DEPARTMENT OF PUBLIC HEALTH STATE OF ILLINOIS

THE DEPARTMENT OF PUBLIC HEALTH, STATE OF ILLINOIS,)		
Complainant,	}	Docket No	ASTC 15-005
v.	·)	Docket No.	ASTC 13-003
ALBANY MEDICAL SURGICAL CENTER, <i>License No. 7000789</i> ,)		
Respondent.)		

FINAL ORDER

The attached Consent Agreement of the parties is approved, and IT IS HEREBY ORDERED that this matter is dismissed pursuant to the terms contained herein.

ILLINOIS DEPARTMENT OF PUBLIC HEALTH

By:

Director

DEPARTMENT OF PUBLIC HEALTH STATE OF ILLINOIS

THE DEPARTMENT OF PUBLIC HEALTH, STATE OF ILLINOIS,	
Complainant,	
v.	Docket No. ASTC 15-005
ALBANY MEDICAL SURGICAL CENTER, License No. 7000789,	
Respondent.)
PROOF OF	<u>SERVICE</u>
The undersigned certifies that she caused a true a be served by regular mail in a sealed envelope, po	
Richard M. Kates Attorney at Law 111 West Washington Street, Suite 1900 Chicago, IL 60602 That said document was deposited in the United	States Post Office at Chicago, Illinois, on the
day of, 2015.	
	Marcia Hollins Illinois Department of Public Health
cc: Camela Gardner, A.L.J. Debra Bryars, OHCR Karen Senger, OHCR Henry Kowalenko, OHCR Melissa Cheffy [Springfield Final Order Fi	ile]

DEPARTMENT OF PUBLIC HEALTH STATE OF ILLINOIS

THE DEPARTMENT OF PUBLIC HEALTH, STATE OF ILLINOIS,)		
Complainant,	j	D 1 (N	1000 4 F 00 F
v.)	Docket No.	ASTC 15-005
ALBANY MEDICAL SURGICAL CENTER, License No. 7000789,)		
Respondent.)		

CONSENT AGREEMENT AND REQUEST FOR FINAL ORDER

NOW COME the Complainant and the Respondent, by and through their attorneys, and request the Director of the Illinois Department of Public Health to issue a Final Order in the above-captioned matter consistent with the following:

RECITALS

- 1. The Illinois Department of Public Health ("Department") is designated as the State Agency to administer the provisions of the Ambulatory Surgical Treatment Center Act (210 ILCS 5/1 et seq.) ("Act") and the Ambulatory Surgical Treatment Center Licensing Requirements Code (77 Ill. Adm. Code 205) ("Code").
- 2. Albany Medical Surgical Center ("Respondent" or "Facility") was, at all pertinent times, licensed by the Department to operate a facility located at 5086 North Elston Avenue, Chicago, Illinois 60630. Respondent is the licensee of the ambulatory surgical treatment center as that term is defined in § 3(A) of the Act.
- 3. The Department issued an ambulatory surgical treatment center license License No. 7000789 to Respondent on or about November 24, 2014. Per Code § 205.118(g), licenses are valid for one year. Respondent's license was due to expire on November 24, 2015.
- 4. On July 24, 2015, the Department and Respondent executed a Consent Agreement and Final Order, incorporated herein as Enclosure I, to resolve *Illinois Department of Public Health v. Albany Medical Surgical Center* Notice of License Revocation; Notice of Fine Assessment; and Notice of Opportunity for Administrative Hearing (Docket No. ASTC 15-002).
- 5. On or about September 23, 2015, Respondent submitted an ambulatory surgical treatment center licensure renewal application pursuant to Code § 205.125. The

- application stated that Family Planning Associates Medical Group ("FPAMG") was the independent contractor that would manage and operate the Facility.
- 6. On or about October 26, 2015, the Department received a letter from E. Steve Lichtenberg, MD, MPH, stating that FPAMG would no longer be managing the Facility, effective October 21, 2015. Additionally, the letter informed the Department that the Facility's administrator, medical director and supervising nurse the same individuals identified in Respondent's renewal application were resigning effective 11:59 p.m., October 21, 2015.
- 7. With the departure of FPAMG, Respondent did not have the necessary staff to comply with the Act or Code §§ 205.118, 205.125, 205.210, 205.220 and 205.230 since October 21, 2015.
- 8. On or about November 18, 2015, the Department issued a Notice of Refusal to Renew License; and Notice of Opportunity for Administrative Hearing to Respondent (Docket No. ASTC 15-005), incorporated herein as Enclosure II.
- 9. Respondent timely requested a hearing to contest the Department's allegations, determinations, and notices set forth in Paragraph 8 above.
- 10. The Department and Respondent have agreed, in order to resolve this matter, that Respondent be permitted to enter into this Consent Agreement and Request for Final Order ("Consent Agreement") with the Department, providing for the imposition of certain provisions that are consistent with the best interests of the People of the State of Illinois, subject to the entering of a Final Order dismissing this matter.
- 11. This Consent Agreement is a compromise and settlement of violations alleged in Docket Number ASTC 15-005. This Consent Agreement shall not be used in determining liability in any action brought by a third party not a signatory to this Consent Agreement against Respondent. Nothing herein shall be considered an admission of fault of any kind by Respondent as to any action brought by a third party, nor shall anything herein be considered a reflection of any weakness of proof by the Department. The parties agree that this Consent Agreement is entered into solely for the purpose of settlement and, except for actions between the Department and Respondent, does not constitute an admission of any liability or wrongdoing by the Respondent, its parent, subsidiaries or other related entities, or each of its directors, officers, employees, agents, successors, assigns and attorneys. Nothing in this Paragraph shall prevent the Department from using violations admitted herein in any other matter before the Department.

NOW, THEREFORE, in consideration of the aforesaid Recitals and representations, the mutual covenants and provisions hereinafter set forth, and for other good and valuable

consideration, the receipt and sufficiency of which are mutually acknowledged by the parties, the parties hereby agree as follows:

ARTICLE I Respondent's Consideration

- 1.1 Respondent hereby withdraws its request for a hearing in this matter, thereby expressly waiving its right to contest the Notice of Refusal to Renew License as described in Paragraph 8 of the Recitals.
- 1.2 Within ten days of receipt of the Department's Final Order in this matter, Respondent shall voluntarily surrender its ambulatory surgical treatment center license License No. 7000789 to the Department. The license must be delivered to Karen Senger, Division of Health Care Facilities and Programs, Illinois Department of Public Health, 525 West Jefferson Street, 4th Floor, Springfield, Illinois 62761.
- 1.3 Upon execution of this Consent Agreement, Respondent releases the Department from its obligations under the Consent Agreement dated July 24, 2015, as described in Paragraph 4 of the Recitals.

ARTICLE II <u>Department's Consideration</u>

- 2.1 The Department hereby acknowledges that Respondent, notwithstanding varied efforts, has been unable to locate quality staff to manage and operate the Facility in compliance with the Act and Code.
- 2.2 Upon execution of this Consent Agreement, the Department releases Respondent from its obligations under the Consent Agreement dated July 24, 2015, as described in Paragraph 4 of the Recitals.

ARTICLE III General Provisions

- 3.1 This Consent Agreement shall become binding on, and shall inure to the benefit of, the parties hereto, their successors, or assignees immediately upon the execution of this Consent Agreement by the Director of Public Health, or his designee, dismissing the above-captioned matter with prejudice.
- 3.2 The provisions of this Consent Agreement shall apply notwithstanding any transfer of facility ownership or interest. Should Respondent fail to comply with any

provisions of this Consent Agreement, the Department may reinstate this action against Respondent, and if Respondent no longer exists as a legal entity, said action shall proceed against any person having five percent (5%) or more interest in Respondent.

- 3.3 In the event that any of the provisions of Article I are not complied with within the times specified therein, this Consent Agreement will be held for naught, except for the provisions referred to in Paragraph 1.1 wherein Respondent has withdrawn its request for hearing to contest this matter.
- 3.4 It is hereby agreed that this matter be dismissed with prejudice, all matters in controversy for which this matter was brought having been fully settled, compromised, and adjourned.
- 3.5 This Consent Agreement constitutes the entire agreement of the parties, and no other understandings, agreements, or representations, oral or otherwise, exist or have been made by or among the parties with respect to Docket No. ASTC 15-005. The parties hereto acknowledge that they, and each of them, have read and understood this Consent Agreement in all respects.

ILLINOIS DEPARTMENT OF PUBLIC HEALTH

By: Snigdha Acharya

Deputy General Counsel

Illinois Department of Public Health

Date

ALBANY MEDICAL SURGICAL CENTER

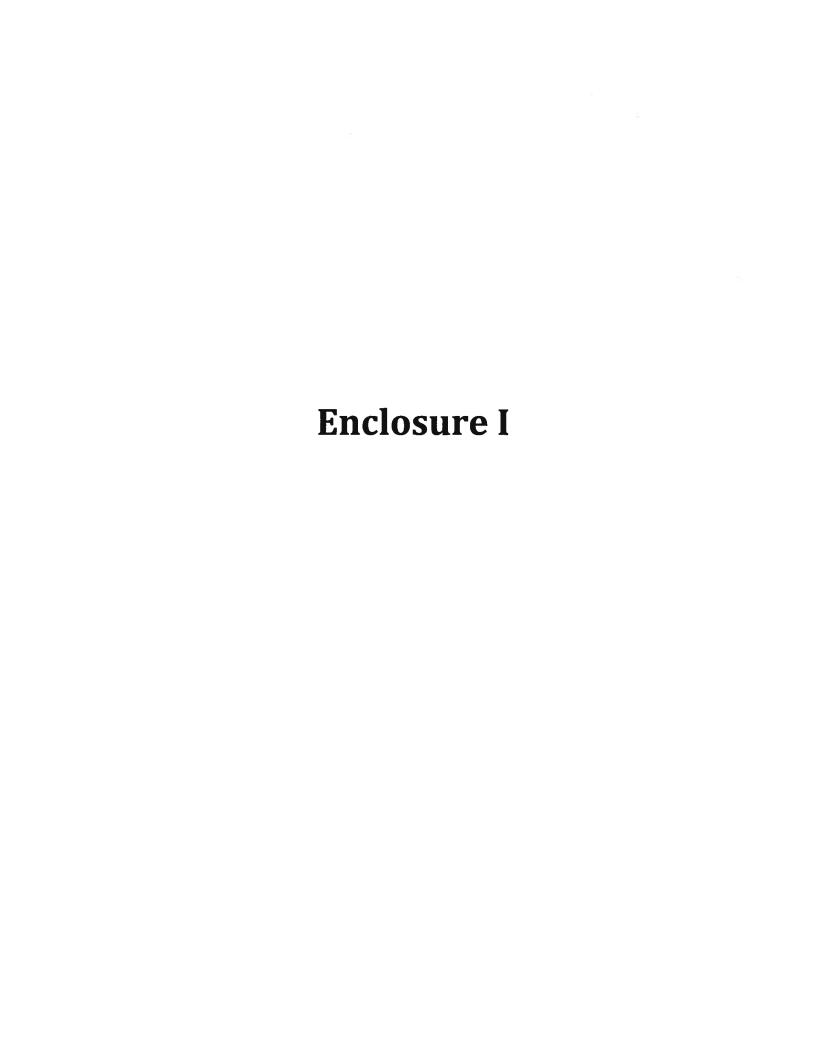
By: Richard M. Kates

Attorney on behalf of

Albany Medical Surgical Center

Date

25/16



DEPARTMENT OF PUBLIC HEALTH STATE OF ILLINOIS

THE DEPARTMENT OF PUBLIC HEALTH, STATE OF ILLINOIS,	}	
Complainant,)) Docket 1	No. ASTC 15-002
v.) Docket I	10. ASTC 13-002
ALBANY MEDICAL SURGICAL CENTER, License No. 7000789,) }	
Respondent.)	

PROOF OF SERVICE

The undersigned certifies that she caused a true and correct copy of the attached Final Order to be served by certified mail in a sealed envelope, postage prepaid, to:

Richard M. Kates Attorney at Law 111 West Washington Street, Suite 1900 Chicago, IL 60602

That said document was deposited in the United States Post Office at Chicago, Illinois, on the

24th day of July, 2015.

Marcia Hollins

Illinois Department of Public Health

cc: Camela Gardner, A.L.J.
Debra Bryars, OHCR
Karen Senger, OHCR
Henry Kowalenko, OHCR
Melissa Cheffy [Springfield Final Order File]
Sean McAuliff

DEPARTMENT OF PUBLIC HEALTH STATE OF ILLINOIS

THE DEPARTMENT OF PUBLIC HEALTH, STATE OF ILLINOIS,)		
Complainant,) }	Docket No.	ASTC 15-002
v. ALBANY MEDICAL SURGICAL CENTER, License No. 7000789,)))		
Respondent.)		

FINAL ORDER

The attached Consent Agreement of the parties is approved, and IT IS HEREBY ORDERED that this matter is dismissed pursuant to the terms contained herein.

	ILLINOIS DEPARTMENT OF PU	BLIC HEALTH
	1 TIN ID	7-24-15
By:	Nirav O. Sheh, M.D., J.D.	Date
	Director	

DEPARTMENT OF PUBLIC HEALTH STATE OF ILLINOIS

THE DEPARTMENT OF PUBLIC HEALTH, STATE OF ILLINOIS,)		
Complainant,)	Docket No.	ASTC 15-002
v.	{	Docket Ivo.	ASTC 13-002
ALBANY MEDICAL SURGICAL CENTER, License No. 7000789,	}		
Respondent)		

CONSENT AGREEMENT AND REQUEST FOR FINAL ORDER

NOW COME the Complainant and the Respondent, by and through their attorneys, and request the Director of the Illinois Department of Public Health to issue a Final Order in the above-captioned matter consistent with the following:

RECITALS

- 1. The Illinois Department of Public Health ("Department" or "IDPH") is designated as the State Agency to administer the provisions of the Ambulatory Surgical Treatment Center Act (210 ILCS 5/1 et seq. (2013)) ("Act") and the Ambulatory Surgical Treatment Center Licensing Requirements Code (77 Ill. Adm. Code 205) ("Code").
- 2. Albany Medical Surgical Center ("Respondent") was, at all pertinent times, licensed by the Department to operate a facility located at 5086 North Elston Avenue, Chicago, Illinois 60630. Respondent is the licensee of the ambulatory surgical treatment center as that term is defined in Section 3(A) of the Act.
- 3. Employees of the Department conducted investigations of Respondent's facility on or about August 28, 2013, August 21, 2014, and January 5, 2015, which resulted in the issuance of the Notice of License Revocation; Notice of Fine Assessment; and Notice of Opportunity for Administrative Hearing (collectively "Notice of Revocation"), as more fully set forth in Attachment A incorporated herein. The basis for the Department's determinations is set forth in the Statements of Deficiencies, also contained in Attachment A.
- 4. Respondent timely requested a hearing to contest the Department's allegations, determinations, and notices set forth in Paragraph 3 above.
- 5. The Department has approved Respondent's written plan of correction dated May 15.

2015 ("POC"), incorporated herein as Attachment B.

- 6. The Department and Respondent have agreed, in order to resolve this matter, that Respondent be permitted to enter into this Consent Agreement and Request for Final Order ("Consent Agreement") with the Department, providing for the imposition of certain provisions that are consistent with the best interests of the People of the State of Illinois, subject to the entering of a Final Order dismissing this matter.
- 7. This Consent Agreement is a compromise and settlement of violations alleged in Docket Number ASTC 15-002. This Consent Agreement shall not be used in determining liability in any action brought by a third party not a signatory to this Consent Agreement against Respondent. Nothing herein shall be considered an admission of fault of any kind by Respondent as to any action brought by a third party, nor shall anything herein be considered a reflection of any weakness of proof by the Department. The parties agree that this Consent Agreement is entered into solely for the purpose of settlement and, except for actions between the Department and Respondent, does not constitute an admission of any liability or wrongdoing by the Respondent, its parent, subsidiaries or other related entities, or each of its directors, officers, employees, agents, successors, assigns and attorneys. Nothing in this Paragraph shall prevent the Department from using violations imposed herein in any other matter before the Department, as set forth in Paragraph 1.2 below.

NOW, THEREFORE, in consideration of the aforesaid Recitals and representations, the mutual covenants and provisions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged by the parties, the parties hereby agree as follows:

ARTICLE I Respondent's Consideration

- 1.1 Respondent hereby withdraws its request for a hearing in this matter, thereby expressly waiving its right to contest the Statements of Deficiencies and Notice of Fine Assessment, as described in Paragraph 3 of the Recitals and amended by this Consent Agreement.
- 1.2 The Respondent agrees not to contest the imposition of the violations in the present matter or contest that they were imposed in any future matter before the Department. Therefore, the violations of the Code identified in Attachment A are imposed against the Respondent and Respondent agrees to pay the Fine Assessment pursuant to the terms set forth in Paragraph 1.3 below.
- 1.3 Within thirty days of receipt of the Department's Final Order in this matter, Respondent must deliver to the Department a check in the amount of Twenty-five Thousand dollars

(\$25,000.00) ("agreed fine amount"). The check for the agreed fine amount shall be made out to the Illinois Department of Public Health, and delivered to the Illinois Department of Public Health, P.O. Box 4263, Springfield, Illinois 62708. The agreed fine amount will be in full satisfaction of all matters in controversy for which this action was brought by the Department against Respondent.

- 1.4 The Respondent must follow the plan of correction as set forth in Attachment B. The deadlines set forth in this Consent Agreement supersede the deadlines established in the POC.
- 1.5 The Respondent must adhere to the following deadlines related to the building construction plans in the POC:

a. Design Development Submittal:

September 4, 2015.

b. IDPH Review Complete:

September 18, 2015.

c. Construction Document IDPH Submittal (100%):

January 8, 2016.

d. IDPH Review Complete:

February 5, 2016.

e. Building Permit/Bidding Completion:

April 14, 2016.

f. Construction Completion:

December 14, 2016.

g. Pre-occupancy Certification Submission:

December 14, 2016.

h. IDPH Occupancy Permit:

January 14, 2017.

- 1.6 The Respondent must adhere to the following procedures until the Respondent receives written notification from the Department that the POC has been successfully completed:
 - a. Respondent will evaluate each patient to determine the patient's risk and appropriate level of sedation.
 - b. No more than one patient will be in active surgery at any given time.
 - c. Only short-duration anesthetic agents will be utilized. For short term anesthesia, intraveneous propofol given in bolus dosing will be used. A small amount of the analgesic Ketorolac (Toradol) will be given during surgery for post operative pain. Drugs to reverse the effects of reversible anesthetic agents will be maintained and immediately available in each of the two surgical suites and in the acute postsurgical recovery room. Patients will not be intubated.

- d. All emergency equipment, including the oxygen flow monitor on the anesthesia machine, will have self-contained battery-powered backup in the event of an emergency generator failure. Each surgical suite will have a Detex-Ohmeda Cardiocap/5 that records pulse oximetry, end title CO-2, EKG and vital signs; its backup battery will power the unit for a minimum of fifteen minutes. A Care-E-Vac suction machine with a backup battery that will power the unit for a minimum of one hour will be present at all times. The defibrillator battery backup will function for a minimum of 2.5 hours. The following will be in the acute postsurgical recovery room at all times: 1) a Care-E-Vac3 suction machine with a backup battery that will power the unit for a minimum of one hour; 2) a Zoll M series defibrillator and pulse oximetry machine with a battery backup that will power the unit for a minimum of 2.5 hours; 3) a Welch Allyn spot vital sign machine that records pulse oximetry blood pressure and temperature with a fully charged battery that will provide up to 130 results; 4) a Dinamap Critikon Critikon 8100 blood pressure cuff with a battery backup that will power the unit for a minimum of ten hours; and 5) a Casmed 740 that records pulse oximetry. blood pressure and temperature with a battery backup that will function for a minimum of 2.5 hours.
- e. Ambu bags and oxygen tanks will be readily available at all times in both surgical suites and the acute postsurgical recovery room to oxygenate patients without electricity.
- f. All emergency generators and battery backup life safety systems will be inspected and tested weekly in accordance with the requirements of NFPA 101 (2000), Chapter 21, Existing Ambulatory Healthcare Occupancies, and associated references. Logs of such inspections will be provided to the Department on the first Wednesday of every month.
- g. All medical machines will be serviced and certified as fully functional every six months by a company specializing in the service of medical equipment. Copies of these certifications will be provided to the Department with the following month's log, as referenced in Paragraph 1.6(f).
- h. The operating room staff will always include a physician and a certified nurse anesthetist. The acute postsurgical recovery room will be monitored at all times by several specifically trained staff members, always including a registered nurse with experience in the clinic's specialties.
- i. Both surgical suites and the acute postsurgical recovery room will remain located no more than thirty feet from a double-door-wide exit from the building, ensuring an easy and rapid evacuation of all patients in an emergency.

- j. Staff will continue to be trained and drilled to evacuate the surgical center within less than five minutes after an alert, including the transport of a non-awake patient on a gurney to a secured area. The facility will regularly conduct emergency drills to prepare for sudden electrical failures, fire, and other examples of force majeure. Evacuation drills will be conducted monthly and a log will be provided to the Department on the first Wednesday of every month.
- 1.7 The Respondent must provide the Department written verification that all medical equipment referred to in Paragraph 1.6 has been inspected and found to be fully operational by a biomedical equipment technician within two weeks of the execution of this agreement. This verification and all reports referenced in Paragraph 1.6 must be delivered to Henry Kowalenko, Division of Life Safety and Construction, Illinois Department of Public Health, 525 West Jefferson Street, 4th Floor, Springfield, Illinois 62761; Fax Number (217) 782-0382.
- 1.8 The Respondent must submit a report of its daily census for the prior week to the Department every Wednesday until the Respondent receives written notification from the Department that the POC has been successfully completed. The report must include the following information regarding each surgical patient seen the preceding week:
 - a. Date of procedure.
 - b. Type of procedure.
 - c. Length of procedure, rounded to the nearest thirty minute increment.
 - d. Gestational age of pregnancy.
 - e. American Society of Anesthesiologists Physical Classification.
 - f. Complications, as listed in the Induced Termination of Pregnancy Report (77 III. Adm. Code 505).
 - g. Hospital transfer, if any.
- 1.9 The Respondent must provide the Department a list of its medical staff and clinical nursing staff, including the specifically trained staff members referenced in Paragraph 1.6(h), within one week of the execution of this agreement. This list and the reports referenced in Paragraph 1.8 must be delivered to Karen Senger, Division of Health Care Facilities and Programs, Illinois Department of Public Health, 525 West Jefferson Street, 4th Floor, Springfield, Illinois 62761; Fax Number (217) 524-0488.

ARTICLE II <u>Department's Consideration</u>

- 2.1 The Department hereby reduces the fine assessment from Forty Thousand dollars (\$40,000.00) to Twenty-five Thousand dollars (\$25,000.00), taking into consideration the additional information presented by Respondent.
- 2.2 The Department may modify the deadlines in Paragraph 1.5 if Respondent shows just cause for such modification. Respondent must request any such modification in writing and provide documentation supporting its request at least fifteen days prior to the established deadline. For the purposes of this Paragraph only, "just cause" shall be defined as any events or circumstances beyond the control of the Respondent, which were not reasonably foreseeable to the Respondent, and which prevent the Respondent from meeting the established deadline in good faith. By signing this Consent Agreement, Respondent affirmatively states that it understands the definitive nature of the deadlines set forth in Paragraph 1.5 and the requirement to meet each deadline. The Department, having sole authority and discretion, shall act reasonably in determining whether the Respondent has met the definition of "just cause" as set forth above.

ARTICLE III General Provisions

- 3.1 This Consent Agreement shall become binding on, and shall inure to the benefit of, the parties hereto, their successors, or assignees immediately upon the execution of this Consent Agreement by the Director of Public Health, or his designee, dismissing the above-captioned matter with prejudice.
- 3.2 The provisions of this Consent Agreement shall apply notwithstanding any transfer of facility ownership or interest. Should Respondent fail to comply with any provisions of this Consent Agreement, the Department may revoke Respondent's license immediately without further notice. If Respondent no longer exists as a legal entity, said action shall proceed against any person having five percent (5%) or more interest in Respondent.
- In the event that any of the provisions of Article I are not complied with within the times specified therein, or, if applicable, within any approved modifications or extensions pursuant to the process set forth in Paragraph 2.2, this Consent Agreement will be held for naught, except for the provision in Paragraph 1.1 wherein Respondent has withdrawn its request for hearing to contest this matter; thereby the Notice of Revocation will be affirmed. Respondent agrees that any failure to comply with any provision of this Consent Agreement between the time it is served on the Respondent until such time as the Respondent receives written notification from the Department that the POC has been successfully completed will result in the immediate forfeiture of Respondent's ASTC License Number 7000789 without the right to an

administrative hearing before the Department. Respondent further agrees that this does not limit the Department's ability to impose violations for unrelated deficiencies, nor will it limit Respondent's right to contest those same, unrelated deficiencies.

- 3.4 It is hereby agreed that this matter be dismissed with prejudice, all matters in controversy for which this matter was brought having been fully settled, compromised, and adjourned.
- 3.5 This Consent Agreement constitutes the entire agreement of the parties, and no other understandings, agreements, or representations, oral or otherwise, exist or have been made by or among the parties with respect to Docket No. ASTC 15-002. The parties hereto acknowledge that they, and each of them, have read and understood this Consent Agreement in all respects.

ILLINOIS	DEPA	RTMENT	OF	PURI	JC HI	CALTH
7(1)(b)						

By: Snigdha Acharya

Deputy General Counsel

Illinois Department of Public Health

7/24/2015

Date

ALBANY MEDICAL SURGICAL CENTER

By: Richard M. Kates

Attorney on behalf of

Albany Medical Surgical Center

JU19 24

Date

Enclosure II

DEPARTMENT OF PUBLIC HEALTH STATE OF ILLINOIS

THE DEPARTMENT OF PUBLIC HEALTH, STATE OF ILLINOIS,)		
Complainant,)	Doglast No	ACTC 1
V.	{	Docket No.	ASTC 15-005
ALBANY MEDICAL SURGICAL CENTER, License No. 7000789)		
Respondent.)		

PROOF OF SERVICE

The undersigned certifies that a true and correct copy of the attached NOTICE OF REFUSAL TO RENEW LICENSE and NOTICE OF OPPORTUNITY FOR HEARING was sent by certified US mail in a sealed envelope, postage prepaid to:

REGISTERED AGENT: Richard Kates 111 W Washington Street Suite 1900 Chicago, IL 60602

Walter Dragosz President, Albany Medical Corporation 5086 N Elston Avenue Chicago, IL 60630

That said document was deposited in the United States Post Office at Chicago, Illinois, on the 18th day of November, 2015.

MARCIA K. HOLLINSON. N. OFFICIAL SEAL Notary Public - State of Illinois My Commission Explires Systember 18, 2017.

Marcia Hollins

Illinois Department of Public Health

Cc: Karen Senger, OHCR Snigdha Acharya, Deputy General Counsel

DEPARTMENT OF PUBLIC HEALTH STATE OF ILLINOIS

THE DEPARTMENT OF PUBLIC HEALTH, STATE OF ILLINOIS,)		
Complainant,	j	Docket No	ASTC 15-005
v.	j	Ducket No.	A31C 13-003
ALBANY MEDICAL SURGICAL CENTER, License No. 7000789)		
Respondent.	}		

NOTICE OF REFUSAL TO RENEW LICENSE: AND NOTICE OF OPPORTUNITY FOR ADMINISTRATIVE HEARING

Pursuant to the authority granted to the Illinois Department of Public Health ("Department") by the Ambulatory Surgical Treatment Center Act (210 ILCS 5/1 et seq.) ("Act"), NOTICE IS HEREBY GIVEN:

NOTICE OF REFUSAL TO RENEW LICENSE

In accordance with Section 5/10f of the Act, Section 205.840 of the Ambulatory Surgical Treatment Center Licensing Requirements Code (77 Ill. Adm. Code 205) ("Code"), and Section 10-65(d) of the Illinois Administrative Procedure Act (5 ILCS 100/1-5 et seq.) ("APA"), incorporated into the Act at 210 ILCS 5/10a, the Department issues this Notice of Refusal to Renew License and hereby denies the license renewal of the facility known as Albany Medical Surgical Center ("Respondent" or "Facility") located at 5086 North Elston Avenue, Chicago, Illinois 60630.

ALLEGATIONS OF NONCOMPLIANCE

The Department has determined that there is and has been a substantial failure to comply with the Act and Code and that Respondent has failed to demonstrate the capacity to safely provide one or more of its services to patients. These failures to comply with both the Act and Code have resulted in the Respondent's inability to meet the public interest, health, safety or welfare needs of the community. Respondent is in violation, at a minimum, of the following Code Sections: 77 Ill. Adm. Code 205.118; 77 Ill. Adm. Code 205.125; and 77 Ill. Adm. Code 205.230.

1. The Department issued an ambulatory surgical treatment center license - License No. 7000789 - to Respondent on or about November 24, 2014. Per Code section 205.118(g), the license is valid for one year. Therefore, Respondent's license expires on November 24, 2015.

- 2. Pursuant to Code Section 205.125, Respondent submitted an Ambulatory Surgical Treatment Center Renewal Licensure application dated September 23, 2015 ("2016 Renewal Application") to the Department. The 2016 Renewal Application is incorporated herein as Exhibit A.
- 3. Section 205.125(b) of the Code states:

An application for license renewal shall include the following information:

- 1) The names and addresses of all persons who own the facility, any names under which any of these persons do business, and the type of ownership of the facility (for example, individual, partnership, corporation, or association). In addition, a corporation shall submit:
 - A) A list of the title, name and address of each of its corporate officers.
 - B) A list of the name and address of each of its shareholders holding more than 5% of the shares.
- 2) For other than individual ownership, the name and address of the Illinois Registered Agent or person(s) legally authorized to receive service of process for the facility.
- 3) The names and addresses of all persons under contract to manage or operate the facility.
- 4) The location of the facility.
- Information regarding any conviction of the applicant, or if the applicant is a firm, partnership or association, of any of its members, or if the applicant is a corporation, of any of its officers or directors, or of the person designated to manage or supervise the facility, of a felony, or of two or more misdemeanors involving moral turpitude during the previous year.
- The name, address, and telephone number of the administrator, medical director, and supervising nurse. In addition, the education, experience, credentials and any professional licensure or certification of these individuals must also be submitted if this information was not submitted with the initial application or a prior renewal application or if this information has changed since the prior submission.
- 7) A list of the medical staff including name, specialty and license number.

- 8) A list of all staff personnel including name, position, education, experience, and any professional licensure or certification.
- 9) A list of surgical procedures being performed at the facility and documentation of the Consulting Committee's approval of the list.
- 4. Section 2, Paragraph 6 of the 2016 Renewal Application states Family Planning Associates Medical Group ("FPAMG") is the independent contractor that manages or operates the Facility. See Exhibit A.
- 5. Section 3, Paragraph 1 of the 2016 Renewal Application identifies Diana Maracich as the Facility's administrator. Section 3, Paragraph 2 identifies E. Steve Lichtenberg, MD, MPH as the Facility's medical director. Section 3, Paragraph 3 identifies Holly Hines, RN as the Facility's supervising nurse. *See* Exhibit A.
- 6. Supplement I of the 2016 Renewal Application lists the Facility's medical staff. *See* Exhibit A. The medical staff identified is affiliated with FPAMG.
- 7. Supplement II of the 2016 Renewal Application lists the Facility's personnel. *See* Exhibit A. The personnel identified is affiliated with FPAMG.
- 8. On or about October 26, 2015, the Department received a letter (incorporated herein as Exhibit B) from E. Steve Lichtenberg, MD, MPH, stating that FPAMG would no longer be managing the Facility, effective October 21, 2015. Additionally, the letter informed the Department that the Facility's administrator, medical director and supervising nurse the same individuals identified in the 2016 Renewal Application were resigning effective 11:59 p.m., October 21, 2015. See Exhibit B.
- 9. As of October 22, 2015, the Facility has not had an administrator, a medical director, a supervising nurse, any medical staff or any staff personnel. Given the foregoing, Respondent is in violation of or unable to comply with the following Code sections: 205.118(e); 205.125(b); 205.210; 205.220; and 205.230.
- 10. Section 6.1 of the Act and Section 205.118(e) of the Code state, in pertinent part:
 - Any corporation operating an ambulatory surgical treatment center devoted primarily to providing facilities for abortion must have a physician who is licensed to practice medicine in all of its branches and is actively engaged in the practice of medicine at the ambulatory surgical treatment center, on the Board of Directors as a condition to licensure of the ambulatory surgical treatment center.
- 11. Respondent is devoted primarily to providing facilities for abortion. Respondent does not have a physician who is licensed to practice medicine in all of its branches and is actively engaged in the practice of medicine at the ambulatory surgical treatment center, on the Board of Directors. Respondent is therefore in violation of

Section 6.1 of the Act and Section 205.118(e) of the Code and does not meet the statutory conditions for licensure.

These conditions constitute the Facility's substantial or continued failure to comply with the Act and rules promulgated thereunder. Additionally, the Facility has failed to demonstrate the capacity to safely provide one of more of its services to patients. Given the foregoing, the Department hereby **DENIES RESPONDENT'S APPLICATION FOR LICENSE RENEWAL** effective immediately.

NOTICE OF OPPORTUNITY FOR HEARING

Respondent has a right to a hearing to contest the Refusal to Renew License under section(s) 5/10b, 5/10c, 5/10d, 5/10f, and 5/10g of the Act and Section 205.860 of the Code. If Respondent chooses to contest this Notice, a written request for hearing must be sent within ten days of receipt of this Notice to Snigdha Acharya, Deputy General Counsel, Illinois Department of Public Health, 122 South Michigan Avenue, 7th Floor, Chicago, Illinois 60603.

FAILURE TO REQUEST A HEARING AS SPECIFIED HEREIN CONSTITUTES A WAIVER OF THE RIGHT TO SUCH HEARING.

ANSWER BY RESPONDENT

In accordance with Section 100.7(d) of the Department's General Rules of Practice and Procedure in Administrative Hearings (77 Ill. Adm. Code 100), Respondent must file a written answer to the Allegations of Noncompliance within twenty days of receipt of this Notice. Such answer must be sent to Snigdha Acharya, Deputy General Counsel, Illinois Department of Public Health, 122 South Michigan Avenue, 7th Floor, Chicago, Illinois 60603.

FAILURE TO FILE AN ANSWER WITHIN TWENTY DAYS OF RECEIPT OF THIS NOTICE SHALL CONSTITUTE RESPONDENT'S ADMISSION OF THE ALLEGATIONS OF NONCOMPLIANCE.

7(1)(b)

Debra D. Bryars, MSN, RN
Deputy Director
Office of Health Care Regulation
Illinois Department of Public Health

Dated this day of November, 2015



ASTC ID No. 700789
Program Category - 86
Department Use Only

iMPORTANT NOTICE: Pursuant to the Ambulatory Surgical Treatment Center Licensing Act (210 ILCS 55/1 et seq.) and the rules of the Department of Public Health entitled "Ambulatory Surgical Treatment Center Licensing Requirements" (77 IL Adm Code 205).

\$300 Application Fee

Name of ASTC Albany Medica	l Surgical Center		
Address 5086 N. Elston Avenu	е		
City Chicago	County Cook	State	Zip Code 60630
Telephone Number (Area Code	a) (773) 725-0200 Fax	Number (773) 725-6152	E-mail kfitch@fpachicago.com
Administrator's Signature			
			nd accuracy, then sign and date mation provided is complete a
3	(1)(c) 7(1)(b)	
Typed or Printed Administrator	vame	09	/23/2015
	•	nature (original only)	Date of Completeion
Signed and Sworn (or attested)	to before me this 23rd	day of September 20	15
		bestympy	njoo
		Notary Public	
My commission expires March	11th 20 19		OFFICIAL SEAL KATHRYN N PHIPPS My Public - State of Illinois Walssion Expires Mar 11, 2019

DUE DATE: 30 DAYS PRIOR TO THE EXPIRATION OF YOUR CURRENT LICENSE

Page 1 of 11

2.

Ambulatory Surgical Treatment Center Renewal Licensure



Ownership				
1.	Please indicate type of ownership with an "X":			
	Sole Proprietorship		Limited Liability Partnership (*RA)	
	⊠ Corporation (*RA)		Limited Liability Company (*RA)	
	Partnership (Registered within cou	nty)	Other	
	Limited Partnership (*RA)	• F	A - Registered Agent	
2.	ed agent, please indicate the name, address (including company. (If you are unable to identify this person or he facility's registered agent)			
	Name of Illinois Registered Agent:	Richard Kates		
	Address of Illinois Registered Agent: 111 W. Washington			
	City, State, Zip Code plus four:	Chicago, IL 60602-27	03	
	Telephone of Illinois Registered Agent (including area code): (312) 236-0267			
3.	Ownership Information If your facility is required to have a Registered Agent (see #2 above) or is required to have at least three officers list the name of the state where the home or parent firm is incorporated or registered.			
	Name of Parent Firm or Organization:	Albany Medical C	orporation	
State where Parent Firm or Organization is Incorporated or Registered: Illinois				
8)	List the name and address of the following officers:			
	TITLE	NAME	FULL ADDRESS	
	President Walter Dragosz		5086 N. Elston Avenue, Chicago, IL 60630	
	Vice-President			
	Secretary Catherine Dragosz	Margina (1974 - 1974 - 1974 - 1974 - 1974 - 1974 - 1974 - 1974 - 1974 - 1974 - 1974 - 1974 - 1974 - 1974 - 1974	5086 N. Elston Avenue, Chicago, IL 60630	
	Treasurer			



NAME OF STOCKHOLDER	SHAF	RES HELD		PERCENT OF S
Walter Dragosz	100%		100%	
			_	
			-	
				and the state of
(es) of each owner, the owner employed, indicate this by ent	ABILITY COMPANY, or O (s)'s profession, and the lering "SELF" in the PROF	THER-owned, list the nan ousiness that employs ea FESSION column.	ne of the ch owne	owner(s), the add er. If the owner is se
Owners	BILITY COMPANY, or O (s)'s profession, and the I	THER-owned, list the nam ousiness that employs ea	ne of the ch owne	owner(s), the add
Owners If your facility is a SOLE PRO PARTNERSHIP, LIMITED LIA (es) of each owner, the owner employed, indicate this by ent	ABILITY COMPANY, or O (s)'s profession, and the lering "SELF" in the PROF	THER-owned, list the nan ousiness that employs ea FESSION column.	ne of the ch owne	owner(s), the add er. If the owner is se
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Owners If your facility is a SOLE PRO PARTNERSHIP, LIMITED LIA (es) of each owner, the owner employed, indicate this by ent NAMES OF OWNERS Contract Management If management or operation of the individual name(s) and ad-	ABILITY COMPANY, or O (s)'s profession, and the I ering "SELF" in the PROI FULL ADDRESS If the ASTC is performed I dress(es) of the independ	THER-owned, list the nanousiness that employs eare FESSION column. PROFESSION oy independent contractor ent contractor(s). If mana	ne of the ch owner	BUSINESS NA
Owners If your facility is a SOLE PRO PARTNERSHIP, LIMITED LIA (es) of each owner, the owner employed, indicate this by ent NAMES OF OWNERS Contract Management If management or operation o	ABILITY COMPANY, or O (s)'s profession, and the I ering "SELF" in the PROI FULL ADDRESS If the ASTC is performed I dress(es) of the independent actor (s), indicate this by	THER-owned, list the nanousiness that employs eare FESSION column. PROFESSION oy independent contractor ent contractor(s). If mana	ne of the ch owner	BUSINESS NA



7.	Have	History of Conviction Have any of the following been convicted of a felony, or of two or more misdemeanors involving moral turpitude in the last five years? (If yes, attach explanation as Exhibit I)		
	1.	Applicant	Yes	⊠ No
	2.	Any member of a firm, partnership or association	Yes	⊠ No
	3.	Any officer or director of a corporation	Yes	⊠ No
	4.	Administrator or manager of ASTC	Yes	⊠ No
3.	ADMINIST	TRATION AND PERSONNEL		
1.	Admir	nistrator (attach resume as Exhibit II)		
	Name	7(1)(c)		
	Addre	ess 5086 N. Elston Avenue, Chicago, IL 60630		
	Telep	phone Number (773) 725-0200	License Number	N/A
2.	Medic	al Director (attach resume as Exhibit III)	100-1	
	Name	e:7(1)(c) MD, MPH		
	Addre	Address: 5086 N. Elston Avenue, Chicago, IL 60630		
	Telep	phone Number (773) 725-0200	License Number	7(1)(c)
3.	Super	vising Nurse (attach resume as Exhibit IV)		
	Name	e ^{7(1)(c)} RN		
	Addre	ess: 5086 N. Elston Avenue, Chicago, IL 60630		
	Telep	phone Number (773) 725-0200	License Number	7(1)(c)



APPLICATION ADDENDUM
This addendum must be completed as part of the following program/facility application:
Ambulatory Surgical Treatment Center
Home Health
Hospice
Hospital
Secion 10-65(c) of the lilinois Administrative Procedure Act, 5 ILCS 100/10-65(c), was amended by P.A. 87-823, and requires individual licensees to certify whether they are delinquent in payment of child support. APPLICANT IS AN INDIVIDUAL (SOLE PROPRIETOR) The following question must be answered only if the applicant is an Individual (sole proprietor): Thereby certify, under penalty of perjury, that I am am not(chek one) more than 30 days delinquent in complying with a child support order.
Signed:
Date:

FAILURE TO SO CERTIFY MAY RESULT IN A DENIAL OF THE LICENSE AND MAKING A FALSE STATEMENT MAY SUBJECT THE LICENSEE TO CONTEMPT OF COURT. (5 ILCS 100/10-65-(C)).



SUPPLEMENT I

Medical Staff: List specialty, name, and license number of each physician, podiatrist, or dentist granted priveleges to perform surgical procedures in the center.

SPECIALTY

NAME

LICENSE NO.

OB/GYN	7(1)(c)	7(1)(c)
OB/GYN		
OB/GYN		
OB/GYN		
OB/GYN		***************************************
		,
		10 10 10 10 10 10 10 10 10 10 10 10 10 1



SUPPLEMENT II

Personnel: List position and/or classification; name, education, experience, professional licensure or certification.

POSITION AND/OR CLASSIFICATION

NAME

LICENSE NUMBER, REGISTRATION CERTIFICATION, AND YEARS EXPERIENCE

First Clinician	7(1)(c)	IL PA 7(1)(c) , 12 years exp., ACLS
Manager of Finance & Administration		12 years experience
Licensed Nurse		IL RN 7(1)(c) 10 years exp., ACLS
Ancillary Back Office Staff		12 years experience, BLS
Ancillary Back Office Staff		26 years experience, BLS
Certified Registered Nurse Anesthetist		IL CRNA ^{7(1)(c)} 21 years exp., ACL
Patient Representative		11 years experience, BLS
Patient Representative		2 years experience, BLS
Ancillary Lab Staff		39 years experience, BLS
Clinic Manager		30 years experience
Maintenance Engineer		17 years experience
Ancillary Back Office Staff		4 years experience, BLS
Assistant Manager		26 years experience, BLS
Supervising Licensed Nurse		IL RN 7(1)(c) 16 years exp., ACLS
Funding Coordinator		36 years experience
Certified Registered Nurse Anesthetist		IIL CRNA 7(1)(c) , 10 years exp., AC
Advanced Practice Nurse		IL APN ^{7(1)(c)} 10 years exp., BLS
Infection Control Licensed Nurse		IL RN ^{7(1)(c)} 11 years exp., ACLS
Patient Representative		16 years experience, BLS



Personnel (continued)

POSITION AND/OR CLASSIFICATION

NAME

LICENSE NUMBER, REGSITRATION, CERTIFICATION, AND

YEARS EXPERIE		YEARS EXPERIENCE
Patient Representative		5 years experience
Administrator		34 years experience
Licensed Nurse		IL RN <mark>7(1)(c)</mark> , 15 years exp., ACLS
Phone Room Specialist / Patient Rep.		9 years experience, BLS
Advanced Practice Nurse		IL APN 7(1)(c) 9 years exp., BLS
Medical Assistant		8 years experience, BLS
Insurance Representative I		26 years experience
Manager		13 years experience, BLS
Operations Manager		33 years experience
Ancillary Back Office Staff		25 years experience, BLS
Medical Assistant		4 years experience, BLS
Licensed Nurse		IL RN ^{7(1)(c)} , 8 years exp., ACLS
Ancillary Back Office Staff		26 years experience, BLS
Ancillary Back Office Staff		12 years experience, BLS
Assistant Manager		25 years experience, BLS
Certified Nurse Midwife		IL APN ^{7(1)(c)} 34 years exp., BLS

Page 9 of 11



SUPPLEMENT III

List Consulting Committee approved surgical specialties and procedures

Effective March 1, 1995, the Illinois Health Facilities Planning Board implemented a provision requiring a Planning Board permit for the addition of <u>surgical specialties</u> that had not been approved prior to March 1, 1995. Therefore, your application should not include specialties that require Planning Board approval. Surgical specialties can be added under your license once the Planning Board approval has been obtained.



ASTC Renewal Licensure Application Checklist

- ★ Articles of Incorporation
- ☒ Administrator's Resume
- ✓ Medical Director's Resume .
- X Supervising Nurse's Resume
- X List of Medical Staff
- X Separate list of Personnel Staff
- Surgical Procedures and services provided
- Renewal fee of \$300

Updated May 2015

CURRICULUM VITAE

I PERSONAL INFORMATION

MD, MPH

Work address: 5086 North Elston Avenue, Chicago, Illinois 60630

Work Phone (773) 725-0200 Work Fax: (773) 725-6152 E-mail: 7(1)(b)

Citizenship 7(1)(c)

Birthplace:

II EDUCATION:

Bachelor of Arts: 1963-1967 Cornell University

> Ithaca, New York Phi Beta Kappa

Medical School: University of Pennsylvania 1967-1971

Philadelphia, Pennsylvania

1972-1973 Master of . University of California

Berkeley, California Public Health in

Epidemiology

III GRADUATE MEDICAL EDUCATION

St. Luke's Hospital 1971-1972 Internship

San Francisco, California

1979-1982 University of California Residency in

Obstetrics San Francisco, California

and Gynecology

IV POSTDOCTORAL RESEARCH TRAINING

None

V BOARD CERTIFICATION AND CURRENT MEDICAL LICENSURE

1985 American Board of Obstetrics and Gynecology

California Illinois

VI MILITARY SERVICE

None

VII FACULTY APPOINTMENTS	
Professor of Clinical Obstetrics and Gynecology, Northwestern University Feinberg School of Medicine, effective September 1, 2015	2015-
Associate Professor of Clinical Obstetrics and Gynecology, Northwestern University Feinberg School of Medicine, Chicago, Illinois	2010-2015
Assistant Professor of Clinical Obstetrics and Gynecology, Northwestern University Feinberg School of Medicine, Chicago, Illinois	2001-2010
Instructor and Visiting Attending Physician, Department of Obstetrics and Gynecology, Rush-Presbyterian-St. Luke's Medical Center, Chicago, Illinois	1997-2001
VIII HOSPITAL APPOINTMENTS	
Obstetrics and Gynecology, Pacific-Presbyterian Medical Center (Children's Hospital), San Francisco, California	1982-1984
Obstetrics and Gynecology, Kaiser-Permanente Hospital, Sacramento, California Obstetrics and Gynecology, San Vicente Hospital, Los Angeles, California Obstetrics and Gynecology, Augustana Hospital, Chicago, Illinois Courtesy Staff, General Surgery, Edgewater Hospital, Chicago, Illinois Obstetrics and Gynecology, Northwestern Memorial Hospital, Chicago, Illinois	1984-1986 1986-1988 1988-1990 1990-2001 2001-
IX ADMINISTRATIVE APPOINTMENTS	
J.P. Shively, M.D., Inc., General Practice, San Francisco, California	1972-1975
Planned Parenthood San Francisco/Alameda, Medical Director and Clinician, San Francisco, Californía	1976-1979
Finkelstein and Novikoff, Inc., Group Private Practice, San Francisco, California	1982-1983
OB-GYN Associates of Davis, Group Private Practice, Davis, California	1983-1984
Kaiser-Permanente, HMO Group Practice, Sacramento, California	1984-1986
CIGNA Health plans of California, HMO Group Practice, Glendale, California	1986-1987
Family Planning Associates Medical Group, Senior Staff Physician, Group Practice, Long Beach, California	1986-2005
Albany Medical-Surgical Center, Medical Director, FPA of Illinois Chicago, Illinois	1988-

X COMMITTEE SERVICE

None

XI AWARDS, HONORS AND DISTINCTIONS





XII PROFESSIONAL SOCIETY MEMBERSHIPS

American College of Obstetrics and Gynecology	198 5 -
Association of Reproductive Health Professionals	1991-
National Abortion Federation	1991-
Physicians for Reproductive Health	1995-
The Society of Family Planning (Charter Member)	2005-

XIII PROFESSIONAL and SCIENTIFIC SERVICE

American Civil Liberties Union of Illinois Association of Reproductive Health Professionals National Abortion Federation Board Member 1999-2004 Board Member 2010 Board Member 1999-2005

National Medical Committee of the Planned Parenthood Federation of America 2002-2012

7(1)(c)

Society of Family Planning

Scientific Committee 2008-

Journal reviewer: American Journal of Obstetrics and Gynecology Journal of Reproductive Medicine



International Journal of Gynaecology and Obstetrics Obstetrics and Gynecology (Ranked among the top 10% of reviewers for 6 years (2002-6 and 2013).

XIV TEACHING EXPERIENCE

UNDERGRADUATE EDUCATION PORTFOLIO

MEDICAL STUDENT TEACHING

- Preceptor, Medical Students for Choice Introduction to Abortion Program (2001 present)
 Preceptor and Mentor, 3rd Year OB-GYN Clerkship (2001 present)
- Preceptor and Mentor, 4th Year Women's Health Elective (2001 present)
- Site Preceptor, Summer Scholars Program (2001)

OTHER CONTRIBUTIONS

Oral Examiner, 3rd Year OB-GYN Clerkship Oral Examination

GRADUATE EDUCATION PORTFOLIO

RESIDENT TEACHING

- · Preceptor, First and Second Trimester Abortion [Offsite training of house staff in first and second trimester abortion at Family Planning Associates, Ltd. of Illinois]
 - First and Second Trimester Surgical Abortion 2001 present
 - First Trimester Medical Abortion 2008- present



OTHER CONTRIBUTIONS

FELLOWSHIP EDUCATION PORTFOLIO

FELLOWSHIP TEACHING



Research Advisor/Mentor

Research Advisor/Mentor

OTHER CONTRIBUTIONS

Post Doctoral Fellows Trained and Current Positions







OTHER EDUCATIONAL POSTS AND PROJECTS

- Medical Education, National Abortion Federation
 Curriculum Development, 1999-2005
- Scientific Committee, Society of Family Planning, 2008-

XV RESEARCH GRANTS/CONTRACTS

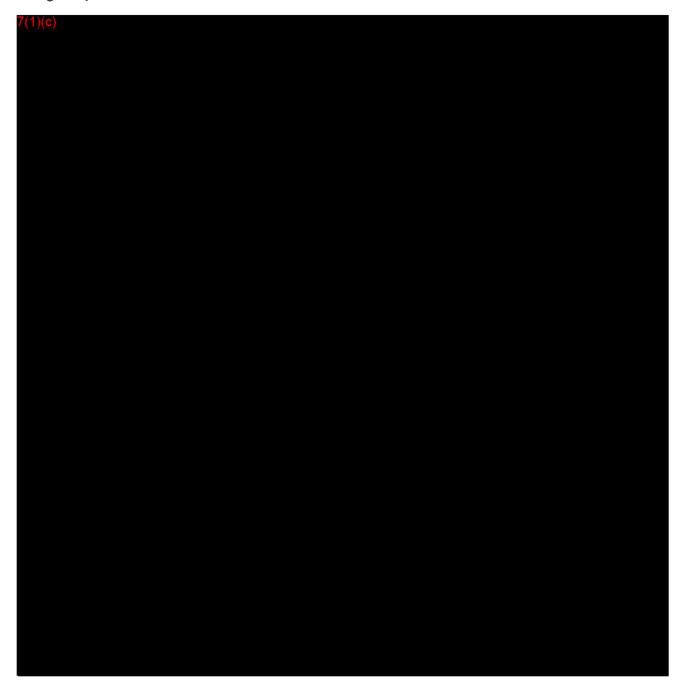


7



XVI SCHOLARLY BIBLIOGRAPHY

Original peer-reviewed research articles:



MD, MPH 9

7(1)(c)			

XVII PRESENTATIONS



11

/(1)(c)			

13



Jan 2006-present

FAMILY PLANNING ASSOCIATES

Chicago, IL

Registered Nurse

- Provide post-operative patient care
- Supervise recovery staff
- Maintain medical supplies

Nov 2005-Jan 2006

NORTHWESTERN MEMORIAL HOSPITAL

Chicago, IL

Staff Registered Nurse

Provided direct patient care on a medical oncology unit.

Aug 99-Nov2005

PLANNED PARENTHOOD CHICAGO AREA

Chicago, IL

Reproductive Health Assistant

- Counseled patients on pregnancy options, birth control, surgical abortion, medical abortion and ultrasound results; reviewed medical histories of abortion patients.
- Provided classroom and on-the-job training to new staff in options counseling and listening skills.
- Performed over two thousand vaginal ultrasounds.
- Followed up on abnormal pap smear and STI test results.
- Trained registered nurses from other Planned Parenthood clinics in vaginal ultrasound.
- Spoke to groups of health care providers, including medical students at the University of Chicago and medical residents at Illinois Masonic Medical Center, about abortion.
- Assisted with surgical abortions.
- Performed routine lab tests, including Rh-typing.

April 1998-July 1999

HORIZONS COMMUNITY SERVICES

Chicago, IL

Lesbian and Gay Helpline Administrator

- Trained, supervised and scheduled approximately fifty volunteer telephone counselors.
- Provided leadership for design and implementation of computer call tracking system and resource database.
- Responsible for weekend and holiday phone counseling coverage.
- Performed crisis intervention.

Sept 1993-July 2001

EDGEWATER MEDICAL CENTER

Chicago, IL

Nursing Unit Secretary

- Coordinated activities of nursing unit, including patient flow, services performed by other departments, physician consultations and patient transportation.
- Transcribed doctors' orders onto kardexes.
- Scheduled diagnostic procedures via computer.

May-Aug 1996

ILLINOIS AIDS HOTLINE

Chicago, IL

Temporary Staff Counselor

- Fielded callers' questions regarding HIV transmission, testing, symptoms, treatment and risk reduction.
- Provided referrals and emotional support.

Jan 1990-Jan 1991

ENGLISH LANGUAGE SCHOOLS INTERNATIONAL

Taipei, Taiwan

Instructor

Created lesson plans.

 Conducted interactive, student-centered classes in English for Taiwanese business people in their places of work.

EDUCATION

Aug 2006-Dec 2007 May 2004-June 2005

1995-1997 1994 1989 University of Illinois at Chicago: graduate nursing coursework

Loyola University of Chicago: B.S., Nursing, 4.0 GPA University of Illinois at Chicago: undergraduate coursework McCormick Theological Seminary: M.A., Theological Studies University of Illinois, Champaign-Urbana: B.S., Psychology

VOLUNTEER EXPERIENCE

Aug 1999-Aug 2000

HORIZONS COMMUNITY SERVICES

Chicago, IL

Volunteer Helpline Administrator

HORIZONS COMMUNITY SERVICES

Counselor, Gay and Lesbian Helpline

Chicago, IL

Sept 1994-April 1998 Sept 1994-Jan 1997

ILLINOIS AIDS HOTLINE

Chicago, IL

Counselor

Jan-Aug 1991

HELPLINE OF THE MIDLANDS

Columbia, SC

Crisis Intervention Counselor

Sept 1986-Aug 1989

CHAMPAIGN COUNTY MENTAL HEALTH CENTER CRISIS LINE

Crisis Intervention Counselor

COMPUTER SKILLS:

Microsoft Word, Internet.



5086 North Elston Avenue, Chicago, Illinois 60630 (773) 725-0200

7(1)(c) @fpachicago.com

PROFESSIONAL EXPERIENCE

Chief Operating Officer

Family Planning Associates Medical Group, Chicago, Illinois October 2005-Present

Promoted to oversee all financial strategy and execution for Family Planning Associates Medical Group, while also maintaining the responsibilities of Facility Administrator.

- · Credited for developing ongoing contracts with most major insurance providers.
- Researched and incorporated new services and procedures as medical technology advanced, increasing profitability and safety.

Facility Administrator

Family Planning Associates Medical Group, Chicago, Illinois 1988-Present

- · Responsible for supervising a staff of over 60 employees.
- Handled the daily operation of the facility and delegated responsibilities as needed.
- Served as the liaison between Family Planning Associates and the State of Illinois during quarterly state inspections, ensuring compliance with state licensing requirements.
- · Oversaw the opening of two additional facilities due to increased demand.

Clinic Administrator

Family Planning Associates Medical Group, Fresno, California 1987-1988

- Responsible for supervising a staff of 40 employees.
- Handled the daily operation of the facility and delegated responsibilities as needed.
- · Accountable for all hiring, training, and retention of the staff.

Clinic Administrator

Family Planning Associates Medical Group, Modesto, California 1985-1987

- · Responsible for supervising a staff of 25 employees.
- Managed the daily operation of the facility and delegated responsibilities as needed.
- · Accountable for all hiring, training, and retention of the staff.

CLINICAL EXPERIENCE

Medical Assistant

Family Planning Associates Medical Group, Modesto, California 1980-1985

- Ensured the cleanliness, sterility and maintenance of all facilities, surgical rooms and equipment.
- Consistently praised for efficient handling of administrative duties including maintaining medical records and patient processing.
- Reacted calmly during emergent situations and consistently added a compassionate and calming touch when interacting with patients.

CERTIFICATIONS

BLS for Healthcare Providers

Current CPR Certification

ADDITIONAL ACTIVITES

National Abortion Federation Board Member, April 2007-Present

LECTURES

Family Planning Clinic Implementation of Medical Abortion using Mifepristone and Misoprostal (RU486) and Responsible Management of Unfavorable Surgical Complications Presented at the National Abortion Federation Annual Meeting, San Jose, California April 2002

Family Planning Clinic Implementation of Medical Abortion using Mifepristone and Misoprostal (RU486)

Presented to Family Planning Associates Medical Group Organizational Meeting, San Jose, California

January 2001

EDUCATION

University of the Pacific, Stockton, California Bachelor of Arts, June 1985

San Joanquin Delta College, Stockton California Attended 1981-1983

ALBANY MEDICAL SURGICAL CENTER

5086 NORTH ELSTON AVENUE CHICAGO, ILLINOIS 60630 (773) 725-0200

Exhibit V - ASTC Renewal Licensure

ASTC ID # 7000789

The procedures performed at Albany Medical Surgical Center include:

- First Trimester Abortion
- Second Trimester Abortion
- Laminaria Insertions
- Insertion and removal of Intrauterine Contraception Devices

ALBANY Medical Surgical Center

5086 North Elston Avenue, Chicago, Illinois 60630 • (773) 725-0200

October 20, 2015

Nirav Shah, M.D., J.D. Director Illinois Department of Public Health 535 West Jefferson Street, 5th floor Springfield, IL 62761-5058

Dear Dr. Shah,

Please be advised that Family Planning Management will no longer be managing Albany Medical Surgical Center, effective October 21, 2015. Also, be advised of the resulting personnel changes:

E. Steve Lichtenberg, M.D. M.PH is resigning as Medical Director, effective 11:59 p.m., October 21, 2015

Diana Maracich is resigning as Administrator, effective 11:59 p.m., October 21, 2015

Holly Hines, R.N. resigning as Supervising Nurse, effective 11:59 p.m., October 21, 2015

This letter is being sent based on the requirements outlined in the Illinois Department of Public Health Administrative Code, section 205.118, Conditions of Licensure.

If you have any questions please do not hesitate to contact me directly.

Sincerely,



E. Steve Lichtenberg, M.D., MPH

IL Dept of Public Health

OCT 26 2015

Director's Office Springfield

