

Illinois Department of Public Health

<b>STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION</b>	(X1) LICENSE NUMBER	SURVEYOR ID	(X3) DATE SURVEY COMPLETED
	7003195	26336, 32189	3/23/18

NAME OF FACILITY Whole Women's Health of Peoria, LLC	STREET ADDRESS, CITY, STATE, ZIP CODE 7405 N University, Suite D, Peoria, Illinois 61614
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T00D	<p>A Licensure survey was conducted 3/22/18 thru 3/23/18. The Facility was not in compliance with the requirements for  <b>Title 77: Public Health</b>  <b>Chapter 1: Department of Public Health</b>  <b>Subchapter b: Hospital and Ambulatory Care Facilities</b>  <b>Part 205 Ambulatory Surgical Treatment Center Licensing Requirements</b>                      as evidenced by:</p> <p>Abbreviations:                      ACLS- advanced cardiac life support                      AED- automated external defibrillator                      ASI- active status indicator                      CV- curriculum vitae                      DOH- date of hire                      DOS- date of service                      E- employee                      FPPE- Focused Professional Practice Evaluation                      IV- intravenous                      LPN- Licensed Practical Nurse                      MD- Medical Director                      mcg- microgram(s)                      mg- milligram(s)                      ml- milliliter(s)                      POC- products of conception                      Pt(s)- patient(s)                      QAI- Quality Assessment and Quality Improvement                      RN- Registered Nurse                      V- volt</p>			

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T012	<p>205.230 a) 1-3 The owner or manager of the ambulatory surgical treatment center shall maintain proper standards of professional work in the facility.</p> <p>a) A qualified consulting committee shall be appointed in writing by the management or owner of the ambulatory surgical treatment center and shall establish and enforce standards for professional work in the facility and standards of competency for physicians...</p> <p>2) The qualified consulting committee shall review the... procedures for granting privileges, and the quality of the surgical procedures performed. The reviews shall be documented in the minutes. This Regulation is not met as evidence by:</p> <p>Based on document review and interview, it was determined for 3 of 3 (MD#1, MD#2, and MD#3) physicians providing medical and surgical pregnancy terminations, the Facility failed to ensure its credentialing procedure was implemented, monitored, and maintained. This has the potential to affect all patients serviced by the Facility, currently a monthly average of approximately 44 Medical termination and 44 Surgical termination patients.</p> <p>Findings include:</p> <p>1. The Facility policy titled "Credentialing Committee" (updated 8/24/16) was reviewed on 3/22/18. The policy stated "All physicians seeking practice privileges... will be reviewed by the credentialing committee... Is led by the Medical Director... All physicians with admitting privileges at (the Facility) will undergo peer review on an annual basis."</p> <p>2. The QA/QI Program (also the Facility qualified consulting committee) was reviewed on 3/22/18 through 3/23/18. The program lacked any credentialing information for granting privileges and monitoring the quality of the medical and surgical procedures performed.</p>	T012	<p>The Leadership Team and the Credentialing Committee of Whole Woman's Health of Peoria is responsible for the operation of the facility, including its compliance with Illinois State regulations. Please see the specific plan of correction for each deficiency under the appropriate tag below.</p> <p>The Clinic Manager and the Medical Director of Whole Woman's Health of Peoria are responsible for ensuring the implementation of this plan of correction.</p> <p>1. During its May 30, 2018 meeting, the Credentialing Committee reviewed our internal policy for conducting peer reviews. The Committee has established that by June 15, 2018, the Medical Advisory Board of Whole Woman's Health, LLC will lead a peer review focusing on Whole Woman's Health of Peoria's providers. Whole Woman's Health LLC is contracted to serve as the management company of Whole Woman's Health of Peoria. The peer review will focus on 5% of each providers' Q1 2018 surgical and medical abortion procedures.</p> <p>Furthermore, at such time a new provider is hired at the facility it is the task of the credentialing committee to ensure that each provider has a peer review conducted on an annual basis and documentation maintained in their personnel file. The meeting minutes reflect that the credentialing committee calendar has noted that MD #1 next review is due in Q2 of 2019. As for future annual peer reviews for MD # 2 and MD #3, their tenure with Whole Woman's Health of Peoria concluded at the end of April 2018. The Credentialing Committee of Whole Woman's Health of Peoria will not schedule further peer reviews after the completion of the June 2018 review.</p>	May 31, 2018

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T012	<p>205.230 a) 1-3 (continued):</p> <p>3. An interview was conducted with the Clinic Manager (E#1) on 3/23/18 at approximately 10:00 AM. E#1 reviewed the Credentialing Committee policy and the QA/QI Program. E#1 stated "We don't have a Credentialing Committee and we haven't done any privileges for the physicians (MD#1, #2, and #3)" and verbally agreed the QA/QI Program lacked any credentialing information for granting privileges and monitoring the quality of the medical and surgical procedures performed. E#1 stated "We thought that if they (the physician) were privileged at a Hospital that we did not need to do it (privileges) for here."</p>	T012	<p>2. The Whole Woman's Health of Peoria's credentialing Committee has established processes and procedures to ensure providers are granted clinical privileges before the provider starts their clinical activities at the facility. Whole Woman's Health of Peoria's credentialing process has existed since 2015 and is centralized in our corporate headquarters. Our established practice for credentialing a provider involves the following procedures: validation of the provider's current medical licensure including DEA, authentication of work history and current work status, appraisal of medical certification and evaluation of current hospital privileges. Additionally, Whole Woman's Health's attorney conducts extensive criminal background checks before a provider is submitted to the Credentialing Committee for approval and privileging. Our credentialing process is documented on our MD File Checklist. Furthermore, the WWH of Peoria Credentialing Committee, along with Whole Woman's Health's Human Resources department, has established procedures for credentialing documentation for a prospective provider. The procedures will allow the Committee to approve and grant privileges prior to the start of a new provider's clinical activities.</p> <p>At its May 30TH, 2018 meeting the Whole Woman's Health of Peoria Credentialing Committee reviewed the Credentialing folders for the following staff providers:</p> <p>MD#1 was originally granted privileges at Whole Woman's Health of Peoria's facility on June 18, 2015. (See attachment) His credentialing folder includes copies of his CV, current medical and DEA license, malpractice insurance and a Delineation of Privileges.</p> <p>MD#2 was originally granted privileges at Whole Woman's Health of Peoria's facility on September 12, 2017. (See attachment) Her credentialing folder includes copies of her CV, current medical and DEA license, malpractice insurance and a Delineation of Privileges.</p> <p>MD#3 was originally granted privileges at Whole Woman's Health of Peoria's facility on January 22, 2018. (See attachment) His credentialing folder includes copies of his CV, current medical and DEA license, malpractice insurance and a Delineation of Privileges.</p>	May 31, 2018

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T013	<p>205.230 a) 4-6</p> <p>4) Physicians seeking practice privileges at the facility shall provide their credentials. The credentials committee shall periodically reappraise and review physician credentials and shall identify and record specific practice privileges pursuant to the Health Care Professional Credentials Data Collection Code. A record of accepted practice privileges shall be available for facility staff use and for public information within the facility.</p> <p>This Regulation is not met as evidence by:</p> <p>Based on document review and interview, it was determined for 3 of 3 (MD#1, MD#2 and MD#3) physicians who provide medical and surgical terminations at the Facility, the Facility failed to ensure credentials were reviewed by the Credentialing Committee and specific practice privileges were identified and recorded. This has the potential to affect all patients serviced by the Facility, currently a monthly average of approximately 44 Medical termination and 44 Surgical termination patients.</p> <p>Findings include:</p> <p>1. The policy titled "Credentialing Committee" (updated 8/24/16) was reviewed on 3/23/18. The policy required "All physicians seeking privileges... will be reviewed by the credentialing committee... When a physician applies for privileges ... the following will be noted and placed in the physician's file; 1. CV (Curriculum Vitae- a short account of one's career and qualifications prepared by an applicant for a position) 2. Current MD License 3. State Hospital affiliation 4. Malpractice coverage 5. ACLS Certification 6. Delineation of Privileges 7. Letter granting privileges... All Physicians... will undergo peer review on an annual basis."</p> <p>2. The QA/QI meeting minutes dated 12/2015 through 12/2017 were reviewed on 3/22/18. The minutes lacked documentation the physician's credentials were reviewed upon application. The meeting minutes lacked documentation a peer review had been conducted annually for MD#1.</p>	T013	<p>1. Whole Woman's Health of Peoria did comply with this requirement however the documents were stored at Whole Woman's Health Corporate headquarters. During its May 30, 2018 meeting, the Credentialing Committee reviewed our internal policies and procedures regarding the credentialing and recertification of providers. As outlined in the procedures, on an annual basis, the Committee will review each providers personnel file to update and verify their credentialing documents. This documentation includes medical licensure, medical certification and privileging documents. Also, during the time of a provider's recertification, the Committee will perform a clinical review of a portion their surgical and medication charts.</p> <p>2. In the attached documents, Whole Woman's Health of Peoria has included copies of MD#1, MD#2, and MD #3's credentialing documentation not made available to the surveyor during the onsite audit. The materials were stored off site at the time of the audit.</p> <p>MD #2 MD # 2's tenure with Whole Woman's Health concluded at the end of April 2018. However, Whole Woman's Health of Peoria has reached out MD # 2's to request documentation of granted privileges from the outlying hospital.</p> <p>MD #3 MD # 3 tenure with Whole Woman's Health concluded at the end of April 2018. However, Whole Woman's Health of Peoria has reached out MD # 3 to request documentation of grated privileges from the outlying hospital.</p>	May 30, 2018
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T013	<p>205.230 a) 4-6 (continued)</p> <p>3. The Physician files were reviewed on 3/22/18. The physician files lacked the following documentation:</p> <p>a) MD#1 DOH: 6/18/15</p> <p>(1) no Delineation of Privileges and no annual peer review.</p> <p>(2) The "Independent Contractor Agreement Medical Director/Consultant" with effective date of June 1, 2017 lacked the President's signature and lacked the printed name, address, and email address and did not indicate any privileges.</p> <p>b) MD#2 DOH: 6/ 28/17</p> <p>(1) No CV, no Delineation of Privileges, and no letter granting privileges.</p> <p>(2) There was a signature sheet, dated effective 9/20/17, which lacked what the "Agreement" was.</p> <p>(3) The outlying Hospital privilege letter, dated 9/9/16, stated privileges were approved effective 9/9/16 and "will be on Focused Professional Practice Evaluation (FPPE) for 6-months. This process is implemented for all initially requested privileges." The letter did not state what the approved privileges were and there was no documentation to indicate whether MD#2's privileges were continued after the 6-month FPPE at the outlying Hospital.</p> <p>c) MD#3 DOH: 1/17/18</p> <p>(1) No CV, no Delineation of Privileges, and no letter granting privileges.</p> <p>(2) There was no "Agreement".</p> <p>(3) The outlying Hospital privilege letter, dated 11/24/17, stated the Hospital "has approved your reappointment application". The letter did not state what the approved privileges were.</p> <p>4. During an interview throughout 3/23/18, E#1 verbally agreed the credentials for MD#1, MD#2, and MD#3 had not been reviewed by the QA/QI committee, there was no Credentialing Committee, there were no CVs for MDs #2 and #3, there were no delineation of specific privileges and no letters granting privileges for all three physicians, the "Agreement" for MD#1 was incomplete, the signature sheet lacked an "Agreement" for MD#2, and there was no "Agreement" for MD#3.</p>			

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T014	<p>205.230 b)1-3</p> <p>b) A qualified physician shall be designated as the medical director.</p> <p>1) The medical director shall secure compliance with the policies and procedures pertaining to medical and surgical procedures, approved by the qualified consulting committee.</p> <p>2) The medical director shall implement medical policies and procedures contained in the facility's policies and procedures manual (Section 205.240) governing the professional personnel involved directly in the care of patients undergoing surgical procedures, including their preoperative and postoperative care and follow-up.</p> <p>3) The medical director shall establish and secure compliance with standards for patient observation by nursing personnel during the postoperative period.</p> <p>This Regulation is not met as evidence by:</p> <p>Based on document review and interview, it was determined the Facility failed to ensure the Medical Director "Agreement" was completed. This has the potential to affect all patients serviced by the Facility, currently a monthly average of approximately 44 Medical termination and 44 Surgical termination patients.</p> <p>Findings include:</p> <p>1. The "Independent Contractor Agreement Medical Director/Consultant" with MD#1, effective date of June 1, 2017, was reviewed on 3/23/18. The "President" signature was blank. The "Print the Name of the Physician... Address... Email..." were blank.</p> <p>2. An interview was conducted with the Clinic Manager (E#1) on 3/23/18 at approximately 12:00 PM. E#1 reviewed MD#1's Medical Director agreement and verbally agreed it lacked the President's signature and MD#1's printed name, address, and email address and that all of these items were suppose to be present and were not.</p>	T014	In the attached documents, Whole Woman's Health of Peoria has included a copy of the Medical Director's Agreement. The signed document was housed at Whole Woman's Health's head quarter's office.	

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T022	<p>205.330 a) &amp; b) a) At least one registered professional nurse with postgraduate education or experience in surgical nursing shall direct and supervise the nursing personnel and the nursing care of patients and shall be on duty at all times on the premises when patients are present... This Regulation is not met as evidence by:</p> <p>Based on interview, observation, and interview, It was determined the Facility failed to ensure a RN was on duty at all times on the premises when patients were present. This has the potential to affect all patients serviced by the Facility, currently a monthly average of approximately 44 Medical termination and 44 Surgical termination patients.</p> <p>Findings include:</p> <p>1. An interview was conducted with the Clinic Manager (E#1- LPN) on 3/22/18 at approximately 10:30 AM. E#1 stated the following: a. E#1(LPN) is the only full-time employee. b. Staff included 2 RNs, 1 LPN, and 6 Patient Advocates (direct care, unlicensed) c. Facility is open 6 days per week, Monday thru Saturday 9:00 AM and 5:00 PM; exception Wednesdays: 8:00 AM to 5:00 PM. (1) Monday and Friday- LPN only- patients that walk in with questions, if treatment requested (Medical termination), calls in a second person (Patient Advocate). (2) Tuesday and Thursday- LPN and two Patient Advocates: Telemedicine for Medical Terminations. (3) Wednesday- All staff- 2 RNs, LPN, and 6 Patient Advocates: Surgical and Medical terminations.</p> <p>2. During observations conducted throughout 3/22/18, the Clinic Manager (E#1) and the Patient Advocate (E#2) were observed providing care to patients requesting medical pregnancy terminations. There was no RN on duty and on the premises while the patients were present.</p>	T022	<p>Whole Woman's Health of Peoria has always had an RN present onsite during procedural abortions and has added RN staff to the schedule for non-procedural visits as well.</p>	May 31, 2018

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T022	205.330 a) & b) (continued)  3. The staffing schedules for October 2017 thru March 2018 were reviewed on 3/22/18 and concurred with E#1's interview that no RN on duty at all times on the premises when patients are present. "We only have RNs here on surgical days or if I need extra help some times."			

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T025	<p>205.410 a) Equipment shall be in good working order and shall be available in numbers sufficient to provide quality patient care based on the types of procedures to be performed in the facility.</p> <p>a) Monitoring equipment, suction apparatus, oxygen and related items shall be available within the surgical and postoperative recovery areas. Cardiac and pulmonary resuscitation equipment shall be available in all facilities. This Regulation is not met as evidence by:</p> <p>Based on observation, document review, and interview, it was determined the Facility failed to ensure patient care equipment was maintained and available for patient use. This has the potential to affect all patients serviced by the Facility, currently a monthly average of approximately 44 Medical termination and 44 Surgical termination patients.</p> <p>Findings include:</p> <ol style="list-style-type: none"> <li>1. During an observational tour on 3/22/18 at approximately 12:00 PM, the AED was observed to be available for patient use, was observed to be non-operational, and was unable to be powered on. The battery was observed to be in a separate case next to the AED case.</li> <li>2. The "Defibtech DDU-120 Fully Automatic External Defibrillator User Manual" was reviewed during the tour. The Manual stated on page 29-30 "5.1 Self-Tests... The unit also automatically performs daily, weekly... Self-Tests as long as a non-depleted 9V battery is present... 5.2 Routine Maintenance... daily... Check that Active Status Indicator (ASI) is flashing green... 5.2.1 Checking Active Status Indicator... If it is flashing red or not flashing at all, the AED needs attention..."</li> </ol>	T025	Under the supervision of the Medical Director, the Clinic Manager will be responsible for ensuring all equipment is in good working order and monitored per factory manual. On March 28, 2018, an in-service was conducted with all staff to review the maintenance protocol. A daily AED testing log was also implemented, and staff were trained on its use. The Clinic Manager will review the log weekly to ensure compliance. See attached documentation.	3/28/2018

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T025	205.410 a) (continued)  3. An interview was conducted with the Clinic Manager (E#1) during the tour. E#1 reviewed the AED Manual and stated the AED was checked monthly during the crash cart check and was unaware of the daily checks to ensure the automated self check was successfully completed and operational. E#1 verbally agreed the AED was available for patient use; non-operational, and daily checks had not been conducted for functionality and should have been.			

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T026	<p>205.410 b) 1-3</p> <p>b) The facility shall have written policies and procedures and shall maintain documentation governing the care, use, decontamination, sterilization, storage and disposal of all materials to ensure that an adequate supply of sterile equipment, instruments and supplies is available for each procedure...</p> <p>1) Staff orientation and in-service training to understand and implement facility policies and procedures for infection control, and to adhere to manufacturer's instructions for receiving, decontaminating, cleaning, preparing, sterilizing and high-level disinfection, handling, storage and quality control of equipment, supplies and instruments...</p> <p>This Regulation is not met as evidence by:</p> <p>Based on observation, document review, and interview, it was determined the Facility failed to ensure patient care equipment was appropriately sterilized prior to patient use. This has the potential to affect all patients serviced by the Facility, currently a monthly average of approximately 44 Medical termination and 44 Surgical termination patients.</p> <p>Findings include:</p> <p>1. An observational tour of the sterilization area was conducted on 3/22/18 at approximately 11:15 AM. A Pelton Crane autoclave and a Tuttnauer autoclave were observed present and available for use.</p> <p>2. The following documents were reviewed during the tour:</p> <p>a. The Biological Monitoring test reports, dated 4/1/17 to 6/30/17, noted a failed biological test on 5/5/17, on 5/11/17, and on 5/18/17 for the Pelton Crane autoclave.</p> <p>b. The Autoclave Load Log noted the Pelton Crane autoclave was utilized for instrument sterilization on 5/5/17, 5/10/17, 5/11/17, 5/18/17, 5/24/17, and 5/25/17, after the biological indicator tests had failed. The log lacked documentation the instruments potentially not sterilized in the Pelton autoclave during the 5/5/17 through 5/25/17 period were removed from services and/or were reprocessed in the appropriately functioning Tuttnauer autoclave. The log documentation of the</p>	1026	<p>The Medical Director reviewed the charts of the 40 surgical abortion patients seen between 4/1/2017 and 6/30/2017. According to the patients' medical charts and the facility's complication log, the facility did not receive any reports of patient complication. Additionally, of the 40 surgical abortion seen during this period, three returned for a follow-up exam. During the follow-up visit, complications from the procedure were not found.</p> <p>Under the direction of the Medical Director, the clinical team and the Clinic manager is responsible for ensuring the proper disinfection, sterilization, decontamination, and storage of sterile equipment. The Clinic Manager held an in-service to review Whole Woman's Health of Peoria policies and procedures for sterilizing instruments. Specifically, the Clinic Manager reviewed Whole Woman's Health's spore testing procedure and the maintenance instruction from the autoclave manual. Documentation of service for the machine is attached. Documentation of in-service training attached</p>	May 10 2018
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<b>STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION</b>	(X1) LICENSE NUMBER 7003195	SURVEYOR ID 26336, 32189	(X3) DATE SURVEY COMPLETED 3/23/18
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NAME OF FACILITY Whole Women's Health of Peoria, LLC	STREET ADDRESS, CITY, STATE, ZIP CODE 7405 N University, Suite D, Peoria, Illinois 61614
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T026	<p>205.410 b) 1-3 (continued)</p> <p>temperatures and pressures from 3/24/17 through 5/25/17 were reviewed to have no significant variance.</p> <p>c. The POC (Product of Conception) Log noted that between 5/10/17 and 5/25/17, forty patients underwent a surgical pregnancy termination and therefore were potentially exposed to non-sterilized instruments.</p> <p>3. The policy titled "Decontamination, Disinfection, Sterilization, and Storage of Sterile Supplies" (updated 8/25/16) was reviewed on 3/22/18. The policy stated "Biological Indicators... A. These indicators will be included in one run each day of use per sterilizer... C. If a test is positive, the sterilizer will immediately be taken out of service and will not be put back into service until it has been serviced and successfully tested."</p> <p>4. During an interview on 3/22/18 at approximately 11:40 AM, E#3 (Patient Advocate/ Sterilization) stated the "Maintenance Man came to check the autoclave when the tests failed. (Maintenance man) said the (Pelton) autoclave's temperature dial had been accidentally lowered and the autoclave didn't reach the required temperature. That's why the biological test failed."</p> <p>5. During an interview on 3/23/18 at approximately 3:00 PM, E#1 stated "I thought the autoclave had been taken out of service and all the instruments were reprocessed." E#1 reviewed the logs and verbally agreed the Pelton autoclave had been utilized to sterilize equipment during the timeframe of the failed biological tests and shouldn't have been. E#1 verbally agreed the log didn't note an increased utilization or number of load contents sterilized in the Tuttnauer autoclave to indicate potentially contaminated equipment were pulled from service and resterilized.</p>			

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T028	<p>205.410 d) d) The facility shall have written procedures to assure the safety in storage and use of all narcotics and medications in accordance with State and federal law. This Regulation is not met as evidence by:</p> <p>A. Based on observation, document review, and interview, it was determined the Facility failed to ensure its policy on multidose vials was followed to prevent the potential for cross contamination. This has the potential to affect all patients serviced by the Facility, currently a monthly average of approximately 44 Medical termination and 44 Surgical termination patients.</p> <p>Findings include:</p> <p>1. An observational tour of the medication storage area was conducted on 3/22/18 at approximately 12:10 PM with the Clinic Manager (E#1). The following were observed in the medication cabinet: One open 0.5 mg/5 ml vial of Flumazenil dated as opened 2/10/18 and no date as to when to dispose of it; one open Flumazenil 0.5 mg/5 ml, dated as opened 1/17/18 and labeled "Do not use after 10/2018 (the manufacturer expiration date on the vial)"; and one open Midazolam 50 mg/10 ml with no date as to when opened.</p> <p>2. The Facility policy titled "Medication Therapy Practices" (reviewed 9/2015) was reviewed on 3/22/18 at approximately 2:00 PM. The policy stated "4) When a multi dose vial is opened the staff drawing the medication will document the open date, expiration date (28 days from the open date) and initials."</p> <p>3. An interview was conducted with E#1 during the tour. E#1 observed the one open vial with no date as to when opened and the two open vials, opened greater than 28 days, available for patient use. E#1 stated "I thought we could use them (the open vials) until the expiration date (manufacturer expiration date). I didn't realize the policy said 28 days (after opened)."</p>	T028	<p>Whole Woman's Health of Peoria has established policies and procedures for medication storage and administration. The Medical Director and the Clinic Manager are responsible for ensuring that the nursing staff follow Whole Woman's Health's Medication Therapy Practices. On May 16th, 2018, the Clinic Manager conducted an in-service training to review the Medication Therapy Practices policy. The training focused on medication storage and labeling, management of expired medications and proper techniques for drawing up IV medications. On a weekly basis, the clinic manager will audit the facility's medication storage for compliance.</p>	May 16, 2018

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T028	<p>205.410 d) d) The facility shall have written procedures to assure the safety in storage and use of all narcotics and medications in accordance with State and federal law. This Regulation is not met as evidence by:</p> <p>B. Based on observation and interview, it was determined the Facility failed to ensure syringes were stored to prevent the potential for cross-contamination. This has the potential to affect all patients serviced by the Facility, currently a monthly average of approximately 44 Medical termination and 44 Surgical termination patients.</p> <p>Findings include:</p> <p>1. An observational tour of the medication storage area was conducted on 3/22/18 at approximately 12:10 PM with the Clinic Manager (E#1). A locked box with injectable medications was observed in the medication cabinet with six open, unpackaged three milliliter syringes with needles attached.</p> <p>2. An interview was conducted with E#1 during the tour. E#1 observed the six open, unpackaged three milliliter syringes with needles attached and stated "We open them (take them out of their individual plastic packages) and put them in the box so they are ready to be used. I didn't know we couldn't do that." E#1 verbally agreed there was no way to determine whether the syringes had been used or not.</p>			

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T044	<p>205.530 a) a) Surgical procedures shall be performed only by a qualified physician, dentist or podiatrist within the limits of the defined specific surgical practice privileges that have been granted to that individual by the consulting committee or a committee designated by the consulting committee. This Regulation is not met as evidence by:</p> <p>Based on document review and interview, it was determined for 3 of 3 (MDs #1, #2, and #3) physicians, who perform surgical terminations, the Facility failed to ensure surgical procedures were by qualified physicians within the defined specific surgical practice privileges that have been granted to that individual by the committee designated by the consulting committee. This has the potential to affect all patients undergoing a surgical pregnancy termination by the Facility, currently approximately 44 patients monthly.</p> <p>Findings Include:</p> <ol style="list-style-type: none"> <li>The surgical termination statistics for MDs #1, #2, and #3 were reviewed on 3/23/18 at approximately 11:00 AM. The statistics stated the following average of surgical pregnancy terminations per MD:                     <ol style="list-style-type: none"> <li>MD#1: Between 10/2017 thru 3/23/2018- a monthly average of approximately 40 per month.</li> <li>MD#2: Between 9/2017 thru 2/2018 (has not worked in March)- a monthly average of approximately 9 per month.</li> <li>MD#3: Between 1/2018 and 2/2018 (has not worked in March)- a monthly average of approximately 11 per month.</li> </ol> </li> <li>See citation at T012.</li> <li>See citation at T013.</li> </ol>	T044	In the attached documents, Whole Woman's Health of Peoria has included a copy of the privileging documentation for MD #1, MD #2, and MD #3. The signed document was housed at Whole Woman's Health's head quarter's office.	May 30, 2018

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T045	<p>205.530 b) 2 A-D</p> <p>2) Anesthesia may be administered only by the following persons, each having been granted specific anesthesia privileges by the consulting committee or a committee designated by the consulting committee...</p> <p>B) A physician licensed to practice medicine in all its branches.</p> <p>This Regulation is not met as evidence by:</p> <p>Based on document review and interview, it was determined for 3 of 3 (MD#1, MD#2, and MD#3) Physicians who administer and/or supervise IV conscious sedation, the Facility failed to ensure IV conscious sedation was administered and/or supervised only by physicians who had been granted specific privileges for IV conscious sedation. This was evident in 3 of 3 (Pt #6, Pt#7, and Pt#8) patients who underwent surgical pregnancy terminations and has the potential to affect all surgical patients serviced by the Facility, currently a monthly average of approximately 44 surgical pregnancy termination patients.</p> <p>Findings include:</p> <p>1. The policy titled "Protocol for Conscious IV (Intravenous) Sedation" (reviewed on 2/2012) was reviewed on 3/23/18. The policy stated "Monitoring of IV conscious sedation is done by the doctor prior to the start of the procedure, during the procedure, and at the end of the procedure."</p> <p>2. The QA/QI Meeting Minutes, dated 12/2015 through 12/2017, were reviewed on 3/22/18. The Minutes lacked documentation that anesthesia (IV conscious sedation) privileges had been granted to MD#1, MD#2 or MD#3.</p> <p>3. Three of three (MD#1, MD#2, and MD#3) Physician files reviewed on 3/22/18 lacked documentation that anesthesia (conscious sedation) privileges were requested and/or approved.</p>	T046	In the attached documents, Whole Woman's Health of Peoria has included a copy of the privileging documentation for MD #1, MD #2, and MD #3. The signed document existed at the time of the survey. However, it was housed at Whole Woman's Health's head quarter's office.	05/31/2018

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T045	<p>205.530 b) 2 A-D (continued)</p> <p>4. The clinical records of Pt#6, Pt#7, and Pt#8 were reviewed throughout 3/22/18 and 3/23/18 and noted IV conscious sedation was administered during a surgical pregnancy termination under the supervision of MD#1.                      a) Pt #6, admitted 2/28/18                      b) Pt #7, admitted 2/27/18                      c) Pt #8, admitted 2/28/18</p> <p>5. The "Custom Referral Analysis" forms for MD#2 and MD#3 were reviewed on 3/23/18 and stated the following IV conscious sedation:                      a. MD#2- Between 9/2017 and 2/2018, IV conscious sedation was performed for forty one out of fifty two surgical pregnancy terminations.                      b. MD#3- Between 1/2018 and 2/2018, IV conscious sedation was performed for twenty one out of twenty one surgical pregnancy terminations.</p> <p>6. The 2016 and 2017 quarterly statistics were reviewed on 3/22/18 to 3/23/18. The statistics stated the following:                      a. In 2016, IV sedation was utilized in 454 out of 634 surgical terminations.                      b. In 2017, IV sedation was utilized in 390 out of 484 surgical terminations.</p> <p>7. During an interview throughout the day on 3/23/18, E#1 had reviewed the patient records and physician statistics and verbally agreed the specific privileges for conscious sedation had not been delineated and approved and should have been for MD#1, MD#2 and MD#3.</p>			
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T054	<p>205.530 d) d) All x-rays, except those exempted by the consulting committee and as specified in the facility's policies and procedures manual, shall be read by a physician... whom shall have practice privileges at the facility... A copy of the x-ray report shall be filed in the patient's clinical record within seven days. This Regulation is not met as evidence by:</p> <p>Based on document review and interview, it was determined for 3 of 3 (MD#1, MD#2, and MD#3) physicians who review obstetric ultrasounds, the Facility failed to ensure qualified physicians applied for and were granted privileges reading ultrasounds. This was evident in 10 of 10 (Pt #1, Pt #2, Pt #3, Pt #4, Pt #5, Pt #6, Pt #7, Pt #8, Pt #9, and Pt #10) patients who underwent either Medical or Surgical terminations and has the potential to affect all patients serviced by the Facility, currently approximately 44 Medical and 44 Surgical terminations monthly.</p> <p>Findings include:</p> <p>1. Ten of ten records reviewed 3/22/18 thru 3/23/18 stated the ultrasound was read by the physician (MD#1) as follows:</p> <ul style="list-style-type: none"> <li>a. Pt #1 DOS: 3/22/18</li> <li>b. Pt #2 DOS: 3/22/18</li> <li>c. Pt #3 DOS: 3/1/18</li> <li>d. Pt #4 DOS: 3/6/18</li> <li>e. Pt #5 DOS: 3/1/18</li> <li>f. Pt #6 DOS: 2/28/18</li> <li>g. Pt #7 DOS: 2/28/18</li> <li>h. Pt #8 DOS: 2/28/18</li> <li>i. Pt #9 DOS: 2/27/18</li> <li>j. Pt #10 DOS: 2/28/18</li> </ul>	T054	In the attached documents, Whole Woman's Health of Peoria has included a copy of the privileging documentation for MD #1, MD #2, and MD #3. The signed document existed at the time of the survey but was housed at Whole Woman's Health's head quarter's office.	5/31/2018

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T05A	<p>205.530 d) (continued)</p> <p>2. The "Custom Referral Analysis" for MD#2 and MD#3 were reviewed on 3/23/18. The statistics stated the following:                      a. MD#1- between 10/2017 and 3/2018 read approximately 517 ultrasounds.                      b. MD#2- between 9/2017 and 2/2018 read approximately 66 ultrasounds.                      c. MD#3- between 9/2017 and 2/2018 read approximately 34 ultrasounds.</p> <p>3. The QA/QI Meeting Minutes, dated 12/2015 through 12/2017, were reviewed on 3/22/18. The Minutes lacked documentation that ultrasound performance and/or reading privileges had been granted to MD#1, MD#2 or MD#3.</p> <p>4. Three of three (MD#1, MD#2, and MD#3) Physician files reviewed on 3/22/18 lacked documentation that privileges to perform and/or read ultrasounds had been requested and/or approved.</p> <p>5. During an interview throughout the day on 3/23/18, E#1 had reviewed the patient records and physician statistics and verbally agreed the specific privileges for performing and/or reading ultrasounds had not been requested and approved and should have been for MD#1, MD#2 and MD#3.</p>			

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T059	<p>205.540 d) 1-3 See section 205.710 b) 2 for compliance with 205.740 d) or follow 205.540 d) 1-3 d) To ensure availability of follow-up care at a hospital, the ambulatory surgical treatment center shall provide written documentation of one of the following:</p> <ol style="list-style-type: none"> <li>1) A transfer agreement with a hospital within approximately 15-30 minutes travel time of the facility;</li> <li>2) A statement that the medical director of the facility has full admitting privileges at a hospital within approximately 15-30 minutes travel time and that he/she will assume responsibility for all facility patients requiring follow-up care; or</li> <li>3) A statement that each staff physician, dentist, or podiatrist has admitting privileges in a hospital within 15-30 minutes travel time of the facility.</li> </ol> <p>OR Section 205.710 b) 2) 2) Compliance with Section 205.540(d) is not required, if the medical director or a physician practicing at the facility has a professional working relationship or agreement, maintained in writing at the facility and verifiable by the Department, with a physician who does have admitting or practice privileges at a licensed hospital within 15 minutes from the facility and who will assume responsibility for all facility patients requiring such follow-up care. This Regulation is not met as evidence by:</p> <p>Based on document review and interview, it was determined for 3 of 3 (MD#1/ Medical director, MDR#2, and MD#3) physicians providing medical and surgical pregnancy terminations, the Facility failed to ensure the medical director or the practicing physicians have full admitting privileges to a hospital within approximately 15-30 minutes travel time of the facility or have a professional working relationship or agreement with a physician who does have admitting or practice privileges at a licensed hospital within 15 minutes from the facility who will assume responsibility for all facility patients requiring follow-up care. This has the potential to affect all patients serviced by the Facility, currently a monthly average of approximately 44 medical termination and 44 surgical termination patients.</p>	T059	<p>Whole Woman's Health of Peoria complies with requirement (205.540d) by maintaining a transfer agreement with Methodist Medical Center of Illinois which states in section 1.4 that "patients may likewise be transferred from the Facility (Whole Woman's Health of Peoria) to the Hospital (Methodist), following the same processes outlined in this Agreement."</p> <p>The above-mentioned agreement was presented to the surveyor at the time on the site visit on March 23, 2018 and request that this deficiency be removed.</p>	

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T059	<p>205.540 d) 1-3 (continued)</p> <p>Findings include:</p> <ol style="list-style-type: none"> <li>1. Physician file review indicated MD#1/Medical Director, MD#2, and MD#3 did not have admitting privileges at a hospital within approximately 15-30 minutes travel time from the facility.</li> <li>2. No documentation could be produced indicating an agreement with a physician who does have admitting or practice privileges at a licensed hospital within 15 minutes from the facility who would assume responsibility for any facility patient requiring follow-up care if needed.</li> <li>3. An interview was conducted with the clinic Manager (E #1) on 3/23/18 at approximately 10:30 AM. E#1 confirmed the above findings.</li> </ol>			

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T076	<p>205.610 a) &amp; b)</p> <p>a) The ASTC shall maintain accurate and complete clinical records for each patient, and all entries in the clinical record shall be made at the time the surgical procedure is performed and when care, treatment, medications, or other medical services are given. The record shall include, but not be limited to, the following:--</p> <p>2) Admitting information including patient history, physical examination findings, diagnosis or need for medical services...</p> <p>This Regulation is not met as evidence by:</p> <p>A. Based on interview, observation, and document review, it was determined for 2 of 2 (Pts #1 and #2) patients observed during telemedicine medical abortion procedure, the Facility failed to ensure that all patient medical histories were reviewed by the telemedicine physician prior to the telemedicine medical abortion procedure. This has the potential to affect all patients who undergo a medical pregnancy termination via telemedicine by the Facility, approximately 44 patients monthly.</p> <p>Findings include:</p> <p>1. An interview was conducted with the Clinic Manager (E#1) directly after the observation of Pt #1 and Pt#2's telemedicine medical abortions. When asked which forms were emailed to the telemedicine physician (MD#1), E#1 pulled three forms out of each record and stated "these are emailed to (MD#1) after the ultrasound and lab (laboratory) testing are done while the patient is in the Intake Room". The forms were titled: "Medical History", that is completed by the patient and the nurse or patient advocate; "Ultrasound Report"; and "Medication Abortion Record", with the first section completed by the nurse and patient advocate, at times.</p> <p>2. Pt #1 and Pt #2's records were reviewed with E#1 during the interview. The following were identified:</p> <p>a. Two additional forms were observed in both telemedicine medical abortion records: (1) The "Medication Abortion Consent", which included a questionnaire/</p>	T076	<p>The entire clinical team at Whole Woman's Health of Peoria is responsible for ensuring the accuracy of each patient's medical records. It is Whole Woman's Health of Peoria's practice to employ a "Telemife checklist" to ensure that providers are presented with a complete patient medical record when providing Telemedicine medical abortion services. In addition, on May 16, 2018, the Clinic Manager conducted an in-service training with the clinical team to review the required chart documentation for a Telemedicine medical abortion procedure. Specifically, the training focused on the required chart documents to present to the telemedicine provider and how to properly document an electronic signature within the medical record.</p>	May 16, 2018
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T075	<p>205.610 a) &amp; b) A. (continued)</p> <p>consent portion and a medical history portion. (2)The "Contraceptive History &amp; Screening" form with contraceptive history and another medical history.</p> <p>b. Neither of the additional forms medical histories matched the medical history emailed to the physician.</p> <p>c. Both forms stated they were electronically signed by the physician (handwritten by E#1) and were dated the day of the procedure.</p> <p>E#1 stated "(MD#1) does not see these (forms). We just put that they are signed electronically because I thought (MD#1)'s email would cover them too. I didn't realize the medical histories didn't match what we were emailing (MD#1).</p> <p>3. A follow-up interview was conducted with E#1 on 3/22/18 at approximately 3:00 PM. E#1 stated any patient who underwent the telemedicine medical abortion would have the above three medical histories in their records and re-confirmed these medical histories did not match and that MD#1 does not see the "Medication Abortion Consent" or the "Contraceptive History &amp; Screening" form when telemedicine is performed. "If (MD#1) is here and does it (a medical abortion), (MD#1) may or may not see the forms. Again, we just put that they are electronically signed by (MD#1)."</p>			

AGENCY MANAGER/REPRESENTATIVE'S SIGNATURE  
7(1)(b)

TITLE  
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DATE  
 3. 31. 18  
 If continuation sheet Page 23 of 28

<b>STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION</b>	(X1) LICENSE NUMBER 7003195	SURVEYOR ID 26336, 32189	(X3) DATE SURVEY COMPLETED 3/23/18
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NAME OF FACILITY Whole Women's Health of Peoria, LLC	STREET ADDRESS, CITY, STATE, ZIP CODE 7405 N University, Suite D, Peoria, Illinois 61614
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(X4) PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY SHOULD BE PRECEDED BY FULL REGULATORY IDENTIFYING INFORMATION)	PREFIX TAG	PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERRED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETION DATE
T076	<p>205.610 a) &amp; b)</p> <p>a) The ASTC shall maintain accurate and complete clinical records for each patient... The record shall include, but not be limited to, the following:</p> <p>4) Signed Informed consent;</p> <p>This Regulation is not met as evidence by:</p> <p>B. Based on observation, document review, and interview, it was determined for 2 of 2 (Pts #1 and #2) telemedicine medical abortions observed, the Facility failed to ensure the informed consent accurately reflected patient instructions. This has the potential to affect all patients who undergo a medical pregnancy termination via telemedicine by the Facility, approximately 44 patients monthly.</p> <p>Findings include:</p> <p>1. An observation of Pt #1's counseling session with the Patient Advocate (E#2- unlicensed care provider) was observed on 3/22/18 at approximately 11:20 AM. E#2 instructed Pt #1 that Pt #1 could choose to administer the Misoprostol either buccally or vaginally and instructed how to do both of these and stated "You can do whichever you feel most comfortable with."</p> <p>Pt #1's telemedicine medical abortion procedure was observed on 3/22/18 at approximately 12:05 PM. The Clinic Manager (E#1) was observed to ask Pt #1 "Have you decided which way you are going to take the misoprostol... buccally or vaginally?" Pt #1 stated "I didn't realize I could do it vaginally until (E#2) said I could. I haven't really decided."</p> <p>2. Pt #2's telemedicine medical abortion procedure was observed on 3/22/18 at approximately 12:20 PM. E#1 was observed to ask Pt #2 "Have you decided which way you are going to take the misoprostol... buccally or vaginally?" Pt #2 stated "I'm going to do it vaginally this time I think. I haven't decided."</p>	T076	<p>During the week of June 18th, 2018, Whole Woman's Health, LLC's clinical trainer is scheduled to perform an on-site training with the clinical team of the facility. A portion of the training will focus on Medical Abortion counseling and informed consent. In addition to the training session, the clinical trainer will perform post-training evaluation of the clinical staff.</p> <p>Whole Woman Health's of Peoria's Medication Abortion Consent and Patient instruction forms do address the "Off-Label" use of Mifepristone. (See attachment)</p>	June 20, 2018

AGENCY MANAGER/REPRESENTATIVE'S SIGNATURE

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<b>STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION</b>	(X1) LICENSE NUMBER	SURVEYOR ID	(X3) DATE SURVEY COMPLETED
	7003195	26336, 32189	3/23/18

NAME OF FACILITY Whole Women's Health of Peoria, LLC	STREET ADDRESS, CITY, STATE, ZIP CODE 7405 N University, Suite D, Peoria, Illinois 61614
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T076	<p>205.610 a) &amp; b) 8. (continued)</p> <p>3. The Medication Abortion Consents for Pt #1 and Pt #2 were reviewed E#1 on 3/22/18. The Consents, signed by the physician, stated "I understand that I must place 4 tablets of misoprostol (Cytotec) 200 mcg buccally (between cheeks and gums) 24 to 48 hrs (hours) after taking the mifepristone (Mifeprex)." The "Using Mifepristone "Off-Label"" form, signed by the physician stated the misoprostol was to be administered buccally. Neither consent stated anything about taking the misoprostol vaginally and there was no physician order that Pt #1 could take the misoprostol vaginally.</p> <p>4. An interview was conducted with E#1 during the record reviews for Pts #1 and #2. E#1 stated "I don't think we realized that the consents don't talk about the vaginal option and they should. We do talk to the patients about it and (MD#1) doesn't always ask them about it (the misoprostol and the route it will be taken)."</p>			

AGENCY MANAGER/REPRESENTATIVE'S SIGNATURE

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<b>STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION</b>	(X1) LICENSE NUMBER 7003195	SURVEYOR ID 26336, 32189	(X3) DATE SURVEY COMPLETED 3/23/18
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NAME OF FACILITY Whole Women's Health of Peoria, LLC	STREET ADDRESS, CITY, STATE, ZIP CODE 7405 N University, Suite D, Peoria, Illinois 61614
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T076	<p>205.610 a) &amp; b)</p> <p>a) The ASTC shall maintain accurate and complete clinical records for each patient...</p> <p>b) Signed physician orders; This Regulation is not met as evidence by:</p> <p>C. Based on document review and interview, it was determined the Facility failed to ensure its "Standing Orders" were current and accurately authenticated. This has the potential to affect all patients serviced by the Facility, currently a monthly average of approximately 44 medical termination and 44 surgical termination patients.</p> <p>Findings include:</p> <p>1. The following Standing Orders were reviewed on 3/22/18 at approximately 2:55 PM.</p> <p>a. The "Standing Orders for Surgical Abortion" stated they were revised 4/2016 by (E#1). The physician signature was dated "5/22/22" by E#1.</p> <p>b. The "Standing Orders for Medical Abortion with Mifeprex" stated they were reviewed September 2015 by the previous Clinic Manager and "The patient must be 9 weeks LMP (last menstrual period) or fewer by ultrasound." The physician signature was dated 5/22/15.</p> <p>An interview was conducted with E#1 on 3/23/18 at approximately 9:00 AM. E#1 reviewed the Standing Orders and stated "That's a mistake (the date on the surgical abortion standing orders). I have correct ones. E#1 further stated "The medical abortions can be done up to 10 weeks. I should have the correct one for that too."</p> <p>2. On 3/23/18 at approximately 9:30 AM, E#1 presented a revised set of standing orders for both surgical and medical abortions. The following were noted:</p> <p>a. The "Standing Orders for Surgical Abortion" were dated 3/22/18. The physician was not present in the Facility on 3/22/18 to authenticate the orders.</p>	T076	<p>During its May 30, 2018 committee meeting, the Quality Committee reviewed the standing orders for Surgical and Medication Abortion services. As a result of the meeting, MD1 (Medical Director) updated the standing orders.</p> <p>The revised standing orders are attached.</p>	5/30/2018

AGENCY MANAGER/REPRESENTATIVE'S SIGNATURE <b>7(1)(b)</b>	TITLE COO	DATE 5.31.18
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<b>STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION</b>	(X1) LICENSE NUMBER	SURVEYOR ID	(X3) DATE SURVEY COMPLETED
	7003195	26336, 32189	3/23/18

NAME OF FACILITY Whole Women's Health of Peoria, LLC	STREET ADDRESS, CITY, STATE, ZIP CODE 7405 N University, Suite D, Peoria, Illinois 61614
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T076	<p>205.610 a) &amp; b) C. (continued)</p> <p>b. The "Standing Orders for Medical Abortion with Mifeprex" was the same form (no change in the LMP) with the physician signature but the date was blank.</p> <p>3. A follow-up interview was conducted with E#1 on 3/23/18 at approximately 12:00 PM. E#1 reviewed both sets of standing orders and verbally agreed the forms were not updated accurately and were not authenticated accurately and should be.</p>			

AGENCY MANAGER/REPRESENTATIVE'S SIGNATURE

7(1)(b)

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DATE

3/31/18

**STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION**

(X1) LICENSE NUMBER  
7003193

SURVEYOR ID  
36336, 32189

(X3) DATE SURVEY COMPLETED  
3/23/18

**NAME OF FACILITY**

Whole Women's Health of Peoria, LLC

**STREET ADDRESS, CITY, STATE, ZIP CODE**

7403 N University, Suite D, Peoria, Illinois 61614

(X4) PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY SHOULD BE PRECEDED BY FULL REGULATORY IDENTIFYING INFORMATION)	PREFIX TAG	PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERRED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETION DATE
T076	<p>205.610 a) &amp; b) a) The ASTC shall maintain accurate and complete clinical records for each patient... b) Signed physician orders; This Regulation is not met as evidence by:</p> <p>D. Based on observation, document review, and interview, it was determined for 4 of 5 (Pts #1, #2, #3, and #5) telemedicine medical abortion patients, the Facility failed to ensure physician orders were accurate. This has the potential to affect all patients who undergo a medical pregnancy termination via telemedicine by the Facility, approximately 44 patients monthly.</p> <p>Findings include:</p> <ol style="list-style-type: none"> <li>Two telemedicine medical abortion procedures (Pts #1 and #2) were observed on 3/22/18 between approximately 12:05 PM and 12:25 PM. E#1 was observed to contact MD#1 via iPad and was the only nurse scheduled and present in the Facility.</li> <li>The telemedicine medical abortion procedure orders for Pts #1, #2, #3, and #5 were reviewed on 3/23/18 at approximately 9:30 AM with E#1. Each stated "Sent from my iPhone ... I authorize (E#5) to dispense 200 mg of Mifeprax for the patient to take PO (by mouth) in the clinic, and 800 mcg (micrograms) of Misoprostol to take home with instructions on how to administer the medication..."                     <ol style="list-style-type: none"> <li>Pt #1 and Pt #2 Date of Service: 3/22/18.</li> <li>Pt #3 and Pt #5 Date of Service: 3/1/18.</li> </ol> </li> <li>The staffing schedule for 3/1/18 reviewed on 3/23/18 at approximately 10:00 AM. E#5 was not scheduled to work on 3/1/18.</li> <li>An interview was conducted with E#1 on 3/23/18 at approximately 10:00 AM. E#1 stated "(MD#1) has two orders in the iPhone, one for me and one for (E#5). (MD#1) must have hit the wrong one. They should all say my name. (E#5) wasn't here."</li> </ol>	T076	<p>On May 31st, 2018, the Medical Director conducted an in-service training with the clinical team to review the required chart documentation for a Tele medicine medical abortion procedure. Specifically, the training focused on the proper techniques required to document an electronic signature within the medical record.</p>	May 31, 2018

AGENCY MANAGER/REPRESENTATIVE'S SIGNATURE

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<b>STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION</b>	(X1) LICENSE NUMBER 7003195	SURVEYOR ID 26336, 32189	(X3) DATE SURVEY COMPLETED 3/23/18
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T076	<p>205.610 a) &amp; b) a) The ASTC shall maintain accurate and complete clinical records for each patient.. 6) Signed physician orders; This Regulation is not met as evidence by:</p> <p>D. Based on observation, document review, and interview, it was determined for 4 of 5 (Pts #1, #2, #3, and #5) telemedicine medical abortion patients, the Facility failed to ensure physician orders were accurate. This has the potential to affect all patients who undergo a medical pregnancy termination via telemedicine by the Facility, approximately 44 patients monthly.</p> <p>Findings include:</p> <ol style="list-style-type: none"> <li>Two telemedicine medical abortion procedures (Pts #1 and #2) were observed on 3/22/18 between approximately 12:05 PM and 12:25 PM. E#1 was observed to contact MD#1 via iPad and was the only nurse scheduled and present in the Facility.</li> <li>The telemedicine medical abortion procedure orders for Pts #1, #2, #3, and #5 were reviewed on 3/23/18 at approximately 9:30 AM with E#1. Each stated "Sent from my iPhone ... I authorize (E#5) to dispense 200 mg of Mifeprex for the patient to take PO (by mouth) in the clinic, and 800 mcg (micrograms) of Misoprostol to take home with instructions on how to administer the medication..."                     <ol style="list-style-type: none"> <li>Pt #1 and Pt #2 Date of Service: 3/22/18.</li> <li>Pt #3 and Pt #5 Date of Service: 3/1/18.</li> </ol> </li> <li>The staffing schedule for 3/1/18 reviewed on 3/23/18 at approximately 10:00 AM. E#5 was not scheduled to work on 3/1/18.</li> <li>An interview was conducted with E#1 on 3/23/18 at approximately 10:00 AM. E#1 stated "(MD#1) has two orders in the iPhone, one for me and one for (E#5). (MD#1) must have hit the wrong one. They should all say my name. (E#5) wasn't here."</li> </ol>	T076	<p>Whole Woman's Health of Peoria has always had an RN present onsite during procedural abortions and has added RN staff to the clinic schedule of non-procedural visits as well.</p>	May 30th, 201

AGENCY MANAGER/REPRESENTATIVE'S SIGNATURE <b>7(1)(b)</b>	TITLE S. 3.1.18	DATE COJ
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## Whole Woman's Health

### Standing Orders for Surgical Abortion:

Dr. Y Shah

Dr. L Lauren

Dr. B Brown

### Pre-Operative:

- The patient will receive an ultrasound to approximate gestation and to confirm an intrauterine pregnancy.
- The patient's medical history will be reviewed and the following will be documented and reviewed by MD:
  - Current or past history of seizures
  - Current vaginal infection
  - Recent hospitalization
  - Obstetrical/pregnancy history including C-sections
  - Major psychiatric illness
  - Any major surgery or medical condition
  - Any other abnormal aspects of medical history
  - Methadone or other opioid or anti-opioid medications
- The patient will receive lab work to establish the following:
  - Blood pressure with systolic between 90-140, diastolic between 50-90
  - Pulse between 50-120
  - Temperature between 96.8-100.4
  - Hemoglobin < 8
  - RH factor in blood (if negative and <12 weeks gestation the patient receives 50 mcg IM of Micrhogam, if >12 weeks gestation the patient receives 300 mcg IM of Rhogam)
  - The physician will be consulted if any of these values lie outside the normal range.
- The patient will receive counseling regarding alternatives to abortion, risks and benefits of abortion, the abortion procedure, and birth control methods. After counseling, the counselor will obtain written consent if an abortion is sought.

### Preoperative Medications:

- The patient may receive preoperative medications as follows:
  - Ativan 1 or 2mg
  - Metronidazole (Flagyl) 500 mg p.o. x one.
  - If the patient weighs 124 pounds or less she will receive 25 mg Promethazine p.o.; if she weighs 125 pounds or more she will receive 50 mg Promethazine p.o.
  - If nausea prevents the patient from tolerating p.o. meds she may receive 25 mg Promethazine IM.
  - If the patient does not receive Promethazine, or she is driving herself, she may receive 4mg Ondansetron (Zofran) p.o.
  - 800 mg Ibuprofen; if the patient is allergic to Ibuprofen she may receive 1000 mg Acetaminophen.
  - If the patient is driving herself she may receive 1,000 mg acetaminophen p.o. and 30-60 mg Ketorolac IM.
  - If a patient is anxious she may receive 5 mg Diazepam p.o.
  - If a patient receives Promethazine, any IV sedation, or Diazepam, she will be unable to drive after the procedure and will need to arrange transportation with a driver with whom she is acquainted (e.g., she cannot take a taxi home unescorted)
  - A patient will receive 600 mcg Misoprostol buccally 90 minutes pre-op if:
    - The patient's ultrasound measurement indicates 12 weeks LMP or greater.
    - The patient had laminaria inserted by the physician to prepare her cervix.

If a patient requests IV sedation she may receive medications as follows:

- 10 mg of Nubain IVP over 1-2 minutes.
- 2 to 2.5 mg of Versed (at doctor's discretion) IVP over 1-2 minutes.
- 0.4mg Atropine IVP over 1-2 minutes.

Or:

- Start Fentanyl 50- 100 mcg (at doctor's discretion) IVP over 1- 2 minutes. Add 50 mg.
- 2 to 2.5 mg of Versed (at doctor's discretion) IVP over 1-2 minutes.
- 0.4mg Atropine IVP over 1-2 minutes.
- Diazepam 5 mg as per MD's orders.
- If the patient is breastfeeding she will be instructed to discard her breastmilk for 24 hours after the procedure.

Revised 5/30/2018 -SS



## Whole Woman's Health

- 5cc of either heparin solution (Heplock) or saline will be used to start the patient's IV before the procedure.
- If a patient experiences a vaso/vagal response she will receive 0.4mg Atropine IM or IV push by the doctor or by his/her appointee as directed by the doctor.
- In the event of an adverse reaction to Nubain, 0.4 mg of Narcan (Naloxone) IV/IM will be given.
- In the event of an adverse reaction to Versed, 0.3mg of Romazicon (Flumazenil) IV/IM will be given.
- During the procedure the patient will receive a paracervical block administered by the physician using 20 -25cc of premixed formula. The formula will be:
  - 45cc 1% Lidocaine
  - 5cc Sodium Bicarbonate
  - +/- epi 1:100,000

The patient's blood pressure, respirations, LOC, pulse and O<sub>2</sub> saturation will be measured before, during, and after the surgical procedure.

Prescriptions may be given as follows:

- Contraceptive medication of patient's choice at doctor's discretion. Medication selected/given: documented on abortion record.
- Naproxen 500 mg # 30 q 12 hrs. PRN pain.
- Metronidazole 500 mg #4, 2 tabs po with food. 2 tabs 1 hr later.
- Methergine 0.2mg #8 1 tab po q 6 hrs. while awake, as per doctor's discretion
- If the patient tests positive for a UTI, the patient will receive a prescription for Macrobid 100 mg #14 1 cap bid for 7 days.
- Patient may receive an additional prescription if she experiences increased pain post-operatively:
  - Percocet 5/325 #10 prn
- The patient may receive a prescription for Diflucan (150 mg #1, 1 refill) if she experiences a yeast infection post-operatively.

### Aftercare Room

- Patients may be discharged from the recovery room when:
  - Blood pressure with systolic between 90-140, diastolic between 50-90
  - Pulse between 50-120
  - Temperature between 96.8-100.4°F. Patients who did not receive misoprostol pre-op with a temperature of 100.4 to 101.0°F should receive 2 grams of Rocephin after one hour and then may be discharged. Patients who did receive misoprostol pre-op with a temperature of 100.4 to 101.0°F should receive 500 mg of Acetaminophen 30-60 minutes after the temperature reading; if temperature is dropping patients may be discharged.
  - Bleeding is moderate or less
  - LOC is 10
  - Pain is controlled
  - Patient is ambulatory w/o dizziness
  - The patient is tolerating liquids and solids
  - The post-procedure care instruction sheet has been reviewed and given to the patient
  - The patient has received her prescriptions
- The following medications may be administered in the aftercare room:
  - Atropine 0.4 mg IV/IM
  - Phenergan 25 mg PO/suppository/IM
  - Methergine 0.2 mg PO/IM
  - Narcan (naloxone) 0.4 mg IV/IM
  - Romazicon 0.2 mg IV/IM
  - DMPA (Depo Provera) 150 mg IM
  - Pitocin 10 units IM
- Patients who received IV sedation will be observed in the recovery room for at least 45 minutes; patients who do not receive IV sedation will be observed in the recovery room for 45 minutes (or longer at doctor's discretion)

Deviations from standing orders per attending physician:

MD Signature: \_\_\_\_\_

7(1)(b)

Date: S. 30.18

Standing Orders for Medical Abortion with Mifeprex:

Dr. Y Shah  
Dr. L Lauren  
Dr. B Brown

See also:

*Protocol for Medical Abortion*  
*Protocol for In-Office Insertion of Cytotec*  
*Policy for Management of Mifeprex Log*

Pre-Abortion

- The patient will receive an ultrasound to approximate gestation and to confirm an intrauterine pregnancy. The patient must be 10 weeks LMP or fewer by ultrasound.
- The patient's medical history will be documented and reviewed by the MD:
  - Hemorrhagic disorders or concurrent anticoagulant therapy
  - Chronic adrenal failure
  - Heart or respiratory disease
  - Liver or kidney disease
  - Concurrent long-term systemic corticosteroid therapy
  - Confirmed or suspected ectopic pregnancy or undiagnosed adnexal mass
  - Inherited blood or bleeding disorders
  - IUD in place (must be removed)
  - Known allergy to Mifepristone, Misoprostol, or other prostaglandin
  - Sickle Cell Anemia, Leukemia, or Thalassemia
  - Inflammatory bowel disease
  - Seizure disorder or Epilepsy not controlled by medication
  - She is suffering from concurrent illness with significant diarrhea. Misoprostol often causes diarrhea.
  - She is suffering from systemic illness (consult the physician to determine the safest abortion method given her illness).
  - Any major surgery or medical condition
  - Any other abnormal aspects of medical history
- The patient will receive lab work to establish the following:
  - Blood pressure with systolic between 90-140, diastolic between 50-90
  - Pulse between 50-120
  - Temperature between 96.8-100.4
  - Hemoglobin >8
  - RH factor in blood (if negative and <12 weeks the patient receives 50 mcg IM of Microgam)
  - The physician will be consulted if any of these values lie outside the normal range.
- The patient will receive counseling regarding alternatives to abortion, risks and benefits of abortion, the abortion procedure, and birth control methods. After counseling, the counselor will obtain written consent if an abortion is sought.

The patient will receive pre abortion medications as follows:

- Metronidazole 500mg p.o. x one OR Levofloxacin 500mg given 1/2 hour before procedure PO
- If nausea prevents the patient from tolerating PO meds she may receive 25 mg promethazine IM, or .4mg Zofran.
- If the patient receives promethazine, she will be unable to drive herself home and will need to arrange transportation with a driver with whom she is acquainted (e.g., she cannot take a taxi home unescorted).

The patient will receive 200 mg Mifeprex (mifepristone), in the office, as directed by the physician.

The patient will be given 800 mcg Misoprostol and instructed to insert it buccally or vaginally 24-48 hours after taking Mifeprex. See *Protocol for Medical Abortion* for guidelines as to days, times, and location.

Prescriptions may be given as follows:

- Contraceptive medication of patient's choice at doctor's discretion
- Tylenol #3, #10, 1 tab q 6 hrs for pain OR
- Percocet #10, 1-2 tabs q. 4-6 prn hrs. for pain. If the patient is allergic to Percocet she may be given Ibuprofen 800 mg #10 q 4-6 hours prn cramping
- Promethazine 25mg #10, 1 tab q 4 hrs. prn for nausea.

Deviations from standing orders per attending physician:

MD Signature: \_\_\_\_\_

7(1)(b)

Date: 5-30-18

Revised 5/30/2018-SS





**Whole Woman's Health of Peoria**

*Transforming Healthcare One Woman at a Time*

7405 N. University St. Ste. D, Peoria IL, 61614

June 18, 2015

Dear Dr. Shah,

The present serves as notification that you have been granted active admitting privileges at Whole Woman's Health of Peoria, LLC. These privileges extend for the duration of your independent contact agreement.

Thank you,

**7(1)(b)**

Amy Hagstrom Miller, CEO  
Chairperson, Governing Body  
Whole Woman's Health

**State of Illinois**  
**Department of Financial and Professional Regulation**  
**Division of Professional Regulation**


LICENSE NO  
**038.048989**

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

EXPIRES  
**07/31/2020**

**LICENSED PHYSICIAN AND SURGEON**

**YOGENDRA A SHAH MD**  
**7(1)(b)**

 *Bryan A. Schneider* **BRYAN A. SCHNEIDER** SECRETARY *Jessica Baer* **JESSICA BAER** DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

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For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or SSN number when contacting the IDFPR. Your Access ID is: **7(1)(b)**

LICENSE NO. **038.048989** Department of Financial and Professional Regulation  
 Division of Professional Regulation

**LICENSED PHYSICIAN AND SURGEON**

**YOGENDRA A SHAH MD**

EXPIRES **07/31/2020** SIGN: \_\_\_\_\_

*Bryan A. Schneider* **BRYAN A. SCHNEIDER** SECRETARY *Jessica Baer* **JESSICA BAER** DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

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1:4  
368/666  
SHAH, YOGENDRA AMBALAL MD  
7(1)(b)



DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
7(1)(b)	02-29-2020	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	PRACTITIONER	02-09-2017
SHAH, YOGENDRA AMBALAL MD 7(1)(b)		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE  
UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION  
WASHINGTON D C 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE  
UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION  
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
7(1)(b)	02-29-2020	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	PRACTITIONER	02-09-2017
SHAH, YOGENDRA AMBALAL MD 7(1)(b)		

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CURRICULUM VITAE

NAME: Yogendra Shah, M.D.F.A.C.O.G.

DATE: 7(1)(c) 1946

PLACE OF BIRTH: 7(1)(c)

MARTIAL STATUS: 7(1)(c)

UNIVERSITIES

ATTENDED: S.P. University  
V.V. Nagar, Gurjarat, India

Pre-Medical-May 1965  
Faculty of Science, M.S. University

Doctor of Medicine-October 1969  
M.S. University School of Medicine, India

PROFESSIONAL TRAINING

INTERNSHIP: Type-Rotating  
S.S.G. Hospital  
Baroda, Gurjarat, India

Mount Sinai Hospital Medical Center  
Chicago, Illinois  
July 1971-June 1972

RESIDENCY: Type-Pathology (One Year)  
Methodist Hospital of Central Illinois  
Peoria, Illinois  
July 1972-June 1973

Type-Obstetrics and Gynecology

Homer G. Phillips Hospital

St. Louis, Missouri

July 1973-June 1976

FELLOWSHIP: Clinic Obstetrics and Gynecology

St. Luke's Hospital West

Chesterfield, Missouri

July 1976-June 1977

BOARD STATUS: Board Ceertified-November 9, 1979

American Board of Obstetrics & Gynecology

Voluntarily Re-certified - June 26, 1995

Voluntarily Re-certified - 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007,  
2008, 2009, 2010, 2011, 2012, 2013, 2014

FELLOWSHIP: American College of Obstetricians and Gynecology

December 1980

EXPERIENCE: Family Planning Medical Officer

Sadhli, Gujarat, India

January 1971 - May 1971

Private Practice

3165 Myrtle Avenue

Granite City, Illinois 62040

July 1977 - 2015

HONORS

AND AWARDS: Higher Education and Scholarship

Gujarat Government, India

June 1964- October 1969

**COMMITTE**

**MEMBERSHIP:**

Chairman-Department of OB/GYN

Anderson Hospital

1994-1996

Executive Committee

Anderson Hospital

1194-1996

Chairman-Department of OB/GYN

Gateway Regional Medical Center

(Formerly St. Elizabeth Medical Center)

1991-2000

Performance Improvement Committee

1991-2000

Credential Committee-Member

Gateway Regional Medical Center

2003 - Present

Various Committees Member - Gateway Regional and Anderson Hospital

1977- Present

**STATE LICENSES:**

Flex, June 1973- Missouri and Illinois

**HOSPITAL PRIVILEGES:**

Gateway Regional Medical Center (Formerly St. Elizabeth Medical Center)

Active Staff - 1977 - 2015

Courtesy 2015- Present

Oliver Anderson Hospital - Active Staff

1977-2015

**PAPERS PUBLISHED:**

Bibliographies

"Outpatient Laparoscopy with Local Anesthesia"

International Journal of Gynecology and Obstetrics

Volume 17, Number 4, January-February 1980  
p379-381

"Combined Intra and Extra-Uterine Pregnancy"  
A Diagnostic Challenge  
Journal of Reproductive Medicine  
Volume 25, Number 5, November 1980  
p290-292

**MEDICAL DIRECTOR:** Whole Woman's Health of Peoria – June 2015 - Present

The Hope Clinic for Women - July 1987- Present

Madison County Urban League - 1998 - 2015

Whole Woman's Health of Peoria

**DELINEATION OF CLINICAL PRIVILEGES**

Gynecological

Applicant Dr. Yogendra Shah	Date 05-30-2018
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The granting, reviewing and changing of clinical Privileges will be in accordance with the Medical Staff Bylaws. Assignment of such clinical Privileges will be based on documentation of individual's education, clinical training, demonstrated skills, and capacity to manage procedurally related complications. Indicate procedures *requested* for which you *do* wish to be credentialed. Return this form with your application.

Gynecological	Requested	Privileges Granted as Initialed by MAB	
		Approved	Denied
<b>GENERAL PRIVILEGES</b>			
<i>General Clinical Privileges customary to the practice of obstetrics and gynecology</i>			
Outpatient	7(1)(b)		
<b>SPECIFIC PRIVILEGES</b>			
<i>Ultrasound</i>			
Reading and interpret first and second trimester ultrasound	7(1)(b)		
<b>OBSTETRICAL SURGICAL PROCEDURES</b>			
<i>Abortion Spontaneous</i>			
1 <sup>st</sup> trimester	7(1)(b)		
2 <sup>nd</sup> trimester			
<i>Induced</i>			
<i>Medication Abortion</i>			
1 <sup>st</sup> trimester			
2 <sup>nd</sup> trimester			
Dilation and extraction			
Amniocentesis			
Invitro fertilization			

I certify that I am competent to perform the procedures requested by virtue of my education, training and experience.

Applicant's Signature 7(1)(b)	Date 05/30/2018
----------------------------------	--------------------

I certify that the applicant named above has met the requirements for approval of the requested Privileges.

*For Administrative Purposes Only*

<i>Clinical Privileges recommendations approved by Governance.</i>	
Governance Representative 7(1)(b)	Date 5/20/18









**Whole Woman's Health of Peoria**  
7405 N. University St., Peoria, IL 61614  
(309) 691-9073

September 12, 2017

Dear Dr. L. Laursen,

This letter serves as notification that you have been granted active admitting privileges at Whole Woman's Health of Peoria. These admitting privileges will be due for review on September 12, 2018.

Thank you,

**7(1)(b)**

Amy Hagstrom Miller, CEO  
Chairperson, Governing Board  
Whole Woman's Health of Peoria

Whole Woman's Health of Peoria, LLC

**DELINEATION OF CLINICAL PRIVILEGES**

Gynecological

Applicant <b>Dr. Laura Larsen</b>	Date <b>5.30.18</b>
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The granting, reviewing and changing of clinical Privileges will be in accordance with the Medical Staff Bylaws. Assignment of such clinical Privileges will be based on documentation of individual's education, clinical training, demonstrated skills, and capacity to manage procedurally related complications. Indicate procedures requested for which you do wish to be credentialed. Return this form with your application.

	Approved/Not Approved
Outpatient	7(1)(b)
Reading first and second trimester ultrasound	7(1)(b)
1 <sup>st</sup> trimester	7(1)(b)
2 <sup>nd</sup> trimester	7(1)(b)
Medication Abortion	7(1)(b)
1 <sup>st</sup> trimester	7(1)(b)
2 <sup>nd</sup> trimester	7(1)(b)
Dilation and extraction	7(1)(b)

I certify that the applicant named above has met the requirements for approval of the requested Privileges.

*For Administrative Purposes Only*

Clinical Privileges recommendations approved by Governance	
Governance Representative <b>7(1)(b)</b>	Date <b>5.30.18</b>

Whole Woman's Health of Peoria

**DELINEATION OF CLINICAL PRIVILEGES**  
Continuum of Depth of Sedation / Analgesia

Applicant <b>Dr. Laura Laursen</b>	Date <b>5.30.18</b>
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The granting, reviewing and changing of clinical Privileges will be in accordance with the Medical Staff Bylaws. Assignment of such clinical Privileges will be based on documentation of individual's education, clinical training, demonstrated skills, and capacity to manage procedurally related complications. Indicate procedures requested for which you do wish to be credentialed. Return this form with your application.

Procedures Depth of Sedation Continuum	Privileges Granted as Initialed by Chairperson	
	Approved	Booted
Minimal sedation / Anxiolysis	<b>7(1)(b)</b>	
Moderate Sedation / Analgesia		
General Anesthesia		

**Credentialing Criteria:** Required documentation for initial and renewal privileging of sedation:

- Minimal:** Appropriate narcotics licensing
- Moderate:** Demonstration of current clinical competence and ACLS (Provide list of verifiable successful performance of 10 procedures involving moderate sedation in the last 12 months if requested)

If you choose to apply for this Privileges, please submit documentation as indicated above. Please also indicate the number of times moderate sedation was administered by you over the last 12 month:

	0-10	11-25	26+
Moderate Sedation/Analgesia	_____	_____	_____

Please document any complications or adverse outcomes encountered over the last 12 months and list at which facility these cases were performed:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

Please document your level of certification: \_\_\_\_\_ BCLS  ACLS

NOTE: All doctors are encouraged to maintain ACLS certification in conjunction with their sedation/analgesia Privileges.

**A. For Administrative Purposes Only**

Clinical Privileges recommendations approved by Governance	
Governance Representative <b>7(1)(b)</b>	Date <b>5.30.18</b>



Client#: 238649

WHOLEWOMANS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC One Executive Drive Somerset, NJ 08573

CONTACT NAME: Somerset Support Dept PHONE (Act. No. Ext): 732-489-3000 FAX: A/C No: E-MAIL: somerset@mma-ne.com ADDRESS:

INSURER(S) AFFORDING COVERAGE INSURER A: Leadmark American Insurance Company NAIC #: 33136

INSURED Dr. Lauren Laursen Whole Woman's Health of Peoria, LLC 7405 North University #D Peoria, IL 61614

INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: TYPE OF INSURANCE, ADDRESS, POLICY NUMBER, POLICY EFF DATE, POLICY EXP DATE, LIMITS. Includes sections for Commercial General Liability, Automobile Liability, and Medical Malpractice.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance for Dr. Laura Laursen

Table with columns: CERTIFICATE HOLDER, CANCELLATION. Includes address for Whole Woman's Health of Peoria, LLC and cancellation notice text.

DEA REGISTRATION	THIS REGISTRATION EXPIRES	FEE PAID
<b>7(1)(b)</b>	03-31-2019	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5.	PRACTITIONER	07-15-2016
LAURSEN, LAURA 5841 S. MARYLAND AVE., MC 2050 CHICAGO, IL 60637-0000		

**CONTROLLED SUBSTANCE/REGULATED CHEMICAL  
 REGISTRATION CERTIFICATE**  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.**

Form DEA 223/511 (4/07)

**REPORT  
 CHANGES  
 PROMPTLY**

**REQUESTING MODIFICATIONS TO YOUR  
 REGISTRATION CERTIFICATE**

To request a change to your registered name, address, the drug schedule or the drug codes you handle, please

1. visit our web site at [deaddiversion.usdoj.gov](http://deaddiversion.usdoj.gov) - or
2. call our customer Service Center at 1-(800) 882-9539 - or
3. submit your change(s) in writing to:  
 Drug Enforcement Administration  
 P.O. Box 2638  
 Springfield, VA 22162-2638

See Title 21 Code of Federal Regulations, Section 1301.51 for complete instructions.

----- You have been registered to handle the following chemical/drug codes: -----





**Whole Woman's Health of Peoria**  
7405 N. University St., Peoria, IL 61614  
(309) 691-9073

January 23, 2018

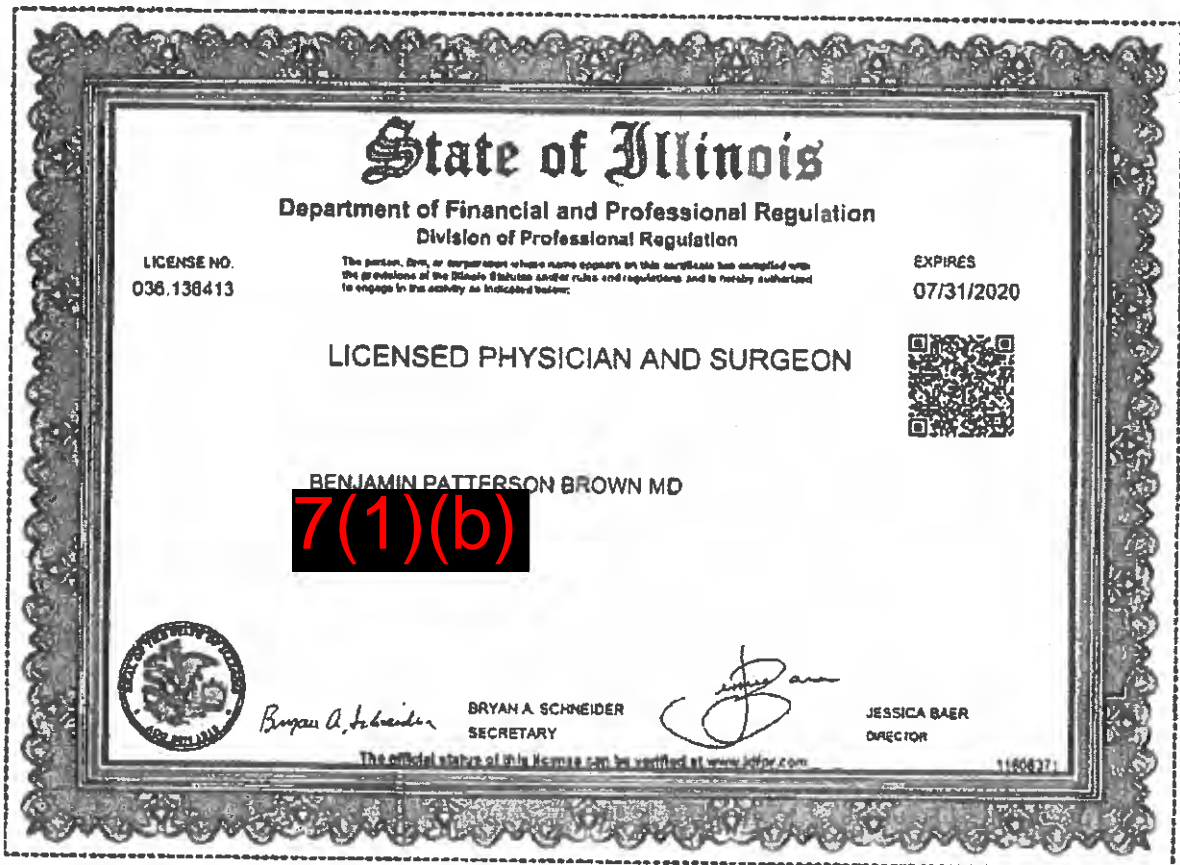
Dear Dr. B. Brown

This letter serves as notification that you have been granted active admitting privileges at Whole Woman's Health of Peoria. These admitting privileges will be due for review on January 23, 2019.

Thank you,

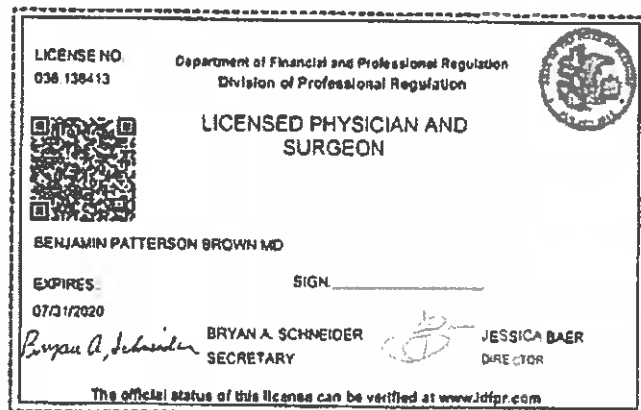
**7(1)(b)**

Amy Hagstrom Miller, CEO  
Chairperson, Governing Board  
Whole Woman's Health of Peoria



Cut on Dotted Line ✂

For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is **7(1)(b)**



Cut on Dotted Line ✂

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
7(1)(b)	07-31-2018	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3 3N,4,5	PRACTITIONER	09-01-2015
BROWN, BENJAMIN P (MD) UNIVERSITY OF CHICAGO MEDICINE, DEPT OF OB/GYN 5841 S MARYLAND AVE MC2050 CHICAGO, IL 60637		

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON D C 20537

Sections 304 and 1006 (21 USC 824 and 956) of the Controlled Substances Act of 1970, as amended provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY AND IT IS NOT VALID AFTER THE EXPIRATION DATE.**

Form DEA-223 (9/2016)

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
7(1)(b)	07-31-2018	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3 3N,4,5	PRACTITIONER	09-01-2015
BROWN, BENJAMIN P (MD) UNIVERSITY OF CHICAGO MEDICINE, DEPT OF OB/GYN 5841 S MARYLAND AVE MC2050 CHICAGO, IL 60637		

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON D C 20537

Sections 304 and 1006 (21 USC 824 and 956) of the Controlled Substances Act of 1970, as amended provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY AND IT IS NOT VALID AFTER THE EXPIRATION DATE.**

Whole Woman's Health of Peoria, LLC

DELINEATION OF CLINICAL PRIVILEGES

Gynecological

Applicant Dr. Benjamin Brown	Date 11/23/18
---------------------------------	------------------

The granting, reviewing and changing of clinical Privileges will be in accordance with the Medical Staff Bylaws. Assignment of such clinical Privileges will be based on documentation of individual's education, clinical training, demonstrated skills, and capacity to manage procedurally related complications. Indicate procedures requested for which you do wish to be credentialed. Return this form with your application.

Outpatient		
Reading first and second trimester ultrasound	7(1)(b)	
1 <sup>st</sup> trimester		
2 <sup>nd</sup> trimester		
Medication Abortion		
1 <sup>st</sup> trimester		
2 <sup>nd</sup> trimester		
Dilation and extraction		

I certify that the applicant named above has met the requirements for approval of the requested Privileges.

For Administrative Purposes Only

Clinical Privileges recommendations approved by Governance		
Governance Representative	7(1)(b)	Date 11/23/18

Whole Woman's Health of Peoria

DELINEATION OF CLINICAL PRIVILEGES  
Continuum of Depth of Sedation / Analgesia

Applicant <u>Dr. Benjamin Brown</u>	Date <u>11/23/18</u>
-------------------------------------	----------------------

The granting, reviewing and changing of clinical Privileges will be in accordance with the Medical Staff Bylaws. Assignment of such clinical Privileges will be based on documentation of individual's education, clinical training, demonstrated skills, and capacity to manage procedurally related complications. Indicate procedures requested for which you do wish to be credentialed. Return this form with your application.

Procedures Depth of Sedation Continuum	Privileges Granted as Initiated by Chairperson
	Approved / Denied
Minimal sedation / Anxiolysis	<b>7(1)(b)</b>
Moderate Sedation / Analgesia	
General Anesthesia	

**Credentiaing Criteria:** Required documentation for initial and renewal privileging of sedation:

**Minimal:** Appropriate narcotics licensing

**Moderate:** Demonstration of current clinical competence and ACLS (Provide list of verifiable successful performance of 10 procedures involving moderate sedation in the last 12 months if requested)

If you choose to apply for this Privileges, please submit documentation as indicated above. Please also indicate the number of times moderate sedation was administered by you over the last 12 month:

	0-10	11-25	26+
Moderate Sedation/Analgesia	_____	_____	_____

Please document any complications or adverse outcomes encountered over the last 12 months and list at which facility these cases were performed:

N/A

Please document your level of certification:  BCLS  ACLS

NOTE: All doctors are encouraged to maintain ACLS certification in conjunction with their sedation/analgesia Privileges.

**A. For Administrative Purposes Only**

Clinical Privileges recommendations approved by Governance.	
Governance Representative <u>7(1)(b)</u>	Date _____

Client#: 238549

WHOLEWOMAN5

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Marsh & McLennan Agency LLC, Somerset, NJ 08873. CONTACT NAME: Somerset Support Dept, PHONE: 732-469-3000, FAX: (AC. No):, E-MAIL ADDRESS: somersetclsupport@mma-ne.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Landmark American Insurance Company, NAIC #: 33138.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of insurance for Dr. Benjamin Brown

CERTIFICATE HOLDER: Whole Woman's Health of Peoria, LLC, 7405 North University #D, Peoria, IL 61614. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 7(1)(b)

Whole Woman's Health of Peoria

**DELINEATION OF CLINICAL PRIVILEGES**  
**Continuum of Depth of Sedation / Analgesia**

Applicant <b>Dr. Benjamin Brown</b>	Date <b>5.30.18</b>
-------------------------------------	---------------------

The granting, reviewing and changing of clinical Privileges will be in accordance with the Medical Staff Bylaws. Assignment of such clinical Privileges will be based on documentation of individual's education, clinical training, demonstrated skills, and capacity to manage procedurally related complications. Indicate procedures requested for which you do wish to be credentialed. Return this form with your application.

Procedures Depth of Sedation Continuum	Privileges Granted as Initialed by Chairperson
	Approved / Denied
Minimal sedation / Anxiolysis	<b>7(1)(b)</b>
Moderate Sedation / Analgesia	
General Anesthesia	

**Credentialing Criteria:** Required documentation for initial and renewal privileging of sedation:

**Minimal:** Appropriate narcotics licensing

**Moderate:** Demonstration of current clinical competence and ACLS (Provide list of verifiable successful performance of 10 procedures involving moderate sedation in the last 12 months if requested)

If you choose to apply for this Privileges, please submit documentation as indicated above. Please also indicate the number of times moderate sedation was administered by you over the last 12 month:

	0-10	11-25	26+
Moderate Sedation/Analgesia	_____	_____	_____

Please document any complications or adverse outcomes encountered over the last 12 months and list at which facility these cases were performed:

N/A

Please document your level of certification: \_\_\_\_\_ BCLS  ACLS

NOTE: All doctors are encouraged to maintain ACLS certification in conjunction with their sedation/analgesia Privileges.

**A. For Administrative Purposes Only**

Clinical Privileges recommendations approved by Governance.	
Governance Representative <b>7(1)(b)</b>	Date <b>5.30.18</b>

Whole Woman's Health of Peoria, LLC

DELINEATION OF CLINICAL PRIVILEGES

Gynecological

Applicant Dr. Benjamin Brown	Date 8.30.18
---------------------------------	-----------------

The granting, reviewing and changing of clinical Privileges will be in accordance with the Medical Staff Bylaws. Assignment of such clinical Privileges will be based on documentation of individual's education, clinical training, demonstrated skills, and capacity to manage procedurally related complications. Indicate procedures requested for which you do wish to be credentialed. Return this form with your application.

Outpatient		
Reading first and second trimester ultrasound	7(1)(b)	
1 <sup>st</sup> trimester		
2 <sup>nd</sup> trimester		
Medication Abortion		
1 <sup>st</sup> trimester		
2 <sup>nd</sup> trimester		
Dilation and extraction		

I certify that the applicant named above has met the requirements for approval of the requested Privileges.

*For Administrative Purposes Only*

Clinical Privileges recommendations approved by Governance	
Governance Representative 7(1)(b)	Date 8.30.18



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
--------	--------	---------	-----------	----------	--------	----------

						1	2
	TeleMife		Dr. Shah Full Session All Staff		TeleMife Bonnie RN, Bailey, Kathy		
3	Dawn RN, Bailey, Kathy	4 No Patients	5	6	7 No Patients	8	9
			Dr. Shah Full Session All Staff		TeleMife Dawn RN, Bailey, Kathy		
10 No Patients	11 No Patients	12	13	14 No Patients	15	16	
Dr. Shah Full Session All Staff	Training All Staff	Training All Staff		TeleMife Dawn RN, Bailey, Kathy	TeleMife 10 AM to 1:00 PM Dawn RN , Bailey, Kathy	22	23
17	18	19	20	21	22	23	
	TeleMife	Dr. Shah Full Session All Staff		TeleMife Bonnie RN, Bailey, Kathy			
24 No Patients	25	Dawn RN, Bailey, Kathy	26	27	28 No Patients	29	30

# JUNE

## 2018

### NOTES:

Dawn looking into June 12

1 2 3 4 5  
6 7 8 9 10 11 12  
13 14 15 16 17 18 19  
20 21 22 23 24 25 26  
27 28 29 30 31

1 2 3 4 5 6 7  
8 9 10 11 12 13 14  
15 16 17 18 19 20 21  
22 23 24 25 26 27 28  
29 30 31

MAY 2018

JULY 2018



# Whole Woman's Health of Peoria, LLC

## Policy – Safe Injection Practices

### Purpose

The purpose of this policy is to define and describe practices necessary to safeguard Whole Woman's Health patients and care-givers from the transmission of infection due to unsafe injection practices.

### Definitions

#### Aseptic Technique

A set of specific practices and procedures performed under carefully controlled conditions with the goal of minimizing contamination by pathogens.

#### Multi-dose Vial (MDV)

A multi-dose vial is a vial of liquid medication intended for parenteral administration (injection or infusion) that contains more than one dose of medication. Multi-dose vials are labeled as such by the manufacturer and typically contain an antimicrobial preservative to help prevent the growth of bacteria. The preservative has no effect on viruses and does not protect against contamination when healthcare personnel fail to follow safe injection practices.

**Single Dose Vial (SDV):** A single-dose or single-use vial is a vial of liquid medication intended for parenteral administration (injection or infusion) that is meant for use in a single patient for a single case/procedure/injection. Single-dose or single-use vials are labeled as such by the manufacturer and typically lack an antimicrobial preservative.

### Policy

1. Aseptic Technique is used for in the handling, preparing, and storing of medications and injection equipment/supplies.
2. Needles and Syringes
  - a. The rubber septum on a medication vial and diluents is disinfected with 70% alcohol and allowed to dry prior to piercing.
  - b. Needles, cannulae and syringes are sterile, single-use items. They should never be reused for another patient nor to access a medication or solution that might be used for a subsequent patient. This includes manufacturer prefilled syringes and cartridge devices such as insulin pens.
  - c. Never administer medications from a single syringe to multiple patients, even if the needle or cannula on the syringe is changed.
  - d. Remove sterile needle/cannula and/or syringe from package just prior to use.
  - e. Needles and syringes are not to be stored unwrapped as sterility cannot be assured.



## Whole Woman's Health of Peoria, LLC Telemife Checklist

- Patient checks in, and completes paperwork.
- Patient comes in for ultrasound: Sono tech sends the image to WWH email labeling the message with the patient's last name and first initial.
- Patient receives lab. – Patient Advocate
- Patient receives counseling. – Patient Advocate
- Patient receives H&P. - Provider
- Patient goes to Intake. – Patient Advocate
- While at intake, staff scans the sono image, medical abortion record, medical history, contraceptive history form and medical abortion consent to the physician on schedule with the subject line: patient's last name and first initial.
- Patient returns to consult room, meets with provider for an overview of the next steps:
  - Meet with MD
  - Answer any questions
  - Authorize provider to give out the medication
- Provider connects with the MD, presents the case, introduces patient.
- MD authorizes provider to give medication, and sends electronic signature to WWH email:

*"I, Dr. \_\_\_\_\_ Authorize \_\_\_\_\_ to dispense the medical abortion pill and misoprostol medication to Ms. \_\_\_\_\_ to be taken following the instructions given on site.*

*Signed: \_\_\_\_\_ "*
- Provider dispenses medication, documents the medical abortion record.
- Staff prints all electronic signatures, place them in the respective patient files, makes sure all records are completed, audited, and filed.
- Delete the following electronic files once you have ensured all electronic signatures have been filed:
  - From Email: All sent files, All received files.
  - From desktop: All patient information.
- Wrap up your day, do a little dance, pat yourself in the back, and go home 😊



## Whole Woman's Health

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### Standing Orders for Surgical Abortion:

Dr. Y Shah

Dr. L Lauren

Dr. B Brown

### Pre-Operative:

- The patient will receive an ultrasound to approximate gestation and to confirm an intrauterine pregnancy.
- The patient's medical history will be reviewed and the following will be documented and reviewed by MD:
  - Current or past history of seizures
  - Current vaginal infection
  - Recent hospitalization
  - Obstetrical/pregnancy history including C-sections
  - Major psychiatric illness
  - Any major surgery or medical condition
  - Any other abnormal aspects of medical history
  - Methadone or other opioid or anti-opioid medications
- The patient will receive lab work to establish the following:
  - Blood pressure with systolic between 90-140, diastolic between 50-90
  - Pulse between 50-120
  - Temperature between 96.8-100.4
  - Hemoglobin < 8
  - RH factor in blood (if negative and <12 weeks gestation the patient receives 50 mcg IM of Micrhogam, if >12 weeks gestation the patient receives 300 mcg IM of Rhogam)
  - The physician will be consulted if any of these values lie outside the normal range.
- The patient will receive counseling regarding alternatives to abortion, risks and benefits of abortion, the abortion procedure, and birth control methods. After counseling, the counselor will obtain written consent if an abortion is sought.

### Preoperative Medications:

- The patient may receive preoperative medications as follows:
  - Ativan 1 or 2mg
  - Metronidazole (Flagyl) 500 mg p.o. x one.
  - If the patient weighs 124 pounds or less she will receive 25 mg Promethazine p.o.; if she weighs 125 pounds or more she will receive 50 mg Promethazine p.o.
  - If nausea prevents the patient from tolerating p.o. meds she may receive 25 mg Promethazine IM.
  - If the patient does not receive Promethazine, or she is driving herself, she may receive 4mg Ondansetron (Zofran) p.o.
  - 800 mg Ibuprofen; if the patient is allergic to Ibuprofen she may receive 1000 mg Acetaminophen.
  - If the patient is driving herself she may receive 1,000 mg acetaminophen p.o. and 30-60 mg Ketorolac IM.
  - If a patient is anxious she may receive 5 mg Diazepam p.o.
  - If a patient receives Promethazine, any IV sedation, or Diazepam, she will be unable to drive after the procedure and will need to arrange transportation with a driver with whom she is acquainted (e.g., she cannot take a taxi home unescorted)
  - A patient will receive 600 mcg Misoprostol buccally 90 minutes pre-op if:
    - The patient's ultrasound measurement indicates 12 weeks LMP or greater.
    - The patient had laminaria inserted by the physician to prepare her cervix.

If a patient requests IV sedation she may receive medications as follows:

- 10 mg of Nubain IVP over 1-2 minutes.
- 2 to 2.5 mg of Versed (at doctor's discretion) IVP over 1-2 minutes.
- 0.4mg Atropine IVP over 1-2 minutes.

Or:

- Start Fentanyl 50- 100 mcg (at doctor's discretion) IVP over 1- 2 minutes. Add 50 mg.
- 2 to 2.5 mg of Versed (at doctor's discretion) IVP over 1-2 minutes.
- 0.4mg Atropine IVP over 1-2 minutes.
- Diazepam 5 mg as per MD's orders.
- If the patient is breastfeeding she will be instructed to discard her breastmilk for 24 hours after the procedure.



## Whole Woman's Health

- 5cc of either heparin solution (Heplock) or saline will be used to start the patient's IV before the procedure.
- If a patient experiences a vaso/vagal response she will receive 0.4mg Atropine IM or IV push by the doctor or by his/her appointee as directed by the doctor.
- In the event of an adverse reaction to Nubain, 0.4 mg of Narcan (Naloxone) IV/IM will be given.
- In the event of an adverse reaction to Versed, 0.2mg of Romazicon (Flumazenil) IV/IM will be given.
- During the procedure the patient will receive a paracervical block administered by the physician using 20 -25cc of premixed formula. The formula will be:
  - 45cc 1%Lidocaine
  - 5cc Sodium Bicarbonate
  - +/- epi 1:100, 000

The patient's blood pressure, respirations, LOC, pulse and O<sub>2</sub> saturation will be measured before, during, and after the surgical procedure.

Prescriptions may be given as follows:

- Contraceptive medication of patient's choice at doctor's discretion. Medication selected/given: documented on abortion record.
- Naproxen 500 mg # 30 q 12 hrs. PRN pain.
- Metronidazole 500 mg #4, 2 tabs po with food. 2 tabs 1 hr later.
- Methergine 0.2mg #8 1 tab po q 6 hrs. while awake, as per doctor's discretion
- If the patient tests positive for a UTI, the patient will receive a prescription for Macrobid 100 mg #14 1 cap bid for 7 days.
- Patient may receive an additional prescription if she experiences increased pain post-operatively:
  - Percocet 5/325 #10 prn
- The patient may receive a prescription for Diflucan (150 mg #1, 1 refill) if she experiences a yeast infection post-operatively.

### Aftercare Room

- Patients may be discharged from the recovery room when:
  - Blood pressure with systolic between 90-140, diastolic between 50-90
  - Pulse between 50-120
  - Temperature between 96.8-100.4°F. Patients who did not receive misoprostol pre-op with a temperature of 100.4 to 101.0°F should receive 2 grams of Rocephin after one hour and then may be discharged. Patients who did receive misoprostol pre-op with a temperature of 100.4 to 101.0°F should receive 500 mg of Acetaminophen 30-60 minutes after the temperature reading; if temperature is dropping patients may be discharged.
  - Bleeding is moderate or less
  - LOC is 10
  - Pain is controlled
  - Patient is ambulatory w/o dizziness
  - The patient is tolerating liquids and solids
  - The post-procedure care instruction sheet has been reviewed and given to the patient
  - The patient has received her prescriptions
- The following medications may be administered in the aftercare room:
  - Atropine 0.4 mg IV/IM
  - Phenergan 25 mg PO/suppository/IM
  - Methergine 0.2 mg PO/IM
  - Narcan (naloxone) 0.4 mg IV/IM
  - Romazicon 0.2 mg IV/IM
  - DMPA (Depo Provera) 150 mg IM
  - Pitocin 10 units IM
- Patients who received IV sedation will be observed in the recovery room for at least 45 minutes; patients who do not receive IV sedation will be observed in the recovery room for 45 minutes (or longer at doctor's discretion)

Deviations from standing orders per attending physician:

MD Signature: \_\_\_\_\_

7(1)(b)

Date: 5/30/18



Standing Orders for Medical Abortion with Mifeprex:

Dr. Y Shah  
Dr. L Lauren  
Dr. B Brown

See also:

*Protocol for Medical Abortion*  
*Protocol for In-Office Insertion of Cytotec*  
*Policy for Management of Mifeprex Log*

**Pre-Abortion**

- The patient will receive an ultrasound to approximate gestation and to confirm an intrauterine pregnancy. The patient must be 10 weeks LMP or fewer by ultrasound.
- The patient's medical history will be documented and reviewed by the MD:
  - Hemorrhagic disorders or concurrent anticoagulant therapy
  - Chronic adrenal failure
  - Heart or respiratory disease
  - Liver or kidney disease
  - Concurrent long-term systemic corticosteroid therapy
  - Confirmed or suspected ectopic pregnancy or undiagnosed adnexal mass
  - Inherited blood or bleeding disorders
  - IUD in place (must be removed)
  - Known allergy to Mifepristone, Misoprostol, or other prostaglandin
  - Sickle Cell Anemia, Leukemia, or Thalassemia
  - Inflammatory bowel disease
  - Seizure disorder or Epilepsy not controlled by medication
  - She is suffering from concurrent illness with significant diarrhea. Misoprostol often causes diarrhea.
  - She is suffering from systemic illness (consult the physician to determine the safest abortion method given her illness).
  - Any major surgery or medical condition
  - Any other abnormal aspects of medical history
- The patient will receive lab work to establish the following:
  - Blood pressure with systolic between 90-140, diastolic between 50-90
  - Pulse between 50-120
  - Temperature between 96.8-100.4
  - Hemoglobin >8
  - RH factor in blood (if negative and <12 weeks the patient receives 50 mcg IM of Microgam)
  - The physician will be consulted if any of these values lie outside the normal range.
- The patient will receive counseling regarding alternatives to abortion, risks and benefits of abortion, the abortion procedure, and birth control methods. After counseling, the counselor will obtain written consent if an abortion is sought.

The patient will receive pre abortion medications as follows:

- Metronidazole 500mg p.o. x one OR Levofloxacin 500mg given 1/2 hour before procedure PO
- If nausea prevents the patient from tolerating PO meds she may receive 25 mg promethazine IM, or .4mg Zofran.
- If the patient receives promethazine, she will be unable to drive herself home and will need to arrange transportation with a driver with whom she is acquainted (e.g., she cannot take a taxi home unescorted).

The patient will receive 200 mg Mifeprex (mifepristone), in the office, as directed by the physician.

The patient will be given 800 mcg Misoprostol and instructed to insert it buccally or vaginally 24-48 hours after taking Mifeprex. See *Protocol for Medical Abortion* for guidelines as to days, times, and location.

Prescriptions may be given as follows:

- Contraceptive medication of patient's choice at doctor's discretion
- Tylenol #3, #10, 1 tab q 6 hrs for pain OR
- Percocet #10, 1-2 tabs q. 4-6 prn hrs. for pain. If the patient is allergic to Percocet she may be given Ibuprofen 800 mg #10 q 4-6 hours prn cramping
- Promethazine 25mg #10, 1 tab q 4 hrs. prn for nausea.

Deviations from standing orders per attending physician:

MD Signature: \_\_\_\_\_

7(1)(b)

Date: \_\_\_\_\_

5-30-18



**Whole Woman's Health of Peoria, LLC**  
**Telemife Checklist**

- Patient checks in, and completes paperwork.
- Patient comes in for ultrasound: Sono tech sends the image to WWH email labeling the message with the patient's last name and first initial.
- Patient receives lab. – Patient Advocate
- Patient receives counseling. – Patient Advocate
- Patient receives H&P. - Clinician
- Patient goes to Intake. – Patient Advocate
- While at intake, staff scans the sono image, medical abortion record, medical history, contraceptive history form and medical abortion consent to the physician on schedule with the subject line: patient's last name and first initial.
- Patient returns to consult room, meets with clinician for an overview of the next steps:
  - Clinician connects with the MD, presents the case, introduces patient.
  - MD answers patient's questions
  - Authorize Clinician to give out the medication
- MD authorizes clinician to give medication, and sends electronic signature to WWH email:

*"I, Dr. \_\_\_\_\_ Authorize \_\_\_\_\_ to dispense the medical abortion pill and misoprostol medication to Ms. \_\_\_\_\_ to be taken following the instructions given on site.*

*Signed: \_\_\_\_\_"*

- Clinician dispenses medication, documents the medical abortion record.
- Staff prints all electronic signatures, place them in the respective patient files, makes sure all records are completed, audited, and filed.
- Delete the following electronic files once you have ensured all electronic signatures have been filed:
  - From Email: All sent files, All received files.
  - From desktop: All patient information.
- Wrap up your day, do a little dance, pat yourself in the back, and go home 😊



**Whole Woman's Health of Peoria, LLC**  
**Telemife Checklist**

Void

- Patient checks in, and completes paperwork.
- Patient comes in for ultrasound: Sono tech sends the image to WWH email labeling the message with the patient's last name and first initial.
- Patient receives lab. – Patient Advocate
- Patient receives counseling. – Patient Advocate
- Patient receives H&P. - Provider
- Patient goes to Intake. – Patient Advocate
  - While at intake, staff scans the sono image, medical abortion record, medical history, contraceptive history form and medical abortion consent to the physician on schedule with the subject line: patient's last name and first initial.
- Patient returns to consult room, meets with provider for an overview of the next steps:
  - Meet with MD
  - Answer any questions
  - Authorize provider to give out the medication
- Provider connects with the MD, presents the case, introduces patient.
- MD authorizes provider to give medication, and sends electronic signature to WWH email:

*"I, Dr. \_\_\_\_\_ Authorize \_\_\_\_\_ to dispense the medical abortion pill and misoprostol medication to Ms. \_\_\_\_\_ to be taken following the instructions given on site.*

*Signed: \_\_\_\_\_"*
- Provider dispenses medication, documents the medical abortion record.
- Staff prints all electronic signatures, place them in the respective patient files, makes sure all records are completed, audited, and filed.
- Delete the following electronic files once you have ensured all electronic signatures have been filed:
  - From Email: All sent files, All received files.
  - From desktop: All patient information.
- Wrap up your day, do a little dance, pat yourself in the back, and go home ☺





**Whole Woman's Health of Peoria**  
7405 N. University St., Peoria, IL 61614  
(309) 691-9073

January 23, 2018

Dear Dr. B. Brown

This letter serves as notification that you have been granted active admitting privileges at Whole Woman's Health of Peoria. These admitting privileges will be due for review on January 23, 2019.

Thank you,

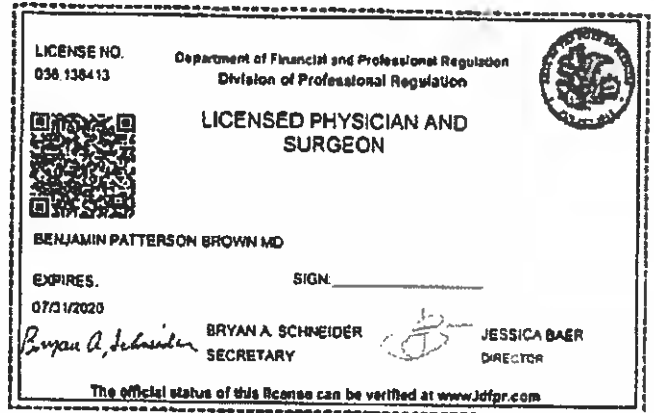
**7(1)(b)**

Amy Hagstrom Miller, CEO  
Chairperson, Governing Board  
Whole Woman's Health of Peoria



Cut on Dotted Line ✂

For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth, or SSIN number when contacting the IDFPR. Your Access ID is: 7(1)(b)



Cut on Dotted Line ✂

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	TEE PAID
7(1)(b)	07-31-2018	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3 3N,4,5	PRACTITIONER	09-01-2015
BROWN, BENJAMIN P (MD) UNIVERSITY OF CHICAGO MEDICINE, DEPT OF OB/GYN 5841 S MARYLAND AVE MC2050 CHICAGO, IL 60637		

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY. AND IT IS NOT VALID AFTER THE EXPIRATION DATE.**

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	TEE PAID
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Form DEA-223 (9/2016)

Whole Woman's Health of Peoria, LLC

DELINEATION OF CLINICAL PRIVILEGES

Gynecological

Applicant Dr. Benjamin Brown	Date 11/23/18
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The granting, reviewing and changing of clinical Privileges will be in accordance with the Medical Staff Bylaws. Assignment of such clinical Privileges will be based on documentation of individual's education, clinical training, demonstrated skills, and capacity to manage procedurally related complications. Indicate procedures requested for which you do wish to be credentialed. Return this form with your application.

Procedure	Requesting Physician
Outpatient	
Reading first and second trimester ultrasound	7(1)(b)
1 <sup>st</sup> trimester	
2 <sup>nd</sup> trimester	
Medication Abortion	
1 <sup>st</sup> trimester	
2 <sup>nd</sup> trimester	
Dilation and extraction	

I certify that the applicant named above has met the requirements for approval of the requested Privileges.

*For Administrative Purposes Only*

Clinical Privileges recommendations approved by Governance.	
Governance Representative 7(1)(b)	Date 11/23/18

Whole Woman's Health of Peoria

DELINEATION OF CLINICAL PRIVILEGES  
Continuum of Depth of Sedation / Analgesia

Applicant <b>Dr. Benjamin Brown</b>	Date <b>11/23/18</b>
-------------------------------------	----------------------

The granting, reviewing and changing of clinical Privileges will be in accordance with the Medical Staff Bylaws. Assignment of such clinical Privileges will be based on documentation of individual's education, clinical training, demonstrated skills, and capacity to manage procedurally related complications. Indicate procedures requested for which you *do wish* to be credentialed. Return this form with your application.

Procedures Depth of Sedation Continuum	Privileges Granted as Initialed by Chairperson	
	Approved	Denied
Minimal sedation / Anxiolysis	<b>7(1)(b)</b>	
Moderate Sedation / Analgesia		
General Anesthesia		

**Credentialing Criteria:** Required documentation for initial and renewal privileging of sedation:

- Minimal:** Appropriate narcotics licensing
- Moderate:** Demonstration of current clinical competence and ACLS (Provide list of verifiable successful performance of 10 procedures involving moderate sedation in the last 12 months if requested)

If you choose to apply for this Privileges, please submit documentation as indicated above. Please also indicate the number of times moderate sedation was administered by you over the last 12 month:

	0-10	11-25	26+
Moderate Sedation/Analgesia	_____	_____	_____

Please document any complications or adverse outcomes encountered over the last 12 months and list at which facility these cases were performed:

N/A

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Please document your level of certification: \_\_\_\_\_ BCLS  ACLS

NOTE: All doctors are encouraged to maintain ACLS certification in conjunction with their sedation/analgesia Privileges.

**A. For Administrative Purposes Only**

Clinical Privileges recommendations approved by Governance.	
Governance Representative <b>7(1)(b)</b>	Date _____

Client#: 238549

WHOLEWOMAN5

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Marsh & McLennan Agency LLC, One Executive Drive, Somerset, NJ 08873. CONTACT NAME: Somerset Support Dept, PHONE: 732-469-3000, FAX: (AC.No):, ADDRESS: somersetclisupport@mma-ne.com. INSURER(S) AFFORDING COVERAGE: Landmark American Insurance Company, NAIC #: 33138. INSURED: Dr. Benjamin Brown, Whole Woman's Health of Peoria, LLC, 7405 North University #D, Peoria, IL 61614.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers Liability, and Medical Malpractice.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance for Dr. Benjamin Brown

CERTIFICATE HOLDER: Whole Woman's Health of Peoria, LLC, 7405 North University #D, Peoria, IL 61614. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 7(1)(b)

Whole Woman's Health of Peoria

**DELINEATION OF CLINICAL PRIVILEGES**  
**Continuum of Depth of Sedation / Analgesia**

Applicant <b>Dr. Benjamin Brown</b>	Date <b>5.30.18</b>
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The granting, reviewing and changing of clinical Privileges will be in accordance with the Medical Staff Bylaws. Assignment of such clinical Privileges will be based on documentation of individual's education, clinical training, demonstrated skills, and capacity to manage procedurally related complications. Indicate procedures requested for which you do wish to be credentialed. Return this form with your application.

Procedures Depth of Sedation Continuum	Privileges Granted as Initialed by Chairperson	
	Approved	Denied
Minimal sedation / Anxiolysis	<b>7(1)(b)</b>	
Moderate Sedation / Analgesia		
General Anesthesia		

**Credentiaing Criteria:** Required documentation for initial and renewal privileging of sedation:

**Minimal:** Appropriate narcotics licensing

**Moderate:** Demonstration of current clinical competence and ACLS (Provide list of verifiable successful performance of 10 procedures involving moderate sedation in the last 12 months if requested)

If you choose to apply for this Privileges, please submit documentation as indicated above. Please also indicate the number of times moderate sedation was administered by you over the last 12 month:

	0-10	11-25	26+
Moderate Sedation/Analgesia	_____	_____	_____

Please document any complications or adverse outcomes encountered over the last 12 months and list at which facility these cases were performed:

N/A

Please document your level of certification: \_\_\_\_\_ BCLS  ACLS

NOTE: All doctors are encouraged to maintain ACLS certification in conjunction with their sedation/analgesia Privileges.

**A. For Administrative Purposes Only**

Clinical Privileges recommendations approved by Governance.	
Governance Representative <b>7(1)(b)</b>	Date <b>5.30.18</b>

Whole Woman's Health of Peoria, LLC

DELINEATION OF CLINICAL PRIVILEGES

Gynecological

Applicant Dr. Benjamin Brown	Date 8.30.18
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The granting, reviewing and changing of clinical Privileges will be in accordance with the Medical Staff Bylaws. Assignment of such clinical Privileges will be based on documentation of individual's education, clinical training, demonstrated skills, and capacity to manage procedurally related complications. Indicate procedures requested for which you do wish to be credentialed. Return this form with your application.

Outpatient		
Reading first and second trimester ultrasound	7(1)(b)	
1 <sup>st</sup> trimester		
2 <sup>nd</sup> trimester		
Medication Abortion		
1 <sup>st</sup> trimester		
2 <sup>nd</sup> trimester		
Dilation and extraction		

I certify that the applicant named above has met the requirements for approval of the requested Privileges.

*For Administrative Purposes Only*

Clinical Privileges recommendations approved by Governance.	
Governance Representative 7(1)(b)	Date 8.30.18





**Whole Woman's Health of Peoria**  
7405 N. University St., Peoria, IL 61614  
(309) 691-9073

September 12, 2017

Dear Dr. L. Laursen,

This letter serves as notification that you have been granted active admitting privileges at Whole Woman's Health of Peoria. These admitting privileges will be due for review on September 12, 2018.

Thank you,

**7(1)(b)**

Amy Hagstrom Miller, CEO  
Chairperson, Governing Board  
Whole Woman's Health of Peoria

Whole Woman's Health of Peoria, LLC

DELINEATION OF CLINICAL PRIVILEGES

Gynecological

Applicant Dr. Laura Larsen	Date 5.30.18
-------------------------------	-----------------

The granting, reviewing and changing of clinical Privileges will be in accordance with the Medical Staff Bylaws. Assignment of such clinical Privileges will be based on documentation of individual's education, clinical training, demonstrated skills, and capacity to manage procedurally related complications. Indicate procedures requested for which you do wish to be credentialed. Return this form with your application.

Outpatient	7(1)(b)
Reading first and second trimester ultrasound	7(1)(b)
1 <sup>st</sup> trimester	7(1)(b)
2 <sup>nd</sup> trimester	7(1)(b)
Medication Abortion	7(1)(b)
1 <sup>st</sup> trimester	7(1)(b)
2 <sup>nd</sup> trimester	7(1)(b)
Dilation and extraction	7(1)(b)

I certify that the applicant named above has met the requirements for approval of the requested Privileges.

*For Administrative Purposes Only*

Clinical Privileges recommendations approved by Governance	
Governance Representative	Date 5.30.18

Whole Woman's Health of Peoria

**DELINEATION OF CLINICAL PRIVILEGES**  
Continuum of Depth of Sedation / Analgesia

Applicant <b>Dr. Laura Laursen</b>	Date <b>8-30-18</b>
------------------------------------	---------------------

The granting, reviewing and changing of clinical Privileges will be in accordance with the Medical Staff Bylaws. Assignment of such clinical Privileges will be based on documentation of individual's education, clinical training, demonstrated skills, and capacity to manage procedurally related complications. Indicate procedures requested for which you do wish to be credentialed. Return this form with your application.

Procedures Depth of Sedation Continuum	Privileges Granted as Initialed by Chairperson	
	Approved	Revised
Minimal sedation / Anxiolysis	<b>7(1)(b)</b>	
Moderate Sedation / Analgesia		
General Anesthesia		

**Credentiaing Criteria:** Required documentation for initial and renewal privileging of sedation:

- Minimal:** Appropriate narcotics licensing
- Moderate:** Demonstration of current clinical competence and ACLS (Provide list of verifiable successful performance of 10 procedures involving moderate sedation in the last 12 months if requested)

If you choose to apply for this Privileges, please submit documentation as indicated above. Please also indicate the number of times moderate sedation was administered by you over the last 12 month:

Moderate Sedation/Analgesia      0-10      11-25      26+

\_\_\_\_\_

Please document any complications or adverse outcomes encountered over the last 12 months and list at which facility these cases were performed:

N/A

Please document your level of certification:     BCLS     ACLS

NOTE: All doctors are encouraged to maintain ACLS certification in conjunction with their sedation/analgesia Privileges.

**A. For Administrative Purposes Only**

Clinical Privileges recommendations approved by Governance.	
Governance Representative <b>7(1)(b)</b>	Date <b>8-30-18</b>



**State of Illinois**  
Department of Financial and Professional Regulation  
Division of Professional Regulation

LICENSE NO  
038.139557

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

EXPIRES  
07/31/2020

LICENSED PHYSICIAN AND SURGEON



LAURA ELIZABETH LAURSEN MD  
LAURA LAURSEN  
5841 S MARYLAND AVE MC2050  
CHICAGO, IL 60637



*Bryan A. Schneider*

BRYAN A SCHNEIDER  
SECRETARY

*Jessica Baer*

JESSICA BAER  
DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

1160904

Cut on Dotted Line ✂

For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: **7(1)(b)**



LICENSE NO  
038.139557

Department of Financial and Professional Regulation  
Division of Professional Regulation



LICENSED PHYSICIAN AND  
SURGEON

LAURA ELIZABETH LAURSEN MD

EXPIRES  
07/31/2020

SIGN \_\_\_\_\_

*Bryan A. Schneider*

BRYAN A SCHNEIDER  
SECRETARY

*Jessica Baer*

JESSICA BAER  
DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

Cut on Dotted Line ✂



DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
7(1)(b)	03-31-2019	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5.	PRACTITIONER	07-15-2016
LAURSEN, LAURA 5841 S. MARYLAND AVE., MC 2050 CHICAGO, IL 60637-0000		

**CONTROLLED SUBSTANCE/REGULATED CHEMICAL  
REGISTRATION CERTIFICATE**  
**UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION  
WASHINGTON D.C. 20537**

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.**

Form DEA 223/511 (4/07)

**REPORT  
CHANGES  
PROMPTLY**

**REQUESTING MODIFICATIONS TO YOUR  
REGISTRATION CERTIFICATE**

To request a change to your registered name, address, the drug schedule or the drug codes you handle, please

1. visit our web site at [deainformation.usdoj.gov](http://deainformation.usdoj.gov) - or
2. call our customer Service Center at 1-(800) 882-9539 - or
3. submit your change(s) in writing to:  
Drug Enforcement Administration  
P.O. Box 2639  
Springfield, VA 22162-2639

See Title 21 Code of Federal Regulations, Section 1301.51 for complete instructions.

----- You have been registered to handle the following chemical/drug codes: -----



**Whole Woman's Health of Peoria**  
*Transforming Healthcare One Woman at a Time*  
7405 N. University St. Ste. D, Peoria IL, 61614

June 18, 2015

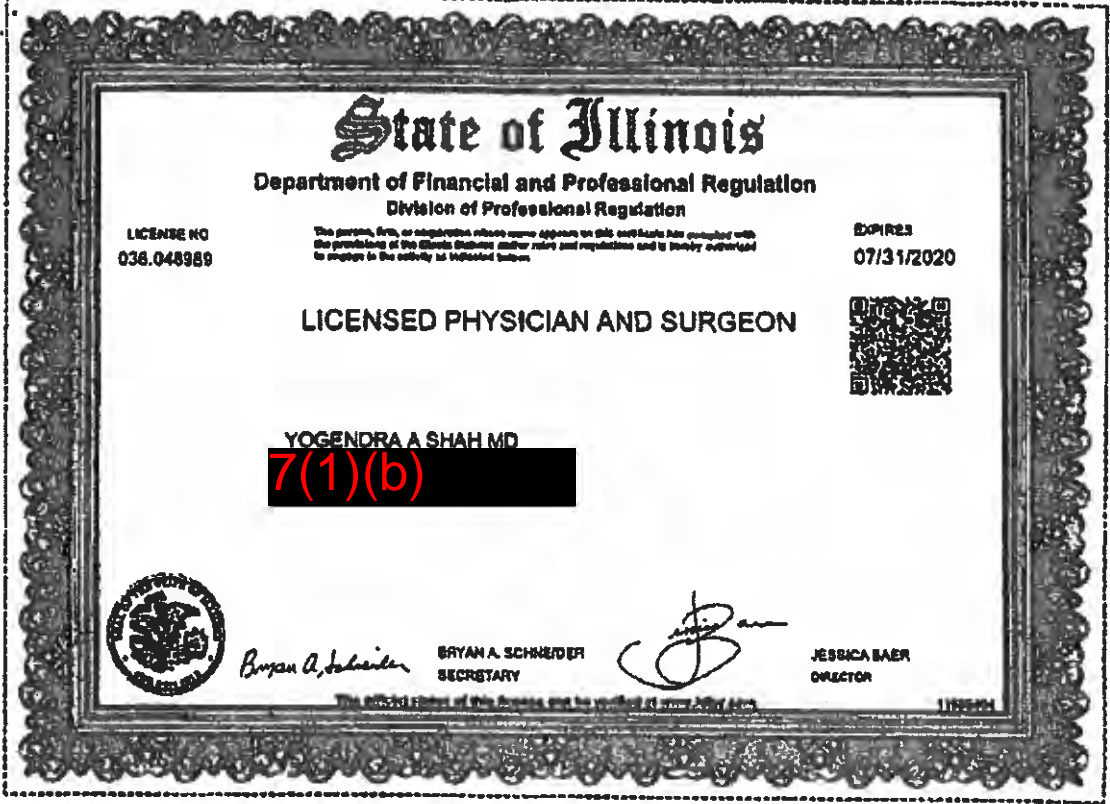
Dear Dr. Shah,

The present serves as notification that you have been granted active admitting privileges at Whole Woman's Health of Peoria, LLC. These privileges extend for the duration of your independent contact agreement.

Thank you,

**7(1)(b)**

Amy Hagstrom Miller, CEO  
Chairperson, Governing Body  
Whole Woman's Health



LICENSE NO  
036.048989

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

EXPIRES  
07/31/2020

LICENSED PHYSICIAN AND SURGEON



YOGENDRA A SHAH MD

7(1)(b)



*Bryan A. Schneider*

BRYAN A. SCHNEIDER  
SECRETARY

*Jessica Baer*

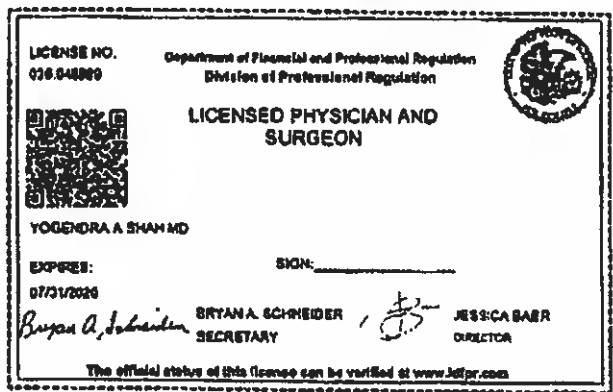
JESSICA BAER  
DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

1102004

Cut on Dotted Line ✂

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LICENSE NO.  
036.048989

Department of Financial and Professional Regulation  
Division of Professional Regulation



LICENSED PHYSICIAN AND  
SURGEON



YOGENDRA A SHAH MD

EXPIRES:  
07/31/2020

SIGN: \_\_\_\_\_

*Bryan A. Schneider*

BRYAN A. SCHNEIDER  
SECRETARY

*Jessica Baer*

JESSICA BAER  
DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

Cut on Dotted Line ✂



959/895  
 1: SHAH, YOGENDRA AMBALAL MD  
 4: 1602 21ST STREET  
 GRANITE CITY, IL 62040-0000



DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEES PAID
7(1)(b)	02-29-2020	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	PRACTITIONER	02-09-2017
SHAH, YOGENDRA AMBALAL MD		
7(1)(b)		

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON D C 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.**

Form DEA-223 (9/2016)

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON D.C 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEES PAID
7(1)(b)	02-29-2020	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	PRACTITIONER	02-09-2017
SHAH, YOGENDRA AMBALAL MD		
7(1)(b)		

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.**

## CURRICULUM VITAE

**NAME:** Yogendra Shah, M.D.F.A.C.O.G.

**DATE:** 7(1)(c), 1946

**PLACE OF BIRTH:** 7(1)(c)

**MARTIAL STATUS:** 7(1)(c)

### UNIVERSITIES

**ATTENDED:** S.P. University  
V.V. Nagar, Gurjarat, India

Pre-Medical-May 1965  
Faculty of Science, M.S. University

Doctor of Medicine-October 1969  
M.S. University School of Medicine, India

### PROFESSIONAL TRAINING

**INTERNSHIP:** Type-Rotating  
S.S.G. Hospital  
Baroda, Gurjarat, India

Mount Sinai Hospital Medical Center  
Chicago, Illinois  
July 1971-June 1972

**RESIDENCY:** Type-Pathology (One Year)  
Methodist Hospital of Central Illinois  
Peoria, Illinois  
July 1972-June 1973

**Type-Obstetrics and Gynecology**

**Homer G. Phillips Hospital**

**St. Louis, Missouri**

**July 1973-June 1976**

**FELLOWSHIP: Clinic Obstetrics and Gynecology**

**St. Luke's Hospital West**

**Chesterfield, Missouri**

**July 1976-June 1977**

**BOARD STATUS: Board Certified-November 9, 1979**

**American Board of Obstetrics & Gynecology**

**Voluntarily Re-certified - June 26, 1995**

**Voluntarily Re-certified - 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007,  
2008, 2009, 2010, 2011, 2012, 2013, 2014**

**FELLOWSHIP: American College of Obstetricians and Gynecology**

**December 1980**

**EXPERIENCE: Family Planning Medical Officer**

**Sadhli, Gujarat, India**

**January 1971 - May 1971**

**Private Practice**

**3165 Myrtle Avenue**

**Granite City, Illinois 62040**

**July 1977 - 2015**

**HONORS**

**AND AWARDS: Higher Education and Scholarship**

**Gujarat Government, India**

**June 1964- October 1969**

**COMMITTEE**

**MEMBERSHIP:**

**Chairman-Department of OB/GYN  
Anderson Hospital  
1994-1996**

**Executive Committee  
Anderson Hospital  
1194-1996**

**Chairman-Department of OB/GYN  
Gateway Regional Medical Center  
(Formerly St. Elizabeth Medical Center)  
1991-2000**

**Performance Improvement Committee  
1991-2000**

**Credential Committee-Member  
Gateway Regional Medical Center  
2003 - Present**

**Various Committees Member - Gateway Regional and Anderson Hospital  
1977- Present**

**STATE LICENSES:**

**Flex, June 1973- Missouri and Illinois**

**HOSPITAL PRIVILEGES:**

**Gateway Regional Medical Center (Formerly St. Elizabeth Medical Center)**

**Active Staff - 1977 - 2015**

**Courtesy 2015- Present**

**Oliver Anderson Hospital - Active Staff  
1977-2015**

**PAPERS PUBLISHED:**

**Bibliographies**

**"Outpatient Laparoscopy with Local Anesthesia"  
International Journal of Gynecology and Obstetrics**

**Volume 17, Number 4, January-February 1980  
p379-381**

**"Combined Intra and Extra-Uterine Pregnancy"  
A Diagnostic Challenge  
Journal of Reproductive Medicine  
Volume 25, Number 5, November 1980  
p290-292**

**MEDICAL DIRECTOR: Whole Woman's Health of Peoria – June 2015 - Present**

**The Hope Clinic for Women - July 1987- Present**

**Madison County Urban League - 1998 - 2015**

Whole Woman's Health of Peoria  
**DELINEATION OF CLINICAL PRIVILEGES**  
 Gynecological

Applicant Dr. Yogendra Shah	Date 05-30-2018
--------------------------------	--------------------

The granting, reviewing and changing of clinical Privileges will be in accordance with the Medical Staff Bylaws. Assignment of such clinical Privileges will be based on documentation of individual's education, clinical training, demonstrated skills, and capacity to manage procedurally related complications. Indicate procedures requested for which you do wish to be credentialed. Return this form with your application.

Gynecological	Requested	Privileges Granted as Initialed by MAB	
		Approved	Denied
<b>GENERAL PRIVILEGES</b>			
<i>General Clinical Privileges customary to the practice of obstetrics and gynecology</i>			
Outpatient	7(1)(b)		
<b>SPECIFIC PRIVILEGES</b>			
<i>Ultrasound</i>			
Reading and interpret first and second trimester ultrasound	7(1)(b)		
<b>OBSTETRICAL SURGICAL PROCEDURES</b>			
<i>Abortion Spontaneous</i>	7(1)(b)		
1 <sup>st</sup> trimester			
2 <sup>nd</sup> trimester			
<i>Induced</i>			
Medication Abortion			
1 <sup>st</sup> trimester			
2 <sup>nd</sup> trimester			
Dilation and extraction			
Amniocentesis			
Invitro fertilization			

I certify that I am competent to perform the procedures requested by virtue of my education, training and experience.

Applicant's Signature 7(1)(b)	Date 05/30/2018
-------------------------------	--------------------

I certify that the applicant named above has met the requirements for approval of the requested Privileges.

*For Administrative Purposes Only*

<i>Clinical Privileges recommendations approved by Governance.</i>	
Governance Representative 7(1)(b)	Date 5/20/18

Whole Woman's Health of Peoria

**DELINEATION OF CLINICAL PRIVILEGES**  
Continuum of Depth of Sedation / Analgesia

Applicant <b>Dr. Yogendra Shah</b>	Date <b>05/29/2018</b>
------------------------------------	------------------------

The granting, reviewing and changing of clinical Privileges will be in accordance with the Medical Staff Bylaws. Assignment of such clinical Privileges will be based on documentation of individual's education, clinical training, demonstrated skills, and capacity to manage procedurally related complications. Indicate procedures *requested* for which you *do* wish to be credentialed. Return this form with your application.

Procedures Depth of Sedation Continuum	Requested	Privileges Granted as Initiated by MAB	
		Approved	Denied
Minimal sedation / Anxiolysis	7(1)(b)	7(1)(b)	
Moderate Sedation / Analgesia			
General Anesthesia			

**Credentialing Criteria:** Required documentation for initial and renewal privileging of sedation:

**Minimal:** Appropriate narcotics licensing

**Moderate:** Demonstration of current clinical competence and ACLS (Provide list of verifiable successful performance of 10 procedures involving moderate sedation in the last 12 months if requested)

If you choose to apply for this Privileges, please submit documentation as indicated above. Please also indicate the number of times moderate sedation was administered by you over the last 12 month:

Moderate Sedation/Analgesia      0-10      11-25      26+

\_\_\_\_\_

Please document any complications or adverse outcomes encountered over the last 12 months and list at which facility these cases were performed:

\_\_\_\_\_

\_\_\_\_\_

Please document your level of certification:       BCLS       ACLS

NOTE: All doctors are encouraged to maintain ACLS certification in conjunction with their sedation/analgesia Privileges.

I attest that I am qualified and competent to perform the Class of Anesthesia I have indicated on the Delineation of Privileges for Sedation. I understand by requesting and/or signing does not automatically grant this Privileges.

Applicant's Signature <b>7(1)(b)</b>	Date <b>5-30-18</b>
--------------------------------------	---------------------

**A. For Administrative Purposes Only**

Clinical Privileges recommendations approved by Governance	
Governance Repres <b>7(1)(b)</b>	Date <b>5-30-18</b>

Client#: 238549

WHOLEWOMANS

ACORD

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
8/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC One Executive Drive Somerset, NJ 08873	<b>CONTACT NAME:</b> PHONE (AG, No. Ext): FAX (AG, No.): E-MAIL ADDRESS: somersetcsupport@mma-ne.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Whole Woman's Health of Peoria, LLC 7405 North University #D Peoria, IL 61614	<b>INSURER A:</b> Landmark American Insurance Com	NAIC # 33138
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE	TYPE OF INSURANCE	ADDITIONAL INSURER (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES FOR <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea Accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE COB    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		7(1)(b) Retro Date	06/24/2017 06/24/2015	06/24/2018	\$1,000,000 Each Claim \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Insurance

<b>CERTIFICATE HOLDER</b> Whole Woman's Health of Peoria, LLC 7405 North University #D Peoria, IL 61614	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 7(1)(b)
--	---



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
--------	--------	---------	-----------	----------	--------	----------

					1	2
	TeleMife		Dr. Shah Full Session All Staff		TeleMife Bonnie RN, Bailey, Kathy	
3	Dawn RN, Bailey, Kathy	4	5	6	7	8
			Dr. Shah Full Session All Staff		TeleMife Dawn RN, Bailey, Kathy	9
10		11	12	13	14	15
	Dr. Shah Full Session All Staff	Training All Staff	Training All Staff		TeleMife Dawn RN, Bailey, Kathy	TeleMife 10 AM to 1:00 PM Dawn RN, Bailey, Kathy
17		18	19	20	21	22
		TeleMife Dawn RN, Bailey, Kathy	Dr. Shah Full Session All Staff		TeleMife Bonnie RN, Bailey, Kathy	23
24		25	26	27	28	29
						30

# JUNE

## 2018

1 2 3 4 5  
6 7 8 9 10 11 12  
13 14 15 16 17 18 19  
20 21 22 23 24 25 26  
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22 23 24 25 26 27 28  
29 30 31

### NOTES:

Dawn looking into June 12, 22.

MAY 2018

JULY 2018



# Whole Woman's Health of Peoria, LLC

## Policy – Safe Injection Practices

### Purpose

The purpose of this policy is to define and describe practices necessary to safeguard Whole Woman's Health patients and care-givers from the transmission of infection due to unsafe injection practices.

### Definitions

#### Aseptic Technique

A set of specific practices and procedures performed under carefully controlled conditions with the goal of minimizing contamination by pathogens.

#### Multi-dose Vial (MDV)

A multi-dose vial is a vial of liquid medication intended for parenteral administration (injection or infusion) that contains more than one dose of medication. Multi-dose vials are labeled as such by the manufacturer and typically contain an antimicrobial preservative to help prevent the growth of bacteria. The preservative has no effect on viruses and does not protect against contamination when healthcare personnel fail to follow safe injection practices.

Single Dose Vial (SDV): A single-dose or single-use vial is a vial of liquid medication intended for parenteral administration (injection or infusion) that is meant for use in a single patient for a single case/procedure/injection. Single-dose or single-use vials are labeled as such by the manufacturer and typically lack an antimicrobial preservative.

### Policy

1. Aseptic Technique is used for in the handling, preparing, and storing of medications and injection equipment/supplies.
2. Needles and Syringes
  - a. The rubber septum on a medication vial and diluents is disinfected with 70% alcohol and allowed to dry prior to piercing.
  - b. Needles, cannulae and syringes are sterile, single-use items. They should never be reused for another patient nor to access a medication or solution that might be used for a subsequent patient. This includes manufacturer prefilled syringes and cartridge devices such as insulin pens.
  - c. Never administer medications from a single syringe to multiple patients, even if the needle or cannula on the syringe is changed.
  - d. Remove sterile needle/cannula and/or syringe from package just prior to use.
  - e. Needles and syringes are not to be stored unwrapped as sterility cannot be assured.



## Whole Woman's Health of Peoria, LLC

- f. Do not leave needles or other devices left inserted in any vial septum for multiple withdrawals.
  - g. Do not prepare medication in one syringe to transfer to another syringe unless specifically called for in the reconstitution of a medication
  - h. Do not draw solution out of another syringe through a rubber stopper
3. Vials, ampoules and pre-filled syringes
- a. Use single-dose vials for parenteral medications whenever possible.
  - b. Single dose (single use) medication vials/ampoules/prefilled syringes are used for only one patient.
  - c. Do not administer medications from single-dose vials, ampoules or prefilled syringes to multiple patient or combine leftover contents for later use.
  - d. Any medication left over in a single-dose container after patient use must be discarded. It cannot be stored for future use, even on the same patient.
  - e. Medications are not to be stored in caregiver or provider clothing or pockets.
  - f. Limit the use of multidose vials and dedicate them to a single patient, whenever possible.
    - i. If multidose vials must be used, both the needle or cannula and syringe used to access the multidose vial must be sterile.
    - ii. Multi-dose vials to be used for more than one patient are kept in a centralized medication area.
  - g. Dispose of opened multidose vials 28 days after opening, unless specified otherwise by the manufacturer, or sooner if sterility is questioned or compromised. Vials must be labeled with the "do not use after" date when opened.
    - i. Exception: Vaccines do not follow 28 date discard. Vaccines follow manufacturers' expiration date.
  - h. Follow manufacturer's instructions for refrigeration.
  - i. Open vials brought in from patient's home are prohibited.



**Whole Woman's Health of Peoria**

*Transforming Healthcare One Woman at a Time*

7405 N. University St. Ste. D, Peoria IL, 61614

June 18, 2015

Dear Dr. Shah,

The present serves as notification that you have been granted active admitting privileges at Whole Woman's Health of Peoria, LLC. These privileges extend for the duration of your independent contact agreement.

Thank you,

**7(1)(b)**

Amy Hagstrom Miller, CEO  
Chairperson, Governing Body  
Whole Woman's Health



**Whole Woman's Health of Peoria**  
7405 N. University St., Peoria, IL 61614  
(309) 691-9073

May 30, 2018

Dear Dr. Yogendra Shah,

This letter serves as notification that you have been granted active admitting privileges at Whole Woman's Health of Peoria. You also serve as the Medical Director for the clinic. These admitting privileges will be due for review on May 31, 2019.

Thank you,

**7(1)(b)**

Amy Hagstrom Miller, CEO  
Chairperson, Governing Board  
Whole Woman's Health of Peoria

**INDEPENDENT CONTRACTOR AGREEMENT  
MEDICAL DIRECTOR/CONSULTANT**

The Independent Contractor Agreement (the "Agreement") is entered into by and between Whole Woman's Health of the Peoria, LLC ("WWH") and the physician who executes this Agreement (the "Physician").

**RECITALS:**

- A. WWH is a Illinois limited liability company that operates a woman's medical clinic.
- B. The Physician is presently licensed by the Illinois State Board of Medical Practice to practice medicine in the State of Illinois.
- C. WWH desires to obtain the services of the Physician, and the Physician desires to perform certain services as an independent contractor for WWH according to the terms, conditions, and provisions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

**ARTICLE I  
TERM AND TERMINATION**

The term of this Agreement shall be for one (1) year commencing on the Effective Date of this Agreement. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party. This Agreement shall be automatically renewed for additional one year terms, unless either party provides the other party written notice of termination thirty (30) days before the end of the then applicable term.

**ARTICLE II  
STATUS AND DUTIES**

**2.01. Independent Contractor:** The parties agree that the relationship between them is that of independent contractors. It is hereby understood and agreed that WWH may not and will not supervise, manage, operate, control, or direct the activities of the Physician, nor can WWH control the means by which the Physician performs his obligations under the terms of this Agreement.

**2.02. Part-time Contractor:** WWH hereby agrees to contract with the Physician on an as-needed basis, and the Physician hereby agrees to perform services and duties under this Agreement on an as-needed basis as an independent contractor and not as a common law employee, an agent, or a partner of WWH. The Physician agrees to provide WWH with thirty (30) days notice or arrange for coverage if the Physician will have to miss a day that the Physician has previously agreed to work in order to enable WWH to find a substitute.

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**2.03. Medical Director:** The Doctor will serve as Medical Director for the LLC. The responsibilities of the Medical Director are as follows:

- (a) Supervision of medical services provided at the facility, including; nursing, clinical, and laboratory.
- (b) Supervision of controlled substances – medications/logs.
- (c) Supervise quality assurance by participating in quarterly meetings, random chart reviews, complication and re-suction reviews, and periodic meetings with other facility providers (if needed).
- (d) Provide for or assist in arranging after hours coverage support for WWH staff/nurse on call – for patient problems and possible emergencies.
- (e) Maintain standing orders for routine patient care provided by ancillary staff, nurse triage, routine follow-up visits, pre and post op medications, and related matters.
- (e) Be an available resource for Nurse Practitioner, nursing team and clinic staff for both the Gyn and Abortion Care practice.
- (f) CLIA – function as Laboratory Director. Review CLIA compliance and proficiency testing as required.
- (g) Help the recruit providers for the facility as needed.
- (h) Network within the medical community in the facility's service area.
- (i) Participate in regulatory inspection process, including, but not limited to CLIA and NAF.
- (j) Review services offered, research and recommend new services or changes to protocols, materials, administration, dosing, and similar matters.
- (k) Annual review of facility practice guidelines, procedures and protocols.
- (l) Review crash cart and evaluate facility preparedness for an emergency. Review/triage abnormal lab results.
- (m) Supervise any training programs for physicians or residents such as the Ryan program for abortion training.
- (n) Direct any research projects conducted at our facility.

**2.04. Duties of Physician:** During the term of this Agreement, the Physician will render medical care and treatment consistent with the Physician's licensing and medical specialty on behalf of WWH pursuant to (i) agreements that WWH has with hospitals, institutions, third-party payors, or physicians; and (ii) referrals from other physicians. Furthermore, the Physician agrees to the following:

- (a) The Physician will keep and maintain (or cause to be kept and maintained) in a timely fashion accurate and appropriate records relating to all professional services rendered by the Physician under this Agreement and timely prepare and attend to, in connection with such services, all reports, claims, and correspondence necessary and appropriate in the circumstances or as WWH may from time to time reasonably require;
- (b) The Physician will review and follow the Clinical and Policy Guidelines of the National Abortion Federation;
- (c) The Physician will in a timely fashion, record (or cause to be recorded), into each patient's medical chart, medical findings, test results, diagnosis, and prescribed treatment;
- (d) The Physician will supervise training physicians, mid-level providers (such as Nurse Practitioners, Nurse Midwives, and Physician's Assistants), and ancillary medical staff (such as nurses and medical assistants).
- (e) The Physician is free to exercise the Physician's own professional judgment regarding any particular patient.
- (f) The Physician will submit to and participate in quality assurance, peer review, risk management, and utilization review programs on behalf of WWH pursuant to agreements that WWH has with hospitals, institutions, third-party payors, or physicians.
- (i) Review standing orders and all protocols. Recommend changes in writing to clinic management team.

**2.03. Licensure.** The Physician will be duly licensed or have certification at the beginning of this Agreement and maintain at all times during the term of this Agreement the following:

- (a) Current license in the State of Illinois to practice medicine;
- (b) Current unrestricted federal Drug Enforcement Agency certificate;
- (c) Current Cardiac Pulmonary Resuscitation (CPR) Certificate or Advanced Cardiac Life Support (ACLS Certificate).

The Physician shall provide documentation of the above licenses and certifications prior to rendering services under this Agreement and will provide renewal licenses or certificates, as appropriate, during



the term of this Agreement. Physician will comply with and be governed by the ethics and standards of care of the medical profession.

### ARTICLE III COMPENSATION

**3.01. Compensation as Medical Director:** The LLC will cover all annual licensure expenses and will waive all malpractice fees for the Medical Director. The Doctor shall also be paid \$5.00 for each abortion performed at the LLC for acting as Medical Director.

**3.02. Compensation.** As compensation for the Physician providing medical services hereunder, WWH will pay the Physician per procedure as follows:

- \$ 70.00 for medication abortion, including telemedicine;
- \$ 70.00 for surgical abortion to 12 weeks LMP
- \$ 100.00 for surgical abortion from 12.1 to 16.0 weeks LMP
- \$ 150.00 for surgical abortion from 16.1 to 18.0 weeks LMP

Gynecology visits will be paid as follows:

- IUD insertion: \$35.00
- Nexplanon insertion: \$45.00

**3.03. Payment.** The Physician will be paid bi-weekly via direct deposit on the clinic's payroll for medical care provided for the clinic sites. The physician will be reimbursed for mileage in travel to/from the clinic according to the current IRS rates. The Physician will receive from WWH an itemized statement from WWH reflecting the Physician's compensation under Section 3.01 of this Agreement.

**3.04. No Other Benefits.** The compensation described in Sections 3.01 hereof will be the Physician's sole compensation hereunder. The Physician expressly and irrevocably transfers, assigns, or otherwise conveys to WWH any and all rights, privileges, or other basis the Physician has or may not have to collect or account for fees, whether in cash, goods, or other items of value resulting from or incident to the Physician's performance of services on behalf of WWH pursuant to this Agreement. Since it is the intent of the parties for the Physician to be an independent contractor hereunder, the Physician is solely responsible for the costs and expenses related to any life, accident, disability, continuing medical education expenses, and benefits. The Physician is not entitled to participate in any pension plan, 4.01(k) plan, profit-sharing plan, or similar benefit plan, or other employee benefits available generally to employees of WWH. The WWH will have no responsibility for (i) withholding or payment of FICA taxes on behalf of the Physician; (ii) withholding or payment of federal income taxes on behalf of the Physician; or (iii) withholding or payment of any other state or federal taxes that WWH would otherwise be required to pay if the Physician were an employee of WWH. The Physician will be solely responsible for withholding amounts for, and payment of, (i) federal income taxes due on the compensation paid to the Physician hereunder, (ii) the Physician's self-employment taxes, and (iii) any other applicable state or federal taxes.

**ARTICLE IV  
INSURANCE**

WWH shall provide professional liability insurance. The Physician must cooperate and provide the necessary information and documentation requested by WWH to obtain the necessary coverage for the Physician. WWH is responsible for the payment of the premiums. Those physicians carrying their own malpractice insurance that will cover them for work at WWH will be paid an additional \$10.00 per abortion procedure.

**ARTICLE V  
PATIENTS, CASE RECORDS, AND HISTORIES**

The Physician acknowledges that all patients seen by the Physician pursuant to, and during the term of, this Agreement are WWH's patients. All reports, x-ray films, or other imaging materials, slides, medical data, medical records, patient lists, fee books, patient records, files and other documents or copies thereof, and other confidential information of any kind pertaining to WWH's business, sales, financial conditions, products, or medical activities to which the Physician may have access, belong to and will remain the property of WWH. The Physician further agrees to keep confidential and not to use or to disclose to others, except as expressly required in writing from WWH or by law, any and all items described in this Article V.

**ARTICLE VI  
INDEMNITY**

The Physician shall indemnify and save harmless WWH, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the Physician or its agents, subcontractors, or employees, in the execution or performance of this Agreement, and the failure of the Physician to perform any agreement or covenant required by this Agreement, including obtaining and maintaining the professional liability insurance required in Article IV of this Agreement.

**ARTICLE VII  
CONFIDENTIALITY**

All information relating to WWH's operations, management, or financial status shall be treated as confidential by the Physician (the "Confidential Information"). The Confidential Information shall be and remain Confidential Information both during and after the termination of this Agreement, and shall not be released or disclosed by the Physician unless WWH has given its express prior written consent to such disclosure, which consent must specifically identify the Confidential Information to be disclosed by the Physician, and the nature of disclosure for which consent is given. In the event of a breach by the Physician of the provisions of this Article VII, WWH shall be entitled, at WWH's discretion, to exercise all available remedies at law or in equity

against the Physician, including without limitation, the right to terminate this Agreement and the right to an injunction restraining the Physician from disclosing, in whole or in part, any such information or from rendering services to any person, firm or corporation to whom any of such information may have been disclosed or is threatened to be disclosed. The provisions of this Article VII shall continue to be binding upon the Physician in accordance with its terms after termination of this Agreement for any reason.

#### ARTICLE VIII CONDUCT AND EXPECTATIONS

Teamwork and respect are core values of the culture of WWH. The staff and owners of the WWH believe holistic healthcare requires a clinic team that respects and supports each other. The patients of WWH regularly comment on the remarkable care they received and how well the staff works together. Good communication and collaboration improve the patient experience. As a Physician working at WWH, you can count on us to:

- Represent you well and with pride to patients and their friends/families.
- Publicly support your decisions/judgments.
- Come to you privately and directly if we have a concern.
- Ask for clarification if we do not understand your orders.
- Chart patient requests or conditions clearly.
- Not ask you to perform procedures or see patients with whom you are uncomfortable.

In return, you are asked to treat patients, their friends/families, and the staff with the same high standard. WWH requires a Physician providing medical services to:

- Offer excellent medical care and be well-informed about medical innovation and practices in the field of healthcare.
- Have rapport with patients consistent with the core values of WWH -- introduce yourself to each patient, make eye contact, ask her if she has questions, take time to listen to what she says.
- Communicate clearly with the WWH leadership about protocols, scheduling, and all other issues impacting your work here.
- Communicate clearly with nurses and staff about patients, treatment issues, and daily clinic flow.
- Provide feedback to the CEO if the clinic practices at the WWH are not up standards
- Generally, interact professionally and appropriately-- arrive on time, ready to see patients, able to make good decisions about patient care and communicate those decisions to staff.

#### Article IX. COVENANT NOT TO COMPETE:

During the term of this Agreement and continuing for a period of one (1) year thereafter, the Physician shall not engage, directly or indirectly, as a consultant, principal, owner, agent, trustee or through the agency of any corporation, partnership, association or agent or agency, in any business ("Competitive Business") that provides similar and

competing medical services to the Company within a one hundred (100) mile radius of any location where the Company regularly provides services in the State of Illinois. This Agreement shall not restrict or prevent the Physician from performing emergency abortions, as that term is commonly understood in the medical profession, as part of the Physicians practice at hospitals within the one hundred mile radius. Direct or indirect participation in a Competitive Business that is restricted hereby includes loaning funds for the purpose of establishing or operating any Competitive Business, or otherwise giving substantial advice to any Competitive Business, or lending or allowing his name or reputation to be used by any Competitive Business or otherwise allowing his skill, knowledge or experience to be so used.

In the event the Physician attempts to violate Article IX of this Agreement, in addition to all other legal, equitable or contractual remedies, WWH has the right to obtain injunctive relief against WWH to restrain and enjoin Physician from doing so, without the requirement of posting bond.

The parties agree that the restrictions set forth above are reasonable in light of all the facts and circumstances regarding this Agreement. If, however, any court of competent jurisdiction should determine that these restrictions are unreasonable, then the parties agree that the restrictions will, without further acts of the parties, be modified or amended to conform to the judgment of the court as to what would be reasonable; and thereafter the restrictions imposed by this paragraph shall be limited in accordance with the judgment of the court.

In the event of a breach of this Covenant Not to Compete by the parties agree that money damages alone would not be an adequate remedy and that the only adequate remedy would be permanent injunction requiring performance by the Physician of the covenants hereunder in addition to any monetary damages. Accordingly, the Physician agrees that in the event of a breach, WWH may apply to any court of competent jurisdiction for both temporary and permanent injunctions, together with any money damages suffered, together with reasonable costs and attorneys' fees.

#### ARTICLE X MISCELLANEOUS

**10.01. Malpractice Claims, Board Investigations, and Peer Review Notices.** The Physician represents and warrants to WWH that, as of the date of this Agreement, the Physician has no knowledge of any pending or threatened malpractice claim or demand for payment made against the Physician, or incident that is likely to give rise thereto. The Physician will promptly notify WWH of any pending or threatened malpractice claim or demand for payment made against the Physician, or incident that is likely to give rise thereto, and will provide such related information as to such claim, demand, or incident as WWH may request. Furthermore, the Physician will promptly notify WWH of (i) any known or suspected act of fraud or abuse, (ii) any action or investigation taken against the Physician by any State or federal agency for fraud or abuse under Title XVIII or Title XIX of the Social Security Act or any State law or regulation; (iii) any action or investigation taken by any licensure board to restrict or revoke the Physician's license to practice medicine, (iv) of any action taken by a hospital to investigate, restrict, or terminate the Physician's medical staff privileges, and

(v) any adverse notification or determination received by the Physician from a utilization, quality control, or peer review organization.

**10.02. Governing Law.** This Agreement will be interpreted, construed, and governed according to the laws of the State of Illinois.

**10.03. Headings.** The headings contained in this Agreement are for the convenience of the parties only and will not be deemed to affect the meaning of the provisions hereof.

**10.04. Prior Agreements Superseded.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

**10.05. Amendment.** This Agreement may be amended or modified only by a written agreement signed by the party against whom enforcement of any waiver, change, or modification is sought.

**10.06. Assignment.** Neither party, without the prior written consent of the other, will be permitted to assign this Agreement to any other party. Any attempted assignment in contravention of this Section 7.06 will be void and will constitute a material breach of this Agreement.

**10.07. Confidentiality and Nondisparagement.** The Physician agrees that the terms of this Agreement are confidential. The Physician will not disclose the terms of this Agreement to any third parties except as may be necessary to obtain advice and counseling from the Physician's attorney, accountants, or financial advisors, or as may otherwise be required by law. The Physician agrees not to make any comments or representations during and after the termination of this Agreement concerning WWH, its affiliates, directors, employees, or agents, or its relationship with the Physician, that may disparage or otherwise damage the reputation, good will, or other interests of WWH or its affiliates, directors, employees, or agents.

10.08. Notices. All notices under this Agreement must be in writing and are effective when hand-delivered, sent by mail, sent by facsimile transmission, or sent by email; to:

Whole Woman's Health of Peoria, LLC  
Contact: Amy Hagstrom Miller  
Address: 1812 Centre Creek Drive, Suite 205  
Austin, TX 78754  
Facsimile No: (512) 832-6568  
Email: amy@wholewomanshealth.com

Physician: Contact Information follows Signature.

THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE JUNE 1, 2017.

WHOLE WOMAN'S HEALTH OF PEORIA, LLC

BY: **7(1)(b)**  
AMY HAGSTROM MILLER, PRESIDENT

**7(1)(b)**  
SIGNATURE OF THE PHYSICIAN  
Yogendra Shah  
PRINT THE NAME OF THE PHYSICIAN  
ADDRESS **7(1)(b)**  
EMAIL: dr.shah@wholewomanshealth.com



**Whole Woman's Health of Peoria**  
7405 N. University St., Peoria, IL 61614  
(309) 691-9073

September 12, 2017

Dear Dr. L. Laursen,

This letter serves as notification that you have been granted active admitting privileges at Whole Woman's Health of Peoria. These admitting privileges will be due for review on September 12, 2018.

Thank you,

**7(1)(b)**

Amy Hagstrom Miller, CEO  
Chairperson, Governing Board  
Whole Woman's Health of Peoria

## Laura Laursen, MD

### Business Address

Dept. of Obstetrics and Gynecology  
University of Chicago  
5841 South Maryland Avenue MC 2050  
Chicago, IL 60637  
773-834-9995

### Home Address

7(1)(b)

### Education

2008-2012	MD	Northwestern University Chicago IL
2003-2007	BS	International Health Georgetown University Washington, DC

### Graduate Medical Education

2012-2016	Residency Training in Obstetrics and Gynecology University of Illinois Hospital and Health Sciences System Chicago, IL
7/1/2016-Present	Fellowship in Family Planning The University of Chicago, Department of Obstetrics and Gynecology Chicago, IL

### Academic Appointments

8/25/16-Present	Clinical Instructor The University of Chicago, Department of Obstetrics and Gynecology
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### Licensure and Board Certification

2017	Illinois	Licensed Physician and Surgeon
2016	ABOG	OBGYN Qualifying Exam Completed
2015	Illinois	Obstetrical Advanced Cardiac Life Support
2014	Illinois	Neonatal Resuscitation Certification for Providers
2015	Illinois	Basic Life Support
2010-2013	USMLE	Step 1, 2, 3 Completed

### Academic Honors and Awards

2016	Outstanding Senior Resident Award, University of Illinois
2016	Chicago Gynecologic Society Resident Paper Competition 2 <sup>nd</sup> place prize for "Contraceptive Choices after Medical and Surgical Abortion"
2015	Employee Poster Prize for "Perspectives on Long Acting Reversible Contraception in School Based Health Centers" at UIC Women's Health Research Day
2015	Mary Stephenson Residency Research Award, University of Illinois
2014	Medical Student Teaching Award, University of Illinois
2013, 2015	Resident Professionalism Award, University of Illinois
2012	Beatrice Tucker Award Recognizing Commitment to Women's Healthcare, Northwestern University
2009	Summer Research Grant, Northwestern University
2007	Magna Cum Laude, Georgetown University



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**Publications**

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\*Last name changed from Rosenbloom to Laursen in 2014

- 2017                      **Laursen L, Stumbras K, Lewnard I, Haider S. Contraceptive Choices after Medical and Surgical Abortion. *Womens Health Issues. Article in Press.***
- 2014                      **Doll K, Donnelly E, Helenowski I, Rosenbloom L, Schink J, Small W, Lurain J. Radical Hysterectomy Compared to Primary Radiation in Stage IB1 Cervical Cancer. *American Journal of Clinical Oncology.* 2014. 37(1): 30-4.**
- 2012                      **Rosenbloom L, Buchert E, Vasiloff R, Feinglass J, Dong X, Simon M. Preventing Excessive Weight Gain among Publicly Insured Pregnant Women. *Journal of Community Health.* 2012. 37(5): 1066-1070.**
- 2011                      **Kennedy S, Osgood R, Rosenbloom L, Feinglass J, Simon M. Knowledge of Human Papillomavirus among Publicly and Privately Insured Women. *Journal of Midwifery and Women's Health.* 2011. 56(5): 481-487.**
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**Presentations**

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- November 2015                      **Laursen L, Stumbras K, Lewnard I, Haider S. Post-abortion Contraception: Are Medical Abortion Patients getting Short-changed? North American Forum on Family Planning, Chicago, Illinois. Poster Presentation.**
- November 2015                      **Laursen L, Stumbras K, Stoffel C, Haider S. Perspectives on Long Acting Reversible Contraception in School Based Health Centers. North American Forum on Family Planning, Chicago, Illinois. Online Poster Presentation.**
- April 2015                      **Laursen L, Stumbras K, Lewnard I, Haider S. Post-abortion Contraception: Are Medical Abortion Patients getting Short-changed? University of Illinois at Chicago Women's Health Research Day, Chicago, IL. Poster Presentation.**
- April 2015                      **Laursen L, Stumbras K, Stoffel C, Haider S. Perspectives on Long Acting Reversible Contraception in School Based Health Centers. University of Illinois at Chicago Women's Health Research Day, Chicago, IL. Poster Presentation. *Employee Poster Prize Winner.***
- June 2011                      **Doll K, Donnelly E, Helenowski I, Rosenbloom L, Schink J, Small W, Lurain J. Radical hysterectomy compared to primary radiation in stage IB1 cervical cancer. Western Association of Gynecologic Oncologists Annual Meeting, Park City, UT. Poster Presentation.**
- October 2009                      **Kennedy S, Osgood R, Rosenbloom L, Feinglass J, Simon M. Knowledge of Human Papillomavirus among Publicly and Privately Insured Women. Feinberg School of Medicine Medical Student Summer Research Program Conference, Chicago, IL. Poster Presentation.**
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**Professional Positions**

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2015-2016                      **Chief Resident**

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**Professional Memberships**

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- 2016-Present                      **Society of Family Planning**
- 2016-Present                      **European Society of Contraception and Reproductive Health**
- 2016-Present                      **Association of Reproductive Health Professionals**
- 2014-Present                      **Physicians for Reproductive Health**
- 2012-Present                      **American College of Obstetrics and Gynecology**
- 2008-2012                      **Medical Students for Choice**

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**Research**

2016-Present	<b>Community Violence Exposure and Sexual Risking Taking Among Adolescent Girls</b> I am currently performing a mixed methods study evaluating community violence exposure and its impact on sexual risk taking among 15-19-year-old girls in Chicago. I have started focus groups and plan for a quantitative survey in fall 2017. <i>Research Mentor: Melissa Gilliam MD, MPH</i>
20014-2016	<b>Contraception after Medical and Surgical Abortion</b> I performed a retrospective chart review analyzing contraception use after medical versus surgical abortion. Women who had surgical abortions were 2.36 (CI 1.71-3.29) times more likely to receive long acting reversible contraception (LARC) than those who had medical abortions. Surgical abortion patients were also more likely to receive contraception overall. <i>Research Mentor: Sadia Haider MD, MPH</i>
2012-2016	<b>Long Acting Reversible Contraception in School Based Health Centers</b> I administered a survey to health care providers and administrators in Illinois school based health centers. Respondents were generally supportive of and knowledgeable about LARC use by adolescents, but in practice there is little LARC provision. Lack of training, cost of the devices, and lack of devices were the most commonly cited barriers. <i>Research Mentor: Sadia Haider MD, MPH</i>
2011	<b>Treatment of Stage IB1 Cervical Cancer</b> I assisted with chart reviews in a retrospective study analyzing treatment options for stage IB1 cervical cancer. We found that treatment of stage IB1 cervix cancer with radical hysterectomy ± adjuvant radiation resulted in a significantly lower rate of recurrence, improved overall survival and fewer complications compared with radiotherapy alone. <i>Research Mentor: John Lurain, MD</i>
2010- 2012	<b>Preventing Excessive Weight Gain In Pregnancy</b> I worked with the Northwestern University obstetrics resident clinic to develop a framework to reduce excessive weight gain in pregnancy. Through directed counseling and feedback checklists patients in the intervention group were 34% (P=.009) less likely to gain weight exceeding the Institute of Medicine guidelines. <i>Research Mentor: Melissa Simon MD, MPH</i>
2009-2011	<b>Knowledge of the Human Papillomavirus</b> I administered surveys and helped with data analysis as part of a study looking at knowledge of HPV among women presenting for HPV vaccination. We found that there was overall low knowledge about viral etiology of cervical cancer, the clinical presentation of HPV infection and the lack of complete protection against cervical cancer with the HPV vaccine. <i>Research Mentor: Melissa Simon MD, MPH</i>

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**Relevant Work and Volunteer Experience**

2016-Present	<b>Family Planning Fellow and Clinical Instructor of Obstetrics and Gynecology</b> <i>University of Chicago, Chicago, Illinois</i> I currently provide abortion and contraception care in both an academic setting and at Planned Parenthood. I also am an attending physician and supervise residents on labor and delivery and on the gynecology service in a high-volume, tertiary care hospital.
2016-Present	<b>Member of Personal PAC Future Voices Campaign</b> <i>Chicago, Illinois</i> Personal PAC is non-partisan political action campaign focused on electing pro-choice candidates to state and local offices in Illinois. I am responsible for outreach and recruitment of young professionals to Personal PAC events. I am also hosting a fundraiser with state representative Sara Feigenholtz at my house this spring.
2012-2016	<b>Obstetrics and Gynecology Residency</b> <i>University of Illinois, Chicago, Illinois</i> I trained with a diverse, complex, underserved patient population. I became confident with high-risk medical and surgical OBGYN care. I also worked with a

- large midwife group and learned how to collaborate on labor and delivery. During residency, I was the chief resident and I received both the outstanding senior resident award, professionalism awards, and a medical student teaching award.
- 2013-2105**      **Resident Volunteer**  
*Community Health Clinic, Chicago, Illinois*  
 The Community Health Clinic is Chicago's largest free clinic. As a resident volunteer, I supervised medical students and provide gynecologic care to uninsured patients.
- 2012**      **Women's Global Health Rotation**  
*Mulago and Arua Hospitals, Kampala, Uganda*  
 I spent my fourth year medical school elective rotating at an urban and a rural hospital in Uganda. I focused my time on the gynecology wards where I saw the devastating complications of unsafe abortion. I rounded with the medical team, assisted with procedures and participated in manual vacuum aspiration training.
- 2012**      **MSFC Reproductive Health Externship**  
*Midwest Access Project, Chicago, IL*  
 I participated in the reproductive health externship sponsored by Medical Students for Choice. I spent two weeks working at All Women's Health and Planned Parenthood assisting with pregnancy termination procedures and providing contraceptive counseling.
- 2010- 2011**      **President of Northwestern University Medical Students for Choice**  
*Feinberg School of Medicine, Chicago, IL*  
 I planned educational events for the medical school including hands-on contraception workshops, provider panels and ethics round tables. I also Organized the 2010 Medical Students for Choice Midwest Regional Conference "From West Africa to the Midwest: International and Domestic Perspectives on Reproductive Choice," which had 100 students in attendance.
- 2007-2008**      **Clinical Research Study Assistant**  
*Memorial Sloan Kettering Cancer Center, New York, NY*  
 I spent one year working in the genitourinary cancers clinical trials division. Responsibilities included data management, study tool administration and abstract writing for one industry sponsored and two institutional pharmaceutical trials.
- 2006**      **Strategic Information Intern**  
*President's Emergency Plan for AIDS Relief (PEPFAR), Washington, DC*  
 To supplement my international health undergraduate degree, I did a yearlong internship at PEPFAR. I learned the inner workings of a large governmental organization while helping to prepare the office for external audit by the Institute of Medicine. My senior thesis, Analyzing Post-Conflict Health Sectors: Sierra Leone, Rwanda, and Angola, was presented at organization's weekly staff meeting.
- 2004-2007**      **Director of Recruiting and Training**  
*Learning Enterprises, Washington, DC*  
 I developed and coordinated recruiting and branding efforts in the U.S. and abroad. While managing a \$50,000 budget I oversaw fund-raising activities, developed a new training curriculum for 90 volunteers and supervised campus directors.
- 2003-2007**      **Member of H\*yas for Choice**  
*Georgetown University, Washington, DC*  
 I negotiated with the catholic administration to allow condom distribution at designated areas on campus. We organized reproductive health speakers and provided students with resources to obtain contraception and abortion services off-campus. We also volunteered with Emily's List and NARAL to organize the March for Women's Lives.

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**Conferences**

- April 2017** *National Abortion Federation, Montreal, Canada*  
I attended sessions that broadened my understanding of abortion provision. I met providers from independent clinics and learned about the important abortion work that is being done outside of the academic setting. This conference solidified my desire to provide care in low-access areas in the Midwest.
- March 2015** *CREOG Leadership Workshop for Residents, Chicago, Illinois*  
I attended a leadership workshop for administrative chief residents sponsored by CREOG. The workshop focused on the critical teaching and leadership skills in residency training. Through lectures and small group discussions I learned skills that will better equip me for my clinical, educational, and administrative roles.
- October 2014** *North American Forum on Family Planning*  
**November 2015** *Society of Family Planning's annual meeting.* The lectures and presentations provided me with new clinical knowledge relevant to my own practice. The sessions also provoked me to think deeper about issues surrounding reproductive rights and reproductive justice. I reviewed current research in the field and was motivated by the supportive and inspirational family planning community.  
**November 2016**
- 2009, 2010** *Medical Students for Choice (MSFC) National Conference, Salt Lake City, Utah and Chicago, Illinois*  
During my 2<sup>nd</sup> and 3<sup>rd</sup> years of medical school I attended the MSFC national conference. There I learned about abortion techniques and contraception issues that supplemented my medical school education. These events have influenced my career and were part of my motivation to become an abortion provider.

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**Personal Interests**

7(1)(c)

## INDEPENDENT CONTRACTOR AGREEMENT

The Independent Contractor Agreement (the "Agreement") is entered into by and between Whole Woman's Health of the Peoria, LLC ("WWH") and the physician who executes this Agreement (the "Physician").

### RECITALS:

- A. WWH is a Illinois limited liability company that operates a woman's medical clinic.
- B. The Physician is presently licensed by the Illinois State Board of Medical Practice to practice medicine in the State of Illinois.
- C. WWH desires to obtain the services of the Physician, and the Physician desires to perform certain services as an independent contractor for WWH according to the terms, conditions, and provisions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

### ARTICLE I TERM AND TERMINATION

The term of this Agreement shall be for one (1) year commencing on the Effective Date of this Agreement. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party. This Agreement shall be automatically renewed for additional one year terms, unless either party provides the other party written notice of termination thirty (30) days before the end of the then applicable term.

### ARTICLE II STATUS AND DUTIES

**2.01. Independent Contactor:** The parties agree that the relationship between them is that of independent contractors. It is hereby understood and agreed that WWH may not and will not supervise, manage, operate, control, or direct the activities of the Physician, nor can WWH control the means by which the Physician performs his obligations under the terms of this Agreement.

**2.02. Part-time Contractor:** WWH hereby agrees to contract with the Physician on an as-needed basis, and the Physician hereby agrees to perform services and duties under this Agreement on an as-needed basis as an independent contractor and not as a common law employee, an agent, or a partner of WWH. The Physician agrees to provide WWH with thirty (30) days notice if the Physician will have to miss a day that the Physician has previously agreed to work in order to enable WWH to find a substitute.

**2.04. Duties of Physician:** During the term of this Agreement, the Physician will render medical care and treatment consistent with the Physician's licensing and medical specialty on behalf of WWH pursuant to (i) agreements that WWH has with hospitals, institutions, third-party payors,

or physicians; and (ii) referrals from other physicians. Furthermore, the Physician agrees to the following:

- (a) The Physician will keep and maintain (or cause to be kept and maintained) in a timely fashion accurate and appropriate records relating to all professional services rendered by the Physician under this Agreement and timely prepare and attend to, in connection with such services, all reports, claims, and correspondence necessary and appropriate in the circumstances or as WWH may from time to time reasonably require;
- (b) The Physician will review and follow the Clinical and Policy Guidelines of the National Abortion Federation;
- (c) The Physician will in a timely fashion, record (or cause to be recorded), into each patient's medical chart, medical findings, test results, diagnosis, and prescribed treatment;
- (d) The Physician will supervise training physicians, mid-level providers (such as Nurse Practitioners, Nurse Midwives, and Physician's Assistants), and ancillary medical staff (such as nurses and medical assistants).
- (c) The Physician is free to exercise the Physician's own professional judgment regarding any particular patient.
- (f) The Physician will submit to and participate in quality assurance, peer review, risk management, and utilization review programs on behalf of WWH pursuant to agreements that WWH has with hospitals, institutions, third-party payors, or physicians.
- (i) Review standing orders and all protocols. Recommend changes in writing to clinic management team.

**2.03. Licensure.** The Physician will be duly licensed or have certification at the beginning of this Agreement and maintain at all times during the term of this Agreement the following:

- (a) Current license in the State of Illinois to practice medicine;
- (b) Current unrestricted federal Drug Enforcement Agency certificate;
- (c) Current Cardiac Pulmonary Resuscitation (CPR) Certificate or Advanced Cardiac Life Support (ACLS Certificate).

The Physician shall provide documentation of the above licenses and certifications prior to rendering services under this Agreement and will provide renewal licenses or certificates, as

appropriate, during the term of this Agreement. Physician will comply with and be governed by the ethics and standards of care of the medical profession.

**ARTICLE III  
COMPENSATION**

**3.01. Compensation.** As compensation for the Physician providing medical services hereunder, WWH will pay the Physician per procedure as follows:

- \$ 50.00 for medication abortion, including telemedicine;
- \$ 25.00 for post-medication abortion suction procedures;
- \$ 70.00 for surgical abortion to 14 weeks LMP (12 gestation);
- \$ 125.00 for surgical abortion from 14.1 to 16.0 weeks LMP (12.1-14.0 gestation);
- \$ 150.00 for surgical abortion from 16.1 to 18.0 weeks LMP (14.1-16.0 gestation);

Gynecology visits will be paid as follows:

- IUD insertion: \$35.00
- Implanon insertion: \$45.00

**3.02. Payment.** The Physician will be paid bi-weekly via direct deposit on the clinic's payroll for medical care provided for the clinic sites. The physician will be reimbursed for mileage in travel to/from the clinic according to the current IRS rates. The Physician will receive from WWH an itemized statement from WWH reflecting the Physician's compensation under Section 3.01 of this Agreement.

**3.03. No Other Benefits.** The compensation described in Sections 3.01 hereof will be the Physician's sole compensation hereunder. The Physician expressly and irrevocably transfers, assigns, or otherwise conveys to WWH any and all rights, privileges, or other basis the Physician has or may not have to collect or account for fees, whether in cash, goods, or other items of value resulting from or incident to the Physician's performance of services on behalf of WWH pursuant to this Agreement. Since it is the intent of the parties for the Physician to be an independent contractor hereunder, the Physician is solely responsible for the costs and expenses related to any life, accident, disability, continuing medical education expenses, and benefits. The Physician is not entitled to participate in any pension plan, 4.01(k) plan, profit-sharing plan, or similar benefit plan, or other employee benefits available generally to employees of WWH. The WWH will have no responsibility for (i) withholding or payment of FICA taxes on behalf of the Physician; (ii) withholding or payment of federal income taxes on behalf of the Physician; or (iii) withholding or payment of any other state or federal taxes that WWH would otherwise be required to pay if the Physician were an employee of WWH. The Physician will be solely responsible for withholding amounts for, and payment of, (i) federal income taxes due on the compensation paid to the Physician hereunder, (ii) the Physician's self-employment taxes, and (iii) any other applicable state or federal taxes.

**ARTICLE IV  
INSURANCE**

WWH shall provide professional liability insurance. The Physician must cooperate and provide the necessary information and documentation requested by WWH to obtain the necessary coverage for the Physician. WWH is responsible for the payment of the premiums, but the Physician shares a small portion of the premium expense. Those physicians carrying their own malpractice insurance that will cover them for work at WWH-TC will be paid an additional \$10.00 per abortion procedure.

**ARTICLE V  
PATIENTS, CASE RECORDS, AND HISTORIES**

The Physician acknowledges that all patients seen by the Physician pursuant to, and during the term of, this Agreement are WWH's patients. All reports, x-ray films, or other imaging materials, slides, medical data, medical records, patient lists, fee books, patient records, files and other documents or copies thereof, and other confidential information of any kind pertaining to WWH's business, sales, financial conditions, products, or medical activities to which the Physician may have access, belong to and will remain the property of WWH. The Physician further agrees to keep confidential and not to use or to disclose to others, except as expressly required in writing from WWH or by law, any and all items described in this Article V.

**ARTICLE VI  
INDEMNITY**

The Physician shall indemnify and save harmless WWH, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the Physician or its agents, subcontractors, or employees, in the execution or performance of this Agreement, and the failure of the Physician to perform any agreement or covenant required by this Agreement, including obtaining and maintaining the professional liability insurance required in Article IV of this Agreement.

**ARTICLE VII  
CONFIDENTIALITY**

All information relating to WWH's operations, management, or financial status shall be treated as confidential by the Physician (the "Confidential Information"). The Confidential Information shall be and remain Confidential Information both during and after the termination of this Agreement, and shall not be released or disclosed by the Physician unless WWH has given its express prior written consent to such disclosure, which consent must specifically identify the Confidential Information to be disclosed by the Physician, and the nature of disclosure for which consent is given. In the event of a breach by the Physician of the provisions of this Article VII, WWH shall be entitled, at WWH's discretion, to exercise all available remedies at law or in equity against the Physician, including without limitation, the right to terminate this Agreement and the right to an injunction restraining the Physician from disclosing, in whole or in part, any such information or from rendering services to any person, firm or



corporation to whom any of such information may have been disclosed or is threatened to be disclosed. The provisions of this Article VII shall continue to be binding upon the Physician in accordance with its terms after termination of this Agreement for any reason.

#### ARTICLE VIII CONDUCT AND EXPECTATIONS

Teamwork and respect are core values of the culture of WWH. The staff and owners of the WWH believe holistic healthcare requires a clinic team that respects and supports each other. The patients of WWH regularly comment on the remarkable care they received and how well the staff works together. Good communication and collaboration improve the patient experience. As a Physician working at WWH, you can count on us to:

- Represent you well and with pride to patients and their friends/families.
- Publicly support your decisions/judgments.
- Come to you privately and directly if we have a concern.
- Ask for clarification if we do not understand your orders.
- Chart patient requests or conditions clearly.
- Not ask you to perform procedures or see patients with whom you are uncomfortable.

In return, you are asked to treat patients, their friends/families, and the staff with the same high standard. WWH requires a Physician providing medical services to:

- Offer excellent medical care and be well-informed about medical innovation and practices in the field of healthcare.
- Have rapport with patients consistent with the core values of WWH -- introduce yourself to each patient, make eye contact, ask her if she has questions, take time to listen to what she says.
- Communicate clearly with the WWH leadership about protocols, scheduling, and all other issues impacting your work here.
- Communicate clearly with nurses and staff about patients, treatment issues, and daily clinic flow.
- Provide feed back to the CEO if the clinic practices at the WWH are not up standards
- Generally, interact professionally and appropriately-- arrive on time, ready to see patients, able to make good decisions about patient care and communicate those decisions to staff.

#### Article IX. COVENANT NOT TO COMPETE:

During the term of this Agreement and continuing for a period of one (1) year thereafter, the Physician shall not engage, directly or indirectly, as a consultant, principal, owner, agent, trustee or through the agency of any corporation, partnership, association or agent or agency, in any business ("Competitive Business") that provides similar and competing medical services to the Company within a one hundred (100) mile radius of any location where the Company regularly provides services in the State of Illinois. This Agreement shall not restrict or prevent the Physician from performing emergency

abortions, as that term is commonly understood in the medical profession, as part of the Physicians practice at hospitals within the one hundred mile radius. Direct or indirect participation in a Competitive Business that is restricted hereby includes loaning funds for the purpose of establishing or operating any Competitive Business, or otherwise giving substantial advice to any Competitive Business, or lending or allowing his name or reputation to be used by any Competitive Business or otherwise allowing his skill, knowledge or experience to be so used.

In the event the Physician attempts to violate Article IX of this Agreement, in addition to all other legal, equitable or contractual remedies, WWH has the right to obtain injunctive relief against WWH to restrain and enjoin Physician from doing so, without the requirement of posting bond.

The parties agree that the restrictions set forth above are reasonable in light of all the facts and circumstances regarding this Agreement. If, however, any court of competent jurisdiction should determine that these restrictions are unreasonable, then the parties agree that the restrictions will, without further acts of the parties, be modified or amended to conform to the judgment of the court as to what would be reasonable; and thereafter the restrictions imposed by this paragraph shall be limited in accordance with the judgment of the court.

In the event of a breach of this Covenant Not to Compete by the parties agree that money damages alone would not be an adequate remedy and that the only adequate remedy would be permanent injunction requiring performance by the Physician of the covenants hereunder in addition to any monetary damages. Accordingly, the Physician agrees that in the event of a breach, WWH may apply to any court of competent jurisdiction for both temporary and permanent injunctions, together with any money damages suffered, together with reasonable costs and attorneys' fees.

#### ARTICLE X MISCELLANEOUS

**10.01. Malpractice Claims, Board Investigations, and Peer Review Notices.** The Physician represents and warrants to WWH that, as of the date of this Agreement, the Physician has no knowledge of any pending or threatened malpractice claim or demand for payment made against the Physician, or incident that is likely to give rise thereto. The Physician will promptly notify WWH of any pending or threatened malpractice claim or demand for payment made against the Physician, or incident that is likely to give rise thereto, and will provide such related information as to such claim, demand, or incident as WWH may request. Furthermore, the Physician will promptly notify WWH of (i) any known or suspected act of fraud or abuse, (ii) any action or investigation taken against the Physician by any State or federal agency for fraud or abuse under Title XVIII or Title XIX of the Social Security Act or any State law or regulation; (iii) any action or investigation taken by any licensure board to restrict or revoke the Physician's license to practice medicine, (iv) of any action taken by a hospital to investigate, restrict, or terminate the Physician's medical staff privileges, and (v) any adverse notification or determination received by the Physician from a utilization, quality control, or peer review organization.

**10.02. Governing Law.** This Agreement will be interpreted, construed, and governed according to the laws of the State of Illinois.

**10.03. Headings.** The headings contained in this Agreement are for the convenience of the parties only and will not be deemed to affect the meaning of the provisions hereof.

**10.04. Prior Agreements Superseded.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

**10.05. Amendment.** This Agreement may be amended or modified only by a written agreement signed by the party against whom enforcement of any waiver, change, or modification is sought.

**10.06. Assignment.** Neither party, without the prior written consent of the other, will be permitted to assign this Agreement to any other party. Any attempted assignment in contravention of this Section 7.06 will be void and will constitute a material breach of this Agreement.

**10.07. Confidentiality and Nondisparagement.** The Physician agrees that the terms of this Agreement are confidential. The Physician will not disclose the terms of this Agreement to any third parties except as may be necessary to obtain advice and counseling from the Physician's attorney, accountants, or financial advisors, or as may otherwise be required by law. The Physician agrees not to make any comments or representations during and after the termination of this Agreement concerning WWH, its affiliates, directors, employees, or agents, or its relationship with the Physician, that may disparage or otherwise damage the reputation, good will, or other interests of WWH or its affiliates, directors, employees, or agents.

10.08. Notices. All notices under this Agreement must be in writing and are effective when hand-delivered, sent by mail, sent by facsimile transmission, or sent by email; to:

**Whole Woman's Health of Peoria, LLC**

**Contact: Amy Hagstrom Miller**

**Address: 1812 Centre Creek Dr. Ste 205  
Austin, TX 78754**

**Facsimile No: (512) 832-6568**

**Email: amy@wholewomanshealth.com**

**Physician: Contact Information follows Signature.**

THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE SEPTEMBER 20<sup>TH</sup>, 2017.

WHOLE WOMAN'S HEALTH OF PEORIA, LLC

BY: **7(1)(b)**  
AMY HAGSTROM MILLER, PRESIDENT

**7(1)(b)**  
SIGNATURE OF THE PHYSICIAN

*Laura Laussen*  
PRINT THE NAME OF THE PHYSICIAN

ADDRESS: **7(1)(b)**  
EMAIL: **7(1)(b)**

From: "Ward, Cathy [ORT]" <[cward@bsd.uchicago.edu](mailto:cward@bsd.uchicago.edu)>  
Date: Tuesday, June 20, 2017 at 9:29 AM  
To: "Laursen, Laura [UCH]" <[Laura.Laursen@uchospitals.edu](mailto:Laura.Laursen@uchospitals.edu)>  
Cc: "Lengyel, Ernst [OBG]" <[elengyel@bsd.uchicago.edu](mailto:elengyel@bsd.uchicago.edu)>, "Richardson, Douglas [OBG]" <[drichard@bsd.uchicago.edu](mailto:drichard@bsd.uchicago.edu)>, "Nunes, Ken [OBG]" <[knunes@bsd.uchicago.edu](mailto:knunes@bsd.uchicago.edu)>, "Anderson, Brie [OBG]" <[banderson@bsd.uchicago.edu](mailto:banderson@bsd.uchicago.edu)>  
Subject: Academic Reappointment

Hi Laura,

Congratulations! We requested and received Dean/Provost for your reappointment as a Clinical Instructor for one year effective July 1, 2017.

Best,

Cathy

Catherine Ward, PHR, SHRM-CP  
Academic Affairs Manager

Department of Orthopaedic Surgery and Rehabilitation Medicine Department of Obstetrics and Gynecology Department of Ophthalmology and Visual Science University of Chicago Medicine & Biological Sciences

5841 S. Maryland Ave. | Rm. S362, MC3079 | Chicago, IL 60637

Office: 773-702-8715

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AT THE FOREFRONT OF MEDICINE

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THE UNIVERSITY OF  
**CHICAGO**  
MEDICINE

DATE: September 9, 2016

TO: Laura E. Laursen, MD  
Department of Ob/Gyn  
University of Chicago Hospitals  
5841 S. Maryland Avenue  
M/C 2050  
Chicago, IL 60637-1470

FROM: Sandra Culbertson, MD  
President, Medical Staff Organization

RE: APPOINTMENT TO THE MEDICAL STAFF

---

This is to inform you that your application for Medical Staff privileges at the University of Chicago Medical Center has been approved effective **09/09/2016**.

Please be advised that in accordance with the Medical Staff Bylaws, your privileges will be on Focused Professional Practice Evaluation (FPPE) for 6-months. This process is implemented for all initially requested privileges.

I ask you to pay close attention to the Patient Care Policy and Procedures regarding patient care activities and the Medical Staff Bylaws, Rules and Regulations, regarding activities such as timely completion of medical records and not removing them from the property, informed consent, telephone orders, Papanicolaou tests and professional liability action notification. **Both the Policies and Procedures and the Medical Staff Bylaws are now located on the Medical Center's Intranet at (<http://home.uchospitals.edu>) under the clinical tab.** In accepting privileges, you must agree to accept the professional obligations reflected in the granting of privileges and to provide for or assure that provisions are made for the continuous care of all patients for whom you are responsible.

Thank you for your cooperation, and welcome to the medical staff.



**Whole Woman's Health of Peoria**  
7405 N. University St., Peoria, IL 61614  
(309) 691-9073

January 23, 2018

Dear Dr. B. Brown

This letter serves as notification that you have been granted active admitting privileges at Whole Woman's Health of Peoria. These admitting privileges will be due for review on January 23, 2019.

Thank you,

**7(1)(b)**

Amy Hagstrom Miller, CEO  
Chairperson, Governing Board  
Whole Woman's Health of Peoria

## Benjamin P. Brown, M.D.

University of Chicago  
Department of Obstetrics and Gynecology  
5841 S. Maryland Ave. – MC2050  
Chicago, IL 60637

Phone: 773-834-8724  
Email: benjamin.brown@uchospitals.edu

### ACADEMIC TRAINING

- 2004-2008 A.B., Portuguese and Brazilian Studies, Brown University, Providence, RI  
2008-2012 M.D., Alpert Medical School of Brown University, Providence, RI  
2012-2016 Resident, Department of Obstetrics and Gynecology, University of Chicago Medical Center, Chicago, IL  
2015-2016 Academic Chief Resident, Department of Obstetrics and Gynecology, University of Chicago Medical Center, Chicago, IL  
2016-present Fellow in Family Planning, Section of Family Planning and Contraceptive Research, Department of Obstetrics and Gynecology, University of Chicago Medical Center, Chicago, IL  
2016-present Candidate for M.S. in Public Health Sciences, Department of Public Health Sciences, University of Chicago, Chicago, IL  
2017-present Fellow in Clinical Medical Ethics, MacLean Center for Clinical Medical Ethics, University of Chicago, Chicago, IL

### ACADEMIC APPOINTMENTS AND HOSPITAL PRIVILEGES

- 2016-present Clinical Instructor, Section of General Obstetrics and Gynecology, Department of Obstetrics and Gynecology, University of Chicago, Chicago, IL

### SCHOLARSHIP

#### (a) Peer-reviewed publications:

1. Brown, Benjamin P. "Teaching and Learning Moments: Tying Square Knots." *Academic Medicine*. May 2013;88(5):580. Essay.
2. Brown, Benjamin P. "Labour." *Medical Humanities*. Dec 2013;39(2):90. Poem.
3. Brown, Benjamin P. and Julie Chor. "Adding Injury to Injury: Ethical Implications of the Medicaid Sterilization Consent Regulations." *Obstetrics and Gynecology*. June 2014;123(6):1348-1351.
4. Brown, Benjamin P. "Interpreting Medicine: Lessons from a Spanish-Language Clinic." *Annals of Family Medicine*. Sept/Oct 2014;12(5):473-474. Essay.
5. Brown, Benjamin P. "Country drive, 11 weeks." *Medical Humanities*. Dec 2014;40:116. Poem.
6. Brown, Benjamin P., Lee Hasselbacher and Julie Chor. "Whose Choice?: Developing a Unifying Ethical Framework for Conscience Laws in Health Care." *Obstetrics and Gynecology*. Aug 2016;128(2):391-395.
7. Brown, Benjamin P. and Julie Chor. "What Are the Risks and Benefits of (Not) Incorporating Information about Population Growth and its Impact on Climate Change into Reproductive Care?" *AMA Journal of Ethics*. Dec 2017;19(12):1157-1163.

#### (b) Non-peer-reviewed original articles:

1. Brown, Benjamin P. "O Povo de Deus na Terra do Sol: Ecclesiological Innovation, Liberationist Catholicism and Citizenship in Brazil." Brown University. 13 May 2008. Honors thesis.



2. Brown, Benjamin P. "Necessary, not Evil: Abortion and the Stewardship Testimony." *Friends Journal: Quaker Thought and Life Today*. Feb 2013;59(2):10-12. <<http://www.friendsjournal.org/necessary-not-evil-abortion-and-the-stewardship-testimony/>>
3. Wellisch, Lauren D. and Benjamin P. Brown. "HPV Vaccination: It's Time for More Public Schools to Join the Fight Against Cervical Cancer." *Infectious Diseases in Children*. May 2014. <<http://www.healio.com/pediatrics/vaccine-preventable-diseases/news/print/infectious-diseases-in-children/%7Bb0bf3e92-f441-4c27-9abc-dcef84488a2c%7D/its-time-for-more-public-schools-to-join-the-fight-against-cervical-cancer>> Editorial.

(c) Book chapters:

Brown, Benjamin P. and Meaghan Tenney. "Cervical Malignancy." *The 5-Minute Clinical Consult* 2016. Ed. Frank J. Domino. Philadelphia, PA: Lippencott Williams & Wilkins, 2015. Prior editions published yearly from 2012-2014.

(d) Abstracts and presentations:

1. Brown, Benjamin P., Vrishali Lopes and Trevor Tejada-Berges. "Identifying Strategies to Improve Care of Limited English Proficiency Patients at Women and Infants' Hospital of Rhode Island." *National Hispanic Medical Association Annual Conference*, Washington, DC, 17-20 Mar 2011. Poster.
2. Brown, Benjamin P., Lauren D. Wellisch, Chelsea Cress and Michelle Forcier. "Reframing Messages for Teens to Increase Interest in Long-acting Reversible Contraceptives." *Contraception*. Aug 2013;88(2):305. Presented at *Reproductive Health 2013 (The Association of Reproductive Health Professionals' Annual Clinical Meeting)*, Denver, CO, 19-21 Sept 2013. Oral presentation / roundtable.
3. Brown, Benjamin P., Catherine Hagbom Ma, Summer Martins and Amy K. Whitaker. "Shared Negative Experiences with Long-acting Reversible Contraceptives and their Impact on Contraception Counseling: A Mixed Methods Study." *Contraception*. Sept 2014;90(3):320. Presented at the *North American Forum on Family Planning*, Miami, FL, 12-13 Oct 2014. Poster.
4. Holmquist, Sabrina A., Amber Truehart and Benjamin P. Brown. "Feedback: The Breakfast (Club) of Champions: Empowering Residents to Identify and Manage Challenging Learners." Presented at the *Association of Professors of Gynecology and Obstetrics' Martin L. Stone, MD Faculty Development Seminar*, Bonita Springs, FL, 9-12 Jan 2016. Workshop.
5. Carlos, Christine, Benjamin P. Brown, Bree Andrews and Dalia Feltman. "Parental Decision-making for Delivery Room Care of Periviable Infants." Presented at the *Pediatric Academic Societies Meeting*, 6-9 May 2017. Poster.
6. Wellisch, Lauren, Benjamin P. Brown and Amber Truehart. "Utility of an Open-access Database for Comparing Adverse Events Associated with Etonogestrel Implants in Pediatric and Adult Populations." Accepted for presentation at the *North American Forum on Family Planning*, Atlanta, GA, 14-16 Oct 2017. Poster.

(e) Other works that are publically available:

1. Brown, Benjamin P. "Medical Training." *This I Believe Rhode Island*. Rhode Island Public Radio, Providence, RI. 10 Dec 2008. Radio Essay.
2. Rodriguez, Pablo and Benjamin P. Brown. "El Cáncer Cervical y el Virus de la Papiloma Humana. [tr: Cervical Cancer and the Human Papilloma Virus]" *El Aprendiz Médico*. WELH, Providence, RI, 8 Dec 2010. Radio Interview.

3. Brown, Benjamin P. "HB 40 Allows Doctors to Serve All Patients." *State Journal-Register* [Springfield, IL]. 30 Sept 2017. Letter to the editor.

#### **FUNDING**

1. Project Grant, Northern Rhode Island Area Health Education Center, Woonsocket, RI. PI: Trevor Tejada-Berges. My role: Mentee. Title: "Assessing Interpreter Utilization at Women and Infants' Hospital." Total direct costs: \$6,230. Project period: 6/8/08-8/31/09.
2. Trainee Research Grant, Society of Family Planning, Philadelphia, PA. PI: Amy K. Whitaker. My role: Mentee. Title: "Prevalence of Shared Negative Contraception Experiences and their Impact on Counseling about Long-acting Reversible Contraceptives." Total direct costs: \$5,000. Project period: 7/1/13-7/14/14.
3. Fellowship Research Grant, Society of Family Planning, Philadelphia, PA. Mentors: Melissa Gilliam and Robert Kaestner. My role: PI. Title: "Impact of Distance to a Provider and State-level Abortion Restrictions on Abortion Rate." Total direct costs: \$69,997. Project period: 3/1/2017-6/30/2018.

#### **HONORS, PRIZES AND AWARDS**

- |            |  |
|------------|--|
| 2008       | Departmental Honors, Department of Portuguese and Brazilian Studies, Brown University  |
| 2008       | Karina Palmira Lago Award, Department of Portuguese and Brazilian Studies, Brown University  |
| 2008       | Magna cum laude, Brown University  |
| 2009       | Leadership Award, Area Health Education Center Network of Rhode Island, Providence, RI   |
| 2011       | Gold Humanism Honor Society, Alpert Medical School of Brown University   |
| 2012       | Alpha Omega Alpha Honor Society, Alpert Medical School of Brown University   |
| 2012       | Jack and Edna Saphier Prize for Outstanding Contributions by a Student to Obstetrics and Gynecology, Alpert Medical School of Brown University |
| 2013, 2016 | Arnold P. Gold Foundation Humanism and Excellence in Teaching Award, Pritzker School of Medicine, University of Chicago                        |
| 2014-2016  | Golden Apple Teaching Award, Department of Obstetrics and Gynecology, University of Chicago Medical Center                                     |
| 2015       | Ryan Program Resident Award for Excellence in Family Planning, Department of Obstetrics and Gynecology, University of Chicago Medical Center   |

#### **PROFESSIONAL SOCIETIES**

- 2009-present American College of Obstetricians and Gynecologists  
2016-present National Abortion Federation  
2016-present Society of Family Planning

#### **TEACHING EXPERIENCE**

##### Alpert Medical School of Brown University:

- |           |  |
|-----------|--|
| 2009-2010 | Teaching Fellow, Doctoring I and II (Responsibilities: Teaching basic clinical exam skills)                        |
| 2010-2012 | Guest Lecturer, Doctoring IV (Lecture: Working with Limited-English Proficiency Patients)                          |
| 2011-2012 | Breast and Pelvic Exam Teaching Assistant, Doctoring IV (Responsibilities: Teaching advanced clinical exam skills) |

2012 Senior Teaching Assistant, Clinical Skills Clerkship (Responsibilities: Teaching rising third-year medical students about participation in clinical teams)

University of Chicago Medical Center:

2015-2016 Academic Chief Resident, Department of Obstetrics and Gynecology (Responsibilities: Coordinating journal club and resident didactics, developing a residents-as-teachers curriculum)

2016-present Clinical Instructor, Obstetrics and Gynecology Medical Student Clerkship (Lectures: Intrapartum Care, Abortion, Contraception; Additional Responsibilities: OSCE faculty, Pelvic exam clinical skills session preceptor)

2016-present Clinical Instructor, General Obstetrics and Gynecology, Obstetrics and Gynecology Residency (Lectures: Evaluation and Care of Women and Girls Post-Sexual Assault; Additional Responsibilities: Attending physician for labor and delivery unit and for gynecology consults, Evidence-Based Medicine Day statistics mentor for second-year residents, Intern Boot Camp faculty for sessions on diversity and informed consent)

Loyola University Medical Center:

2016-2017 Lecturer, Teaching Everything About Contraception (TEACH) Program for Residents, Department of Obstetrics and Gynecology (Lectures: Intrauterine Contraception, Female Tubal Sterilization)

University of Illinois Hospital and Health Sciences System:

2017 Lecturer and OSCE Faculty, Ob/Gyn Preparation for Residency Boot Camp (Responsibilities: Running obstetric and gynecologic simulation sessions for Chicago-area students matched into ob/gyn)

Hospital Materno-Infantil Inguarán, Mexico City, Mexico:

2017 Lecturer and Course Leader, The Importance of Reproductive Health (Lecture: Maternal Sepsis; Additional Responsibilities: Running simulation sessions on second trimester abortion skills, maternal sepsis, thromboembolic disease and ACLS)

**SERVICE**

**University of Chicago Medical Center**

Quality improvement:

2012-2013 Member, Breastfeeding Task Force

2016-present Cascade Peer Support Counselor, Department of Obstetrics and Gynecology

2017 Author, Policy on Second Trimester Induction of Labor, Department of Obstetrics and Gynecology

2017-present Member, Fetal Demise Workflow Group

**Extramural**

Leadership roles:

2003 Health Educator, Amigos de las Américas, Huehuetenango, Nicaragua

2006 Project Supervisor, Amigos das Américas, Caruaru, Brazil

2008-2012 Reproductive Health Outreach and Advocacy Coordinator, Medical Students for Choice, Alpert Medical School of Brown University

Ad hoc manuscript reviewer:

Family Medicine  
Journal of Health Disparities Research and Practice  
Obstetrics and Gynecology

Other:

2004-2005 Spanish Interpreter, Interpreter's Aide Program, Rhode Island Hospital,  
Providence, RI

**ADVOCACY TRAINING**

2017-present Fellow, Leadership Training Academy, Physicians for Reproductive Health, New  
York, NY

**LANGUAGES SPOKEN**

7(1)(c)

## INDEPENDENT CONTRACTOR AGREEMENT

The Independent Contractor Agreement (the "Agreement") is entered into by and between Whole Woman's Health of the Peoria, LLC ("WWH") and the physician who executes this Agreement (the "Physician").

### RECITALS:

- A. WWH is a Illinois limited liability company that operates a woman's medical clinic.
- B. The Physician is presently licensed by the Illinois State Board of Medical Practice to practice medicine in the State of Illinois.
- C. WWH desires to obtain the services of the Physician, and the Physician desires to perform certain services as an independent contractor for WWH according to the terms, conditions, and provisions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

### ARTICLE I TERM AND TERMINATION

The term of this Agreement shall be for one (1) year commencing on the Effective Date of this Agreement. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party. This Agreement shall be automatically renewed for additional one year terms, unless either party provides the other party written notice of termination thirty (30) days before the end of the then applicable term.

### ARTICLE II STATUS AND DUTIES

**2.01. Independent Contactor:** The parties agree that the relationship between them is that of independent contractors. It is hereby understood and agreed that WWH may not and will not supervise, manage, operate, control, or direct the activities of the Physician, nor can WWH control the means by which the Physician performs his obligations under the terms of this Agreement.

**2.02. Part-time Contractor:** WWH hereby agrees to contract with the Physician on an as-needed basis, and the Physician hereby agrees to perform services and duties under this Agreement on an as-needed basis as an independent contractor and not as a common law employee, an agent, or a partner of WWH. The Physician agrees to provide WWH with thirty (30) days notice if the Physician will have to miss a day that the Physician has previously agreed to work in order to enable WWH to find a substitute.

**2.04. Duties of Physician:** During the term of this Agreement, the Physician will render medical care and treatment consistent with the Physician's licensing and medical specialty on behalf of WWH pursuant to (i) agreements that WWH has with hospitals, institutions, third-party payors, or physicians; and (ii) referrals from other physicians. Furthermore, the Physician agrees to the following:

- (a) The Physician will keep and maintain (or cause to be kept and maintained) in a timely fashion accurate and appropriate records relating to all professional services rendered by the Physician under this Agreement and timely prepare and attend to, in connection with such services, all reports, claims, and correspondence necessary and appropriate in the circumstances or as WWH may from time to time reasonably require;
- (b) The Physician will review and follow the Clinical and Policy Guidelines of the National Abortion Federation;
- (c) The Physician will in a timely fashion, record (or cause to be recorded), into each patient's medical chart, medical findings, test results, diagnosis, and prescribed treatment;
- (d) The Physician will supervise training physicians, mid-level providers (such as Nurse Practitioners, Nurse Midwives, and Physician's Assistants), and ancillary medical staff (such as nurses and medical assistants).
- (e) The Physician is free to exercise the Physician's own professional judgment regarding any particular patient.
- (f) The Physician will submit to and participate in quality assurance, peer review, risk management, and utilization review programs on behalf of WWH pursuant to agreements that WWH has with hospitals, institutions, third-party payors, or physicians.
- (i) Review standing orders and all protocols. Recommend changes in writing to clinic management team.

**2.03. Licensure.** The Physician will be duly licensed or have certification at the beginning of this Agreement and maintain at all times during the term of this Agreement the following:

- (a) Current license in the State of Illinois to practice medicine;
- (b) Current unrestricted federal Drug Enforcement Agency certificate;
- (c) Current Cardiac Pulmonary Resuscitation (CPR) Certificate or Advanced Cardiac Life Support (ACLS Certificate).

The Physician shall provide documentation of the above licenses and certifications prior to rendering services under this Agreement and will provide renewal licenses or certificates, as appropriate, during

the term of this Agreement. Physician will comply with and be governed by the ethics and standards of care of the medical profession.

### ARTICLE III COMPENSATION

**3.01. Compensation.** As compensation for the Physician providing medical services hereunder, WWH will pay the Physician per procedure as follows:

- \$ 50.00 for medication abortion, including telemedicine;
- \$ 25.00 for post-medication abortion suction procedures;
- \$ 70.00 for surgical abortion to 14 weeks LMP (12 gestation);
- \$ 125.00 for surgical abortion from 14.1 to 16.0 weeks LMP (12.1-14.0 gestation);
- \$ 150.00 for surgical abortion from 16.1 to 18.0 weeks LMP (14.1-16.0 gestation);

Gynecology visits will be paid as follows:

- IUD insertion: \$35.00
- Implanon insertion: \$45.00

**3.02. Payment.** The Physician will be paid bi-weekly via direct deposit on the clinic's payroll for medical care provided for the clinic sites. The physician will be reimbursed for mileage in travel to/from the clinic according to the current IRS rates. The Physician will receive from WWH an itemized statement from WWH reflecting the Physician's compensation under Section 3.01 of this Agreement.

**3.03. No Other Benefits.** The compensation described in Sections 3.01 hereof will be the Physician's sole compensation hereunder. The Physician expressly and irrevocably transfers, assigns, or otherwise conveys to WWH any and all rights, privileges, or other basis the Physician has or may not have to collect or account for fees, whether in cash, goods, or other items of value resulting from or incident to the Physician's performance of services on behalf of WWH pursuant to this Agreement. Since it is the intent of the parties for the Physician to be an independent contractor hereunder, the Physician is solely responsible for the costs and expenses related to any life, accident, disability, continuing medical education expenses, and benefits. The Physician is not entitled to participate in any pension plan, 4.01(k) plan, profit-sharing plan, or similar benefit plan, or other employee benefits available generally to employees of WWH. The WWH will have no responsibility for (i) withholding or payment of FICA taxes on behalf of the Physician; (ii) withholding or payment of federal income taxes on behalf of the Physician; or (iii) withholding or payment of any other state or federal taxes that WWH would otherwise be required to pay if the Physician were an employee of WWH. The Physician will be solely responsible for withholding amounts for, and payment of, (i) federal income taxes due on the compensation paid to the Physician hereunder, (ii) the Physician's self-employment taxes, and (iii) any other applicable state or federal taxes.

**ARTICLE IV  
INSURANCE**

WWH shall provide professional liability insurance. The Physician must cooperate and provide the necessary information and documentation requested by WWH to obtain the necessary coverage for the Physician. WWH is responsible for the payment of the premiums, but the Physician shares a small portion of the premium expense. Those physicians carrying their own malpractice insurance that will cover them for work at WWH-FC will be paid an additional \$10.00 per abortion procedure.

② Peoria

**ARTICLE V  
PATIENTS, CASE RECORDS, AND HISTORIES**

The Physician acknowledges that all patients seen by the Physician pursuant to, and during the term of, this Agreement are WWH's patients. All reports, x-ray films, or other imaging materials, slides, medical data, medical records, patient lists, fee books, patient records, files and other documents or copies thereof, and other confidential information of any kind pertaining to WWH's business, sales, financial conditions, products, or medical activities to which the Physician may have access, belong to and will remain the property of WWH. The Physician further agrees to keep confidential and not to use or to disclose to others, except as expressly required in writing from WWH or by law, any and all items described in this Article V.

**ARTICLE VI  
INDEMNITY**

The Physician shall indemnify and save harmless WWH, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the Physician or its agents, subcontractors, or employees, in the execution or performance of this Agreement, and the failure of the Physician to perform any agreement or covenant required by this Agreement, including obtaining and maintaining the professional liability insurance required in Article IV of this Agreement.

**ARTICLE VII  
CONFIDENTIALITY**

All information relating to WWH's operations, management, or financial status shall be treated as confidential by the Physician (the "Confidential Information"). The Confidential Information shall be and remain Confidential Information both during and after the termination of this Agreement, and shall not be released or disclosed by the Physician unless WWH has given its express prior written consent to such disclosure, which consent must specifically identify the Confidential Information to be disclosed by the Physician, and the nature of disclosure for which consent is given. In the event of a breach by the Physician of the provisions of this Article VII, WWH shall be entitled, at WWH's discretion, to exercise all available remedies at law or in equity



against the Physician, including without limitation, the right to terminate this Agreement and the right to an injunction restraining the Physician from disclosing, in whole or in part, any such information or from rendering services to any person, firm or corporation to whom any of such information may have been disclosed or is threatened to be disclosed. The provisions of this Article VII shall continue to be binding upon the Physician in accordance with its terms after termination of this Agreement for any reason.

### **ARTICLE VIII CONDUCT AND EXPECTATIONS**

Teamwork and respect are core values of the culture of WWH. The staff and owners of the WWH believe holistic healthcare requires a clinic team that respects and supports each other. The patients of WWH regularly comment on the remarkable care they received and how well the staff works together. Good communication and collaboration improve the patient experience. As a Physician working at WWH, you can count on us to:

- Represent you well and with pride to patients and their friends/families.
- Publicly support your decisions/judgments.
- Come to you privately and directly if we have a concern.
- Ask for clarification if we do not understand your orders.
- Chart patient requests or conditions clearly.
- Not ask you to perform procedures or see patients with whom you are uncomfortable.

In return, you are asked to treat patients, their friends/families, and the staff with the same high standard. WWH requires a Physician providing medical services to:

- Offer excellent medical care and be well-informed about medical innovation and practices in the field of healthcare.
- Have rapport with patients consistent with the core values of WWH -- introduce yourself to each patient, make eye contact, ask her if she has questions, take time to listen to what she says.
- Communicate clearly with the WWH leadership about protocols, scheduling, and all other issues impacting your work here.
- Communicate clearly with nurses and staff about patients, treatment issues, and daily clinic flow.
- Provide feed back to the CEO if the clinic practices at the WWH are not up standards
- Generally, interact professionally and appropriately-- arrive on time, ready to see patients, able to make good decisions about patient care and communicate those decisions to staff.

### **Article IX. COVENANT NOT TO COMPETE:**

During the term of this Agreement and continuing for a period of one (1) year thereafter, the Physician shall not engage, directly or indirectly, as a consultant, principal, owner, agent, trustee or through the agency of any corporation, partnership, association or agent or agency, in any business ("Competitive Business") that provides similar and

competing medical services to the Company within a one hundred (100) mile radius of any location where the Company regularly provides services in the State of Illinois. This Agreement shall not restrict or prevent the Physician from performing emergency abortions, as that term is commonly understood in the medical profession, as part of the Physicians practice at hospitals within the one hundred mile radius. Direct or indirect participation in a Competitive Business that is restricted hereby includes loaning funds for the purpose of establishing or operating any Competitive Business, or otherwise giving substantial advice to any Competitive Business, or lending or allowing his name or reputation to be used by any Competitive Business or otherwise allowing his skill, knowledge or experience to be so used.

In the event the Physician attempts to violate Article IX of this Agreement, in addition to all other legal, equitable or contractual remedies, WWH has the right to obtain injunctive relief against WWH to restrain and enjoin Physician from doing so, without the requirement of posting bond.

The parties agree that the restrictions set forth above are reasonable in light of all the facts and circumstances regarding this Agreement. If, however, any court of competent jurisdiction should determine that these restrictions are unreasonable, then the parties agree that the restrictions will, without further acts of the parties, be modified or amended to conform to the judgment of the court as to what would be reasonable; and thereafter the restrictions imposed by this paragraph shall be limited in accordance with the judgment of the court.

In the event of a breach of this Covenant Not to Compete by the parties agree that money damages alone would not be an adequate remedy and that the only adequate remedy would be permanent injunction requiring performance by the Physician of the covenants hereunder in addition to any monetary damages. Accordingly, the Physician agrees that in the event of a breach, WWH may apply to any court of competent jurisdiction for both temporary and permanent injunctions, together with any money damages suffered, together with reasonable costs and attorneys' fees.

#### **ARTICLE X MISCELLANEOUS**

**10.01. Malpractice Claims, Board Investigations, and Peer Review Notices.** The Physician represents and warrants to WWH that, as of the date of this Agreement, the Physician has no knowledge of any pending or threatened malpractice claim or demand for payment made against the Physician, or incident that is likely to give rise thereto. The Physician will promptly notify WWH of any pending or threatened malpractice claim or demand for payment made against the Physician, or incident that is likely to give rise thereto, and will provide such related information as to such claim, demand, or incident as WWH may request. Furthermore, the Physician will promptly notify WWH of (i) any known or suspected act of fraud or abuse, (ii) any action or investigation taken against the Physician by any State or federal agency for fraud or abuse under Title XVIII or Title XIX of the Social Security Act or any State law or regulation; (iii) any action or investigation taken by any licensure board to restrict or revoke the Physician's license to practice medicine, (iv) of any action taken by a hospital to investigate, restrict, or terminate the Physician's medical staff privileges, and

(v) any adverse notification or determination received by the Physician from a utilization, quality control, or peer review organization.

**10.02. Governing Law.** This Agreement will be interpreted, construed, and governed according to the laws of the State of Illinois.

**10.03. Headings.** The headings contained in this Agreement are for the convenience of the parties only and will not be deemed to affect the meaning of the provisions hereof.

**10.04. Prior Agreements Superseded.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

**10.05. Amendment.** This Agreement may be amended or modified only by a written agreement signed by the party against whom enforcement of any waiver, change, or modification is sought.

**10.06. Assignment.** Neither party, without the prior written consent of the other, will be permitted to assign this Agreement to any other party. Any attempted assignment in contravention of this Section 7.06 will be void and will constitute a material breach of this Agreement.

**10.07. Confidentiality and Nondisparagement.** The Physician agrees that the terms of this Agreement are confidential. The Physician will not disclose the terms of this Agreement to any third parties except as may be necessary to obtain advice and counseling from the Physician's attorney, accountants, or financial advisors, or as may otherwise be required by law. The Physician agrees not to make any comments or representations during and after the termination of this Agreement concerning WWH, its affiliates, directors, employees, or agents, or its relationship with the Physician, that may disparage or otherwise damage the reputation, good will, or other interests of WWH or its affiliates, directors, employees, or agents.

10.08. Notices. All notices under this Agreement must be in writing and are effective when hand-delivered, sent by mail, sent by facsimile transmission, or sent by email; to:

Whole Woman's Health of Peoria, LLC  
Contact: Amy Hagstrom Miller  
Address: 1812 Centre Creek Dr. Ste 205  
Austin, TX 78754  
Facsimile No: (512) 832-6568  
Email: amy@wholewomanshealth.com

Physician: Contact Information follows Signature.

THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE ~~JULY-1, 2017.~~ <sup>(D)</sup> Jan 19, 2018  
WHOLE WOMAN'S HEALTH OF PEORIA, LLC

BY: 7(1)(b)  
AMY HAGSTROM MILLER, PRESIDENT

7(1)(b)  
SIGNATURE OF THE PHYSICIAN  
BENJAMIN P. ZRUB 1/19/18  
PRINT THE NAME OF THE PHYSICIAN  
ADDRESS: 5841 S MARYLAND AVE - MC1210  
CHICAGO IL 60637  
EMAIL: BENJAMIN.ZRUB@UCHOSPITALS.EDU

## **CONFIDENTIALITY AND SECURITY AGREEMENT**

As an invitee (the "Invitee") for Whole Woman's Health ("WWH") with access to the premises you must sign and agree to the terms of this Confidentiality and Security Agreement (the "Agreement").

### **PURPOSE:**

Security and confidentiality in a medical office that provides abortion services is of paramount importance. Many individuals and groups will attempt to obtain any and all information about WWH, the physical premises, and the staff and employees of WWH. Any information obtained by such groups and individuals will be widely disseminated and may be used by individuals and groups that want to cause harm to WWH, its employees and premises.

#### **1. CONFIDENTIALITY AND PRIVACY**

The Invitee agrees not to disclose or disseminate in any way any information relating to WWH, including, but not limited to, the names, descriptions or any other information about the staff and employees of WWH; a description or drawings about the physical layout of WWH's premises, including, but not limited to the location of security cameras or other security devices; and any information about patients or other people that may be present at WWH (the "Confidential Information").

#### **2. RETURN OF CONFIDENTIAL INFORMATION**

The Invitee shall take all the appropriate measures to protect the secrecy of and avoid disclosure or improper use of Confidential Information that Invitee may have in its possession to prevent it from falling into the possession of third persons. Invitee agrees to return any and all Confidential Information in its possession to WWH or destroy any and all such Confidential Information after Invitee completes its services to WWH or its contractual relationship with WWH is terminated.

#### **3. EQUITABLE RELIEF**

Invitee agrees that its obligations as set forth by this Agreement are necessary and reasonable in order to protect WWH, its employees and business and the Invitee expressly agrees that monetary damages may be inadequate to fully compensate the WWH for any breach by the Recipient of its covenants, obligations and agreements set forth in the Agreement. Accordingly, Invitee agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to WWH and that, in addition to any other remedies that may be available, in law, equity or otherwise, WWH shall be entitled to seek equitable relief, including, but not limited to temporary and permanent injunctive relief against any threatened or continuing breach of this Agreement, without the necessity of proving actual damages.

NAME OF INVITEE:

7(1)(b)

SIGNATURE AND TITLE OF PERSON SIGNING ON BEHALF OF INVITEE

CONTACT INFORMATION FOR INVITEE:

ADDRESS:

5841 S MARYLAND AVE - MC2050

CHICAGO IL 60672

TELEPHONE NUMBER: 617-717-8205

EMAIL: BENJAMIN.BROWN@UCHOSPITALS.EDU



AT THE FOREFRONT

**UChicago  
Medicine**

DATE: 11/24/2017

TO: Benjamin P. Brown, MD  
Department of Ob/Gyn  
University of Chicago Hospitals  
5841 S. Maryland Ave.  
M/C 2050  
Chicago, IL 60637

FROM: Edward T. Naureckas, MD  
President, Medical Staff Organization

RE: Medical Staff Privileges

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We are pleased to inform you that the Medical Staff Executive Committee, on the recommendation of the Physician Credentials and Privileges Committee, has approved your reappointment application to University of Chicago Medical Center.

Privileges approved from: 12/31/2017 - 12/31/2018.

As a member of the Medical Staff you are expected to fulfill all requirements set forth in the Bylaws, Rules and Regulations of the Medical Staff.

I thank you for your continued success and contributions to this institution.



# Whole Woman's Health

## In-Service Training Documentation for Training Binder

In-Service Title: Daily AED Log

Date: 03/28/2018

In-Service Trainer: Holly Worsfold

Summary of Contents. Attach agenda and/or handouts.

All staff trained on changing the batteries on the AED properly. Also reviewed manufacture instructions.

Staff instructed on the Daily AED log book implemented. And that its to be checked upon opening of office daily.

### Attendance

Print name

Laura Franklin RN  
JIMENA LOPEZ  
Sherry Casa  
Debra L. Bailey  
KATHY COBLE  
Wendy Quinn  
Bonnie B. Potenberg

7(1)(b)





**Whole Woman's Health of Peoria, LLC**

7405 N. University St. Suite D, Peoria, IL 61614

P: 309-691-9073 / F: 309-691-4528

**In-Service Training  
Documentation for Personnel File**

---

Staff Member: All staff

Title: AED daily log

Date: 03-28-2018

Trainer: Holly Worstfold

In-Service Title: Daily AED log instituted.

Describe what you learned. Attach agenda and/or handouts:

All staff trained on changing the batteries. And how to check the active status Indicator. Green flashing light means batteries are functioning properly. Red flashing light indicates AED needs attention.

All staff made aware of new "daily AED log" and to be done as part of opening office daily.

Staff Signature:

Deborah L. BAILEY

7(1)(b)

7(1)(b)

Trainer Signature

Reviewed 9/15







# Whole Woman's Health

## **In-Service Training Documentation for Training Binder**

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In-Service Title: Reviewed policy for Decontamination, Disinfection, Sterilization, and Storage of Sterile Supplies.

Date: 05/10/2018

In-Service Trainer: Holly Worsfold & Kathy Coble

Summary of Contents. Attach agenda and/or handouts.

Implemented Mckesson spore testing. Kathy demonstrated how to properly run a sample. Also went over manufacture manual.

Holly reviewed the policy and how to properly document.

### **Attendance**

Print name

Dawn Franklin (n)

LITIANA LOPEZ

Sherry Crisp

DeDora L. Bailey

KATHY CABLE

Wendy King

Bonnie F. Rittenberg

Signature

7(1)(b)

Biological Record Sheet				
Test Date	Sterilizer	Load No.	Initials	COMMENTS
5-10-18	PC	7	JC	LOT 262 EXP 09/01/20
Incubation Date		Test Results	Control Results	
IN: 5-10-18	OUT: 5-11-18	⊖ +	⊖ +	LOT 6742 EXP 02/28/20
Test Date	Sterilizer	Load No.	Initials	COMMENTS
5-10-18	TUTT	7	JC	LOT 262 EXP 09/01/20
Incubation Date		Test Results	Control Results	
IN: 5-10-18	OUT: 5-11-18	⊖ +	⊖ +	LOT 6742 EXP 02/28/20
Test Date	Sterilizer	Load No.	Initials	COMMENTS
5-14-18	PC	7	JC	LOT 262 EXP 09/01/20
Incubation Date		Test Results	Control Results	
IN: 5-14-18	OUT: 5-15-18	⊖ +	⊖ +	LOT 6742 EXP 02/28/20
Test Date	Sterilizer	Load No.	Initials	COMMENTS
5-17-18	PC	7	JC	LOT 262 EXP 09/01/20
Incubation Date		Test Results	Control Results	
IN: 5-17-18	OUT: 5-18-18	⊖ +	⊖ +	LOT 6742 EXP 02/28/20
Test Date	Sterilizer	Load No.	Initials	COMMENTS
5-17-18	TUTT	7	JC	LOT 262 EXP 09/01/20
Incubation Date		Test Results	Control Results	
IN: 5-17-18	OUT: 5-18-18	⊖ +	⊖ +	LOT 6742 EXP 02/28/20
Biological Results: - No color change in media (sterile) + Media changes to yellow (non-sterile)				

Biological Record Sheet				
Test Date	Sterilizer	Load No.	Initials	COMMENTS
Incubation Date		Test Results	Control Results	
IN:	OUT:	- +	- +	
Test Date	Sterilizer	Load No.	Initials	COMMENTS
Incubation Date		Test Results	Control Results	
IN:	OUT:	- +	- -	
Test Date	Sterilizer	Load No.	Initials	COMMENTS
Incubation Date		Test Results	Control Results	
IN:	OUT:	- +	- +	
Test Date	Sterilizer	Load No.	Initials	COMMENTS
Incubation Date		Test Results	Control Results	
IN:	OUT:	- +	- +	
Test Date	Sterilizer	Load No.	Initials	COMMENTS
Incubation Date		Test Results	Control Results	
IN:	OUT:	- +	- -	
Biological Results: - No color change in media (sterile) + Media changes to yellow (non-sterile)				



# MAYFIELD

MEDICAL SERVICES

200 W Central St  
Bethalto, IL 62010

## INVOICE

DATE	INVOICE#	CUST#
5/24/2017	0000047162	7(1)(b)

**BILL TO:**

Whole Womans Health  
7405 N University St  
Suite D  
Peoria IL 61614

**SHIP TO:**

Whole Womans Health  
7405 N University St  
Suite D  
Peoria IL 61614

P.O. NUMBER		TERMS	DUE DATE	REP
		2% 10 NET 30	6/23/2017	0023
QUAN	PART#	DESCRIPTION	PRICE	AMOUNT
1.00		Labor For Stanley Chytil date of service 5-23-17 on a Pelton & Crane Sterilizer Model Omni-Clave, S/N A4-36746.	149.00	149.00
		The sterilizer is heating only to 118C and then stops. Checked the unit and the temperature knob is turn all the way down. Set temperature button all the way Up and start cycle. Unit reached 272F at 30psi in 15 minutes and start sterilizing. Vented chamber and start dry cycle. Unit finished without any problems and is in good working condition.		
<b>TOTAL</b>				<b>\$149.00</b>

Mayfield Medical Services, Inc. appreciates your business!!

Phone: 800-667-3570

Fax: 877-598-1976

PLEASE REMIT PAYMENT TO 200 W CENTRAL ST BETHALTO IL 62010

*Received  
6-2-17 HeW  
7501 \$149.00*





**Whole Woman's Health of Peoria, LLC**

7405 N. University St. Suite D, Peoria, IL 61614

P: 309-691-9073 / F: 309-691-4528

**In-Service Training  
Documentation for Personnel File**

---

Staff Member: All Staff

Title: Spore testing

Date: 05-10-2018

Trainer: Holly Worsfold + Kathy Coble

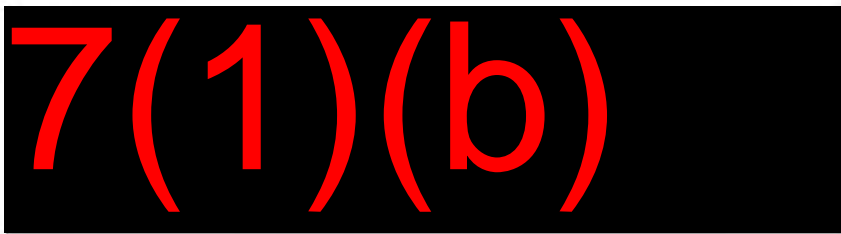
In-Service Title: Reviewed Policy for Decontamination, Disinfection, Sterilization  
and Storage of Sterile Supplies

Describe what you learned. Attach agenda and/or handouts:

Implemented McKesson Spore testing. Kathy demonstrated how they work. Also went over factory manual

Reviewed policy and documentation in "Autoclave load log" binder

Staff Signature:



Trainer Signature: \_\_\_\_\_

Reviewed 9/15







## Whole Woman's Health Medication Abortion Consent

**I certify the following to be true (please initial each line):**

\_\_\_\_\_ I take responsibility for making the decision to have an abortion and nobody is forcing me to have a medication abortion.

\_\_\_\_\_ I am sure of my decision and understand that once I take mifepristone (Mifeprex™), I have started the abortion process and I can NOT change my mind.

\_\_\_\_\_ I understand that I must place 4 tablets of misoprostol (Cytotec™) 200 mcg buccally (between cheeks and gums) 24 to 48 hrs after taking the mifepristone (Mifeprex™).

\_\_\_\_\_ I understand and agree to the medication abortion process using mifepristone (Mifeprex™) and misoprostol (Cytotec™). I understand these medications usually interrupt the growth of a pregnancy and cause an abortion.

\_\_\_\_\_ I understand that mifepristone (Mifeprex™) is an FDA approved drug for abortion and that misoprostol (Cytotec™) has FDA approval for preventing stomach ulcers.

\_\_\_\_\_ I realize that there are possible side effects of the drugs mifepristone (Mifeprex™) and misoprostol (Cytotec™). Mifepristone (Mifeprex™) may cause nausea, diarrhea, and bleeding. Possible side effects of misoprostol include but are not limited to nausea, vomiting, diarrhea, fever, abdominal pain, and cramping. Undergoing a medication abortion includes risk of infection and sepsis.

\_\_\_\_\_ There is also a 0.1% risk of hemorrhage, a 0.2% risk of infection, a 0.07% risk of hospitalization, and 0.1% chance of needing a blood transfusion.

\_\_\_\_\_ I understand that the use of misoprostol (Cytotec™) usually results in moderate to severe cramping that can last several hours, and that pain medication may not provide complete relief.

\_\_\_\_\_ I understand that the intended result of using mifepristone (Mifeprex™) and misoprostol (Cytotec™) is to abort the pregnancy and has about a 95-97% success rate. I understand I may or may not be able to see the egg sac, embryo or fetus, placenta, and pregnancy-related material, and that it is not exactly predictable when the pregnancy will pass.

\_\_\_\_\_ I understand that for my safety, in case of an emergency, I should have a support person with me or "on-call" that can drive and has an available car the day I use the misoprostol.

\_\_\_\_\_ I have been advised to be within one hour's drive from an emergency room, and to have a phone with me, at the time that I ingest the misoprostol (Cytotec™).

\_\_\_\_\_ I consent to all medications, shots, blood and urine tests, and ultrasounds performed at Whole Woman's Health in the course of my treatment.

\_\_\_\_\_ I have been advised to contact Whole Woman's Health's emergency number if I have signs of hemorrhage, fever, infection, or severe diarrhea and vomiting.

\_\_\_\_\_ I understand that there is a possibility of a co-existing pregnancy located outside of my uterus and not visualized on today's ultrasound. I understand that mifepristone may not abort a pregnancy located outside the uterus. These pregnancies are called ectopic pregnancies and can pose serious health risks including rupture and internal hemorrhage, which may be life threatening. I understand the symptoms of a concurrent ectopic pregnancy and when to call.

\_\_\_\_\_ I understand that more than one visit to Whole Woman's Health is necessary to make sure that the abortion has occurred and that I am no longer pregnant. I agree to return to Whole Woman's Health for my follow-up appointment 7 to 14 days after I have taken the mifepristone (Mifeprex™).

\_\_\_\_\_ I realize that medication abortion has about a 3-5% failure rate and that the drugs may cause serious fetal deformities, such as deformed arms and legs, paralyzed face, and nerve damage.

\_\_\_\_\_ I agree to have a surgical abortion if the medication abortion fails. I understand that there is a slight risk of the following possible complications with a surgical abortion:

- |  |  |
|--|--|
| <input type="checkbox"/> infection           | <input type="checkbox"/> scar tissue in the uterus                                 |
| <input type="checkbox"/> hemorrhage          | <input type="checkbox"/> tear or puncture of the uterus, cervix, bowel, or bladder |
| <input type="checkbox"/> incomplete abortion | <input type="checkbox"/> death   |
| <input type="checkbox"/> anesthetic reaction |  |

\_\_\_\_\_ I understand that when possible, I shall be treated for any resulting complications by Whole Woman's Health in the clinic at no extra charge to me. However, should hospitalization or treatment at another facility be necessary, I understand that I will be responsible for any charges accrued.

\_\_\_\_\_ I understand that the risk of death (mortality) is much greater for childbirth than for a first trimester surgical or medication abortion, but that a mortality risk exists for any outcome of pregnancy.

\_\_\_\_\_ I understand the patient consent for medication abortion.

**To the best of my knowledge, I do NOT have any of the following (please initial each line to certify that these conditions do NOT apply to you):**

- \_\_\_\_\_ Sickle cell anemia, leukemia, or thalassemia
- \_\_\_\_\_ Heart disease that is AHA class 3 or higher
- \_\_\_\_\_ Adrenal insufficiency
- \_\_\_\_\_ An IUD in place
- \_\_\_\_\_ Blood clotting disorders
- \_\_\_\_\_ Liver or kidney disease
- \_\_\_\_\_ Seizure disorder or epilepsy that is not controlled by medication
- \_\_\_\_\_ Inflammatory bowel disease (such as colitis, Crohn's, irritable bowel syndrome)
- \_\_\_\_\_ Allergy to mifepristone (Mifeprex™) or misoprostol (Cytotec™)
- \_\_\_\_\_ Any medical condition that requires me to take "blood thinners" such as aspirin (ASA), warfarin (Coumadin™), or heparin
- \_\_\_\_\_ High blood pressure not controlled by medication
- \_\_\_\_\_ Long term use of corticosteroids
- \_\_\_\_\_ Respiratory disease
- \_\_\_\_\_ Known or suspected ectopic pregnancy
- \_\_\_\_\_ Immune Deficiency Disorder
- \_\_\_\_\_ Alcohol or drug addiction
- \_\_\_\_\_ Take any of the following medications on an everyday basis (If so, please circle)
  - Aspirin    Coumadin    Ibuprofen    Heparin    Rifampin    Dexamethasone    Phenytoin
  - Phenobarbital    Carbamazepine    Ketoconazole    Itraconazole    Erythromycin

### **Using Mifepristone "Off-Label"**

The "off-label" or evidence-based alternative dispensing of a medication involves giving instructions for use of a prescription medication that differ from the written instructions that the pharmaceutical company and the FDA agreed upon when the drug was released. The "off-label" use of medications is perfectly acceptable and legal. Physicians commonly dispense and prescribe medications for "off-label" use when they have knowledge and experience in the use of a particular drug in a manner different than the written labeling, and when they understand that the "off-label" use will have an effective and efficient result with no significant increase in risks or side effects. The "off-label" use of mifepristone (Mifeprex™) (RU486) and misoprostol (Cytotec™) is based on studies by Schaff and Winikoff, showing that vaginal insertion of misoprostol (Cytotec™) is just as effective as buccal ingestion with less side effects. Furthermore, a study by Mitch Creinin shows taking misoprostol (Cytotec™) 6 to 72 hrs after the mifepristone (Mifeprex™) to be just as effective as taking it 24-48 hrs after mifepristone (Mifeprex™).

By my signature below, I confirm that I have read and understood this information on the "off-label" use of mifepristone (Mifeprex™) and misoprostol (Cytotec™), and have had an opportunity to ask any questions I might have regarding the use of these medications.

Patient's Signature \_\_\_\_\_ Date \_\_\_\_\_

Patient name (printed) \_\_\_\_\_

Counselor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Physician Signature \_\_\_\_\_



## Whole Woman's Health

### **In-Service Training Documentation for Training Binder**

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In-Service Title: Counseling and Documentation

Date: 05/16/2018

In-Service Trainer: Holly Worsfold

Summary of Contents. Attach agenda and/or handouts.

Reviewed Medical Abortion procedure, aftercare instructions, and importance of follow up. Also possible complications.

Reviewed the importance of proper documentation. Went over chart audit reviews before discharging the patient.

#### **Attendance**

Print name

Dawn Franklin, RN

LI MENA LOPEZ

Sherryl Criss

Debra L. Bailey

KATHY COBLE

Wendy Winn

Bonnie F. Botenbury

Signature

7(1)(b)