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August 23, 2018

VIA EMAIL AND OVERNIGHT DELIVERY

Mr. George Roate
Illinois Health Facilities & Services Review Board
525 West Jefferson Street
Second Floor
Springfield, IL 62761

RECEIVED
AUG 24 2018
HEALTH FACILITIES &
SERVICES REVIEW BOARD

Re: #18-027, Aghapy Surgical Center
Completeness Review

Dear Mr. Roate:

This letter responds to your requests for additional information regarding the completeness review for Project #18-027, Aghapy Surgical Center. The attached documents include the following:

1. A copy of Dr. George N. Atia's Illinois medical license.
2. Revised Attachments 38 and 39 providing estimates of charity care, reduced charges and fee waivers associated with Dr. Atia's existing medical practice and the minimum amount of anticipated annual charity care, reduced charges and fee waivers expected for the proposed ASTC.
3. The space lease for the building in which Dr. Atia currently conducts his medical practice at 200 Fox Glen Court, Barrington, Illinois.

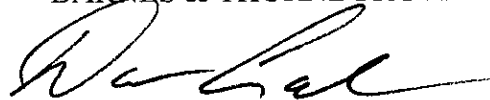
Also, following up on our telephone conversation on August 22nd, the proposed ASTC will be located in an existing building that is owned by an entity managed by Dr. Atia's wife, Ms. Emily Atia, which owns the building and leases it to Dr. Atia's medical practice. The building was completed in 2007 and Dr. Atia has been practicing at that location since 2007. As the space lease is associated with Dr. Atia's existing practice and is not a cost associated with establishing the proposed ASTC, it was not included in the project costs for the ASTC. Also, as Dr. Atia's medical practice acquired its interest in the building over 10 years ago, it was not an "acquisition that has occurred within two years prior to the date of application for permit submission [which] must be included as part of project costs" under Section 1120.110 of the Review Board's rules. The medical equipment and fixtures are also leased by the same entity managed by Ms. Emily Atia to Dr. Atia's existing medical practice, and were excluded from the project costs for the same reasons.

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We hope this information will allow the application to be deemed complete. Thank you for your assistance on this matter.

Very truly yours,

BARNES & THORNBURG LLP

A handwritten signature in black ink, appearing to read "D. Lawler", written over the printed name.

Daniel J. Lawler

DJL:dp
Attachments

cc: Ms. Amber Falico, Dir. of Clinical Operations, Illinois Center for Digestive and Liver Health

State of Illinois

Department of Financial and Professional Regulation
Division of Professional Regulation

LICENSE NO.
036.096799

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below:

EXPIRES:
07/31/2020

LICENSED PHYSICIAN AND SURGEON



GEORGE N ATALLAH ATIA MD
200 FOX GLEN CT
BARRINGTON, IL 600101809



Bryan A. Schneider

BRYAN A. SCHNEIDER
SECRETARY

Jessica Baer

JESSICA BAER
DIRECTOR

The official status of this license can be verified at www.idfpr.com

11608713

ATTACHMENT 38

Safety Net Impact Statement

The proposed ASTC will not have an adverse impact on essential safety net services in the community. The project will provide outpatient gastroenterology services to Medicaid patients that are not currently available in the community. To the applicants' knowledge, the project will not adversely impact the ability of another provider or health care system to cross-subsidize safety net services.

The applicants do not currently own or operate any health care facilities and, therefore, there are no methodologies specified by the Review Board for reporting historical amounts of charity care or Medicaid information. In addition, the applicant Aghapy Surgical Center, S.C., is a newly formed entity for purposes of this project.

The applicant George N. Atia, M.D., S.C. estimates that his current medical practice performs between 10 to 15 cases a year with no charge, representing approximately \$20,000 in charity care. In addition, the practice reduces charges from 40% to 60% for primarily self-pay patients which represents another \$20,000 annually. The practice also reduces charges or waive the fees if patients cannot pay in amounts totaling about \$60,000 a year.

The applicants anticipate that charity care and reduced fees at the proposed ASTC would consist, on an annual basis of: (a) at least \$10,000 in cases for which no charge is made; (b) at least \$10,000 in reduced charges primarily for self-pay patients, and; (c) at least \$30,000 in reduced charges or waived fees where patients are unable to pay.

ATTACHMENT 39

Charity Care Information

The applicants are not existing health care facilities and, have no historical charity care reported.

The applicant George N. Atia, M.D., S.C. estimates that his current medical practice performs between 10 to 15 cases a year with no charge, representing approximately \$20,000 in charity care. In addition, the practice reduces charges from 40% to 60% for primarily self-pay patients which represents another \$20,000 annually. The practice also reduces charges or waive the fees if patients cannot pay in amounts totaling about \$60,000 a year.

The applicants anticipate that charity care and reduced fees at the proposed ASTC would consist, on an annual basis of: (a) at least \$10,000 in cases for which no charge is made; (b) at least \$10,000 in reduced charges primarily for self-pay patients, and; (c) at least \$30,000 in reduced charges or waived fees where patients are unable to pay.

MEDICAL CLINIC AND OFFICE LEASE AGREEMENT

Date of Lease: 10/1/2007

Terms of Lease: Automatically renews every year unless Landlord issues new lease

Location of Leased Premises: 200 Fox Glen Court Barrington, IL 60010

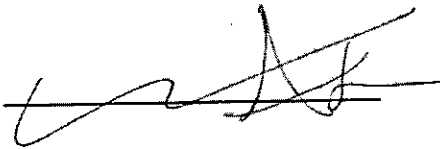
Lessor: AHF Investments, LLC

Lessee: George N. Atia, MD SC

Purpose: Provision of Gastroenterology Services

Rent: The Lessee shall pay the Lessor as base rent for the premises, the sum of \$13,500 each month, monthly in advance. All rent due under the terms of this Lease shall be paid on the 1st of October 2007 and on the first day of each and every month until a new lease shall be agreed upon.

Witness the hands of the parties hereto, as of the date of the Lease stated above.



George N. Atia MD

President

George N. Atia MD SC



Emily Halim-Atia

Managing Member

AHF Investments, LLC