
GERHARDSTEIN & BRANCH

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ROBERT F. LAUFMAN
OF COUNSEL

August 26, 2019

Mr. James Hodge
Chief, Bureau of Regulatory Operations
Ohio Department of Health
246 North High Street
Columbus, OH 43215

Re: Women's Med Center Dayton
Request for Variance to the Hospital Transfer Agreement Requirement

Dear Mr. Hodge:

I represent Women's Med Group Professional Corporation and Women's Med Center Dayton ("WMCD"). I am writing to request a variance of O.R.C. § 3702.303 which requires ASFs have a written transfer agreement ("WTA") with a local hospital. WMCD has requested a written transfer agreement with all the local hospitals but none have agreed to provide a WTA.

WMCD has contracted with Drs. Barhan, Duke, Yaklic, and Dunn to provide backup physician services (Attachment 1). WMCD also has a contract with Wright State Physicians Women's Health Care ("WSPWHC") to provide back-up coverage. (Attachment 2). The four physicians have admitting privileges at Miami Valley Hospital and have agreed to exercise those privileges to provide for the continuity of care and the timely, unimpeded acceptance and admission of PPSWO's emergency patients.

WMCD has revised its patient hospital transfer protocol (Attachment 3) and back-up physician credentialing protocol (Attachment 6) in order to ensure continuity of care for any patient who may need to be transferred to a hospital.

As is explained in more detail below, WMCD's alternative to a written transfer agreement provides patients with the same level of safety and protection as a written transfer

agreement would provide. For these reasons, WMCD requests a variance from the WTA requirement.

Drs. Barhan, Duke, and Yaklic are credentialed with admitting privileges in Obstetrics and Gynecology without restrictions at Miami Valley Hospital and will arrange patient admission and care for each patient needing medical services according to each patient's need. Dr. Dunn is credentialed with admitting privileges in General Surgery without restrictions at Miami Valley Hospital and will arrange patient admission and care for each patient needing medical services according to each patient's need. Drs. Barhan, Duke, Yaklic, and Dunn have agreed to exercise those privileges to provide for the continuity of care and the timely, unimpeded acceptance and admission of WMCD's patients.

WMCD's alternative to a written transfer agreement satisfies ODH's November 17, 2011 protocol and the provisions of O.R.C. § 3702.303 as follows:

- a. The attached contract complies with the requirements in ODH's protocol. WMCD has a written policy ensuring coverage by the backup physicians who can admit patients to a hospital in the event that a patient experiences a surgical complication, an emergency, or other medical need and needs to be transferred from WMCD to the hospital. (Attachment 3). Drs. Barhan, Duke, and Yaklic's offices are located 5 minutes away from MVH by car. Dr. Dunn's office is located approximately 10 minutes by vehicle.
- b. Drs. Barhan, Duke, Yaklic, and Dunn currently have active status with the Ohio Medical Board and possess a current medical license. (Attachment 4).
- c. Neither Drs. Barhan, Duke, Yaklic, nor Dunn have had any actions taken against them by the Ohio State Medical Board for violations of R.C. § 4731.22 according to their agreement with the facility. Nor does any physician have a pending action or a complaint under review by the Ohio State Medical Board for violations of R.C. § 4731.22 according to their agreement with the facility. (Attachment 4).
- d. All backup physicians are credentialed with admitting privileges in Gynecology or General Surgery without restrictions at Miami Valley Hospital. This has been verified the physicians in the contract and in the attached credentials. (Attachment 5). Furthermore, the physicians have notified MVH that the group is consulting for WMCD and that it has agreed to provide backup services. (See Exhibit A to Attachment 1).
- e. Drs. Barhan, Duke, Yaklic, and Dunn agreed in the contract to immediately inform WMCD of any circumstances that may impact their ability to provide for continuity of care and the timely, unimpeded acceptance and admission of the WMCD's emergency patients.
- f. Drs. Barhan, Duke, Yaklic, and Dunn are familiar with WMCD and its operations and its policy. The contract verifies this.

g. Drs. Barhan, Duke, Yaklic, and Dunn have verified that there is practically no travel time from the WSPWHC office to the hospital. The travel time is 5 minutes by car for all but Dr. Dunn who is approximately 10 minutes away by vehicle.

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

i. Drs. Barhan, Duke, Yaklic, and Dunn agree they have access to and will use MVH's on-call consulting/referral physicians outside WSPWHC's area of specialty/expertise, if necessary.

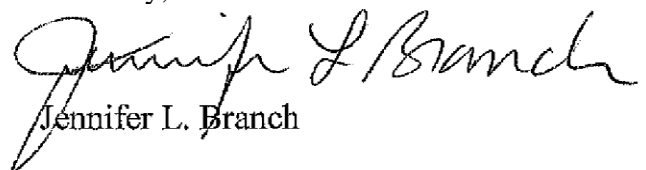
j. See i above.

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

This variance request is a good faith attempt to comply with ODH's November 17, 2011 protocol and O.R.C. § 3702.303. WMCD has not been informed by ODH of any additional rules or regulations that apply to a variance request. If ODH implements any additional rules, WMCD requests ODH to notify WMCD.

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

Sincerely,



Jennifer L. Branch

C: Heather Coglianese
Tiffany Carwile

Encls. Attachment 1 Back-up physician agreements
Attachment 2 WSPWHC agreement
Attachment 3 WMCD Back-up Physician and Hospital Transfer protocol dated 8.26.19
Attachment 4 Verification of status of license with the Ohio Medical Board
Attachment 5 Miami Valley Hospital Privileges
Attachment 6 WMCD Back-up Physician credentialing protocol dated 8.26.19

BACK-UP PHYSICIAN SERVICES AGREEMENT

This Back-Up Physician Services Agreement ("Agreement") is effective as of July 24, 2015 ("Effective Date"), by and between Women's Med Professional Corporation, an Ohio professional corporation, ("WMPC") and Janice Duke, M.D., Sheela Barhan, M.D., and Dr. Jerome Yaklic, M.D. ("Physicians").

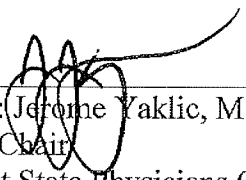
1. Dr. Janice Duke, Dr. Sheela Barhan, and Dr. Jerome Yaklic agree to be back-up physicians for WMPC. Physicians agree to provide 24/7 emergency back-up hospital admission for WMPC's patients in the event of surgical complication, emergency situations, or other medical needs that request a level of service beyond the capability of WMPC. In the event that any Physician is not on call at the time admission is needed he or she will insure that coverage is provided by the other physicians who provide coverage for them in their medical practice, Wright State Physicians Obstetrics & Gynecology ("WSP Ob/Gyn").
2. Wright State Physicians Obstetrics & Gynecology is the faculty practice plan for the department of Obstetrics and Gynecology responsible for overseeing the ACGME accredited education and training for resident physicians at the Miami Valley Hospital. As part of WSP Ob/Gyn's responsibility for the resident training program, it provides a supervising physician in the hospital 24 hours 365 days a year. All of the on-call physicians in WSP Ob/Gyn's group are board certified or board eligible in Obstetrics and Gynecology, have active Ohio medical licenses and have admitting privileges at Miami Valley Hospital as a requisite for membership in the department. The Physicians are members of Wright State Physicians, Inc. ("WSP"), the nonprofit corporation that oversees WSP Ob/Gyn.
3. Dr. Duke, Dr. Barhan, and Dr. Yaklic agree they each have admitting privileges at Miami Valley Hospital in Dayton, Ohio and will exercise those privileges to provide for the continuity of care and the timely, unimpeded acceptance and admission of WMPC's patients. Copies of Physicians admitting privilege credentials are attached as Exhibit A.
4. Dr. Duke attests that the following statements are true:
 - a. I am licensed to practice medicine in Ohio.
 - b. I am familiar with WMPC and its operations.
 - c. I agree to provide WMPC notice of any changes in my ability to provide back-up coverage.
 - d. The travel time from my main office to Miami Valley Hospital is approximately 5 minutes by foot.

5. Dr. Barhan attests that the following statements are true:
 - a. I am licensed to practice medicine in Ohio.
 - b. I am familiar with WMPC and its operations.
 - c. I agree to provide WMPC notice of any changes in my ability to provide back-up coverage.
 - d. The travel time from my main office to Miami Valley Hospital is approximately 5 minutes by foot.
6. Dr. Yaklic attests that the following statements are true:
 - a. I am licensed to practice medicine in Ohio.
 - b. I am familiar with WMPC and its operations.
 - c. I agree to provide WMPC notice of any changes in my ability to provide back-up coverage.
 - d. The travel time from my main office to Miami Valley Hospital is approximately 5 minutes by foot.
7. The Physicians verily that
 - a. Each has told WMPC that her/his specialty is Obstetrics and Gynecology.
 - b. WMPC may contact Physicians by calling Match MD, telephone number 866-200-1935, and asking for the *doctor on call*.
 - c. Each has informed Miami Valley Hospital that she/he is consulting for WMPC and has agreed to provide back-up coverage for the facility when medical care beyond the care the facility can provide is necessary. Copies of Physician's notice to the hospital are attached as Exhibit B.
8. The Physicians agree they are licensed to practice medicine in Ohio and will alert WMPC within 24 hours if their active status to practice medicine in Ohio changes.
9. The Physicians agree that no disciplinary actions have been taken against them and that no complaints are under review by the Ohio State Medical Board for violations of R.C. §4731.22. The Physicians agree to alert WMPC within 24 hours if an action is taken against any of them by the Ohio State Medical Board.
10. The Physicians agree they are credentialed with admitting privileges in Obstetrics and Gynecology without restrictions at Miami Valley Hospital in Dayton, Ohio. Any one Physician or their practice WSP Ob/Gyn will arrange patient admission and care for each patient needing medical services according to each patient's need.
11. Physicians agree to immediately and without delay inform WMPC of any circumstances that may impact their ability to provide for continuity of care and the timely, unimpeded acceptance and admission of the WMPC's patients.
12. If Physicians experience any planned or unplanned absence from the locale for one business day *where coverage will not be available* through another member of their group, WSP Ob/Gyn, they agree to provide WMPC with notice before such date or as soon as practicable (if the absence is

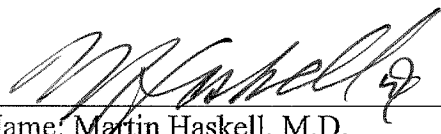
unplanned) or three business days before such date or as soon as practicable (if the absence is planned in advance).

13. The Physicians agree they have access to and will use Miami Valley Hospital's on-call consulting/referral physicians outside of their area of specialty/expertise, if necessary.
14. WMPC agrees to provide the Physicians with the patient's name, reason for referral, current medical condition and the means of transport to the hospital.
15. WMPC agrees to send to the hospital with the patient a copy of all patient records.
16. This agreement may only be modified in writing.
17. This agreement may be terminated without cause after thirty (30) days written notice is provided to the parties.

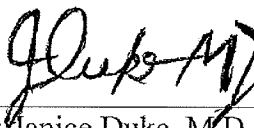
The parties have executed this Agreement by each or their authorized representatives.



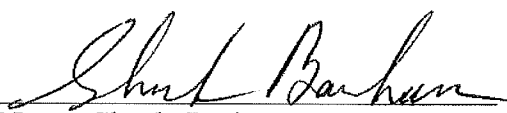
Name: Jerome Yaklic, M.D.
Title: Chair
Wright State Physicians Ob/Gyn



Name: Martin Haskell, M.D.
Title: Medical Director
Women's Med Professional Corporation



Name: Janice Duke, M.D.
Title: Physician
Wright State Physicians



Name: Sheela Barhan, M.D.
Title: Physician
Wright State Physicians

Mark Shaker
President and Chief Executive Officer
Miami Valley Hospital

7/24/2015

Re: Back-up Agreement with Women's Medical Center of Dayton

Dear Mr. Shaker,

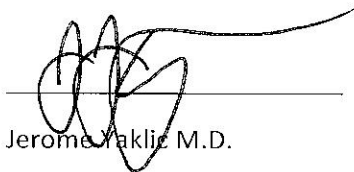
We are required to notify our hospital administration of a back-up agreement with the Women's Medical Center of Dayton. Sheela Barhan M.D., Janice Duke M.D., and Jerome Yaklic M.D. are serving as consulting physicians for Women's Medical Center of Dayton. We will be consulted when medical care is needed that is beyond the scope of that which the Women's Medical Center of Dayton can provide. Patients treated at the Women's Medical Center who require hospitalization will be admitted by us or a covering member of our practice for care.

A handwritten signature in cursive script, reading "Sheela Barhan", written over a horizontal line.

Sheela Barhan M.D

A handwritten signature in cursive script, reading "Janice Duke MD", written over a horizontal line.

Janice Duke M.D.

A handwritten signature in cursive script, reading "Jerome Yaklic", written over a horizontal line.

Jerome Yaklic M.D.

BACK-UP PHYSICIAN SERVICES AGREEMENT

This Back-Up Physician Services Agreement ("Agreement") is effective as of June 24, 2019 ("Effective Date"), by and between Women's Med Professional Corporation, an Ohio professional corporation, ("WMPC") and Margaret Dunn, M.D. ("Physician").

1. Dr. Dunn agrees to be a back-up physician for WMPC. Physician agrees to provide 24/7 emergency back-up hospital admission for WMPC's patients in the event of surgical complication, emergency situations, or other medical needs that request a level of service beyond the capability of WMPC. In the event that Physician is temporarily unavailable, s/he will notify WMPC and WMPC will follow its protocols to ensure that coverage is provided by the other physicians who provide coverage as back-up physicians for WMPC.
2. Dr. Dunn agrees she has admitting privileges at Miami Valley Hospital in Dayton, Ohio and will exercise those privileges to provide for the continuity of care and the timely, unimpeded acceptance and admission of WMPC's patients. A copy of Dr. Dunn's admitting privilege credentials are attached as Exhibit A.
3. Dr. Dunn attests that the following statements are true:
 - a. I am licensed to practice medicine in Ohio.
 - b. I am familiar with WMPC and its operations.
 - c. I agree to provide WMPC of notice of any changes in my ability to provide back-up coverage.
 - d. The travel time from my office to Miami Valley Hospital is approximately 10 minutes by vehicle.
4. The Physician verifies that:
 - a. She told WMPC that her specialty is Surgery;
 - b. WMPC may contact Physician by calling (937) 245-7200.
 - c. Physician has informed Miami Valley Hospital that she is consulting for WMPC and has agreed to provide back-up coverage for the facility when medical care beyond the care the facility can provide is necessary. A copy of Dr. Dunn's notice to the hospital is attached as Exhibit B.
5. Physician agrees she is licensed to practice medicine in Ohio and will alert WMPC within 24 hours if her active status to practice medicine in Ohio changes.
6. Physician agrees that no disciplinary actions have been taken against her and that no complaints are under review by the Ohio State Medical Board for violations of R.C. §

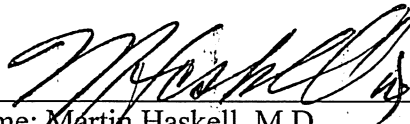
4731.22. The Physician agrees to alert WMPC within 24 hours if an action is taken against her by the Ohio State Medical Board.

7. Physician agrees she is credentialed with admitting privileges without restrictions at Miami Valley Hospital in Dayton, Ohio. Physician will arrange patient admission and care for each patient needing medical services according to each patient's need.
8. Physician agrees to immediately and without delay inform WMPC of any circumstances that may impact her/his ability to provide for continuity of care and the timely, unimpeded acceptance and admission of WMPC's patients.
9. If Physician experiences any planned or unplanned absence from the locale for one business day where coverage will not be available through another member of her group or through another WMPC back up physician, she agrees to provide WMPC with notice before such date or as soon as practicable (if the absence is unplanned) or three business days before such date or as soon as practicable (if the absence is planned in advance).
10. The Physicians agree they have access to and will use Miami Valley Hospital's on-call consulting/referral physicians outside of their area of specialty/expertise, if necessary.
11. WMPC agrees to provide the Physician with the patient's name, reason for referral, current medical condition and the means of transport to the hospital.
12. WMPC agrees to send to the hospital with the patient a copy of all patient records.
13. This agreement may only be modified in writing.
14. This agreement may be terminated without cause after thirty (30) days written notice is provided to the parties.

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



Name: Margaret Dunn, M.D.
Title: Physician



Name: Martin Haskell, M.D.
Title: Medical Director
Women's Med Professional Corporation

Dunn, Margaret

To: mrbelcastr@premierhealth.com
Subject: agreement with Women's Medical Professional Corporation

Dr. Belcastro

In your role as Chief Medical Officer for Miami Valley Hospital, I want to inform you that I have agreed to be an additional physician providing back-up coverage for the Women's Medical Center facility when medical care beyond the care the facility can provide is necessary. My outpatient office address in this context is the same as the other physicians whom have previously agreed to provide this coverage. I have been seeing patients at the same office since March 2019.

Margaret Dunn MD

Exhibit A

BACK-UP PHYSICIAN SERVICES AGREEMENT

11/1/2013
NOVEMBER 2013 This Back-Up Physician Services Agreement ("Agreement") is effective as of 2013 ("Effective Date"), by and between Women's Med Professional Corporation, an Ohio professional corporation, ("WMPC") and Wright State Physicians Women's Health Care ("WSPWHC").


1. Wright State Physicians Women's Health Care is the faculty department of Obstetrics and Gynecology for the Wright State University Boonshoft School of Medicine overseeing the ACGME-accredited education and training for resident physicians at Miami Valley Hospital ("MVH") in Dayton, Ohio. Part of our responsibility for the resident training program is to provide a supervising physician in the hospital 24 hours 365 days a year. All of the physicians in our group are board certified or board eligible in Obstetrics and Gynecology, have active Ohio medical licenses and have admitting privileges at Miami Valley Hospital as a requisite for membership in our department.
2. WSPWHC agrees its physicians are credentialed with admitting privileges in Obstetrics and Gynecology without restrictions at MVH and will arrange patient admission and care for each patient needing medical services according to each patient's need.
3. WSPWHC agrees to provide 24/7 emergency hospital admission as the admitting physician for WMPC's patients in the event of surgical complications, emergency situations, or other medical needs that require a level of service beyond the capability of WMPC.
4. WSPWHC attests that the following statements are true:
 - a. its physicians are licensed to practice medicine in Ohio and will alert WMPC within 24 hours if any physicians' active status to practice medicine in Ohio changes;
 - b. its physicians are familiar with WMPC and its operations;
 - c. its physicians agree to provide WMPC notice of any changes in their ability to provide back-up coverage; and
 - d. the travel time from WSPWHC main offices to MVH is approximately 5 minutes by foot as we are located on the MVH Campus located in downtown Dayton. After the office is closed, physicians on call for the practice are within 30 minutes of Miami Valley Hospital and will respond within this time frame if needed.

5. WSPWHC verifies that:
 - a. it has told WMPC that its physicians' specialty is Obstetrics and Gynecology;
 - b. WMPC may contact WSPWHC by calling the office telephone number 937.208.6810 during the hours of 8:30am and 4:30 pm and ask to speak to the *private office doctor on call* regarding any question related to or the transportation needs of a patient. During non-office hours, call the answering service, Match MD, telephone number 866.200.1935 and ask for the *private office doctor on call*; and
 - c. WSPWHC has informed MVH that its physicians are consulting for WMPC and have agreed to provide back-up coverage for the facility when medical or surgical complications arise for WMPC patients
6. WSPWHC agrees that no disciplinary actions have been taken against any of its physicians and that no complaints are under review by the Ohio State Medical Board for violations of R.C. § 4731.22. WSPWHC agrees to alert WMPC within 24 hours if an action is taken against any of its physicians by the Ohio State Medical Board.
7. WSPWHC agrees to immediately and without delay inform WMPC of any circumstances that may impact its physicians' ability to provide for continuity of care and the timely, unimpeded acceptance and admission of the WMPC's patients.
8. If all WSPWHC physicians experience any planned or unplanned absence from the locale for one business day, WSPWHC agrees to provide WMPC with notice before such date or as soon as practicable (if the absence is unplanned) or three business days before such date or as soon as practical (if the absence is planned in advance).
9. WSPWHC agrees it has access to and will use MVH's on-call consulting/referral physicians outside WSPWHC's area of specialty/expertise, if necessary.
10. WMPC agrees to provide WSPWHC with the patient's name, reason for referral, current medical condition and the means of transport to the hospital.
11. WMPC agrees to send to the hospital with the patient a copy of all patient records.
12. This agreement may only be modified in writing.
13. This agreement may be terminated without cause after thirty (30) days written notice is provided to the parties.


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

Wright State Physicians Women's Health Care

Women's Med Professional Corporation


Name: Sheela Barhan, M.D.
Title: Physician


Name: Martin Haskell, M.D.
Title: Medical Director


Alan P. Marco, M.D.
Title: President and CEO
Wright State Physicians

G. Hospital Transfer Protocol

1. Overview

Transfer of a patient to a hospital for a successful outcome requires the actions of several staff members performing their duties in a coordinated and seamless fashion. However, safety and continuing care of the patient is always the first priority.

In summary:

DUTY	RESPONSIBLE PERSON
Continue emergency measures: IVs, oxygen, airway management, CPR, etc. Monitor and record vital signs. Reassure and support patient.	Attending physician and nursing staff
Call 911 requesting transport and brief description of reason for transport.	Charge Nurse or attending physician
Notify front desk staff of emergency and its location.	Charge Nurse
Notify receiving (backup) physician of need for transfer	Attending physician
Complete patient record and Patient Transport and Transfer Form . Print patient record.	Attending physician
Notify hospital/emergency room of impending transfer.	Attending physician or back-up physician
Locate those accompanying patient and move to a private office	Front desk staff
Notify those accompanying patient of transfer, reassure them, arrange or direct their trip to the hospital.	Senior nursing staff as available
Relocate visitors away from entrance, ingress path of EMS personnel and area of emergency	Available staff
Inform waiting patients of delay and reschedule as necessary.	Front Desk staff

2. Attending Physician

The attending physician is responsible for the patient outcome and shall direct the care of the patient

The attending physician shall prepare a detailed note in the patient EMR of the nature of the emergency, physical findings, the care given, the order for transfer and the patient's condition at the time of transport. The attending physician shall complete two copies of the **Patient Transport and Transfer Form**, one for EMS and the other to be scanned into the patient chart.

The attending physician shall make arrangements to transport the patient, her complete surgical chart, and the **Patient Transport and Transfer Form** to the hospital. This will include a copy of other relevant medical records that are readily available.

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

The attending physician or backup physician shall contact the receiving Emergency Room physician and provide all necessary medical information and history for the ER physician to appropriately care for the patient until the backup physician arrives.

The attending physician shall provide instructions to the EMS personnel as to appropriate care for the patient while in transit, or alternatively accompanies or directs a nurse to accompany the patient in the ambulance if the patient's condition is grave or requires ongoing medical care beyond the scope of EMS abilities.

The attending physician shall communicate the nature of the emergency and care plan with those accompanying the patient as soon as practical without endangering the patient's safety.

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

3. Charge Nurse

The in charge nurse is responsible for coordinating the nursing and administrative staff response for patient transfer.

The charge nurse shall call 911 and request EMS when requested by the physician. She shall provide 911 with a brief but sufficient description of the nature of reason for transport.

The charge nurse calls or directs someone to call the in-charge person for the front desk/reception/waiting areas to notify them that an ambulance has been called.

The charge nurse shall direct someone to move patients and visitors in the surgical area into areas where they will not observe the ambulance crew entering or leaving (patient privacy).

The charge nurse shall talk with the patient's family/visitors and explain the circumstances and plan to them; take them to wait with the patient if circumstances warrant.

The charge nurse shall direct EMS to take the patient to the hospital designated by the backup or attending physician.

The charge nurse shall insure that EMS has a copy of the patient's medical record in an envelope with the **Patient Transport and Transfer Form** securely attached to the outside of the envelope.

If requested by the attending physician or EMS, the charge nurse shall accompany or direct a nurse to accompany the patient to the hospital.

4. Front Desk Charge Person

The person in charge of the front desk/waiting/reception areas, upon learning of a medical emergency, shall direct someone to wait at the building entrance for the ambulance crew to accompany them to the surgical area.

The front desk charge person shall direct someone to move visitors in the waiting reception areas so as to provide an unobstructed path for the ambulance crew; insofar as possible, visitors should be moved to a location out of the view of the entering and exiting ambulance crew; these activities should be conducted in a calm reassuring manner.

The front desk charge person shall locate any visitors that accompanied the patient and take them to a private office; she shall explain that the patient is being transported to a hospital and that a member of the medical/nursing staff will come down and explain the situation when the patient's condition permits.

The front desk charge person shall scan the **Patient Transport and Transfer Form** into the patient's chart.

5. Contacting the Backup Physician—Dayton

As of the effective date of this policy, Women's Med Dayton has four back-up physicians: Sheela Barhan MD, Janice Duke MD, Margaret Dunn MD, Jerome Yaklic MD.

In the event a patient needs to be transferred to a hospital, the attending physician shall call the contact number for Dr. Barhan to facilitate the patient's admission to the hospital.

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

The contact numbers for back-up physician are on file at the Nursing Station and on the Women's Med Intranet under /Quick Print/Medical. The Head Nurse shall maintain the back-up physician schedule and shall insure that at least one back-up physician is available.

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

H. After Hours Hospital Admission

Patients are provided in their discharge instructions an after-hours number to reach the physician on call. If the on call physician determines that a patient is in need of immediate hospital care, the on call physician shall contact a backup physician.

The on call physician shall provide all known information about the patient to the backup physician and shall direct that a copy of the chart be faxed to the backup physician as soon as possible.

In the event that a patient is unable to go to a hospital that is covered by a backup physician, the physician on call shall contact the emergency department and physician where the patient will be going.

The on call physician shall provide to the treating hospital physician all information requested as soon as possible. The attending physician will remain available to consult with the backup or treating physician and help arrange any necessary follow up care.

License Look Up

7/30/2018 2:22 PM

SHEELA MADHAV BARHAN	
Status	Active
Sub-Status	
Board	Medical Board
License Type	Doctor of Medicine (MD)
License Number	35.070345
License Issue Date	05/08/1996
License Expiration Date	07/01/2019
License Effective Date	07/02/2017
City	BEAVERCREEK
State	OH
Country	United States
Board Action	No

Board Action Details

Supervised By:

Name	License Number	License Type	License Status	Practice Location Type	Agreement Name	Agreement Effective Date	Agreement Expiration Date
SHEELA BARHAN	35.070345	Doctor of Medicine (MD)	Active		SA-002579	Wed Jan 31 00:00:00 GMT 2018	Fri Jan 31 00:00:00 GMT 2020

Current date & time: **7/30/2018 2:22 PM**

Disclaimer: The Joint Commission and NCQA consider on-line status information as fulfilling the primary source verification requirement for verification of licensure in compliance with their respective credentialing standards.

License Look Up

7/30/2018 2:24 PM

Jerome Lumetta Yaklic

Status	Active
Sub-Status	
Board	Medical Board
License Type	Doctor of Medicine (MD)
License Number	35.075267
License Issue Date	09/25/1998
License Expiration Date	10/01/2019
License Effective Date	10/02/2017
City	Washington Twp
State	OH
Country	United States
Board Action	No

Board Action Details

Supervised By:

Name	License Number	License Type	License Status	Practice Location Type	Agreement Name	Agreement Effective Date	Agreement Expiration Date
Jerome Yaklic	35.075267	Doctor of Medicine (MD)	Active	Hospital	SA-002178	Sun Feb 01 00:00:00 GMT 2015	Fri Aug 31 00:00:00 GMT 2018

Current date & time: 7/30/2018 2:24 PM

Disclaimer: The Joint Commission and NCQA consider on-line status information as fulfilling the primary source verification requirement for verification of licensure in compliance with their respective credentialing standards.

License Look Up

7/30/2018 2:25 PM

JANICE MOSNY DUKE

Status	Active
Sub-Status	
Board	Medical Board
License Type	Doctor of Medicine (MD)
License Number	35.073011
License Issue Date	09/02/1997
License Expiration Date	04/01/2019
License Effective Date	04/02/2017
City	KETTERING
State	OH
Country	
Board Action	No

Board Action Details

Supervised By:

Current date & time: **7/30/2018 2:25 PM**

Disclaimer: The Joint Commission and NCQA consider on-line status information as fulfilling the primary source verification requirement for verification of licensure in compliance with their respective credentialing standards.

License Look Up

6/24/2019 2:19 PM

Margaret M Dunn

Status	Active
Sub-Status	
Board	Medical Board
License Type	Doctor of Medicine (MD)
License Number	35.047779
License Issue Date	07/27/1982
License Expiration Date	04/01/2021
License Effective Date	01/08/2019
City	Centerville
State	OH
Country	United States
Board Action	No

Board Action Details

Current date & time: **6/24/2019 2:19 PM**

Disclaimer: The Joint Commission and NCQA consider on-line status information as fulfilling the primary source verification requirement for verification of licensure in compliance with their respective credentialing standards.



June 8, 2018

Cathy Crabtree
Good Samaritan Hospital
2222 Philadelphia Drive
Dayton, OH 45406



RE: Sheela M Barhan, MD, NPI#: 1093771453

To Whom It May Concern:

This letter is to respond to your request for primary source verification regarding the status of the above-referenced practitioner at the locations referenced below. Please note the following information:

Good Samaritan Hospital

Affiliation Dates	Specialty	Staff Category	Status
7/18/1997-12/21/1999	Obstetrics & Gynecology	Resignation	Good Standing

Miami Valley Hospital

Affiliation Dates	Specialty	Staff Category	Status
11/26/1996-3/30/2020	Obstetrics & Gynecology	Active (Voting)	Good Standing

"Good Standing" means as follows:

1. Our Hospital evaluates the six ACGME general competencies (patient care, medical/clinical knowledge, interpersonal and communication skills, professionalism, practice-based learning, and system-based practice) as part of our appointment, reappointment, and privileging processes; and
2. **No adverse professional review action** as defined in the Health Care Quality Improvement Act has been taken regarding this practitioner. This means that there are no current reductions, restrictions, suspensions, revocations, denials, or non-renewal of the practitioner's staff membership or clinical privileges. For purposes of this letter, a **"restriction"** is defined to mean that a mandatory concurring consultation requirement has been imposed upon the practitioner (i.e., the practitioner must obtain a consult and the consultant must approve the course of treatment in advance).

Regarding Staff Categories:

Active (Voting) – Members of this category must have served on the medical staff for at least one (1) year and be involved in a. at least twelve (12) patient contacts per year (i.e., a patient contact is defined as an inpatient admission, consultation, work shift (ED, radiology, pathology) or an inpatient or outpatient surgical procedure) at the hospital, **OR** b. active participation in at least three (3) meetings per year.

Affiliate (Non-Vote) - The Affiliate category is reserved for medical staff members who do not meet the eligibility requirements for the Active category. All new practitioners are automatically placed under this category until they meet the Active category qualifications.

If this information does not agree with your records or if you need additional information, please feel free to contact us per the information below.

Sincerely,

Attachment 5

Good Samaritan Hospital, Cathy A. Crabtree, CPMSM, Manager, Medical Staff Services

Miami Valley Hospital, Cathy A. Crabtree, CPMSM, Manager, Medical Staff Services



June 8, 2018

Cathy Crabtree
Good Samaritan Hospital
2222 Philadelphia Drive
Dayton, OH 45406



RE: Jerome L Yaklic, MD, NPI#: 1235164476

To Whom It May Concern:

This letter is to respond to your request for primary source verification regarding the status of the above-referenced practitioner at the locations referenced below. Please note the following information:

Miami Valley Hospital

Affiliation Dates	Specialty	Staff Category	Status
1/13/2010-5/31/2020	Female Pelvic Medicine and Reconst Surgery	Active (Voting)	Good Standing

Atrium Medical Center

Affiliation Dates	Specialty	Staff Category	Status
(N/A)-(N/A)	Female Pelvic Medicine and Reconst Surgery	None	Good Standing

"Good Standing" means as follows:

1. Our Hospital evaluates the six ACGME general competencies (patient care, medical/clinical knowledge, interpersonal and communication skills, professionalism, practice-based learning, and system-based practice) as part of our appointment, reappointment, and privileging processes; and
2. **No adverse professional review action** as defined in the Health Care Quality Improvement Act has been taken regarding this practitioner. This means that there are no current reductions, restrictions, suspensions, revocations, denials, or non-renewal of the practitioner's staff membership or clinical privileges. For purposes of this letter, a **"restriction"** is defined to mean that a mandatory concurring consultation requirement has been imposed upon the practitioner (i.e., the practitioner must obtain a consult and the consultant must approve the course of treatment in advance).

Regarding Staff Categories:

Active (Voting) – Members of this category must have served on the medical staff for at least one (1) year and be involved in a. at least twelve (12) patient contacts per year (i.e., a patient contact is defined as an inpatient admission, consultation, work shift (ED, radiology, pathology) or an inpatient or outpatient surgical procedure) at the hospital, **OR** b. active participation in at least three (3) meetings per year.

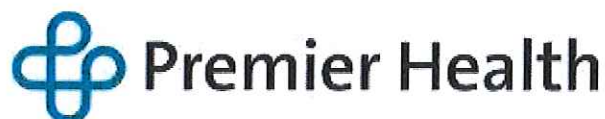
Affiliate (Non-Vote) - The Affiliate category is reserved for medical staff members who do not meet the eligibility requirements for the Active category. All new practitioners are automatically placed under this category until they meet the Active category qualifications.

If this information does not agree with your records or if you need additional information, please feel free to contact us per the information below.

Sincerely,

Miami Valley Hospital, Cathy A. Crabtree, CPMSM, Manager, Medical Staff Services

Atrium Medical Center, Pat Lowman, MHA, CPMSM, CPCS, CHQM-MC, Manager, Medical Staff Services



June 8, 2018

Cathy Crabtree
Good Samaritan Hospital
2222 Philadelphia Drive
Dayton, OH 45406



RE: Janice M Duke, MD, NPI#: 1922064344

To Whom It May Concern:

This letter is to respond to your request for primary source verification regarding the status of the above-referenced practitioner at the locations referenced below. Please note the following information:

Miami Valley Hospital

Affiliation Dates	Specialty	Staff Category	Status
10/11/2000-3/30/2020	Obstetrics & Gynecology	Active (Voting)	Good Standing

"Good Standing" means as follows:

1. Our Hospital evaluates the six ACGME general competencies (patient care, medical/clinical knowledge, interpersonal and communication skills, professionalism, practice-based learning, and system-based practice) as part of our appointment, reappointment, and privileging processes; and
2. **No adverse professional review action** as defined in the Health Care Quality Improvement Act has been taken regarding this practitioner. This means that there are no current reductions, restrictions, suspensions, revocations, denials, or non-renewal of the practitioner's staff membership or clinical privileges. For purposes of this letter, a **"restriction"** is defined to mean that a mandatory concurring consultation requirement has been imposed upon the practitioner (i.e., the practitioner must obtain a consult and the consultant must approve the course of treatment in advance).

Regarding Staff Categories:

Active (Voting) – Members of this category must have served on the medical staff for at least one (1) year and be involved in a. at least twelve (12) patient contacts per year (i.e., a patient contact is defined as an inpatient admission, consultation, work shift (ED, radiology, pathology) or an inpatient or outpatient surgical procedure) at the hospital, OR b. active participation in at least three (3) meetings per year.

Affiliate (Non-Vote) - The Affiliate category is reserved for medical staff members who do not meet the eligibility requirements for the Active category. All new practitioners are automatically placed under this category until they meet the Active category qualifications.

If this information does not agree with your records or if you need additional information, please feel free to contact us per the information below.

Sincerely,

Miami Valley Hospital, Cathy A. Crabtree, CPMSM, Manager, Medical Staff Services



July 16, 2018

Margaret M Dunn, MD
Wright State Physicians - Surgical Oncology & Breast Care
2300 Miami Valley Drive, Suite 350
Centerville, OH 45459

Dear Margaret M Dunn, MD:

I am pleased to notify you that your application for reappointment with clinical privileges in General Surgery at Miami Valley Hospital/Miami Valley South Hospital was approved. Your appointment is for a two-year period commencing 5/31/2018.

This reappointment is subject to all the terms and conditions of your initial application and any subsequent reappointments. Please note you have an ongoing responsibility to notify the hospital, through the Medical Staff Office, of any changes in information you provided in your reappointment application.

Thank you for your interest in remaining on the Miami Valley Hospital medical staff. We look forward to a mutually enjoyable and beneficial association for the care of our patients. Should you have any questions concerning your appointment, please contact the Medical Staff Office at 208-2121.

Sincerely,

A handwritten signature in black ink that reads "Marc Belcastro, DO". The signature is written in a cursive, flowing style.

Marc Belcastro, DO
Chief Medical Officer

MB:ptl

H. Back-up Physicians

1. Purpose

In lieu of a written hospital transfer agreement, the Medical Director maintains agreements and relationships with physicians with admitting privileges at local hospitals to care for patients that may need admission to a hospital for ongoing care.

These agreements shall meet all the requirements for such agreements for the respective states in which the center is located.

The Medical Director maintains copies of these documents and a copy of the back-up agreement in the Back-up subfolder of the respective Director's folder on the network.

2. Authorities

Women's Med operates facilities in Ohio and Indiana. The credentialing process described in the next subsection addresses the requirements of the respective authorities:

Indiana—Indiana State Department of Health

Ohio—Ohio Department of Health

3. Backup Physician Credentialing Procedure

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

Physicians will be asked, as part of the written agreement, to notify Women's Med as to any change to the status of their state license. Women's Med will verify the active status of the state medical license for each physician named by viewing the licensure status on the State Medical Board website. Women's Med will verify this information at initiation of the agreement as well as annually thereafter. If Women's Med learns of any changes, it will notify the

appropriate state authority no later than one week after Women's Med becomes aware of the change.

Physicians will be required, as part of the written agreement, to notify Women's Med if any actions have been taken against them or are in progress by the State Medical Board. Women's Med will verify this information by viewing the formal actions on the State Medical Board website at initiation of the agreement and annually thereafter. If Women's Med learns of any actions, it will notify the appropriate state authority no later than one week after Women's Med becomes aware of the change.

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

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

Women's Med will provide each physician with a copy of this policy, a summary of Women's Med's procedures for surgical patients, and ensure that the physicians are familiar with the operations at Women's Med.