

12-098

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

RECEIVED

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

NOV 26 2012

This Section must be completed for all projects.

HEALTH FACILITIES &
SERVICES REVIEW BOARD

Facility/Project Identification

Facility Name: <i>Fresenius Medical Care Monmouth</i>
Street Address: <i>1225 N. Main Street</i>
City and Zip Code: <i>Monmouth, 61462</i>
County: <i>Warren</i> Health Service Area <i>2</i> Health Planning Area:

Applicant Identification

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

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

Type of Ownership of Applicant

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

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

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

Primary Contact

[Person to receive all correspondence or inquiries during the review period]

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

Additional Contact

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

Name: <i>Richard Stotz</i>
Title: <i>Regional Vice President</i>
Company Name: <i>Fresenius Medical Care</i>
Address: <i>One Westbrook Corporate Center, Tower One, Suite 1000, Westchester, IL 60154</i>
Telephone Number: <i>708-498-9365</i>
E-mail Address: <i>richard.stotz@fmc-na.com</i>
Fax Number: <i>708-498-9283</i>

Co - Applicant Identification

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

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

Type of Ownership of Applicant

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

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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[Person to receive all correspondence or inquiries during the review period]

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

Additional Contact

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

Name: <i>Richard Stotz</i>
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Telephone Number: <i>708-498-9365</i>
E-mail Address: <i>richard.stotz@fmc-na.com</i>
Fax Number: <i>708-498-9283</i>

Post Permit Contact

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

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

Additional Contact

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

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

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: <i>Pekin 1.0 LLC</i>
Address of Site Owner: <i>10531 Timberwood Circle, Suite D, Louisville, KY 40223</i>
Street Address or Legal Description of Site: <i>1225 N Main Street, Monmouth, IL</i>
Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease or a lease.
APPEND DOCUMENTATION AS ATTACHMENT-2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Operating Identity/Licensee

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

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

Organizational Relationships

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

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

Flood Plain Requirements

[Refer to application instructions.]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2005-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at www.FEMA.gov or www.illinoisfloodmaps.org. **This map must be in a readable format.** In addition please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2005-5 (<http://www.hfsrb.illinois.gov>).

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

Historic Resources Preservation Act Requirements

[Refer to application instructions.]

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

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

DESCRIPTION OF PROJECT

1. Project Classification

[Check those applicable - refer to Part 1110.40 and Part 1120.20(b)]

Part 1110 Classification:	Part 1120 Applicability or Classification: [Check one only.]
<input checked="" type="checkbox"/> Substantive <input type="checkbox"/> Non-substantive	<input type="checkbox"/> Part 1120 Not Applicable <input type="checkbox"/> Category A Project <input checked="" type="checkbox"/> Category B Project <input type="checkbox"/> 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.

Fresenius Medical Care Monmouth, LLC, proposes to establish a 12 station in-center hemodialysis facility at 1225 N. Main Street, Monmouth, IL. The facility will be in leased space with the interior to be built out by the applicant.

Fresenius Medical Care Monmouth will be in HSA 2.

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

Project Costs and Sources of Funds

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

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs	N/A	N/A	N/A
Site Survey and Soil Investigation	N/A	N/A	N/A
Site Preparation	N/A	N/A	N/A
Off Site Work	N/A	N/A	N/A
New Construction Contracts	N/A	N/A	N/A
Modernization Contracts	1,134,000	N/A	1,134,000
Contingencies	124,320	N/A	124,320
Architectural/Engineering Fees	125,580	N/A	125,580
Consulting and Other Fees	N/A	N/A	N/A
Movable or Other Equipment (not in construction contracts)	298,700	N/A	298,700
Bond Issuance Expense (project related)	N/A	N/A	N/A
Net Interest Expense During Construction (project related)	N/A	N/A	N/A
Fair Market Value of Leased Space or Equipment	\$1,451,625 \$209,950	1,661,575	N/A
Other Costs To Be Capitalized	N/A	N/A	N/A
Acquisition of Building or Other Property (excluding land)	N/A	N/A	N/A
TOTAL USES OF FUNDS	3,344,175		3,344,175
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	CLINICAL
Cash and Securities	1,682,600	N/A	1,682,600
Pledges	N/A	N/A	N/A
Gifts and Bequests	N/A	N/A	N/A
Bond Issues (project related)	N/A	N/A	N/A
Mortgages	N/A	N/A	N/A
Leases (fair market value)	1,661,575	N/A	1,661,575
Governmental Appropriations	N/A	N/A	N/A
Grants	N/A	N/A	N/A
Other Funds and Sources	N/A	N/A	N/A
TOTAL SOURCES OF FUNDS	3,344,175	N/A	3,344,175
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT-7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Related Project Costs

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

Land acquisition is related to project	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Purchase Price: \$	_____	
Fair Market Value: \$	_____	

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

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

Estimated start-up costs and operating deficit cost is \$ 69,237.

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, 2015

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

State Agency Submittals

Are the following submittals up to date as applicable:

Cancer Registry

APORS

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

All reports regarding outstanding permits

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

Cost Space Requirements

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

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

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

CERTIFICATION

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

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

This Application for Permit is filed on the behalf of Fresenius Medical Care Monmouth, 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.

[Handwritten Signature]

SIGNATURE

~~Mark Fawcett~~
Vice President & Treasurer

PRINTED TITLE

[Handwritten Signature]

SIGNATURE

Bryan Merino

PRINTED NAME

Asst Treasurer

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 31 day of Oct 2012

Notarization:
Subscribed and sworn to before me
this 31 day of Oct 2012

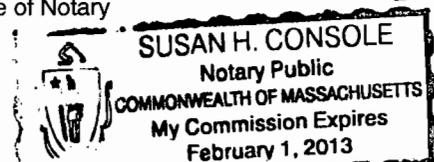
[Handwritten Signature]

Signature of Notary

Seal

Signature of Notary

Seal



*Insert EXACT legal name of the applicant

CERTIFICATION

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

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

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

[Handwritten Signature]

SIGNATURE

PRINTED NAME Mark Fawcett
Vice President & Asst. Treasurer

PRINTED TITLE

[Handwritten Signature]

SIGNATURE

PRINTED NAME Bryan Muro

Asst Treasurer

PRINTED TITLE

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

Notarization:
Subscribed and sworn to before me
this 31 day of Oct 2012

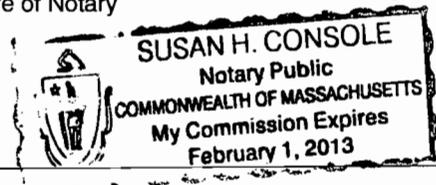
[Handwritten Signature]

Signature of Notary

Seal

Signature of Notary

Seal



*Insert EXACT legal name of the applicant

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

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

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

READ THE REVIEW CRITERION and provide the following required information:

BACKGROUND OF APPLICANT

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

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

PURPOSE OF PROJECT

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.
2. Define the planning area or market area, or other, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed, as applicable and appropriate for the project. [See 1110.230(b) for examples of documentation.]
4. Cite the sources of the information provided as documentation.
5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.
6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals **as appropriate**.

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

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

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

ALTERNATIVES

- 1) Identify **ALL** of the alternatives to the proposed project:

Alternative options **must** include:

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

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

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

Criterion 1110.234 - Project Scope, Utilization, and Unfinished/Shell Space

READ THE REVIEW CRITERION and provide the following information:

SIZE OF PROJECT:

1. Document that the amount of physical space proposed for the proposed project is necessary and not excessive. **This must be a narrative.**
2. If the gross square footage exceeds the BGSF/DGSF standards in Appendix B, justify the discrepancy by documenting one of the following::
 - a. Additional space is needed due to the scope of services provided, justified by clinical or operational needs, as supported by published data or studies;
 - b. The existing facility's physical configuration has constraints or impediments and requires an architectural design that results in a size exceeding the standards of Appendix B;
 - c. The project involves the conversion of existing space that results in excess square footage.

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

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?

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

PROJECT SERVICES UTILIZATION:

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

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

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

UTILIZATION					
	DEPT./ SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MET STANDARD?
YEAR 1					
YEAR 2					

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

UNFINISHED OR SHELL SPACE: NOT APPLICABLE – THERE IS NO UNFINISHED SHELLSPACE

Provide the following information:

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

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

ASSURANCES: NOT APPLICABLE – THERE IS NO UNFINISHED SHELL SPACE

Submit the following:

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

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

G. Criterion 1110.1430 - In-Center Hemodialysis

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	12

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:**

<u>1,682,600</u>	<p>a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:</p> <ol style="list-style-type: none"> 1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and 2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion;
<u>N/A</u>	<p>b) Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.</p>
<u>N/A</u>	<p>c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;</p>
<u>1,661,575</u>	<p>d) Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including:</p> <ol style="list-style-type: none"> 1) For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated; 2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate; 3) For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.; 4) For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment; 5) For any option to lease, a copy of the option, including all terms and conditions.
<u>N/A</u>	<p>e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent;</p>
<u>N/A</u>	<p>f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;</p>
<u>N/A</u>	<p>g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.</p>
<u>3,344,175</u>	TOTAL FUNDS AVAILABLE

IX. 1120.130 - Financial Viability

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

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:				
Current Ratio	APPLICANT MEETS THE FINANCIAL VIABILITY WAIVER CRITERIA IN THAT ALL OF THE PROJECTS CAPITAL EXPENDITURES ARE COMPLETELY FUNDED THROUGH INTERNAL SOURCES, THEREFORE NO RATIOS ARE PROVIDED.			
Net Margin Percentage				
Percent Debt to Total Capitalization				
Projected Debt Service Coverage				
Days Cash on Hand				
Cushion Ratio				

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

2. Variance **NOT APPLICABLE**

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

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 Mod.		Gross Sq. Ft. New Circ.*		Gross Sq. Ft. Mod. Circ.*		Const. \$ (A x C)	Mod. \$ (B x E)	
Contingency									
TOTALS									

* Include the percentage (%) of space for circulation

D. Projected Operating Costs

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

E. Total Effect of the Project on Capital Costs

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

APPEND DOCUMENTATION AS ATTACHMENT 42, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM

XI. Safety Net Impact Statement

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

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

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

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

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

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

Medicaid (revenue)			
Inpatient			
Outpatient			
Total			

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

XII. Charity Care Information

Charity Care information MUST be furnished for ALL projects.

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

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

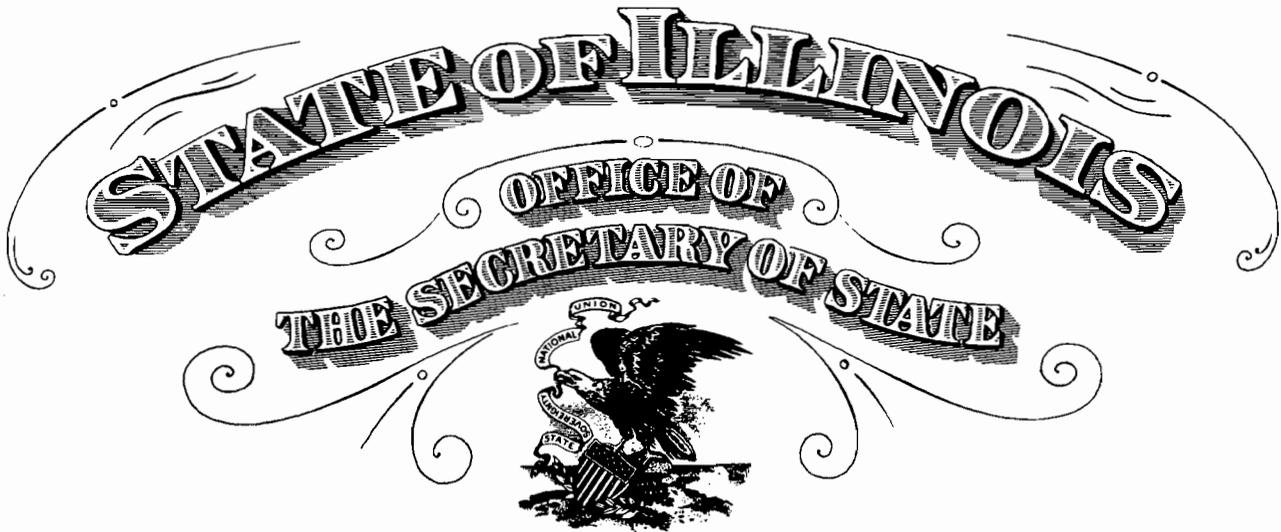
A table in the following format must be provided for all facilities as part of Attachment 44.

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

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

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

INDEX OF ATTACHMENTS		
ATTACHMENT NO.		PAGES
1	Applicant/Co-applicant Identification including Certificate of Good Standing	22-23
2	Site Ownership	24-30
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	31
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	32
5	Flood Plain Requirements	33-34
6	Historic Preservation Act Requirements	35
7	Project and Sources of Funds Itemization	36-37
8	Obligation Document if required	38
9	Cost Space Requirements	39
10	Discontinuation	
11	Background of the Applicant	40-47
12	Purpose of the Project	48
13	Alternatives to the Project	49-51
14	Size of the Project	52
15	Project Service Utilization	53
16	Unfinished or Shell Space	
17	Assurances for Unfinished/Shell Space	
18	Master Design Project	
19	Mergers, Consolidations and Acquisitions	
	Service Specific:	
20	Medical Surgical Pediatrics, Obstetrics, ICU	
21	Comprehensive Physical Rehabilitation	
22	Acute Mental Illness	
23	Neonatal Intensive Care	
24	Open Heart Surgery	
25	Cardiac Catheterization	
26	In-Center Hemodialysis	54-81
27	Non-Hospital Based Ambulatory Surgery	
28	General Long Term Care	
29	Specialized Long Term Care	
30	Selected Organ Transplantation	
31	Kidney Transplantation	
32	Subacute Care Hospital Model	
33	Post Surgical Recovery Care Center	
34	Children's Community-Based Health Care Center	
35	Community-Based Residential Rehabilitation Center	
36	Long Term Acute Care Hospital	
37	Clinical Service Areas Other than Categories of Service	
38	Freestanding Emergency Center Medical Services	
	Financial and Economic Feasibility:	
39	Availability of Funds	82-88
40	Financial Waiver	89
41	Financial Viability	
42	Economic Feasibility	90-94
43	Safety Net Impact Statement	95-96
44	Charity Care Information	97-104
	Appendix 1 – MapQuest Travel Times	105
	Appendix 2 – Physician Referral Letters & Patient Referrals	106-113



To all to whom these Presents Shall Come, Greeting:

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

FRESENIUS MEDICAL CARE MONMOUTH, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON OCTOBER 12, 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 FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 19TH day of OCTOBER A.D. 2012 .



Jesse White

Authentication #: 1229302366

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

SECRETARY OF STATE

Certificate of Good Standing
ATTACHMENT - 1

Co-Applicant Identification

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

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

Type of Ownership of Applicant/Co-Applicant

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

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

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

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: <i>Pekin 1.0 LLC</i>
Address of Site Owner: <i>10531 Timberwood Circle, Suite D</i>
Street Address or Legal Description of Site: <i>1225 N Main Street, Monmouth, IL 61462</i>

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



Cushman & Wakefield of
 Illinois, Inc.
 455 N. Cityfront Plaza Drive
 Suite 2800
 Chicago, IL 60611-5555
 (312) 470-1800 Tel
 (312) 470-3800 Fax
 www.cushwake.com

October 22, 2012

Chad Middendorf
 10531 Timberwood Circle, Suite D
 Louisville, KY 40223

RE: **Fresenius Medical Care Monmouth, LLC.**
Letter of Intent – Monmouth, IL

Dear Chad,

Cushman & Wakefield has been exclusively authorized by Fresenius Medical Care Monmouth, LLC a wholly owned subsidiary of Fresenius Medical Care Holdings, Inc. d/b/a Fresenius Medical Care North America (“FMCNA”) to present the following letter of intent to lease space from your company.

FMCNA is the world’s leading provider of dialysis products and services. The company manages in excess of 3,500 kidney dialysis clinics and 50 billing centers and regional offices throughout North America.

LANDLORD: Pekin 1.0 LLC
 10531 Timberwood Circle, Suite D
 Louisville, KY 4022

TENANT: Fresenius Medical Care Monmouth, LLC

LOCATION: 1225 N Main St.
 Monmouth, IL 61462

INITIAL SPACE REQUIREMENTS: Approximately 7,000 contiguous usable square feet.

FRESENIUS MEDICAL CARE MONMOUTH, LLC may have the need and therefore must have the option to increase or decrease the area by up to ten percent (10%) until approval of final construction drawings.

PRIMARY TERM: An initial lease term of fifteen (15) years. The Lease and rent would commence on the date that the facility starts treating patients. For purposes of establishing an actual occupancy date, both parties will execute an amendment after occupancy has occurred, setting forth dates for purposes of calculations, notices, or other events in the Lease that may be tied to a commencement date.

DELIVERY OF PREMISES: Landlord shall deliver the Premises to FRESENIUS MEDICAL CARE MONMOUTH, LLC for completion of the Tenant Improvements upon substantial completion of the shell.

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

OPTIONS TO RENEW:

Three (3), five (5) year options to renew the Lease. Option rental rates shall be based upon the lower of Fair Market Value or the increase in the Consumer Price Index over the previous five years, capped at 2.5% per year. FRESENIUS MEDICAL CARE MONMOUTH, LLC shall provide sixty (60) days' prior written notification of its desire to exercise the option.

RENTAL RATE:

\$19.75 per usable square foot

ESCALATION:

10% increase in years 6 and 11.

TENANT ALLOWANCE:

Please see Building Shell Exhibit. *(See attached file: Building Shell Exhibit (Existing Space) 09-15-2011.pdf)*

CONCESSIONS:

A rent free period of 3 months upon commencement.

USE:

FRESENIUS MEDICAL CARE MONMOUTH, LLC shall use and occupy the Premises for the purpose of an outpatient dialysis facility and related office uses and for no other purposes except those authorized in writing by Landlord, which shall not be unreasonably withheld, conditioned or delayed. FRESENIUS MEDICAL CARE MONMOUTH, LLC may operate on the Premises, at FRESENIUS MEDICAL CARE MONMOUTH, LLC 's option, on a seven (7) days a week, twenty-four (24) hours a day basis, subject to zoning and other regulatory requirements.

DEMISED PREMISES

SHELL:

Landlord is responsible for delivery a shell building in conformance with FRESENIUS MEDICAL CARE MONMOUTH, LLC 's specifications attached as *(See attached file: Building Shell Exhibit (Existing Space) 09-15-2011.pdf)*

**CONTRACTOR FOR
TENANT IMPROVEMENTS:**

FRESENIUS MEDICAL CARE MONMOUTH, LLC will hire a contractor and/or subcontractors of their choosing to complete their tenant improvements utilizing the tenant allowance. FRESENIUS MEDICAL CARE MONMOUTH, LLC shall be responsible for the implementation and management of the tenant improvement construction and will not be responsible to pay for Landlord's project manager, if any.

HVAC:

Landlord will provide HVAC service to the space to meet FRESENIUS MEDICAL CARE MONMOUTH, LLC 's requirements as outlined in Exhibit A. FRESENIUS MEDICAL CARE MONMOUTH, LLC requires HVAC service 24 hours per day, 7 days per week. *(See attached file: Building Shell Exhibit (Existing Space) 09-15-2011.pdf)*

DELIVERIES:

FRESENIUS MEDICAL CARE MONMOUTH, LLC requires delivery access to the Premises 24 hours per day, 7 days per week.

EMERGENCY GENERATOR:

FRESENIUS MEDICAL CARE MONMOUTH, LLC shall have the right, at its cost, to install an emergency generator to service the Premises in a location to be mutually agreed upon between the parties.

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

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

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

**PRELIMINARY
IMPROVEMENT PLAN:**

At this time, please provide AutoCAD files that include one-eight inch scale architectural drawings of the proposed demised premises and detailed building specifications.

PARKING:

Landlord will provide a parking ratio of 5 per 1,000 RSF with as many of those spaces as possible to be directly in front of the building for patient use. FRESENIUS MEDICAL CARE MONMOUTH, LLC shall require that 10% of the parking (**specify number**) be designated handicapped spaces plus one ambulance space (cost to designate parking spaces to be at Landlord's sole cost and expense).

BUILDING CODES:

FRESENIUS MEDICAL CARE MONMOUTH, LLC requires that the site, shell and all interior structures constructed or provided by the Landlord to meet all local, State, and Federal building code requirements, including all provisions of ADA.

**CORPORATE
IDENTIFICATION:**

Tenant shall have signage rights in accordance with local code.

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

Tenant shall be responsible for all Real Estate Taxes and Operating Expenses associate with the building.

**ASSIGNMENT/
SUBLETTING:**

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

MAINTENANCE:

Landlord shall, without expense to Tenant, maintain and make all necessary repairs to the exterior portions and structural portions of the Building to keep the building weather and water tight and structurally sound including, without limitation: foundations, structure, load bearing walls, exterior walls, doors and windows, the roof and roof supports, columns, retaining walls, gutters, downspouts, flashings, footings as well as any elevators, water mains, gas and sewer lines, sidewalks, private roadways, landscape, parking areas, common areas, and loading docks, if any, on or appurtenant to the Building or the Premises.

With respect to the parking and other exterior areas of the Building and subject to reasonable reimbursement by Tenant, Landlord shall perform the

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

following, pursuant to good and accepted business practices throughout the term: repainting the exterior surfaces of the building when necessary, repairing, resurfacing, repaving, re-striping, and resealing, of the parking areas; repair of all curbing, sidewalks and directional markers; removal of snow and ice; landscaping; and provision of adequate lighting during all hours of darkness that Tenant shall be open for business.

Tenant shall maintain and keep the interior of the Premises in good repair, free of refuse and rubbish and shall return the same at the expiration or termination of the Lease in as good condition as received by Tenant, ordinary wear and tear, and damage or destruction by fire, flood, storm, civil commotion or other unavoidable causes excepted. Tenant shall be responsible for maintenance and repair of Tenant's equipment in the Premises.

UTILITIES:

Tenant shall pay all charges for water, electricity, gas, telephone and other utility services furnished to the Premises. Tenant shall receive all savings, credits, allowances, rebates or other incentives granted or awarded by any third party as a result of any of Tenant's utility specifications in the Premises. Landlord agrees to bring water, electricity, gas and sanitary sewer to the Premises in sizes and to the location specified by Tenant and pay for the cost of meters to meter their use. Landlord shall pay for all impact fees and tapping fees associated with such utilities.

SURRENDER:

At any time prior to the expiration or earlier termination of the Lease, Tenant may remove any or all the alterations, additions or installations, installed by or on behalf of Tenant, in such a manner as will not substantially injure the Premises. Tenant agrees to restore the portion of the Premises affected by Tenant's removal of such alterations, additions or installations to the same condition as existed prior to the making of such alterations, additions, or installations. Upon the expiration or earlier termination of the Lease, Tenant shall turn over the Premises to Landlord in good condition, ordinary wear and tear, damage or destruction by fire, flood, storm, civil commotion, or other unavoidable cause excepted. All alterations, additions, or installations not so removed by Tenant shall become the property of Landlord without liability on Landlord's part to pay for the same.

ZONING AND RESTRICTIVE COVENANTS:

Landlord confirms that the current property zoning is acceptable for the proposed use as an outpatient kidney dialysis clinic. There are no restrictive covenants imposed by the development, owner, and/or municipality that would in any way limit or restrict the operation of FRESINIUS MEDICAL CARE MONMOUTH, LLC's dialysis clinic

FLOOD PLAIN:

Landlord confirms that the property and premises is not in a Flood Plain.

CAPITALIZATION TEST:

Landlord will complete the attached Accounting Classification Form to ensure FRESINIUS MEDICAL CARE MONMOUTH, LLC is not entering into a capitalized lease arrangement.

FINANCING:

Landlord will provide a non-disturbance agreement.

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

EXCLUSIVITY

Landlord will not, during the term of the Lease and any option terms, lease space in a 5 mile radius to any other provider of hemodialysis services.

ENVIRONMENTAL:

Landlord confirms that there is no asbestos present in the building and that there are no contaminants or environmental hazards in or on the property. A Phase One Environmental Study has been conducted and has been made available for FRESINIUS MEDICAL CARE MONMOUTH, LLC 's review. Landlord also confirms that no other tenants or their activities present issues as to the generation of hazardous materials.

DRAFT LEASE:

FRESINIUS MEDICAL CARE MONMOUTH, LLC requires the use of its Standard Form Lease, which is attached.

BROKERAGE FEE:

Cushman & Wakefield of Illinois, is the exclusive real estate services provider to FMCNA, its subsidiaries and affiliates. The Landlord will pay a market commission to Cushman & Wakefield of Illinois. The real estate commission shall be payable 50% upon lease execution and 50% upon occupancy. FRESINIUS MEDICAL CARE MONMOUTH, LLC and FMCNA shall retain the right to offset rent for failure to pay the real estate commission.

LEASE EXECUTION:

Both parties agree that they will make best efforts to reach a fully executed lease document within thirty days of the execution of this letter of intent.

LEASE SECURITY:

Fresenius Medical Holdings Corp shall fully guarantee the lease.

CONFIDENTIAL:

The material contained herein is confidential. It is intended for use of Landlord and Tenant solely in determining whether they desire to enter into a Lease, and it is not to be copied or discussed with any other person.

EXCLUSIVE NEGOTIATING PERIOD:

The parties agree that they will negotiate on an exclusive basis for a period of thirty (30) days from the execution of this document.

NON-BINDING NATURE:

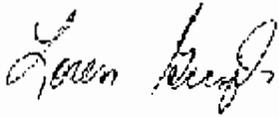
This proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive Lease agreement has been fully executed and delivered by the parties. The parties agree that this proposal is not intended to create any agreement or obligation by either party to negotiate a definitive Lease agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive, fully executed agreement, and without any liability to the other party, either party may (i) propose different terms from those summarized herein, (ii) enter into negotiations with other parties and/or (iii) unilaterally terminate all negotiations with the other party hereto.

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

If you are in agreement with these terms, please execute the document below and return a copy for our records.

You may email the proposal to loren.guzik@cushwake.com. Thank you for your time and cooperation in this matter, should you have any questions please call me at 312.470.1897.

Sincerely,



Loren Guzik
Senior Director
Office Group
Phone: 312-470-1897
Fax: 312-470-3800
e-mail: loren_guzik@cushwake.com

CC: Mr. Bill Popken

AGREED AND ACCEPTED this ____ day of _____, 2012

By: Chad Middendorf

Title: General Manager

AGREED AND ACCEPTED this ____ day of _____, 2012

By: _____

Title: _____

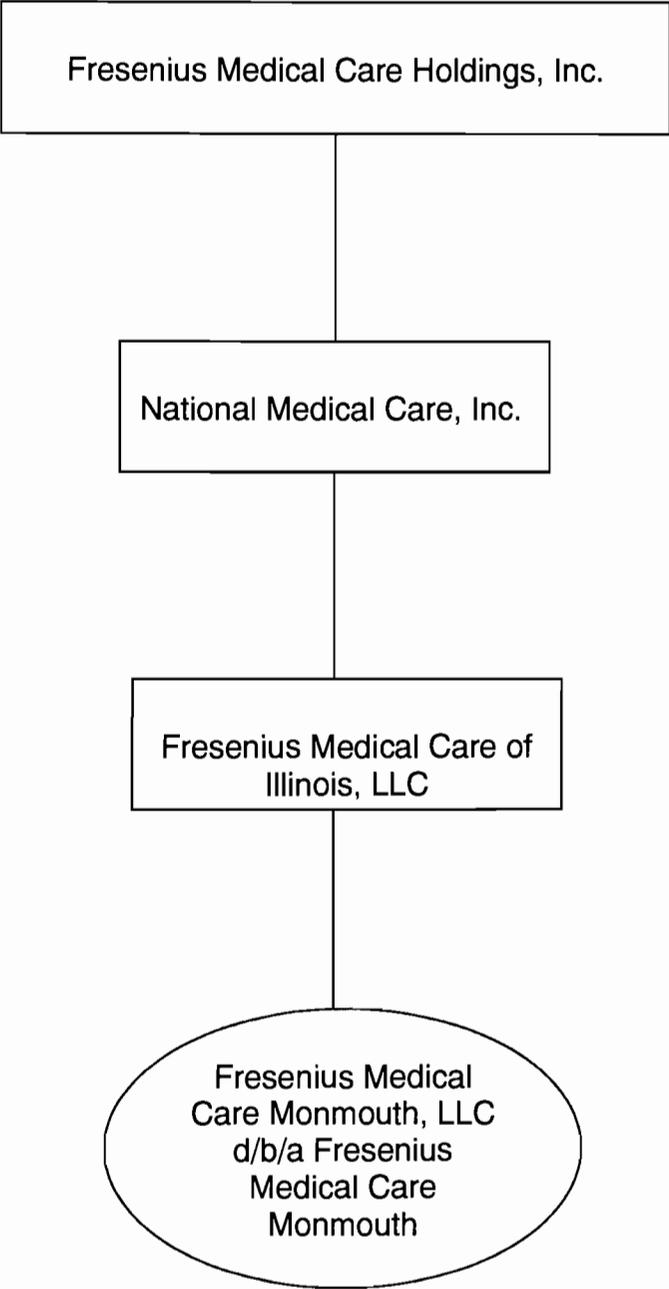
No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

Operating Identity/Licensee

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

Exact Legal Name: <i>Fresenius Medical Care Monmouth, LLC d/b/a Fresenius Medical Care Monmouth</i>				
Address: <i>920 Winter Street, Waltham, MA 02451</i>				
<input type="checkbox"/>	Non-profit Corporation	<input type="checkbox"/>	Partnership	
<input type="checkbox"/>	For-profit Corporation	<input type="checkbox"/>	Governmental	
<input checked="" type="checkbox"/>	Limited Liability Company	<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/> Other
<ul style="list-style-type: none">○ Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.○ Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.○ Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.				

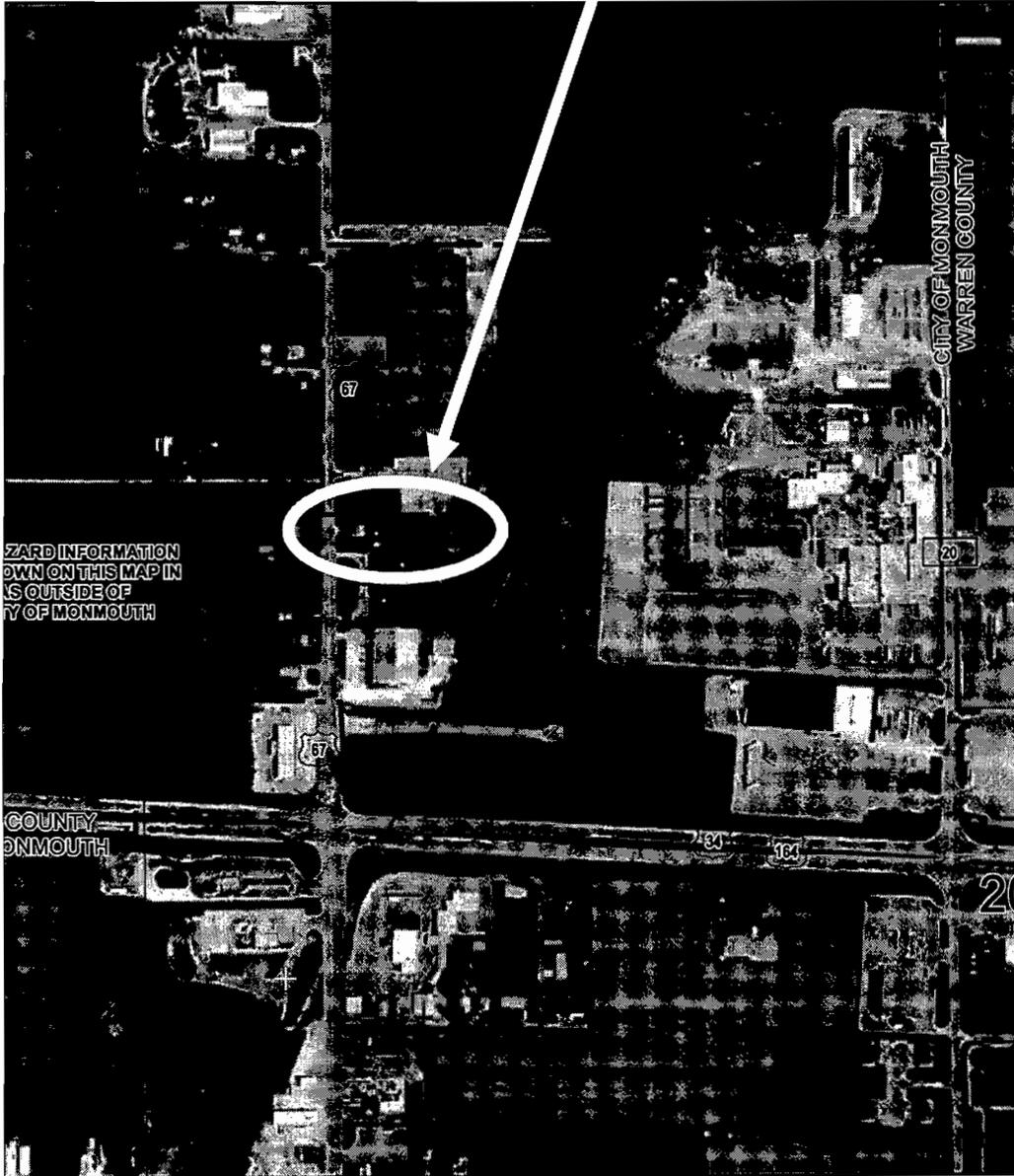
Certificate of Good Standing at Attachment – 1.



Flood Plain Requirements

The proposed site for the establishment of Fresenius Medical Care Monmouth complies with the requirements of Illinois Executive Order #2005-5. The site, 1225 N. Main Street, Monmouth, is not located in a flood plain as can be seen on the FEMA flood plain map on the following page.

1224 N. Main Street, Monmouth

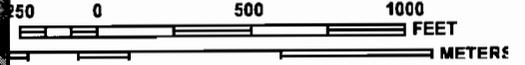


Hazard information shown on this map in areas outside of the City of Monmouth

Warren County
Monmouth



MAP SCALE 1" = 500'



NFIP PANEL 0002C

FIRM
FLOOD INSURANCE RATE MAP

CITY OF
MONMOUTH,
ILLINOIS
WARREN COUNTY

PANEL 2 OF 6
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
MONMOUTH, CITY OF	170676	0002	C

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
1706760002C
MAP REVISED
NOVEMBER 5, 2003

Federal Emergency Management Agency

NATIONAL FLOOD INSURANCE PROGRAM

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



**Illinois Historic
Preservation Agency**

FAX (217) 782-8161

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

Warren County
Monmouth

CON - Demolition and New Construction for Lease to Establish a 12 Station
Dialysis Clinic
1225 N. Main St.
IHPA Log #002110712

November 8, 2012

Jean Gibellin
Fresenius Medical Care
1 Westbrook Corporate Center, Suite 1000
Westchester, IL 60154

Dear Ms. Gibellin:

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
Deputy State Historic
Preservation Officer

SUMMARY OF PROJECT COSTS

Modernization Contracts

General Conditions	59,100
Temp Facilities, Controls, Cleaning, Waste Management	5,200
Concrete	15,300
Masonry	16,500
Metal Fabrications	8,800
Carpentry	92,200
Thermal, Moisture & Fire Protection	18,400
Doors, Frames, Hardware, Glass & Glazing	73,000
Walls, Ceilings, Floors, Painting	186,500
Specialities	16,400
Casework, FI Mats & Window Treatments	9,200
Piping, Sanitary Waste, HVAC, Ductwork, Roof Penetrations	375,000
Wiring, Fire Alarm System, Lighting	201,300
Miscellaneous Construction Costs	57,100
Total	1,134,000

Contingencies

Contingencies **\$124,320**

Architectural/Engineering

Architecture/Engineering Fees **\$125,580**

Movable or Other Equipment

Dialysis Chairs	\$19,500
Misc. Clinical Equipment	16,000
Clinical Furniture & Equipment	21,000
Office Equipment & Other Furniture	30,000
Water Treatment	100,000
TVs & Accessories	50,000
Telephones	12,000
Generator	30,000
Facility Automation	17,000
Other miscellaneous	3,200
Total	\$298,700

Fair Market Value Leased Space & Equipment

FMV Leased Space (7,000 GSF)	\$1,451,625
FMV Leased Dialysis Machines	201,950
FMV Leased Computers	8,000
Total	\$1,661,575

Project obligation will occur after permit issuance.

Cost Space Requirements

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

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
In-Center Hemodialysis	3,344,175		7,000		7,000		
Total Clinical	3,344,175		7,000		7,000		
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL	3,344,175		7,000		7,000		
APPEND DOCUMENTATION AS ATTACHMENT-9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.							

Fresenius Medical Care

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

The size of the company and range of services provides healthcare partners/employees and patients with an expansive range of resources from which to draw experience, knowledge and best practices. One advantage of our size is our ability to respond to natural disasters as noted in the articles on the following pages.

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

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

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

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

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

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

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

U.S. EDITION Tuesday, November 6, 2012 As of 5:23 PM EST

Subscribe Log In

November 6, 2012, 5:23 p.m. ET

Fresenius Medical Care Responds to Hurricane Sandy in the Mid-Atlantic Region

Nation's Leading Dialysis Provider Assures Continued Patient Care for Affected Areas

WALTHAM, Mass.--(BUSINESS WIRE)--November 06, 2012--

Although more than 100 Fresenius Medical Care North America (FMCNA) clinics in the mid-Atlantic region were affected by Hurricane Sandy last week, all but one have now resumed operations.

FMCNA, the nation's leading network of dialysis facilities, is pleased to report that all of its patients and employees are now accounted for and safe, even though many were personally affected by the storm, which caused power outages, widespread flooding and significant property damage.

Patients needing emergency help or information about specific dialysis clinics should call FMCNA's toll-free Patient Emergency Hotline: 1-800-626-1297.

The Fresenius Medical Care Disaster Response Team -- assisted by divisional, technical and regional employees, local governments and community organizations such as the Kidney Community Emergency Response (KCER) Coalition -- worked overtime to prepare for and respond to the storm. FMCNA and its partners continue to meet daily to coordinate a variety of critical activities, such as:

- Providing extra treatments to patients at clinics affected by the storm;
- Arranging treatments for patients served by closed clinics, including patients from other dialysis companies;
- Delivering generators, bottled water and warm meals to facilities and employees in need;
- Providing gasoline for employees' cars and personal generators across New Jersey and New York;
- Supplying motor homes equipped with personal supplies and generators to employees who lost homes or whose homes are not safe to occupy.

"We have taken extraordinary steps to ensure uninterrupted dialysis treatments for patients," said Bill Numbers, FMCNA Vice President of Operations Support and Incident Commander for Disaster Response and Planning. "Fortunately, our advance preparation for situations like this gave us a head start in planning how to respond quickly and effectively."

FMCNA's disaster response plan has been tested and validated many times in recent years, from Hurricanes Ike, Isaac and Katrina to tornados, floods and severe thunderstorms. When such events occur, FMCNA coordinates efforts across all levels of the company, ensuring the ability of staff to provide patients with dialysis treatments, equipment and supplies, medicines and lab services.

As a result, FMCNA was able to continue serving patients both during and after the storm, in some cases by arranging for them to receive treatment at alternative locations. The Fresenius Medical Care Harlem clinic in New York City, for instance, opened at 5 a.m. on Sunday before the storm to dialyze patients from southern Manhattan, whose usual clinics were closed by emergency officials. The Harlem clinic was able to offer uninterrupted patient care, in part, by providing hotel rooms and cab fare for employees.

"When we heard Sandy was going to hit Manhattan, everyone at Fresenius including, our regional vice president, area managers, medical directors, nephrologists, nurses, patient care technicians, support staff, technical group and educators - came together to ensure our patients were cared for," said Eriyn Tanzo, R.N., clinical manager at Fresenius Medical Care Harlem. "I'm so proud to work a company that truly cares about its patients and staff."

In New Jersey, FMCNA took the unusual step of bringing in a gasoline tanker to alleviate fuel shortages that were hindering its employees from driving to work. "This helps lift a major worry for our team," said Ananda Williams-Gray, R.N., area manager for Fresenius Medical Care. "We've been able to provide treatment for all our patients in the area without interruption, despite massive power outages and gas shortages. Our team doesn't have to wait two hours at a gas station; they can depend on Fresenius Medical Care for essentials, such as gas and power."

While storms and other natural disasters can be inconvenient and even life-threatening for entire communities, they pose an especially serious health threat to dialysis patients whose treatments are delayed by electrical power outages or inability to access their normal treatment locations. Patients with end-stage renal disease (ESRD) typically need dialysis treatment every two days to clean waste products from their blood, remove extra fluids and control their bodies' chemistry after their kidneys have failed.

For more information on FMCNA's natural disaster response efforts and important tips to help patients prepare for any emergency, visit FMCNA's Emergency Preparedness website.

About Fresenius Medical Care

Fresenius Medical Care (NYSE: FMS) is the world's leading company devoted to patient-centered renal therapy. Through more than 3,119 clinics in North America, Europe, Latin America, Asia-Pacific and Africa, we provide kidney dialysis treatments to approximately 253,000 patients worldwide. We are also the world's leading maker of dialysis products, such as dialysis machines, dialyzers and related disposable products. Chronic kidney failure is a condition that affects more than 2.1 million individuals worldwide. For more information about the company's more than 2,100 U.S. dialysis facilities, visit www.ultracare-dialysis.com (in English and Spanish). For more information about Fresenius Medical Care, visit www.fmc-ag.com or www.fmcna.com.

CONTACT: Media contact:
Loomis Group

Fresenius Medical Care Preparing for Hurricane Sandy Across the Northeast

Fresenius Medical Care Preparing for Hurricane Sandy Across the Northeast

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<http://www.renalbusiness.com/>

By:

Posted on: 10/29/2012

 Print

WALTHAM, Mass. —In anticipation of Hurricane Sandy, Fresenius Medical Care North America (FMCNA) has activated its Emergency Response Team to begin implementing plans to ensure continued patient care across the U.S. Northeast and Mid-Atlantic regions, which may be affected by the storm.

The Fresenius Medical Care Disaster Response Team, assisted by divisional, technical and regional employees, works closely with local governments and community organizations such as the Kidney Community Emergency Response (KICER) Coalition to prepare for and respond quickly to a variety of disasters. FMCNA and its partners are ready to deliver generators, fuel, bottled water and meals to facilities and employees affected by this storm. FMCNA staff is also providing extra treatment shifts for patients at clinics anticipated to be affected by Hurricane Sandy, including clinics that may be required to close by state officials.

Patients seeking help with emergency plans or more information about arranging alternate dialysis clinics should call FMCNA's toll-free Patient Emergency Hotline: 1-800-626-1297.

FMCNA recommends that dialysis patients have the following plans in place:

- **Keep emergency phone numbers handy.** When bad weather threatens, contact your local dialysis facility and follow their instructions
- **Have a disaster plan.** Talk to your doctor, dialysis care team and family about what you should do if a disaster strikes. Keep track of local weather forecasts
- **Gather emergency supplies.** Have a first-aid kit on hand, along with a flashlight (with extra batteries), blankets, battery-powered radio, cell phone, non-electric can opener and any necessary medications
- **Make sure you have a ride.** If you are an in-center patient, arrange for backup transportation to the clinic with a friend, neighbor or family member
- **Plan for power outages.** If you are a home dialysis patient and you lose power, follow the directions given to you by the home training staff for continuing dialysis in an emergency.
- **Adjust your insulin.** If you are diabetic, ask your doctor how to adjust your insulin dosage if severe flooding is forecast for your area.

While storms and other natural disasters can be inconvenient and even life-threatening for entire communities, they pose an especially serious health threat to dialysis patients whose treatments are delayed by electrical power outages or inability to access their normal treatment locations. Patients with end-stage renal disease (ESRD) typically need dialysis treatment every two days to clean waste products from their blood, remove extra fluids and control their bodies' chemistry after their kidneys have failed.

Most FMCNA dialysis clinics are equipped with emergency backup electrical generators to ensure that critical patient care continues in the event of a power outage. If necessary, dialysis treatments also can be provided at alternate facilities for patients—including those from other dialysis companies—whose regular clinics are temporarily unavailable.

"Advance preparation helps us to ensure uninterrupted dialysis treatments for our patients," said Bill Numbers, FMCNA vice president of Operations Support and Incident Commander for Disaster Response and Planning. "FMCNA's resources and national partnerships give us the ability to coordinate the delivery of resources from across the country to any locale within hours of a disaster."

FMCNA's disaster response plan has been tested and validated many times in recent years, from Hurricanes Ike, Isaac and Katrina to tornados, floods and severe thunderstorms. When such events occur, FMCNA coordinates efforts across all levels of the company, ensuring the ability of staff to provide patients with dialysis treatments, equipment and supplies, medicines and lab services.

For more information on FMCNA's natural disaster response efforts and important tips to help patients prepare for any emergency, visit [FMCNA's Emergency Preparedness website](#).

October 12, 2012

Courtney Avery
Administrator
Illinois Health Facilities & Services Review Board
525 West Jefferson, 2nd Floor
Springfield, IL 62761

Dear Ms. Avery:

I am the Regional Vice President at Fresenius Medical Care who will be responsible for the Fresenius Medical Care Monmouth dialysis facility. It is Fresenius Medical Care's policy to accept all patients regardless of their ability to pay for services and this policy will be in effect at the Monmouth facility. Also, Fresenius Medical Care's Medical Staff Bylaws, which pertain to all staff including Medical Directors and referring physicians, state that all physicians must agree to treat every patient regardless of their ability to pay.

Sincerely,


Richard Stotz
Regional Vice President

Notarization:

Subscribed and sworn to before me
this 12th day of OCTOBER 2012


Signature of Notary

Seal



Charity Care Certification
ATTACHMENT - 11

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

Clinic	Provider #	Address	City	Zip	Fac >10% Medicaid Treatments*
Alsip	14-2630	12250 S. Cicero Ave Ste. #105	Alsip	60803	
Antioch	14-2673	311 Depot St., Ste. H	Antioch	60002	10.0%
Aurora	14-2515	455 Mercy Lane	Aurora	60506	10.0%
Austin Community	14-2653	4800 W. Chicago Ave., 2nd Fl.	Chicago	60651	12.0%
Berwyn	14-2533	2601 S. Harlem Avenue, 1st Fl.	Berwyn	60402	15.0%
Blue Island	14-2539	12200 S. Western Avenue	Blue Island	60406	11.6%
Bolingbrook	14-2605	538 E. Boughton Road	Boilingbrook	60440	10.5%
Breese		160 N. Main Street	Breese	62230	
Bridgeport	14-2524	825 W. 35th Street	Chicago	60609	27.7%
Burbank	14-2641	4811 W. 77th Street	Burbank	60459	12.6%
Carbondale	14-2514	725 South Lewis Lane	Carbondale	62901	
Champaign	14-2588	1405 W. Park Street	Champaign	61801	
Chatham		333 W. 87th Street	Chicago	60620	N/A
Chicago Dialysis	14-2506	820 West Jackson Blvd.	Chicago	60607	42.9%
Chicago Westside	14-2681	1340 S. Damen	Chicago	60608	42.7%
Cicero		3030 S. Cicero	Chicago	60804	N/A
Congress Parkway	14-2631	3410 W. Van Buren Street	Chicago	60624	29.9%
Crestwood	14-2538	4861W. Cal Sag Road	Crestwood	60445	
Decatur East	14-2503	1830 S. 44th St.	Decatur	62521	
Deerfield	14-2710	405 Lake Cook Road	Deerfield	60015	
Des Plaines		1625 Oakton Place	Des Plaines	60018	N/A
Downers Grove	14-2503	3825 Highland Ave., Ste. 102	Downers Grove	60515	
DuPage West	14-2509	450 E. Roosevelt Rd., Ste. 101	West Chicago	60185	15.4%
DuQuoin	14-2595	100-200 E. Grantway Avenue	DuQuoin	62832	
East Peoria	14-2562	3300 North Main Street	East Peoria	61611	
Elgin	14-2726	2130 Point Boulevard	Elgin	60123	27.3%
Elk Grove	14-2507	901 Biesterfeld Road, Ste. 400	Elk Grove	60007	10.4%
Elmhurst	14-2612	133 E. Brush Hill Road, Suite 4	Elmhurst	60126	
Evanston	14-2621	2953 Central Street, 1st Floor	Evanston	60201	12.3%
Evergreen Park	14-2545	9730 S. Western Avenue	Evergreen Park	60805	12.9%
Fairview Heights		821 Lincoln Highway	Fairview Heights	62208	
Garfield	14-2555	5401 S. Wentworth Ave.	Chicago	60609	21.1%
Glendale Heights	14-2617	520 E. North Avenue	Glendale Heights	60139	18.4%
Glenview	14-2551	4248 Commercial Way	Glenview	60025	11.1%
Greenwood	14-2601	1111 East 87th St., Ste. 700	Chicago	60619	20.5%
Gurnee	14-2549	101 Greenleaf	Gurnee	60031	25.3%
Hazel Crest	14-2607	17524 E. Carriageway Dr.	Hazel Crest	60429	
Hoffman Estates	14-2547	3150 W. Higgins, Ste. 190	Hoffman Estates	60195	15.6%
Jackson Park	14-2516	7531 South Stony Island Ave.	Chicago	60649	33.1%
Joliet		721 E. Jackson Street	Joliet	60432	N/A
Kewanee	14-2578	230 W. South Street	Kewanee	61443	12.5%
Lake Bluff	14-2669	101 Waukegan Rd., Ste. 700	Lake Bluff	60044	10.0%
Lakeview	14-2679	4008 N. Broadway, St. 1200	Chicago	60613	20.7%
Lincolnland		1112 Centre West Drive	Springfield	62704	
Logan Square		2734 N. Milwaukee Avenue	Chicago	60647	N/A
Lombard	14-2722	1940 Springer Drive	Lombard	60148	
Macomb	14-2591	523 E. Grant Street	Macomb	61455	
Marquette Park	14-2566	6515 S. Western	Chicago	60636	18.9%
McHenry	14-2672	4312 W. Elm St.	McHenry	60050	
McLean Co	14-2563	1505 Eastland Medical Plaza	Bloomington	61704	
Melrose Park	14-2554	1111 Superior St., Ste. 204	Melrose Park	60160	20.9%
Merrionette Park	14-2667	11630 S. Kedzie Ave.	Merrionette Park	60803	
Metropolis	14-2705	20 Hospital Drive	Metropolis	62960	
Midway	14-2713	6201 W. 63rd Street	Chicago	60638	
Mokena	14-2689	8910 W. 192nd Street	Mokena	60448	
Morris	14-2596	1401 Lakewood Dr., Ste. B	Morris	60450	
Mundelein	14-2731	1400 Townline Road	Mundelein	60060	
Naperbrook		2451 S Washington	Naperville	60565	N/A
Naperville	14-2543	100 Spalding Drive Ste. 108	Naperville	60566	
Naperville North	14-2678	516 W. 5th Ave.	Naperville	60563	
Niles	14-2500	7332 N. Milwaukee Ave	Niles	60714	
Norridge	14-2521	4701 N. Cumberland	Norridge	60656	10.8%

Facility List

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

Clinic	Provider #	Address	City	Zip	Fac >10% Medicaid Treatments*
North Avenue	14-2602	911 W. North Avenue	Melrose Park	60160	
North Kilpatrick	14-2501	4800 N. Kilpatrick	Chicago	60630	25.0%
Northcenter	14-2531	2620 W. Addison	Chicago	60618	25.0%
Northfield		480 Central Avenue	Northfield	60093	N/A
Northwestern University	14-2597	710 N. Fairbanks Court	Chicago	60611	10.0%
Oak Forest		5340A West 159th Street	Oak Forest	60452	N/A
Oak Park	14-2504	773 W. Madison Street	Oak Park	60302	10.7%
Orland Park	14-2550	9160 W. 159th St.	Orland Park	60462	
Oswego	14-2677	1051 Station Drive	Oswego	60543	
Ottawa	14-2576	1601 Mercury Circle Drive, Ste. 3	Ottawa	61350	
Palatine	14-2723	691 E. Dundee Road	Palatine	60074	
Pekin	14-2571	600 S. 13th Street	Pekin	61554	
Peoria Downtown	14-2574	410 W Romeo B. Garrett Ave.	Peoria	61605	
Peoria North	14-2613	10405 N. Juliet Court	Peoria	61615	
Plainfield	14-2707	2320 Michas Drive	Plainfield	60544	
Polk	14-2502	557 W. Polk St.	Chicago	60607	19.3%
Pontiac	14-2611	804 W. Madison St.	Pontiac	61764	
Prairie	14-2569	1717 S. Wabash	Chicago	60616	10.9%
Randolph County	14-2589	102 Memorial Drive	Chester	62233	
River Forest	14-2735	103 Forest Avenue	River Forest	60305	
Rogers Park	14-2522	2277 W. Howard St.	Chicago	60645	19.8%
Rolling Meadows	14-2525	4180 Winnetka Avenue	Rolling Meadows	60008	11.3%
Roseland	14-2690	135 W. 111th Street	Chicago	60628	25.4%
Ross-Englewood	14-2670	6333 S. Green Street	Chicago	60621	19.4%
Round Lake	14-2616	401 Nippersink	Round Lake	60073	11.1%
Saline County	14-2573	275 Small Street, Ste. 200	Harrisburg	62946	
Sandwich	14-2700	1310 Main Street	Sandwich	60548	
Skokie	14-2618	9801 Wood Dr.	Skokie	60077	
South Chicago	14-2519	9200 S. Chicago Ave.	Chicago	60617	17.9%
South Deering		10559 S. Torrence Ave.	Chicago	60617	N/A
South Holland	14-2542	17225 S. Paxton	South Holland	60473	
South Shore	14-2572	2420 E. 79th Street	Chicago	60649	17.6%
Southside	14-2508	3134 W. 76th St.	Chicago	60652	24.0%
South Suburban	14-2517	2609 W. Lincoln Highway	Olympia Fields	60461	
Southwestern Illinois	14-2535	5-9 Professional Drive	Alton	62002	
Spoon River	14-2565	340 S. Avenue B	Canton	61520	
Spring Valley	14-2564	12 Wolfer Industrial Drive	Spring Valley	61362	
Steger	14-2725	219 E. 34th Street	Steger	60475	
Streator	14-2695	2356 N. Bloomington Street	Streator	61364	
Uptown	14-2692	4720 N. Marine Dr.	Chicago	60640	28.4%
Waukegan Harbor	14-2727	101 North West Street	Waukegan	60085	
West Batavia	14-2729	2580 W. Fabyan Parkway	Batavia	60510	
West Belmont	14-2523	4943 W. Belmont	Chicago	60641	37.5%
West Chicago	14-2702	1859 N. Neltnor	West Chicago	60185	14.3%
West Metro	14-2536	1044 North Mozart Street	Chicago	60622	26.2%
West Suburban	14-2530	518 N. Austin Blvd., 5th Floor	Oak Park	60302	17.7%
West Willow	14-2730	1444 W. Willow	Chicago	60620	12.5%
Westchester	14-2520	2400 Wolf Road, Ste. 101A	Westchester	60154	
Williamson County	14-2627	900 Skyline Drive, Ste. 200	Marion	62959	
Willowbrook	14-2632	6300 S. Kingery Hwy, Ste. 408	Willowbrook	60527	

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

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

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

Certification & Authorization

Fresenius Medical Care Monmouth, LLC

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

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

By: [Signature]

By: [Signature]

ITS: Mark Fawcett
Vice President & Treasurer

ITS: Asst. Treasurer

Notarization:
Subscribed and sworn to before me
this 31 day of Oct, 2012

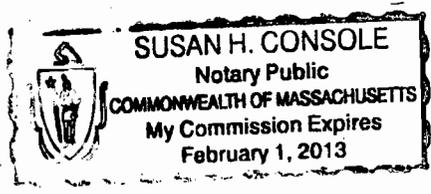
Notarization:
Subscribed and sworn to before me
this 31 day of Oct, 2012

[Signature]
Signature of Notary

[Signature]
Signature of Notary

Seal

Seal



Certification & Authorization

Fresenius Medical Care Holdings, Inc.

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

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

By: [Signature]

By: [Signature]

ITS: Mark Fawcett
Vice President & Asst. Treasurer

ITS: ASS: TREASURER

Notarization:
Subscribed and sworn to before me
this 31 day of Oct, 2012

Notarization:
Subscribed and sworn to before me
this 31 day of Oct, 2012

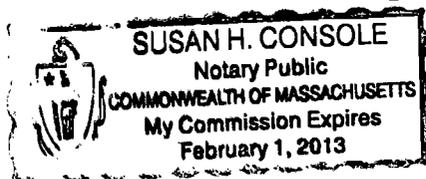
[Signature]

Signature of Notary

Signature of Notary

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Seal



Criterion 1110.230 – Purpose of Project

1. The purpose of this project is to make dialysis services accessible to a growing ESRD population in Warren County in HSA 2, more specifically the Monmouth/Galesburg area. Western IL Kidney Center (WIKC) is the only facility within 30 minutes travel time of the proposed facility and it is currently at 87% utilization despite the recent addition of 2 stations. This results in little shift choice for area patients because the first two shifts are the most preferred and heavily utilized. At 87% utilization there are only a few treatment times available on the 3rd shift of the day for those patients new to dialysis. The establishment of Fresenius Medical Care Monmouth will provide patients with a wide range of shift choices and will alleviate the high utilization at WIKC by establishing a clinic closer in proximity to where the Monmouth patients live.
2. The market area that Fresenius Medical Care Monmouth will serve is primarily the Monmouth/Galesburg area in addition to the surrounding counties of Knox, Henderson, Peoria and Fulton.
3. The one facility within the 30 minute travel time is the WIKC in Galesburg. At 87% utilization, there are practically no treatment times available. As the clinic admits more patients the facility will run out of treatment times all together. Residents who need dialysis treatment in the Monmouth area currently travel up to 20 miles or more to get to the Galesburg facility. This clinic will soon be full and area patients will not have access to treatment as the next closest clinics are well over 25 miles and over 30 minutes away. The establishment of the Monmouth facility in this rural community will provide the area patients with access and treatment shift choice.
4. Clinic utilization is obtained from the IHFSRB for the 3rd Quarter 2012. Pre-ESRD patients for the market area were obtained from Dr. Srinivasan and Renal Care Associates.
5. The goal of Fresenius Medical Care is to keep dialysis access available to this patient population. There is no direct empirical evidence relating to this project other than that when chronic care patients have adequate access to services, it tends to reduce overall healthcare costs and results in less complications. It is expected that this facility would maintain the same quality outcomes as the overall average of all Fresenius Medical Care facilities as listed below:
 - 94% of patients had a URR \geq 65%
 - 96% of patients had a Kt/V \geq 1.2

Alternatives

1) All Alternatives

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

The only option that would entail a lesser scope and cost than the project proposed in this application would be to do nothing. This alternative was rejected because the only facility currently within the 30 minute travel time that serves Warren County is Western IL Kidney Center in Galesburg. This facility is at 87% utilization and rising, even after adding two stations. This greatly limits treatment time choices for new patients and as it reaches capacity **there will be no access to treatment** within 30 minutes. There is no monetary cost associated with this alternative.

B. Pursuing a joint venture or similar arrangement with one or more providers of entities to meet all or a portion of the project's intended purposes' developing alternative settings to meet all or a portion of the project's intended purposes.

The preferred Fresenius model of ownership is for our facilities to be wholly owned, however we do enter into joint ventures on occasion. Fresenius Medical Care always maintains control of the governance, assets and operations of a facility it enters into a joint venture agreement with. Our healthy financial position and abundant liquidity indicate that that we have the ability to support the development of additional dialysis centers. Fresenius Medical Care has more than adequate capability to meet all of its expected financial obligations and does not require any additional funds to meet expected project costs, however this project is structured so that if physicians would want to invest in the future, they would be able to do so.

C. Utilizing other health care resources that are available to serve all or a portion of the population proposed to be served by the project

The alternative of sending Dr. Srinivasan's 99 Pre-ESRD patients to other facilities in the area for dialysis services is not reasonable for the patients who live in the Monmouth/Galesburg market because there **simply are no facilities within 30 minutes with excess capacity**. The only facility serving this market is currently at 87% utilization and can only admit 10 more patients before reaching capacity. There is no cost to this alternative.

D. Reasons why the chosen alternative was selected

The ideal alternative is to keep access to dialysis services available in the Monmouth/Galesburg area. While this is the most costly alternative, the expense is to Fresenius Medical Care only, while the patients will benefit from a geographically closer location with continued access and an additional choice of treatment times. The cost of this project is \$3,344,175.

2) Comparison of Alternatives

	Total Cost	Patient Access	Quality	Financial
Maintain Status Quo	\$0	Gradual decline in patient access as the Western IL Kidney Center continues to grow past its current 87% utilization with identified pre-ESRD patients of Dr. Srinivasan.	Patient clinical quality should remain the same at area clinics. More missed treatments if patients have to drive out of their area for services leading to declining quality of life.	No effect on patients except for higher transportation costs driving in excess of 50 miles round trip three times weekly for treatment.
Pursue Joint Venture	\$3,344,175 \$2,006,505 \$1,337,670	Same as current proposed project. (Fresenius Medical Care - 60%) (JV Partner – 40%)	Would have no effect on quality. Fresenius Medical Care adheres to the highest quality standards and consistently exceeds Board required quality criteria.	No effect on patients Fresenius Medical Care is capable of meeting its financial obligations and does not require assistance in meeting its financial obligations. If this were a JV, Fresenius Medical Care would maintain control of the facility and therefore ultimate financial responsibilities
Utilize Area Providers	\$0	There are no other area providers. Western IL Kidney Center is the only facility within 30 minutes and it is at 87% and access is running out at this facility.	This is the only provider; quality would remain the same there.	Patients would have to drive excessive distances well over 30 minutes to find a clinic with any available treatment times.
Establish Fresenius Medical Care Monmouth	\$3,344,175	Continued access to dialysis services as patient population continues to grow. Improved access to schedule treatment times.	Patient clinical quality would remain above standards Closer location of facility would result in decreased travel times and the shift schedule choice would increase patient satisfaction and well-being.	This is an expense to Fresenius Medical Care who is able to support the development of additional dialysis facilities and is capable of meeting all financial obligations.

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

There is no direct empirical evidence relating to this project other than that when chronic care patients have adequate access to services, it tends to reduce overall healthcare costs and results in less complications. Fresenius Medical Care Monmouth is expected to have above standard quality outcomes as Fresenius Illinois facilities overall as listed below.

- 94% of patients had a URR \geq 65%
- 96% of patients had a Kt/V \geq 1.2

Criterion 1110.234, Size of Project

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?
ESRD IN-CENTER HEMODIALYSIS	7,000 (12 Stations)	360-520 DGSF	756 DGSF	No

As seen in the chart above, the State Standard for ESRD is between 360-520 DGSF per station. This project is being accomplished in leased space with the interior to be built out by the applicant. Therefore, the standard being applied is expressed in departmental gross square feet. The proposed 7,000 DGSF amounts to 583 DGSF per station and does not fall within the State Standard.

The extra space will be used for administrative offices and for future expansion. We often have to expand our facilities and it is more economical to have the extra space at the onset rather than adding on or relocating in the future.

Criterion 1110.234, Project Services Utilization

UTILIZATION					
	DEPT/SERVICE	HISTORICAL UTILIZATION	PROJECTED UTILIZATION	STATE STANDARD	MET STANDARD?
	IN-CENTER HEMODIALYSIS	N/A Proposed Facility		80%	
YEAR 1	IN-CENTER HEMODIALYSIS		31%	80%	No
YEAR 2	IN-CENTER HEMODIALYSIS		82%	80%	Yes

Dr. Srinivasan has identified 99 pre-ESRD patients living in the Monmouth area who will require dialysis treatment in the first two years of the establishment of this facility. It is expected that approximately 30% of these pre-ESRD patients will no longer require dialysis services by the time this occurs due to death, recovery of function, transplantation, or moving out of the area. Therefore, approximately 69 patients will begin dialysis at the Monmouth facility.

Planning Area Need – Formula Need Calculation:

A. Planning Area Need - Formula Need Calculation:

The proposed Fresenius Medical Care Monmouth dialysis facility is located in Monmouth in HSA 2. HSA 2 is comprised of Bureau, Fulton, Henderson, Knox, LaSalle, Marshall, McDonough, Peoria, Putnam, Stark, Tazewell, Warren and Woodford counties. According to the November 2012 Inventory there is an excess of six stations in the HSA. However, because there is only one clinic within 30 minutes travel time, Western IL Kidney Center at 87% utilization, there is a demonstrated need for additional stations to serve those CKD patients identified herein.

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

A. The primary purpose of this project is to provide in-center hemodialysis services primarily to the residents of Warren County, more specifically the Monmouth area. The majority of the Pre-ESRD patients identified for this project reside in HSA 2.

Pre-ESRD Who Will be Referred to Fresenius Fresenius Medical Care Monmouth		
HSA	# Patients	% Patients
10	7	7%
2	92	93%
Total	99	100%



**Illinois
Kidney Disease &
Hypertension Center**

November 12, 2012



RenalCare
Associates, S.C.

Nephrology Associates

Alexander J. Alonso, M.D.
Robert Bruha, M.D.
Paul T. Dreyer, M.D.
Anthony R. Horinek, M.D.
Gordon W. James, M.D.
Smitha Pamulaparthi, M.D.
Benjamin R. Pfleiderer, M.D.
Timothy A. Pfleiderer, M.D.
David C. Rosborough, M.D.
Samer B. Sader, M.D.
Kumarpal C. Shrishrimal, M.D.
Robert T. Sparrow, M.D., FASH
Parthasarathy Srinivasan, M.D.

Surgery Associates

John W. Hsu, M.D.
Beverly L. Ketel, M.D.
Timothy P. O'Connor, M.D., F.A.C.S.

Physician Assistants

Julie A. DeSutter, P.A.-C.
Holly R. Walker, P.A.-C.

Nurse Practitioners

Judith A. Dansizen, A.P.R.N.-B.C.
Karen A. Helfers, M.S.N., F.N.P.
Tonya K. McDougall, M.S.N., F.N.P.

Administrator

Beth A. Shaw, MBA

Main Offices

Peoria
200 E. Pennsylvania Ave., Suite 212
(309) 676-8123

Bloomington
1404 Eastland Drive, Suite 103
(309) 663-4766

Galesburg
765 N. Kellogg
(309) 343-4114

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

Dear Ms. Avery:

My name is Parthasarathy Srinivasan, M.D. and I am a nephrologist practicing in western Illinois with Renal Care Associates (RCA) and will be the medical director of the Fresenius Medical Care dialysis center in Monmouth. I am writing to support the establishment of the Monmouth dialysis facility. There are no other clinics within the 30 minutes travel time of this site except for Western IL Kidney Center which serves the Galesburg community and is at 87% capacity, limiting treatment schedule choices for my patients. As the census continues to grow, access will be severely limited and my concern is that the Galesburg/Monmouth area will have no access to dialysis services. The establishment of a facility in Monmouth will create the needed additional access for treatment as the Western IL Kidney Center is nearing capacity.

I along with my partners at Renal Care Associates have referred 247 new patients for hemodialysis services over the past twelve months. We were treating 563 hemodialysis patients at the end of 2009, 635 at the end of 2010, 728 at the end of 2011 and as of September 30, 2012 we were treating 778. We have over 900 patients in our practice in various stages of kidney failure. There are 99 patients living in the Monmouth area that I expect would begin dialysis at the new proposed facility (accounting for a 30% loss of patients prior to dialysis commencement approximately 69 will be referred in the first two years of operation of the clinic).

RCA strongly encourages patients to explore other treatment choices such as transplantation and home dialysis through pre-dialysis education. We currently have 128 patients dialyzing at home. The central Illinois clinics at which we serve as medical director have had a combined average of 46 transplants per year over the last three years.

I respectfully ask the Board to approve the Fresenius Medical Care Monmouth dialysis facility to keep access available to this rural patient population and to meet the need evidenced by the high utilization in the area and the declining access within the 30 minute travel time. Thank you for your consideration.

I attest to the fact that to the best of my 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.

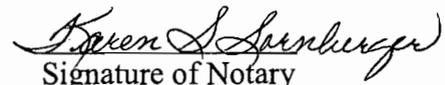
Sincerely,

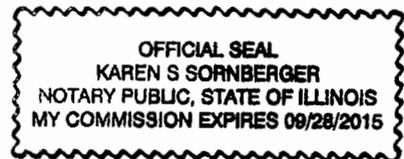


Parthasarathy Srinivasan, M.D.

Notarization:

Subscribed and sworn to before me this 14th day of November 2012


Signature of Notary
(seal)



PRE-ESRD PATIENTS EXPECTED TO BE REFERRED TO THE MONMOUTH FACILITY THE 1ST TWO YEARS AFTER RELOCATING

Zip Code	Pre-ESRD
61231	1
61410	22
61412	6
61415	5
61418	1
61423	4
61437	2
61447	2
61453	1
61462	32
61469	6
61473	9
61478	2
61480	5
61517	1
Total	99

(It is expected that approximately 30% of the above patients will no longer require dialysis services by the time the facility is relocated due to death, transplant or moving out of the area. Therefore approximately 69 of the above patients will actually begin dialysis services at the Monmouth facility.) This doesn't include any patients who present in ER with kidney failure who will require immediate dialysis services.

**NEW HEMODIALYSIS REFERRALS OF RENAL CARE ASSOCIATES FOR THE TIME
PERIOD 10/01/2011 – 09/30/2012**

Zip Code	Fresenius Medical Care											Western IL Kidney Center	Total		
	Bloomington	Spoon River	East Peoria	Kewanee	Macomb	Ottawa	Pekin	Peoria Downtown	Peoria North	Pontiac	Spring Valley			Streator	
60482					1										1
60531						2									2
61301											3				3
61329										1					1
61341						2									2
61342										1					1
61344				1											1
61348										1					1
61350						10									10
61356										5					5
61359										1					1
61360							1								1
61364											5				5
61370						1									1
61377											1				1
61379										1					1
61401														44	44
61410														2	2
61422					1									1	2
61434														1	1
61440														1	1
61441		1												1	2
61443				4										1	5
61445					3										3
61448														1	1
61455					3										3
61462														4	4
61465														2	2
61473														1	1
61480														2	2
61483														1	1
61490														1	1
61520		4					2								6
61523										2					2
61529		1	1												2
61531		1													1
61536			1							1					2
61537										1					1
61540										1					1
61542								1							1
61546							2								2
61550			2					1							3
61554			2				9								11
61560										1					1
61569		1													1
61571			7												7
61572		1													1
61603								8	1						9
61604			1					9	3						13
61605								7							7
61606			1												1
61607			1					2							3
61610								1							1
61611			7												7
61614			1					4	3						8
61615								3	3						6
61616								1	1						2
61701	12												1		13
61702	2														2
61704	6														6
61721	1														1
61725	1														1
61727	1														1
61728										1					1
61745	2														2
61747							1								1
61761	1														1
61764										3					3
61774	1														1
61776	1														1
62644		1													1
63115	1														1
Total	29	10	24	5	8	16	14	37	17	5	13	6	63	247	

HEMODIALYSIS PATIENTS AS OF DECEMBER 31, 2009

ZIP CODE	FRESENIUS MEDICAL CARE												TOTAL
	BLOOMINGTON	EAST PEORIA	KEWANEE	MACOMB	OTTAWA	PEKIN	PEORIA DOWNTOWN	PEORIA NORTH	PONTIAC	SPOON RIVER	SPRING VALLEY	STREATOR	
60148							1						1
60420									3				3
60460									2				2
62470												1	1
60510							1						1
60518					1								1
60543					1								1
60921									3				3
60934									1				1
60936									1				1
61282				1									1
61301									2		11		13
61312											1		1
61314			1										1
61317											1		1
61319									2			1	3
61321	1												1
61322											5		5
61327											2		2
61329											2		2
61335											1		1
61336											1		1
61341					6								6
61342											4		4
61348											5		5
61350					13							1	14
61354											8		8
61356			1								9		10
61360					1								1
61361			1					1					2
61362											8		8
61364					4							12	16
61373					2								2
61377											2		2
61401								1					1
61420					1								1
61422					3								3
61434			1										1
61441					1								1
61443			15										15
61445					1								1
61450					1								1
61455					8								8
61483			2										2
61484					1								1
61491								1					1
61517								1					1
61520										8			8
61523							1	6		1			8
61524										1			1
61525							1						1
61528							1						1
61529										1			1
61531										1			1
61533										3			3
61534							1						1
61536										1			1
61537		1									2		3
61542										2			2
61546						5							5
61548		3											3
61550		6					1	1					8
61552								1					1
61554		3				24	1			2			30
61555						2							2
61559								1					1
61561	1	1											2
61562								1					1
61564						2							2
61568						2							2
61569										1			1
61571		12					1						13
61602							1						1
61603		6					13	2					21
61604		5					27	8					40
61605		4					42	3					49
61606							4						4
61607					1		5	1					7
61610		3					1						4
61611		10						1					11
61612							1						1
61614		6					7	13					26
61615		1					6	8					15
61616		1					4	3					8
61650							1						1
61653		1					1						2
61701	23						1	1					25
61702	2												2
61704	11												11
61705	1												1
61721	1												1
61722	1												1
61730	1												1
61732	1												1
61734						3							3
61738	2												2
61741									1				1
61745	2												2
61747						1							1
61748	1								1				2
61752	7												7
61753									1				1
61755		1											1
61759						1							1
61761	20							1					21
61764									13				13
61769									1				1
61777	2												2
61822								1					1
61842	2												2
62311					1								1
62644										4			4
TOTAL	79	64	21	18	28	41	123	58	29	25	60	17	563

HEMODIALYSIS PATIENTS AS OF DECEMBER 31, 2010

ZIP CODE	FRESenius MEDICAL CARE													TOTAL
	BLOOMINGTON	EAST PEORIA	KEWANEE	MACOMB	OTTAWA	PEOH	PEORIA DOWNTOWN	PEORIA NORTH	PONTIAC	SPOON RIVER	SPRING VALLEY	STREATOR	LINCOLN	
60622	1													1
60620	1													1
60460	2													2
60510	1													1
60518	4													4
60643	1													1
60921	1													1
60929	2													2
60934	1													1
61021	1													1
61071	1													1
61244	1													1
61261	1													1
61301	8													8
61312	1													1
61319	2													2
61330	2													2
61321	1													1
61322	4													4
61326	1													1
61327	1													1
61329	1													1
61336	2													2
61341	6													6
61342	5													5
61348	2													2
61349	1													1
61350	12													12
61354	3													3
61356	11													11
61358	1													1
61361	1													1
61362	2									10				12
61364										18				18
61369										2				2
61375										1				1
61377							1			3				4
61379							1							1
61401							3							3
61426							1							1
61427							2							2
61434							1							1
61441							1							1
61443							14							14
61455							4							4
61458							1							1
61459							1							1
61471							1							1
61483							4							4
61484							1							1
61491							2							2
61501							1							1
61517							2							2
61520							16							16
61523							9							9
61525							2							2
61526							1							1
61528							2							2
61529							1							1
61530							6							6
61531							3							3
61533							1							1
61536							3							3
61537							2							2
61540							2							2
61542							3							3
61546							4							4
61547							2							2
61548							5							5
61550							13							13
61552							1							1
61554							15							15
61555							1							1
61555							3							3
61560							1							1
61561							2							2
61562							1							1
61564							3							3
61565							1							1
61568							3							3
61569							4							4
61571							15							15
61572							2							2
61602							4							4
61603							21							21
61604							19							19
61605							7							7
61606							19							19
61607							20							20
61610							28							28
61611							2							2
61612							8							8
61614							7							7
61614							5							5
61614							24							24
61615							12							12
61616							5							5
61650							1							1
61653							1							1
61701							2							2
61702							11							11
61702							2							2
61704							6							6
61705							2							2
61721							1							1
61723							1							1
61726							2							2
61727							3							3
61728							2							2
61729							1							1
61730							1							1
61731							1							1
61734							2							2
61738							1							1
61739							3							3
61745							1							1
61748							3							3
61749							1							1
61752							4							4
61753							2							2
61755							2							2
61759							1							1
61768							2							2
61761							20							20
61764							9							9
61769							1							1
61774							1							1
61776							1							1
61777							1							1
61842							1							1
61856							1							1
62067							1							1
62043							1							1
62044							4							4
62056							1							1
62864							2							2
62864							1							1
62892							1							1
TOTAL	85	76	26	7	34	48	132	62	36	34	69	19	7	695

HEMODIALYSIS PATIENTS AS OF DECEMBER 31, 2011

Zip Code	FRESenius MEDICAL CARE												Total
	Bloomington	Spoon River	Peoria Downtown	East Peoria	Kewanee	Mt. Zion	North Peoria	Ottawa	Pekin	Pontiac	Spring Valley	Stratford	
60902			1							2			1
60940													2
60938								1				1	2
60921	1												1
60940										1			1
60643						1							1
60707										2			2
60971									2				2
60929									1				1
60934									1				1
60937									1				1
61301			1							11			12
61312										2			2
61319									9				9
61320										1			1
61321										1			1
61322										7			7
61326										1			1
61327										1			1
61329										1			1
61332										1			1
61380										4			4
61341								7					7
61342								3		5			8
61348										1			1
61348										3			3
61349										1			1
61350								21					21
61354										5			5
61356													0
61356										15			15
61361					1								1
61362										16			16
61364	1							4			26		29
61369										1			1
61373								2					2
61375											3		3
61379										2			2
61401			1										1
61422						2							2
61427	3												3
61438					1								1
61443					21								21
61450						1							1
61455	2					9							11
61483					3								3
61484						1							1
61491					7		1						8
61501							2						2
61517							4						4
61520	22								1				23
61523		1					5						6
61524	1												1
61525							1						1
61526							1						1
61528			1				2						3
61529	7												7
61530				5									5
61531													0
61531	4												4
61533	1												1
61534									1				1
61538	1						2						3
61537											1		1
61537											2		2
61540				1			1						2
61542	3												3
61546									7				7
61546									2				2
61547		1							1				2
61548				3									3
61550		1	3										4
61550				3									3
61554			2						12				14
61554			7						29				36
61555									2				2
61559							1						1
61559					1		1						2
61560											1		1
61561	1												1
61562							1						1
61564									2				2
61568		1							1				2
61569	3	1											4
61571					27								27
61572	2												2
61602							1						1
61603			16	3			5						24
61604			25	12			11						48
61605			48	5			2						55
61606			7										7
61607			5	2			1						8
61610			2	2									4
61611	1		1	13									15
61612			1										1
61614			5	4			21				1		28
61615			6	2			6						14
61616			2	2			4						8
61650			1										1
61653							1						1
61701	32												32
61702	3												3
61704	14												14
61705	1												1
61721										1			1
61721	1												1
61726										2			2
61727	9												9
61728										3			3
61730	1												1
61732	1												1
61734										7			7
61738	2												2
61739										2			2
61745	1												1
61748	2									1			3
61752	4												4
61755				1									1
61760										2			2
61761	20												20
61764										3			3
61764										14			14
61769										1			1
61774	1												1
61776	1												1
61842	1												1
61856	1												1
61940	1												1
62311						1							1
62367						1							1
62644	4									1			5
62664	1												1
62682													1
Total	93	59	118	98	29	18	72	30	59	42	84	27	728

Hemodialysis Patients as of September 30, 2012

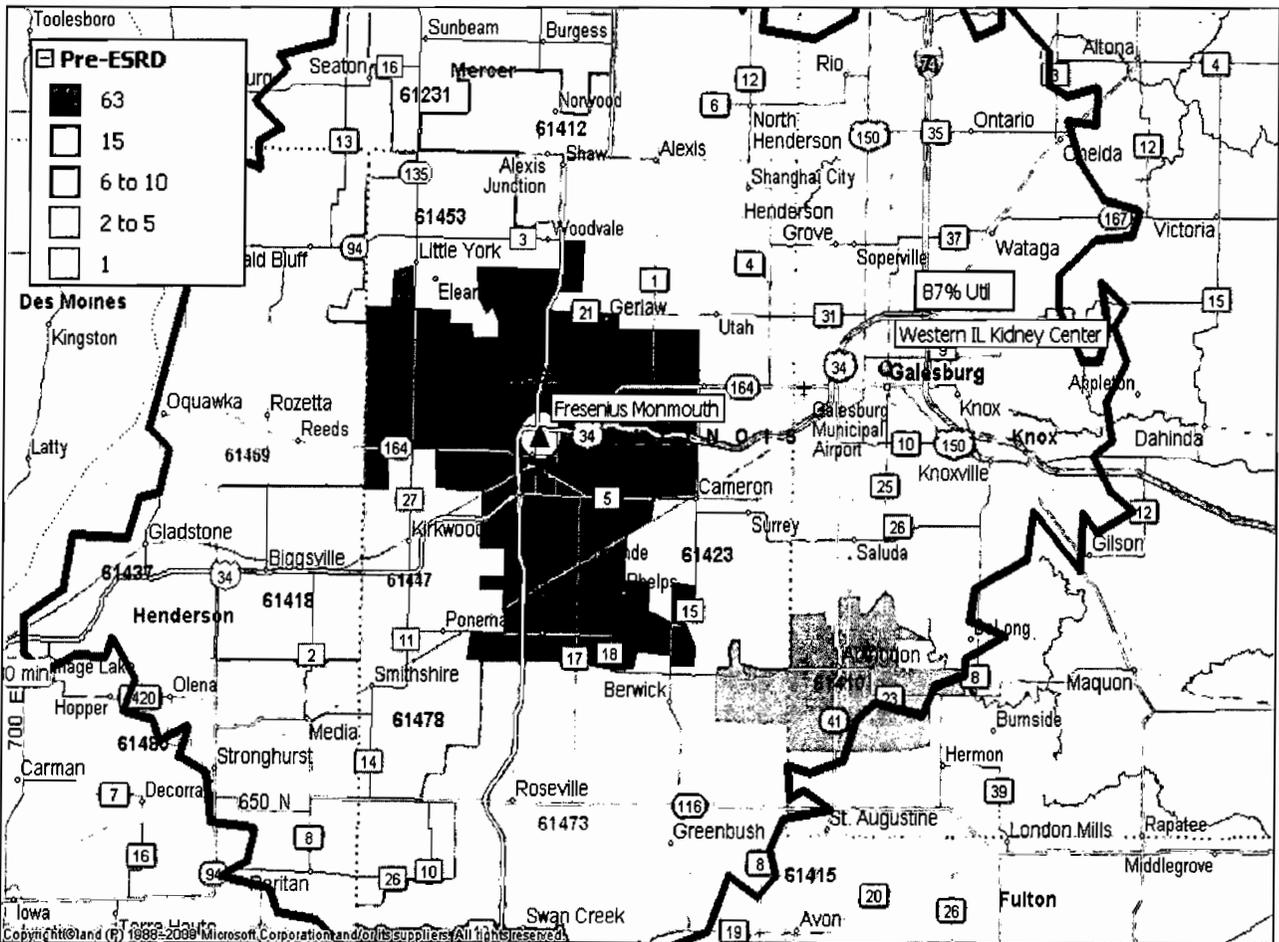
Zip Code	Fresenius Medical Care												Western IL Kidney Center	Total		
	Bloomington	Spoon River	East Peoria	Kewanee	Macomb	Ottawa	Pekin	Peoria Downtown	Peoria North	Pontiac	Spring Valley	Streator				
60460										2						2
60518						1						1				2
60921										2						2
60929										1						1
60934										1						1
61301			1								11					12
61312											2					2
61319										3						3
61320											1					1
61321										1						1
61322											7					7
61326											1					1
61327											1					1
61329											1					1
61332											1					1
61336											4					4
61341						7										7
61342						3					5					8
61348											4					4
61349											1					1
61350											21					21
61354						5										5
61356											15					15
61361				1												1
61362											16					16
61364	1					4						24				29
61369										1		1				2
61373						2										2
61375											1					1
61379											2					2
61401								1						45		46
61410														3		3
61414														1		1
61422					2											2
61427		3														3
61434					1											1
61443				21												21
61450					1											1
61455		2			9									5		11
61462														1		1
61467														1		1
61471														1		1
61483				3										1		4
61484					1											1
61491				2					1							3
61501					2											2
61517									4							4
61520		22					1									23
61523								1	5							6
61524		1														1
61525									1							1
61526									1							1
61528								1	2							3
61529		2														2
61530			5													5
61531		4														4
61533		1														1
61534							1									1
61536		1							2							3
61537											3					3
61540			1						1							2
61542		3														3
61546							5									5
61547							1	1								2
61548			3													3
61550			6					1								7
61554			9				41		1							50
61555							2									2
61559					1				2							3
61560											1					1
61561	1															1
61562									1							1
61564								2								2
61568							1	1								2
61569		3						1								4
61571			27													27
61572		2														2
61602									1							1
61603			3						16	5						24
61604			12						25	11						48
61605			5						44	2						51
61606									2							2
61607			2				1	5	1							9
61610			2					2								4
61611	1		13					1								15
61612								1								1
61614			4					5	21			1				31
61615			2					6	6							14
61616			2					2	4							8
61650								1								1
61653									1							1
61701		32														32
61702		3														3
61704		14														14
61705		1														1
61721		1								1						2
61726										2						2
61727		3														3
61728										3						3
61730		1														1
61732		1														1
61734							2									2
61738		2														2
61739										2						2
61745		1														1
61748		2								1						3
61752		4														4
61755			1													1
61760										2						2
61761		20														20
61764										17						17
61769										1						1
61774	1															1
61776	1															1
61842	1															1
61856	1															1
61940	1															1
62311					1											1
62367					1											1
62644		4					1									5
62664		1														1
62682							1									1
Total	92	50	88	27	19	22	59	117	72	40	98	27	57	778		778

Service Accessibility – Service Restrictions

- The establishment of the 12-station Fresenius Medical Care Monmouth dialysis facility will improve access for the planning area residents. While dialysis services currently exist in the area, they are severely limited. Western Illinois Kidney Center in Galesburg is the only facility within the 30 minute travel radius and it is operating at 87% utilization after the addition of 2 stations in 2012. It is only 10 patients away from being 100% utilized. It cannot support the additional pre-ESRD patients Dr. Srinivasan has in his practice from areas west of Galesburg along with his Galesburg patients.
- Monmouth is a rural town in far western Illinois between Galesburg and the Mississippi River. 21% of its residents are over age 60 resulting in higher rates of diseases that lead to kidney failure such as diabetes, hypertension and heart disease. Given the limited access to dialysis services for these residents and the distance to alternate sites outside of the market, access to care in this rural area becomes even more problematic for these elderly patients.
- Western Illinois Kidney Center currently does not have access available on the two daytime treatment shifts as these are the shifts favored by the majority of patients. The only few available shift choices are on the 3rd shift which starts in the early evening and ends around 8-9p.m. This makes finding adequate transportation extremely difficult for those patients who travel by Medicaid transportation as they do not transport after 4p. If patients are unable to drive they must rely on friends and family for rides disrupting the personal or work schedule of all involved. Dr. Srinivasan admitted 63 patients to the Galesburg facility in the past 12 months, it is therefore expected that this clinic will soon be full. There will be no access to dialysis services within 30 minutes travel time when this occurs.
- The proposed Monmouth facility is needed to facilitate the ongoing existence of dialysis access in the Galesburg/Monmouth area as we monitor the ever increasing utilization at Western Illinois Kidney Center as it nears 100%. The Monmouth facility will also improve access to dialysis services creating additional daytime treatment shifts and alleviating high utilization at the Galesburg facility by giving Dr. Srinivasan's patients other treatment options closer to home.

Facility	Address	City	Zip	MapQuest		Stns	Nov-12	
			Code	Miles	Time		Pts	Util
Western IL Kidney Center	695 N Kellogg St	Galesburg	61401	19.51	23	13	68	87%

Demographics of the 99 Pre-ESRD Patients Identified Who Will Be Referred to Fresenius Medical Care Monmouth



Pre-ESRD Patients Identified to be referred to Fresenius Medical Care Monmouth

City	County	Zip Code	Patients
Aledo	Mercer	61231	1
Biggsville	Warren	61418	1
Little York	Warren	61453	1
Brimfield	Peoria	61517	1
Gladstone	Henderson	61437	2
Kirkwood	Warren	61447	2
Smithshire	Warren	61478	2
Cameron	Warren	61423	4
Avon	Fulton	61415	5
Stronghurst	Henderson	61480	5
Alexis	Mercer	61412	6
Oquawka	Henderson	61469	6
Roseville	Warren	61473	9
Abingdon	Knox	61410	22
Monmouth	Warren	61462	32
Total			99

As can be seen on the map above, other than the nearly full Western Illinois Kidney Center in Galesburg, there are no dialysis services accessible to the far western Illinois dialysis patients. Lack of accessible services, those within 30 minutes operating over 80%, Dr. Srinivasan's 99 pre-ESRD patients and a ratio of stations to population that exhibits a need for additional stations all support the establishment of a facility in Monmouth.

Unnecessary Duplication/Maldistribution

ZIP Code	Population	Stations	Facilities
61401	34,788	13	Western IL Kidney Center
61410	3,912		
61412	1,321		
61417	259		
61418	673		
61422	3,416		
61423	682		
61430	828		
61435	116		
61436	951		
61437	818		
61438	760		
61447	924		
61448	3,823		
61453	781		
61460	291		
61462	11,643		
61466	342		
61467	1,048		
61469	2,184		
61471	140		
61472	648		
61473	1,667		
61475	205		
61476	407		
61478	290		
61480	1,324		
61486	1,552		
61488	1,120		
Total	76,913	13	1/5,916

1. (A-B-C) The ratio of ESRD stations to population in the zip codes within a 30 minute radius of Fresenius Monmouth is 1 station per 5,916 residents according to the 2010 census (based on 76,913 residents and 13 stations). The State ratio is 1 station per 3,265 residents (based on the US Census 2010 of 12,830,632 Illinois residents and the November 2012 Board station inventory of 3,930).

There are 1 ½ times fewer stations for residents in the Monmouth area as compared to the State which indicates a need for stations. Unnecessary duplication will not result because of the low ratio of stations to population and also the only clinic within the 30 minute travel time, Western IL Kidney Center (WIKC) is at 87% utilization.

2. Combining the ratio of stations to population, WIKC at 87% utilization and Dr. Srinivasan's 99 pre-ESRD patients, maldistribution will not result.

FACILITIES WITHIN 30 MINUTES OF FRESENIUS MEDICAL CARE MONMOUTH

Facility	Address	City	Zip	MapQuest		Stns	Nov-12	
			Code	Miles	Time		Pts	Util
Western IL Kidney Center	695 N Kellogg St	Galesburg	61401	19.51	23	13	68	87%

- 3A. Fresenius Medical Care Monmouth will not have an adverse effect on any other area ESRD provider. All patients identified for this facility are pre-ESRD patients and there is only one other facility within 30 minutes which has exceeded target capacity. No patients will be transferred from any other facility. There will be a positive effect on WIKC as patients from Monmouth will be able to dialyze in Monmouth allowing more room at WIKC for patients from Galesburg.
- B. Not applicable – applicant is not a hospital; however the utilization will not be lowered below target utilization at any other ESRD facility due to the establishment of the facility.

Criterion 1110.1430 (e)(1) – Staffing

2) A. Medical Director

Dr. Srinivasan is currently the Medical Director for Western Illinois Kidney Center in Galesburg. Attached is his curriculum vitae.

B. All Other Personnel

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

Upon opening we will also employ:

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

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

- Four Registered Nurses
- Ten Patient Care Technicians

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

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

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

CURRICULUM VITAE

PARTHASARATHY SRINIVASAN, M.D.

PERSONAL INFORMATION

Date of Birth: June 25, 1955
Place of Birth: Mysoro, Karnataka, India
Citizenship: United States of America
Marital Status: Married. Two children.
Office Address: 765 North Kellogg, Suite 203
Galesburg, IL 61401
Office Telephone: (309) 343-4114
Home Address:
Home Telephone:
Social Security No.:

LICENSURE

STATE of ILLINOIS Since 1988

PRESENT POSITIONS

1988 to June 2012 Medical Director
WESTERN ILLINOIS KIDNEY CENTER
July 2012 to Present RENALCARE ASSOCIATES

PREVIOUS PROFESSIONAL POSITIONS

June 2003 to Dec 2004	President KNOX COUNTY MEDICAL SOCIETY
Jan 2001 to Dec 2002	Chairman Infection and Risk Control Committee
Jan 1998 to Dec 1999	President – Medical Staff Galesburg Cottage Hospital
Jan 1992 to Dec 1993	Chief of Department of Medicine
Jan 1990 to Dec 1991	Chief of Mortality, Morbidity, and Medical Records Committee

BOARD CERTIFICATION

AMERICAN BOARD OF INTERNAL MEDICINE

INTERNAL MEDICINE	1996
NEPHROLOGY	2000

PROFESSIONAL TRAINING

July 1986 to June 1988	Clinical Fellowship in Nephrology CORNELL UNIVERSITY MEDICAL CENTER NEW YORK HOSPITAL, NEW YORK, NY
July 1983 to June 1986	Residency in Internal Medicine WOODHULL MEDICAL CENTER BROOKLYN, NY Affl. DOWNSTATE MEDICAL CENTER
Aug 1982 to Jan 1983	Senior House Officer in Orthopedics LEICESTER ROYAL INFIRMARY LEICESTER, ENGLAND
Dec 1981 to May 1982	Senior House Officer of Emergency Medicine DUDLEY ROAD HOSPITAL BIRMINGHAM, ENGLAND

Oct 1981 to Nov 1981	Senior House Officer in Surgery BARNSELY HOSPITAL BARNSELY, ENGLAND
Jan 1980 to Jan 1981	Senior House Surgeon in Surgery MADRAS GENERAL HOSPITAL MADRAS, INDIA
Jan 1979 to Jan 1980	House Surgeon – Rotating KILPAUK MEDICAL COLLEGE MADRAS, INDIA

EDUCATION

1973 to 1978	Bachelor of Medicine and Surgery KILPAUK MEDICAL COLLEGE MADRAS, INDIA
1972 to 1973	Pre-University Course LOYOLA COLLEGE MADRAS, INDIA

CERTIFICATION AND LICENSURE

1988	Illinois State License
1984	New York Medical Board (FLEX)
1981	Visa Qualifying Examination
1981	Educational Commission for Foreign Medical Graduates Examination (ECFMG)
1981	Professional and Linguistic Assessment Board Examination, England

PROFESSIONAL MEMBERSHIPS

AMERICAN COLLEGE OF PHYSICIANS
AMERICAN MEDICAL ASSOCIATION
ILLINOIS STATE MEDICAL SOCIETY

AMERICAN SOCIETY OF NEPHROLOGY

AMERICAN SOCIETY OF HYPERTENSION

NATIONAL KIDNEY FOUNDATION

AMERICAN ASSOCIATION OF PHYSICIANS FROM INDIA

CLINICAL PRACTICE

Medical supervision of Hemodialysis and Peritoneal Dialysis patients on a daily basis along with monitoring and follow up of patients with Chronic Renal Failure and Hypertension. Well versed in the techniques of Acute and Chronic Peritoneal and Hemodialysis, Hemoperfusion, and Hemofiltration. Follow up and immunosuppression management of Renal Transplant patients on a continuing basis.

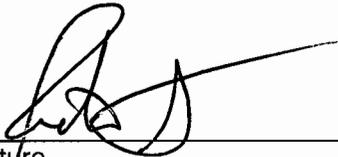
Comprehensive experience in management of patient in Acute Nephrology including Intensive Care management of Critical Care, Cardiovascular, Renal Pathology, and other subspecialty divisions of Internal Medicine. Competent in several Invasive procedures like Central Venous catheter insertion, Swan-Ganz catheter insertion, Arterial Catheter placement, Peritoneal Catheter placement, Peritoneoscopy, and Renal biopsy of both native and transplant kidneys.

Medical Director of the Dialysis Unit with daily administrative management and was involved in the design and relocation of the dialysis unit as well. Also involved in continuing education of the dialysis nurses.

Criterion 1110.1430 (e)(5) Medical Staff

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

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



Signature

Richard Stotz

Printed Name

Regional Vice President

Title

Subscribed and sworn to before me
this 12th day of October, 2012


Signature of Notary

Seal



Criterion 1110.1430 (f) – Support Services

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

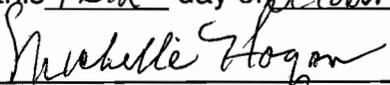
- Fresenius Medical Care utilizes a patient data tracking system in all of its new facilities.
- These support services will be available at Fresenius Medical Care Monmouth during all shifts:
 - Nutritional Counseling
 - Psychiatric/Social Services
 - Home/self training
 - Clinical Laboratory Services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



Signature

Richard Stotz/Regional Vice President
Name/Title

Subscribed and sworn to before me
this 12th day of October, 2012



Signature of Notary

Seal



Criterion 1110.1430 (g) – Minimum Number of Stations

Fresenius Medical Care Monmouth is not located a Metropolitan Statistical Area (MSA). A minimum of eight dialysis stations is required to establish an in-center hemodialysis center outside of a MSA. Fresenius Medical Care Monmouth will have twelve dialysis stations thereby meeting this requirement.

PATIENT TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT (the "Agreement") is made as of 11/1/2012, by and between Galesburg Hospital Corporation doing business as Galesburg Cottage Hospital and Fresenius Medical Care 0190, each individually referred to herein as "Transferring Facility" if transferring a patient, or "Receiving Facility" if receiving a patient, pursuant to the terms and provisions of the Agreement, and collectively as "facilities."

WITNESSETH:

WHEREAS, the parties hereto desire to enter into the Agreement governing the transfer of patients between the two facilities; and,

WHEREAS, the parties hereto desire to enter into the Agreement in order to specify the rights and duties of each of the parties and to specify the procedure for ensuring the timely transfer of patients between the facilities.

NOW, THEREFORE, to facilitate the continuity of care and the timely transfer of patients and records between the facilities, the parties agree as follows:

1. **TRANSFER OF PATIENTS.** In the event any patient of either facility is deemed by Transferring Facility as requiring the services of Receiving Facility and the transfer is deemed medically appropriate, a member of the nursing staff of Transferring Facility or the patient's attending physician will contact the admitting office or Emergency Department, whichever is applicable, of Receiving Facility to arrange for appropriate treatment as contemplated herein. All transfers between the facilities shall be made in accordance with applicable federal and state laws and regulations, the standards of The Joint Commission and any other applicable accrediting bodies, and reasonable policies and procedures of the facilities. Neither the decision to transfer a patient nor the decision to not accept a request to transfer a patient shall be predicated upon arbitrary, capricious, or unreasonable discrimination or based upon the patient's inability to pay for services rendered by either facility. Receiving Facility's responsibility for the patient's care shall begin when the patient is admitted to Receiving Facility.
2. **RESPONSIBILITIES OF TRANSFERRING FACILITY.** Transferring Facility shall be responsible for performing or ensuring performance of the following:
 - (A) Provide, within its capabilities, stabilizing treatment of the patient prior to transfer;
 - (B) Arrange for appropriate and safe transportation and care of the patient during transfer, in accordance with applicable federal and state laws and regulations;
 - (C) Designate a person who has authority to represent Transferring Facility and coordinate the transfer of the patient from the facility;
 - (D) Notify Receiving Facility's designated representative prior to transfer to receive confirmation as to availability of appropriate facilities, services, and staff necessary to provide care to the patient;

- (E) Prior to patient transfer, if for direct admission, the transferring physician shall contact and secure a receiving physician at Receiving Facility who shall attend to the medical needs of the patient and who will accept responsibility for the patient's medical treatment and hospital care;
- (F) Provide, within its capabilities, appropriate personnel, equipment, and services to assist the transferring physician with the coordination and transfer of the patient;
- (G) Provide, within its capabilities, personnel, equipment, and life support measures determined appropriate for the transfer of the patient by the transferring physician;
- (H) Forward to the receiving physician and Receiving Facility a copy of those portions of the patient's medical record that are available and relevant to the transfer and continued care of the patient, including records related to the patient's condition, observations of signs or symptoms, preliminary diagnosis, treatment provided, results of any tests, and a copy of the patient's executed Advance Directives. If all necessary and relevant medical records are not available at the time the patient is transferred, then the records will be forwarded by Transferring Facility as soon as possible;
- (I) Transfer the patient's personal effects, including, but not limited to, money and valuables, and information related to those items;
- (J) Notify Receiving Facility of the estimated time of arrival of the patient;
- (K) Provide Receiving Facility any information available about the patient's coverage under a third party coverage plan, Medicare or Medicaid, or a healthcare assistance program established by a county, public hospital, or hospital district;
- (L) Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider;
- (M) Recognize the right of a patient to request to transfer into the care of a physician and facility of the patient's choosing;
- (N) Recognize the right of a patient to refuse to consent to treatment or transfer;
- (O) Establish a policy and/or protocols (i) for maintaining the confidentiality of the patient's medical records in accordance with applicable state and federal law and (ii) for the inventory and safekeeping of any patient valuables sent with the patient to Receiving Facility; and,
- (P) Recognize and comply with the requirements of any state law and regulations or local ordinances that apply to the care and transfer of patients.

3. **RESPONSIBILITIES OF RECEIVING FACILITY.** Receiving Facility shall be responsible for performing or ensuring performance of the following:

- (A) Provide, as promptly as possible, confirmation to Transferring Facility regarding the availability of bed(s), appropriate facilities, services, and staff necessary to treat the patient and confirmation that Receiving Facility has agreed to accept transfer of the patient. Receiving Facility shall respond to Transferring Facility promptly after receipt of the request to transfer a patient with an emergency medical condition or in active labor;
- (B) Provide, within its capabilities, appropriate personnel, equipment, and services to assist the receiving physician with the receipt and treatment of the patient transferred, maintain a call roster of physicians at Receiving Facility and provide, on request, the names of on-call physicians to Transferring Facility;
- (C) Reserve beds, facilities, and services as appropriate for patients being transferred from Transferring Facility who have been accepted by Receiving Facility and a receiving physician, if

deemed necessary by a transferring physician unless such are needed by Receiving Facility for an emergency;

(D) Designate a person who has authority to represent and coordinate the transfer and receipt of patients into the facility;

(E) When appropriate and within its capabilities, assist with the transportation of the patient as determined appropriate by the transferring or receiving physician;

(F) Upon discharge of the patient back to Transferring Facility, provide Transferring Facility with a copy of the patient's clinical or medical records, including any record generated in the emergency department;

(G) Maintain the confidentiality of the patient's clinical or medical records in accordance with applicable state and federal law;

(H) Establish a policy and/or protocols (i) for maintaining the confidentiality of the patient's clinical or medical records in accordance with applicable state and federal law, (ii) for the receipt of the patient into its facility, and (iii) for the acknowledgment and inventory of any patient valuables transported with the patient;

(I) Provide for the return transfer of the patients to Transferring Facility when requested by the patient or Transferring Facility and ordered by the patient's attending/transferring physician, if Transferring Facility has a statutory or regulatory obligation to provide health care assistance to the patient, and if transferred back to Transferring Facility, provide the items and services required of a Transferring Facility in Section 2 of the Agreement.

(J) Provide Transferring Facility any information available about the patient's coverage or eligibility under a third party coverage plan, Medicare or Medicaid, or a healthcare assistance program established by a county, public hospital, or hospital district;

(K) Upon request, provide current information concerning its eligibility standards and payment practices to Transferring Facility and patient;

(L) Acknowledge any contractual obligations and comply with any statutory or regulatory obligations that might exist between a patient and a designated provider;

(M) Recognize and comply with the requirements of any state law and regulations or local ordinances that apply to the care and transfer of patients.

4. BILLING. All claims or charges incurred with respect to any services performed by either facility for patients received from the other facility pursuant to the Agreement shall be billed and collected by the facility providing such services directly from the patient, third party payer, Medicare or Medicaid, or other sources appropriately billed by that facility, unless applicable law and regulations require that one facility bill the other facility for such services. In those cases in which the regulations apply, the facilities shall bill in accordance to the regulations that apply to skilled nursing facility prospective payment system ("SNF PPS") and consolidated billing. In those cases in which payment rates are consistent with SNF PPS regulations and have been negotiated, such payment shall be made in accordance with the payment fee schedule, labeled as Exhibit A, attached hereto, and incorporated herein by this reference. In addition, it is understood that professional fees will be billed by those physicians or other professional providers who actually participate in the care and treatment of the patient and who are entitled to bill for their professional services at usual and customary rates. Each facility agrees to provide information in its possession to the other facility and such physicians or professional providers sufficient to enable them to bill the patient, responsible party, or appropriate third party payer.

5. **TRANSFER BACK; DISCHARGE; POLICIES.** At such time as the patient is ready for transfer back to Transferring Facility or another health care facility or discharge from Receiving Facility, in accordance with the direction from the responsible physician in Transferring Facility and with the proper notification of the patient's family or guardian, the patient will be transferred to the agreed upon location. If the patient is to be transferred back to Transferring Facility, Receiving Facility will be responsible for the care of the patient up until the time the patient is re-admitted to Transferring Facility. In the event the "transferring facility" transfers a resident with a documented chronic antibiotic resistant infection to the "hospital," the "transferring facility" agrees to re-accept this resident upon discharge from the acute "hospital" provided all other transfer and admission criteria is met. Any return transfer must meet acute care admission criteria and be approved by Receiving Facility's case management nurse.

6. **COMPLIANCE WITH LAW.** Both facilities shall comply with all applicable federal and state laws, rules and regulations, including, without limitation, those laws and regulations governing the maintenance of clinical or medical records and confidentiality of patient information as well as with all standards promulgated by any relevant accrediting agency.

7. **INDEMNIFICATION; INSURANCE.** The facilities shall each be responsible for their own acts and omissions in the performance of their duties hereunder, and the acts and omissions of their own employees and agents, and shall indemnify and hold harmless the other party from and against any and all claims, liabilities, causes of action, losses, costs, damages and expenses (including reasonable attorney's fees) incurred by the other party as a result of such acts and omissions. In addition, each party shall maintain, throughout the term of the Agreement, comprehensive general and professional liability insurance and property damage insurance coverage in amounts not less than One Million (\$1,000,000.00) per occurrence and Three Million (\$3,000,000.00) in the aggregate, and shall provide evidence of such coverage upon request.

8. **TERM; TERMINATION.** The term of the Agreement shall be 36 months, commencing on the 11/1/2012, and ending on 10/31/2015, unless sooner terminated as provided herein. Either party may terminate the Agreement without cause upon 30 days advance written notice to the other party. Either party may terminate the Agreement upon breach by the other party of any material provision of the Agreement, provided such breach continues for five (5) days after receipt by the breaching party of written notice of such breach from the non-breaching party. The Agreement may be terminated immediately upon the occurrence of any of the following events:

(A) Either facility closes or discontinues operation to such an extent that patient care cannot be carried out adequately, or

(B) Either facility loses its license, or Medicare certification.

9. **ENTIRE AGREEMENT; MODIFICATION.** The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. The Agreement may not be amended or modified except by mutual written agreement.

10. **GOVERNING LAW.** The Agreement shall be construed in accordance with the laws of the state in which Transferring Facility is located.

11. PARTIAL INVALIDITY. If any provision of the Agreement is prohibited by law or court decree of any jurisdiction, said prohibition shall not invalidate or affect the remaining provisions of the Agreement.

12. NOTICES. All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to

d/b/a

Attn: Chief Executive Officer

If to

Attention: Chief Executive Officer

With copy to: Legal Department
 4000 Meridian Blvd.
 Franklin, TN 37067

or to such other persons or places as either party may from time to time designate by written notice to the other.

13. WAIVER. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

14. ASSIGNMENT; BINDING EFFECT. Facilities shall not assign or transfer, in whole or in part, the Agreement or any of Facilities' rights, duties or obligations under the Agreement without the prior written consent of the other Facility, and any assignment or transfer by either Facility without such consent shall be null and void. The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

15. CHANGE IN LAW. Notwithstanding any other provision of the Agreement, if the governmental agencies (or their representatives) which administer Medicare, any other payer, or any other federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation, or if any court of competent jurisdiction renders any decision or issues any order, at any time while the Agreement is in effect, which prohibits, restricts, limits or in any way substantially changes the method or amount of reimbursement or payment for services rendered under the Agreement, or which otherwise significantly affects either party's rights or obligations hereunder, either party may give the other notice of intent to amend the Agreement to the satisfaction of both parties, to compensate for such prohibition, restriction, limitation or change. If the Agreement is not so amended in writing within three (3)

days after said notice was given, the Agreement shall terminate as of midnight local time on the third (3rd) day after said notice was given.

16. EXECUTION OF AGREEMENT. The Agreement shall not become effective or in force until all of the below named parties have fully executed the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year written above.

FACILITY

CHS HOSPITAL

Fresenius Medical Care Monmouth, LLC
d/b/a: *Fresenius Medical Care Monmouth*
By: *[Signature]*
Title: *VP*
Date: *11/15/12*

By: *[Signature]*
Title: Hospital CEO
Date: *11/17/12*

Criterion 1110.1430 (j) – Assurances

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

1. As supported in this application through expected referrals to Fresenius Medical Care Monmouth in the first two years of operation, the facility is expected to achieve and maintain the utilization standard, specified in 77 Ill. Adm. Code 1100, of 80% and;
2. Fresenius Medical Care hemodialysis patients in Illinois have achieved adequacy outcomes of:
 - o 94% of patients had a URR \geq 65%
 - o 96% of patients had a Kt/V \geq 1.2

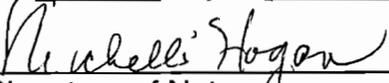
and same is expected for Fresenius Medical Care Monmouth.



Signature

Richard Stotz/Regional Vice President
Name/Title

Subscribed and sworn to before me
this 12th day of OCTOBER, 2012



Signature of Notary





Cushman & Wakefield of
 Illinois, Inc.
 455 N. Cityfront Plaza Drive
 Suite 2800
 Chicago, IL 60611-5555
 (312) 470-1800 Tel
 (312) 470-3800 Fax
 www.cushwake.com

October 22, 2012

Chad Middendorf
 10531 Timberwood Circle, Suite D
 Louisville, KY 40223

RE: **Fresenius Medical Care Monmouth, LLC.**
Letter of Intent – Monmouth, IL

Dear Chad,

Cushman & Wakefield has been exclusively authorized by Fresenius Medical Care Monmouth, LLC a wholly owned subsidiary of Fresenius Medical Care Holdings, Inc. d/b/a Fresenius Medical Care North America (“FMCNA”) to present the following letter of intent to lease space from your company.

FMCNA is the world’s leading provider of dialysis products and services. The company manages in excess of 3,500 kidney dialysis clinics and 50 billing centers and regional offices throughout North America.

LANDLORD: Pekin 1.0 LLC
 10531 Timberwood Circle, Suite D
 Louisville, KY 4022

TENANT: Fresenius Medical Care Monmouth, LLC

LOCATION: 1225 N Main St.
 Monmouth, IL 61462

INITIAL SPACE REQUIREMENTS: Approximately 7,000 contiguous usable square feet.

FRESENIUS MEDICAL CARE MONMOUTH, LLC may have the need and therefore must have the option to increase or decrease the area by up to ten percent (10%) until approval of final construction drawings.

PRIMARY TERM: An initial lease term of fifteen (15) years. The Lease and rent would commence on the date that the facility starts treating patients. For purposes of establishing an actual occupancy date, both parties will execute an amendment after occupancy has occurred, setting forth dates for purposes of calculations, notices, or other events in the Lease that may be tied to a commencement date.

DELIVERY OF PREMISES: Landlord shall deliver the Premises to FRESENIUS MEDICAL CARE MONMOUTH, LLC for completion of the Tenant Improvements upon substantial completion of the shell.

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

OPTIONS TO RENEW:

Three (3), five (5) year options to renew the Lease. Option rental rates shall be based upon the lower of Fair Market Value or the increase in the Consumer Price Index over the previous five years, capped at 2.5% per year. FRESENIUS MEDICAL CARE MONMOUTH, LLC shall provide sixty (60) days' prior written notification of its desire to exercise the option.

RENTAL RATE:

\$19.75 per usable square foot

ESCALATION:

10% increase in years 6 and 11.

TENANT ALLOWANCE:

Please see Building Shell Exhibit. *(See attached file: Building Shell Exhibit (Existing Space) 09-15-2011.pdf)*

CONCESSIONS:

A rent free period of 3 months upon commencement.

USE:

FRESENIUS MEDICAL CARE MONMOUTH, LLC shall use and occupy the Premises for the purpose of an outpatient dialysis facility and related office uses and for no other purposes except those authorized in writing by Landlord, which shall not be unreasonably withheld, conditioned or delayed. FRESENIUS MEDICAL CARE MONMOUTH, LLC may operate on the Premises, at FRESENIUS MEDICAL CARE MONMOUTH, LLC 's option, on a seven (7) days a week, twenty-four (24) hours a day basis, subject to zoning and other regulatory requirements.

DEMISED PREMISES

SHELL:

Landlord is responsible for delivery a shell building in conformance with FRESENIUS MEDICAL CARE MONMOUTH, LLC 's specifications attached as *(See attached file: Building Shell Exhibit (Existing Space) 09-15-2011.pdf)*

CONTRACTOR FOR TENANT IMPROVEMENTS:

FRESENIUS MEDICAL CARE MONMOUTH, LLC will hire a contractor and/or subcontractors of their choosing to complete their tenant improvements utilizing the tenant allowance. FRESENIUS MEDICAL CARE MONMOUTH, LLC shall be responsible for the implementation and management of the tenant improvement construction and will not be responsible to pay for Landlord's project manager, if any.

HVAC:

Landlord will provide HVAC service to the space to meet FRESENIUS MEDICAL CARE MONMOUTH, LLC 's requirements as outlined in Exhibit A. FRESENIUS MEDICAL CARE MONMOUTH, LLC requires HVAC service 24 hours per day, 7 days per week. *(See attached file: Building Shell Exhibit (Existing Space) 09-15-2011.pdf)*

DELIVERIES:

FRESENIUS MEDICAL CARE MONMOUTH, LLC requires delivery access to the Premises 24 hours per day, 7 days per week.

EMERGENCY GENERATOR:

FRESENIUS MEDICAL CARE MONMOUTH, LLC shall have the right, at its cost, to install an emergency generator to service the Premises in a location to be mutually agreed upon between the parties.

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

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

**PRELIMINARY
IMPROVEMENT PLAN:**

At this time, please provide AutoCAD files that include one-eighth inch scale architectural drawings of the proposed demised premises and detailed building specifications.

PARKING:

Landlord will provide a parking ratio of 5 per 1,000 RSF with as many of those spaces as possible to be directly in front of the building for patient use. FRESENIUS MEDICAL CARE MONMOUTH, LLC shall require that 10% of the parking (**specify number**) be designated handicapped spaces plus one ambulance space (cost to designate parking spaces to be at Landlord's sole cost and expense).

BUILDING CODES:

FRESENIUS MEDICAL CARE MONMOUTH, LLC requires that the site, shell and all interior structures constructed or provided by the Landlord to meet all local, State, and Federal building code requirements, including all provisions of ADA.

**CORPORATE
IDENTIFICATION:**

Tenant shall have signage rights in accordance with local code.

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

Tenant shall be responsible for all Real Estate Taxes and Operating Expenses associate with the building.

**ASSIGNMENT/
SUBLETTING:**

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

MAINTENANCE:

Landlord shall, without expense to Tenant, maintain and make all necessary repairs to the exterior portions and structural portions of the Building to keep the building weather and water tight and structurally sound including, without limitation: foundations, structure, load bearing walls, exterior walls, doors and windows, the roof and roof supports, columns, retaining walls, gutters, downspouts, flashings, footings as well as any elevators, water mains, gas and sewer lines, sidewalks, private roadways, landscape, parking areas, common areas, and loading docks, if any, on or appurtenant to the Building or the Premises.

With respect to the parking and other exterior areas of the Building and subject to reasonable reimbursement by Tenant, Landlord shall perform the

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following, pursuant to good and accepted business practices throughout the term: repainting the exterior surfaces of the building when necessary, repairing, resurfacing, repaving, re-striping, and resealing, of the parking areas; repair of all curbing, sidewalks and directional markers; removal of snow and ice; landscaping; and provision of adequate lighting during all hours of darkness that Tenant shall be open for business.

Tenant shall maintain and keep the interior of the Premises in good repair, free of refuse and rubbish and shall return the same at the expiration or termination of the Lease in as good condition as received by Tenant, ordinary wear and tear, and damage or destruction by fire, flood, storm, civil commotion or other unavoidable causes excepted. Tenant shall be responsible for maintenance and repair of Tenant's equipment in the Premises.

UTILITIES:

Tenant shall pay all charges for water, electricity, gas, telephone and other utility services furnished to the Premises. Tenant shall receive all savings, credits, allowances, rebates or other incentives granted or awarded by any third party as a result of any of Tenant's utility specifications in the Premises. Landlord agrees to bring water, electricity, gas and sanitary sewer to the Premises in sizes and to the location specified by Tenant and pay for the cost of meters to meter their use. Landlord shall pay for all impact fees and tapping fees associated with such utilities.

SURRENDER:

At any time prior to the expiration or earlier termination of the Lease, Tenant may remove any or all the alterations, additions or installations, installed by or on behalf of Tenant, in such a manner as will not substantially injure the Premises. Tenant agrees to restore the portion of the Premises affected by Tenant's removal of such alterations, additions or installations to the same condition as existed prior to the making of such alterations, additions, or installations. Upon the expiration or earlier termination of the Lease, Tenant shall turn over the Premises to Landlord in good condition, ordinary wear and tear, damage or destruction by fire, flood, storm, civil commotion, or other unavoidable cause excepted. All alterations, additions, or installations not so removed by Tenant shall become the property of Landlord without liability on Landlord's part to pay for the same.

ZONING AND RESTRICTIVE COVENANTS:

Landlord confirms that the current property zoning is acceptable for the proposed use as an outpatient kidney dialysis clinic. There are no restrictive covenants imposed by the development, owner, and/or municipality that would in any way limit or restrict the operation of FRESINIUS MEDICAL CARE MONMOUTH, LLC 's dialysis clinic

FLOOD PLAIN:

Landlord confirms that the property and premises is not in a Flood Plain.

CAPITALIZATION TEST:

Landlord will complete the attached Accounting Classification Form to ensure FRESINIUS MEDICAL CARE MONMOUTH, LLC is not entering into a capitalized lease arrangement.

FINANCING:

Landlord will provide a non-disturbance agreement.

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

EXCLUSIVITY

Landlord will not, during the term of the Lease and any option terms, lease space in a 5 mile radius to any other provider of hemodialysis services.

ENVIRONMENTAL:

Landlord confirms that there is no asbestos present in the building and that there are no contaminants or environmental hazards in or on the property. A Phase One Environmental Study has been conducted and has been made available for FRESINIUS MEDICAL CARE MONMOUTH, LLC 's review. Landlord also confirms that no other tenants or their activities present issues as to the generation of hazardous materials.

DRAFT LEASE:

FRESINIUS MEDICAL CARE MONMOUTH, LLC requires the use of its Standard Form Lease, which is attached.

BROKERAGE FEE:

Cushman & Wakefield of Illinois, is the exclusive real estate services provider to FMCNA, its subsidiaries and affiliates. The Landlord will pay a market commission to Cushman & Wakefield of Illinois. The real estate commission shall be payable 50% upon lease execution and 50% upon occupancy. FRESINIUS MEDICAL CARE MONMOUTH, LLC and FMCNA shall retain the right to offset rent for failure to pay the real estate commission.

LEASE EXECUTION:

Both parties agree that they will make best efforts to reach a fully executed lease document within thirty days of the execution of this letter of intent.

LEASE SECURITY:

Fresenius Medical Holdings Corp shall fully guarantee the lease.

CONFIDENTIAL:

The material contained herein is confidential. It is intended for use of Landlord and Tenant solely in determining whether they desire to enter into a Lease, and it is not to be copied or discussed with any other person.

EXCLUSIVE NEGOTIATING PERIOD:

The parties agree that they will negotiate on an exclusive basis for a period of thirty (30) days from the execution of this document.

NON-BINDING NATURE:

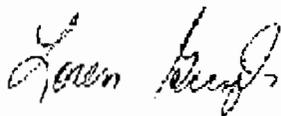
This proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive Lease agreement has been fully executed and delivered by the parties. The parties agree that this proposal is not intended to create any agreement or obligation by either party to negotiate a definitive Lease agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive, fully executed agreement, and without any liability to the other party, either party may (i) propose different terms from those summarized herein, (ii) enter into negotiations with other parties and/or (iii) unilaterally terminate all negotiations with the other party hereto.

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

If you are in agreement with these terms, please execute the document below and return a copy for our records.

You may email the proposal to loren.guzik@cushwake.com. Thank you for your time and cooperation in this matter, should you have any questions please call me at 312.470.1897.

Sincerely,



Loren Guzik
Senior Director
Office Group
Phone: 312-470-1897
Fax: 312-470-3800
e-mail: loren_guzik@cushwake.com

CC: Mr. Bill Popken

AGREED AND ACCEPTED this ____ day of _____, 2012

By: _____ Chad Middendorf _____

Title: _____ General Manager _____

AGREED AND ACCEPTED this ____ day of _____, 2012

By: _____

Title: _____

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

2011 Financial Statements for Fresenius Medical Care Holdings, Inc. were submitted previously to the Board with #12-056, Fresenius Medical Care RAI Lincoln Highway – Fairview Heights and are the same financials that pertain to this application. In order to reduce bulk these financials can be referred to if necessary.

Criterion 1120.310 Financial Viability

Financial Viability Waiver

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

Criterion 1120.310 (c) Reasonableness of Project and Related Costs

Read the criterion and provide the following:

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

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New Circ.*		Gross Sq. Ft. Mod. Circ.*		Const. \$ (A x C)	Mod. \$ (B x E)	
ESRD		162.00			7,000			\$1,134,000	\$1,134,000
Contingency		17.76			7,000			\$124,320	\$124,320
TOTALS		179.76			7,000			\$1,258,320	\$1,258,320

* Include the percentage (%) of space for circulation

Criterion 1120.310 (d) – Projected Operating Costs

Year 2017

Salaries	\$450,000
Benefits	112,500
Supplies	68,400
Total	<u>\$630,900</u>

Annual Treatments 8,986

Cost Per Treatment \$70.21

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

Year 2017

Depreciation/Amortization	\$105,051
Interest	<u>0</u>
CAPITAL COSTS	\$105,051

Treatments: 8,986

Capital Cost per treatment \$11.69

Criterion 1120.310(a) Reasonableness of Financing Arrangements

Fresenius Medical Care Monmouth, LLC

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

By: 

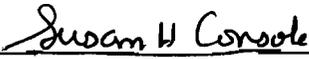
By: 

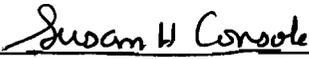
Title: _____
Mark Fawcett
Vice President & Treasurer

Title: Asst Treasurer

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

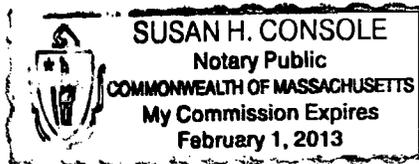
Notarization:
Subscribed and sworn to before me
this 31 day of Oct, 2012


Signature of Notary


Signature of Notary

Seal

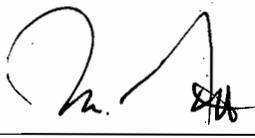
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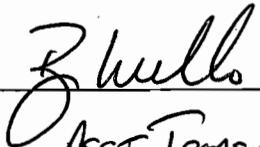


Criterion 1120.310(a) Reasonableness of Financing Arrangements

Fresenius Medical Care Holdings, Inc.

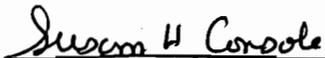
The applicant is paying for the project with cash on hand, and not borrowing any funds for the project. However, per the Board's rules the entering of a lease is treated as borrowing. As such, we are attesting that the entering into of a lease (borrowing) is less costly than the liquidation of existing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

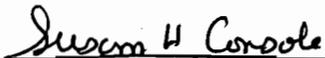
By: 
Title: Mark Fawcett
Vice President & Asst. Treasurer

By: 
Title: ASST TREASURER

Notarization:
Subscribed and sworn to before me
this 31 day of Oct, 2012

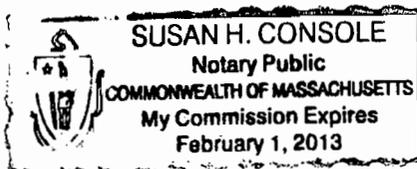
Notarization:
Subscribed and sworn to before me
this 31 day of Oct, 2012


Signature of Notary


Signature of Notary

Seal

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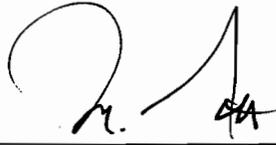
Criterion 1120.310(b) Conditions of Debt Financing

Fresenius Medical Care Monmouth, LLC

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

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

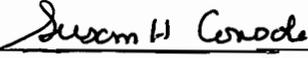
The expenses incurred with leasing the proposed facility and cost of leasing the equipment is less costly than constructing a new facility or purchasing new equipment.

By: 
ITS: Mark Fawcett
Vice President & Treasurer

By: 
ITS: ASST TREASURER

Notarization:
Subscribed and sworn to before me
this 31 day of Oct, 2012

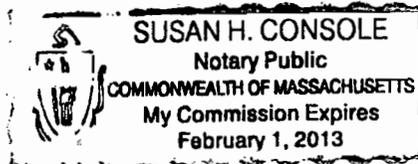
Notarization:
Subscribed and sworn to before me
this 31 day of Oct, 2012


Signature of Notary

Signature of Notary

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Criterion 1120.310(b) Conditions of Debt Financing

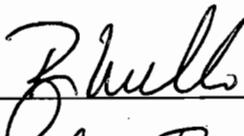
Fresenius Medical Care Holdings, Inc.

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

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

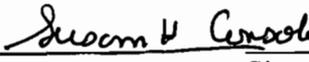
The expenses incurred with leasing the proposed facility and cost of leasing the equipment is less costly than constructing a new facility or purchasing new equipment.

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

By: 
ITS: Asst. Treasurer

Notarization:
Subscribed and sworn to before me
this 31 day of Oct, 2012

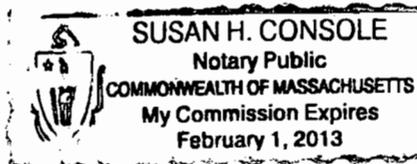
Notarization:
Subscribed and sworn to before me
this 31 day of Oct, 2012


Signature of Notary


Signature of Notary

Seal

Seal



Safety Net Impact Statement

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

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

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

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

Safety Net Information Fresenius Medical Care Facilities in Illinois			
NET REVENUE	\$364,295,636	\$397,467,778	\$353,355,908
CHARITY CARE			
	2009	2010	2011
Charity Care (# of self-pay patients)	260	146	93
Charity (self-pay) Cost	\$3,642,751	\$1,307,966	632,154
% of Charity Care to Net Rev.	1.00%	.33%	0.2%
MEDICAID			
	2009	2010	2011
Medicaid (# of patients)	1,783	1,828	1,865
Medicaid (revenue)	\$40,401,403	\$44,001,539	\$42,367,328
% of Medicaid to Net Revenue	11.9%	11.07%	12%

2011 data accounts for in-center hemodialysis patients only. 2009 & 2010 included some home dialysis patients and we were unable to remove them from the above numbers. Going forward data on in-center patients only will be submitted

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

While it may appear that the uncompensated numbers went down at a much higher rate than the rate the Medicaid numbers rose, one has to look at the percentage of the total number of patients/treatments for accurate comparison because the volume of Medicaid patients is significantly higher than that of uncompensated patients. For example in 2011 vs 2010 the percentage of the total for Medicaid was 12% and 11.7% respectively. In the same comparison for uncompensated care there was .2% vs .33% of the total. The Medicaid numbers increased .5% and the uncompensated care numbers decreased .1% as they relate to the total.

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

Charity Care Information

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

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

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

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

Uncompensated Care By Facility

Facility	Uncompensated Treatments			Uncompensated Costs		
	2009	2010	2011	2009	2010	2011
Fresenius Alsip	0	0	0	0	0	0
Fresenius Antioch	102	0	0	27,356	0	0
Fresenius Aurora	83	87	13	18,102	20,475	3,008
Fresenius Austin Community	140	0	0	38,748	0	0
Fresenius Berwyn	715	228	102	159,825	50,216	21,728
Fresenius Blue Island	174	80	0	47,787	22,092	0
Fresenius Bolingbrook	48	21	0	12,190	4,945	0
Fresenius Bridgeport	528	45	150	116,096	9,767	35,073
Fresenius Burbank	721	49	40	174,834	11,589	9,742
Fresenius Carbondale	79	42	0	21,053	11,058	0
Fresenius Chicago	328	45	1	87,584	13,006	294
Fresenius Chicago Westside	146	0	43	47,296	0	12,683
Fresenius Congress Parkway	176	14	0	45,015	3,555	0
Fresenius Crestwood	67	320	69	16,604	81,301	17,203
Fresenius Decatur	0	0	0	0	0	0
Fresenius Deerfield	0	0	0	0	0	0
Fresenius Downers Grove	20	233	0	4,604	55,040	0
Fresenius Du Page West	76	34	0	17,683	8,106	0
Fresenius Du Quoin	37	10	0	10,153	2,664	0
Fresenius East Peoria	52	0	0	11,791	0	0
Fresenius Elgin	0	0	0	0	0	0
Fresenius Elk Grove	127	53	51	28,162	11,934	12,501
Fresenius Evanston	194	215	90	48,763	55,760	22,969
Fresenius Evergreen Park	510	197	12	135,802	51,112	3,113
Fresenius Garfield	177	54	171	45,571	13,562	38,597
Fresenius Glendale Heights	159	15	9	34,921	3,565	2,023
Fresenius Glenview	87	46	169	19,416	9,809	37,965
Fresenius Greenwood	251	179	26	60,119	42,049	6,103
Fresenius Gurnee	122	35	25	28,363	7,609	5,350
Fresenius Hazel Crest	34	22	83	8,927	5,874	20,550
Fresenius Hoffman Estates	33	17	19	7,219	3,783	4,173
Fresenius Jackson Park	528	3	0	121,478	637	0
Fresenius Kewanee	0	72	0	0	20,269	0
Fresenius Lake Bluff	65	5	21	16,903	1,052	4,824
Fresenius Lakeview	27	13	11	7,284	3,026	2,712
Fresenius Lombard	0	0	0	0	0	0
Fresenius Macomb	0	0	0	0	0	0
Fresenius Marquette Park	362	0	0	90,374	0	0
Fresenius McHenry	186	5	1	53,929	1,240	265
Fresenius McLean County	67	19	23	16,821	4,012	5,111
Fresenius Melrose Park	19	0	2	5,048	0	479
Fresenius Merrionette Park	105	41	46	27,067	9,535	10,728
Fresenius Midway	0	0	0	0	0	0
Fresenius Mokena	44	3	0	15,784	976	0
Fresenius Morris	42	104	0	11,078	27,519	0
Fresenius Naperville	301	100	0	62,828	21,795	0
Fresenius Naperville North	183	0	18	45,371	0	3,887

Continued...

Continued Uncompensated Care by Facility

Facility	Uncompensated Treatments			Uncompensated Costs		
	2009	2010	2011	2009	2010	2011
Fresenius Niles	152	26	10	36,586	5,912	2,274
Fresenius Norridge	6	3	0	1,433	718	0
Fresenius North Avenue	94	74	0	23,140	17,785	0
Fresenius North Kilpatrick	0	64	0	0	14,161	0
Fresenius Northcenter	121	78	0	33,725	19,191	0
Fresenius Northwestern	226	77	160	54,801	20,482	43,652
Fresenius Oak Park	126	6	0	29,782	1,370	0
Fresenius Orland Park	121	0	12	29,308	0	3,072
Fresenius Oswego	12	1	0	3,294	277	0
Fresenius Ottawa	8	2	3	2,377	443	844
Fresenius Palatine	0	0	0	0	0	0
Fresenius Pekin	0	20	100	0	4,582	22,951
Fresenius Peoria Downtown	46	45	24	10,787	10,650	5,674
Fresenius Peoria North	54	13	0	12,693	3,116	0
Fresenius Plainfield	0	8	7	0	4,776	1,803
Fresenius Polk	231	104	102	57,903	25,023	25,642
Fresenius Pontiac	19	0	0	4,664	0	0
Fresenius Prairie	114	54	215	29,278	13,918	50,109
Fresenius Randolph County	4	32	0	1,200	8,794	0
Fresenius Rockford	74	24	0	23,729	6,932	0
Fresenius Rodgers Park	328	224	48	85,308	55,507	11,633
Fresenius Rolling Meadows	0	204	215	0	50,445	52,184
Fresenius Roseland	164	99	9	60,432	29,927	2,593
Fresenius Ross Dialysis Englewood	184	8	12	51,398	2,031	3,151
Fresenius Round Lake	182	1	54	42,228	231	12,274
Fresenius Saline County	21	11	0	5,679	2,892	0
Fresenius Sandwich	18	3	0	8,054	966	0
Fresenius Skokie	18	10	25	4,418	2,606	6,609
Fresenius South Chicago	747	278	135	196,277	67,614	31,622
Fresenius South Holland	127	104	0	29,620	24,321	0
Fresenius South Shore	110	8	0	29,182	1,943	0
Fresenius South Suburban	566	241	41	139,684	57,649	9,809
Fresenius Southside	483	137	27	120,241	32,823	6,263
Fresenius Southwestern Illinois	0	0	0	0	0	0
Fresenius Spoon River	38	35	0	8,910	8,633	0
Fresenius Spring Valley	1	31	9	221	6,446	1,952
Fresenius Streator	0	0	34	0	0	11,545
Fresenius Uptown	134	110	2	43,063	32,398	533
Fresenius Villa Park	369	27	0	91,054	6,488	0
Fresenius West Belmont	191	70	76	51,405	17,653	18,057
Fresenius West Chicago	44	0	0	23,875	0	0
Fresenius West Metro	880	237	143	178,477	47,199	29,431
Fresenius West Suburban	273	146	37	60,862	32,995	8,190
Fresenius Westchester	0	0	0	0	0	0
Fresenius Williamson County	0	28	0	0	7,360	0
Fresenius Willowbrook	45	0	0	10,771	0	0
Totals	13,448	5,037	2,695	3,343,810	1,235,189	642,947

Medicaid Treatments/Costs By Facility

Facility	Medicaid Treatments			Medicaid Costs		
	2009	2010	2011	2009	2010	2011
Alsip	624	749	732	188,014	212,319	202,715
Antioch	148	937	763	39,693	228,932	187,329
Aurora	1,230	1,521	1,464	267,289	356,763	338,760
Austin Community	1,574	2,111	2,405	435,633	514,900	631,509
Berwyn	3,618	4,102	3,792	808,338	903,204	807,772
Blue Island	1,901	1,937	2,043	521,183	537,714	525,668
Bolingbrook	1,246	1,628	1,721	316,437	382,502	403,285
Bridgeport	4,570	5,610	6,674	1,004,278	1,223,924	1,560,507
Burbank	2,142	2,046	2,274	519,411	488,784	553,829
Carbondale	1,214	1,650	885	323,528	434,440	208,033
Chicago	5,466	5,279	4,898	1,459,549	1,525,782	1,439,559
Chicago Westside	3,509	3,807	4,690	1,136,730	1,095,994	1,383,369
Congress Parkway	3,685	4,197	4,713	942,506	1,065,797	1,136,642
Crestwood	1,166	1,072	1,090	288,958	272,784	271,757
Decatur	1	136	221	234	35,461	57,763
Deerfield	0	100	156	0	43,140	50,046
Downers Grove	1,010	995	1,166	232,543	234,923	271,484
Du Page West	2,086	2,725	2,097	484,530	645,664	501,321
Du Quoin	318	203	99	87,259	54,088	24,270
East Peoria	607	1,083	548	137,256	245,724	128,413
Elgin	0	0	90	0	0	73,782
Elk Grove	1,414	1,996	2,207	313,551	453,597	541,081
Evanston	1,513	1,535	1,592	380,303	397,971	406,302
Evergreen Park	2,284	3,231	2,730	608,498	836,493	708,304
Garfield	2,684	3,299	3,238	691,027	828,310	730,863
Glendale Heights	2,085	2,332	2,290	457,922	554,123	514,638
Glenview	984	992	1,055	219,602	213,744	236,999
Greenwood	3,349	3,712	3,894	802,189	872,008	914,042
Gurnee	1,859	2,143	2,688	432,191	472,662	575,243
Hazel Crest	979	657	585	257,041	179,494	144,844
Hoffman Estates	1,726	2,513	3,112	377,555	559,184	683,470
Jackson Park	5,444	5,972	5,101	1,252,508	1,521,259	1,210,846
Kewanee	182	146	220	50,299	41,100	61,426
Lake Bluff	1,541	1,354	1,402	400,725	316,621	322,029
Lakeview	1,398	1,516	1,811	377,127	352,907	446,470
Lombard	0	0	44	0	0	21,595
Macomb	212	116	145	55,286	29,952	40,553
Marquette Park	2,339	2,473	2,126	583,937	678,627	541,896
McHenry	457	546	406	132,590	150,364	107,459
McLean County	1,225	1,044	711	307,556	220,456	157,995
Melrose Park	1,015	1,390	1,573	269,659	346,195	376,797
Merrionette Park	1,001	749	526	258,043	176,214	122,674
Midway	0	28	304	0	35,664	105,702
Mokena	0	125	295	0	40,676	82,346
Morris	119	200	324	31,388	52,788	78,235
Naperville	512	544	536	106,931	119,021	118,367
Naperville North	494	654	719	122,478	149,538	155,271

Continued...

Continued Medicaid Treatments/Costs By Facility

Facility	Medicaid Treatments			Medicaid Costs		
	2009	2010	2011	2009	2010	2011
Niles	1,675	1,914	2,129	403,072	443,720	484,136
Norridge	858	1,037	1,079	204,977	248,143	254,192
North Avenue	1,818	1,854	1,472	447,539	445,567	320,511
North Kilpatrick	2,323	2,504	3,856	507,261	553,942	820,684
Northcenter	1,603	1,981	2,015	446,783	490,534	479,942
Northwestern	3,103	2,954	3,322	752,429	789,266	906,323
Oak Park	1,972	2,142	1,836	466,108	488,856	428,507
Orland Park	734	774	606	177,784	205,942	155,116
Oswego	454	482	239	124,620	133,606	63,061
Ottawa	141	70	118	41,889	20,685	33,187
Palatine	0	0	15	0	0	12,802
Pekin	24	136	168	5,392	31,957	38,557
Peoria Downtown	1,238	1,283	856	290,322	306,923	202,385
Peoria North	374	265	229	87,495	63,487	54,170
Plainfield	0	390	695	0	124,618	178,985
Polk	3,151	3,509	3,042	791,176	845,905	764,725
Pontiac	185	284	261	45,411	67,468	61,369
Prairie	1,067	1,108	1,994	274,030	288,116	464,734
Randolph County	190	251	157	57,007	68,980	41,764
Rockford	540	747	0	174,124	215,743	0
Rodgers Park	1,433	1,756	2,268	372,702	435,136	549,669
Rolling Meadows	1,543	2,100	1,629	358,921	519,165	395,386
Roseland	641	1,506	1,702	236,200	455,105	490,393
Ross Dialysis Englewood	814	1,936	2,153	227,382	491,305	565,256
Round Lake	1,909	2,661	2,007	442,931	615,524	456,196
Saline County	676	441	189	182,823	121,425	54,160
Sandwich	60	145	212	32,813	46,687	65,769
Skokie	850	1,096	443	208,691	285,530	117,111
South Chicago	3,995	5,002	5,628	1,049,703	1,216,563	1,318,286
South Holland	1,304	1,603	1,366	304,132	374,873	344,529
South Shore	2,143	1,900	1,858	568,522	492,073	480,279
South Suburban	1,392	1,804	1,917	343,534	431,533	458,639
Southside	5,249	6,248	5,999	1,306,722	1,502,272	1,391,565
Southwestern Illinois	296	428	425	73,467	111,204	113,186
Spoon River	11	30	26	2,579	7,400	6,120
Spring Valley	39	267	356	8,607	56,430	77,209
Streator	7	34	30	2,692	11,273	10,187
Uptown	701	1,037	1,427	225,278	306,675	380,027
Villa Park	922	1,037	988	227,334	249,280	218,544
West Belmont	2,495	3,388	3,950	671,493	860,433	938,469
West Chicago	8	429	579	4,341	146,150	176,609
West Metro	6,331	7,147	5,727	1,283,292	1,422,379	1,178,679
West Suburban	5,951	5,841	5,234	1,326,700	1,324,430	1,158,568
Westchester	669	429	246	167,778	112,477	65,140
Williamson County	363	435	420	88,017	116,421	103,203
Willowbrook	474	1,065	1,087	113,458	250,894	254,937
Totals	134,666	156,600	156,121	32,811,313	37,899,912	37,298,532

(see following page for patient coverage options)

Fresenius Medical Care North America Community Care

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

American Kidney Fund

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

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

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

Indigent Waiver Program

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

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

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

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

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

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

IL Medicaid and Undocumented patients

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

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

FMCNA Collection policy

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

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

Medicare and Medicaid Eligibility

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

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

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

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

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

Self-Pay

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

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



Trip to:
695 N Kellogg St
 Galesburg, IL 61401-2807
 19.51 miles / 23 minutes

Notes

TO WESTERN IL KIDNEY CENTER DIALYSIS

A 1225 N Main St, Monmouth, IL 61462-1210

- | | | |
|--|---|--|
|  | 1. Start out going south on N Main St / US-67 toward US-34 W / US-67 S / IL-110 W / IL-164 W . Continue to follow N Main St . Map | 0.1 Mi
<i>0.1 Mi Total</i> |
|   | 2. Take the 1st left onto US-34 E / IL-110 E / IL-164 E . Continue to follow US-34 E / IL-110 E . Map | 17.2 Mi
<i>17.3 Mi Total</i> |
|  | 3. Take the Seminary St exit. Map | 0.3 Mi
<i>17.6 Mi Total</i> |
|  | 4. Keep right to take the ramp toward Knox College . Map | 0.03 Mi
<i>17.6 Mi Total</i> |
|  | 5. Merge onto N Seminary St . Map | 1.7 Mi
<i>19.3 Mi Total</i> |
|  | 6. Turn right onto E Mary St . Map | 0.09 Mi
<i>19.4 Mi Total</i> |
|  | 7. Take the 1st left onto N Kellogg St . Map | 0.1 Mi
<i>19.5 Mi Total</i> |
|  | 8. 695 N KELLOGG ST is on the left . Map | |

B 695 N Kellogg St, Galesburg, IL 61401-2807

Total Travel Estimate: **19.51 miles - about 23 minutes**

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Illinois
Kidney Disease &
Hypertension Center

November 12, 2012



RenalCare
Associates, S.C.

Nephrology Associates

Alexander J. Alonso, M.D.
Robert Bruha, M.D.
Paul T. Dreyer, M.D.
Anthony R. Horinek, M.D.
Gordon W. James, M.D.
Smitha Pamulaparthi, M.D.
Benjamin R. Pfleiderer, M.D.
Timothy A. Pfleiderer, M.D.
David C. Rosborough, M.D.
Samer B. Sader, M.D.
Kumarpal C. Shrishrimal, M.D.
Robert T. Sparrow, M.D., FASH
Parthasarathy Srinivasan, M.D.

Surgery Associates

John W. Hsu, M.D.
Beverly L. Ketel, M.D.
Timothy P. O'Connor, M.D., F.A.C.S.

Physician Assistants

Julie A. DeSutter, P.A.-C.
Holly R. Walker, P.A.-C.

Nurse Practitioners

Judith A. Dansizen, A.P.R.N.-B.C.
Karen A. Helfers, M.S.N., F.N.P.
Tonya K. McDougall, M.S.N., F.N.P.

Administrator

Beth A. Shaw, MBA

Main Offices

Peoria
200 E. Pennsylvania Ave., Suite 212
(309) 676-8123

Bloomington
1404 Eastland Drive, Suite 103
(309) 663-4766

Galesburg
765 N. Kellogg
(309) 343-4114

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

Dear Ms. Avery:

My name is Parthasarathy Srinivasan, M.D. and I am a nephrologist practicing in western Illinois with Renal Care Associates (RCA) and will be the medical director of the Fresenius Medical Care dialysis center in Monmouth. I am writing to support the establishment of the Monmouth dialysis facility. There are no other clinics within the 30 minutes travel time of this site except for Western IL Kidney Center which serves the Galesburg community and is at 87% capacity, limiting treatment schedule choices for my patients. As the census continues to grow, access will be severely limited and my concern is that the Galesburg/Monmouth area will have no access to dialysis services. The establishment of a facility in Monmouth will create the needed additional access for treatment as the Western IL Kidney Center is nearing capacity.

I along with my partners at Renal Care Associates have referred 247 new patients for hemodialysis services over the past twelve months. We were treating 563 hemodialysis patients at the end of 2009, 635 at the end of 2010, 728 at the end of 2011 and as of September 30, 2012 we were treating 778. We have over 900 patients in our practice in various stages of kidney failure. There are 99 patients living in the Monmouth area that I expect would begin dialysis at the new proposed facility (accounting for a 30% loss of patients prior to dialysis commencement approximately 69 will be referred in the first two years of operation of the clinic).

RCA strongly encourages patients to explore other treatment choices such as transplantation and home dialysis through pre-dialysis education. We currently have 128 patients dialyzing at home. The central Illinois clinics at which we serve as medical director have had a combined average of 46 transplants per year over the last three years.

I respectfully ask the Board to approve the Fresenius Medical Care Monmouth dialysis facility to keep access available to this rural patient population and to meet the need evidenced by the high utilization in the area and the declining access within the 30 minute travel time. Thank you for your consideration.

Physician Referrals

APPENDIX - 2

I attest to the fact that to the best of my 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.

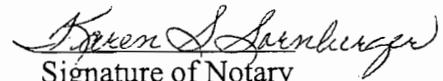
Sincerely,

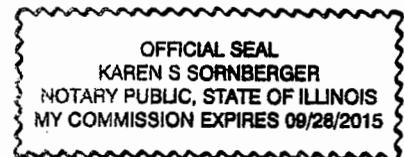


Parthasarathy Srinivasan, M.D.

Notarization:

Subscribed and sworn to before me this 14th day of November 2012


Signature of Notary
(seal)



PRE-ESRD PATIENTS EXPECTED TO BE REFERRED TO THE MONMOUTH FACILITY THE 1ST TWO YEARS AFTER RELOCATING

Zip Code	Pre-ESRD
61231	1
61410	22
61412	6
61415	5
61418	1
61423	4
61437	2
61447	2
61453	1
61462	32
61469	6
61473	9
61478	2
61480	5
61517	1
Total	99

(It is expected that approximately 30% of the above patients will no longer require dialysis services by the time the facility is relocated due to death, transplant or moving out of the area. Therefore approximately 69 of the above patients will actually begin dialysis services at the Monmouth facility.) This doesn't include any patients who present in ER with kidney failure who will require immediate dialysis services.

**NEW HEMODIALYSIS REFERRALS OF RENAL CARE ASSOCIATES FOR THE TIME
PERIOD 10/01/2011 – 09/30/2012**

Zip Code	Fresenius Medical Care												Western IL Kidney Center	Total	
	Bloomington	Spoon River	East Peoria	Kewanee	Macomb	Ottawa	Pekin	Peoria Downtown	Peoria North	Pontiac	Spring Valley	Streator			
60482					1										1
60531						2									2
61301											3				3
61329											1				1
61341						2									2
61342											1				1
61344				1											1
61348											1				1
61350						10									10
61356											5				5
61359											1				1
61360						1									1
61364												5			5
61370						1									1
61377												1			1
61379											1				1
61401													44		44
61410													2		2
61422					1								1		2
61434													1		1
61440													1		1
61441		1											1		2
61443				4									1		5
61445					3										3
61448													1		1
61455					3										3
61462													4		4
61465													2		2
61473													1		1
61480													2		2
61483													1		1
61490													1		1
61520		4					2								6
61523									2						2
61529		1	1												2
61531		1													1
61536			1						1						2
61537									1						1
61540									1						1
61542								1							1
61546							2								2
61550			2					1							3
61554			2				9								11
61560									1						1
61569		1													1
61571			7												7
61572		1													1
61603								8	1						9
61604			1					9	3						13
61605								7							7
61606			1												1
61607			1					2							3
61610								1							1
61611			7												7
61614			1					4	3						8
61615								3	3						6
61616								1	1						2
61701	12										1				13
61702	2														2
61704	6														6
61721	1														1
61725	1														1
61727	1														1
61728										1					1
61745	2														2
61747							1								1
61761	1														1
61764										3					3
61774	1														1
61776	1														1
62644		1													1
63115	1														1
Total	29	10	24	5	8	16	14	37	17	5	13	6	63	247	

HEMODIALYSIS PATIENTS AS OF DECEMBER 31, 2009

ZIP CODE	FRESENIUS MEDICAL CARE												TOTAL
	BLOOMINGTON	EAST PEORIA	KEWANEE	MACOMB	OTTAWA	PDGN	PEORIA DOWNTOWN	PEORIA NORTH	PONTIAC	SPOON RIVER	SPRING VALLEY	STREATOR	
60146							1						1
60420									3				3
60460									2				2
60470												1	1
60510							1						1
60518					1								1
60543					1								1
60921									3				3
60934									1				1
60936									1				1
61282													1
61301									2			11	13
61312											1		1
61314			1										1
61317													1
61319									2		1	1	3
61321	1												1
61322											5		5
61327											2		2
61329											2		2
61335											1		1
61336											1		1
61341					6								6
61342											4		4
61348											5		5
61350												1	1
61354					13								13
61356			1								8		9
61360					1						9		10
61361													1
61362			1										2
61364											8		8
61373					4							12	16
61377					2							2	2
61401									1				1
61420													1
61422					1								1
61434					9								9
61441			1										1
61443					1								1
61445			15										15
61445													1
61450													1
61455													8
61483			2										2
61484					1								1
61491									1				1
61517									1				1
61520													1
61523										8			8
61524									1				1
61525													1
61528													1
61529										1			1
61531										1			1
61533										3			3
61534													1
61536										1			1
61537		1									2		3
61542										2			2
61546						5							5
61548													3
61550													8
61552													1
61554													30
61555													2
61559													1
61561	1		1										2
61562													1
61564													2
61568													2
61569										1			1
61571			12										12
61602													1
61603			6										6
61604			5										5
61605			4										4
61606													4
61607													7
61610			3										3
61611			10										10
61612													1
61614			6										6
61615			1										1
61616			1										1
61650													1
61653			1										1
61701													2
61702													2
61704													11
61705													1
61721													1
61722													1
61730													1
61732													1
61734													3
61738													2
61741													1
61745													2
61747													1
61748													2
61752													7
61753													1
61755													1
61759													1
61761													21
61764													13
61769													1
61777													2
61822													1
61842													2
62311													1
62644													4
TOTAL	79	64	21	18	28	41	123	58	29	25	60	17	569

HEMODIALYSIS PATIENTS AS OF DECEMBER 31, 2010

ZIP CODE	FRESenius MEDICAL CARE													DAVITA	TOTAL	
	BLOOMINGTON	EAST PEORIA	Kewanee	MACOMB	OTTAWA	PEOH	PEORIA DOWNTOWN	PEORIA NORTH	PONTIAC	SPOON RIVER	SPRING VALLEY	STREATOR	LINCOLN			
60662	1															1
60420	1															1
60460	2															2
60510	1															1
60518	4															4
60643	1															1
60921	1															1
60922	2															2
60934	1															1
61071	1															1
61071	1															1
61264	1															1
61261	1															1
61301	8															8
61312	1															1
61319	2															2
61320	2															2
61321	1															1
61322	4															4
61326	1															1
61327	1															1
61329	1															1
61336	2															2
61340	6															6
61342	5															5
61348	2															2
61349	1															1
61350	12															12
61354	3															3
61356	11															11
61358	1															1
61363	1															1
61362	2									10						12
61364										18						18
61269										2						2
61375										1						1
61377										3						3
61379										1						1
61401										3						3
61426										1						1
61427										2						2
61434										1						1
61441										1						1
61443										14						14
61435										4						4
61438										1						1
61439										1						1
61473										1						1
61483										4						4
61484										1						1
61491										2						2
61501										1						1
61517										2						2
61520										16						16
61523										9						9
61525										2						2
61526										1						1
61528										2						2
61529										1						1
61530										6						6
61531										3						3
61533										1						1
61536										3						3
61537										2						2
61540										2						2
61542										3						3
61546										4						4
61547										2						2
61548										5						5
61550										13						13
61552										1						1
61554		15								25						30
61555		1														1
61559		3														3
61560		1														1
61561		2														2
61562		1														1
61564		3														3
61565		1														1
61568		3														3
61568		4														4
61571		15														15
61372		2														2
61602		4														4
61603		21	7													28
61604							14									40
61605							20	28								48
61606							2	2								2
61607							8									8
61610							3									3
61611							7			5						12
61612										1						1
61614										24						24
61615										12						12
61616										6						6
61650										1						1
61653										2						2
61701										21	20					39
61702										2						2
61704										6						11
61705											5					2
61721											2					1
61723											1					2
61726											2					4
61727											3					2
61728											2					1
61729											1					1
61730											1					1
61731											1					1
61734											2					2
61738											1					1
61739											3					3
61745											1					1
61749											3					2
61749											1					2
61752											4					4
61753											2					2
61755											1					1
61758											1					1
61760											2					2
61761											20					20
61764											9					12
61769											1					1
61774											1					1
61776											1					1
61777											1					1
61842											1					1
61856											1					1
62367											1					1
62649											4					5
62644											4					2
62656											1					2
62664											2					2
62682											1					2
TOTAL	85	76	26	7	34	48	132	62	36	34	69	19	7			635

///

HEMODIALYSIS PATIENTS AS OF DECEMBER 31, 2011

FRESenius MEDICAL CARE													
Zip Code	Bloomington	Spoon River	Peoria Downtown	East Peoria	Kewanee	Macomb	North Peoria	Ottawa	Pekin	Puntais	Spring Valley	Stratton	Total
60802			2										1
60160										2			2
60558								1				1	2
60623	1												1
60640										1			1
60643						1							1
60707											2		2
60923										2			2
60929										1			1
60934										1			1
60937										1			1
61301				1							11		12
61312											2		2
61319										3			3
61320											1		1
61321										1			1
61322											7		7
61326											1		1
61327											1		1
61329											1		1
61332											1		1
61336											4		4
61341								7					7
61342								3			5		8
61348											1		1
61348											3		3
61349											1		1
61350								21					21
61354											5		5
61356											15		15
61361					1						16		17
61362											4		4
61364		1						4				24	29
61369										1			1
61373								2					2
61375											1		1
61379											2		2
61401			1										1
61422						2							2
61427		3											3
61434					1								1
61443					21								21
61450						1							1
61455		2				9							11
61483					3								3
61484						1							1
61495					2		1						3
61501						2							2
61517							4						4
61520		22							1				23
61523			1				5						6
61524		1											1
61525							1						1
61526							1						1
61529			1				2						3
61529		2											2
61530					5								5
61531													0
61531		4											4
61533		1											1
61534									1				1
61536			1				2						3
61537											1		1
61537											2		2
61540				1			1						2
61542		3											3
61546								2					2
61546								2					2
61547			1						1				2
61548				3									3
61550			1	3									4
61550				3									3
61554				2				12					14
61554				7				29					36
61555								2					2
61559						1		1					2
61560											1		1
61561	1												1
61562							1						1
61564									2				2
61568			1						1				2
61569		3	1										4
61571					27								27
61572		2											2
61602							1						1
61603			16	3			5						24
61604			25	12			11						48
61605			44	5			2						51
61606			2										2
61607			5	2			1		1				9
61610			2	2									4
61611	1		1	13									15
61612			1										1
61614			5	4			21				1		31
61615			6	2			4						14
61616			2	2			4						8
61650			1										1
61653							1						1
61701		32											32
61702		3											3
61704		14											14
61705		1											1
61721										1			1
61721		1											1
61726										2			2
61727		9											9
61728										3			3
61730		1											1
61732		1											1
61734									2				2
61730		2											2
61739										2			2
61745		1											1
61748		2								1			3
61752		4											4
61755				1									1
61760										2			2
61761	20												20
61764										3			3
61764										14			14
61769										1			1
61774		1											1
61776		1											1
61842		1											1
61856		1											1
61940		1											1
62313						1							1
62367						1							1
62644		4							1				5
62664		1								1			2
62662										1			1
Total	99	50	118	30	29	18	72	30	59	42	84	27	728

Hemodialysis Patients as of September 30, 2012

Zip Code	Fresenius Medical Care												Western IL Kidney Center	Total		
	Bloomington	Spoon River	East Peoria	Kewanee	Macomb	Ottawa	Pekin	Peoria Downtown	Peoria North	Pontiac	Spring Valley	Streator				
60460										2						2
60518						1						1				2
60921										2						2
60929										1						1
60934										1						1
61301			1								11					12
61312											2					2
61319										3						3
61320											1					1
61321										1						1
61322											7					7
61326											1					1
61327											1					1
61329											1					1
61332											1					1
61336											4					4
61341						7										7
61342						3					5					8
61348											4					4
61349											1					1
61350											21					21
61354						5										5
61356											15					15
61361				1												1
61362											16					16
61364						4						24				29
61369		1										1				2
61373							2				1					2
61375											1					1
61379											2					2
61401								1							45	46
61410														3		3
61414														1		1
61422						2										2
61427																3
61434		3				1										4
61443				21												21
61450					1											1
61455		2			9											11
61462														5		5
61467														1		1
61471														1		1
61483				3										1		4
61484					1											1
61491				2					1							3
61501					2											2
61517									4							4
61520		22					1		1	5						23
61523																6
61524		1														1
61525									1							1
61526									1							1
61528								1	2							3
61529		2														2
61530			5													5
61531		4														4
61533		1														1
61534								1								1
61536		1							2							3
61537											3					3
61540			1							1						2
61542		3														3
61546							5									5
61547							1	1								2
61548			3													3
61550			6						1							7
61554			9					41								50
61555								2								2
61559						1			2							3
61560											1					1
61561	1															1
61562									1							1
61564								2								2
61568								1	1							2
61569		3							1							4
61571			27													27
61572		2														2
61602									1							1
61603			3						16	5						24
61604			12						25	11						48
61605			5						44	2						51
61606									2							2
61607			2				1	5	1							9
61610			2						2							4
61611	1		13						1							15
61612									1							1
61614			4						5	21			1			31
61615			2						6	6						14
61616			2						2	4						8
61650									1							1
61653										1						1
61701		32														32
61702		3														3
61704		14														14
61705		1														1
61721		1								1						2
61726										2						2
61727		3														3
61728										3						3
61730		1														1
61732		1														1
61734								2								2
61738		2														2
61739										2						2
61745		1														1
61748		2								1						3
61752		4														4
61755			1													1
61760										2						2
61761		20														20
61764										17						17
61769										1						1
61774		1														1
61776		1														1
61842		1														1
61856		1														1
61840		1														1
62311						1										1
62367						1										1
62844		4						1								5
62864		1														1
62882									1							1
Total	92	50	98	27	19	22	59	117	72	40	98	27	57	778		