

GERHARDSTEIN & BRANCH

A LEGAL PROFESSIONAL ASSOCIATION

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CINCINNATI, OHIO 45202

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*ALPHONSE A. GERHARDSTEIN

JENNIFER L. BRANCH

**JACKLYN GONZALES MARTIN

*ADAM G. GERHARDSTEIN

Of Counsel

ROBERT F. LAUFMAN

**Also admitted in
Minnesota*

***Also Admitted in
Kentucky and West
Virginia*

September 28, 2015

Mr. Dave Holston, Chief
Office of Health Assurance and Licensing
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 Mr. Holston:

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) and O.R.C. § 3702.303, which require ASFs have a written transfer agreement ("WTA") with a local hospital. PPSWO's May 2015 variance request was denied September 25, 2015 because the request listed only three back-up doctors. I am resubmitting PPSWO's May 2015 variance request (see attached) along with the contract and supporting document for a fourth backup doctor, Dr. Marcia Bowling.

The letter from Director Hodges denying the variance was the first time PPSWO, or any of the ASF I have represented, was informed that four backup doctors are required by the Director. Since 2008 when WMCD received its first variance of the WTA, it has had either two or three backup doctors. In June 2015 Defendant Hodges informed WMCD that the two backup doctors they had used for over two years were insufficient. Defendant Hodges gave WMCD thirty days to add a third backup doctor, which WMCD did on July 25, 2015.

PPSWO first requested a variance in 2013 after UCMC rescinded its WTA because of the Public Hospital Ban contained in HB 59. PPSWO named three backup doctors in its variance request. In August 2014 a doctor who resigned was replaced and a fourth doctor was added. ODH was notified of each of these changes. ODH eventually granted PPSWO's 2014 request in November 2014. In January 2015 another doctor resigned, leaving PPSWO with three backup doctors. ODH was notified of this change in January 2015 but ODH did not object to the change back to three doctors. In May, PPSWO's 2015 variance request named the same three backup

Dave Holston
September 28, 2015
Page 2 of 2

doctors. The first time ODH notified PPSWO that three backup doctors was insufficient was when it denied the 2015 variance request on September 25, 2015.

In response to Director Hodges September 25th denial, PPSWO has contracted with a fourth physician, Dr. Marcia Bowling to provide backup services for PPSWO. I believe the addition of this fourth backup physician satisfies the Director's concern. If it does not, please let me know. If you need any additional information or have any questions, please contact me.

Sincerely,



Jennifer L. Branch
jbranch@gbfirm.com

Encls. Attachment 1 PPSWO May 2015 variance request
Attachment 2 Backup physician agreement with Dr. Bowling with Exhibit A and
credentialing documents

BACK-UP PHYSICIAN SERVICES AGREEMENT

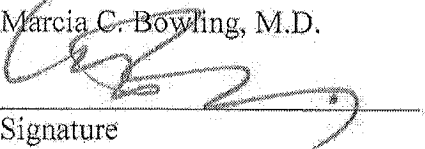
This Back-Up Physician Services Agreement ("Agreement") is effective as of September 28, 2015 ("Effective Date"), by and between Planned Parenthood of Southwest Ohio, an Ohio nonprofit corporation, ("PPSWO") and Marcia Bowling, M.D. (Dr. Bowling).

1. Dr. Bowling agrees she 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. Bowling agrees to be a back-up physician for PPSWO. She agrees to provide 24/7 emergency backup hospital admission for PPSWO's patients in the event of surgical complication, emergency situations, or to meet other medical needs that request a level of service beyond the capability of PPSWO. In the event she is temporarily unavailable, she will insure that coverage is provided by the other physicians who provide coverage for her in her medical practice or other physicians who are serving as back-up physicians for PPSWO.
3. Dr. Bowling 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 notice of any changes in my ability to provide back-up coverage.
 - d. The travel time from my offices to The Christ Hospital is less than four minutes by vehicle.
4. Dr. Bowling verifies that:
 - a. she has told PPSWO that her specialty is Obstetrics and Gynecology;
 - b. her telephone numbers are
[REDACTED] (office)
[REDACTED] (cell)
[REDACTED]
 - c. she has informed The Christ Hospital that she 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. Bowling agrees she is licensed to practice medicine in Ohio and will alert PPSWO within 24 hours if her active status to practice medicine in Ohio changes.
6. Dr. Bowling agrees that no disciplinary actions have been taken against her and that no complaints are under review by the Ohio State Medical Board for violations of R.C. § 4731.22. Dr. Bowling agrees to alert PPSWO within 24 hours if an action is taken against her by the Ohio State Medical Board.

7. Dr. Bowling agrees she 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. Bowling agrees to immediately and without delay inform PPSWO of any circumstances that may impact her ability to provide for continuity of care and the timely, unimpeded acceptance and admission of the PPSWO's patients.
9. Dr. Bowling 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. Bowling agrees to maintain a list of physicians outside her area of specialty to consult with or refer to or to use The Christ Hospital's on-call list for consulting/referral physicians outside her area of specialty/expertise.
11. PPSWO agrees to provide Dr. Bowling 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.

Marcia C. Bowling, M.D.


Signature

Planned Parenthood of Southwest Ohio


Signature

Name: Jerry H. Lawson

Title: President/CEO

From: Bowling MD, Marcia [mailto:]
Sent: Monday, September 28, 2015 11:27 AM
To: mike.keating@thechristhospital.com
Cc: Lawson, Jerry
Subject: Services

Date: September 28, 2015 at 10:28:03

Gentlemen: This note is to inform you that I have agreed to provide emergency backup coverage for Planned Parenthood of Southwest Ohio. This arrangement includes 24/7 emergency care for any services that Planned Parenthood is able to provide, potentially requiring hospitalization at The Christ Hospital under my supervision. If I am unavailable Dr. David Schwartz, Dr. Tari Anderson or Dr. Kate Hewitt would serve as alternate for staff coverage. Thank you for your attention to this matter. Marcia Bowling MD

Exhibit A



The
Christ Hospital

The Christ Hospital Health Network

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

September 28, 2015

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: Marcia C. Bowling, MD

Department: Women's Health Service Line

Staff Category: Active

Privilege: Clinical Privileges

Date: 2/18/1987 - Present

Prior Date: No Date on File

This letter will serve as confirmation that **Marcia C. Bowling, 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,

Jeni George, CPCS
Manager, Medical Staff Services



Identification Information		[back]
Name	Dr. MARCIA CLAIR BOWLING Birth Date: 3/1953 Birth Place: NEW YORK CITY, NY Birth Country:	
Practice	199 Willaim Howard Taft Cincinnati, OH 45219 United States of America	
Residence	WYOMING, OH 45215 County: Hamilton	
Professional Education	School: 022030-University of Massachusetts Medical School Graduated: 05/27/78	

License and Registration Information					
Credential	License Type	Initial Licensure Date	Expiration Date	Status	
35.054486	Doctor of Medicine	10/08/1986	07/01/2017	ACTIVE	
Supervises					
Name	Credential	Supervisor Agreement	Approved Date	Expiration Date	Status
Bowling, Marcia- Jewish Hospital	41. 19886 SA	SUPV	04/24/2015	01/31/2017	ACTIVE
Specialties					
GYNECOLOGICAL ONCOLOGY 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
No formal action exists.

The above is an accurate representation of information currently maintained by the State Medical Board of Ohio as of 9/27/2015. 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.

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*ADAM G. GERHARDSTEIN

Of Counsel

ROBERT F. LAUFMAN

**Also admitted in
Minnesota*

***Also Admitted in
Kentucky and West
Virginia*

May 18, 2015

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. This letter is being submitted with PPSWO's 2015 annual renewal application. 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. PPSWO was granted a variance in November 2104.

Need for Variance

In 2013 PPSWO had a written transfer agreement with University of Cincinnati Medical Center ("UCMC"). 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.

PPSWO Meets ODH's Variance Requirements

PPSWO requested a WTA with The Christ Hospital, Mercy Hospital St. Elizabeth Hospital, Good Samaritan Hospital, The Jewish Hospital, Bethesda North Hospital, and the University of Cincinnati Medical Center. (Attachment 1). As of now, none of the hospitals have responded to the request. If any hospital does sign a WTA with PPSWO, I will inform you promptly.

PPSWO has contracted with three back-up physicians (Attachment 2) and has a patient hospital transfer policy (Attachment 3)¹ 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

¹ This policy was amended May 7, 2015.

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 2) 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. is an obstetrician/gynecologist with unrestricted admitting privileges in Women's Health at The Christ Hospital.
- Dr. Tari S. Anderson, M.D. is an gynecologist with unrestricted admitting privileges in Women's Health at The Christ Hospital.
- Dr. Katherine D. Hewitt, M.D. is a gynecologist with unrestricted admitting privileges in Women's Health at The Christ Hospital.

PPSWO's alternative to a written transfer agreement satisfies ODH's November 17, 2011 protocol and HB 59 as follows:

- a. The contracts with the backup physicians comply with the requirements in ODH's protocol. (Attachment 2). 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 3). The policy contains a plan for coverage in the event that all named physicians are temporarily unavailable. The Christ Hospital is located 0.1 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 2).
- c. Drs. Schwartz, Dr. Anderson and Dr. Hewitt 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. 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. (Attachment 2).
- d. All backup physicians are credentialed with admitting privileges in Women's Health without restrictions at The Christ Hospital. This has been verified by the physicians in their contracts and in the credentialing documents attached. (Attachment 2). 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. (See Exhibit A to each of the contracts in Attachment 2).

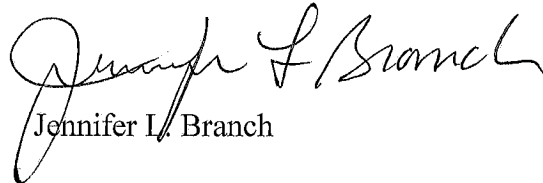
- e. The backup physicians agreed in their contracts to immediately inform PPSWO of any circumstances that may impact his ability to provide for continuity of care and the timely, unimpeded acceptance and admission of the PPSWO's emergency patients.
- f. The backup physicians are familiar with PPSWO and its operations and its policy. Their contracts verify this.
- g. Each back up physician has verified that there is minimal 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. Anderson's travel time from his office to The Christ Hospital is 18 minutes by car.
 - Dr. Hewitt travel time from his office to The Christ Hospital is 15 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.

Rebecca Maust
May 18, 2015
Page 4 of 4

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 PPSWO WTA requests

Attachment 2 Backup physician agreements with Exhibit A and credentialing

Attachment 3 PPSWO Hospital transfer Protocol

Planned Parenthood Southwest Ohio Region

April 16, 2015

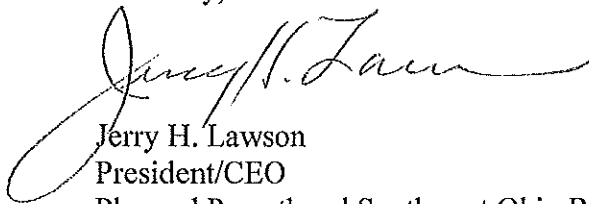
Mr. Thomas Urban, FACHE
Market Leader and President of
Mercy Health – North Market
Mercy Health Fairfield Hospital
3000 Mack Road
Fairfield, Ohio 45014

Dear Mr. Urban,

As President and CEO of Planned Parenthood Southwest Ohio Region (PPSWO), I am writing to you to request Mercy Health Fairfield Hospital enter into an agreement with PPSWO for the transfer of our surgery patients to Mercy Health Fairfield 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 Mercy Health Fairfield Hospital would like to discuss entering a written transfer agreement with PPSWO, please contact me at your earliest convenience.

Sincerely,



Jerry H. Lawson
President/CEO

Planned Parenthood Southwest Ohio Region
2314 Auburn Avenue, Cincinnati, Ohio 45219
P: 513.824.7804
F: 513.824.7805
jlawson@ppswo.org

JHL/pp

Enc.

Planned Parenthood Southwest Ohio Region

April 16, 2015

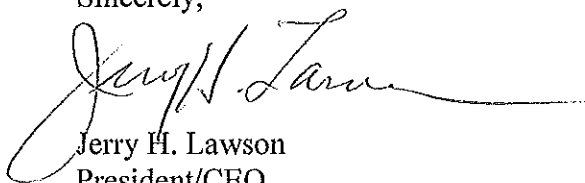
Mr. Michael Stephens, FACHE
Market Leader and President of
Mercy Health – West Market
Mercy Health West Hospital
3300 Mercy Health Boulevard
Cincinnati, Ohio 45211

Dear Mr. Stephens,

As President and CEO of Planned Parenthood Southwest Ohio Region (PPSWO), I am writing to you to request **Mercy Health West Hospital** enter into an agreement with PPSWO for the transfer of our surgery patients to **Mercy Health West 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 **Mercy Health West Hospital** would like to discuss entering a written transfer agreement with PPSWO, please contact me at your earliest convenience.

Sincerely,



Jerry H. Lawson
President/CEO

Planned Parenthood Southwest Ohio Region
2314 Auburn Avenue, Cincinnati, Ohio 45219
P: 513.824.7804
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April 16, 2015

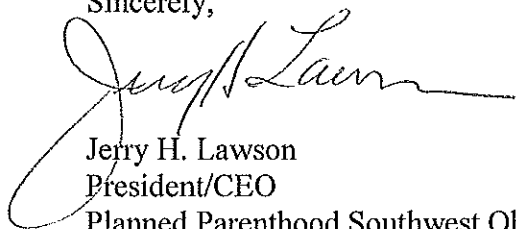
Mr. Michael Stephens, FACHE
Market Leader and President of
Mercy Health – West Market
Mercy Health West Hospital
3300 Mercy Health Boulevard
Cincinnati, Ohio 45211

Dear Mr. Stephens,

As President and CEO of Planned Parenthood Southwest Ohio Region (PPSWO), I am writing to you to request **Mercy Health Harrison Medical Center** enter into an agreement with PPSWO for the transfer of our surgery patients to **Mercy Health Harrison Medical Center**. 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 **Mercy Health Harrison Medical Center** would like to discuss entering a written transfer agreement with PPSWO, please contact me at your earliest convenience.

Sincerely,



Jerry H. Lawson
President/CEO

Planned Parenthood Southwest Ohio Region
2314 Auburn Avenue, Cincinnati, Ohio 45219
P: 513.824.7804
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Cincinnati, Ohio 45219
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www.ppswo.org

Planned Parenthood Southwest Ohio Region

April 16, 2015

Ms. Pat Davis-Hagens
Central Market Leader and President of
The Jewish Hospital and Chief Nursing Officer
for Mercy Health
The Jewish Hospital
4777 E. Galbraith Road
Cincinnati, Ohio 45236

Dear Ms. Davis-Hagens,

As President and CEO of Planned Parenthood Southwest Ohio Region (PPSWO), I am writing to you to request **The Jewish Hospital** enter into an agreement with PPSWO for the transfer of our surgery patients to **The Jewish 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 Jewish Hospital** would like to discuss entering a written transfer agreement with PPSWO, please contact me at your earliest convenience.

Sincerely,

Jerry H. Lawson
President/CEO
Planned Parenthood Southwest Ohio Region
2314 Auburn Avenue, Cincinnati, Ohio 45219
P: 513.824.7804
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Planned Parenthood Southwest Ohio Region

April 16, 2015

Ms. Pat Davis-Hagens
Central Market Leader and President of
The Jewish Hospital and Chief Nursing Officer
for Mercy Health
The Jewish Hospital
4777 E. Galbraith Road
Cincinnati, Ohio 45236

Dear Ms. Davis-Hagens,

As President and CEO of Planned Parenthood Southwest Ohio Region (PPSWO), I am writing to you to request **Mercy Health Rookwood Medical Center** enter into an agreement with PPSWO for the transfer of our surgery patients to **Mercy Health Rookwood Medical Center**. 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 **Mercy Health Rookwood Medical Center** would like to discuss entering a written transfer agreement with PPSWO, please contact me at your earliest convenience.

Sincerely,

Jerry H. Lawson
President/CEO
Planned Parenthood Southwest Ohio Region
2314 Auburn Avenue, Cincinnati, Ohio 45219
P: 513.824.7804
F: 513.824.7805
jlawson@ppswow.org

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Planned Parenthood Southwest Ohio Region

April 16, 2015

Ms. Pat Davis-Hagens
Central Market Leader and President of
The Jewish Hospital and Chief Nursing Officer
for Mercy Health
The Jewish Hospital
4777 E. Galbraith Road
Cincinnati, Ohio 45236

Dear Ms. Davis-Hagens,

As President and CEO of Planned Parenthood Southwest Ohio Region (PPSWO), I am writing to you to request **Mercy Health Western Hills Medical Center** enter into an agreement with PPSWO for the transfer of our surgery patients to **Mercy Health Western Hills Medical Center**. 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 **Mercy Health Western Hills Medical Center** would like to discuss entering a written transfer agreement with PPSWO, please contact me at your earliest convenience.

Sincerely,

Jerry H. Lawson
President/CEO

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2314 Auburn Avenue, Cincinnati, Ohio 45219
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Planned Parenthood Southwest Ohio Region

April 16, 2015

Mr. Jeffrey Graham
Market Leader and President of
Mercy Health –East Market
Mercy Health Anderson Hospital
7500 State Road
Cincinnati, Ohio 45255

Dear Mr. Graham,

As President and CEO of Planned Parenthood Southwest Ohio Region (PPSWO), I am writing to you to request **Mercy Health Anderson Hospital** enter into an agreement with PPSWO for the transfer of our surgery patients to **Mercy Health Anderson 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 **Mercy Health Anderson Hospital** would like to discuss entering a written transfer agreement with PPSWO, please contact me at your earliest convenience.

Sincerely,

Jerry H. Lawson
President/CEO
Planned Parenthood Southwest Ohio Region
2314 Auburn Avenue, Cincinnati, Ohio 45219
P: 513.824.7804
F: 513.824.7805
jlawson@ppsw.org

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Planned Parenthood Southwest Ohio Region

April 16, 2015

Mr. Jeffrey Graham
Market Leader and President of
Mercy Health –East Market
Mercy Health Anderson Hospital
7500 State Road
Cincinnati, Ohio 45255

Dear Mr. Graham,

As President and CEO of Planned Parenthood Southwest Ohio Region (PPSWO), I am writing to you to request **Mercy Health Eastgate Medical Center** enter into an agreement with PPSWO for the transfer of our surgery patients to **Mercy Health Eastgate Medical Center**. 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 **Mercy Health Eastgate Medical Center** would like to discuss entering a written transfer agreement with PPSWO, please contact me at your earliest convenience.

Sincerely,

Jerry H. Lawson
President/CEO
Planned Parenthood Southwest Ohio Region
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Planned Parenthood Southwest Ohio Region

April 16, 2015

Mr. Jeffrey Graham
Market Leader and President of
Mercy Health –East Market
Mercy Health Anderson Hospital
7500 State Road
Cincinnati, Ohio 45255

Dear Mr. Graham,

As President and CEO of Planned Parenthood Southwest Ohio Region (PPSWO), I am writing to you to request **Mercy Health Liberty Falls Medical Center** enter into an agreement with PPSWO for the transfer of our surgery patients to **Mercy Health Liberty Falls Medical Center**. 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 **Mercy Health Liberty Falls Medical Center** would like to discuss entering a written transfer agreement with PPSWO, please contact me at your earliest convenience.

Sincerely,

Jerry H. Lawson
President/CEO
Planned Parenthood Southwest Ohio Region
2314 Auburn Avenue, Cincinnati, Ohio 45219
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p: 513.721.7635 • f: 513.721.2313
www.ppswo.org

Planned Parenthood Southwest Ohio Region

April 16, 2015

Mr. Garren Colvin
Interim President & CEO
St. Elizabeth Healthcare Edgewood
1 Medical Village Drive
Edgewood, Ohio 45017

Dear Mr. Colvin,

As President and CEO of Planned Parenthood Southwest Ohio Region (PPSWO), I am writing to you to request **St. Elizabeth Healthcare Covington** enter into an agreement with PPSWO for the transfer of our surgery patients to **St. Elizabeth Healthcare Covington**. 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 **St. Elizabeth Healthcare Covington** would like to discuss entering a written transfer agreement with PPSWO, please contact me at your earliest convenience.

Sincerely,

Jerry H. Lawson
President/CEO
Planned Parenthood Southwest Ohio Region
2314 Auburn Avenue, Cincinnati, Ohio 45219
P: 513.824.7804
F: 513.824.7805
jlawson@ppswow.org

JHL/pp

Enc.



2314 Auburn Avenue
Cincinnati, Ohio 45219
p: 513.721.7635 · f: 513.721.2313
www.ppswo.org

Planned Parenthood Southwest Ohio Region

April 16, 2015

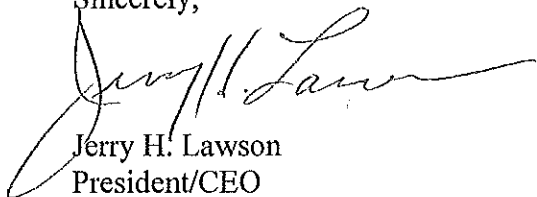
Mr. Garren Colvin
Interim President & CEO
St. Elizabeth Healthcare Edgewood
1 Medical Village Drive
Edgewood, Ohio 45017

Dear Mr. Colvin,

As President and CEO of Planned Parenthood Southwest Ohio Region (PPSWO), I am writing to you to request **St. Elizabeth Healthcare Edgewood** enter into an agreement with PPSWO for the transfer of our surgery patients to **St. Elizabeth Healthcare Edgewood**. 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 **St. Elizabeth Healthcare Edgewood** would like to discuss entering a written transfer agreement with PPSWO, please contact me at your earliest convenience.

Sincerely,



Jerry H. Lawson
President/CEO
Planned Parenthood Southwest Ohio Region
2314 Auburn Avenue, Cincinnati, Ohio 45219
P: 513.824.7804
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Planned Parenthood Southwest Ohio Region

April 16, 2015

Mr. Garren Colvin
Interim President & CEO
St. Elizabeth Healthcare Edgewood
1 Medical Village Drive
Edgewood, Ohio 45017

Dear Mr. Colvin,

As President and CEO of Planned Parenthood Southwest Ohio Region (PPSWO), I am writing to you to request **St. Elizabeth Healthcare Florence** enter into an agreement with PPSWO for the transfer of our surgery patients to **St. Elizabeth Healthcare Florence**. 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 **St. Elizabeth Healthcare Florence** would like to discuss entering a written transfer agreement with PPSWO, please contact me at your earliest convenience.

Sincerely,

Jerry H. Lawson
President/CEO
Planned Parenthood Southwest Ohio Region
2314 Auburn Avenue, Cincinnati, Ohio 45219
P: 513.824.7804
F: 513.824.7805
jlawson@ppswow.org

JHL/pp

Enc.

Planned Parenthood Southwest Ohio Region

April 16, 2015

Mr. Garren Colvin
Interim President & CEO
St. Elizabeth Healthcare Edgewood
1 Medical Village Drive
Edgewood, Ohio 45017

Dear Mr. Colvin,

As President and CEO of Planned Parenthood Southwest Ohio Region (PPSWO), I am writing to you to request **St. Elizabeth Healthcare Ft. Thomas** enter into an agreement with PPSWO for the transfer of our surgery patients to **St. Elizabeth Healthcare Ft. Thomas**. 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 **St. Elizabeth Healthcare Ft. Thomas** would like to discuss entering a written transfer agreement with PPSWO, please contact me at your earliest convenience.

Sincerely,



Jerry H. Lawson
President/CEO
Planned Parenthood Southwest Ohio Region
2314 Auburn Avenue, Cincinnati, Ohio 45219
P: 513.824.7804
F: 513.824.7805
jlawson@ppsw.org

JHL/pp
Enc.

Planned Parenthood Southwest Ohio Region

April 16, 2015

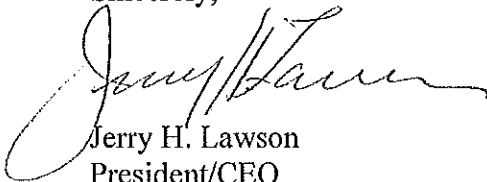
Mr. John Prout, President & CEO
Tri Health
619 Oak Street
Cincinnati, Ohio 45206

Dear Mr. Prout,

As President and CEO of Planned Parenthood Southwest Ohio Region (PPSWO), I am writing to you to request Good Samaritan Hospital enter into an agreement with PPSWO for the transfer of our surgery patients to 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 Good Samaritan Hospital would like to discuss entering a written transfer agreement with PPSWO, please contact me at your earliest convenience.

Sincerely,



Jerry H. Lawson
President/CEO
Planned Parenthood Southwest Ohio Region
2314 Auburn Avenue, Cincinnati, Ohio 45219
P: 513.824.7804
F: 513.824.7805
jlawson@ppsw.org

JHL/pp

Enc.

Planned Parenthood Southwest Ohio Region

April 16, 2015


Mr. Jerry Oliphant
Vice President & COO
Tri Health
619 Oak Street
Cincinnati, Ohio 45206

Dear Mr. Oliphant,

As President and CEO of Planned Parenthood Southwest Ohio Region (PPSWO), I am writing to you to request Bethesda North Hospital enter into an agreement with PPSWO for the transfer of our surgery patients to Bethesda North 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 Bethesda North Hospital would like to discuss entering a written transfer agreement with PPSWO, please contact me at your earliest convenience.

Sincerely,


Jerry H. Lawson
President/CEO

Planned Parenthood Southwest Ohio Region
2314 Auburn Avenue, Cincinnati, Ohio 45219
P: 513.824.7804
F: 513.824.7805
jlawson@ppsw.org

JHL/pp

Enc.

Planned Parenthood Southwest Ohio Region

April 16, 2015

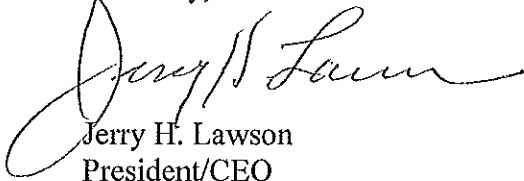
Mr. Michael Keating
President & CEO
The Christ Hospital
2139 Auburn Avenue
Cincinnati, Ohio 45219

Dear Mr. Keating,

As President and CEO of Planned Parenthood Southwest Ohio Region (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
President/CEO
Planned Parenthood Southwest Ohio Region
2314 Auburn Avenue, Cincinnati, Ohio 45219
P: 513.824.7804
F: 513.824.7805
jlawson@ppsw.org

JHL/pp

Enc.

Planned Parenthood Southwest Ohio Region

April 16, 2015

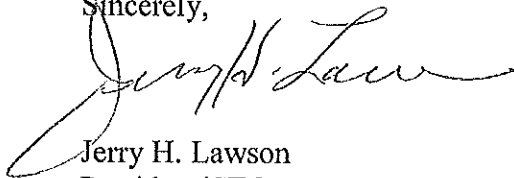
Ms. Lee Ann Liska
President & CEO
University of Cincinnati Medical Center
234 Goodman Street
Cincinnati, Ohio 45219

Dear Ms. Liska,

As President and CEO of Planned Parenthood Southwest Ohio Region (PPSWO), I am writing to you to request University of Cincinnati Medical Center enter into an agreement with PPSWO for the transfer of our surgery patients to University of Cincinnati Medical Center. 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 University of Cincinnati Medical Center would like to discuss entering a written transfer agreement with PPSWO, please contact me at your earliest convenience.

Sincerely,



Jerry H. Lawson
President/CEO
Planned Parenthood Southwest Ohio Region
2314 Auburn Avenue, Cincinnati, Ohio 45219
P: 513.824.7804
F: 513.824.7805
jlawson@ppswo.org

JHL/pp

Enc.

BACK-UP PHYSICIAN SERVICES AGREEMENT


This Back-Up Physician Services Agreement ("Agreement") is effective as of May 1, 2015 ("Effective Date"), by and between Planned Parenthood of Southwest Ohio, an Ohio nonprofit corporation, ("PPSWO") and Tari S. Anderson, M.D. (Dr. Anderson).

1. Dr. Anderson agrees she 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. Anderson agrees to be a back-up physician for PPSWO. She 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 she is temporarily unavailable she will insure that coverage is provided by the other physicians who provide coverage for Dr. Anderson in her medical practice or other physicians who are serving as back-up physicians for PPSWO.
3. Dr. Anderson 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. Anderson verifies that:
 - a. she has told PPSWO that her specialty is Obstetrics and Gynecology;
 - b. her telephone numbers are:
 - _____ (office)
 - _____ (cell)
 - _____ (home);
 - c. she has informed The Christ Hospital that she 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. Anderson agrees she is licensed to practice medicine in Ohio and will alert PPSWO within 24 hours if her active status to practice medicine in Ohio changes.
6. Dr. Anderson agrees that no disciplinary actions have been taken against her and that there are no complaints under review by the Ohio State Medical Board for violation of R.C. 4731.22. Dr. Anderson agrees to alert PPSWO within 24 hours if an action is taken against her by the Ohio State Medical Board.

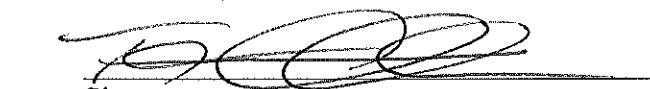
7. Dr. Anderson agrees she is credentialed with admitting privileges in Obstetrics and Gynecology without restrictions at The Christ Hospital in Cincinnati, Ohio and will arrange patient admission and care for each patient needing medical services according to each patient's need.
8. Dr. Anderson agrees 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. Anderson 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. Anderson agrees to maintain a list of physicians outside her area of specialty to consult with or refer to or to use The Christ Hospital's on-call for consulting/referral physicians outside her area of specialty/expertise.
11. PPSWO agrees to provide Dr. Anderson 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.

Tari S. Anderson, M.D.


Signature

Planned Parenthood of Southwest Ohio


Signature
Name: Jerry H. Lawson
Title: President/ CEO



Identification Information		(back)
Name	Dr. TARI SUZANNE ANDERSON Birth Date: 6/1962 Birth Place: WAHIAWA, HI Birth Country:	
Practice	5777 Kellogg Avenue Cincinnati, OH 45230 United States of America	
Residence	New Richmond, OH 45157 County: Clermont	
Professional Education	School: 036070-Wright State University School of Medicine Graduated: 06/11/88	

License and Registration Information				
Credential	License Type	Initial Licensure Date	Expiration Date	Status
35.058827	Doctor of Medicine	09/15/1989	07/01/2015	ACTIVE IN RENEWAL
Specialties				
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
No formal action exists.

The above is an accurate representation of information currently maintained by the State Medical Board of Ohio as of 4/14/2015. 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.



The
Christ Hospital

The Christ Hospital Health Network

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

April 14, 2015

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: Tari S. Anderson, MD
Department: Women's Health Service Line
Staff Category: Active
Privilege: Clinical Privileges
Date: 4/1/2005 - Present
Prior Date: *No Date on File*

This letter will serve as confirmation that **Tari S. Anderson, 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,

Jeni George, CPCS
Manager, Medical Staff Services

Payton, Phyliss

Subject: FW: Revised transfer agreement

From: asgard@fuse.net [mailto:asgard@fuse.net]

Sent: Friday, May 01, 2015 7:58 PM

To: Mike Keating

Cc: Lawson, Jerry

Subject: Revised transfer agreement

Gentlemen,

This note is 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, Dr. David Schwartz and Kate Hewitt would serve as alternates for staff coverage. Thank you for your attention to this matter.

Tari Anderson, MD

Exhibit A

BACK-UP PHYSICIAN SERVICES AGREEMENT

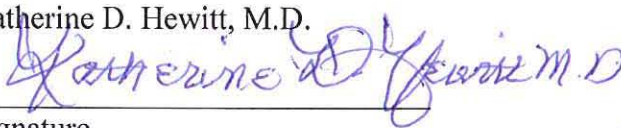
This Back-Up Physician Services Agreement ("Agreement") is effective as of May 1, 2015 ("Effective Date"), by and between Planned Parenthood of Southwest Ohio, an Ohio nonprofit corporation, ("PPSWO") and Katherine D. Hewitt, M.D. (Dr. Hewitt).

1. Dr. Hewitt agrees she 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. Hewitt agrees to be a back-up physician for PPSWO. She 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 she is temporarily unavailable she will insure that coverage is provided by the other physicians who provide coverage for Dr. Hewitt in her medical practice or other physicians who are serving as back-up physicians for PPSWO.
3. Dr. Hewitt 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 fifteen minutes by car.
4. Dr. Hewitt verifies that:
 - a. she has told PPSWO that her specialty is Obstetrics and Gynecology;
 - b. her telephone numbers are:
 - (513) ___ (office)
 - (513) ___ (cell)
 - (513) ___ (home);
 - c. she has informed The Christ Hospital that she 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. Hewitt agrees she is licensed to practice medicine in Ohio and will alert PPSWO within 24 hours if her active status to practice medicine in Ohio changes.
6. Dr. Hewitt agrees that no disciplinary actions have been taken against her and that there are no complaints under review by the Ohio State Medical Board for violation of R.C. 4731.22. Dr. Hewitt agrees to alert PPSWO within 24 hours if an action is taken against her by the Ohio State Medical Board.

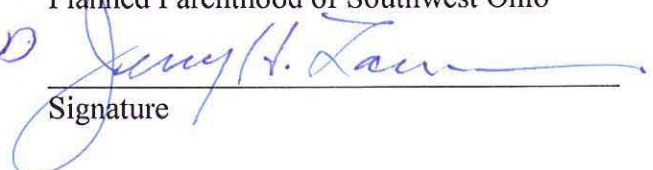
7. Dr. Hewitt agrees she is credentialed with admitting privileges in ~~Obstetrics and~~ Gynecology without restrictions at The Christ Hospital in Cincinnati, Ohio and will arrange patient admission and care for each patient needing medical services according to each patient's need. KH
4/28/15
8. Dr. Hewitt 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. Hewitt 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. Hewitt agrees to maintain a list of physicians outside her area of specialty to consult with or refer to or to use The Christ Hospital's on-call for consulting/referral physicians outside her area of specialty/expertise.
11. PPSWO agrees to provide Dr. Hewitt 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.

Katherine D. Hewitt, M.D.


Signature

Planned Parenthood of Southwest Ohio


Signature

Name: Jerry H. Lawson

Title: President/CEO



Identification Information		[back]
Name	Dr. KATHERINE DENISE HEWITT Birth Date: 9/1954 Birth Place: SPRINGFIELD, OH Birth Country:	
Practice	5777 Kellogg Avenue Cincinnati, OH 45230 United States of America	
Residence	Cincinnati, OH 45230 County: Hamilton	
Professional Education	School: 036050-Ohio State University College of Medicine and Public Graduated: 06/12/81	

License and Registration Information				
Credential	License Type	Initial Licensure Date	Expiration Date	Status
35.048288	Doctor of Medicine	11/16/1982	10/01/2016	ACTIVE
Specialties				
GYNECOLOGY				
<p>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.</p>				

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 4/14/2015. 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.



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

April 14, 2015

Confirmation of Medical Staff Membership and/or Clinical Privileges

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

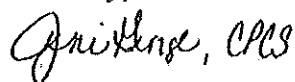
Name: Katherine D. Hewitt, MD
Department: Women's Health Service Line
Staff Category: Active
Privilege: Clinical Privileges
Date: 12/17/1997 - Present
Prior Date: *No Date on File*

This letter will serve as confirmation that **Katherine D. Hewitt, 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,



Jeni George, CPCS
Manager, Medical Staff Services

Payton, Phyliss

Subject: FW: planned parenthood coverage

-----Original Message-----

From: [craw10s1 <craw10s1@netscape.net>](mailto:craw10s1@netscape.net)
To: [mike.keating <mike.keating@thechristhospital.com>](mailto:mike.keating@thechristhospital.com)
Sent: Wed, May 6, 2015 11:51 am
Subject: Fwd: planned parenthood coverage

Gentleman,

This note is to inform you that I have agreed to provide emergency back up coverage to Planned Parenthood of Southwest Ohio. The arrangement includes 24/7 emergency care for any services that Planned Parenthood is unable to provide potentially requiring hospitalization of patients at Christ Hospital under my supervision. If I am unavailable, Dr. David Schwarz and Dr. Tari Anderson would serve as alternates for staff coverage. Thank you for your attention to this matter.

Kate Hewitt MD

BACK-UP PHYSICIAN SERVICES AGREEMENT

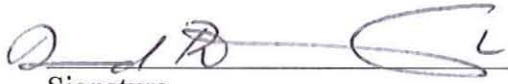
This Back-Up Physician Services Agreement ("Agreement") is effective as of May 1, 2015 ("Effective Date"), by and between Planned Parenthood of Southwest Ohio, an Ohio nonprofit corporation, ("PPSWO") and David B. Schwartz, M.D. (Dr. Schwartz).

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 or other physicians who are serving as back-up physicians for PPSWO.
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:
 - (513) ___ (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 there are no complaints 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.

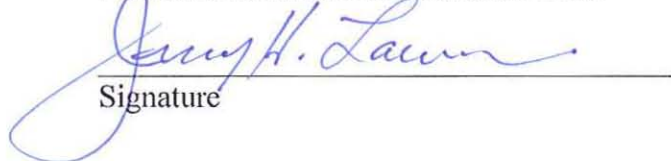
7. Dr. Schwartz agrees he is credentialed with admitting privileges in Obstetrics and Gynecology without restrictions at The Christ Hospital in Cincinnati, Ohio and will arrange patient admission and care for each patient needing medical services according to each patient's need.
8. Dr. Schwartz agrees 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.


Signature

Planned Parenthood of Southwest Ohio


Signature

Name: Jerry H. Lawson

Title: President/ CEO



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 United States of America	
Residence	CINCINNATI, OH 45202 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	01/01/2016	ACTIVE
Specialties				
OBSTETRICS & GYNECOLOGY				
Specially 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.				

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 4/14/2015. 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.



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

April 14, 2015

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 Service Line
Staff Category: Active
Privilege: Clinical Privileges
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,

Jeni George, CPCS
Manager, Medical Staff Services

Payton, Phyliss

Subject: FW: Planned Parenthood of Southwestern Ohio Back-up Agreement

From: DBDoc8@aol.com [mailto:DBDoc8@aol.com]

Sent: Monday, April 27, 2015 2:51 PM

To: mike.keating@thechristhospital.com

Cc: Lawson, Jerry

Subject: Planned Parenthood of Southwestern Ohio Back-up Agreement

I was asked to inform you that I have agreed to be a back-up physician for Planned Parenthood of Southwestern 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 the 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 Drs Kate Hewitt and Tara Anderson. Thank you.

David B. Schwartz M.D. FACOG

dbdoc8@aol.com

cincinnati-obgyn.com

This message contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this email. Please notify the sender immediately by email if you have received this email by mistake and delete this email from your system. Email transmission cannot be guaranteed to be secure or error-free, as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender, therefore, does not accept liability for any errors or omissions in the contents of this message which arises as a result of email transmission. If verification is required, please request a hard-copy version

Exhibit A

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 May 07, 2015).

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. Anderson's travel time from her office to The Christ Hospital is 18 minutes by car. Dr. Hewitt's travel time from her 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 surgical chart, and the PPSWO transfer form to the hospital. A copy of other relevant medical records that are readily available will be transmitted in full with the patient.

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.