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JENNIFER L. BRANCH

**JACKLYN GONZALES MARTIN

Of Counsel

ROBERT F. LAUFMAN

**Also admitted in
Minnesota*

***Also Admitted in
Kentucky and West
Virginia*

September 18, 2013

Ms. Rebecca Maust, Chief
Division of Quality Assurance
Ohio Department of Health
246 North High Street
Columbus, OH 43215

Re: Planned Parenthood Southwest Ohio Region
Request for Variance to the Hospital Transfer Agreement Requirement

Dear Ms. Maust:

I represent Planned Parenthood of Southwest Ohio Region ("PPSWO"), the owner and operator of the PPSWO ambulatory surgery facility. I am writing to request a variance of O.A.C. § 3701-83-19(E), which is the requirement that the ASF have a written transfer agreement ("WTA") with a hospital.

In the past PPSWO has had a written transfer agreement with University of Cincinnati Medical Center ("UCMC"). The most recent version is attached (Attachment 1). That agreement complied with the Department's February 6, 2013 ODH letter outlining the requirements of a transfer agreement. However, after HB 59 was passed, UCMC rescinded the written transfer agreement effective September 28, 2013 (Attachment 2).

PPSWO requested a WTA with The Christ Hospital, Deaconess Hospital, and Good Samaritan Hospital. The Christ Hospital declined to enter into a WTA with PPSWO. (Attachment 3). As of this date neither of the other two hospitals have responded to the request. If any hospital does sign a WTA with PPSWO, I will inform you promptly.

On April 24, 2013, PPSWO requested a renewal of its ASF license. That renewal is still pending. In May 2013, ODH conducted a survey of PPSWO. As of the date of this letter, ODH has not notified PPSWO of any deficiencies with PPSWO's compliance with the regulations.

Since its WTA will expire at the end of September, PPSWO has contracted with three back-up physicians (Attachment 4) and has drafted a patient hospital transfer policy (Attachment 5) in order to ensure continuity of care for any patient who may need to be transferred to a

hospital. For these reasons, PPSWO requests a variance from the WTA requirement. As is explained in more detail below, PPSWO's alternative to a written transfer agreement provides patients with the same level of safety and protection as its written transfer agreement had provided.

PPSWO has contracted with three back up physicians who each have admitting privileges at The Christ Hospital (Attachment 6) and who have agreed to exercise those privileges to provide for the continuity of care and the timely, unimpeded acceptance and admission of PPSWO's emergency patients:

- Dr. David B. Schwartz, M.D. has unrestricted admitting privileges in Obstetrics and Gynecology at The Christ Hospital.
- Dr. Michael R. Draznick, M.D. has unrestricted admitting privileges in Obstetrics and Gynecology at The Christ Hospital.
- Dr. Joseph T. Caligaris, M.D. has unrestricted admitting privileges in Obstetrics and Gynecology at The Christ Hospital.

PPSWO's alternative to a written transfer agreement satisfies ODH's November 17, 2011 protocol as follows:

- a. The contracts with the backup physicians comply with the requirements in ODH's protocol. (Attachment 4). The facility has a written policy ensuring 24-hour per day, seven days per week coverage by the backup physicians who can admit patients to The Christ Hospital in the event that a patient experiences a surgical complication, an emergency, or other medical need. (Attachment 5). The policy contains a plan for coverage in the event that all named physicians are temporarily unavailable. The Christ Hospital is located 0.2 miles from PPSWO.
- b. All backup physicians currently have active status with the Ohio Medical Board and possess a current medical license according to the Ohio Medical Board website and their contract with PPSWO. (Attachment 6).
- c. Drs. Schwartz and Draznik have had no actions taken against them by the Ohio State Medical Board for violations of R.C. 4731.22 according to the Ohio Medical Board website and their agreement with the facility. Dr. Caligaris did have a citation in 2002 that was released in 2007. No backup physician has a pending action or a complaint under review by the Ohio State Medical Board for violations of R.C. 4731.22 according to the Ohio Medical Board website and their agreement with the facility. Furthermore, PPSWO will verify this annually.
- d. All backup physicians are credentialed with admitting privileges in Gynecology and Obstetrics without restrictions at The Christ Hospital. This has been verified by the physicians in their contracts and in the credentialing documents attached. (Attachment 7). In addition, annually, PPSWO will verify their admitting privileges have not changed. Furthermore, each backup physician has notified The Christ Hospital that he is a

consulting physician for PPSWO and that he has agreed to provide backup services. (Attachment 8).

e. The backup physicians agreed in their contracts to immediately inform PPSWO of any circumstances that may impact his ability to provide for continuity of care and the timely, unimpeded acceptance and admission of the PPSWO's emergency patients.

f. The backup physicians are familiar with PPSWO and its operations and its policy. Their contracts verify this.

g. Each back up physician has verified that there is minimal or no travel time from the backup physician's office to The Christ Hospital. The travel time from their offices to The Christ Hospital is as follows:

- Dr. Schwartz's travel time from his office to The Christ Hospital is five minutes by foot.
- Dr. Draznik's travel time from his office to The Christ Hospital is 5 minutes by car.
- Dr. Caligaris' travel time from his office to The Christ Hospital is 18 minutes by car.

h. The facility's written policy explains how the attending physician will use the backup physician to admit patients to a local hospital in an emergency, complication, or other medical need. The policy includes a plan which ensures that a substitute doctor is available to admit patients to local hospitals in the event the named backup physicians are temporarily unavailable and unable to admit patients to local hospitals.

i. The backup physicians have represented in their contracts that they utilize their own list of physicians to consult with or refer outside their specialty or they use The Christ Hospital's on-call physician list for consulting/referral physicians outside their specialty/expertise.

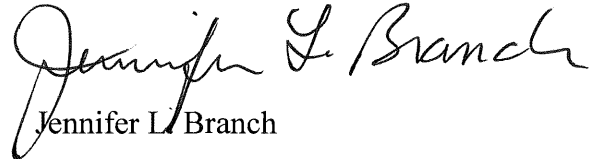
j. See i above.

k. PPSWO's written protocol ensures that a copy of the patient's medical record is transmitted contemporaneously with the patient to hospital.

This variance request is a good faith attempt to comply with ODH's November 17, 2011 protocol and HB 59. PPSWO has not been informed by ODH of any additional rules or regulations that apply to a variance request. If ODH implements any additional rules, PPSWO requests ODH to notify PPSWO.

If you need any additional information or have any questions, please contact me at the address and phone number above, or by email to jbranch@gbfirm.com.

Sincerely,



Jennifer L. Branch

Encls. Attachment 1 Written transfer agreement between PPSWO and UCMC
Attachment 2 UCMC rescission of WTA
Attachment 3 PPSWO WTA requests and Christ Hospital declination
Attachment 4 Backup physician agreements
Attachment 5 PPSWO Hospital transfer policy
Attachment 6 OSMB credentials
Attachment 7 The Christ Hospital credentials
Attachment 8 Attachment A to Backup physician agreements (notice to hospital)

PATIENT TRANSFER AGREEMENT

This Patient Transfer Agreement ("Agreement") is effective as of March 29, 2013 ("Effective Date"), by and between Planned Parenthood of Southwest Ohio, an Ohio nonprofit corporation, ("PPSWO") and University of Cincinnati Medical Center, LLC, an Ohio nonprofit limited liability company, ("UCMC").

WHEREAS, PPSWO and UCMC are desirous of assuring a continuity of high quality care and appropriate medical treatment for the needs of patients and have determined that it would be in the best interest of patient care to enter into a Transfer Agreement for transfer of certain patients from PPSWO to UCMC; and

WHEREAS, PPSWO and UCMC conduct appropriate peer review and quality assurance procedures; and

WHEREAS, UCMC desires to accept patients from PPSWO under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, PPSWO and UCMC agree as follows:

1. **Term and Termination.** This Agreement will commence on the Effective Date and will continue for one (1) year. Thereafter it will be renewed automatically for successive periods of one (1) year. This Agreement may be terminated by either party for any reason, by giving thirty (30) days written notice. This Agreement will be terminated immediately, without written notice thereof, if either party fails to maintain its license and/or accreditation.
2. **Patient Transfer.** The need for patient transfer will be determined by the patient's attending physician and will only occur pursuant to a physician's order. Thereafter, PPSWO will notify UCMC of the requested transfer and receive confirmation that UCMC can accept the patient. PPSWO will have the responsibility for arranging transportation of the patient to UCMC, including the mode of transportation and providing health care practitioner(s), if necessary, to accompany the patient. UCMC agrees to admit the patient as promptly as practicable, provided that its admission policies are met and bed space is available. UCMC's responsibility for the patient's care will begin when the patient is admitted to UCMC.
3. **Provision of Information.** Each party will provide the other party with the names and/or titles of persons authorized to initiate, confirm and accept the transfer of patients, as well as the specific location upon its premises where patients are to be delivered upon transfer.
4. **Patient Records and Personal Effects.** PPSWO will provide all necessary medical and administrative information that will accompany the patient during transfer. Such information will include, but is not limited to, the patient's name, address, age, diagnosis, physician name, course of treatment summary, third party billing information and any additional pertinent information upon request. Prior to transfer, PPSWO will return the patient's personal effects to the patient, patient's family member or patient's legally authorized representative.

5. **Transfer Consent.** PPSWO will have the responsibility for obtaining the patient's (parent, legal guardian, or legally authorized representative) consent to the transfer to UCMC.

6. **Payment for Services.** Payment for services rendered to patients transferred will be collected by the party providing such services directly from the patient or third party payors. Neither the PPSWO nor UCMC will have any liability, by virtue of this Agreement, to the other for such charges or responsibility for the collection of such charges.

7. **Independent Contractor Status.** PPSWO and UCMC are independent contractors. Neither PPSWO nor UCMC is authorized or permitted to act as an agent or employee of the other.

8. **Insurance.** PPSWO and UCMC will each secure and maintain, or cause to be secured or maintained, during the term of this Agreement, comprehensive general and professional liability insurance, with coverage and limits acceptable to each other. Either party, at its option, may provide proof of adequate self insurance.

9. **Nondiscrimination.** Neither party hereto will discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, ancestry, sex, age, handicap, disability, sexual orientation or gender identity.

10. **Entire Agreement and Modification.** This Agreement constitutes the entire understanding between the PPSWO and the UCMC and may be modified at any time upon mutual agreement of both parties in writing.

11. **Excluded Providers.** Each party hereby represents and warrants that it is not and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Each party hereby agrees to immediately notify the other party of any threatened, proposed or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that either party is excluded from participation in any federally funded health care program during the term of this agreement, or if at any time after the effective date of this Agreement it is determined that either party is in breach of this provision, this Agreement will automatically terminate as of the effective date of such exclusion or breach. Each party will indemnify and hold harmless the other party against all actions, claims, demands and liabilities and against all loss, damage, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly out of any violation of the provisions of this paragraph or due to the exclusion of either party from a federally funded health care program, including Medicare and Medicaid, or out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of the offending party, or any of its employees, subcontractors or agents providing services under this Agreement, in connection with that party's obligation under this Agreement except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of the other party, its officers, employees or agents.

12. **Privacy of Information.** Each party agrees to comply with all requirements under federal law and regulations relating to confidentiality, privacy and security of patient information, including without limitation of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations.

13. **No Referrals Required.** It is expressly understood and agreed that while PPSWO and UCMC are each facilities which may serve the medical needs of patients, nothing in this Agreement shall obligate or require UCMC to admit or refer patients to PPSWO or any facility affiliated with PPSWO, and likewise, PPSWO shall have no obligation or requirement to admit or refer patients to UCMC or any facility affiliated with UCMC. Neither party will receive payment for admissions, recommendations or referrals to the other party. Each party hereby certifies that it shall not violate the federal "Anti-Kickback Statute" (42 U.S.C. § 1320a-7b(b), as amended) or the "Stark Law" (42 U.S.C. § 1395nn, as amended), as well as the corresponding regulations for both laws, with respect to the performance of this Agreement.

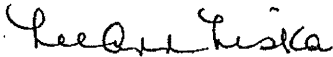
14. **Governing Law/Venue.** This Agreement is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio. The venue for any litigation between the parties hereto arising out of or resulting from this Agreement is Hamilton County, Ohio, and the parties hereto irrevocably submit themselves to the jurisdiction of the courts of Hamilton County, Ohio, and waive any right that they have or may have to any other jurisdiction.

15. **Advertising.** Neither PPSWO nor WCH shall use the name of the other party in any promotional or advertising material unless review and approval of the intended advertisement first shall be obtained from the party whose name is to be used.

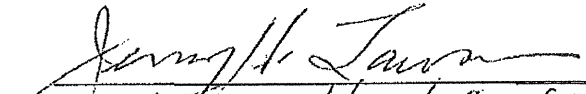
16. **Executed in Multiple Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of the Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement. Signatures to this Agreement transmitted by fax, by electronic mail in "portable document format" (".pdf"), or by any other electronic means intended to preserve the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement by each of their authorized representatives.

University of Cincinnati Medical
Center, LLC


Name: Lee Ann Lisica
Title: Pres & CEO, UCMC

Planned Parenthood of Southwest Ohio


Name: Terry H. Lawson
Title: CEO

University of Cincinnati
Medical Center



Lee Ann Liska
President and CEO, UC Medical Center
Senior Vice President, UC Health

Executive Suite
234 Goodman Street
Cincinnati, OH 45219
513-584-1000
www.uchealth.com

July 24, 2013

VIA CERTIFIED MAIL

Jerry H. Lawson
Chief Executive Officer
Planned Parenthood of Southwest Ohio
2314 Auburn Avenue
Cincinnati, OH 45219

Re: Patient Transfer Agreement
Dated: May 29, 2013

Dear Mr. Lawson:

This letter is in follow-up to my letter to you dated July 15, 2013 providing written notice to Planned Parenthood of Southwest Ohio that University of Cincinnati Medical Center, LLC is terminating the above-referenced Patient Transfer Agreement dated May 29, 2013 (the "Agreement") pursuant to Section 1 of the Agreement.

This letter is provided to clarify and provide further written notice that the Agreement shall terminate on September 28, 2013.

You can contact me at the above address if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Lee Ann Liska'.

Lee Ann Liska
President & CEO
University of Cincinnati Medical Center

Planned Parenthood Southwest Ohio Region

May 7, 2013

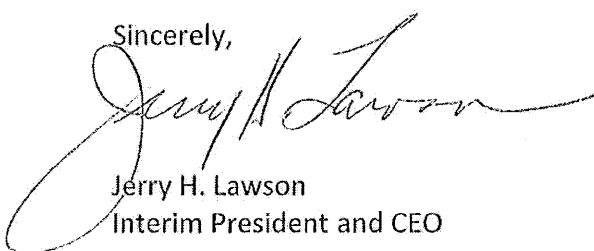
Mr. Michael Keating, President & CEO
The Christ Hospital
2139 Auburn Avenue
Cincinnati, Ohio 45219

Dear Mr. Keating,

As Interim President and CEO of Planned Parenthood Southwest Ohio (PPSWO), I am writing to you to request The Christ Hospital enter into an agreement with PPSWO for the transfer of our surgery patients to The Christ Hospital. PPSWO operates an ambulatory surgery center. The Ohio Department of Health requires all ambulatory surgery centers have a current written transfer agreement with a hospital. The purpose of the agreement is to transfer patients in the event of medical complications, emergency situations and for other needs as they arise. A copy of what the Ohio Department of Health requires we have in a transfer agreement is attached.

If The Christ Hospital would like to discuss entering a written transfer agreement with PPSWO, please contact me at your earliest convenience.

Sincerely,


Jerry H. Lawson
Interim President and CEO

JHL/pp

Enc



2314 Auburn Ave.
Cincinnati, Ohio 45219
p: 513.721.7635 – f: 513.721.2313
www.ppswo.org – www.supportppsw.org

Planned Parenthood Southwest Ohio Region

May 7, 2013

Mr. Anthony Woods, CEO
Deaconess Hospital
311 Straight Street
Cincinnati, Ohio 45219

Dear Mr. Woods,

As Interim President and CEO of Planned Parenthood Southwest Ohio (PPSWO), I am writing to you to request Deaconess Hospital enter into an agreement with PPSWO for the transfer of our surgery patients to Deaconess Hospital. PPSWO operates an ambulatory surgery center. The Ohio Department of Health requires all ambulatory surgery centers have a current written transfer agreement with a hospital. The purpose of the agreement is to transfer patients in the event of medical complications, emergency situations and for other needs as they arise. A copy of what the Ohio Department of Health requires we have in a transfer agreement is attached.

If Deaconess Hospital would like to discuss entering a written transfer agreement with PPSWO, please contact me at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jerry H. Lawson', with a long, sweeping horizontal line extending to the right.

Jerry H. Lawson
Interim President and CEO

JHL/pp

Enc



2314 Auburn Ave.
Cincinnati, Ohio 45219
p: 513.721.7635 – f: 513.721.2313
www.ppswo.org – www.supportppsw.org

Planned Parenthood Southwest Ohio Region

May 7, 2013

Mr. Jamie Easterling, Executive Director
Good Samaritan Hospital
375 Dixmyth Avenue
Cincinnati, Ohio 45220

Dear Mr. Easterling,

As Interim President and CEO of Planned Parenthood Southwest Ohio (PPSWO), I am writing to you to request the Good Samaritan Hospital enter into an agreement with PPSWO for the transfer of our surgery patients to the Good Samaritan Hospital. PPSWO operates an ambulatory surgery center. The Ohio Department of Health requires all ambulatory surgery centers have a current written transfer agreement with a hospital. The purpose of the agreement is to transfer patients in the event of medical complications, emergency situations and for other needs as they arise. A copy of what the Ohio Department of Health requires we have in a transfer agreement is attached.

If the Good Samaritan Hospital would like to discuss entering a written transfer agreement with PPSWO, please contact me at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jerry H. Lawson', written over a horizontal line.

Jerry H. Lawson
Interim President and CEO

JHL/pp

Enc



The
Christ Hospital[™]
Health Network

2139 Auburn Ave.
Cincinnati, OH 45219

513.585.2000

May 30, 2013

JUN 04 2013

Jerry H. Lawson
Interim President & CEO
Planned Parenthood
2314 Auburn Avenue
Cincinnati, Ohio 45219

Dear Mr. Lawson,

Thank you for your letter of May 7, 2013 requesting The Christ Hospital to enter into a transfer agreement with Planned Parenthood Southwest Ohio (PPSO). I believe Dr. Schwartz may have spoken with Mike Keating previously on this matter. After consideration, at this time, we are not interested in entering into an agreement for these services.

Sincerely,

Deborah M. Hayes
Vice-President &
Chief Hospital Officer & Chief Nursing Officer

cc. Mike Keating

BACK-UP PHYSICIAN SERVICES AGREEMENT


This Back-Up Physician Services Agreement ("Agreement") is effective as of 9/16, 2013 ("Effective Date"), by and between Planned Parenthood of Southwest Ohio, an Ohio nonprofit corporation, ("PPSWO") and Michael R. Draznik, M.D. (Dr. Draznik).

1. Dr. Draznik agrees he has admitting privileges at The Christ Hospital in Cincinnati, Ohio and will exercise those privileges to provide for the continuity of care and the timely, unimpeded acceptance and admission of PPSWO's patients.
2. Dr. Draznik agrees to be a back-up physician for PPSWO. He agrees to provide 24/7 emergency back-up hospital admissions for PPSWO's patients in the event of surgical complications, emergency situations, or to meet other medical needs that require a level of service beyond the capability of PPSWO. In the event that he is temporarily unavailable he will insure that coverage is provided by the other physicians who provide coverage for Dr. Draznik in his medical practice.
3. Dr. Draznik attests that the following statements are true:
 - a. I am licensed to practice medicine in Ohio.
 - b. I am familiar with PPSWO and its operations.
 - c. I agree to provide PPSWO of notice of any changes in my ability to provide back-up coverage.
 - d. The travel time from my office to The Christ Hospital is approximately five minutes by car.
4. Dr. Draznik verifies that:
 - a. he has told PPSWO that his specialty is Obstetrics and Gynecology;
 - b. his telephone numbers are:
 - _____ (office)
 - _____ (cell)
 - _____ (home);
 - c. he has informed The Christ Hospital that he is a consulting physician for PPSWO and has agreed to provide back-up coverage for the facility when medical care beyond the care the facility can provide is necessary (see attached Exhibit A).
5. Dr. Draznik agrees he is licensed to practice medicine in Ohio and will alert PPSWO within 24 hours if his active status to practice medicine in Ohio changes.
6. Dr. Draznik agrees that no disciplinary actions have been taken against him and that no complaints are under review by the Ohio State Medical Board for violation of R.C.4731.22. Dr. Draznik agrees to alert PPSWO within 24 hours if an action is taken against him by the Ohio State Medical Board.

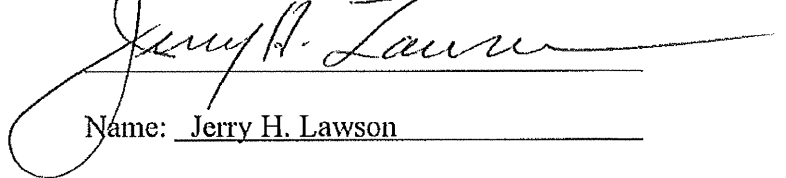
7. Dr. Draznik agrees he is credentialed with admitting privileges in Obstetrics and Gynecology without restrictions at The Christ Hospital in Cincinnati, Ohio and will arrange patient admission and care for each patient needing medical services according to each patient's need.
8. Dr. Draznik agrees to immediately and without delay inform PPSWO of any circumstances that may impact his ability to provide for continuity of care and the timely, unimpeded acceptance and admission of the PPSWO's patients.
9. Dr. Draznik agrees to provide PPSWO with notice of any planned or unplanned absence from the locale within one business day before such date or as soon as practicable (if the absence is unplanned) or three business days before such date or as soon as practicable (if the absence is planned in advance).
10. Dr. Draznik agrees to maintain a list of physicians outside his area of specialty to consult with or refer to, or to use The Christ Hospital's on-call for consulting/referral physicians outside his area of specialty/expertise.
11. PPSWO agrees to provide Dr. Draznik with the patient's name, reason for referral, current medical condition and the means of transport to the hospital.
12. PPSWO agrees to send to the hospital with the patient a copy of all patient records.
13. This agreement may only be modified in writing.
14. This agreement may be terminated without cause after thirty (30) days written notice is provided to the parties.

The parties have executed this Agreement by each of their authorized representatives.

Michael R. Draznik, M.D.



Planned Parenthood of Southwest Ohio



Name: Jerry H. Lawson

Title: President/ CEO

BACK-UP PHYSICIAN SERVICES AGREEMENT

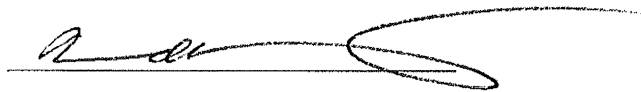
This Back-Up Physician Services Agreement ("Agreement") is effective as of 9/16, 2013 ("Effective Date"), by and between Planned Parenthood of Southwest Ohio, an Ohio nonprofit corporation, ("PPSWO") and David B. Schwartz, M.D. (Dr. Schwartz).

1. Dr. Schwartz agrees he has admitting privileges at The Christ Hospital in Cincinnati, Ohio and will exercise those privileges to provide for the continuity of care and the timely, unimpeded acceptance and admission of PPSWO's patients.
2. Dr. Schwartz agrees to be a back-up physician for PPSWO. He agrees to provide 24/7 emergency back-up hospital admissions for PPSWO's patients in the event of surgical complications, emergency situations, or to meet other medical needs that require a level of service beyond the capability of PPSWO. In the event that he is temporarily unavailable he will insure that coverage is provided by the other physicians who provide coverage for Dr. Schwartz in his medical practice.
3. Dr. Schwartz attests that the following statements are true:
 - a. I am licensed to practice medicine in Ohio.
 - b. I am familiar with PPSWO and its operations.
 - c. I agree to provide PPSWO of notice of any changes in my ability to provide back-up coverage.
 - d. The travel time from my office to The Christ Hospital is approximately five minutes by foot.
4. Dr. Schwartz verifies that:
 - a. he has told PPSWO that his specialty is Obstetrics and Gynecology;
 - b. his telephone numbers are:
 - _____ (office)
 - _____ (cell)
 - _____ (home);
 - c. he has informed The Christ Hospital that he is a consulting physician for PPSWO and has agreed to provide back-up coverage for the facility when medical care beyond the care the facility can provide is necessary (see attached Exhibit A).
5. Dr. Schwartz agrees he is licensed to practice medicine in Ohio and will alert PPSWO within 24 hours if his active status to practice medicine in Ohio changes.
6. Dr. Schwartz agrees that no disciplinary actions have been taken against him and that no complaints are under review by the Ohio State Medical Board for violation of R.C. 4731.22. Dr. Schwartz agrees to alert PPSWO within 24 hours if an action is taken against him by the Ohio State Medical Board.

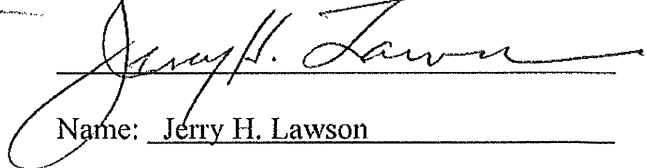
7. Dr. Schwartz agrees he is credentialed with admitting privileges in Obstetrics and Gynecology without restrictions at The Christ Hospital in Cincinnati, Ohio and will arrange patient admission and care for each patient needing medical services according to each patient's need.
8. Dr. Schwartz agrees to immediately and without delay inform PPSWO of any circumstances that may impact his ability to provide for continuity of care and the timely, unimpeded acceptance and admission of the PPSWO's patients.
9. Dr. Schwartz agrees to provide PPSWO with notice of any planned or unplanned absence from the locale within one business day before such date or as soon as practicable (if the absence is unplanned) or three business days before such date or as soon as practicable (if the absence is planned in advance).
10. Dr. Schwartz agrees to maintain a list of physicians outside his area of specialty to consult with or refer to or to use The Christ Hospital's on-call for consulting/referral physicians outside his area of specialty/expertise.
11. PPSWO agrees to provide Dr. Schwartz with the patient's name, reason for referral, current medical condition and the means of transport to the hospital.
12. PPSWO agrees to send to the hospital with the patient a copy of all patient records.
13. This agreement may only be modified in writing.
14. This agreement may be terminated without cause after thirty (30) days written notice is provided to the parties.

The parties have executed this Agreement by each of their authorized representatives.

David B. Schwartz, M.D.



Planned Parenthood of Southwest Ohio



Name: Jerry H. Lawson

Title: President/ CEO

BACK-UP PHYSICIAN SERVICES AGREEMENT

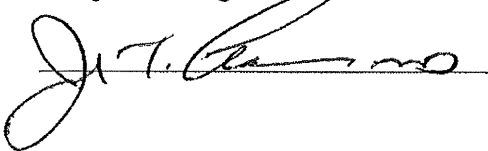
This Back-Up Physician Services Agreement ("Agreement") is effective as of 9/16, 2013 ("Effective Date"), by and between Planned Parenthood of Southwest Ohio, ("PPSWO") an Ohio nonprofit corporation, and Dr. Joseph T. Caligaris, (Dr. Caligaris).

1. Dr. Caligaris agrees he has admitting privileges at The Christ Hospital in Cincinnati, Ohio and will exercise those privileges to provide for the continuity of care and the timely, unimpeded acceptance and admission of PPSWO's patients.
2. Dr. Caligaris agrees to be a back-up physician for PPSWO. He agrees to provide 24/7 emergency back-up hospital admissions for PPSWO's patients in the event of surgical complications, emergency situations, or to meet other medical needs that require a level of service beyond the capability of PPSWO. In the event that he is temporarily unavailable he will insure that coverage is provided by the other physicians who provide coverage for Dr. Caligaris in his medical practice.
3. Dr. Caligaris attests that the following statements are true:
 - a. I am licensed to practice medicine in Ohio.
 - b. I am familiar with PPSWO and its operations.
 - c. I agree to provide PPSWO of notice of any changes in my ability to provide back-up coverage.
 - d. The travel time from my office to The Christ Hospital is approximately eighteen minutes by car.
4. Dr. Caligaris verifies that:
 - a. he has told PPSWO that his specialty is Obstetrics and Gynecology;
 - b. his telephone numbers are:
 - _ (office)
 - _ (cell)
 - _ (home);
 - c. he has informed The Christ Hospital that he is a consulting physician for PPSWO and has agreed to provide back-up coverage for the facility when medical care beyond the care the facility can provide is necessary (see attached Exhibit A).
5. Dr. Caligaris agrees he is licensed to practice medicine in Ohio and will alert PPSWO within 24 hours if his active status to practice medicine in Ohio changes.
6. Dr. Caligaris agrees that no disciplinary actions have been taken against him since 2002 and that no complaints are under review by the Ohio State Medical Board for violations of R.C. 4731.22. Dr. Caligaris agrees to alert PPSWO within 24 hours if an action is taken against him by the Ohio State Medical Board.

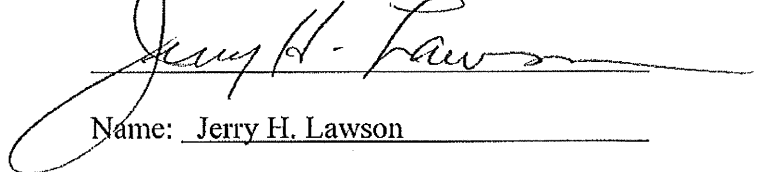
7. Dr. Caligaris agrees he is credentialed with admitting privileges in Obstetrics and Gynecology without restrictions at The Christ Hospital in Cincinnati, Ohio and will arrange patient admission and care for each patient needing medical services according to each patient's need.
8. Dr. Caligaris agrees to immediately and without delay inform PPSWO of any circumstances that may impact his ability to provide for continuity of care and the timely, unimpeded acceptance and admission of the PPSWO's patients.
9. Dr. Caligaris agrees to provide PPSWO with notice of any planned or unplanned absence from the locale within one business day before such date or as soon as practicable (if the absence is unplanned) or three business days before such date or as soon as practicable (if the absence is planned in advance).
10. Dr. Caligaris agrees to maintain a list of physicians outside his area of specialty to consult with or refer to, or to use The Christ Hospital's on-call for consulting/referral physicians outside his area of specialty/expertise.
11. PPSWO agrees to provide Dr. Caligaris with the patient's name, reason for referral, current medical condition and the means of transport to the hospital.
12. PPSWO agrees to send to the hospital with the patient a copy of all patient records.
13. This agreement may only be modified in writing.
14. This agreement may be terminated without cause after thirty (30) days written notice is provided to the parties.

The parties have executed this Agreement by each of their authorized representatives.

Joseph T. Caligaris, M.D.



Planned Parenthood of Southwest Ohio



Name: Jerry H. Lawson

Title: President/ CEO

Planned Parenthood Southwest Ohio Region (PPSWO) Hospital Transfer Policy

(To Be Used if Variance from ODH Approved)

This policy is intended to comply with ODH's November 2011 guidelines for processing variance requests and HB 59 (effective September 29, 2013).

In lieu of a written transfer agreement between the PPSWO ambulatory surgical facility (ASF) and a hospital, this policy will outline the requirements and necessary monitoring to satisfy the requirements for a variance using named physicians with admitting privileges to provide for continuity of care and timely, unimpeded acceptance and admission of patients from the PPSWO ASF.

Backup Physician Credentialing Procedures

PPSWO ASF will maintain a written agreement with the physician(s) who will provide 24/7 emergency backup hospital admission for patients of the facility in the event of surgical complication, emergency situations, or other medical needs that require a level of service beyond the capability of the ASF. This will be kept as a written contract by PPSWO along with all documentation of requirements listed below.

Physicians will be asked, as part of the written agreement, to notify PPSWO as to any change to the status of their state license. PPSWO will verify the active status of the State of Ohio medical license for each physician named by viewing the licensure status on the State Medical Board website (<http://www.med.ohio.gov> under licensee profile and status). PPSWO will verify this information at initiation of the agreement as well as annually thereafter. If PPSWO learns of any changes, it will notify ODH no later than one week after PPSWO becomes aware of the change.

Physicians will be required, as part of the written agreement, to notify PPSWO if any actions have been taken against them or are in progress by the State Medical Board. PPSWO will verify this information by viewing the formal actions on the State Medical Board website at <http://www.med.ohio.gov> at initiation of the agreement and annually thereafter. If PPSWO learns of any actions, it will notify ODH no later than one week after PPSWO becomes aware of the change.

Physicians will be required, as part of the written agreement, to maintain privileges at a local hospital that allow the physician to admit a PPSWO patient if admission becomes necessary. PPSWO will verify the physician's hospital credentials in the appropriate areas of competency by contacting the medical staff credentialing office in the hospital at the initiation of the agreement and annually thereafter. If PPSWO learns of any changes, it will notify ODH no later than one week after PPSWO becomes aware of the change.

As part of the written agreement with the physician, PPSWO will require the physician to inform PPSWO immediately of any circumstance that may impact his or her ability to provide for continuity of care and the timely, unimpeded acceptance and admission of PPSWO's emergency patients. This will be included in the written contract signed by the physician. If PPSWO learns of any changes, it will notify ODH no later than one week after PPSWO becomes aware of the change.

PPSWO will provide each physician with a copy of this policy and PPSWO medical protocols and ensure that the physician has reviewed the policies and are familiar with the operations at PPSWO.

Utilization of Backup Physician Services

In the event a patient needs to be transferred to a hospital, PPSWO's attending physician shall call the contact number for one of the back-up physicians to facilitate the patient's admission to the hospital. The contact numbers for each back-up physician are on file at PPSWO.

Unless PPSWO knows Dr. Schwartz is unavailable, he is the preferred primary back-up physician. If Dr. Schwartz is unavailable, any of the other back-up physicians may be called. If all backup physicians are unavailable, the PPSWO attending physician shall contact the physician providing coverage for Dr. Schwartz by calling the contact number for Dr. Schwartz.

Each backup physician shall provide notice to PPSWO of any planned or unplanned absence from the locale within one business day before such date or as soon as possible (if the absence is unplanned) or three business days before such date or as soon as possible if the absence is planned in advance).

Dr. Schwartz travel time from his office to The Christ Hospital is 5 minutes. Dr. Draznik's travel time from his office to The Christ Hospital is 5 minutes by car. Dr. Caligaris' travel time from his office to The Christ Hospital is 18 minutes by car.

How to transfer a patient directly from PPSWO

When a patient is being transferred to the hospital for a surgical complication, emergency situation or other medical necessity the following shall take place:

DUTY	RESPONSIBILITY OF
Start appropriate emergency measures: IVs, oxygen, airway management, CPR, etc.	PPSWO physician and medical staff
Call ambulance service and give them instructions as to where to enter.	Clinical Nursing Coordinator Surgical Services
Notify staff by preexisting code of emergency and its location.	Surgery Center Manager
Monitor and record vital signs.	Medical personnel
Reassure and support patient.	Medical/counseling personnel
Complete emergency transfer form and copy patient record.	Medical personnel
Notify medical director, executive director, and others as indicated.	Available staff
Notify hospital/emergency room of impending transfer.	Surgical Medical Director, PPSWO physician or back-up physician
Notify those accompanying patient of transfer, reassure them, arrange or	Available staff

direct their trip to the hospital.	
Notify clinic personnel to halt flow to procedure rooms until patient transfer has been completed.	Available staff
Shield recovery room and other areas from observing transfer if possible.	Available staff
Inform waiting patients of delay and reschedule as necessary.	Available staff
For a serious complication or death, prepare appropriate statement for press.	CEO or designee
As soon as possible, hold staff meeting to process feelings and reactions.	CEO or designee
Quality Assurance Review	ASF Governing Body

The PPSWO attending physician shall make arrangements to transport the patient, her complete chart, and the PPSWO transfer form to the hospital. A copy of the medical record that is immediately available will be transmitted in full with the patient while any past records or family planning records will be obtained and sent by fax as soon as they are available.

The PPSWO attending physician shall inform the backup physician of the patient's history and cause for the hospital transfer. The PPSWO attending physician will remain available to consult with the backup physician and help arrange any necessary follow up care.

The PPSWO attending physician shall assign appropriate medical personnel to accompany the patient if the patient needs care the transporters cannot provide.

If the backup physician needs to arrange specialty coverage to the patient, the backup physician shall utilize his consultant list or the admitting hospital's specialty on call rotation using the physician on call for the particular service needed on a given day.

How to arrange for hospital admission after a patient leaves PPSWO

Patients are advised of 24/7 PPSWO nurse/physician on call availability. If it is determined that a patient is in need of immediate hospital care, the backup physician will be contacted. All known information about the patient will be given to the backup physician and this will be followed by a copy of the chart as soon as it is available. If the patient is unable to go to a hospital that is covered by a PPSWO backup physician, the PPSWO nurse and physician on call will contact the emergency department and on call physicians at the hospital the patient is able to go to. The PPSWO on call physician shall provide to the treating hospital physician all information requested as soon as possible. The PPSWO attending physician will remain available to consult with the backup or treating physician and help arrange any necessary follow up care.

Changes to this Protocol

PPSWO will notify Rebecca Maust at the Department of Health within 48 hours of any change to this written protocol by emailing her at Rebecca.Maust@odh.ohio.gov or by faxing her at 614-466-3543. A paper copy of the transmission shall be kept by PPSWO.



Identification Information		[back]
Name	Dr. DAVID BRUCE SCHWARTZ Birth Date: 1/1952 Birth Place: NEWARK, NJ Birth Country:	
Practice	2123 AUBURN AVE SUITE 320 CINCINNATI, OH 45219	
Residence	CINCINNATI, OH 43219 County: Hamilton	
Professional Education	School: 023030-University of Michigan Medical School Graduated: 05/26/78	

License and Registration Information				
Credential	License Type	Initial Licensure Date	Expiration Date	Status
35.043742	Doctor of Medicine	07/12/1979	01/01/2014	ACTIVE IN RENEWAL
Specialties				
OBSTETRICS & GYNECOLOGY				
<u>Specialty listings are voluntarily provided by the physician. They are not verified by the State Medical Board and do not confirm that the physician is Board certified by a professional specialty organization. To find out if a physician is certified by a specialty board, you should contact that board. Information and links to specialty boards can be found by clicking this green box.</u>				

Formal Action Information
No formal action exists.

The above is an accurate representation of information currently maintained by the State Medical Board of Ohio as of 9/12/2013. The JCAHO and the NCQA have informed the Board that they consider this on-line license status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards. This information is otherwise provided as a public service and no user may claim detrimental reliance thereon.

The State Medical Board utilizes the Federation Credentials Verification Service (FCVS) as an agent and partner in licensing physicians in Ohio. Physicians initially licensed in Ohio after February 1st, 1997 have had their medical education, post-graduate training and examination history primary source verified by FCVS. Therefore, the use of this website for documentation of primary source verification (PSV) of education and training meets current NCQA guidelines for those licensed after February 1, 1997. This statement, affirming that primary source verification of medical education and post-graduate training has been performed as part of the licensure process, should be printed out and retained in your files. Prior to February 1, 1997, the State Medical Board prime source verified the post-graduate training and examination history.



Identification Information		[back]
Name	Dr. MICHAEL ROBERT DRAZNIK Birth Date: 11/1952 Birth Place: URBANA, IL Birth Country:	
Practice	2055 READING RD SUITE 480 CINCINNATI, OH 45202 United States of America	
Residence	CINCINNATI, OH 45208 County: Hamilton	
Professional Education	School: 036020-University of Cincinnati College of Medicine Graduated: 06/11/78	

License and Registration Information				
Credential	License Type	Initial Licensure Date	Expiration Date	Status
35.043855	Doctor of Medicine	08/09/1979	04/01/2015	ACTIVE
Specialties				
OBSTETRICS & GYNECOLOGY OBSTETRICS & GYNECOLOGY				
<u>Specialty listings are voluntarily provided by the physician. They are not verified by the State Medical Board and do not confirm that the physician is Board certified by a professional specialty organization. To find out if a physician is certified by a specialty board, you should contact that board. Information and links to specialty boards can be found by clicking this green box.</u>				

Formal Action Information
No formal action exists.

The above is an accurate representation of information currently maintained by the State Medical Board of Ohio as of 9/12/2013. The JCAHO and the NCQA have informed the Board that they consider this on-line license status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards. This information is otherwise provided as a public service and no user may claim detrimental reliance thereon.

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Identification Information		[back]
Name	Dr. JOSEPH THAYER CALIGARIS Birth Date: 11/1955 Birth Place: PROVIDNECE, RI Birth Country:	
Practice	9403 KENWOOD RD A130 CINCINNATI, OH 45242	
Residence	CINCINNATI, OH 45242 County: Hamilton	
Professional Education	School: 022010-Boston University School of Medicine Graduated: 05/15/83	

License and Registration Information					
Credential	License Type	Initial Licensure Date	Expiration Date	Status	
35.050658	Doctor of Medicine	07/02/1984	04/01/2015	ACTIVE	
Supervises					
Name	Credential	Supervisor Agreement	Approved Date	Expiration Date	Status
Calligaris, Joseph- Jewish Hospital	41. 16352 SA	SUPV	03/07/2013	01/31/2015	ACTIVE
Specialties					
OBSTETRICS & GYNECOLOGY					
<p><u>Specialty listings are voluntarily provided by the physician. They are not verified by the State Medical Board and do not confirm that the physician is Board certified by a professional specialty organization. To find out if a physician is certified by a specialty board, you should contact that board. Information and links to specialty boards can be found by clicking this green box.</u></p>					

Formal Action Information
Formal action exists. The existence of a formal action may invalidate the license prior to the expiration date listed above.

The above is an accurate representation of information currently maintained by the State Medical Board of Ohio as of 9/12/2013. The JCAHO and the NCQA have informed the Board that they consider this on-line licensure status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards. This information is otherwise provided as a public service and no user may claim detrimental reliance thereon.

The State Medical Board utilizes the Federation Credentials Verification Service (FCVS) as an agent and partner in licensing physicians in Ohio. Physicians initially licensed in Ohio after February 1st, 1997 have had their medical education, post-graduate training and examination history primary source verified by FCVS. Therefore, the use of this website for documentation of primary source verification (PSV) of education and training meets current NCQA guidelines for those licensed after February 1, 1997. This statement, affirming that primary source verification of medical education and post-graduate training has been performed as part of the licensure process, should be printed out and retained in your files. Prior to February 1, 1997, the State Medical Board prime source verified the post-graduate training and examination history.

Formal Action(s)

11/14/2007:BOARD ACTION: Doctor released from terms and conditions of 12/20/02 consent agreement, no further action required. Based on Board's determination that an education plan or preceptorship is not necessary. Order effective 11/16/07.

12/14/2006:CITATION:Notice of hearing scheduled for 2/8/07, pursuant to doctor's 12/20/02 consent agreement with the Board, for the purpose of determining the terms, conditions, and limitations, if any, that should be imposed upon the doctor based upon the recommendations of the Colorado Physicians Effectiveness Program. Notice of hearing mailed 12/14/06.

12/20/2002:CONSENT AGREEMENT - TERMS, CONDITIONS AND LIMITATIONS ESTABLISHED, INCLUDING REQUIREMENTS THAT DOCTOR PARTICIPATE IN PRACTICE ASSESSMENT THROUGH THE COLORADO PHYSICIANS EFFECTIVENESS PROGRAM (CPEP), COMPLETE ANY RECOMMENDED REMEDIATION, AND, IF NO REMEDIATION IS REQUIRED, PRACTICE SUBJECT TO PROBATIONARY TERMS AND CONDITIONS FOR AT LEAST THREE YEARS. PROCEEDINGS OR DETERMINATIONS AT THIS TIME BASED ON AND TO ADDRESS ALLEGATIONS SET FORTH IN 7/10/02 NOTICE OF OPPORTUNITY FOR HEARING, INCLUDING CONCERNS ABOUT PATIENT CARE WHERE IMPROVEMENT OVER PAST PRACTICES IS APPROPRIATE. EFFECTIVE 12/20/02.

07/10/2002:CITATION - BASED ON DOCTOR'S ALLEGED FAILURE TO CONFORM TO MINIMAL STANDARDS AND/OR IMPROPER PRESCRIBING IN THE COURSE OF HIS CARE AND TREATMENT OF SEVEN SPECIFIED PATIENTS. NOTICE OF OPPORTUNITY FOR HEARING MAILED 7/11/02.

[View Documents](#)



2139 Auburn Avenue
Cincinnati, Ohio 45219
Tel. (513)-585-2221
Fax: (513)-585-3293

September 5, 2013

Confirmation of Medical Staff Membership and/or Clinical Privileges

The information provided below applies only to the period of affiliation at The Christ Hospital.

Name: David B. Schwartz, MD

Department: Women's Health

Staff Category: Active

Date: 10/20/1982 - Present

Prior Date: *No Date on File*

This letter will serve as confirmation that **David B. Schwartz, MD** is/was credentialed by The Christ Hospital, in full compliance with Ohio State Regulation, Federal Law and Joint Commission Standards.

This individual meets/met this facility's standards for appointment/reappointment and/or approval/renewal of clinical privileges. There is no derogatory information on file regarding this practitioner. Information is based on review of the individual's credentials record at The Christ Hospital.

If you have any questions regarding the above information, please contact our office at 513.585.2221.

Sincerely,



Trish Miller, CPCS
Manager, Medical Staff/Provider Services and System Credentialing



2139 Auburn Avenue
Cincinnati, Ohio 45219
Tel. (513)-585-2221
Fax: (513)-585-3293

September 13, 2013

Confirmation of Medical Staff Membership and/or Clinical Privileges

The information provided below applies only to the period of affiliation at The Christ Hospital.

Name: Joseph T. Caligaris, MD

Department: Women's Health

Staff Category: Active

Date: 9/19/1990 - Present

Prior Date: No Date on File

This letter will serve as confirmation that **Joseph T. Caligaris, MD** is/was credentialed by The Christ Hospital, in full compliance with Ohio State Regulation, Federal Law and Joint Commission Standards.

This individual meets/met this facility's standards for appointment/reappointment and/or approval/renewal of clinical privileges. There is no derogatory information on file regarding this practitioner. Information is based on review of the individual's credentials record at The Christ Hospital.

If you have any questions regarding the above information, please contact our office at 513.585.2221.

Sincerely,



Trish Miller, CPCS
Manager, Medical Staff/Provider Services and System Credentialing



2139 Auburn Avenue
Cincinnati, Ohio 45219
Tel. (513)-585-2221
Fax: (513)-585-3293

September 13, 2013

Confirmation of Medical Staff Membership and/or Clinical Privileges

The information provided below applies only to the period of affiliation at The Christ Hospital.

Name: Michael R. Draznik, MD

Department: Women's Health

Staff Category: Active

Date: 10/20/1982 - Present

Prior Date: No Date on File

This letter will serve as confirmation that **Michael R. Draznik, MD** is/was credentialed by The Christ Hospital, in full compliance with Ohio State Regulation, Federal Law and Joint Commission Standards.

This individual meets/met this facility's standards for appointment/reappointment and/or approval/renewal of clinical privileges. There is no derogatory information on file regarding this practitioner. Information is based on review of the individual's credentials record at The Christ Hospital.

If you have any questions regarding the above information, please contact our office at 513.585.2221.

Sincerely,



Trish Miller, CPCS
Manager, Medical Staff/Provider Services and System Credentialing

From: Joseph Caligaris []
Sent: Friday, September 13, 2013 3:44 PM
To: [REDACTED]@thechristhospital.com; [REDACTED]@thechristhospital.com
Subject: Back Up Physician Services Agreement

I was asked to inform you that I have agreed to be a back up physician for Planned Parenthood of Southwest Ohio. I agree to provide 24/7 emergency back up hospital admissions for PPSWO's patients in the event of surgical complications, emergency situations, or to meet other medical needs that require a level of service beyond the capability of PPSWO. I will exercise my privileges at The Christ Hospital in Cincinnati to provide for the continuity of care should it be deemed necessary. In the event that I am temporarily unavailable I will insure that coverage is provided by Dr. Michael Draznik and Dr. David Schwartz. Thank you.

Joseph T Caligaris M. D. FACOG

From:

Sent: Saturday, September 14, 2013 5:22 PM

To: [REDACTED]@thechristhospital.com

Cc: [REDACTED]@thechristhospital.com

Subject: Coverage arrangement for PPSWO

Gentlemen, I am writing to inform you that I have agreed to provide backup emergency coverage for Planned Parenthood of Southwest Ohio. This arrangement includes 24/7 emergency care for any services that Planned Parenthood is unable to provide, potentially requiring hospitalization of patients at The Christ Hospital under my supervision. If I am unavailable for such provisions, Dr. David Schwartz and Dr. Joe Caligaris would serve as alternates for staff coverage. Thank you, Michael R. Draznik M.D.

From:

Sent: Friday, September 06, 2013 5:20 PM

To: [REDACTED]@thechristhospital.com; [REDACTED]@thechristhospital.com

Cc:

Subject: Back-Up Physician Services Agreement

I was asked to inform you that I have agreed to be a back-up physician for Planned Parenthood of Southwest Ohio ("PPSWO"). I agree to provide 24/7 emergency back-up hospital admissions for PPSWO's patients in the event of surgical complications, emergency situations, or to meet other medical needs that require a level of service beyond the capability of PPSWO. I will exercise my privileges at The Christ Hospital in Cincinnati to provide for the continuity of care should it be deemed necessary. In the event that I am temporarily unavailable I will insure that coverage is provided by the Dr. Michael Draznik and Dr. Joe Caligaris. Thank you.

David B. Schwartz M.D. FACOG