship, states have analogous statues. The Health Insurance Portability and Accountability Act of 1996 (HIPAA), among other things, includes provisions relating to the privacy of medical information and prohibits inducements to patients to select a particular healthcare provider. Congress, states and regulatory agencies continue to consider modifications to federal and state healthcare laws. The Company's dialysis centers are also subject to various state hazardous waste and nonhazardous medical waste disposal laws.

Sanctions for violations of these statutes could result in the imposition of significant fines and penalties, repayments for patient services previously billed, expulsion from government healthcare programs, and other civil or criminal penalties. Management believes that the Company is in material compliance with applicable government laws and regulations.

(12) Profit-Sharing Plan

The Company has a savings plan for employees who meet certain criteria that have been established pursuant to the provisions of Section 401(k) of the Internal Revenue Code. The plan allows employees to contribute a defined portion of their compensation on a tax-deferred basis. Since January 1, 2005, the plan allows for defined matching Company contributions for eligible employees. The plan was amended effective January 1, 2006 to allow vesting credit for prior years of service for employees of certain acquired businesses. For the years ending December 31, 2009 and 2008, respectively, the Company made matching contributions to the plan of $391,053 and $365,496.

The Company may also make discretionary profit-sharing contributions to the plan if approved by the board of directors. No such contributions were made in 2009 or 2008.

(13) Commitments and Contingencies

The Company may be subject to claims and suits in the ordinary course of business, including contractual disputes and professional and general liability claims.

On February 15, 2007, the holders of the subordinated note referenced in note 6 brought suit against the Company. In the lawsuit, the plaintiffs alleged that the Company had failed to pay amounts due to the sellers of Rencare Ltd. (Rencare) concerning accounts receivable that arose prior to the close of the Rencare acquisition. The Company denied plaintiff's claims and, made counterclaims against plaintiffs and filed a third-party cross-claim against one of the other sellers of Rencare. In the Company's counterclaim and cross-complaint, the Company alleged, among other things, that Sellers breached the representations and warranties in the applicable Rencare acquisition documents by failing to disclose certain liabilities. A trial was held in November 2008 and judgment was entered in favor of plaintiff for $750,000 plus $300,000 in attorney fees. An appeal is pending and the parties are awaiting a ruling from the appellant court. At this time, the Company cannot determine what will be the ultimate resolution of our appeal. In addition to the judgment, the Company incurred legal and other professional fees related to this litigation. These expenses aggregated $286,647 and $1,219,203 in 2009 and 2008, respectively.

The Company has obligations to purchase the third-party interests in several of its joint ventures. These obligations are in the form of put provisions in joint venture agreements, and are exercisable at the third-party owners' discretion with some timing limitations. If these put provisions are exercised, the Company would be required to purchase the third-party owners' interests at fair market value (see note 4).

The Company rents office space, medical facilities, and medical equipment under lease agreements that are classified as operating leases for financial reporting purposes. At December 31, 2009, the future minimum rental payments under noncancelable operating leases with terms of one year or more consist of the following:

2010	$ 5,827,058
2011	5,260,414
2012	5,109,728
2013	4,696,231
2014	3,658,621
Thereafter	9,440,090

Rent expense was $6,290,202 and $5,011,653 for the years ended December 31, 2009 and 2008, respectively.

(14) Subsequent Event

On April 14, 2010, a subsidiary of the company, entered into a definitive agreement to acquire Dialysis Corporation of America, Inc. (DCA). Under the terms of the agreement, USRC, through a subsidiary, will commence a tender offer for all the outstanding common shares of DCA for $11.25 per share in cash, followed by a merger to acquire all remaining outstanding DCA shares at the same cash price paid in the tender offer. The transaction is valued at approximately $112 million. DCA provides outpatient dialysis, in-hospital dialysis, acute and at home dialysis services in Georgia, Maryland, New Jersey, Ohio, Pennsylvania, South Carolina and Virginia. The Company has received a commitment letter providing fully committed debt financing in connection with the transaction from Royal Bank of Canada and equity financing from certain of its existing shareholders.

WELLS FARGO

Wells Fargo Equipment Finance, Inc.
733 Marquette Avenue, Suite 700
MAC N9306-070
Minneapolis, MN 55402

Master Lease

Master Lease Number 288280 dated as of November 2, 2010

Name and Address of Lessee:
US Renal Care Home Therapies LLC
1313 La Concha Lane
Houston, TX 77054

Master Lease Provisions

1. LEASE. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the personal property described in a Supplement or Supplements to this Master Lease from time to time signed by Lessor and Lessee upon the terms and conditions set forth in this Master Lease and in the related Supplement (such property together with all replacements, substitutions, parts, improvements, repairs, and accessories, and all additions incorporated therein or affixed thereto being referred to herein as the "Equipment"). Each Supplement shall constitute a separate lease incorporating the terms of this Master Lease. References in this Master Lease to "this Lease", "hereunder" and "herein" shall be construed to mean a Supplement which incorporates this Master Lease. Lessee's execution of a Supplement shall obligate Lessee to lease the Equipment described therein from Lessor. No Supplement shall be binding on Lessor unless and until executed by Lessor. Anything to the contrary notwithstanding, Lessor shall have no obligation to accept, execute or enter into any Supplement or to acquire or lease to Lessee any equipment. Title to all Equipment shall at all times remain in Lessor.

2. TERM. The term of this Lease shall begin on the rent commencement date shown in the applicable Supplement and shall continue for the number of consecutive months from the rent commencement date shown in such Supplement (the "initial term") unless earlier terminated by Lessor as provided herein. The rent commencement date is the 15th day of the month in which all of the items of Equipment described in the related Supplement have been delivered and accepted by Lessee if such delivery and acceptance is completed on or before the 15th of such month, and the rent commencement date is the last day of such month if such delivery and acceptance is completed during the balance of such month. In the event Lessee executes the related Supplement prior to delivery and acceptance of all items of Equipment described therein, Lessee agrees that the rent commencement date may be left blank when Lessee executes the related Supplement and hereby authorizes Lessor to insert the rent commencement date based upon the date appearing on the delivery and acceptance certificate signed by Lessee.

At the expiration of the initial term, unless Lessee shall have renewed the Lease or purchased the Equipment from Lessor, as provided for in each Supplement, if Lessee does not return to Lessor all of the Equipment that is the subject of a Supplement in accordance with paragraph 14 below, Lessee shall pay to Lessor an amount equal to the monthly basic rental payment that was in effect during the last month of the initial term for each month (or part of any month) as "Holdover Rent", and shall comply with all other provisions of this Lease, from the first day after the expiration of the initial term until all such Equipment has been returned to Lessor in accordance with paragraph 14, provided however, that nothing contained herein and no payment of Holdover Rent shall relieve Lessee of its obligation to return the Equipment upon the expiration or earlier termination of the Lease. In addition, Lessee shall pay any applicable sales, use, and/or property taxes arising from this Lease.

3. RENT. Lessee shall pay as basic rent for the initial term of this Lease the amount shown in the related Supplement as Total Basic Rent. The Total Basic Rent shall be payable in installments each in the amount of the basic rental payment set forth in the related Supplement plus sales and use tax thereon. Lessee shall pay advance installments and any security deposit, each as shown in the related Supplement, on the date it is executed by Lessee. Subsequent installments shall be payable on the first day of each rental payment period shown in the related Supplement beginning after the first rental payment period; provided, however, that Lessor and Lessee may agree to any other payment schedule, including irregular payments or balloon payments, in which event they shall be set forth in the Supplement. If the actual cost of the Equipment is more or less than the Total Cost as shown in the Supplement, the amount of each installment of rent will be adjusted up or down to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the Total Cost. Adjustments of 10% or less may be made by written notice from Lessor to Lessee. Adjustments of more than 10% shall be made by execution of an amendment to the Supplement reflecting the change in Total Cost and basic rental payment.

In addition to basic rent, which is payable beginning on the rent commencement date, Lessee agrees to pay interim rent for the period beginning on the date the Equipment is delivered and accepted by Lessee to the rent commencement date at a daily rate equal to the percentage of Lessor's cost of the Equipment set forth in such Supplement. Interim rent shall be payable on the rent commencement date. Lessee agrees that if all of the items of Equipment covered by such Supplement have not been delivered and accepted thereunder before the date specified as the Cutoff Date in such Supplement, Lessor shall have no obligation to lease the Equipment to Lessee and Lessee shall purchase from Lessor the items of Equipment then subject to this Lease within five days after Lessor's request to do so for a price equal to Lessor's cost of such items plus all accrued but unpaid interim rent thereon. Lessee shall also pay any applicable sales and use tax on such sale.

4. SECURITY DEPOSIT. Lessor may apply any security deposit toward any obligation of Lessee under any Supplement and shall return any unapplied balance to Lessee without interest upon full satisfaction of all of Lessee's obligations.

5. NO WARRANTIES. Lessee agrees that it has selected each item of Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSEE ACKNOWLEDGES THAT: LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT NOR A DEALER THEREIN; THE EQUIPMENT IS OF A SIZE, DESIGN, CAPACITY, DESCRIPTION AND MANUFACTURE SELECTED BY THE LESSEE; LESSEE IS SATISFIED THAT THE EQUIPMENT IS SUITABLE AND FIT FOR ITS PURPOSES; AND LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE QUALITY, CONDITION OR CAPACITY OF THE EQUIPMENT OR THE MATERIALS IN THE EQUIPMENT OR WORKMANSHIP OF THE EQUIPMENT, LESSOR'S TITLE TO THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY EQUIPMENT OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OR OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY SUCH MAINTENANCE, REPAIRS, SERVICE OR ADJUSTMENT, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. LESSOR SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING ANY LIABILITY FOR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. No defect or unfitness of the Equipment and no failure on the part of the manufacturer or the shipper of the Equipment to deliver the Equipment or any part thereof to Lessee shall relieve Lessee of the obligation to pay rent or any other obligation hereunder. Lessor shall have no obligation in respect of the Equipment and shall have no

THIS AGREEMENT INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

Lessor: Wells Fargo Equipment Finance, Inc.

By: Connie Longtine

Title: Sr. Contract Administrator

U.S. Renal Care Home Therapies, LLC,
Lessee

By: James D. Shelton, Manager

MASTLSLG: CANNON1:10302010.1330:288280-400:301203:108511

obligation to install, erect, test, adjust or service the Equipment. Lessee shall look only to persons other than Lessor such as the manufacturer, vendor or carrier thereof should any item of Equipment for any reason and in any way be defective. To the extent permitted by the manufacturer and/or vendor and provided Lessee is not in default under the Lease, Lessor shall make available to Lessee all manufacturer and/or vendor warranties with respect to the Equipment.

6. LESSEE COVENANTS, REPRESENTATIONS AND WARRANTIES. (a) Affirmative Covenants. Lessee shall: (i) pay all shipping and delivery charges and other expenses incurred in connection with the Equipment and pay all lawful claims, whether for labor, materials, supplies, rent or services, which might or could if unpaid become a lien on the Equipment; (ii) comply with all laws and regulations and rules, all manufacturer's instructions and warranty requirements, and with the conditions and requirements of all policies of insurance relating to the Equipment and its use; (iii) mark and identify the Equipment with all information and in such manner as Lessor or its assigns may request from time to time and replace promptly any such markings or identification which are removed, defaced or destroyed; (iv) at any and all times during business hours, grant Lessor free access to enter upon the premises wherein the Equipment shall be located or used and permit Lessor to inspect the Equipment and all applicable maintenance records; provided, however, that Lessor shall have no obligation to inspect any Equipment or records; (v) maintain a system of accounts established and administered in accordance with generally accepted accounting principles and practices consistently applied; and (vi) within thirty (30) days after the end of each fiscal quarter, deliver to Lessor a balance sheet as of the end of such quarter and statement of operations for such quarter, setting forth in comparative form the corresponding figures for the comparable period in the preceding fiscal year, within one hundred and twenty (120) days after the end of each fiscal year, deliver to Lessor a balance sheet as of the end of such year and statements of operations, income and retained earnings for such year, with accompanying footnotes, each setting forth in comparative form the corresponding figures for the preceding year, in each case prepared in accordance with generally accepted accounting principles and practices consistently applied and certified by Lessee's chief financial officer as fairly presenting the financial position and results of operations of Lessee, and, in the case of year end financial statements, certified by an independent accounting firm acceptable to Lessor, and with reasonable promptness, furnish Lessor with such other information, financial or otherwise, relating to Lessee or the Equipment as Lessor shall reasonably request.

(b) Negative Covenants. Lessee shall not (i) voluntarily or involuntarily create, incur, assume or suffer to exist any mortgage, lien, security interest, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting or with respect to the Equipment or this Lease or any of Lessee's interest thereunder; (ii) permit the name of any person, association or corporation other than the Lessor or Lessee to be placed on the Equipment; (iii) part with possession or control of or suffer or allow to pass out of its possession or control any item of the Equipment or change the location of the Equipment or any part thereof from the address shown in the applicable Supplement; (iv) ASSIGN OR IN ANY WAY TRANSFER OR DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF THE EQUIPMENT; (v) change (a) its name or address from that set forth above, (b) the state under whose laws it is organized as of the date hereof, or (c) the type of organization under which it exists as of the date hereof unless it shall have given Lessor or its assigns no less than thirty (30) days' prior written notice of any such proposed change; (vi) permit the sale or transfer of any shares of its capital stock or of any ownership interest in the Lessee to any person, persons, entity or entities (whether in one transaction or in multiple transactions) which results in a transfer of a majority interest in the ownership and/or the control of the Lessee from the person, persons, entity or entities who hold ownership and/or control of the Lessee as of the date of this Master Lease; or (vii) consolidate with or merge into or with any other entity, or purchase or otherwise acquire all or substantially all of the assets or stock or other ownership interest of any person or entity or sell, transfer, lease or otherwise dispose of all or substantially all of Lessee's assets to any person or entity.

(c) Representations and Warranties. Lessee represents and warrants to Lessor, that effective on the date on which Lessee executes this Master Lease and each Supplement: (i) if Lessee is a partnership, corporation, limited liability company or other legal entity, the execution and delivery of this Master Lease and each Supplement and the performance of Lessee's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Lessee and are not in contravention of, and will not result in a breach of, any of the terms of Lessee's charter, by-laws, articles of incorporation or other organic documents or any loan agreements or indentures of Lessee, or any other contract, agreement or instrument to which Lessee is a party or by which it is bound; (ii) the person signing the Master Lease and each Supplement on behalf of Lessee is duly authorized; (iii) Lessee's exact legal name as it appears on its charter or other organic documents, including as to punctuation and capitalization, and its principal place of business or chief executive office are as set forth in the heading of this Master Lease; (iv) Lessee is duly organized, validly existing and in good standing under the laws of the state of its incorporation or formation and is duly qualified and authorized to transact business in, and is in good standing under the laws of, each other state in which the Equipment is or will be located; (v) there has been no change in the name of the Lessee, or the name under which Lessee conducts business within the one year preceding the date hereof except as previously reported in writing to Lessor; (vi) Lessee has not moved its principal place of business or chief executive office, or has not changed the jurisdiction of its organization with the one year preceding the date hereof except as previously reported to Lessor in writing; (vii) this Master Lease and each Supplement constitute a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms; (viii) all information provided by Lessee to Lessor in connection with this Lease is true and correct; (ix) the Equipment will be used primarily for business purposes as opposed to personal, family or household purposes; and (x) there are no suits pending or threatened against Lessee or any guarantor which, if decided adversely, might materially adversely affect Lessee's or such guarantor's financial condition, the value, utility or remaining useful life of the Equipment, the rights intended to be afforded to Lessor hereunder or under any guarantee or the ability of Lessee or any guarantor to perform its obligations under the Lease or any document delivered in connection with the Lease.

7. TAXES. Lessee shall promptly pay when due, and indemnify and hold Lessor harmless, on an after-tax basis, from, all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any governmental body or agency upon the Equipment or its use, purchase, ownership, delivery, leasing, possession, storage, operation, maintenance, repair, return or other disposition of the Equipment, or for titling or registering the Equipment, or upon the income or other proceeds received with respect to the Equipment or this Lease or the rentals hereunder; provided, however, that Lessee shall not be required to pay taxes on or measured by the net income of Lessor. Lessee shall prepare and file all tax returns relating to taxes for which Lessee is responsible hereunder which Lessee is permitted to file under the laws of the applicable taxing jurisdiction. Upon the expiration or earlier termination of the Lease, Lessee shall pay to Lessor any such taxes accrued or assessed but not yet due and payable.

8. INDEMNITY Lessee hereby agrees to indemnify and hold Lessor harmless (on an after-tax basis) from and against any and all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, obligations, actions, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including attorneys' fees) arising out, or in any manner connected with, or resulting directly or indirectly from, the Equipment, including, without limitation, the manufacture, purchase, lease, financing, selection, ownership, delivery, rejection, non-delivery, transportation, possession, use, storage, operation, condition, maintenance, repair, return or other disposition of the Equipment or with this Lease, including without limitation, claims for injury to or death of persons and for damage to property, whether arising under the doctrine of strict liability, by operation of law or otherwise, and to give Lessor prompt notice of any such claim or liability.

9. ASSIGNMENT. Lessor may sell or assign any or all of its interest in this Lease or sell or grant a security interest in all or any part of the Equipment, without notice to or the consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any setoff, recoupment, claim, counterclaim or defense Lessee may have against Lessor or any person other than such assignee. Lessee agrees that if it receives written notice of an assignment from Lessor, it will pay all Rent and other payments payable under each Supplement to such assignee or as instructed by Lessor or the assignee identified in the notice received from Lessor. An assignee of Lessor shall have all rights of Lessor under the applicable Lease, to the extent assigned, separately enforceable by such assignee independently of Lessor or any assignee with respect to other leases. Upon any such assignment and except as may otherwise be provided therein all references in this Master Lease to Lessor shall include such assignee.

10. EQUIPMENT PERSONALTY. The Equipment shall remain personal property regardless of its attachment to realty, and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Equipment as a result of its attachment to realty. If requested by Lessor with respect to any item of the Equipment, Lessee will obtain and deliver to Lessor waivers of interest or liens in recordable form, satisfactory to Lessor, from all persons claiming any interest in the real property on or in which such item of the Equipment is installed or located.

11. USE AND MAINTENANCE. Lessee will use the Equipment with due care and only for the purpose for which it is intended. Lessee will, by qualified personnel, use, maintain, repair, modify (to the extent permitted or required herein) in accordance with prudent practices (but in no event less than the same extent to which Lessee maintains other similar equipment owned or leased by it) and for the purpose for which such Equipment was designed, in compliance with insurance policies, manufacturer's specified maintenance programs, warranties and applicable laws, and shall keep the Equipment in as good repair, condition

and working order as when originally received by Lessee, ordinary wear and tear excepted and will furnish and replace all parts of the Equipment as may from time to time become worn out, lost, stolen, destroyed or damaged or unfit for use., all at its expense. Lessee shall, at its expense, make all modifications and improvements to the Equipment required by law. Lessee may, at its sole cost and expense, make any modifications to the Equipment, provided that such modifications (a) are readily removable without causing damage to the Equipment, (b) do not reduce the value, utility, marketability or remaining useful life of the Equipment, and (c) are of a kind that customarily are made by lessees or purchasers of equipment similar to the Equipment. All parts, modifications and improvements to the Equipment shall, when installed or made, immediately become the property of Lessor and part of the Equipment for all purposes; provided, that any modification not required by law shall if requested by Lessor be removed by Lessee and any damage to the Equipment resulting from such removal shall be repaired prior to the return of the Equipment to the Lessor. The Equipment shall not be used outside of the United States without Lessor's prior written consent.

12. LOSS OR DAMAGE. No loss or damage to the Equipment or any part thereof shall affect any obligation of Lessee under this Lease, which shall continue in full force and effect. Lessee shall advise Lessor in writing within five (5) days of any item of Equipment becoming lost, stolen or damaged and of the circumstances and extent of such damage. In the event any item of Equipment shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment, Lessee shall promptly pay Lessor, within ten (10) days after demand by Lessor, an amount equal to the greater of the fair market value of such items or the Lessor's Loss as defined in paragraph 18 below. Upon payment of such amount to Lessor, such item shall become the property of Lessee, Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest therein, the rent with respect to such item shall terminate, and the basic rental payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received shall be paid to Lessor and credited to Lessee's obligation under this paragraph and Lessor shall be entitled to any surplus. Whenever the Equipment is damaged and such damage can be repaired, Lessee shall, at its expense, promptly effect such repairs as Lessor shall deem necessary for compliance with paragraph 11 above. Proceeds of insurance shall be paid to Lessor with respect to such repairable damage to the Equipment and shall, at the election of Lessor, be applied either to the repair of the Equipment by payment by Lessor directly to the party completing the repairs, or to the reimbursement of Lessee for the cost of such repairs; provided, however, that Lessor shall have no obligation to make such payment or any part thereof until receipt of such evidence as Lessor shall deem satisfactory that such repairs have been completed and further provided that Lessor may apply such proceeds to the payment of any rent or other sum due or to become due hereunder if at the time such proceeds are received by Lessor there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default.

13. INSURANCE. Lessee shall obtain and maintain on or with respect to the Equipment at its own expense (a) comprehensive general liability insurance insuring against liability for bodily injury, and property damage with a minimum limit of $1 million combined single limit per occurrence and (b) physical damage insurance insuring against loss or damage to the Equipment in an amount not less than the full replacement value of the Equipment. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of a policy or policies to Lessee in at least the minimum amounts required herein naming Lessor as an additional insured thereunder for the liability coverage and as loss payee for the property damage coverage. Each such policy shall be in such form and with such insurers as may be satisfactory to Lessor, and shall contain a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy and a clause requiring the insurer to give to Lessor at least thirty (30) days' prior written notice of (i) the cancellation or non-renewal of such policy or (ii) any amendment to the terms of such policy if such amendment would cause the policy no longer to conform to the policy requirements stated in this paragraph; and ten (10) days prior notice of cancellation for non-payment of premium. Lessee shall deliver, annually and at any time that there is a change in insurance carrier, to Lessor evidence satisfactory to Lessor of the required insurance coverage. Lessee hereby assigns to Lessor the proceeds of all such insurance and directs any insurer to make payments directly to Lessor. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof.

14. RETURN OF THE EQUIPMENT. Upon the expiration or earlier termination of this Lease by Lessor, Lessee will immediately deliver the Equipment to and in the manner designated by the Lessor in the same condition as when delivered to Lessee fully capable of performing all functions for which it was originally designed (or as upgraded during the Lease Term), ordinary wear and tear excepted, and in compliance with any additional return conditions set forth in the applicable Supplement, at such location within the continental United States as Lessor shall designate. Lessee shall pay all transportation and other expenses relating to such delivery. Lessee shall arrange for the disassembly and packing of the Equipment, together with all parts and pieces and then reassembly (including, if necessary, repair and overhaul) by an authorized representative of the manufacturer. Without limiting the generality of the foregoing, returned Equipment shall be in such condition to immediately qualify for (i) the manufacturer's (or other authorized service representative's) then available service contract or warranty, and (ii) all applicable licenses or permits necessary for its operation for its intended purposes and to comply with all specifications and requirements of applicable federal, state and local laws. The Equipment shall be returned with all related maintenance logs, operating manuals and other related materials and all such materials will be undamaged and contain all pages. Upon Lessor's request, Lessee shall, at Lessee's sole expense, provide storage acceptable to Lessor for a period of up to 90 days from the date of return and will assist Lessor in attempting to remarket the Equipment, including display and demonstration of the Equipment to prospective purchasers or lessees, and allowing Lessor to conduct any public or private sale or auction on Lessee's premises.

15. ADDITIONAL ACTION; EXPENSES. Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to carry out more effectively the intent and purpose of this Lease, including the execution and delivery of appropriate financing statements to protect fully Lessor's interest hereunder in accordance with the Uniform Commercial Code or other applicable law. Lessor and any assignee of Lessor is authorized to file one or more Uniform Commercial Code financing statements without the signature of Lessee or signed by Lessor or any assignee of Lessor as attorney-in-fact for Lessee. Lessee hereby grants to Lessor a power of attorney in Lessee's name, to apply for a certificate of title for any item of Equipment that is required to be titled under the laws of any jurisdiction where the Equipment is or may be used and/or to transfer title thereto upon the exercise by Lessor of its remedies upon an Event of Default by Lessee under this Lease. Lessee acknowledges that Lessor may incur out-of-pocket costs and expenses in connection with the transactions contemplated by this Lease, and accordingly agrees to pay (or reimburse Lessor for) the reasonable costs and expenses related to (a) filing any financing, continuation or termination statements, (b) any title and lien searches with respect to this Lease and the Equipment, (c) documentary stamp taxes relating to the Lease, and (d) procuring certified charter documents and good standing certificates of Lessee and any guarantor of Lessee's obligations hereunder. Lessee will do whatever may be necessary to have a statement of the interest of Lessor and any assignee of Lessor in the Equipment noted on any certificate of title relating to the Equipment and will deliver said certificate to Lessor. If Lessee fails to perform or comply with any of its agreements, Lessor may perform or comply with such agreements in its own name or in Lessee's name as attorney-in-fact and the amount of any payments and expenses of Lessor incurred in connection with such performance or compliance, together with interest thereon at the rate provided below, shall be deemed rent payable by Lessee upon demand.

16. LATE CHARGES. If any payment, whether for rent or otherwise, is not paid when due, Lessor may impose a late charge of 5% of the amount past due (or the maximum amount permitted by applicable law if less). Payments thereafter received shall be applied first to delinquent installments and then to current installments.

17. DEFAULT. Each of the following events shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay when due any installment of interim rent, basic rent or any other amount due hereunder; (b) any certificate, statement, representation, warranty or financial or credit information heretofore or hereafter made or furnished by or on behalf of Lessee or any guarantor of any of Lessee's obligations hereunder proves to have been false or misleading in any material respect or omitted any material fact, contingent or unliquidated liability or claim against Lessee or any such guarantor; (c) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder and the continuance thereof for 10 calendar days following written notice thereof by Lessor to Lessee; (d) Lessee or any guarantor of this Lease or any partner of Lessee if Lessee is a partnership shall cease doing business as a going concern, make an assignment for the benefit of creditors, become insolvent, or engage in any dissolution or liquidation proceedings; (e) Lessee or any guarantor of this Lease or any partner of Lessee if Lessee is a partnership shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver, or liquidator shall be appointed of it or of all or a substantial part of its assets; (f) Lessee or any guarantor of any of Lessee's obligations hereunder shall be in breach of or in default in the payment or performance of any material obligation ,under any credit agreement, conditional sales contract, lease or other contract, however arising; (g) any individual Lessee, guarantor of this Lease, or partner of Lessee if Lessee is a partnership shall die; (h) an event of default

shall occur under any other obligation Lessee or any guarantor of Lessee's obligations hereunder owes to Lessor; (i) an event of default shall occur under any indebtedness Lessee may now or hereafter owe to any affiliate of Lessor; or (j) Lessee, or any guarantor of this Lease shall suffer an adverse material change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.

18. REMEDIES. Lessor and Lessee agree that Lessor's damages suffered by reason of an Event of Default are uncertain and not capable of exact measurement at the time this Lease is executed because the value of the Equipment at the expiration of this Lease is uncertain, and therefore they agree that for purposes of this paragraph 18 "Lessor's Loss" as of any date shall be the sum of the following: (1) the amount of all rent and other amounts payable by Lessee hereunder due but unpaid as of such date plus (2) the amount of all unpaid rent for the balance of the term of this Lease not yet due as of such date (including any renewal or purchase options which Lessee has contracted to pay) discounted from the respective dates installment payments would be due at the Discount Rate as defined below plus (3) 10% of the cost of the Equipment that is subject to this Lease as of such date (provided however, that with regard to any Supplement that expressly sets forth a "Final Purchase Payment" other than 10% of the cost of the Equipment, then the amount of such Final Purchase Payment shall be substituted in place of the 10% in this clause "(3)" for the purpose of calculating Lessor's Loss with regard to such Supplement.) "Discount Rate" means (i) the rate set forth for the Treasury Constant Maturities having the closest term to (but not longer than) the original term of the applicable Supplement, as set forth in the Federal Reserve Board H.15 Release (Selected Interest Rates) as of the Rent Commencement Date applicable to such Supplement, (ii) the rate set forth for the Treasury Constant Maturities having the closest term to (but not longer than) the remaining term of the applicable Supplement, as set forth in the Federal Reserve Board H.15 Release (Selected Interest Rates) as of the date of calculation of Lessor's Loss applicable to such Supplement, or (iii) 3%, whichever is lowest. If a rate referred to in the preceding clauses "(i)" or "(ii)" is not published in such publication referenced hereinabove, such rate shall be taken from a reputable source selected by Lessor.

Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect; provided, however, that upon the occurrence of an Event of Default specified in paragraph 17(e), an amount equal to Lessor's Loss as of the date of such occurrence shall automatically become and be immediately due and payable without notice or demand of any kind. , The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy, and such remedies may be exercised concurrently or separately but only to the extent necessary to permit Lessor to recover amounts for which Lessee is liable hereunder.

a) Lessor may, by written notice to Lessee, terminate this Lease as to any or all of the Equipment subject hereto and declare an amount equal to Lessor's Loss as of the date of such notice to be immediately due and payable, as liquidated damages and not as a penalty, and the same shall thereupon be and become immediately due and payable without further notice or demand, and all rights of Lessee to use the Equipment shall terminate but Lessee shall be and remain liable as provided in this paragraph 18. Lessee shall at its expense promptly deliver the Equipment to Lessor at a location or locations within the continental United States designated by Lessor. Lessor may also enter upon the premises where the Equipment is located and take immediate possession of and remove the same with or without instituting legal proceedings.

b) Lessor may proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this Lease or to recover, for breach of this Lease, Lessor's Loss as of the date Lessor's Loss is declared due and payable hereunder; provided, however, that upon recovery of Lessor's Loss from Lessee in any such action without having to repossess and dispose of the Equipment, Lessor shall transfer the Equipment to Lessee at its then location upon payment of any additional amount due under clauses (e), (f) and (g) below.

c) In the event Lessor repossesses the Equipment, Lessor shall either retain the Equipment in full satisfaction of Lessee's obligation hereunder or sell or lease each item of Equipment in such manner and upon such terms as Lessor may in its sole discretion determine. The proceeds of any such sale or lease shall be applied to reimburse Lessor for Lessor's Loss and any additional amount due under clauses (d) and (e) below. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency. For purposes of this subparagraph, the proceeds of any lease of all or any part of the Equipment by Lessor shall be the amount reasonably assigned by Lessor as the cost of such Equipment in determining the rent under such lease.

d) Lessor may setoff and apply against any Rent or other sums due hereunder any sums of money held by Lessor or any affiliate of Lessor for Lessee;

e) Lessor may recover interest on the unpaid balance of Lessor's Loss plus any amounts recoverable under clauses (f) and (g) of this paragraph 18 from the date it becomes payable until fully paid at the rate of the lesser of 12% per annum or the highest rate permitted by law.

f) In addition to any other recovery permitted hereunder or under applicable law, Lessor may recover from Lessee an amount that will fully compensate Lessor for any loss of or damage to Lessor's residual interest in the Equipment.

g) Lessor may exercise any other right or remedy available to it by law or by agreement, and may in any event recover legal fees and other costs and expenses incurred by reason of an Event of Default or the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation, and disposition of the Equipment. Any payment received by Lessor may be applied to unpaid obligations as Lessor in its sole discretion determines.

If any Supplement is deemed at any time to be a lease intended as security, Lessee grants Lessor a security interest in the Equipment to secure its obligations under such Supplement, all other Supplements and all other indebtedness at any time owing by Lessee to Lessor. Lessee agrees that upon the occurrence of an Event of Default, in addition to all of the other rights and remedies available to Lessor hereunder, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code.

No express or implied waiver by Lessor of any breach of Lessee's obligations hereunder shall constitute a waiver of any other breach of Lessee's obligations hereunder.

19. NOTICES. Any notice hereunder to Lessee or Lessor shall be in writing and shall be deemed to have been given when delivered personally or deposited with a nationally-recognized overnight courier service or in the United States mails, postage prepaid, addressed to recipient at its address set forth above or at such other address as may be last known to the sender.

20. NET LEASE AND UNCONDITIONAL OBLIGATION. This Lease is a completely net lease and Lessee's obligation to pay rent and all other amounts payable by Lessee hereunder is absolute, unconditional and irrevocable, and shall be paid without any abatement, reduction, setoff or defense of any kind.

21. NON-CANCELABLE LEASE. This Lease cannot be canceled or terminated except as expressly provided herein.

22. SURVIVAL OF INDEMNITIES. Lessee's obligations under paragraphs 7, 8, and 18 shall survive termination or expiration of this Lease.

23. TAX INDEMNITY. Lessor's loss of, or loss of the rights to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment is referred to herein as a "Loss". If for any reason this Lease is not a true lease for federal or state income tax purposes, or if for any reason (even though this Lease may be a true lease) Lessor is not entitled to depreciate the Equipment for federal or state income tax purposes in the manner that Lessor anticipated when entering into this Lease, and as a result Lessor suffers a Loss, then Lessee agrees to pay Lessor, as additional basic rent, a lump-sum amount which, after the payment of all federal, state and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in the reasonable opinion of Lessor maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been if such Loss had not occurred. The Lessor makes no representation with respect to the income tax consequences of this Lease or the Equipment. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder. Lessor shall make a reasonable effort to contest any such claim but shall have no obligation to contest such claim beyond the administrative level of the Internal Revenue Service or other taxing authority. In any event, Lessor shall control all aspects of any settlement and contest. Lessee agrees to pay the legal fees and other out-of-pocket expenses incurred by Lessor in defending any such claim even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee shall have no obligations to indemnify Lessor for any Loss caused solely by (a) a casualty to the Equipment if Lessee pays the amount Lessee is required to pay as a result of such casualty, (b) Lessor's sale of the Equipment other than on account of an Event of Default hereunder, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) a change in tax law (including tax rates) effective after the Lease begins. For purposes of this paragraph 23, the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes. Lessee's indemnity obligations under this paragraph 23 shall survive termination of this Lease.

24. COUNTERPARTS. There shall be one original of the Master Lease and of each Supplement and it shall be marked "Original." To the extent that any Supplement constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security interest may only be created in the Supplement marked "Original."

25. NON-WAIVER. No course of dealing between Lessor and Lessee or any delay or omission on the part of Lessor in exercising any rights hereunder shall operate as a waiver of any rights of Lessor. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon Lessor unless it is in writing and signed by Lessor. To the extent permitted by applicable law, Lessee hereby waives the benefit and advantage of, and covenants not to assert against Lessor, any valuation, inquisition, stay, appraisement, extension or redemption laws now existing or which may hereafter exist which, but for this provision, might be applicable to any sale or re-leasing made under the judgment, order or decree of any court or under the powers of sale and re-leasing conferred by this Lease or otherwise. To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a Lessee by Article 2A-508 through 2A-522 of the Uniform Commercial Code, including but not limited to Lessee's rights to: (i) cancel this Lease; (ii) repudiate this Lease; (iii) reject the Equipment; (iv) revoke acceptance of the Equipment; (v) recover damages from Lessor for any breaches of warranty or for any other reason; (vi) claim a security interest in the Equipment in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under this Lease; (viii) accept partial delivery of the Equipment; (ix) "cover" by making any purchase or lease of or contract to purchase or lease Equipment in substitution of Equipment identified to this Lease; (x) recover any general, special, incidental, or consequential damages, for any reason whatsoever; and (xi) specific performance, replevin, detinue, sequestration, claim, delivery or the like for any Equipment identified to this Lease. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages as set forth in paragraph 18 or which may otherwise limit or modify any of Lessor' rights or remedies under paragraph 18.

26. MISCELLANEOUS. This Master Lease and related Supplement(s) constitute the entire agreement between Lessor and Lessee and may be modified only by a written instrument signed by Lessor and Lessee. Any provision of this Lease which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Lease, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of this Lease and shall not be deemed to affect the meaning or construction of any of the provisions hereof. In the event there is more than one Lessee named in this Master Lease or in any Supplement, the obligations of each shall be joint and several. Lessor may in its sole discretion, accept a photocopy, electronically transmitted facsimile or other reproduction of this Master Lease and/or a Supplement (a "Counterpart") as the binding and effective record of this Master Lease and/or a Supplement whether or not an ink signed copy hereof or thereof is also received by Lessor from Lessee, provided, however, that if Lessor accepts a Counterpart as the binding and effective record of this Master Lease or a Supplement, the Counterpart acknowledged in writing by Lessor shall constitute the record hereof or thereof. Lessee agrees that a Counterpart of this Master Lease or a Supplement received by Lessor, shall, when acknowledged in writing by Lessor, constitute an original document for the purposes of establishing the provisions hereof and thereof and shall be legally admissible under the best evidence rule and binding on and enforceable against Lessee. If Lessor accepts a Counterpart of a Supplement as the binding and effective record thereof only such Counterpart acknowledged in writing by Lessor shall be marked "Original" and to the extent that a Supplement constitutes chattel paper, a security interest may only be created in the Supplement that bears Lessor's ink signed acknowledgement and is marked "Original." This Lease shall in all respects be governed by, and construed in accordance with, the substantive laws of the state of Minnesota. LESSEE HEREBY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY MATTER ARISING UNDER OR IN CONNECTION WITH THIS LEASE. TIME IS OF THE ESSENCE WITH RESPECT TO THE OBLIGATIONS OF LESSEE UNDER THIS LEASE.

Ver. 0809

WELLS FARGO

Wells Fargo Equipment Finance, Inc.
733 Marquette Avenue, Suite 700
MAC N9306-070
Minneapolis, MN 55402

Amendment to Master Lease

Wells Fargo Equipment Finance, Inc. ("Lessor") and U.S. Renal Care Home Therapies LLC ("Lessee") hereby amend the Master Lease Number 288280 dated as of November 2, 2010 (the "Lease") as follows:

1. Section 6(a)(vi) is amended by deleting it and replacing it in its entirety with the following: "keep accurate and complete records pertaining to Borrower's business and financial condition and submit to Lender such quarterly and annual reports concerning Borrower's business and financial condition Lender may from time to time reasonably request;"

2. Section 15 is amended by replacing words "Lessee will promptly execute and deliver to Lessor" with "Lessee will execute and deliver to Lessor within ten (10) days of Lessor's request"

3. Section 17(a) is amended by inserting "within (5) five business days of" before the words "when due".

4. Section 17(c) is amended by deleting "ten (10) calendar days" and replacing it with "20 calendar days".

5. Section 17(e) is amended by inserting "and, if such petition is involuntary, the same shall not be dismissed within 30 calendar days of its filing"

6. New clauses (k), (l) and (m) are hereby added as additional Events of Default in Section 17 of the Agreement to read as follows:

   "(k) an event of default shall occur after giving effect to any provided cure period, of Lessee under that certain Credit Agreement dated as of May 24, 2010 among Lessee as Borrower, the Guarantors and Lenders identified thereinBank of America, N.A., as Syndication Agent, and Royal Bank of Canada, as Administrative Agent and as Collateral Agent, as such Credit Agreement may be amended from time to time (the "Credit Agreement"); (l) failure of Lessee to maintain at all times a minimum Fixed Charge Coverage Ratio as defined and set forth in the Credit Agreement; (m) failure to certify in writing to Lessor within sixty (60) days of the end of each fiscal quarter as to those matters pertaining to financial statements and Events of Default stated in the form for such certification attached hereto as Exhibit A."

Except as modified herein, the terms and conditions of the Lease remain the same and continue in full force and effect. In the event of a conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall prevail.

Dated: November 2, 2010

LESSOR:	LESSEE:
Wells Fargo Equipment Finance, Inc.	U.S. Renal Care Home Therapies, LLC
By:	By:
Title: Connie Longtine Sr Contract Administrator	James D. Shelton, Manager

Revised U S Renal Care Inc amendment to ML (v2) (2).doc

Exhibit A
To Amendment to Master Lease dated as of November 2, 2010

To: Wells Fargo Equipment Finance, Inc.
733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
Attn: Senior Lending Manager; Healthcare

Re: Quarterly Compliance Certification of U.S. Renal Care Home Therapies, LLC ("Lessee")

The undersigned Lessee hereby certifies to Wells Fargo Equipment Finance, Inc. ("Lessor") that (a) the financial statement of Lessee dated as of June 30, 2010, heretofore or concurrently herewith delivered by Lessee to Lessor, is true and correct, and has been prepared in accordance with generally accepted accounting principals, and (b) as of the date hereof, there exists no default or defined Event of Default under any loan agreement, promissory note or other document in effect with respect to any credit accommodation granted by Lessor to Lessee.

Dated: November 2, 2010

LESSEE:

U.S. Renal Care Home Therapies, LLC

By: _____
James D. Shelton, Manager

Wells Fargo Equipment Finance, Inc.
733 Marquette Avenue, Suite 700
MAC N9306-070
Minneapolis, MN 55402

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5. Section 17(e) is amended by inserting "and, if such petition is involuntary, the same shall not be dismissed within 30 calendar days of its filing"

6. New clauses (k), (l) and (m) are hereby added as additional Events of Default in Section 17 of the Agreement to read as follows:

   "(k) an event of default shall occur after giving effect to any provided cure period, of Lessee under that certain Credit Agreement dated as of July 5, 2006 among Lessee as Borrower, the Guarantors and Lenders identified therein, CapitalSource Finance LLC, as Syndication Agent; and CIT Healthcare LLC, as Administrative Agent and as Issuing Bank, as such Credit Agreement may be amended from time to time; (l) failure of Lessee to maintain at all times a minimum Fixed Charge Coverage Ratio (as defined below) of 1.20; (m) failure to certify in writing to Lessor within sixty (60) days of the end of each fiscal quarter as to those matters pertaining to financial statements and Events of Default stated in the form for such certification attached hereto as Exhibit A. "Fixed Charge Coverage Ratio" is defined as set forth in the attached Exhibit B, without regard to whether either of the two agreements from which the text of Exhibit B was taken is subsequently modified or terminated."

Except as modified herein, the terms and conditions of the Lease remain the same and continue in full force and effect. In the event of a conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall prevail.

Dated: November 2, 2010

LESSOR:	LESSEE:
Wells Fargo Equipment Finance, Inc.	U.S. Renal Care Home Therapies, LLC
By:	By:
Title: Connie Longtine Sr Contract Administrator	Title: Manager

U S Renal Care Inc -template for clinics-amendment to ML.doc

WELLS FARGO

Wells Fargo Equipment Finance, Inc.
733 Marquette Avenue, Suite 700
MAC N9306-070
Minneapolis, MN 55402

Supplement to Master Lease
Agreement of Sale

Supplement Number 0288280-400 dated as of November 2, 2010
to
Master Lease Number 288280 dated as of November 2, 2010

Name and Address of Lessee:
US Renal Care Home Therapies LLC
1313 La Concha Lane
Houston, TX 77054

Notice: Lessor reserves the right to withdraw the terms of this Supplement and issue a modified Supplement without notice to Lessee if Lessor is not in receipt of a fully executed original or facsimile of this document within five (5) business days of the date of this Supplement. However, in that event, no such modifications will be binding on Lessee unless and until Lessee executes the modified document containing all such modifications.

This is a Supplement to the Master Lease identified above between Lessor and Lessee (the "Master Lease"). Upon the execution and delivery by Lessor and Lessee of this Supplement, Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the equipment described below upon the terms and conditions of this Supplement and the Master Lease. All terms and conditions of the Master Lease shall remain in full force and effect except to the extent modified by this Supplement. This Supplement and the Master Lease as it relates to this Supplement are hereinafter referred to as the "Lease".

Equipment Description:
The Equipment described on Schedule A attached hereto and made a part hereof
After Lessee signs this Lease, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into this Equipment Description.

Equipment Location: 1313 La Concha Lane, Houston, TX 77054

SUMMARY OF PAYMENT TERMS	
Initial Term (Months): 60	Total Cost: $108,892.77
Payment Frequency: Monthly	Total Basic Rent: $123,592.80
Basic Rental Payment: $2,059.88 plus applicable sales and use tax	Interim Rent Daily Rate: .014%
Number of Installments: 60	Cutoff Date: December 16, 2010
Advance Payments: First due on signing this Lease	Security Deposit: N/A

Additional Provisions: Total Finance Charges: $14,700.03

End of Term Agreement:

1. In addition to paying the Total Basic Rent when and as due under the Lease, Lessee agrees to pay Lessor $1.00 on the expiration date of the initial term of the Lease (the "Final Purchase Payment").

2. Upon receipt of the Total Basic Rent and the Final Purchase Payment by Lessor, the Equipment shall be deemed transferred to Lessee at its then location. Upon request by Lessee, Lessor will deliver a bill of sale transferring the Equipment to Lessee. Lessor hereby warrants that at the time of transfer the Equipment will be free of all security interests and other liens created by Lessor or in favor of persons claiming through Lessor. LESSOR MAKES NO OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT.

THIS AGREEMENT INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

Lessor: Wells Fargo Equipment Finance, Inc.

Kathleen Hatcher
By

VP
Title

December 31, 2010
Rent Commencement Date

U.S. Renal Care Home Therapies, LLC,
Lessee

By: James D. Shelton, Manager

SUPSALE CANNC01 10302010 1338 288280-400 301263 NN511

3. Failure to pay the Final Purchase Payment when due shall constitute an "Event of Default" under the Lease.

4. Lessee agrees to pay all sales and use taxes arising on account of the sale of the Equipment to Lessee.

Lessor makes no representation with respect to the income tax consequences of the transaction evidenced by this Lease. Lessor will treat the lease as a sale regardless of how the Lease is treated by Lessee.

Modification to Master Lease: To be consistent with this Supplement the Master Lease is amended as follows:

1. The second paragraph of paragraph 2 (relating to automatic extension) is hereby deleted.

2. The third sentence of paragraph 12 covering casualty to the Equipment is amended to read as follows:

   In the event any item of Equipment shall become lost, stolen, destroyed, damaged beyond repair, or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment, Lessee shall promptly pay Lessor an amount equal to Lessor's Loss as defined in paragraph 18 with respect to such item at the time of payment based on the proportion that the original cost of such item bears to the Total Cost of all items of Equipment.

3. The sixth sentence of paragraph 12 is amended to read "Any insurance or condemnation proceeds received shall be credited to Lessee's obligation under this paragraph and Lessee shall be entitled to any surplus."

4. Paragraph 14 and 23 are deleted in their entirety.

5. The third sentence of paragraph 18(c) is amended to read "Lessee shall be entitled to any surplus and shall remain liable for any deficiency."

6. Clause (a) of the first sentence of paragraph 13 is amended to read as follows: "(a) comprehensive general liability insurance insuring against liability for bodily injury and property damage with a minimum limit of $2,000,000.00 combined single limit per occurrence and".

Ver. 1109

Wells Fargo Equipment Finance, Inc.
733 Marquette Avenue
Suite 700
Minneapolis, MN 55402

Schedule A

Contract No.288280-400 dated as of November 2, 2010

Lessee: US Renal Care Home Therapies, LLC

Equipment Description: Dialysis, Computer and Computer Software systems equipment
together with all options, attachments and accessories as more fully described on the following Vendor Invoices

Asset ID	Description	Date	Asset Class ID	Vendor ID	Check #	Invoice #
10260	Red Pull Tight Lock	12/15/09	EQUIPMENT	METRO MEDICAL	7616 (22.00) 7946 (881.20) 8189 (261.68)	708146-00 708653-01 773474-01
10259	EPROM for upgrade to CRRT	12/15/09	EQUIPMENT	FRESENIUS USA	7779	94485260
10262	18 X 72 Adj. Shelf	01/08/10	EQUIPMENT	INTERMETRO	7800	10279213
10264	2008 K Dialysis, Machine	02/10/10	EQUIPMENT	FRESENIUS USA	7958	94583144
10266	Mancor F801 RO System	03/16/10	EQUIPMENT	MAR COR	7942	0000159306
10297	90XL Meter Kit-CT	05/25/10	EQUIPMENT	MESA LABS	8247	0383636-IN

Equipment Originally located at: 1313 La Concha Lane
Houston, TX 77054

Dated: November 2, 2010

Lessee: US Renal Care Home Therapies, LLC

By: James D. Shelton, Manager

Page 1 of 1

ATTACHMENT 40

FINANCIAL VIABILITY WAIVER

The applicant is not required to submit financial viability ratios because all project capital expenditures are completely funded through internal resources.

2114828-2

ATTACHMENT 41

VIABILITY

The applicant is not required to submit financial viability ratios because all project capital expenditures are completely funded through internal resources as indicated in Attachment 40.

ATTACHMENT 42

REASONABLENESS OF PROJECT AND RELATED COSTS

A. Reasonableness of Financing Arrangements

See Attached Certifications

B. Conditions of Debt Financing

See Attached Certifications

C. Reasonableness of Project Costs

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	Cost/Square Foot Mod.	Gross Sq. Ft. New	Gross Sq. Ft. Circ.*	Gross Sq. Ft. Mod.	Gross Sq. Ft. Circ.*	Const. $ (A x C)	Mod. $ (B x E)	
ESRD		$150			6,612				$991,800
Contingency									
TOTALS		$150			6,612				$991,800
* Include the percentage (%) of space for circulation									

D. Projected Operating Costs

Projected Operating Costs	Total Cost	Treatments	Cost/Trmt
Labor	$776,507	9,108	$85.26
Medical supplies	$191,879	9,108	$21.07
Medications	$416,798	9,108	$45.76
Medical Director fees	$50,000	9,108	$5.49
Rent	$125,628	9,108	$13.79
Management Fee	$256,418	9,108	$28.15
Other	$268,087	9,108	$29.43
Total Projected Operating Costs*	$2,085,318	9,108	$228.95

E. Total Effect of the Project on Capital Costs

	Total Cost	Treatments	Cost/Trmt
Total Effect of the Project on Capital Cost	$400,652	9,108	$43.99

2114828-2

ATTACHMENT 42

REASONABLENESS OF PROJECT AND RELATED COSTS

77 Ill. Admin. Code § 1120.140 Reasonableness of Financing Arrangements

USRC Villa Park, LLC

In accordance with 77 Ill. Admin. Code § 1120.140, I attest 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.

By: _____

Its: Manager

Notarization:

Subscribed and sworn to me this 28th day of Feb, 2012

_____
Signature of Notary

LISA L. STEWART NOTARY PUBLIC STATE OF TEXAS EXPIRES 2-27-2016

By: _____

Its: Manager

Notarization:

Subscribed and sworn to me this 28th day of Feb, 2012

_____
Signature of Notary

LISA L. STEWART NOTARY PUBLIC STATE OF TEXAS EXPIRES 2-27-2016

2114828-1

ATTACHMENT 42

REASONABLENESS OF PROJECT AND RELATED COSTS

77 Ill. Admin. Code § 1120.140 Conditions of Debt Financing

USRC Villa Park, LLC

In accordance with 77 Ill. Admin. Code § 1120.140, I attest that the conditions of debt financing are reasonable in that entering into a lease (borrowing) is less costly than the liquidation of existing investments which would be required for the applicant to construct a dialysis facility. 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: _____

Its: Manager

Notarization:

Subscribed and sworn to me this 28th day of Feb, 2012

Lisa Stewart

Signature of Notary

LISA L. STEWART NOTARY PUBLIC STATE OF TEXAS EXPIRES 2-27-2016

By: _____

Its: Manager

Notarization:

Subscribed and sworn to me this 28th day of Feb 2012

Lisa Stewart

Signature of Notary

LISA L. STEWART NOTARY PUBLIC STATE OF TEXAS EXPIRES 2-27-2016

2114828-1

ATTACHMENT 42

REASONABLENESS OF PROJECT AND RELATED COSTS

77 Ill. Admin. Code § 1120.140 Reasonableness of Financing Arrangements

USRC Alliance, LLC

In accordance with 77 Ill. Admin. Code § 1120.140, I attest 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.

By: _____

Its: Manager

Notarization:

Subscribed and sworn to me this 28th day of Feb, 2012

_____
Signature of Notary

By: _____

Its: Manager

Notarization:

Subscribed and sworn to me this 28th day of Feb, 2012

_____
Signature of Notary

2114828-1

ATTACHMENT 42

REASONABLENESS OF PROJECT AND RELATED COSTS

77 Ill. Admin. Code § 1120.140 Conditions of Debt Financing

USRC Alliance, LLC

In accordance with 77 Ill. Admin. Code § 1120.140, I attest that the conditions of debt financing are reasonable in that entering into a lease (borrowing) is less costly than the liquidation of existing investments which would be required for the applicant to construct a dialysis facility. 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: _____

Its: Manager

Notarization:

Subscribed and sworn to me this 28th day of Feb, 2012

Lisa Stewart

Signature of Notary

LISA L. STEWART NOTARY PUBLIC STATE OF TEXAS EXPIRES 2-27-2016

By: _____

Its: Manager

Notarization:

Subscribed and sworn to me this 28th day of Feb, 2012

Lisa Stewart

Signature of Notary

LISA L. STEWART NOTARY PUBLIC STATE OF TEXAS EXPIRES 2-27-2016

2114828-1

ATTACHMENT 42

REASONABLENESS OF PROJECT AND RELATED COSTS

77 Ill. Admin. Code § 1120.140 Reasonableness of Financing Arrangements

U.S. Renal Care, Inc.

In accordance with 77 Ill. Admin. Code § 1120.140, I attest 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.

By: _____

Its: Senior Vice President

Notarization:

Subscribed and sworn to me this 28th day of Feb, 2012

Lisa Stewart

Signature of Notary

LISA L. STEWART NOTARY PUBLIC STATE OF TEXAS EXPIRES 2-27-2016

By: _____

Its: Executive Vice President

Notarization:

Subscribed and sworn to me this 28th day of Feb, 2012

Lisa Stewart

Signature of Notary

LISA L. STEWART NOTARY PUBLIC STATE OF TEXAS EXPIRES 2-27-2016

2114828-1

ATTACHMENT 42

REASONABLENESS OF PROJECT AND RELATED COSTS

77 Ill. Admin. Code § 1120.140 Conditions of Debt Financing

U.S. Renal Care, Inc.

In accordance with 77 Ill. Admin. Code § 1120.140, I attest that the conditions of debt financing are reasonable in that entering into a lease (borrowing) is less costly than the liquidation of existing investments which would be required for the applicant to construct a dialysis facility. 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: _____

Its: Senior Vice President

Notarization:

Subscribed and sworn to me this 28th day of Feb, 2012

Signature of Notary

LISA L. STEWART NOTARY PUBLIC STATE OF TEXAS EXPIRES 2-27-2016

By: _____

Its: Executive Vice President

Notarization:

Subscribed and sworn to me this 28th day of Feb, 2012

Signature of Notary

LISA L. STEWART NOTARY PUBLIC STATE OF TEXAS EXPIRES 2-27-2016

2114828-1

ATTACHMENT 43

SAFETY NET IMPACT

This project will result in a positive impact on the ability of other providers and health care systems to cross-subsidize safety net services. The capacity of hospitals and health systems to provide safety net and charity care services is impacted by their efficiency in discharging inpatients and transitioning their care from an inpatient setting to an outpatient setting. As the availability of outpatient dialysis services becomes more scarce, hospitals are sometimes forced to delay patient discharges while attempting to procure necessary dialysis services in the community. This delayed discharge and resulting increase in length of stay may unnecessarily consume hospital resources that could otherwise be directed to a patient in need of such resources. As the proposed project seeks to make additional outpatient dialysis services available it will help facilitate more timely hospital discharges and will result in greater opportunities for hospitals to provide additional safety net and charity care services.

With respect to the provision of dialysis services for Charity Care and Medicaid purposes, the Applicants do not operate facilities within Illinois and, as such, have provided Charity Care and Medicaid information at the corporate level for U.S. Renal Care Inc. As such information is most accurately reported at the treatment level, due to the fact that patients receive multiple dialysis treatments which may qualify them as one or more patient types depending on their status at the time of treatment, this information is reported at the treatment level.

CHARITY CARE				
Charity (# of treatments)	2008	2009	2010	2011
Inpatient	N/A	N/A	N/A	N/A
Outpatient	1,075	1,056	1,922	2,305
Total	1,075	1,056	1,922	2,305
Charity (cost in dollars)				
Inpatient	N/A	N/A	N/A	N/A
Outpatient	$280,941	$281,536	$521,535	$595,473
Total	$280,941	$281,536	$521,535	$595,473

MEDICAID				
Medicaid (# of treatments)	2008	2009	2010	2011
Inpatient	N/A	N/A	N/A	N/A
Outpatient	14,761	17,967	29,744	40,586
Total	14,761	17,967	29,744	40,586
Medicaid (revenue)				
Inpatient	N/A	N/A	N/A	N/A
Outpatient	$3,221,097	$3,956,318	$6,740,875	$9,382,740
Total	$3,221,097	$3,956,318	$6,740,875	$9,382,740

APPENDIX 1
PATIENT REFERRAL LETTERS

February 29, 2012

VIA FEDERAL EXPRESS

Mr. Dale Galassie
Illinois Health Facilities & Services Review Board
525 W. Jefferson St., 2nd Floor
Springfield, IL 62761

Dear Mr. Galassie:

My colleague Dr. Martin Kittaka and I are practicing nephrologists at the Elmhurst Clinic. We are writing in support of the certificate of need application for the proposed U.S. Renal Care Villa Park Dialysis facility.

We treat patients receiving dialysis at the Fresenius Medical Care Villa Park facility and make referrals to the same facility. As part of a larger multi-specialty practice, we provide our care in a coordinated and cooperative fashion, where patients are seen by either Dr. Kittaka or myself and are not directly attributable to one physician. As a result, in the Appendices to this letter we present such data in aggregate. Based on our records, in the past three years, we treated 62 patients at the end of 2009, 59 patients at the end of 2010 and 53 patients at the end of 2011, as reported to the Renal Network. The most recently completed quarter is fourth quarter 2011 and thus corresponds with the 2011 data. Included as Appendix A is the patient count organized by year and patient zip code for the years 2009, 2010 and 2011. We anticipate that 10% of our existing hemodialysis patients are not expected to continue requiring in-center hemodialysis services within 1 year due to a change in health status.

With respect to new patients referred for dialysis, in the year 2011 we referred 35 patients for hemodialysis to the Fresenius Medical Care Villa Park facility. Included as Appendix B is a patient count by zip code of newly referred patients.

Based upon a review of our 509 Pre-ESRD patients that currently are in Chronic Kidney Disease (CKD) Stage 3, 4, and 5, we anticipate referring 23.5% of those patients, or 120 patients, for dialysis within 1 to 3 years as demonstrated in Appendix C. Of those patients, we anticipate referring approximately 40 patients annually, or 120 ESRD patients in total, to the proposed U.S. Renal Care Villa Park Dialysis for dialysis within 2 years after project completion.

We respectfully ask the Board to approve the U.S. Renal Care Villa Park Dialysis CON application to provide in center hemodialysis services for this growing ESRD population in DuPage county. Thank you for your consideration.

We attest to the fact that to the best of our knowledge, all the information contained in this letter is true and correct and that the projected referrals in this document were not used to support any other CON application.

Respectfully,

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: Martin Kittaka

Title: M.D.

SUBSCRIBED and SWORN TO before me
this 5th day of March, 2012

_____
Notary Public

APPENDIX A – ESRD PATIENTS BY PATIENT ZIP CODE 2009-2011

ZIP CODE	2009	2010	2011
60005	1	1	0
60070	0	0	1
60101	9	11	8
60104	1	1	1
60106	5	4	5
60108	1	1	1
60126	9	10	8
60131	1	1	2
60137	4	2	3
60139	1	1	0
60143	2	2	2
60148	5	7	5
60153	3	2	2
60155	2	1	1
60160	3	2	2
60163	1	2	2
60164	3	2	3
60181	2	3	2
60187	1	0	1
60191	1	1	1
60523	1	1	1
60141	1	1	0
60445	2	1	1
60515	2	1	1
85375	1	1	0
TOTAL	62	59	53

APPENDIX B – 2011 IN CENTER HEMODIALYSIS REFERRALS BY PATIENT ZIP CODE

ZIP CODE	2011
60070	1
60101	4
60104	2
60106	1
60108	1
60126	6
60130	1
60131	0
60137	3
60148	3
60153	2
60155	1
60163	1
60164	1
60181	4
60189	1
60523	1
60526	1
60563	1
TOTAL	35

APPENDIX C – ANTICIPATED REFERRALS IN THE ONE TO THREE YEARS

We anticipate a total of 120 patient referrals to ESRD over the next 1 to 3 years. Two thirds of these patients, or approximately 40 patients annually, will be referred to the U.S. Renal Care Villa Park Dialysis facility in the two years following project completion.

ZIP CODE	ESRD REFERRALS
60005	1
60007	1
60008	1
60053	1
60070	1
60101	11
60104	2
60106	5
60108	2
60126	17
60131	3
60137	2
60139	1
60143	1
60148	12
60153	3
60154	1
60155	1
60156	1
60160	3
60162	1
60163	3
60164	9
60165	1
60171	1
60172	1
60176	1
60181	9
60187	1
60188	1
60189	1
60191	3
60302	1
60304	1
60440	1
60504	1

60515	1
60521	1
60523	1
60525	1
60526	1
60532	1
60542	1
60544	1
60644	1
60651	1
60653	1
60707	1
60954	1
61920	1
TOTAL	120

APPENDIX 2
MAPQUEST MAPS OF FACILITIES

mapquest

Trip to:

1213 Butterfield Rd
Downers Grove, IL 60515-1032
7.73 miles / 13 minutes
Notes

USRC Oak Brook Dialysis

To investors who want to retire comfortably.

If you have a $500,000 portfolio, download the guide written by *Forbes* columnist and money manager Ken Fisher's firm. It's called **"The 15-Minute Retirement Plan."** Even if you have something else in place right now, it *still* makes sense to request your guide!

Click Here to Download Your Guide!

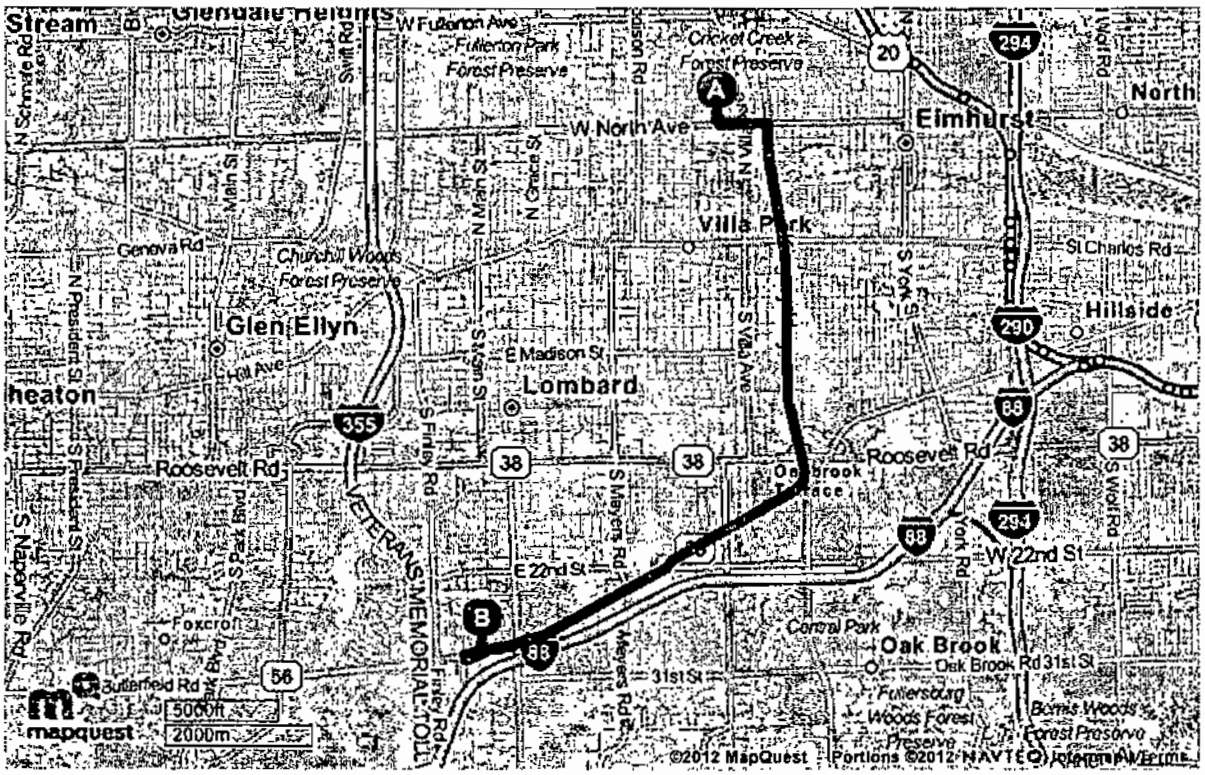
FISHER INVESTMENTS

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going **west on E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
EAST 64	2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map *If you reach Chatham Ave you've gone about 0.1 miles too far*	**0.4 Mi** *0.4 Mi Total*
SOUTH 83	3. Take the 2nd **right** onto **IL-83 S / Kingery Hwy**. Continue to follow **IL-83 S**. Map *IL-83 S is 0.1 miles past N Villa Ave* *If you reach N River Glen Ave you've gone about 0.1 miles too far*	**3.3 Mi** *3.7 Mi Total*
WEST 56	4. Merge onto **Butterfield Rd / IL-56 W**. Map	**1.6 Mi** *5.4 Mi Total*
WEST 56	5. Turn **right** to stay on **Butterfield Rd / IL-56 W**. Map *Butterfield Rd is 0.1 miles past Renaissance Blvd* *If you reach the end of Camden Ct you've gone a little too far*	**2.1 Mi** *7.5 Mi Total*
	6. Turn **left** onto **Downers Dr**. Map *Downers Dr is 0.9 miles past S Fairfield Ave* *Portillo's Hot Dogs in Finley Square is on the corner* *If you reach Finley Rd you've gone about 0.2 miles too far*	**0.06 Mi** *7.5 Mi Total*
	7. Turn **left** onto **Butterfield Rd**. Map *Church of Jesus Christ of Lds in Woodland Corporate Ctr is on the corner* *If you reach I-88 W you've gone about 0.3 miles too far*	**0.2 Mi** *7.7 Mi Total*
	8. **1213 BUTTERFIELD RD** is on the **right**. Map *If you reach Highland Ave you've gone about 0.3 miles too far*	

1213 Butterfield Rd, Downers Grove, IL 60515-1032

Total Travel Estimate: **7.73 miles - about 13 minutes**



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Patch DEALS $15 for $30 in New & Used Sporting Goods on Downers Grove Patch Get the Deal!

mapquest

Trip to:

3825 Highland Ave
Downers Grove, IL 60515-1552
8.15 miles / 14 minutes

Notes

FMC - Downers Grove Dialysis Center

To investors who want to retire comfortably.

If you have a $500,000 portfolio, download the guide written by *Forbes* columnist and money manager Ken Fisher's firm. It's called "**The 15-Minute Retirement Plan.**" Even if you have something else in place right now, it *still* makes sense to request your guide!

Click Here to Download Your Guide!

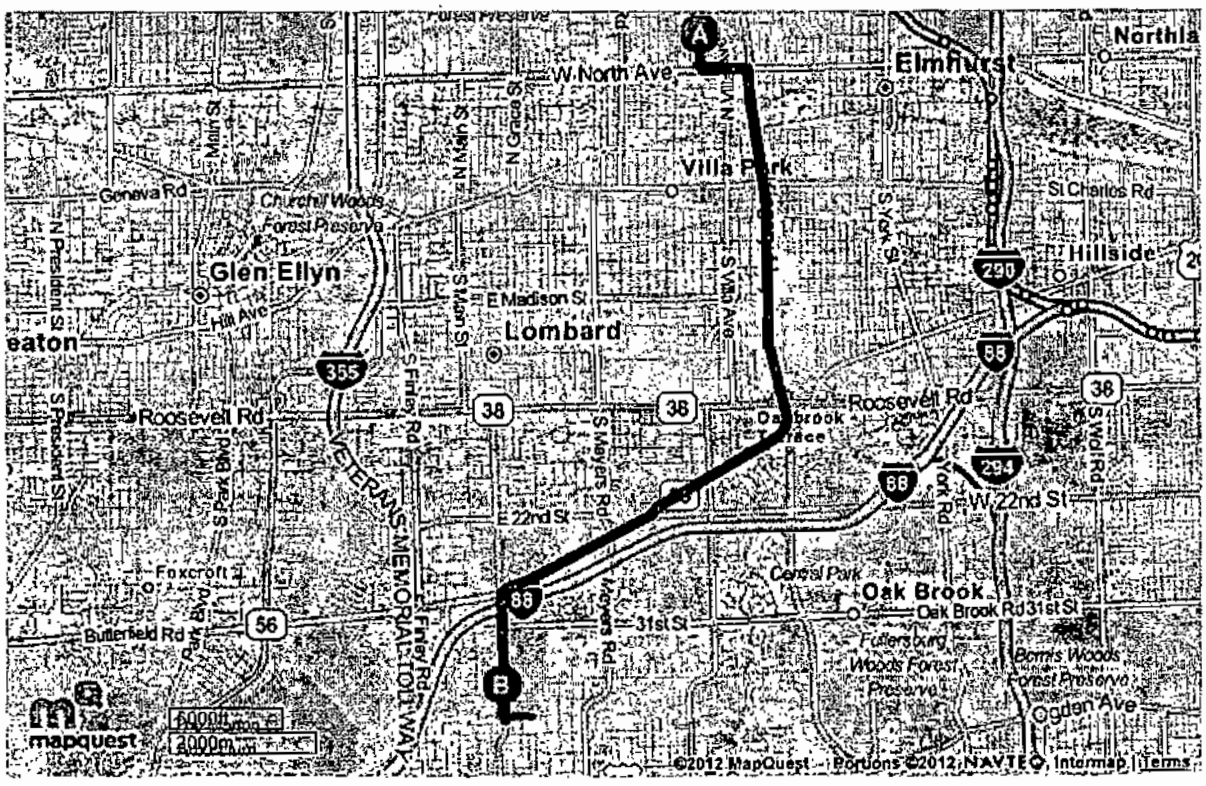
FISHER INVESTMENTS

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
	2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map *If you reach Chatham Ave you've gone about 0.1 miles too far*	**0.4 Mi** *0.4 Mi Total*
	3. Take the 2nd **right** onto **IL-83 S / Kingery Hwy**. Continue to follow **IL-83 S**. Map *IL-83 S is 0.1 miles past N Villa Ave* *If you reach N River Glen Ave you've gone about 0.1 miles too far*	**3.3 Mi** *3.7 Mi Total*
	4. Merge onto **Butterfield Rd / IL-56 W**. Map	**1.6 Mi** *5.4 Mi Total*
	5. Turn **right** to stay on **Butterfield Rd / IL-56 W**. Map *Butterfield Rd is 0.1 miles past Renaissance Blvd* *If you reach the end of Camden Ct you've gone a little too far*	**1.3 Mi** *6.7 Mi Total*
RAMP	6. Take the **Highland Ave** ramp. Map	**0.2 Mi** *6.9 Mi Total*
	7. Keep **left** at the fork in the ramp. Map	**0.06 Mi** *7.0 Mi Total*
	8. Merge onto **Highland Ave**. Map	**1.2 Mi** *8.1 Mi Total*
	9. **3825 HIGHLAND AVE** is on the left. Map *Your destination is just past Black Oak Dr* *If you reach 39th St you've gone about 0.1 miles too far*	

3825 Highland Ave, Downers Grove, IL 60515-1552

Total Travel Estimate: **8.15 miles - about 14 minutes**



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Patch DEALS $15 for $30 in New & Used Sporting Goods on Downers Grove Patch **Get the Deal!**

mapquest

Trip to:

6300 Kingery Hwy
Willowbrook, IL 60527-2248
9.72 miles / 13 minutes

Notes

FMC Dialysis Services of Willowbrook

To investors who want to retire comfortably.

If you have a $500,000 portfolio, download the guide written by *Forbes* columnist and money manager Ken Fisher's firm. It's called **"The 15-Minute Retirement Plan."** Even if you have something else in place right now, it *still* makes sense to request your guide!

Click Here to Download Your Guide!

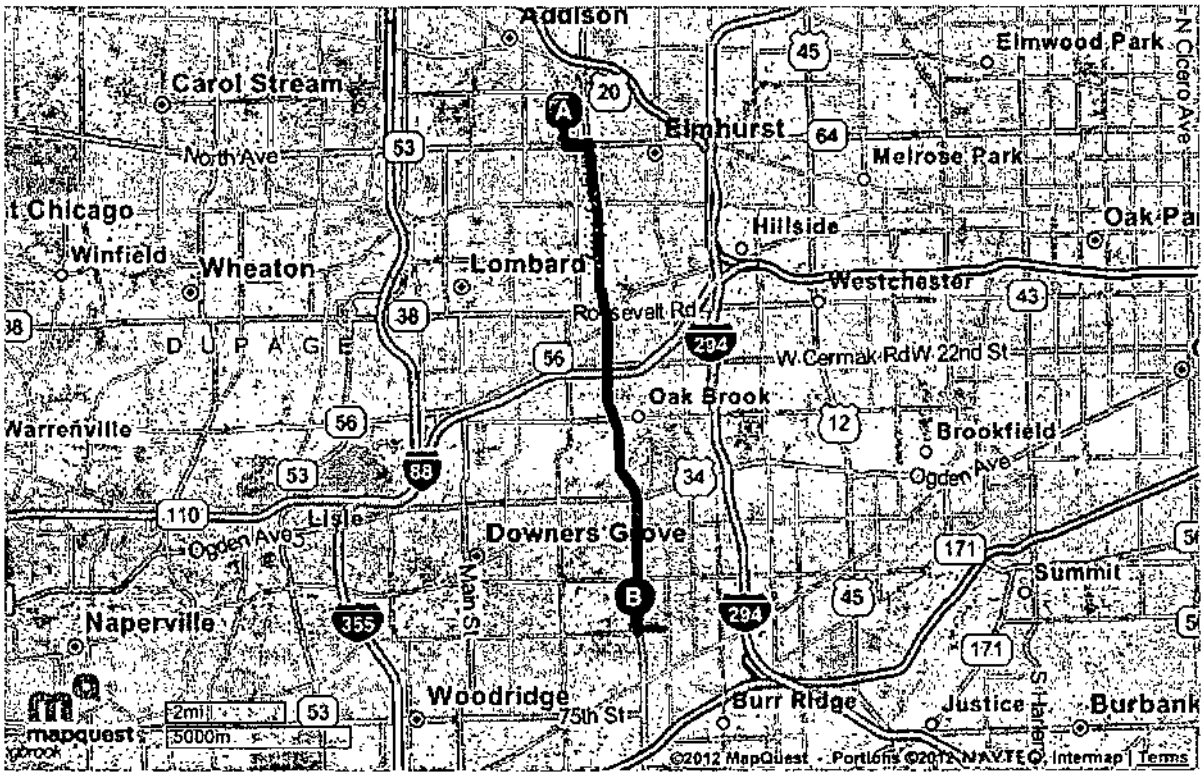
FISHER INVESTMENTS

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
	2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map *If you reach Chatham Ave you've gone about 0.1 miles too far*	**0.4 Mi** *0.4 Mi Total*
	3. Take the 2nd **right** onto **IL-83 S / Kingery Hwy**. Continue to follow **IL-83 S**. Map *IL-83 S is 0.1 miles past N Villa Ave* *If you reach N River Glen Ave you've gone about 0.1 miles too far*	**9.3 Mi** *9.7 Mi Total*
	4. **6300 KINGERY HWY**. Map *Your destination is 0.3 miles past Knoll Wood Rd* *If you reach Americana Dr you've gone about 0.1 miles too far*	

6300 Kingery Hwy, Willowbrook, IL 60527-2248

Total Travel Estimate: **9.72 miles - about 13 minutes**



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Patch DEALS $15 for $30 in New & Used Sporting Goods on Burr Ridge Patch Get the Deal!

mapquest

Trip to:

2400 Wolf Rd
Westchester, IL 60154-5625
7.76 miles / 13 minutes

Notes

FMC - Westchester

To investors who want to retire comfortably.

If you have a $500,000 portfolio, download the guide written by *Forbes* columnist and money manager Ken Fisher's firm. It's called **"The 15-Minute Retirement Plan."** Even if you have something else in place right now, it *still* makes sense to request your guide!

Click Here to Download Your Guide!

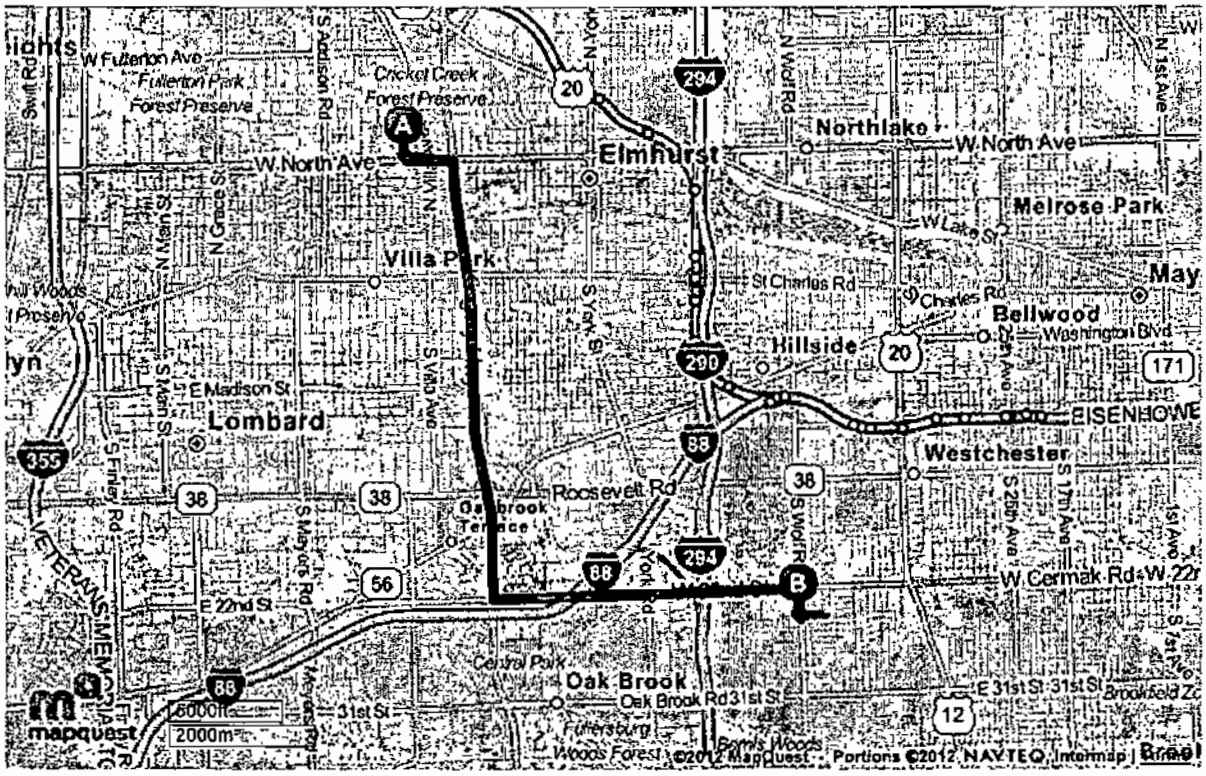
FISHER INVESTMENTS

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
EAST 64	2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map *If you reach Chatham Ave you've gone about 0.1 miles too far*	**0.4 Mi** *0.4 Mi Total*
SOUTH 83	3. Take the 2nd **right** onto **IL-83 S / Kingery Hwy**. Continue to follow **IL-83 S**. Map *IL-83 S is 0.1 miles past N Villa Ave* *If you reach N River Glen Ave you've gone about 0.1 miles too far*	**4.1 Mi** *4.6 Mi Total*
	4. Turn **left** onto **W 22nd St**. Map *W 22nd St is 0.2 miles past Hodges Rd*	**2.9 Mi** *7.5 Mi Total*
	5. Turn **right** onto **Wolf Rd / S Wolf Rd**. Continue to follow **Wolf Rd**. Map *Arby's is on the corner* *If you are on Cermak Rd and reach Mandel Ave you've gone a little too far*	**0.3 Mi** *7.8 Mi Total*
	6. **2400 WOLF RD** is on the **right**. Map *Your destination is 0.1 miles past Westbrook Corporate Ctr* *If you reach Windsor Dr you've gone a little too far*	

2400 Wolf Rd, Westchester, IL 60154-5625

Total Travel Estimate: **7.76 miles - about 13 minutes**



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Patch DEALS

$15 for $30 in New & Used Sporting Goods on La Grange Patch

Get the Deal!

mapquest

Trip to:

1859 N Neltnor Blvd
West Chicago, IL 60185-5900
12.35 miles / 19 minutes
Notes

200 E North Ave, Villa Park, IL 60181-1221

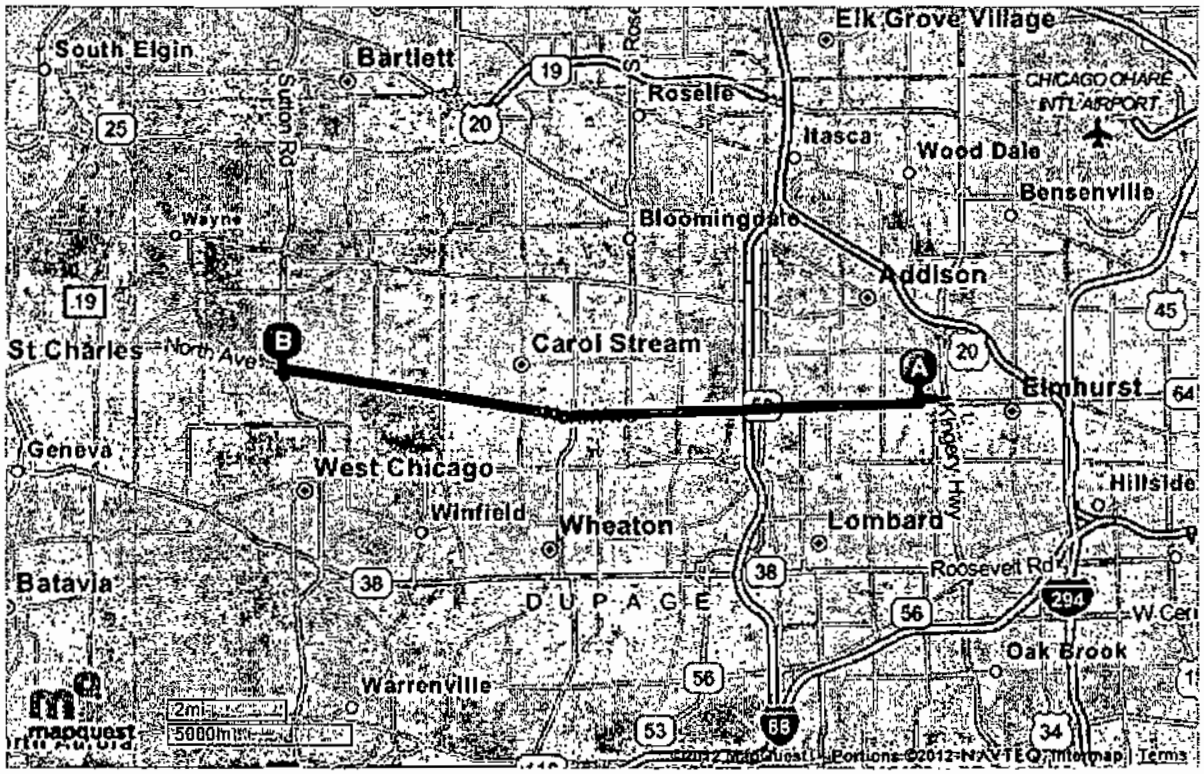
1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map — **12.2 Mi**
12.2 Mi Total

2. Turn **left** onto **IL-59 / N Neltnor Blvd**. Map — **0.2 Mi**
IL-59 is 0.7 miles past Frontage Rd
If you reach Franciscan Way you've gone a little too far
12.3 Mi Total

3. **1859 N NELTNOR BLVD**. Map
If you reach Heritage Woods Dr you've gone about 0 1 miles too far

1859 N Neltnor Blvd, West Chicago, IL 60185-5900

Total Travel Estimate: **12.35 miles - about 19 minutes**



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Patch DEALS $30 for a $60 1-Hour Holistic Massage on Wheaton Patch **Get the Deal!**

mapquest

Trip to:

1300 S Oak St
West Chicago, IL 60185-3944
14.35 miles / 24 minutes

Notes

FMC - Central DuPage

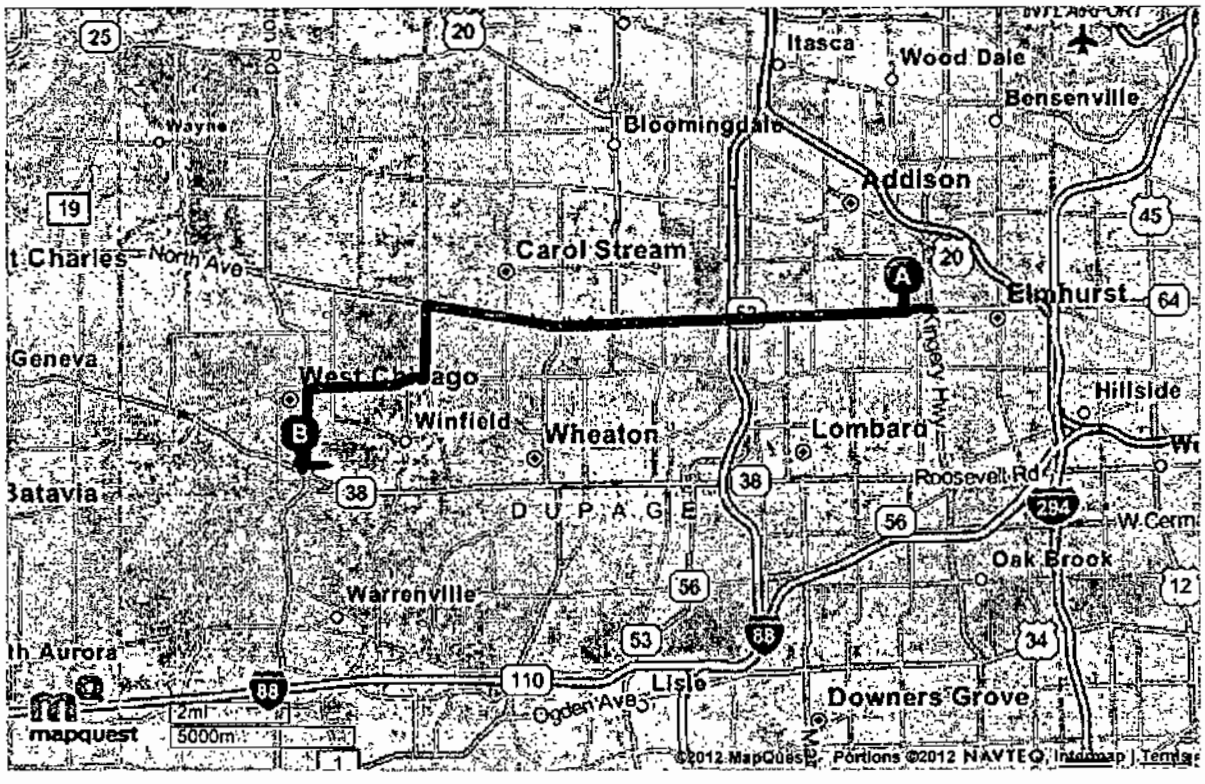
What is your 2012 Credit Score?
Excellent 750 - 840
Good 660 - 749
Fair 620 - 659
Poor 340 - 619
I Don't Know ????
Find Out INSTANTLY!
FreeScore.com

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going west on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**9.1 Mi** *9.1 Mi Total*
	2. Turn **slight left**. Map *0.1 miles past Ethel St* *Gurdeep & Sons Inc is on the corner*	**0.08 Mi** *9.2 Mi Total*
	3. Turn **left** onto **County Farm Rd**. Map	**1.4 Mi** *10.5 Mi Total*
	4. Turn **right** onto **Geneva Rd**. Map *Geneva Rd is 0.2 miles past Chestnut Ln* *Chinese Ho Carryout is on the corner* *If you reach Winfield Scott Dr you've gone about 0.2 miles too far*	**1.9 Mi** *12.4 Mi Total*
	5. **Geneva Rd** becomes **E Washington St**. Map	**0.4 Mi** *12.8 Mi Total*
59	6. Turn **left** onto **S Neltnor Blvd / IL-59**. Map *S Neltnor Blvd is just past Easton Ave* *If you reach N Oak St you've gone a little too far*	**1.3 Mi** *14.1 Mi Total*
	7. Turn **right** onto **Augusta Ave**. Map *Augusta Ave is just past Dale Ave* *If you reach Dayton Ave you've gone about 0.1 miles too far*	**0.06 Mi** *14.2 Mi Total*
	8. Take the **1st left** onto **S Oak St**. Map *If you reach Gates St you've gone a little too far*	**0.2 Mi** *14.3 Mi Total*
	9. **1300 S OAK ST** is on the **right**. Map *Your destination is just past Dayton Ave* *If you reach E Roosevelt Rd you've gone a little too far*	

1300 S Oak St, West Chicago, IL 60185-3944

Total Travel Estimate: **14.35 miles - about 24 minutes**



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Patch DEALS $30 for a $60 1-Hour Holistic Massage on Wheaton Patch Get the Deal!

mapquest

Trip to:

149 E Irving Park Rd
Streamwood, IL 60107-2950
16.55 miles / 26 minutes
Notes

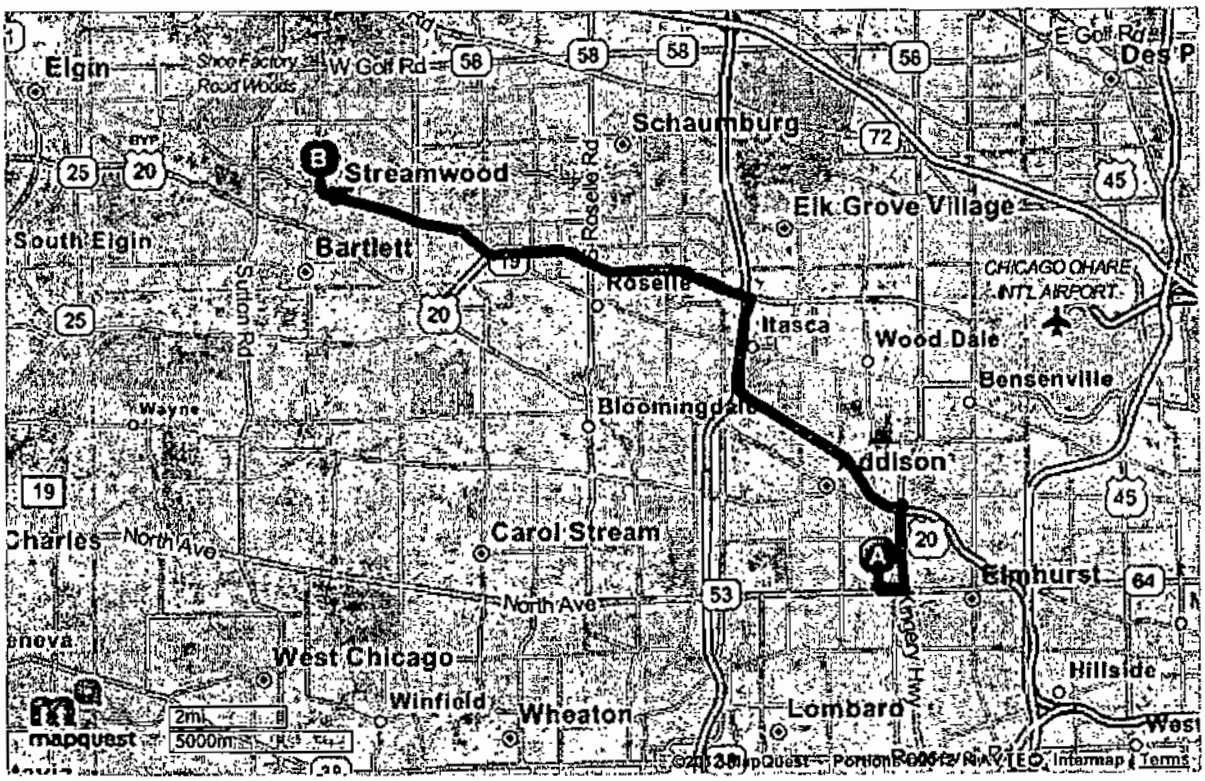
What is your 2012 Credit Score?
Excellent 750 - 840
Good 660 - 749
Fair 620 - 659
Poor 340 - 619
I Don't Know ????
Find Out INSTANTLY!
FreeScore.com

200 E North Ave, Villa Park, IL 60181-1221

1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map *If you reach Chatham Ave you've gone about 0.1 miles too far*	**0.5 Mi** *0.5 Mi Total*
3. Turn **left** onto **IL-83 N / Kingery Hwy**. Continue to follow **IL-83 N**. Map *IL-83 N is 0.2 miles past Villa Ave* *If you reach N River Glen Ave you've gone a little too far*	**0.8 Mi** *1.3 Mi Total*
4. Take the **I-290 / US-20 / Lake St** ramp toward **Chicago / Rockford / Grand Ave**. Map	**0.2 Mi** *1.4 Mi Total*
5. Keep **left** at the fork in the ramp. Map	**0.3 Mi** *1.8 Mi Total*
6. Keep **left** at the fork in the ramp. Map	**0.3 Mi** *2.0 Mi Total*
7. Merge onto **I-290 W** toward **Rockford**. Map	**5.5 Mi** *7.5 Mi Total*
8. Take the **Thorndale Ave** exit, **EXIT 5**. Map	**0.4 Mi** *7.9 Mi Total*
9. Turn **left** onto **Thorndale Ave**. Map	**0.6 Mi** *8.5 Mi Total*
10. Stay **straight** to go onto **Elgin Ohare Expy W**. Map	**4.2 Mi** *12.8 Mi Total*
11. Take the **Irving Park Rd / IL-19** exit toward **Springinsguth Rd**. Map	**0.4 Mi** *13.1 Mi Total*
12. Turn **right** onto **W Irving Park Rd / IL-19**. Map *If you reach S Springinsguth Rd you've gone about 0.1 miles too far*	**3.4 Mi** *16.5 Mi Total*
13. **149 E IRVING PARK RD** is on the **left**. Map *Your destination is 0.1 miles past S Park Ave* *If you reach S Bartlett Rd you've gone about 0.2 miles too far*	

149 E Irving Park Rd, Streamwood, IL 60107-2950

Total Travel Estimate: **16.55 miles - about 26 minutes**



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Patch DEALS

$20 for $40 Worth of Children's Shoes on Palatine Patch

Get the Deal!

mapquest

Trip to:

1156 S Roselle Rd

Schaumburg, IL 60193-4072

11.92 miles / 18 minutes

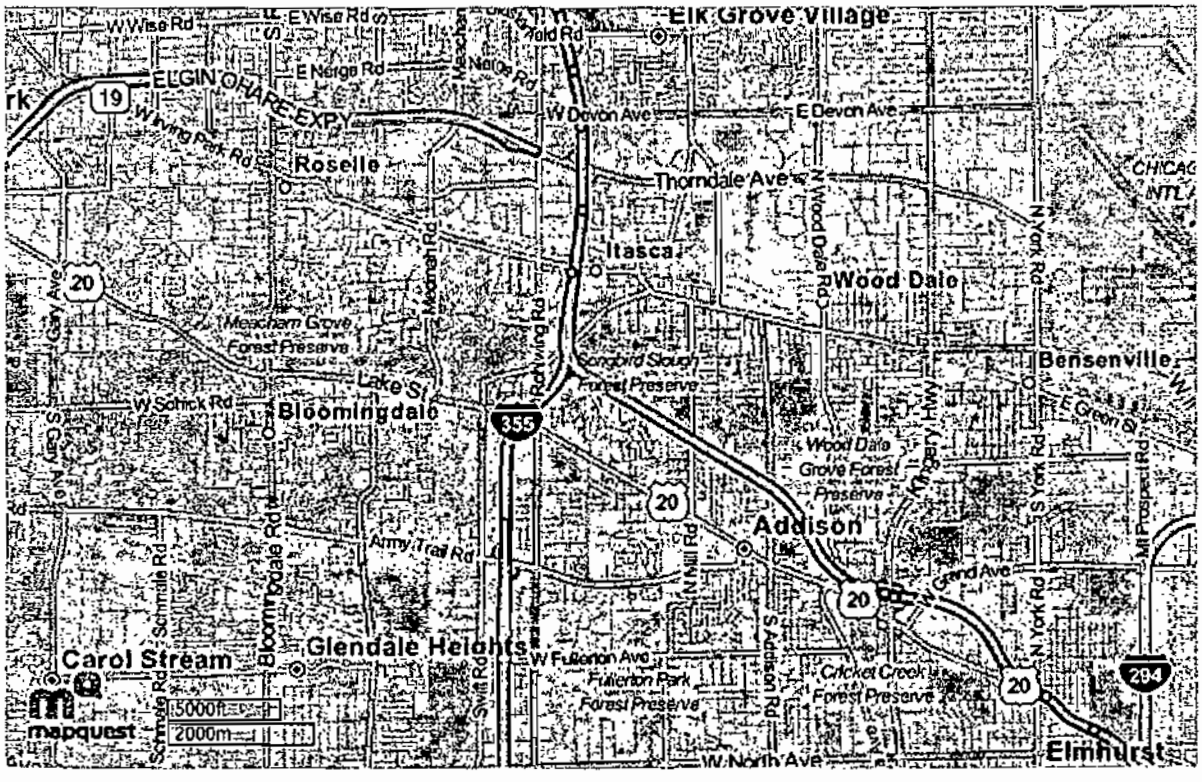
Notes

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
	2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map *If you reach Chatham Ave you've gone about 0.1 miles too far*	**0.5 Mi** *0.5 Mi Total*
	3. Turn **left** onto **IL-83 N / Kingery Hwy**. Continue to follow **IL-83 N**. Map *IL-83 N is 0.2 miles past Villa Ave* *If you reach N River Glen Ave you've gone a little too far*	**0.8 Mi** *1.3 Mi Total*
RAMP	4. Take the **I-290 / US-20 / Lake St** ramp toward **Chicago / Rockford / Grand Ave**. Map	**0.2 Mi** *1.4 Mi Total*
	5. Keep **left** at the fork in the ramp. Map	**0.3 Mi** *1.8 Mi Total*
	6. Keep **left** at the fork in the ramp. Map	**0.3 Mi** *2.0 Mi Total*
	7. Merge onto **I-290 W** toward **Rockford**. Map	**5.5 Mi** *7.5 Mi Total*
5 EXIT	8. Take the **Thorndale Ave** exit, **EXIT 5**. Map	**0.4 Mi** *7.9 Mi Total*
	9. Turn **left** onto **Thorndale Ave**. Map	**0.6 Mi** *8.5 Mi Total*
	10. Stay **straight** to go onto **Elgin Ohare Expy W**. Map	**2.3 Mi** *10.8 Mi Total*
EXIT	11. Take the **Roselle Rd** exit. Map	**0.3 Mi** *11.2 Mi Total*
	12. Turn **right** onto **N Roselle Rd / S Roselle Rd**. Continue to follow **N Roselle Rd**. Map *First Merit Bank is on the corner* *If you reach Elgin Ohare Expy W you've gone about 0.2 miles too far*	**0.8 Mi** *11.9 Mi Total*
	13. **1156 S ROSELLE RD** is on the **left**. Map *Your destination is just past W Wise Rd* *If you reach W Hartford Dr you've gone about 0.1 miles too far*	

1156 S Roselle Rd, Schaumburg, IL 60193-4072

Total Travel Estimate: **11.92 miles - about 18 minutes**



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Patch DEALS $20 for $40 Worth of Children's Shoes on Palatine Patch Get the Deal!

mapquest

Trip to:

3150 W Higgins Rd
Hoffman Estates, IL 60169-7237
18.30 miles / 27 minutes
Notes

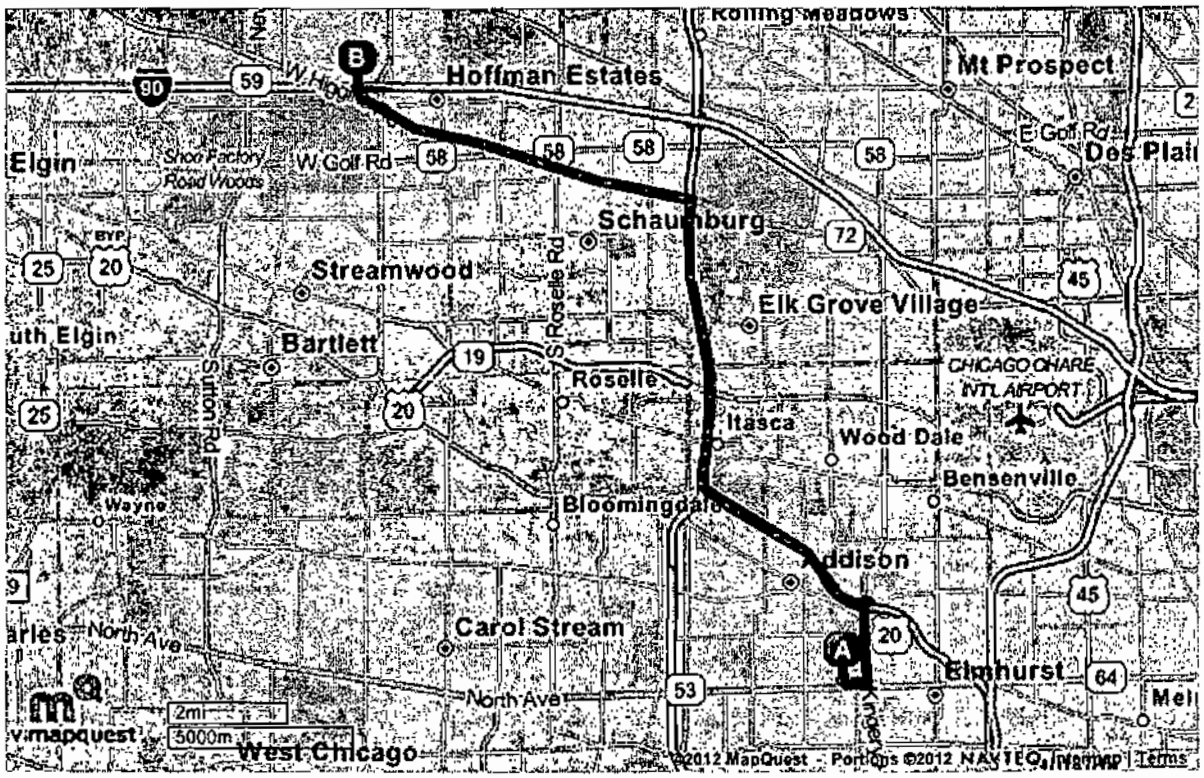
What is your 2012 Credit Score?
Excellent 750 - 840
Good 660 - 749
Fair 620 - 659
Poor 340 - 619
I Don't Know ????
Find Out INSTANTLY!
FreeScore.com

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
EAST 64	2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map *If you reach Chatham Ave you've gone about 0.1 miles too far*	**0.5 Mi** *0.5 Mi Total*
NORTH 83	3. Turn **left** onto **IL-83 N / Kingery Hwy**. Continue to follow **IL-83 N**. Map *IL-83 N is 0.2 miles past Villa Ave* *If you reach N River Glen Ave you've gone a little too far*	**0.8 Mi** *1.3 Mi Total*
RAMP	4. Take the **I-290 / US-20 / Lake St** ramp toward **Chicago / Rockford / Grand Ave.** Map	**0.2 Mi** *1.4 Mi Total*
	5. Keep **left** at the fork in the ramp. Map	**0.3 Mi** *1.8 Mi Total*
	6. Keep **left** at the fork in the ramp. Map	**0.3 Mi** *2.0 Mi Total*
290	7. Merge onto **I-290 W** toward **Rockford**. Map	**9.1 Mi** *11.1 Mi Total*
1B EXIT	8. Take the **Higgins Rd / IL-72** exit, **EXIT 1B**, toward **IL-58 / Golf Rd / Woodfield Rd**. Map	**0.4 Mi** *11.5 Mi Total*
WEST 72	9. Turn **left** onto **IL-72 W / Higgins Rd**. Map *If you are on E Frontage Rd and reach E Woodfield Rd you've gone about 0.4 miles too far*	**6.7 Mi** *18.2 Mi Total*
	10. Turn **right** onto **Greenspoint Pky**. Map *If you are on W Higgins Rd and reach W Mundhank Rd you've gone about 0.9 miles too far*	**0.07 Mi** *18.2 Mi Total*
	11. Take the 1st **left** onto **W Higgins Rd**. Map *Career Education Corp is on the corner* *If you reach Hassell Rd you've gone about 0.4 miles too far*	**0.05 Mi** *18.3 Mi Total*
	12. **3150 W HIGGINS RD** is on the **right**. Map *If you reach the end of W Higgins Rd you've gone a little too far*	

3150 W Higgins Rd, Hoffman Estates, IL 60169-7237

Total Travel Estimate: **18.30 miles - about 27 minutes**



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Patch DEALS $20 for $40 Worth of Children's Shoes on Palatine Patch Get the Deal!

mapquest

Trip to:

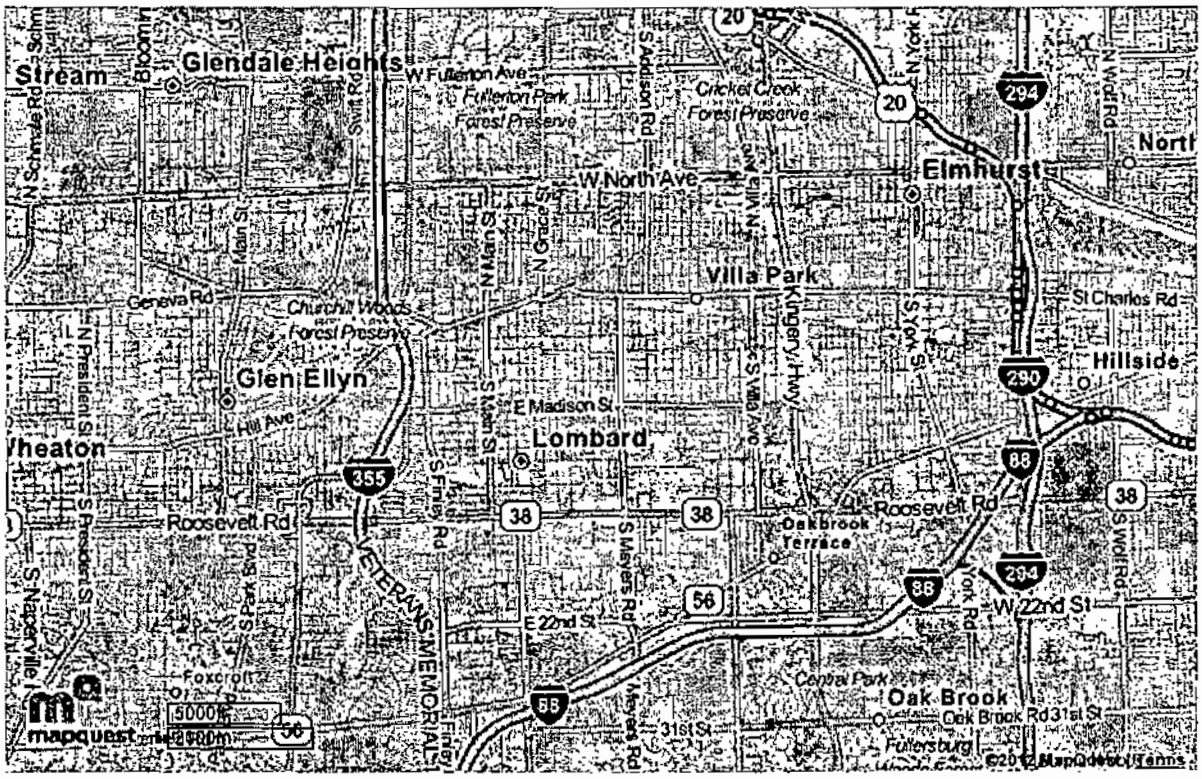
1940 Springer Dr
Lombard, IL 60148-6419
7.35 miles / 15 minutes
Notes

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave.** Map	**3.0 Mi** *3.0 Mi Total*
53	2. Turn **left** onto **IL-53 / S Rohlwing Rd.** Continue to follow **IL-53.** Map *IL-53 is 0.1 miles past N Broadview Ave*	**1.1 Mi** *4.2 Mi Total*
	3. Turn **left** onto **W St Charles Rd.** Map *W St Charles Rd is 0.1 miles past W Woodland Ave* *Chicago Central Korean Sda Chr is on the corner* *If you are on IL-53 and reach Charles Ln you've gone about 0.8 miles too far*	**0.4 Mi** *4.6 Mi Total*
	4. Take the **2nd right** onto **Crescent Blvd.** Map *Crescent Blvd is just past N West Rd* *If you reach N Elizabeth St you've gone about 0.1 miles too far*	**0.1 Mi** *4.7 Mi Total*
	5. Take the **1st left** onto **S Finley Rd.** Map *If you reach S Glenview Ave you've gone about 0.1 miles too far*	**2.4 Mi** *7.1 Mi Total*
	6. Turn **right** onto **Oak Creek Dr.** Map *Oak Creek Dr is 0.1 miles past Pinebrook Dr* *If you reach Foxworth Blvd you've gone about 0.2 miles too far*	**0.1 Mi** *7.3 Mi Total*
	7. Take the **1st left** onto **Springer Dr.** Map *If you are on Foxworth Blvd and reach S Valley Rd you've gone about 0.6 miles too far*	**0.1 Mi** *7.4 Mi Total*
	8. **1940 SPRINGER DR** is on the **right.** Map *If you reach Foxworth Blvd you've gone about 0.1 miles too far*	

1940 Springer Dr, Lombard, IL 60148-6419

Total Travel Estimate: **7.35 miles - about 15 minutes**



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Patch DEALS $30 for a $60 1-Hour Holistic Massage on Glen Ellyn Patch Get the Deal!

mapquest

Trip to:

520 North Ave

Glendale Heights, IL 60139-3119

4.79 miles / 8 minutes

Notes

Find Your Graduating Class

1995
1985
1975
1965
1955

classmates.com

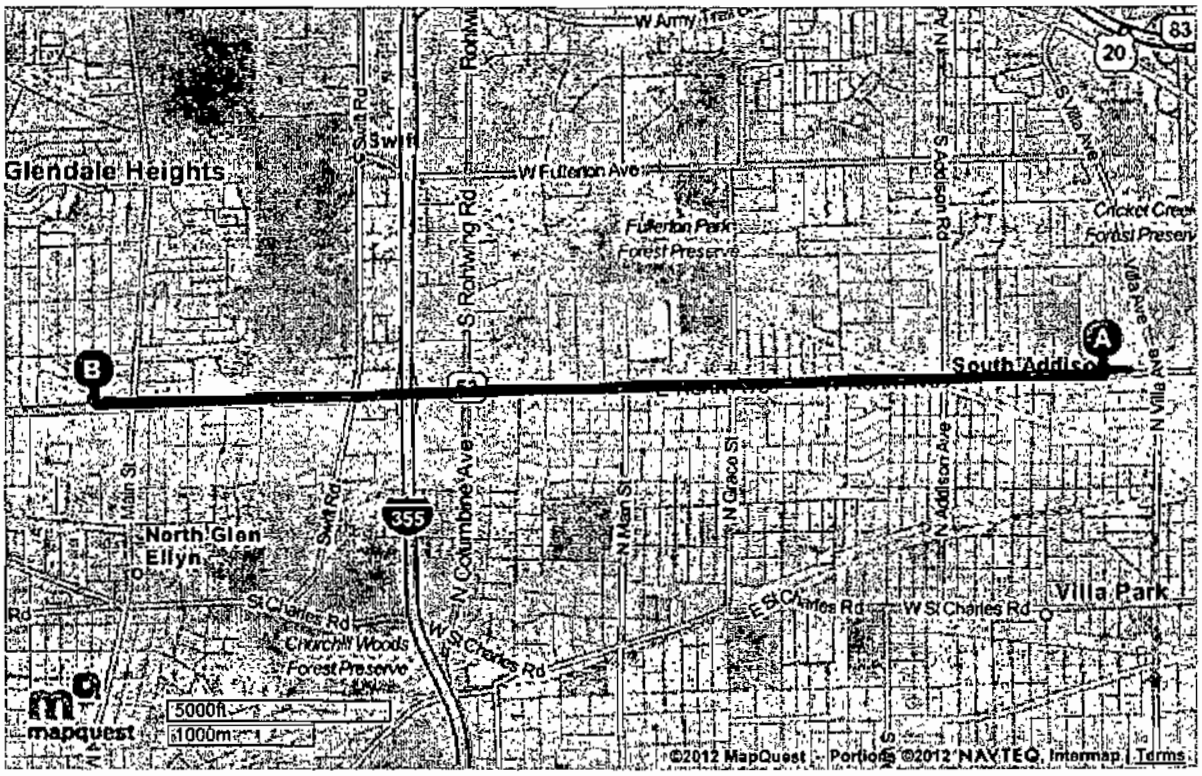
200 E North Ave, Villa Park, IL 60181-1221

1. Start out going west on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map — **4.8 Mi**
4.8 Mi Total

2. **520 NORTH AVE** is on the right. Map
Your destination is 0.1 miles past Glen Ellyn Rd
If you reach Pearl Ave you've gone about 0.2 miles too far

520 North Ave, Glendale Heights, IL 60139-3119

Total Travel Estimate: **4.79 miles - about 8 minutes**



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mapquest

Trip to:

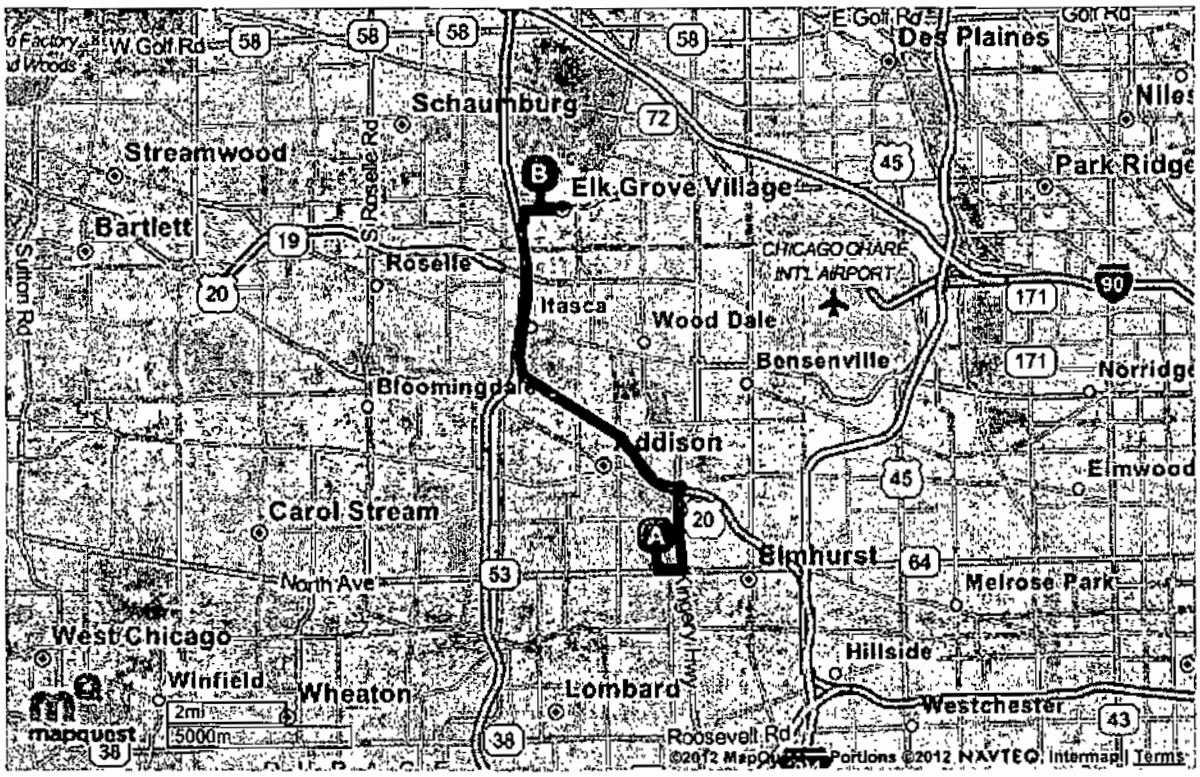
820 Biesterfield Rd
Elk Grove Village, IL 60007-7335
9.78 miles / 14 minutes
Notes

200 E North Ave, Villa Park, IL 60181-1221

1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map *If you reach Chatham Ave you've gone about 0.1 miles too far*	**0.5 Mi** *0.5 Mi Total*
3. Turn **left** onto **IL-83 N / Kingery Hwy**. Continue to follow **IL-83 N**. Map *IL-83 N is 0.2 miles past Villa Ave* *If you reach N River Glen Ave you've gone a little too far*	**0.8 Mi** *1.3 Mi Total*
4. Take the **I-290 / US-20 / Lake St** ramp toward **Chicago / Rockford / Grand Ave**. Map	**0.2 Mi** *1.4 Mi Total*
5. Keep **left** at the fork in the ramp. Map	**0.3 Mi** *1.8 Mi Total*
6. Keep **left** at the fork in the ramp. Map	**0.3 Mi** *2.0 Mi Total*
7. Merge onto **I-290 W** toward **Rockford**. Map	**6.8 Mi** *8.8 Mi Total*
8. Take the **Biesterfield Rd** exit, **EXIT 4**, toward **IL-53 S**. Map	**0.4 Mi** *9.2 Mi Total*
9. Turn **right** onto **Biesterfield Rd**. Map	**0.5 Mi** *9.7 Mi Total*
10. Make a **U-turn** onto **Biesterfield Rd**. Map	**0.1 Mi** *9.8 Mi Total*
11. **820 BIESTERFIELD RD** is on the **right**. Map *Your destination is 0.1 miles past Alexian Way* *If you reach Beisner Rd you've gone a little too far*	

820 Biesterfield Rd, Elk Grove Village, IL 60007-7335

Total Travel Estimate: **9.78 miles - about 14 minutes**



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Patch DEALS $20 for $40 Worth of Children's Shoes on Palatine Patch **Get the Deal!**

mapquest

Trip to:

Il-38 E

Elmhurst, IL 60126

5.67 miles / 9 minutes

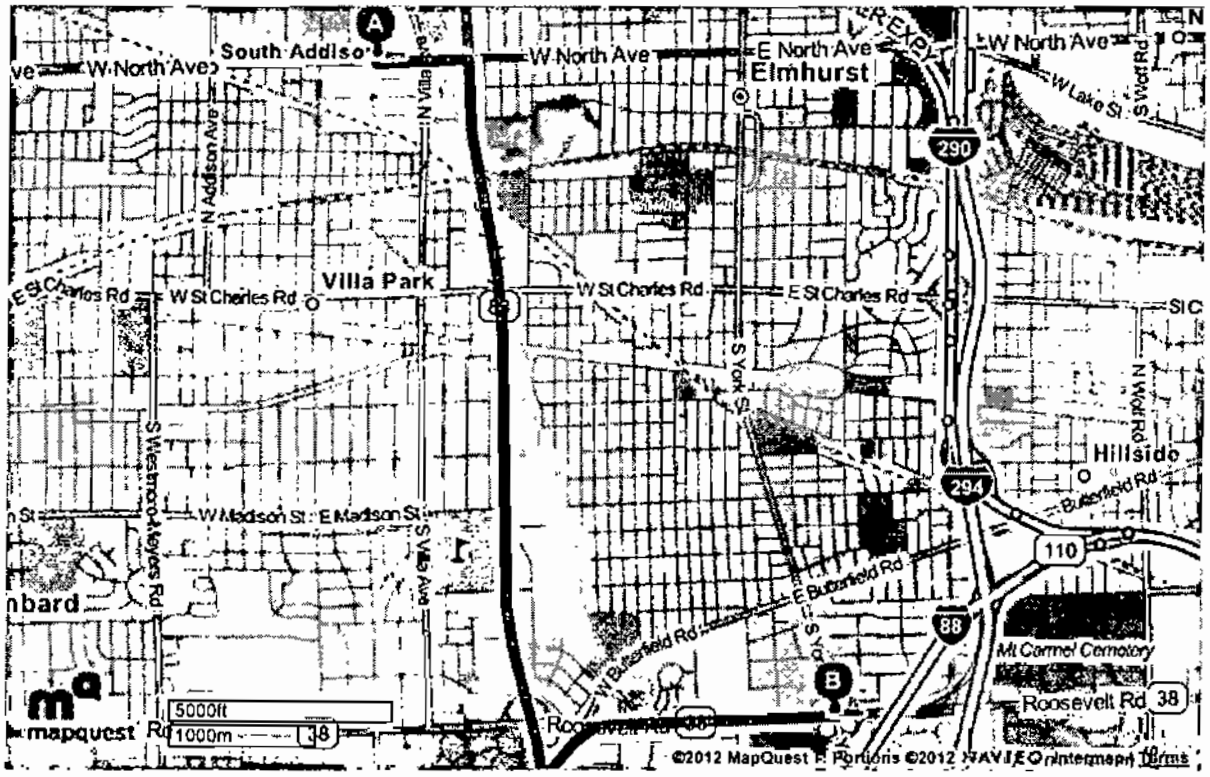
Notes

200 E North Ave, Villa Park, IL 60181-1221

1. Start out going **west** on **E North Ave / IL-64 W** toward **N Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map	**0.4 Mi** *0.4 Mi Total*
3. Take the 2nd **right** onto **IL-83 S / Kingery Hwy**. Continue to follow **IL-83 S**. Map	**3.4 Mi** *3.8 Mi Total*
4. Merge onto **IL-56 E / Butterfield Rd** toward **IL-38 E / Roosevelt Rd**. Map	**0.6 Mi** *4.4 Mi Total*
5. Merge onto **IL-38 E / Roosevelt Rd**. Map	**1.3 Mi** *5.7 Mi Total*
6. **IL-38 E**. Map	

Il-38 E, Elmhurst, IL 6012641.861540, -87.930687
(Address is approximate)

Total Travel Estimate: **5.67 miles - about 9 minutes**



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mapquest

Trip to:

4180 Winnetka Ave
Rolling Meadows, IL 60008-1375
16.00 miles / 22 minutes

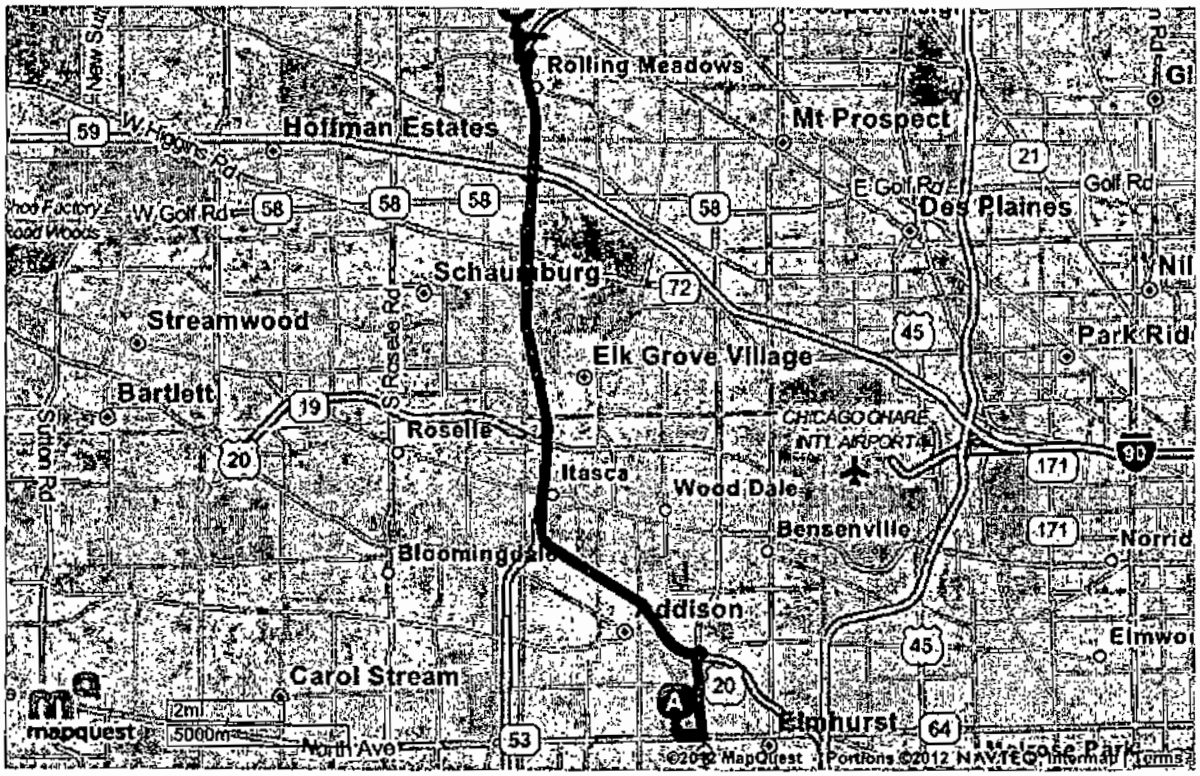
Notes
FMC - Rolling Meadows

200 E North Ave, Villa Park, IL 60181-1221

1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map	**0.5 Mi** *0.5 Mi Total*
3. Turn **left** onto **IL-83 N / Kingery Hwy**. Continue to follow **IL-83 N**. Map	**0.8 Mi** *1.3 Mi Total*
4. Take the **I-290 / US-20 / Lake St** ramp toward **Chicago / Rockford / Grand Ave**. Map	**0.2 Mi** *1.4 Mi Total*
5. Keep **left** at the fork in the ramp. Map	**0.3 Mi** *1.8 Mi Total*
6. Keep **left** at the fork in the ramp. Map	**0.3 Mi** *2.0 Mi Total*
7. Merge onto **I-290 W** toward **Rockford**. Map	**10.1 Mi** *12.1 Mi Total*
8. Take **IL-53 N** toward **Kirchoff Rd / North Suburbs**. Map	**3.1 Mi** *15.2 Mi Total*
9. Merge onto **W Euclid Ave**. Map	**0.5 Mi** *15.6 Mi Total*
10. Turn **right** onto **Hicks Rd**. Map	**0.3 Mi** *16.0 Mi Total*
11. Turn **right** onto **Winnetka Ave**. Map	**0.02 Mi** *16.0 Mi Total*
12. **4180 WINNETKA AVE** is on the **left**. Map	

4180 Winnetka Ave, Rolling Meadows, IL 60008-1375

Total Travel Estimate: **16.00 miles - about 22 minutes**



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Trip to:

17 W Golf Rd
Arlington Heights, IL 60005-3905
12.22 miles / 20 minutes

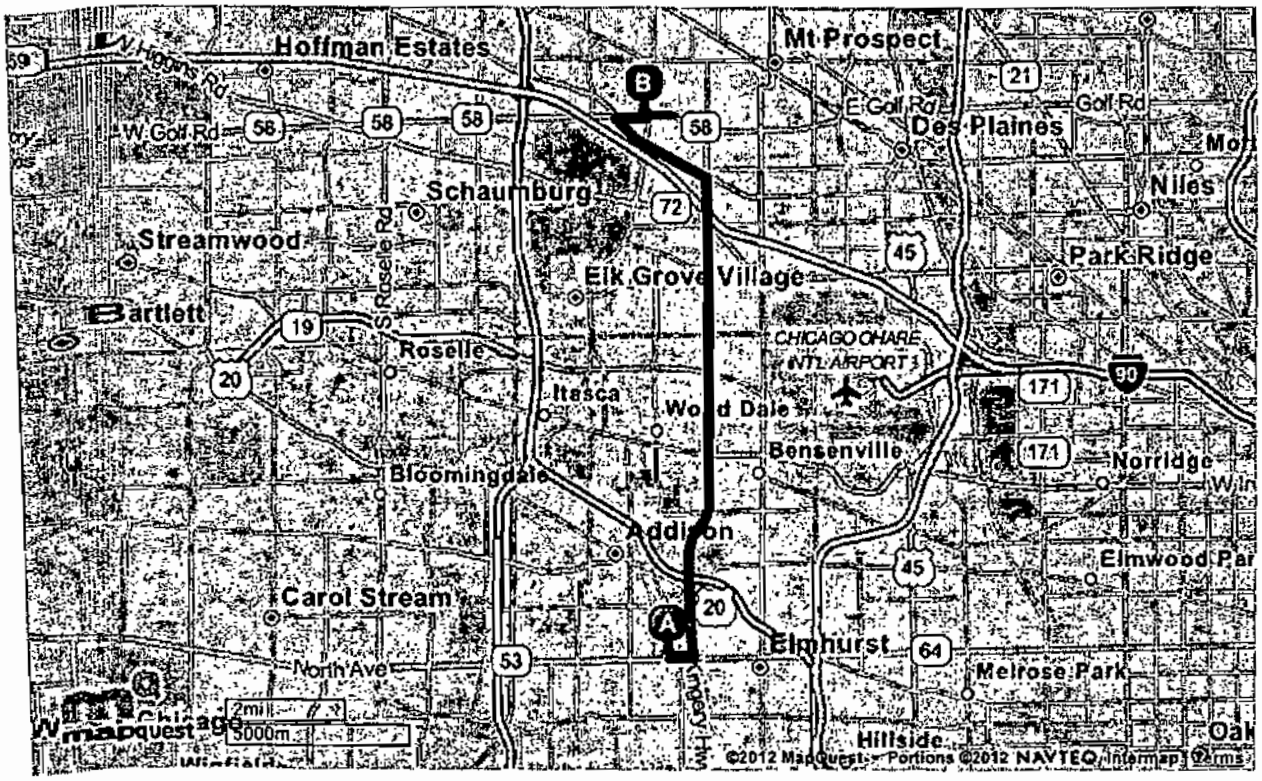
Notes
DSI - Arlington Heights

200 E North Ave, Villa Park, IL 60181-1221

1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map	**0.5 Mi** *0.5 Mi Total*
3. Turn **left** onto **IL-83 N / Kingery Hwy**. Continue to follow **IL-83 N**. Map	**8.2 Mi** *8.6 Mi Total*
4. Stay **straight** to go onto **Busse Rd**. Map	**0.9 Mi** *9.5 Mi Total*
5. Turn **left** onto **W Algonquin Rd / IL-62**. Map	**2.1 Mi** *11.6 Mi Total*
6. Turn **sharp right** onto **W Golf Rd / IL-58**. Map	**0.6 Mi** *12.2 Mi Total*
7. **17 W GOLF RD** is on the **right**. Map	

17 W Golf Rd, Arlington Heights, IL 60005-3905

Total Travel Estimate: **12.22 miles - about 20 minutes**



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Trip to:

1625 Oakton Pl
Des Plaines, IL 60018-2002
11.86 miles / 20 minutes

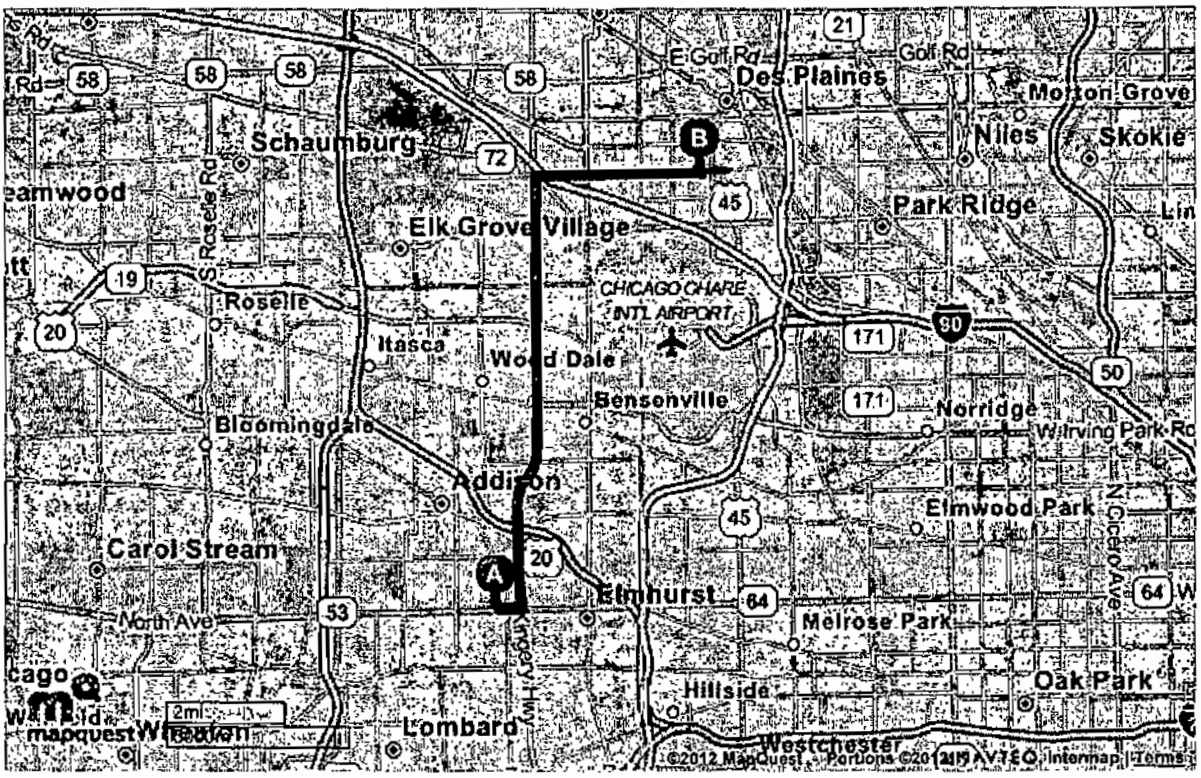
Notes
Fresenius Medical Care Des Plaines

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going west on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
	2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map	**0.5 Mi** *0.5 Mi Total*
	3. Turn **left** onto **IL-83 N / Kingery Hwy**. Continue to follow **IL-83 N**. Map	**8.2 Mi** *8.6 Mi Total*
	4. Turn **right** onto **E Higgins Rd / Oakton St / IL-72 / IL-83**. Continue to follow **Oakton St**. Map	**3.2 Mi** *11.8 Mi Total*
	5. Turn **right** onto **Oakton Pl**. Map	**0.03 Mi** *11.9 Mi Total*
	6. **1625 OAKTON PL** is on the **left**. Map	

1625 Oakton Pl, Des Plaines, IL 60018-2002

Total Travel Estimate: **11.86 miles - about 20 minutes**



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Trip to:

1201 W Roosevelt Rd
Maywood, IL 60153-4046
8.91 miles / 16 minutes

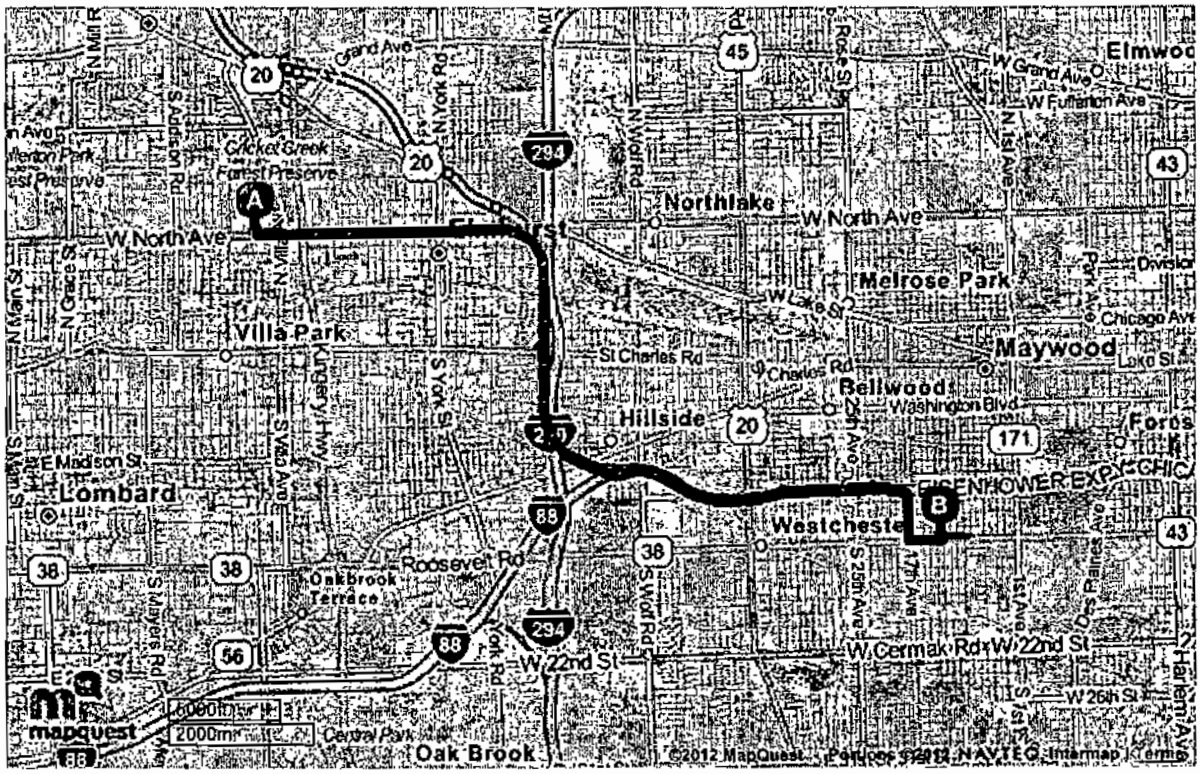
Notes
Loyola Dialysis Center

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
	2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map	**2.4 Mi** *2.4 Mi Total*
	3. Merge onto **I-290 E / Eisenhower Expy E** toward **I-294-TOLL S / Chicago**. Map	**5.6 Mi** *8.0 Mi Total*
	4. Take the **17th Ave** exit, **EXIT 19A**. Map	**0.2 Mi** *8.1 Mi Total*
	5. Stay **straight** to go onto **Bataan Dr**. Map	**0.03 Mi** *8.1 Mi Total*
	6. Take the 1st **right** onto **S 17th Ave**. Map	**0.4 Mi** *8.6 Mi Total*
	7. Turn **left** onto **W Roosevelt Rd**. Map	**0.3 Mi** *8.9 Mi Total*
	8. **1201 W ROOSEVELT RD** is on the **left**. Map	

1201 W Roosevelt Rd, Maywood, IL 60153-4046

Total Travel Estimate: 8.91 miles - about 16 minutes



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Trip to:

1111 Superior St
Melrose Park, IL 60160-4138
6.70 miles / 17 minutes

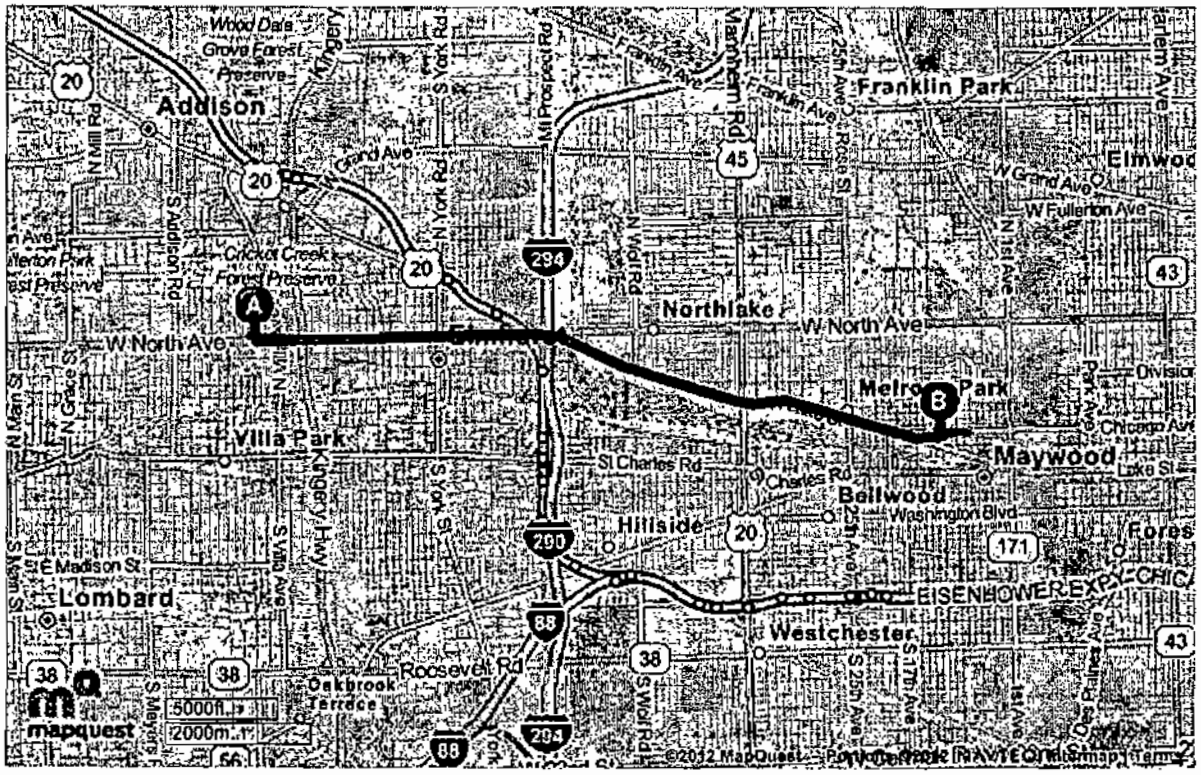
Notes
FMC - Melrose Park

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
EAST 64	2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map	**2.7 Mi** *2.7 Mi Total*
RAMP	3. Take the **US-20 E / Lake St / I-294 N** ramp toward **Milwaukee**. Map	**0.2 Mi** *2.8 Mi Total*
	4. Keep **left** at the fork in the ramp. Map	**0.04 Mi** *2.9 Mi Total*
	5. Turn **slight right** onto **W Lake St / US-20 / Ulysses S Grant Memorial Hwy**. Continue to follow **W Lake St**. Map	**3.6 Mi** *6.5 Mi Total*
	6. Turn **slight left** onto **Superior St**. Map	**0.2 Mi** *6.7 Mi Total*
	7. **1111 SUPERIOR ST** is on the **right**. Map	

1111 Superior St, Melrose Park, IL 60160-4138

Total Travel Estimate: **6.70 miles - about 17 minutes**



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Trip to:

2601 Harlem Ave
Berwyn, IL 60402-2100
12.96 miles / 23 minutes

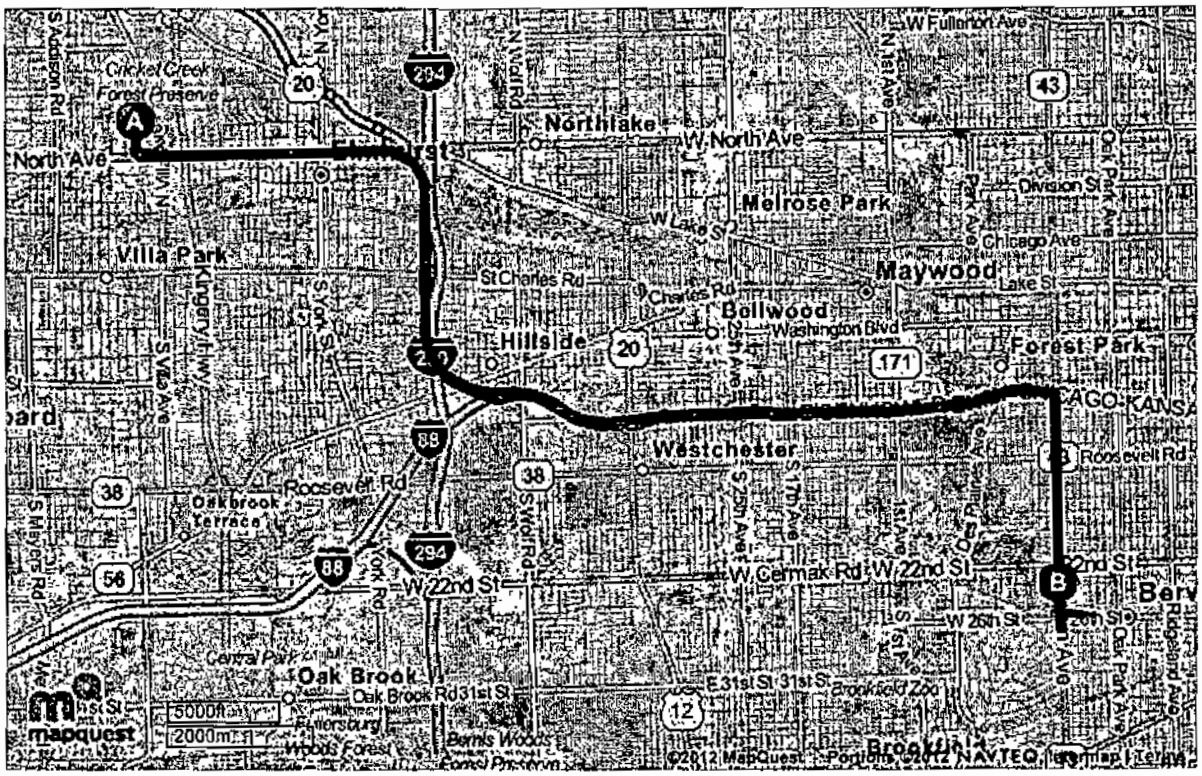
Notes
FMC - Berwyn

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
	2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map	**2.4 Mi** *2.4 Mi Total*
	3. Merge onto **I-290 E / Eisenhower Expy E** toward **I-294-TOLL S / Chicago**. Map	**8.1 Mi** *10.5 Mi Total*
	4. Take the **IL-43 / Harlem Ave** exit, **EXIT 21B**, on the **left**. Map	**0.2 Mi** *10.7 Mi Total*
	5. Turn **right** onto **Harlem Ave / S Harlem Ave / IL-43**. Continue to follow **Harlem Ave / IL-43**. Map	**2.2 Mi** *12.9 Mi Total*
	6. Make a **U-turn** onto **Harlem Ave / IL-43**. Map	**0.08 Mi** *13.0 Mi Total*
	7. **2601 HARLEM AVE** is on the **right**. Map	

2601 Harlem Ave, Berwyn, IL 60402-2100

Total Travel Estimate: **12.96 miles - about 23 minutes**



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Trip to:

610 S Maple Ave
Oak Park, IL 60304-1091
11.06 miles / 18 minutes

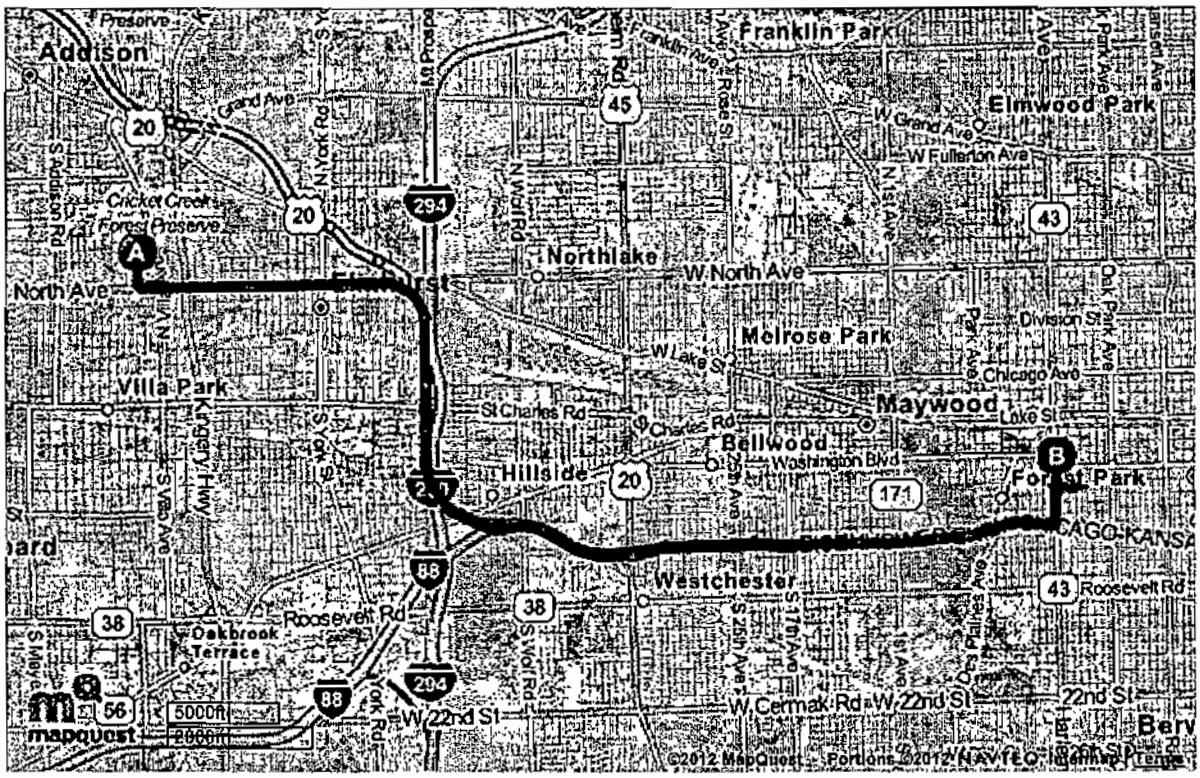
Notes
Oak Park Kidney Centers, LLC

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
	2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map	**2.4 Mi** *2.4 Mi Total*
	3. Merge onto **I-290 E / Eisenhower Expy E** toward **I-294-TOLL S / Chicago**. Map	**8.1 Mi** *10.5 Mi Total*
	4. Take the **IL-43 / Harlem Ave** exit, **EXIT 21B**, on the **left**. Map	**0.2 Mi** *10.7 Mi Total*
	5. Turn **left** onto **IL-43 / Harlem Ave / S Harlem Ave**. Map	**0.3 Mi** *11.0 Mi Total*
	6. Turn **right** onto **Monroe St**. Map	**0.05 Mi** *11.0 Mi Total*
	7. Turn **right** onto **S Maple Ave**. Map	**0.01 Mi** *11.1 Mi Total*
	8. **610 S MAPLE AVE** is on the **left**. Map	

610 S Maple Ave, Oak Park, IL 60304-1091

Total Travel Estimate: **11.06 miles - about 18 minutes**



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Trip to:

719 W North Ave
Melrose Park, IL 60160-1612
6.84 miles / 15 minutes

Notes

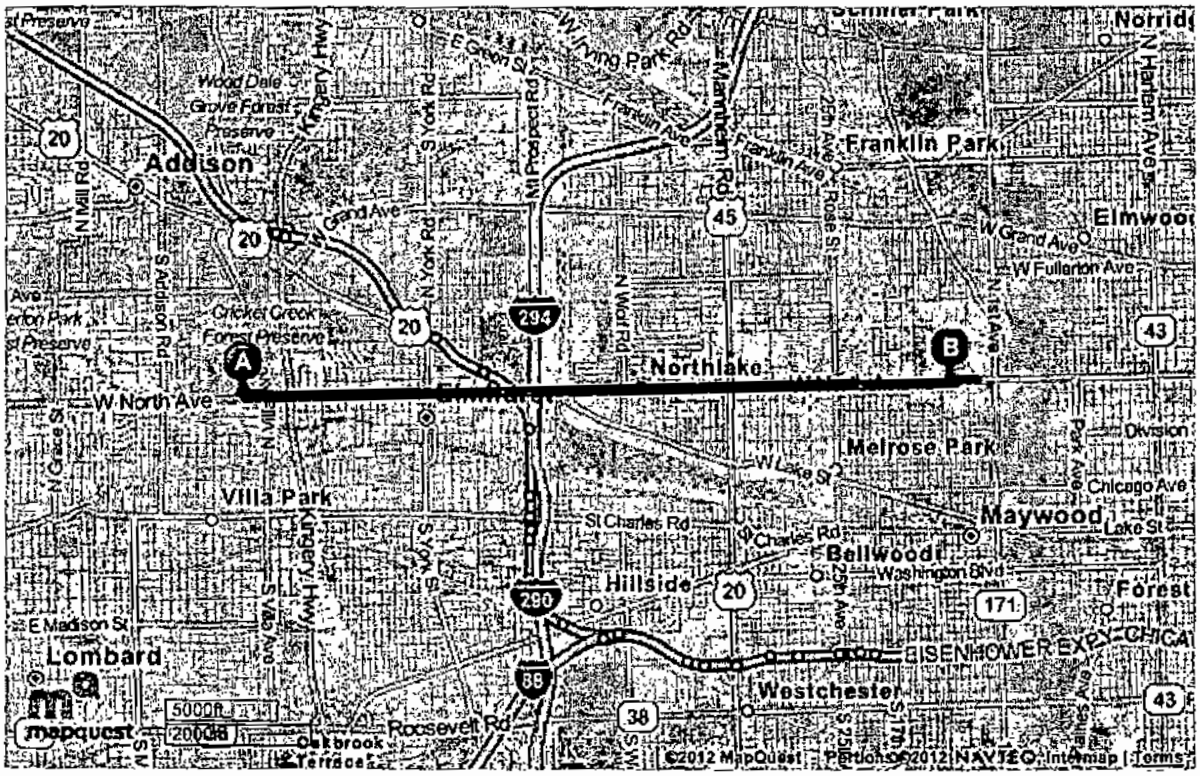
FMC North Avenue

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
	2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map	**6.8 Mi** *6.8 Mi Total*
	3. Make a **U-turn** onto **W North Ave / IL-64 W**. Map	**0.05 Mi** *6.8 Mi Total*
	4. **719 W NORTH AVE** is on the **right**. Map	

719 W North Ave, Melrose Park, IL 60160-1612

Total Travel Estimate: **6.84 miles - about 15 minutes**



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Trip to:

103 Forest Ave
River Forest, IL 60305-2003
10.72 miles / 20 minutes

Notes

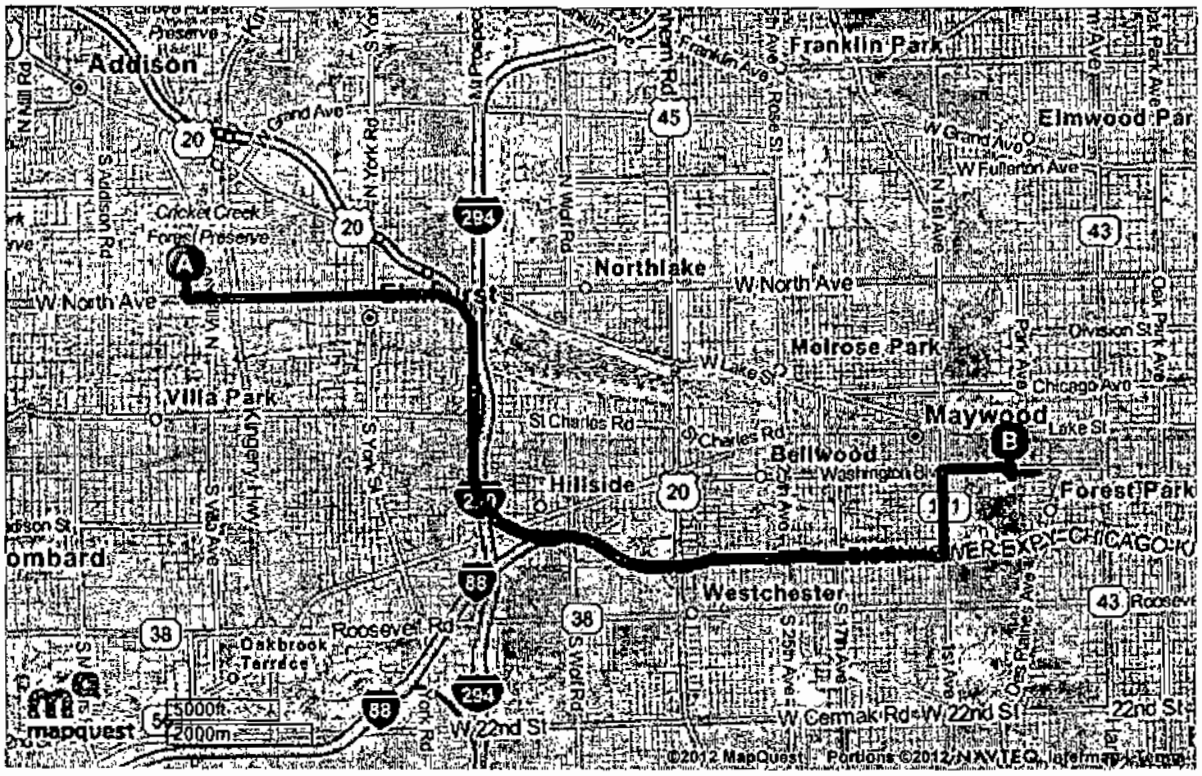
Fresenius Medical Care River Forest

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
	2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map	**2.4 Mi** *2.4 Mi Total*
	3. Merge onto **I-290 E / Eisenhower Expy E** toward **I-294-TOLL S / Chicago**. Map	**6.5 Mi** *8.9 Mi Total*
	4. Take **EXIT 20** toward **IL-171 / 1st Ave**. Map	**0.2 Mi** *9.1 Mi Total*
	5. Stay **straight** to go onto **Bataan Dr**. Map	**0.06 Mi** *9.2 Mi Total*
	6. Take the 1st **left** onto **IL-171 / S 1st Ave**. Map	**0.8 Mi** *10.0 Mi Total*
	7. Turn **right** onto **Washington Blvd**. Map	**0.7 Mi** *10.6 Mi Total*
	8. Turn **right** onto **Forest Ave**. Map	**0.10 Mi** *10.7 Mi Total*
	9. **103 FOREST AVE** is on the **left**. Map	

103 Forest Ave, River Forest, IL 60305-2003

Total Travel Estimate: **10.72 miles - about 20 minutes**



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Trip to:

4701 N Cumberland Ave
Norridge, IL 60706-2905
12.96 miles / 22 minutes

Notes

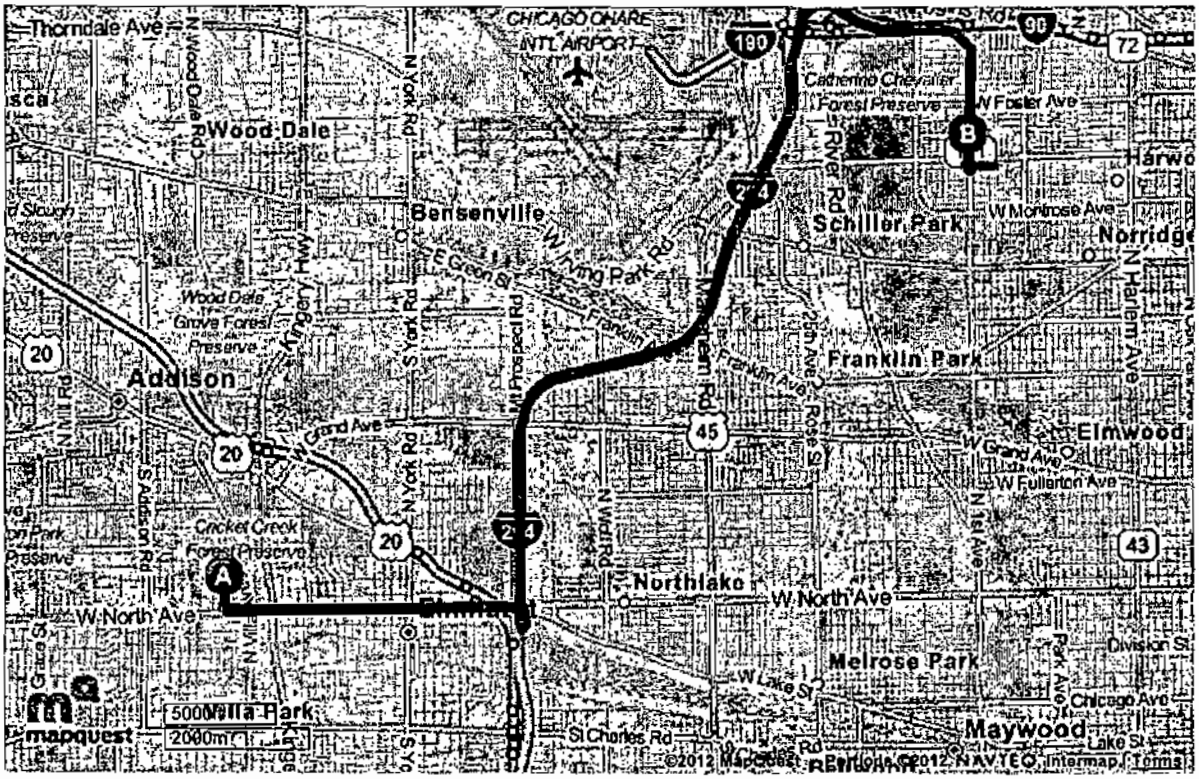
Fresenius Medical Care - Northwest

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
	2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map	**2.7 Mi** *2.7 Mi Total*
RAMP	3. Take the **US-20 E / Lake St / I-294 N** ramp toward **Milwaukee**. Map	**0.2 Mi** *2.8 Mi Total*
	4. Merge onto **I-294 N** toward **Wisconsin** (Portions toll). Map	**6.8 Mi** *9.6 Mi Total*
	5. Merge onto **I-90 E** toward **Kennedy Expy / Chicago** (Portions toll). Map	**1.9 Mi** *11.4 Mi Total*
79A EXIT	6. Merge onto **N Cumberland Ave / IL-171 S** via **EXIT 79A**. Map	**1.5 Mi** *13.0 Mi Total*
	7. Make a **U-turn** at **W Leland Ave** onto **N Cumberland Ave / IL-171 N**. Map	**0.01 Mi** *13.0 Mi Total*
	8. **4701 N CUMBERLAND AVE** is on the **right**. Map	

4701 N Cumberland Ave, Norridge, IL 60706-2905

Total Travel Estimate: **12.96 miles - about 22 minutes**



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Trip to:

7435 W Talcott Ave
Chicago, IL 60631-3707
14.02 miles / 23 minutes

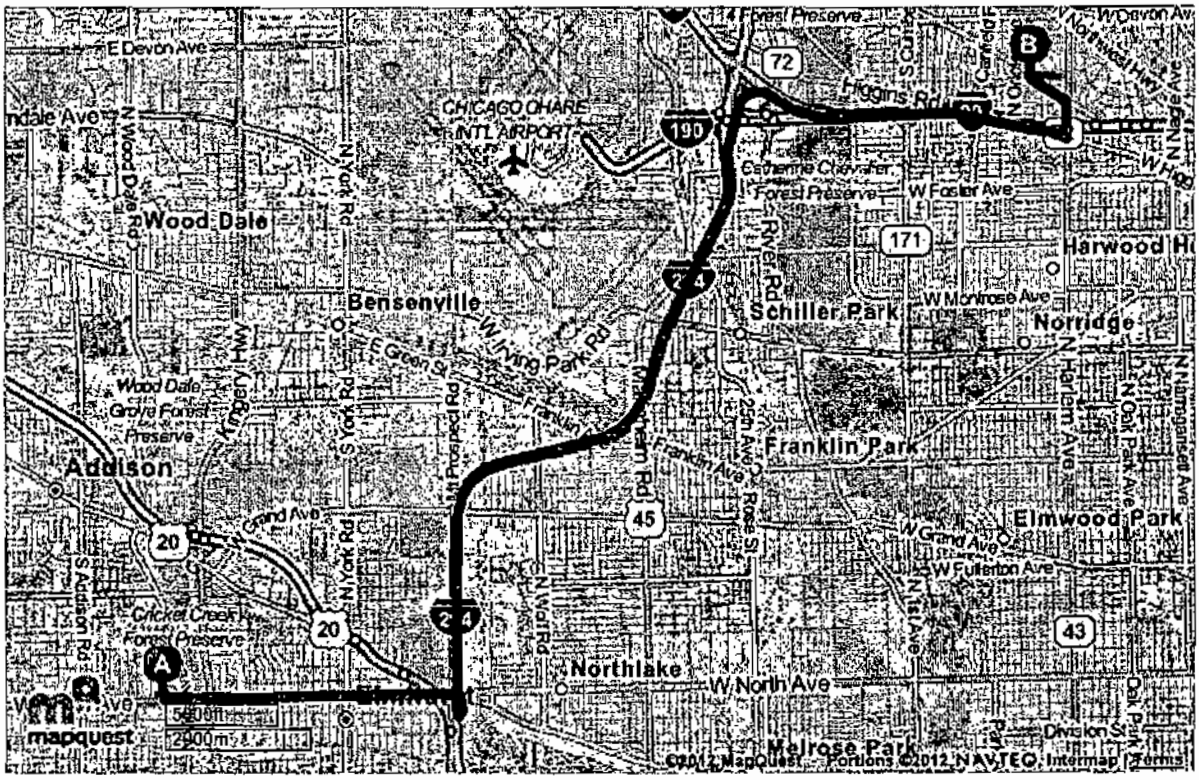
Notes
Dialysis Management Services

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
	2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map	**2.7 Mi** *2.7 Mi Total*
RAMP	3. Take the **US-20 E / Lake St / I-294 N** ramp toward **Milwaukee**. Map	**0.2 Mi** *2.8 Mi Total*
	4. Merge onto **I-294 N** toward **Wisconsin** (Portions toll). Map	**6.8 Mi** *9.6 Mi Total*
	5. Merge onto **I-90 E** toward **Kennedy Expy / Chicago** (Portions toll). Map	**3.3 Mi** *12.9 Mi Total*
81A EXIT	6. Take **EXIT 81A** toward **IL-43 / Harlem Ave**. Map	**0.2 Mi** *13.2 Mi Total*
	7. Stay **straight** to go onto **W Higgins Ave / IL-72 E**. Map	**0.2 Mi** *13.3 Mi Total*
	8. Turn **left** onto **N Harlem Ave / IL-43**. Map	**0.3 Mi** *13.6 Mi Total*
	9. Turn **left** onto **W Talcott Ave**. Map	**0.4 Mi** *14.0 Mi Total*
	10. **7435 W TALCOTT AVE** is on the **left**. Map	

7435 W Talcott Ave, Chicago, IL 60631-3707

Total Travel Estimate: **14.02 miles - about 23 minutes**



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Trip to:

733 Madison St
Oak Park, IL 60302-4419
11.93 miles / 21 minutes

Notes

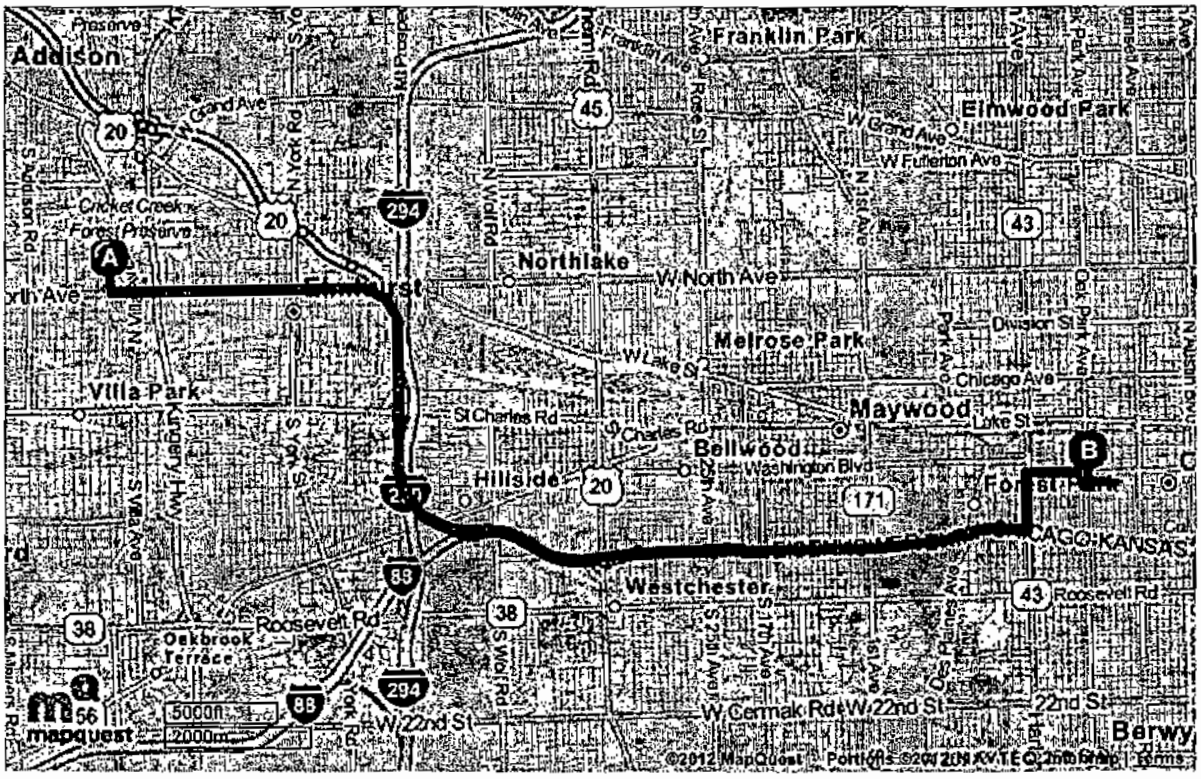
FMC - Oak Park Dialysis Center

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
	2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map	**2.4 Mi** *2.4 Mi Total*
	3. Merge onto **I-290 E / Eisenhower Expy E** toward **I-294-TOLL S / Chicago**. Map	**8.1 Mi** *10.5 Mi Total*
	4. Take the **IL-43 / Harlem Ave** exit, **EXIT 21B**, on the **left**. Map	**0.2 Mi** *10.7 Mi Total*
	5. Turn **left** onto **IL-43 / Harlem Ave / S Harlem Ave**. Map	**0.5 Mi** *11.2 Mi Total*
	6. Turn **right** onto **Washington Blvd**. Map	**0.5 Mi** *11.8 Mi Total*
	7. Turn **right** onto **S Oak Park Ave**. Map	**0.1 Mi** *11.9 Mi Total*
	8. Take the 1st **left** onto **Madison St**. Map	**0.05 Mi** *11.9 Mi Total*
	9. **733 MADISON ST** is on the **right**. Map	

733 Madison St, Oak Park, IL 60302-4419

Total Travel Estimate: **11.93 miles - about 21 minutes**



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Trip to:

1 Erie Ct
Oak Park, IL 60302-2566
13.69 miles / 23 minutes

Notes

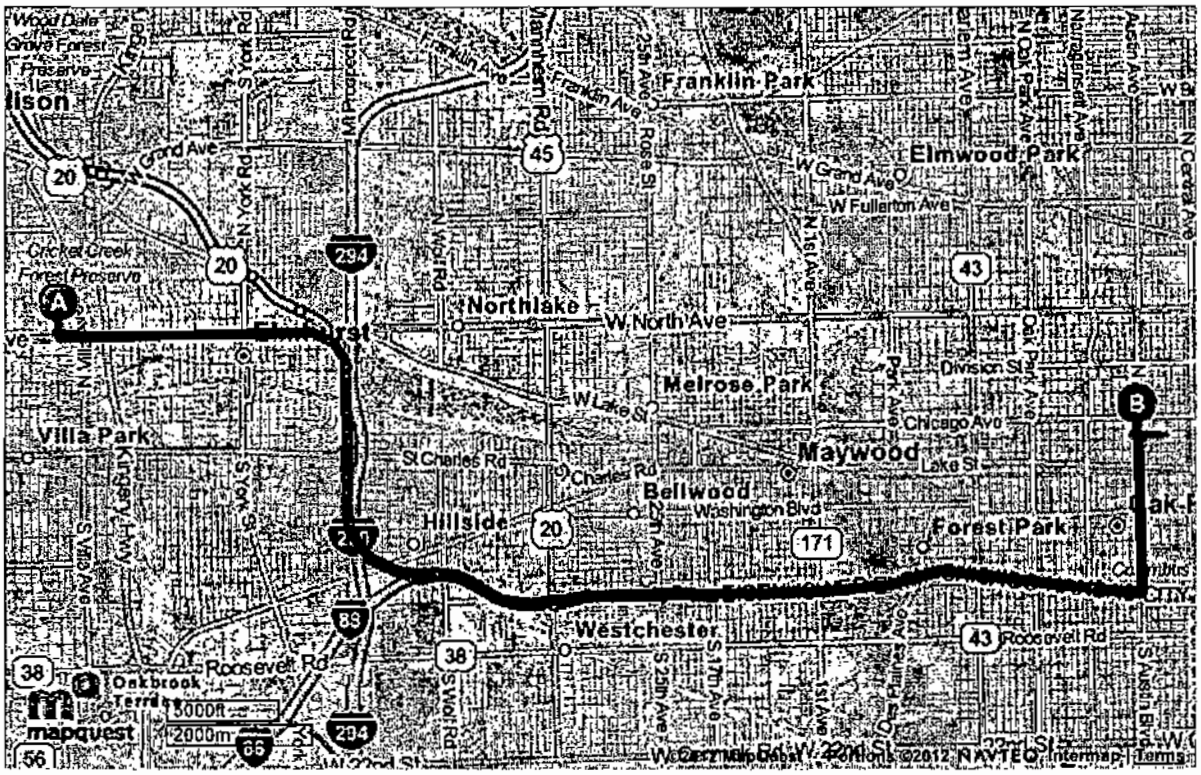
FMC - West Suburban Dialysis Unit

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
	2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map	**2.4 Mi** *2.4 Mi Total*
	3. Merge onto **I-290 E / Eisenhower Expy E** toward **I-294-TOLL S / Chicago**. Map	**9.6 Mi** *12.0 Mi Total*
	4. Take the **Austin Blvd** exit, **EXIT 23A**, on the **left**. Map	**0.3 Mi** *12.2 Mi Total*
	5. Turn **left** onto **S Austin Blvd**. Map	**1.4 Mi** *13.7 Mi Total*
	6. **1 ERIE CT**. Map	

1 Erie Ct, Oak Park, IL 60302-2566

Total Travel Estimate: **13.69 miles - about 23 minutes**



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Trip to:

7009 W Belmont Ave
Chicago, IL 60634-4533
10.95 miles / 24 minutes

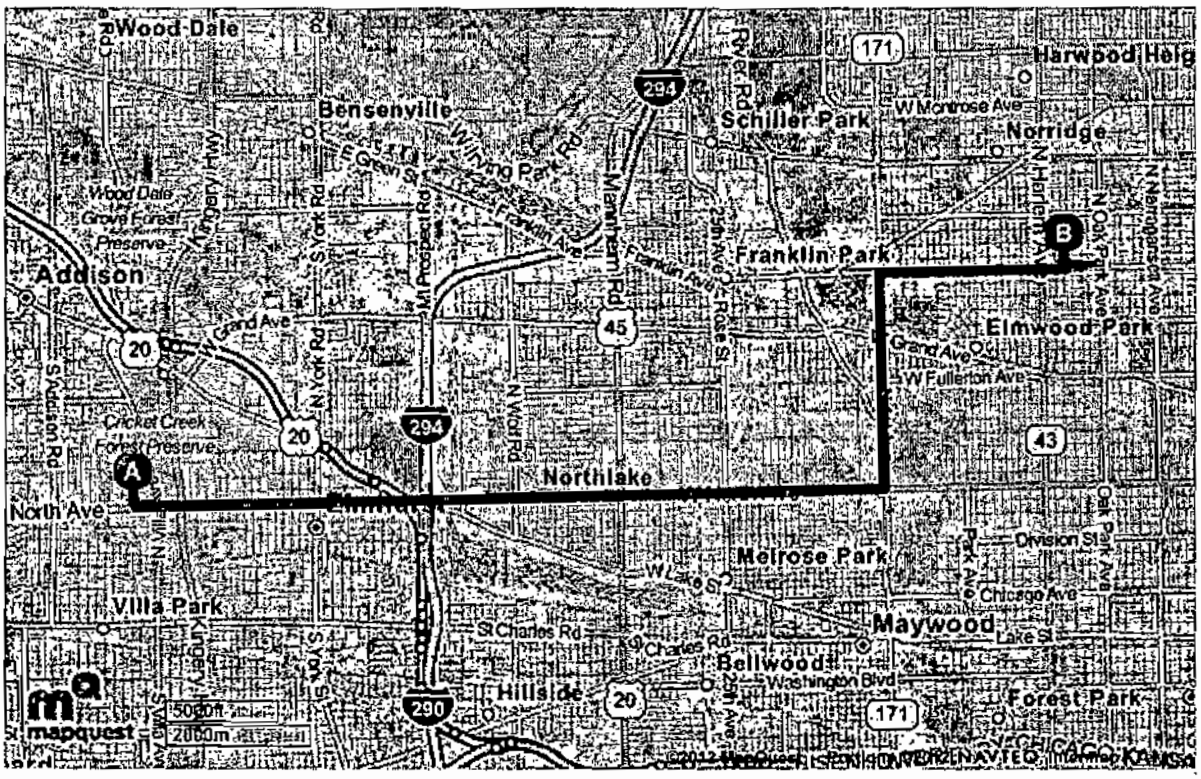
Notes
DaVita - Monteclare Dialysis Center

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
	2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map	**7.2 Mi** *7.2 Mi Total*
	3. Turn **left** onto **N 1st Ave / IL-171**. Continue to follow **IL-171**. Map	**2.0 Mi** *9.2 Mi Total*
	4. Turn **right** onto **W Belmont Ave**. Map	**1.8 Mi** *11.0 Mi Total*
	5. **7009 W BELMONT AVE** is on the **right**. Map	

7009 W Belmont Ave, Chicago, IL 60634-4533

Total Travel Estimate: **10.95 miles - about 24 minutes**



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Trip to:

4800 N Kilpatrick Ave
Chicago, IL 60630-1725
17.47 miles / 28 minutes

Notes

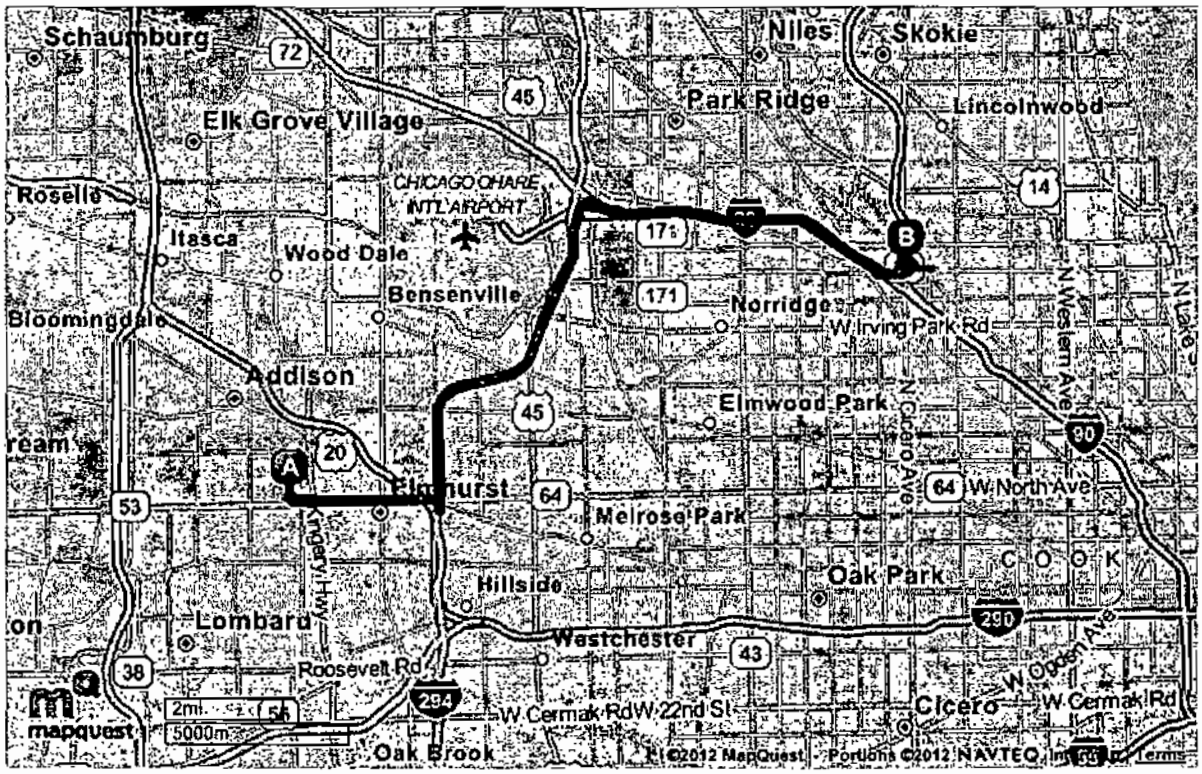
FMC - North Kilpatrick

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
	2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map	**2.7 Mi** *2.7 Mi Total*
RAMP	3. Take the **US-20 E / Lake St / I-294 N** ramp toward **Milwaukee**. Map	**0.2 Mi** *2.8 Mi Total*
	4. Merge onto **I-294 N** toward **Wisconsin** (Portions toll). Map	**6.8 Mi** *9.6 Mi Total*
	5. Merge onto **I-90 E** toward **Kennedy Expy / Chicago** (Portions toll). Map	**6.5 Mi** *16.1 Mi Total*
EXIT	6. Take the **Lawrence Ave** exit, **EXIT 84**. Map	**0.2 Mi** *16.2 Mi Total*
	7. Turn **slight left** onto **W Lawrence Ave**. Map	**0.5 Mi** *16.7 Mi Total*
	8. Turn **left** onto **N Cicero Ave / IL-50**. Map	**0.3 Mi** *17.0 Mi Total*
	9. Turn **sharp right** onto **N Elston Ave**. Map	**0.3 Mi** *17.3 Mi Total*
	10. Turn **right** onto **N Kilpatrick Ave**. Map	**0.2 Mi** *17.5 Mi Total*
	11. **4800 N KILPATRICK AVE** is on the **right**. Map	

4800 N Kilpatrick Ave, Chicago, IL 60630-1725

Total Travel Estimate: **17.47 miles - about 28 minutes**



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Trip to:

3410 W Van Buren St
Chicago, IL 60624-3358
15.71 miles / 24 minutes

Notes

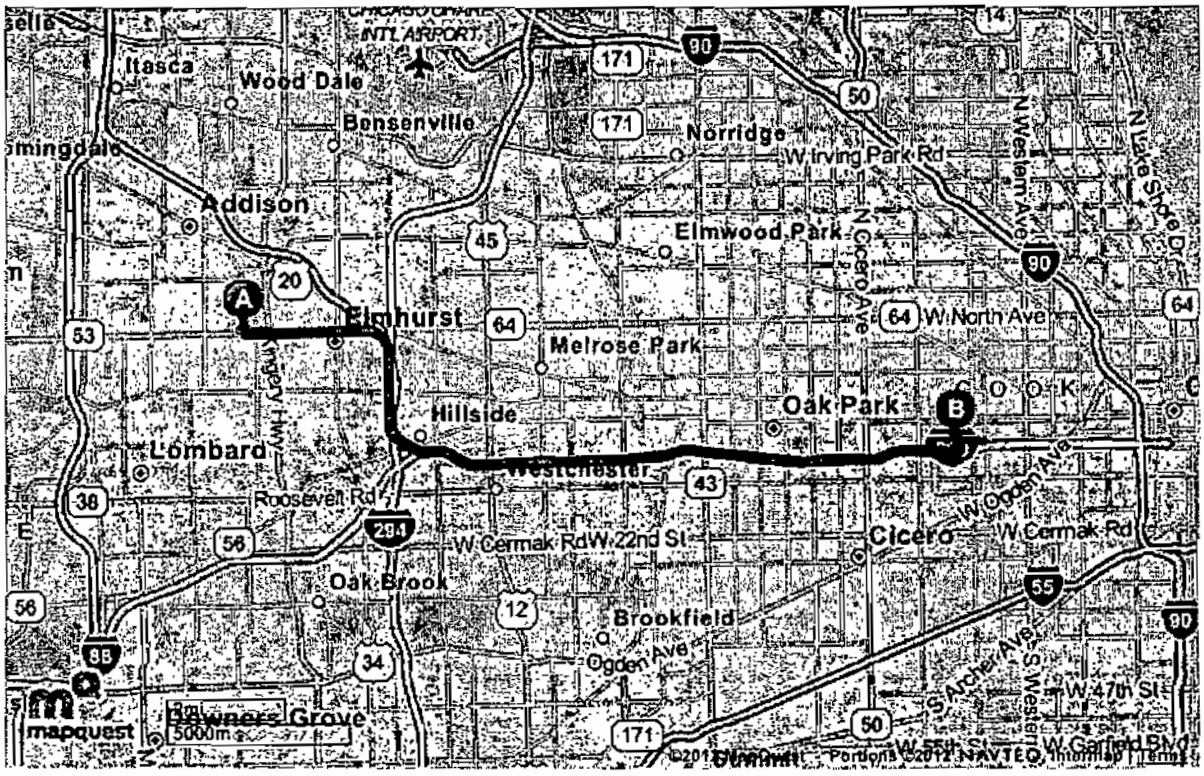
FMC Dialysis Services of Congress Parkway

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
	2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map	**2.4 Mi** *2.4 Mi Total*
	3. Merge onto **I-290 E / Eisenhower Expy E** toward **I-294-TOLL S / Chicago**. Map	**12.5 Mi** *14.9 Mi Total*
	4. Take **EXIT 26A** toward **Independence Blvd**. Map	**0.1 Mi** *15.0 Mi Total*
	5. Stay **straight** to go onto **W Harrison St**. Map	**0.6 Mi** *15.6 Mi Total*
	6. Turn **left** onto **S Homan Ave**. Map	**0.1 Mi** *15.7 Mi Total*
	7. Take the 2nd **left** onto **W Van Buren St**. Map	**0.02 Mi** *15.7 Mi Total*
	8. **3410 W VAN BUREN ST** is on the **right**. Map	

3410 W Van Buren St, Chicago, IL 60624-3358

Total Travel Estimate: **15.71 miles - about 24 minutes**



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Trip to:

1901 W Harrison St
Chicago, IL 60612-3714
17.53 miles / 26 minutes

Notes

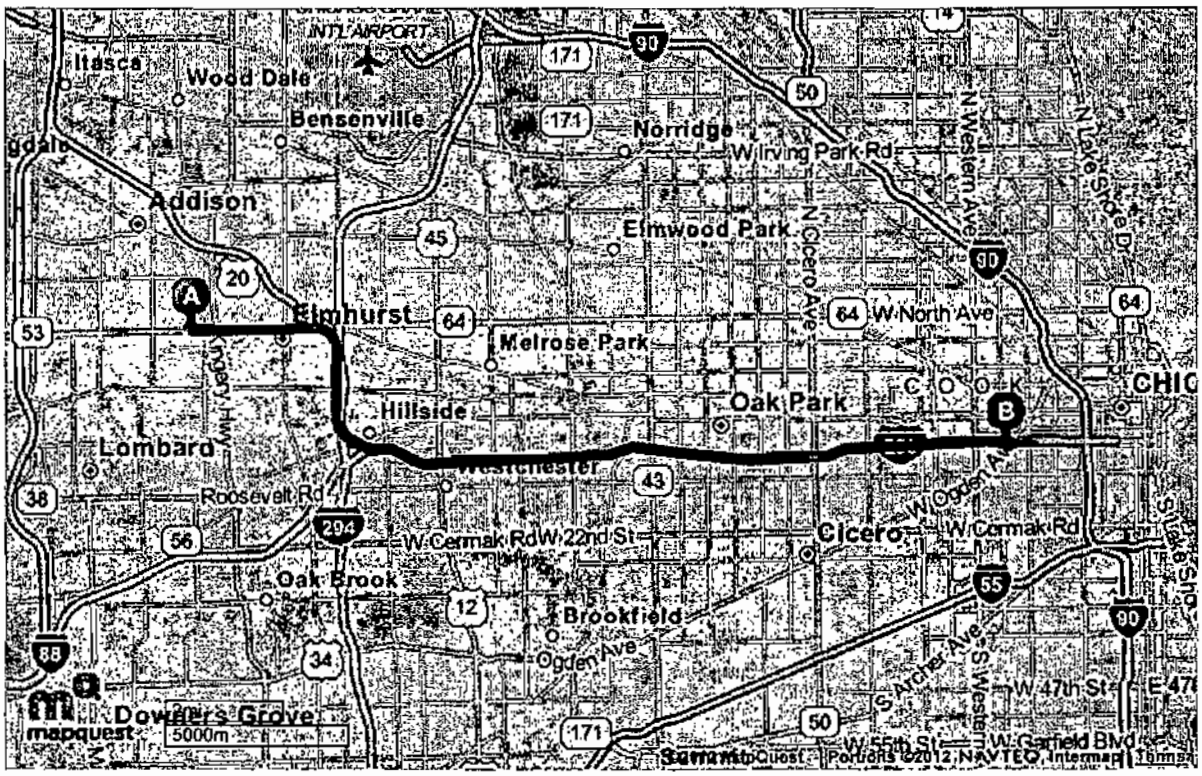
Cook County Hospital Dialysis

200 E North Ave, Villa Park, IL 60181-1221

	1. Start out going **west** on **E North Ave / IL-64 W** toward **S Ellsworth Ave**. Map	**0.01 Mi** *0.01 Mi Total*
	2. Make a **U-turn** at **S Ellsworth Ave** onto **E North Ave / IL-64 E**. Map	**2.4 Mi** *2.4 Mi Total*
	3. Merge onto **I-290 E / Eisenhower Expy E** toward **I-294-TOLL S / Chicago**. Map	**14.8 Mi** *17.2 Mi Total*
	4. Take **EXIT 28A** toward **Damen Ave**. Map	**0.1 Mi** *17.3 Mi Total*
	5. Stay **straight** to go onto **W Congress Pky**. Map	**0.2 Mi** *17.5 Mi Total*
	6. Turn **right** onto **S Wolcott Ave**. Map	**0.06 Mi** *17.5 Mi Total*
	7. Turn **right** onto **W Harrison St**. Map	**0.01 Mi** *17.5 Mi Total*
	8. **1901 W HARRISON ST** is on the **left**. Map	

1901 W Harrison St, Chicago, IL 60612-3714

Total Travel Estimate: **17.53 miles - about 26 minutes**



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