Burke, Ferronda

From: Crystal Valentine Mosley < cvalentinemosley@awomanschoiceinc.com>

Sent: Friday, January 17, 2020 11:03 AM

To: Burke, Ferronda

Subject: Re: A Woman's Choice Of Jacksonville 13960038

Attachments: AHCA Application Update1.17.2020.pdf

Follow Up Flag: Follow up Flag Status: Flagged

Good Morning Ferronda,

I have attached a copy of AWCJ transfer agreement with UF Sands along with the updated Background Screening Clearinghouse Employee Roster.

Please let me know if there is anything else needed.

Respectfully,

Crystal Valentine Mosley
Vice President
A Woman's Choice of
Jacksonville, Fl.
Raleigh, Greensboro
& Charlotte, NC
cvalentinemosley@awomanschoiceinc.com
904-448-8877

From: Burke, Ferronda <Ferronda.Burke@ahca.myflorida.com>

Sent: Thursday, January 16, 2020 11:26 AM

To: Crystal Valentine Mosley <cvalentinemosley@awomanschoiceinc.com>

Subject: FW: A Woman's Choice Of Jacksonville 13960038

Hi Crystal,

I'm just realizing I sent this to an old email address. Your deadline to respond is February 6, 2020.

Ferronda Burke - HEALTH SERVICES & FACILITIES CONSULTANT

AHCA Bldg 2 Rm C-29 - HOSPITALS +1 850-412-4361 (Office) - Ferronda.Burke@ahca.myflorida.com



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From: Burke, Ferronda

Sent: Monday, December 9, 2019 3:42 PM

To: Crystal Valentine Mosley <awcj.crystal@gmail.com> **Subject:** A Woman's Choice Of Jacksonville 13960038

Dear Administrator:

Your recent licensure application was received. Attached please find a letter listing items that need correction or clarification.

Important:

- All items should be corrected and submitted at the same time.
- Include a copy of the omissions' letter with your response.

TRANSFER AGREEMENT Between Shands Jacksonville Medical Center, Inc. And A Woman's Choice of Jacksonville, Inc.

This Transfer Agreement ("Agreement") by and between Shands Jacksonville Medical Center, Inc. d/b/a UF Health Jacksonville ("UF Health Jacksonville"), located at 655 W. 8th Street, Jacksonville, Florida, 32209 and A Woman's Choice of Jacksonville, Inc. ("Transferring Clinic"), located at 4131 University Blvd. South, Bldg. 2, Jacksonville, FL 32216, is effective as of the date of the last signature below ("Effective Date").

WHEREAS, Transferring Clinic is a licensed abortion clinic providing pregnancy termination services to women; and

WHEREAS, as such, in accordance with the requirements of Florida Statutes §390.012 Transferring Clinic is required to arrange for a transfer of patients in need of emergency care and treatment to a hospital within a reasonable proximity; and

WHEREAS, UF Health Jacksonville is located within a reasonable proximity to Transferring Clinic; and

WHEREAS, UF Health Jacksonville has the ability to provide emergency care and treatment, and is willing to provide such services to patients in need of transfer to a hospital,

UF Health Jacksonville and Transferring Clinic agree as follows:

- 1. Upon an identified need to refer patients to UF Health Jacksonville, Transferring Clinic shall call the UF Health Jacksonville Transfer Center (904) 244-7271 to notify UF Health Jacksonville of its intent to transfer patients to the UF Health Jacksonville's Emergency Department.
- 2. Transferring Clinic shall be responsible for arranging for the patient's appropriate and safe transport to UF Health Jacksonville. Such transfer and transportation shall be arranged by Transferring Clinic in accordance with applicable local, county, state and federal laws. Transferring Clinic expressly agrees, UF Health Jacksonville shall not be held financially responsible for such transportation. More specifically, Transferring Clinic expressly agrees it shall indemnify UF Health Jacksonville for any patient transportation charges received arising under the performance of this Agreement.
- 3. At the time of transfer, Transferring Clinic shall provide UF Health Jacksonville with the patient's medical records (or a copy thereof) held by both Transferring Clinic and the treating physician, including at a minimum all of the following:
 - (a) patient's name, address, and age;
 - (b) name, address and phone number of next of kin;
 - (c) list of known current medications:
 - (d) known medical history;
 - (e) vital signs during stay in clinic and at time of transfer,
 - (f) treatment provided to patient, including medications given and route of administration;
 - (g) laboratory and x-ray findings, including films, if any;
 - (h) fluids given, by type and volume;
 - (i) name, address and phone number of physician at Transferring Clinic who has referred patient;
 and
 - (j) any additional information necessary for maintenance of the patient during transport and immediately upon arrival.
- 4. Each party is solely responsible for its own billing and patient charges. Transferring Clinic agrees to provide UF Health Jacksonville with all necessary information for UF Health Jacksonville to bill third party payors for the services provided by UF Health Jacksonville.

- 5. Each party shall be responsible for its own acts and omissions. Neither party shall be responsible for the acts and omissions of the other party. Transferring Clinic shall maintain, at all times during the term of this Agreement, a policy or policies of comprehensive general and professional liability insurance or self-insurance plan in the minimum amount of \$1,000,000 per claim, \$3,000,000 aggregate. Transferring Clinic shall provide proof of such insurance, upon request, to UF Health Jacksonville and shall notify UF Health Jacksonville immediately if its insurance or self-insurance is cancelled or if the minimum amount of insurance or self-insurance is reduced below the amount of \$1,000,000 per claim, \$3,000,000 aggregate.
- Each party hereto agrees to provide the services required without regard to race, color, national origin, ethnicity, creed, religion, sex, age, culture, language, physical or mental disability, socioeconomic status, marital status, sexual orientation, or gender identity or expression.
- This Agreement shall automatically terminate upon the occurrence of any of the following:
 - (a) If either party shall have its state license to operate either revoked or suspended, in which case, this Agreement shall terminate on the date that such revocation or suspension becomes effective;
 - (b) If either party is no longer able to provide services for which this Agreement is sought;
 - (c) If either party becomes excluded from participating in federal health care programs; or
 - (d) If either party breaches any of the terms of this Agreement.
- 8. Any and all notices required or permitted pursuant to this Agreement will be made in writing and sent to the parties at the address set forth herein. Such notices will be deemed sufficiently made and received by the other party upon receipt if (i) personally delivered; (ii) sent by registered or certified mail, return receipt requested; (iii) sent by a nationally recognized overnight courier service (i.e. Federal Express, UPS or other similar service; or (iv) sent by electronic mail, with confirmation.

If to UF Health Jacksonville:

Office of Contract Administration

UF Health Jacksonville 655 West 8th Street Jacksonville, FL 32209 E-Mail: oca@jax.ufl.edu

If to Transferring Clinic:

A Woman's Choice of Jacksonville, Inc. 4131 University Blvd, South, Bldg, 2

Jacksonville, FL 32216

Attn: Crystal Valentine Mosley, Director of Operations

E-Mail: awcj.crystal@gmail.com

- 9. This Agreement does not require either party to refer patients or to enter into any other arrangement that could generate Federal health care program business.
- 10. This Agreement is not intended to influence the free choice of any patient to select facilities or services, nor is it intended to influence independent judgment of medical or clinical staff of either party.

This Agreement is effective as of the date indicated above and shall remain in effect for one (1) year. Thereafter, this Agreement shall automatically renew for successive one (1) year terms until either party terminates. Either party may terminate this Agreement at any time for any reason by providing written notice directed to the other party and delivered in accordance with paragraph 8 at least ten (10) days in advance. This Agreement may only be modified or amended by mutual agreement in writing and signed by both parties. In the event of termination, paragraphs 2 and 4 shall remain in effect for any patients transferred pursuant to this Agreement.

SHANDS JACKSONVILLE MEDICAL CENTER, INC. d/b/a UF HEALTH **JACKSONVILLE**

A Woman's Choice of Jacksonville, Inc.

Ву: Name: Patrice Jones

Title:

Chief Executive Officer CND

Date:

Russell E. Armistead Jr.

By: Name:

Kelly M. Flynn

Title:

C.E.O. and Founder

Date:

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 Employee/Contractor Ros 	ster
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Employees/Contractors

Search Options		
Last Name:		
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Employee/Contractor Roster

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VALENTINE	CRYSTAL	Chief Financial Officer		11/14/2019	11/06/2022	BRANCHES CO.	Edt
VALENTINE	CRYSTAL	Administrator		02/05/2002	11/06/2022	Œij	Edu
ELYMN	KELLY	Owner or Operator with 5% or more interest		02/02/2002	11/07/2022	12.00	<u>Edi:</u>
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If you have any background screening questions or issues please contact us.