

Approved of Westfall 4/19/12

PRINTED: 02/29/2012
FORM APPROVED

Ohio Dept Health

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 0969AS	(X2) MULTIPLE CONSTRUCTION A. BUILDING _____ B. WING _____	(X3) DATE SURVEY COMPLETED 02/23/2012
NAME OF PROVIDER OR SUPPLIER AKRON WOMEN'S MEDICAL GROUP		STREET ADDRESS, CITY, STATE, ZIP CODE 692 EAST MARKET STREET AKRON, OH 44305		
(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
C 000	Initial Comments JS Type of inspection: Licensure Compliance Inspection Administrators: Carol Westfall County: Summit Number of Operating Rooms: One Services Provided: Women's Health Services License: Current: Current and Valid Ohio Licensure until April 2013 The following violations are issued as a result of the licensure compliance inspection completed in 02/23/12.	C 000		
C 139	O.A.C. 3701-83-10 (B) Safety & Sanitation The HCF shall be maintained in a safe and sanitary manner. This Rule is not met as evidenced by: Based on facility observation and staff interview and verification, the facility was not maintained in a safe and sanitary manner. The facility provided services for 1853 patients in the calendar year 2011. Findings included: On 02/23/12 between 12:45 P.M. and 2:50 P.M. tour of the facility was completed with Staff A, B and C. Observation of the facility revealed the following items with regards to patient safety and	C 139		

Ohio Department of Health

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE
Carol Westfall

TITLE *Executive Director* (X5) DATE *4-17-12*

STATE FORM

4QXR11

If continuation sheet 1 of 3

P003/003

Apr 17 2012 03:25pm

CLEVELAND SURGI-CENTER FAX: 216-295-3339

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 0969AS	(X2) MULTIPLE CONSTRUCTION A. BUILDING _____ B. WING _____ OHIO DEPT OF HEALTH DGA-EDDES	(X3) DATE SURVEY COMPLETED 02/23/2012
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NAME OF PROVIDER OR SUPPLIER AKRON WOMEN'S MEDICAL GROUP	STREET ADDRESS, CITY, STATE, ZIP CODE 692 EAST MARKET STREET AKRON, OH 44305
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C 139 Continued From page 1
sanitation.

1. The carpet in the patient waiting area was noted to be soiled and stained.
2. The walls behind patient chairs were noted to have a shiny, greasy appearance. Staff present on tour verified visitors and patients lean their heads against the wall while in the waiting room.
3. Surfaces in the operating room were noted to be dusty with white residue. The dusty white residue was noted on the drawers of the respiratory supply cart, on the light above the operating room table and on the tops of monitoring equipment.
4. A cupboard door in the operating room was observed to be taped in place with bandage tape as the hinge on the door was broken.
5. Privacy curtains in the recovery room were noted to have dried, dark colored stains and spill marks.
6. Three large red biohazard barrels approximately 32 gallons in size were stored in the recovery area. Staff B verified the barrels were filled quickly on busy surgical days and maintained in the area for convenience.

Interview of Staff A revealed a contractor had been secured to paint the waiting room wall in the very near future. In addition privacy curtains were to be taken to the cleaners. Staff B removed the red biohazard barrels from the recovery room.

C 247 O.A.C. 3701-83-20 (H) Medical Gasses

Each ASF shall develop and follow policies and

C 139

- ① Carpet was cleaned and Policy written for cleaning. See Ex A Policy 3/17/12
- ② The walls were painted in the clinic and a Chair Rail was set up to protect peoples heads from staining the walls. 3/17/12
- ③ The respiratory supply cart was replaced with a new one see receipt. The OR was completely dusted and cleaned by cleaning company. 3/17/12
- ④ The cupboard door was fixed by maintenance man see invoice "B" 3/17/12
- ⑤ Privacy curtains were removed and cleaned and replaced. See ex "D" policy and also INVOICE "E" 3/17/12
- ⑥ Two of the 3 large biohazard barrels were removed from the recovery area. See policy "F" 3/17/12

C 247

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 0969AS	(X2) MULTIPLE CONSTRUCTION A. BUILDING _____ B. WING _____	(X3) DATE SURVEY COMPLETED 02/23/2012
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NAME OF PROVIDER OR SUPPLIER AKRON WOMEN'S MEDICAL GROUP	STREET ADDRESS, CITY, STATE, ZIP CODE 692 EAST MARKET STREET AKRON, OH 44305
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C 247 Continued From page 2

procedures for the storage and use of medical gases in accordance with the requirement of the national fire protection association (NFPA) 99.

This Rule is not met as evidenced by:
Based on facility observation and staff interview and verification, the facility failed to follow policies and procedures for the storage and use of medical gases in accordance with the requirement of the national fire protection association (NFPA) 99. The facility provided services for 1853 patients in the calendar year 2011.

Findings included:

On 02/23/12 between 12:45 P.M. and 2:50 P.M. tour of the facility was completed with Staff A, B and C. During tour of the operating room, storage of the medical gases used by the facility was noted.

Eleven E-sized cylinders of oxygen were noted in a small closet like storage area. The cylinders were secured in a holder. Staff B was interviewed regarding the storage of full and empty cylinders. Staff B had to bend and lean closely to the cylinder gauges to determine which oxygen cylinders were empty. Empty oxygen cylinders were intermingled in the holder with full oxygen cylinders.

Observation of the outside of the storage area revealed there was no signage noted to indicate the storage of oxygen in the area.

C 247

Got Signage for Oxygen Room. See exhibit G

3/17/12

- All full oxygen tanks are stored in the front of the closet and all empty tanks are stored in the rear of the oxygen closet See policy "H"

3/17/12

All signage has been ordered and placed on proper doors See Exhibit "G"

3/17/12

Akron Women's Medical Group		
Original Date: March 17, 2012	Revised Date:	Page Number: 1
Policy Number: MISC	Subject: FACILITY CARPET CLEANING	

POLICY

As of March 2012 it shall be the policy of the Akron Women's Medical clean the carpets in the facility semi-annually and as necessary

Objectives: (1) To keep the carpets in the facility clean and free from stains and debris

PROCEDURE

- A. The front desk person shall call a carpet cleaning company in March and September of each year to have the carpets cleaned in the facility. Also, if there are any stains or spills that require cleaning the Carpet company shall be called to come out for additional services to keep the facility clean.

Wt
"A"
Policy

INVOICE
ANDRE WILLIAMS
MARCH 1, 2012
330-328-0662

Bill To: Akron Women Medical Group
692 East Market St
Akron, Ohio 44304

Carpet Cleaning/Floor Waxing

Total Amt. Due.....\$650.00

EXHIBIT
A
INVOICE

DANKO'S DECORATING

13113 BANGOR AVE
GARFIELD HTS., OH. 44125
(216) 581-9647

BILL TO

CLEVELAND SURGI-CENTER, INC
4269 Pearl Rd.
Cleveland, Oh. 44109
(216) 295-3330

Attn: Carol Westfall

JOB SITE

Akron Clinic
Akron, OH

WORK DESCRIPTION

- prep & paint the stairways dark blue color
- touch up walls in waiting room
- fill in crack in front office area
- install lock on cabinet
- apply window film to front door
- fix cabinet door in OR
- install 45 ft. on chair railing to waiting room
- prep & paint to match wall

TOTAL MATERIALS AND LABOR \$880.00

*ANY QUESTIONS PLEASE CALL ME
(216) 701-1127

Mark Danko

3-14-2012

*INVOICE
"B"*

Kenny Eberly
721 Allyn Street
Akron, OH 44311
330-329-1292

Invoice for 692 East Market Street

Install door Closures on 5 doors

Fix broken light fixture in biohazard room

Install light bulbs throughout the clinic

Fix front door latch

Change broken door handle in recovery room

Total material and labor \$500.00

INVOICE
"C"

Akron Women's Medical Group		
Original Date: March 17, 2012	Revised Date:	Page Number: 1
Policy Number: MISC	Subject: RECOVERY ROOM CURTAIN CLEANING	

POLICY

As of March 2012 it shall be the policy of the Akron Women's Medical to clean the curtains in the Recovery room semi-annually and as necessary.

Objectives: (1) To keep the curtains in the facility clean and free from stains and debris.

PROCEDURE

- A. The nursing staff shall call the drapery cleaning company in March and September of each year to have the drapes cleaned in the facility. Also, if there are any stains or spills that require cleaning the cleaning company shall come out for additional services to keep the facility Recovery Room curtains clean.

W. J. Pollock

LISA ROUDEBUSH

3/10/2012

REMOVE AND CLEAN AND RE-HANG CURTAINS IN THE RECOVERY ROOM

AMOUNT DUE \$120.00

FAVORITE
"E"

Akron Women's Medical Group		
Original Date: March 17, 2012	Revised Date:	Page Number: 1
Policy Number: MISC	Subject: BIOHAZARD BARRELS IN RECOVERY ROOM	

POLICY

As of March 2012 it shall be the policy of the Akron Women's Medical to keep only one barrel in the Recovery Room.

Objectives: (1) To keep the cleanliness in the facility clean and free from biohazard waste.

PROCEDURE

- A. The nursing staff shall keep only one BIOHAZARD barrel in the recovery room and also one non-biohazard trash can. The trash shall be separated and all Biohazard trash shall be kept in the RED trash can marked biohazard. In case of the can getting filled before the end of clinic, the employee shall put on the necessary personal protective equipment and remove Biohazard trash and put in the Biohazard room tapped up in the boxes provided by Stericycle.

*Policy
"F"*

Thank You For Your Order, We appreciate Your Business!





Order Invoice | SS457963907

Phone: 800.274.6271 | Fax: 800.279.6897 | P. O. Box 467 / 64 Outwater Ln / Garfield, NJ 07026

[Print Receipt](#) [Close Window](#)

Customer ID brendarn721@gmail.com	Order Date March 16, 2012	Shipping Method UPS Ground	Status Processing
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Shipping Address Brenda Harless Akron women's Medical Group 692 East Market Sreet Akron, OH 44304 USA (330)328-7111 brendarn721@gmail.com	Billing Address Brenda Harless Akron women's Medical Group 692 East Market Sreet Akron, OH 44304 USA 3303287111 330-535-9925 brendarn721@gmail.com	Payment Method Payment Terms: Creditcard Card Type: Mastercard Card No.: XXXXXXXXXX Card Expiration: 08/14 Transaction: Approved Amount Charged*: \$25.78
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Item Image	Item #	Description & Size	Qty	Price	Total
	G5702-BB	7 x 10" .055 Plastic	1	\$6.75	\$6.75
	H3843-BK	14 x 10" .055 Plastic	1	\$9.90	\$9.90

Purchase Order Number

Tag/Job Name

Subtotal:	\$16.65
Shipping Charge:	\$9.13
Sales Tax:	\$0.00
Invoice Total:	\$25.78

Production Time Table

Order Processing: Up to 24 Hours

Ships From Warehouse: Stock Items ship same or next day, while custom items ship in 3 to 5 days, Unless Expedited Shipping Has Been Requested

Please print and save this Receipt for your records

The transaction will appear on your bill/statement as "SafetySign.com"

* Your credit card will be charged when your order ships.

Changes to your order may result in sales tax (when applicable) and / or shipping rate adjustments.

Exhibit
"G"

Akron Women's Medical Group		
Original Date: March 2012	Revised Date:	Page Number: 1
Policy Number: MISC	Subject: STORAGE OF OXYGEN TANKS	

POLICY

As of March 2012 it shall be the policy of the Akron Women's Medical to keep all full oxygen tanks in the front rows of medical gas storage closet and all empty oxygen tanks in the back rows of the closet. In order for it to be easier and safer for the employee to change out tanks when necessary.

Objectives: (1) To keep the clinic and employee safe from oxygen tank hazards.

PROCEDURE

1. All oxygen tanks coming into the building by the oxygen company have a seal over the opening of the oxygen tank to indicate that the tank has not been used before. This seal shall stay on the oxygen tank until the tank is removed from oxygen storage to use.
2. Once the seal is broken and put back into the oxygen room the tank is considered to be used and ready to be returned to the oxygen company.
3. Full and empty oxygen tanks are NEVER to be on the same shelf in the oxygen storage unit.
4. There shall also be signage on the outside of the door stating that Oxygen is in the room and in use at the facility.
5. The clinic shall follow NFPA 99 fire rules and regulations as noted below.
6. There shall be no open flames or smoking anywhere at this facility to insure that fire risk is kept to a minimum.

NFPA 99 Rules see attached by ODH

Policy
"H"

**OXYGEN STORAGE REQUIREMENTS
NFPA 99 – 1999 EDITION
LESS THAN 3000 CUBIC FEET**

**Division of Quality Assurance – Bureau of Regulatory Compliance
(Revised March 2004)**

The storage requirements for this section have been completely revised as of 1996 for a variety of reasons. Previously, the requirements in Chapter 8 for the storage of free standing cylinders and containers were referenced with the same requirements in Chapter 4 for storage rooms for piped gas systems. This is still the case for storage of cylinders and containers totaling in excess of 3000 cubic feet. Section 8-3.1.11.2 was created for situations where the total volume in storage is less than 3000 cubic feet. It should also be noted that rooms storing liquid oxygen in any volume shall be required to meet the additional ventilation requirements specified in Chapter 4 due to the fact that these cylinders are constantly venting gas.

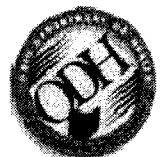
8-3.1.11.1 Storage for nonflammable gases greater than 3000 cubic feet shall comply with **4-3.1.1.2** and **4-3.5.2.2**

8-3.1.11.2 Storage for nonflammable gases less than 3000 cubic feet

- (a) Storage locations shall be outdoors in an enclosure or within an enclosed interior space of noncombustible or limited-combustible construction, with doors (or gates outdoors) that can be secured against unauthorized entry.

[Note: Interior doors of storage locations must be equipped with self-closing devices and positive latching hardware to establish the required separation. Door must have at least a ¾ hour fire rating when transferring of liquid oxygen occurs within the storage location. (Explanation added)]

- (b) Oxidizing gases, such as oxygen and nitrous oxide, shall not be stored with any flammable gas liquid or vapor.
- (c) Oxidizing gases such as oxygen and nitrous oxide shall be separated from combustibles or incompatible materials by either:
1. A minimum distance of 20 ft, or
 2. A minimum distance of 5 ft if the entire storage location is protected by an automatic sprinkler system designed in accordance with NFPA 13, Standard for the Installation of Sprinkler Systems, or
 3. An enclosed cabinet of noncombustible construction having a minimum fire protection rating of one-half hour for cylinder storage. An approved flammable liquid storage cabinet shall be permitted to be used for cylinder storage.



- (d) Liquefied gas container storage shall comply with **4-3.1.1.2(b)4**.

4-3.1.1.2(b)4. Locations for supply systems of more than 3000 ft³ total capacity (connected and in storage) shall be vented to the outside by a dedicated mechanical ventilation system or by natural venting. If natural venting is used, the vent opening or openings shall be a minimum of 72 square inches in total free area.

- (e) Cylinder and container storage locations shall meet **4-3.1.1.2(a)11e** with respect to temperature limitations.

4-3.1.1.2(a)11e Where enclosures (interior or exterior) for supply systems are located near sources of heat, such as furnaces, incinerators, or boiler rooms, they shall be of construction that protects cylinders from reaching temperatures exceeding 130°F (54°C). Open electrical conductors and transformers shall not be located in close proximity to enclosures. Such enclosures shall not be located adjacent to storage tanks for flammable or combustible liquids.

- (f) Electrical fixtures in storage locations shall meet **4-3.1.1.2(a) 11d**.

4-3.1.1.2(a)11d Ordinary electrical wall fixtures in supply rooms shall be installed in fixed locations not less than 5 ft (1.5 m) above the floor to avoid physical damage.

- (g) Cylinder protection from mechanical shock shall meet **4-3.5.2.1(b)13**.

4-3.5.2.1(b)13 Oxygen cylinders shall be protected from abnormal mechanical shock, which is liable to damage the cylinder, valve, or safety device. Such cylinders shall not be stored near elevators, gangways, or in locations where heavy moving objects will strike them or fall on them.

- (h) Cylinder or container restraint shall meet **4-3.5.2.1(b)27**.

4-3.5.2.1(b)27 Freestanding cylinders shall be properly chained or supported in a proper cylinder stand or cart.

- (i) Smoking, open flames, electric heating elements, and other sources of ignition shall be prohibited within storage locations and within 20 ft of outside storage locations.

- (j) Cylinder valve protection caps shall meet **4-3.5.2.1(b)14**.

X

4-3.5.2.1(b)14 Cylinder-valve protection caps, where provided, shall be kept in place and be hand tightened, except when cylinders are in use or connected for use.

8-3.1.11.3 Signs. A precautionary sign, readable from a distance of 5 ft, shall be conspicuously displayed on each door or gate of the storage room or enclosure. The sign shall include the following wording as a minimum:

**CAUTION
OXIDIZING GAS (ES) STORED WITHIN
NO SMOKING**

Note: Responses to questions are intended to assist providers in their efforts to comply with the Life Safety Code in a general manner. Terms that are used may not be well understood by readers who are unfamiliar with building and fire safety codes. Consultation with qualified fire safety engineers or other qualified professionals is advisable. Compliance with Life Safety Code requirements is determined at the time of a survey.

DESK Audit

State Form: Revisit Report

(Y1) Provider / Supplier / CLIA / Identification Number 0969AS	(Y2) Multiple Construction A. Building B. Wing	(Y3) Date of Revisit 4/19/2012
Name of Facility AKRON WOMEN'S MEDICAL GROUP	Street Address, City, State, Zip Code 692 EAST MARKET STREET AKRON, OH 44305	

This report is completed by a State surveyor to show those deficiencies previously reported that have been corrected and the date such corrective action was accomplished. Each deficiency should be fully identified using either the regulation or LSC provision number and the identification prefix code previously shown on the State Survey Report (prefix codes shown to the left of each requirement on the survey report form).

DESK Audit

(Y4) Item	(Y5) Date	(Y4) Item	(Y5) Date	(Y4) Item	(Y5) Date
ID Prefix <u>C0139</u> Reg. # <u>O.A.C. 3701-83-10 (B)</u> LSC _____	Correction Completed <u>04/19/2012</u>	ID Prefix <u>C0247</u> Reg. # <u>O.A.C. 3701-83-20 (H)</u> LSC _____	Correction Completed <u>04/19/2012</u>	ID Prefix _____ Reg. # _____ LSC _____	Correction Completed
ID Prefix _____ Reg. # _____ LSC _____	Correction Completed	ID Prefix _____ Reg. # _____ LSC _____	Correction Completed	ID Prefix _____ Reg. # _____ LSC _____	Correction Completed
ID Prefix _____ Reg. # _____ LSC _____	Correction Completed	ID Prefix _____ Reg. # _____ LSC _____	Correction Completed	ID Prefix _____ Reg. # _____ LSC _____	Correction Completed
ID Prefix _____ Reg. # _____ LSC _____	Correction Completed	ID Prefix _____ Reg. # _____ LSC _____	Correction Completed	ID Prefix _____ Reg. # _____ LSC _____	Correction Completed
ID Prefix _____ Reg. # _____ LSC _____	Correction Completed	ID Prefix _____ Reg. # _____ LSC _____	Correction Completed	ID Prefix _____ Reg. # _____ LSC _____	Correction Completed

Reviewed By State Agency <i>K</i>	Reviewed By <i>KK</i>	Date: <i>4-24-12</i>	Signature of Surveyor: <i>Linda Hart/DL</i>	Date: <i>4/19/12</i>
Reviewed By CMS RO	Reviewed By	Date:	Signature of Surveyor:	Date:

Followup to Survey Completed on: <u>2/23/2012</u>	Check for any Uncorrected Deficiencies. Was a Summary of Uncorrected Deficiencies (CMS-2567) Sent to the Facility? YES NO
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Akron Women
Medical Group 0969AS

PATIENT TRANSFER AGREEMENT

This Patient Transfer Agreement ("Agreement") is hereby entered into by and between Summa Health System Hospitals ("SHSH") and Women's Med Center of Akron ("FACILITY").

RECITALS

WHEREAS, SHSH is a non-profit corporation that operates hospitals to provide access to patient care for the residents of its service area; and

WHEREAS, FACILITY is an institution established for the purpose of providing patient care for the residents of its service area; and

WHEREAS, FACILITY and SHSH mutually agree that any prior Patient Transfer Agreements/Transfer Agreements for the movement of patients between Akron City Hospital and FACILITY and/or Saint Thomas Medical Center and FACILITY and/or SHSH and FACILITY are hereby terminated; and

WHEREAS, FACILITY and SHSH have determined that it would be in the best interest of patient care and it would promote the optimum use of facilities to enter into a Patient Transfer Agreement for the transfer of patients between the respective institutions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FACILITY and SHSH agree as follows:

1. Term and Termination:

This Agreement shall commence on February 23, 2006, 2006 and shall continue for a term of one (1) year therefrom, unless terminated or extended in accordance with the provisions set forth herein. Thereafter, this Agreement shall automatically be renewed for an additional period of one (1) year unless either party terminates this Agreement in accordance with this provision. To the extent that this Agreement is automatically renewed, each such renewal term shall be upon the same terms and conditions of the immediate, preceding renewal term. This Agreement may be

FEB 23 2006 10:45 P.M.

AKRON WOMEN'S MEDICAL FAX: 5305559925

FEB 23 2006 11:02 P.M.

AKRON WOMEN'S MEDICAL FAX: 5305559925

0969AS

terminated by either party for any reason by written notice to the other party of at least thirty (30) days, or upon mutual agreement evidenced in writing. It is explicitly recognized that in the event of termination of this Agreement by either party through any of the occurrences outlined herein, neither party shall have any further obligation hereunder except for obligations accruing prior to the date of termination and for obligations, promises, or covenants contained herein which are expressly made to extend beyond the term of this Agreement.

2. Purpose of the Agreement:

Each institution agrees to transfer to the other institution and to receive from the other institution patients in need of the care provided by their respective institutions.

3. Patient Transfer:

The need for transfer of a patient from one institution to the other shall be determined by the patient's attending physician. The receiving institution agrees to accept the patient as promptly as possible, provided that all conditions of eligibility for admission are met and bed space is available to accommodate that patient. Prior to moving the patient, the transferring institution must receive confirmation from the receiving institution that it can accept the patient.

4. Provision of Information to Each Institution:

Each institution shall provide the other institution with the names or classifications of persons authorized to initiate, confirm and accept the transfer of patients on behalf of the receiving institution. The institutions agree to provide each other with information about the type of resources available to offer services and the types of patients and health conditions that the receiving institution will accept.

5. Patient Records and Personal Effects:

Each of the institutions agrees to adopt forms for medical and administrative information to accompany the patient from one institution to the other. The information shall include, when appropriate, the following:

- A. Patient's name, address, hospital number, age; and name, address and telephone number of the next of kin.
- B. Patient's Advance Directives.
- C. Patient's third party billing information.
- D. History of the injury or illness.
- E. Condition at admission.
- F. Vital signs including pre-hospital glasgow coma, during stay in the Emergency Department, and the time of transfer.
- G. Initial diagnostic impression.
- H. Treatment provided to the patient, including medications given and route of administration.
- I. Laboratory and x-ray findings.
- J. Fluids given, by type and volume.
- K. Name, address, and phone number of physician referring patient.
- L. Name of physician in receiving institution to whom patient is to be transferred.

0969AS

Each institution agrees to supplement the above information as necessary for the maintenance of the patient during transport and treatment upon arrival at the receiving institution. In addition, each institution agrees to adopt a form to inventory a patient's personal effects and valuables that shall accompany the patient during transfer. The records described above shall be placed in the custody of the person in charge of the transporting medium who shall sign a receipt for the medical records and the patient's valuables and personal effects and in turn shall obtain a receipt from the receiving institution when it receives the records and the patient's valuables and personal effects.

5. Transfer Consent:

The transferring institution shall have the responsibility for obtaining the patient's consent to the transfer to the other institution prior to the transfer, if the patient is competent. If the patient is not competent, the transferring institution shall obtain a family member's consent; if such consent is not possible, the consent of the patient's physician shall be obtained by the transferring institution.

7. Payment for Services:

Each institution shall be responsible for collecting its own payment for services rendered to the patient. No clause of this Agreement shall be interpreted to authorize either institution to look to the other institution to pay for services rendered to a patient transferred by virtue of this Agreement, except as set forth above and to the extent that such liability would exist separate and apart from this Agreement.

Nothing in this Agreement shall be construed as an offer or payment by one party to the other party (or any affiliate of the other party) of any remuneration for patient referrals, or for recommending or arranging for the purchase, lease or order of any item of service for which payment may be made in whole or in part by Medicare or Medicaid. Any payments made by either party to the other is intended to represent the fair market value of the supplies and/or services to be rendered by the respective party hereunder and are not in any way related to or dependent upon referrals by and between the parties. Furthermore, it is the stated intent of both parties that nothing contained in this Agreement is or shall be construed to be an endorsement for any act of either party.

8. Transportation of Patient:

The transferring physician, in consultation with the receiving physician, shall have responsibility for arranging transportation of the patient to the other institution, including selection of the mode of transportation and providing appropriate health care practitioners to accompany the patient. The receiving institution's responsibility for the patient's care shall begin when the patient is admitted, either as an observation patient, an inpatient or an outpatient, to that institution.

9. Advertising and Public Relations:

Neither institution shall use the name of the other institution in any promotional or advertising material unless review and approval of the intended advertisement first shall be obtained from the party whose name is to be used. Both institutions shall deal with each other publicly and privately in an atmosphere of mutual respect and support, and each institution shall maintain good public

PKRON WOMENS MEDICAL FAX: 3305359925 Feb 23 2006 10:45 P:03

PKRON WOMENS MEDICAL FAX: 3305359925 Feb 23 2006 11:30 P:04

0969AS

and patient relations and efficiently handle complaints and inquiries with respect to transferred or transferring patients.

10. Independent Contractor Status:

Both institutions are independent contractors. Neither institution is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either institution, nor shall it in any way alter the control of the management, assets, and affairs of the respective institutions. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial nor a legal nature incurred by the other party to this Agreement.

11. Liability:

Each institution shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other institution.

12. Insurance:

SHSH shall secure and maintain or cause to be secured and maintained, with respect to SHSH, during the term of this Agreement, comprehensive, general and professional liability insurance, and property damage insurance or SHSH shall self insure in an amount adequate to protect SHSH in carrying out its duties and responsibilities in accordance with this Agreement. If FACILITY so requests, SHSH shall provide FACILITY with evidence of such insurance coverage.

FACILITY shall secure and maintain, or cause to be secured and maintained, with respect to FACILITY during the term of this Agreement, comprehensive, general and professional liability insurance, and property damage insurance providing minimum limits of liability adequate to protect FACILITY in carrying out its duties and responsibilities pursuant to this Agreement. If SHSH so requests, FACILITY shall provide SHSH with evidence of such insurance coverage.

13. Non-Waiver:

No waiver of any term or condition of this Agreement by either party shall be deemed or a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.

14. Governing Law:

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Ohio.

0969AS

15. Assignment:

This Agreement shall not be assigned in whole or in part by either party without the prior written consent of the other party, except that it may be assigned to each party's affiliates.

16. Invalid Provision:

In the event that any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provision were not a part of this Agreement.

17. Amendment:

This Agreement may be amended at any time by a written agreement signed by the parties hereto.

18. Notice:

Any notice required or allowed to be given hereunder shall be deemed to have been given upon deposit in the United States mail, registered or certified, with return receipt requested and addressed to the party who has executed this Agreement on behalf of the respective parties.

19. Entire Agreement:

This Agreement constitutes the entire Agreement between the parties and contains all of the agreements between them with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof.

20. Binding Agreement:

This Agreement shall be binding upon the successors or assigns of the parties hereto.

21. Non-Exclusivity:

This Agreement is non-exclusive. The parties to this Agreement reserve the right to enter into similar agreements with other institutions.

22. Third Party Beneficiary:

The parties do not intend that individuals receiving services pursuant to this Agreement occupy the position of third party beneficiary to the Agreement.

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23. Headings:

The headings of the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.

24. Non-Discrimination:

Both parties agree to comply with all applicable Federal and State laws prohibiting discrimination against persons on account of race, sex, color, age, religion, national origin, or disability.

25. Compliance with the Law:

In the event that either party and/or its Agent either 1) becomes Debarred or 2) receives notice of action or threat of action with respect to its Debarment during the term of this Agreement, each party agrees to notify the other immediately. In the event that either party or its Agent becomes Debarred as set forth above, this Agreement relative to such Debarred entity or individual's participation hereunder shall automatically terminate upon receipt of such notice without any further action or notice; and

Each party agrees to act in compliance with all laws and regulations (including without limitation, Medicare and Medicaid program requirements as applicable), which relate to its performance of this Agreement. Each party agrees to timely notify the other in the event that it has violated any such statutory or regulatory requirements, and the nature of such violation, to enable non-violating party to take prompt corrective action. Each party agrees that the other shall have the right to automatically terminate this Agreement in the event that the other party fails to comply with this provision.

26. Access to Books and Records:

Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement and upon written request of the Secretary of Health and Human Services, or upon written request of the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any other duty authorized representative of the Federal Government, the parties shall make available this Agreement and the books, documents and records of the parties hereto necessary to certify the nature and extent of costs of services rendered, if any, under the terms of this Agreement.

27. Debarment Certification:

Each party hereby represents and warrants the following:

A. That it has not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs (collectively, "Debarment" or "Debarred", as applicable); and

B. That it shall not knowingly employ or contract with, with or without compensation, any individual or entity (singularly or collectively, "Agent") listed by a federal agency as Debarred. To comply with this provision, each party shall make reasonable inquiry into the status of any Agent contracted or arranged by it to fulfill the terms of this Agreement by reviewing, at a minimum, the Health and Human Services - Office of Inspector General Cumulative Sanctions Report (www.oig.hhs.gov/procgov/oig) and the General Services Administration List of Parties Excluded from

ACH/SOCIAL WORK

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Federal Procurement and Non-Procurement Programs (www.sinet.gov/epis), which internet sites may be revised from time to time by the U.S. government.

In the event that either party and/or its Agent either 1) becomes Debarred or 2) receives notice of action or Order of action with respect to its Debarment during the term of this Agreement, each party agrees to notify the other immediately. In the event that either party or its Agent becomes Debarred as set forth above, this Agreement relative to such Debarred entity or individual's participation hereunder shall automatically terminate upon receipt of such notice without any further action or notice; and

Each party agrees to act in compliance with all laws and regulations (including without limitation, Medicare and Medicaid program requirements as applicable) which relate to its performance of this Agreement. Each party agrees to timely notify the other in the event that it has violated any such statutory or regulatory requirements, and the nature of such violation, to enable non-violating party to take prompt corrective action. Each party agrees that the other shall have the right to automatically terminate this Agreement in the event that the other party fails to comply with this provision.

IN WITNESS WHEREOF, FACILITY and SHSH have executed this Agreement below.

WITNESSES:

SUNNA HEALTH SYSTEM HOSPITALS

Phyllis Thornton
Administrative Secretary

By: Judith Atkins
Its: Executive Director

FACILITY Women's Med Center of Ala

Norman E. Matthews, MD
Medical Director

By: Carol A. Westfall
Its: Executive Director

POC REVIEW

Provider Name: Dykens Womens Med Gp CCN: 0969 AS

Facility Phone #: 1800 858-8980 Survey Exit Date: 2/23/12
adm Carol Wesfall

POC Reviewed By: as Date Approved: _____

Desk Audit: _____

2567 signed and dated: _____

Completed Date: _____

	Tag #	Tag #	Tag #	Tag #	Tag #	Tag #	Tag #	Tag #	Tag #	Tag #	Tag #	Tag #	Tag #
Correction date within timeframe?	3/17												
If POC refers to creating new policies/procedures, is a copy included?													
Does the plan address all of the deficient practice?													
Does the plan address who will monitor for compliance?													
Waiver/Variance requested?													

COMMENTS:

Brenda Hardens - not working today.

Called 4/17/12 11:22 A

*front page not signed and dated
 left message to do this per
 receptionist. Carol will be back in
 afternoon*



OHIO DEPARTMENT OF HEALTH

246 North High Street
Columbus, Ohio 43215

614/466-3543
www.odh.ohio.gov

John R. Kasich / Governor

Theodore E. Wymyslo, M.D. / Director of Health

March 7, 2012

Carol Westfall, Director
Akron Women's Medical Group
692 East Market Street
Akron, OH 44305

RE: Akron Women's Medical Group - License: 0969AS
Survey Completed on February 23, 2012

Dear Ms. Westfall:

The Ohio Department of Health, under the authority of Chapter 3702 of the Ohio Revised Code, inspects Health Care Facilities to determine compliance with the licensure requirements set forth in Chapter 3701-83 of the Ohio Administrative Code. To attain and maintain licensure, a health care facility must be in compliance with each licensure requirement and not have any violations that jeopardize the patients' health and safety or seriously limit the facility's capacity to provide adequate care and services.

On the date noted above, we completed an inspection of your facility and cited the violation(s) annotated on the enclosed form. Therefore, in order to recommend your agency for licensure, we must receive an acceptable plan of correction **signed and dated within ten (10) calendar days** after you receive this notice. **Failure to provide an acceptable plan of correction may result in denial, revocation, or non-renewal of your license.**

This plan of correction must contain the following at a minimum:

What action(s) will be accomplished to correct the situation(s) or condition(s) causing or contributing to the noncompliance.

What measures will be put into place or what systemic changes you will make to ensure that the deficient practice does not recur.

How the corrective action(s) will be monitored to ensure the deficient practice will not recur; i.e., what quality assurance/improvement program will be put into place.

Akron Women's Medical Group

March 7, 2012

Page Two of Two

The Plan of Correction must be written on the enclosed Statement of Deficiency form.

The projected date of correction must not exceed 30 days from the date of inspection exit date unless approval for an extended period for correction is obtained from this office.

Where documentary evidence of corrective action is appropriate, such evidence should accompany the plan of correction wherever possible. When this is not possible, these documents should be provided not later than the latest correction date submitted in your plan of correction **and accepted by this office**. Evidence of compliance may include documentation of facility monitoring, in-service training records, consultant reports, work orders, purchase orders, invoices, photographs, or other information that would confirm compliance.

Normally, an onsite revisit will be conducted to verify corrective action has been taken per the plan of correction. However, after our review of the plan of correction and any evidence of compliance, it is possible that an onsite visit will not be required. If this is the case, you will be advised by phone that your plan of correction was accepted and that the appropriate licensure action will be recommended to the licensure administrator.

If you have any questions regarding this notice, please feel free to contact me at (614) 387-0801.

Sincerely,



Wanda L. Iacovetta, R.N.
Non Long Term Care Unit Supervisor
Bureau of Community Health Care Facilities and Services
Division of Quality Assurance

WLI/cc

Enclosure: STATE FORM Licensure

FILE COPY



OHIO DEPARTMENT OF HEALTH

246 North High Street
Columbus, Ohio 43215

614/466-3543
www.odh.ohio.gov

John R. Kasich / Governor

Theodore E. Wymyslo, M.D. / Director of Health

January 13, 2012

Carol A. Westfall, Director
AKRON WOMEN'S MEDICAL GROUP
692 EAST MARKET STREET
AKRON, OH 44305

copy

Facility Type: AMBULATORY SURGICAL FACILITY
Facility ID: 0969AS
Capacity: 1 Operating Rooms

Dear Ms. Westfall:

This renewal confirmation letter approves your facility to continue to operate through April 2013; unless the license is revoked pursuant to Chapter 119. of the Ohio Revised Code or voided at your request.

AKRON WOMEN'S MEDICAL GROUP
692 EAST MARKET STREET
AKRON, OH 44305

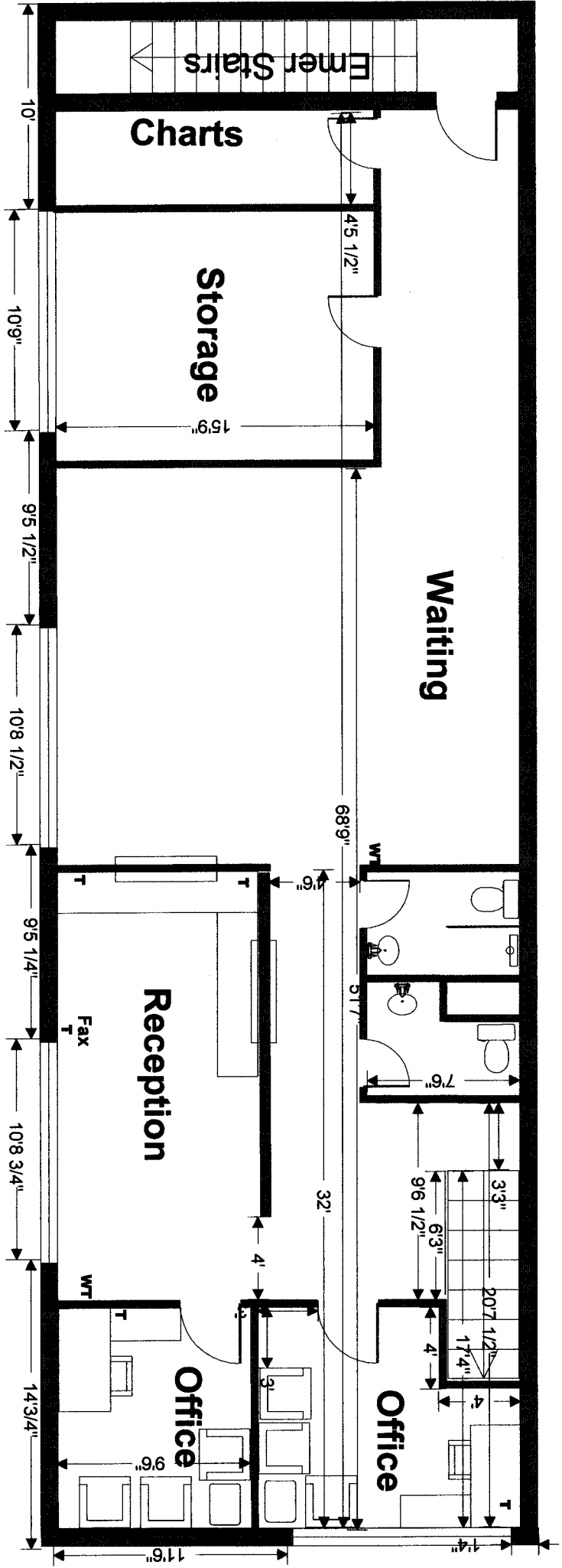
For online information regarding the licensure process, e.g. forms, rules (Ohio Administrative Code (OAC)) and regulations (Ohio Revised Code (ORC)), visit the Ohio Department of Health web site at <http://www.odh.ohio.gov>. Questions regarding the licensure process may be directed to our e-mail address, liccert@odh.ohio.gov or by calling Adria Goodwin, Licensure Specialist, at (614) 466-7713.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Smith'.

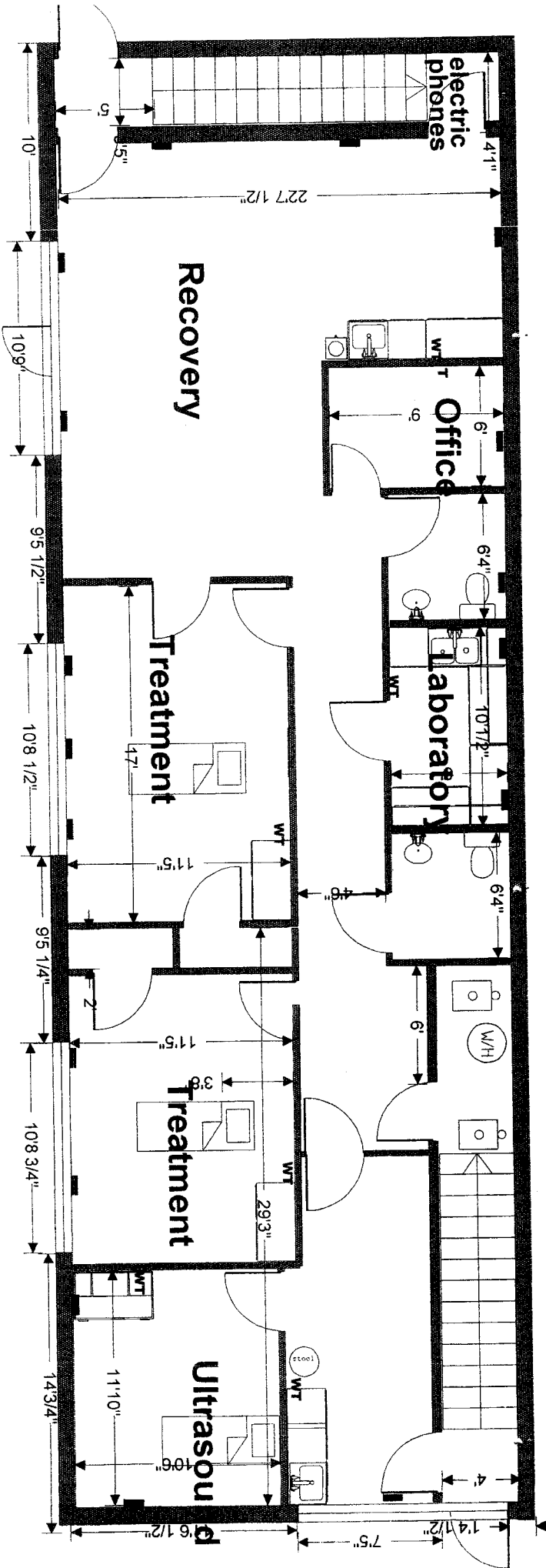
Bridgette C. Smith, Licensure Administrator
Bureau of Information and Operational Support
Division of Quality Assurance

cc: BCHCFS
State Fire Marshal's Office
Certification
Licensure File



692 E. Market St 2nd Floor

*A Karen Johnson
 Medical Group
 6969 AS*



692 E. Market St 1st Floor

*A Krone Group
 1300 Mendocino
 Mendocino
 99694AS*

0969A5

Akron Woman's Medical Group

692 E. Market, Akron, OH

Procedures

1. Vacuum aspiration (first trimester) abortion
2. Medical abortion with Mifeprex (RU486)
3. Dilation and evacuation (second trimester) abortion
4. Placement of dilators in preparation for item #3
5. Ultrasound for determination of gestational age
6. Blood work (lab) for hematocrit and RH factor
7. Ultrasound for confirmation of completion of medical abortion

0969AS

**AKRON WOMEN'S MEDICAL GROUP
692 EAST MARKET STREET
AKRON, OHIO 44304
330-535-9191**

**EMPLOYEE ROSTER ORGANIZATIONAL CHART
AS OF 05/02/2011**

**OWNER
GERALD GROSSMAN**

**EXECUTIVE DIRECTOR
CAROL WESTFALL**

**MEDICAL DIRECTOR
M.H. REZAEI, MD**

**LAB DIRECTOR
RAYMOND ROBINSON, MD**

**PHYSICIANS ON STAFF
M.H. REZAEI, MD
RAYMOND ROBINSON, MD
L. ANN NUNNALLY, MD PRN PHYSICIAN**

**DIRECTOR OF NURSING
BRENDA HARLESS, RN**

**OTHER NURSING STAFF
MEKYSHA CAMPBELL, RN
MARY SCHATZMAN, RN, NP**

**COUNSELORS AND MEDICAL ASSISTANTS
JANELLE MOORE
ANGEL KING
LISA ROUDEBUSH
TIFFANY GAITLIN**



OHIO DEPARTMENT OF HEALTH
 DIVISION OF QUALITY ASSURANCE
 BUREAU OF COMMUNITY HEALTH CARE FACILITIES
 NON LONG TERM CARE QUALITY UNIT

FACILITY INFORMATION DOCUMENT

Facility Name	Akron Women's Medical Group NPI: 1790815892	
Address	692 E. Market St	
City/County	Akron (Summitt) Ohio	Zip + 4: 44305
Mailing Address	same	
City/County	Zip + 4:	
E:Mail Address	CAROLW@GMail.com	
Administrator Name	Carol Westfall	
Other Information	Telephone: (216) 245-3330 Fax: (216) 245-3339 Provider No.: _____ Licensure No.: 096945 Medicaid No.: _____	
	Fiscal Intermediary/Carrier: Name/Address/Phone No. _____ _____ _____	

Facility Type: ASC CAH CORF ESRD HHA HOSPICE PPS PTIP
 REHAB RURAL H X-RAY MLP HOSP HCS

ACCREDITED: Yes No Maternity License Expiration Date: _____
 Fiscal Year: 2012

Action: Certification Licensure PCR/PSR Complaint No. _____ Other _____

FACILITY BEDS	TOTAL	HOSPITAL	HOSPICE	PPS PSYCH	PPS REHAB	MATERNAL BEDS	N/B
Total Beds	3						
Total Census							

HEALTH SURVEYS

Survey Entry Date:	Entrance Time:	A.M.	P.M.
Day of the Week: M T W Th F Sat Sun			
Week of the Month: 1 2 3 4			
Survey Exit Date:	Exit Time:	A.M.	P.M.

LSC SURVEYS

Survey Entrance Date:	Entrance Time:	A.M.	P.M.
Number of Buildings:	Description of Construction Type:		
Construction Dates (each bldg):			
Survey Exit Date:	Exit Time:	A.M.	P.M.

Additional Information On Back

Completed By: <u>Carol Westfall</u>	Date: <u>2-23-2012</u>
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