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	PS Form 3800, August 2006	See Reve	rse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
Complete items 1, 2, and 3. Also complete item Restricted Delivery is desired. Print I rame and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature Agent Addressee B. Received by (Printed Name) C. Date of Delivery
1. Article Addressed to: Miriam Hernandez, Administrator Planned Parenthood Bedford Heights Regional Medical Center 25350 Rockside Road Bedford Heights, OH 44146	Mail ** Express Mail Ad Uti Return Receipt for Merchandise Mail C.O.D.
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STATEMENT OF DEPOSACES AND PLAN OF CORRECTION (XI) PROVIDENS UPPLIER 1014AS	Ohio De	pt_Health	内部产的 (以)	§ 100	- 1 ^		3/12/13	while	PRINTEI FORM	0: 01/18/20 [:] I APPROVE
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STATEMEN AND PLAN	T OF DEFICIENCIES OF CORRECTION	(X1) PROVIDER/SUPPLIER IDENTIFICATION NUMB	CLIA BER:	(X2) MUL A. BUILDI B. WING		(X3) DATE SURVEY COMPLETED
NAME OF C	7704055 05 01051	1014AS	 			01/11/2013
NAME OF F	PROVIDER OR SUPPLIER	1	STREET ADI	DRESS, CITY,	STATE, ZIP CODE	
PLANNE	D PARENTHOOD BEI			CKSIDE RO HEIGHTS	OAD , OH 44146	
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	the observation on the release for the sarea was designed patients. The door electronic eye which was standing in from eye may not release patient was present, release button. Stair release button. Stair release was not in was repair. The door did emergency. 2. Observation of the first and second lever facility fire extinguishmenthly as evidence on the back of the tall addition, two extingular and one on the second inspected on an annextinguishers revealed was in September 20 time of the observation of the extinguishers had not an extinguisher	of the box. Staff A pre- 21/10 and 01/11/13 revisecured door of the was especially for handicar, was equipped with an a would release if a pent of the door. The elect the door if a wheelchat the the door if a wheelchat the the door if a wheelchat the automatorking order and in near the extinguishers on the facility reveal hers had not been inspected by lack of document gon the extinguishers and floor, had not been used the last annual inspect on verified that no morn negatishers had been the two firest been serviced in 201 a second floor surgical the very lightly colored we second floor surgical the very lightly colored were second fl	ealed ting sped son stronic air manual tic ed of the ected ation. In floor the two ections the ections the two ections the ections	ार्टाच गर्भण, पेशप ar	teleased again. 1/28/13. Censer to le responsible for all doors are functional to a facility that had in 2012. These we place of the two that were serviced appendicies (\$1). As the service company on February 1, 2013. The two fire extinguished to storage to move a list of all extinguisher located the site so that at the site walls facility. Corrected the deaning compared the walls facility were at all so the souls facility were at all so the souls facility were at a so the souls at a s	corrected areas will be a serviced or serv
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NAME OF F	ROVIDER OR SUPPLIER		STREET AD	DRESS, CITY	, STATE, ZIP CODE		
PLANNE	D PARENTHOOD BEI	DFORD HEIGHTS		CKSIDE R	OAD 6, OH 44146		
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	revealed the failure had been identified conducted by staff i	to check fire extingu during a safety chec n 2012. Review of the staff duties revealed	k le		begin this service February 2013. Con The stack of the As on January 17, 20 do monthly of saf the charge dinic	oregular rected by if were pis on his bed check	\$11/13. Franced S. by
C 201	O.A.C. 3701-83-16	(B) Governing Body	Duties	C 201	Checks of the fir	e extingu	
	The governing body	shall:			began in January	f 2013 al	the
	update, and approve may be	enty-four months reveathe surgical proced cillty and maintain an these procedures;	ures that		ASF will ensure a extinguisher check as required. Ite corrected by Maintinance an	that it	e fine
	anesthesia) privilege re-approved at least physicians and other certified health care documented profess	nical (medical-surgic es, in writing and revi every twenty-four m r appropriately licens professionals based sional peer advice an	ewed or conths, to ed or on do on do on do do do on do	arm ore light to	extinguishers a upkeep will be responsibility	nd for	ci lidy
	recommendations fr staff. These actions applicable law and b	om appropriate prote shall be consistent v ased on tocumented wing:	ssionar + Ath	Giglia (SCI)	ensure couplia	A CO	ារប្រកាសប្រ រកជំនួកកើត្រ ម៉ែ ពី ក្នុងទំនួញ ពក្ស
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	(c) Competence in p procedures for which indicated in part by re assessment and imp reasonable indicators	privileges are reque elevant findings of que rovement activities a of current competer	ality nd other ncy.				·
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PRINTED: 01/18/2013 RECEIVE: FORM APPROVED 2013 Ohio Dept Health STATEMENT OF DEFICIENCIES (X1) PROVIDER/SUPPLIER/CLIA (X3) DATE SURVEY (X2) MULTIPLE CONSTRUCTION AND PLAN OF CORRECTION COMPLETED IDENTIFICATION NUMBER: A. BUILDING B. WING 1014AS 01/11/2013 NAME OF PROVIDER OR SUPPLIER STREET ADDRESS, CITY, STATE, ZIP CODE 25350 ROCKSIDE ROAD PLANNED PARENTHOOD BEDFORD HEIGHTS BEDFORD HEIGHTS, OH 44146 SUMMARY STATEMENT OF DEFICIENCIES PROVIDER'S PLAN OF CORRECTION (X5) COMPLETE (EACH DEFICIENCY MUST BE PRECEDED BY FU (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE PREFIX PREFIX REGULATORY OR LSC IDENTIFYING INFORMATION) TAG DATE TAG DEFICIENCY) C 201 Continued From page 3 C 201 external peer review shall consist of a qualterly audit of a random sample of surgical cases. The ASF Governing This Rule is not met as evidenced by: Planned Paren Based on review of physician credentialing files and staff interview and verification, the facility February 7, 2013. failed to ensure the governing body at least every twenty-four months reviewed, updated, and approved the surgical procedures that may be performed at the facility. Two of four physician credentialing files (Staff CC and Staff DD) were affected. The facility provided services for 3618 patients in the year 2012. Findings included: On 01/10/13, Staff A provided four credentialing files for physicians who provided surgical services at the facility. Review of the four credentialing. 1. Review of the credentialing file for Staff CC revealed that privileges were last reviewed and approved by the governing body in November

Ohio Department of Health

privileges for Staff CC.

2010. Interview of Staff A revealed that Staff CC no longer provided services for the facility but had not been released as no longer practicing there. Staff A verified the governing body had taken no action regarding credentialing and approval of

2. Review of the credentialing file for Staff DD revealed there was no documented evidence of a list of requested and approved procedures to be

Ohio Dept Health

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STATEMENT OF DEFICIENCIES (X1) PROVIDER/SUPPLIER/CLIA (X3) DATE SURVEY (X2) MULTIPLE CONSTRUCTION AND PLAN OF CORRECTION IDENTIFICATION NUMBER: COMPLETED A. BUILDING B, WING 1014AS 01/11/2013 NAME OF PROVIDER OR SUPPLIER STREET ADDRESS, CITY, STATE, ZIP CODE 25350 ROCKSIDE ROAD PLANNED PARENTHOOD BEDFORD HEIGHTS BEDFORD HEIGHTS, OH 44146 SUMMARY STATEMENT OF DEFICIENCIES PROVIDER'S PLAN OF CORRECTION IØ (X5) COMPLETE PRÉFIX (EACH DEFICIENCY MUST BE PRECEDED BY FULL PREFIX (EACH CORRECTIVE ACTION SHOULD BE REGULATORY OR LSC IDENTIFYING INFORMATION) TAG TAG CROSS-REFERENCED TO THE APPROPRIATE DATE DEFICIENCY) C 201 Continued From page 4 C 201 ے سی صحط place performed in the facility. Interview of Staff A regarding the lack of requested procedures and رے ہی ناعید ہر برمد approval by the governing body revealed Staff DD was the current medical director. The credentialing file contained no documented evidence to indicate that Staff DD acquired the COTTEC duties of the medical director. On 01/10/13 at 4:30 P.M. Staff A verified there was no delineation Vice of privileges and indication of governing body approval. ensure compliance C 243 O.A.C. 3701-83-20 (D) Ventilation & Humidity Gover nin C 243 Levels a5 Each ASF shall have appropriate ventilation and humidity levels in order to minimize the risk of infection and to provide for the safety of the patient. This Rule is not met as evidenced by: Based on facility observation and staff interview and verification; the facility failed to ensure appropriate ventilation and humidity levels in terificated out the backfield 198 . Sec. 30. 15 the solar bile order to minimize the risk of infection and to provide for the safety of the patients. The facility provided services for 3618 patients in the year 2012. Findings included: On 01/10/13 tour of the facility was conducted with Staff A and B. Observation of the facility revealed the surgical and recovery areas was located on the second floor of the building. Staff A and B verified the facilities utilized only conscious sedation of the patients and no general anesthesia was used.

Ohio Department of Health

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Additional Documentation for Facility #1014AS

Following Plan of Correction Submission Dated 1/31/13



PPGOH Governing Body

Planned Parenthood of Greater Ohlo, in an effort to ensure compliance with various regulatory agencies, and to assure standardization within our ambulatory surgical centers, maintains a Governing Body for its Surgical Services.

Membership in this governing body includes:

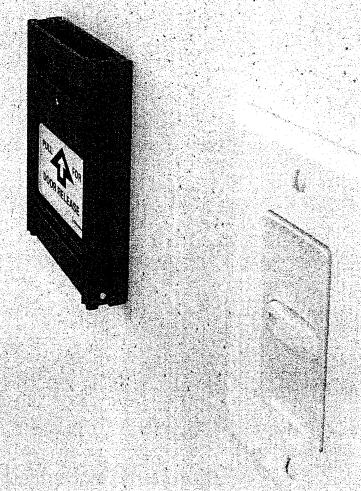
- Medical Director
- Director of Surgical Services
- Director of Risk & Quality Management
- VP of Health Services
- Regional Lead Clinicians
- Surgical Service Health Center Managers
- Surgical Service Charge Clinicians

This governing body will meet at least once every 24 months in order to accomplish the following activities:

- Review, update and approve the surgical procedures performed at the ambulatory surgical centers and maintain an up-to-date listing of those procedures
- Review (grant or deny) privileging of surgical service physicians and other licensed or certified health care professionals, based on documented evidence of current licensure, relevant education, training and experience, as well as competence in performance of the procedures.
- Review Medical Standards & Guidelines to assure that they are updated appropriately
- Review surgical complication rates
- Review results of relevant audits
- Make recommendations for protocols and trainings
- Complete other RQM reports as needed

Minutes of each meeting will be provided to the President & CEO of PPGOH and to the PPGOH Board of Trustees' RQM Committee.

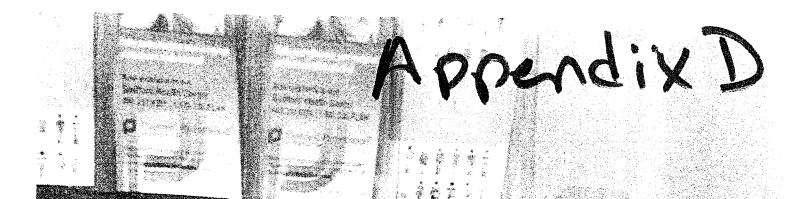
Appendix A



AppendixB

Appendix C









PLANNED PARENTHOOD OF GREATER OHIO

Bedford Heights Surgery Center 25350 Rockside Road Bedford Heights, OH 44146

East Columbus Surgery Center 3255 East Main Street Columbus, OH 43213

The Governing Body of Planned Parenthoosurgical facilities grants privileges to provid gestation including medication abortion to M.D.	e abortions up to wooks
Privileges are granted for a 24 month perio 20, unless terminated for cause. Privileg provided at the ASF:	d from / / 20 through / les are restricted to the services
□ located at 3255 East Main Street	Columbus, Oh 43213
□ located at 25350 Rockside Road	Bedford Heights, Ohio 44146
Authorized Representative of ASF Governing Body	Date
Printed Name	
Title	

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Calibration complies with ISO/IEC 17025, ANSI/NCSL Z540-1, and 9001

ppendix Cert. No.: 4040-4537628

Traceable® Certificate of Calibration for Therm./Clock/Humidity Monitor

Manufactured for and distributed by: Fisher Scientific, P.O. Box 1768, Pittsburgh, PA 15230 Instrument Identification:

Model: S66279

S/N: 122444558

Manufacturer: Control Company

Standards/Equipment:

Description Chilled Mirror Hygrometer Digital Thermometer Non-contact Frequency Counter

Serial Number 31874/H2048MCR 90969500 26.6 2025

Due Date 5/24/13 9/14/12 3/06/13

NIST Traceable Reference 10100

> 4000-3893285 1000313632

Certificate Information:

Technician: 104 Test Conditions:

Procedure: CAL-17 26.0°C

Cal Date: 8/03/12

Cal Due: 8/03/14

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This Instrument was calibrated using Instruments Traceable to National Institute of Standards and Technology.

A Test Uncertainty Ratio of at least 4:1 is maintained unless otherwise stated and is calculated using the expanded measurement uncertainty. Uncertainty evaluation includes the instrument under test and is calculated in accordance with the ISO "Guide to the Expression of Uncertainty in Measurement" (GUM). The uncertainty represents an expanded uncertainty using a coverage factor k=2 herein relate only to the item calibrated. This certificate shall not be reproduced except in fulf, without written approval of Control Company.

Nominal=Standard's Reading; As Left=Instrument's Reading; In Tol=In Tolerance; Min/Max=Acceptance Range; ±U=Expanded Measurement Uncertainty; TUR=Test Uncertainty Ratio; Accuracy=±(Max-Min)/2; Min = As Left Nominal(Rounded) - Tolerance; Max = As Left Nominal(Rounded) + Tolerance; Date=MM/DD/YY

Hird Rodriguez

Wallace Kerry Wallace Berry, Technical Manager

Maintaining Accuracy:

In our opinion once calibrated your Therm./Clock/Humidity Monitor should maintain its accuracy. There is no exact way to determine how long calibration will be maintained. Therm./Clock/Humidity

Recalibration:

This device was calibrated using a single test point. Should additional test points be required, please contact Control Company for factory calibration and re-certification traceable to National

CONTROL COMPANY 4455 Rex Road Friendswood, TX 77546 Phone 281 482-1714 Fax 281 482-9448 service@control3.com www.control3.com

✓ HENRY SCHEIN®

Appendix I

INVOICE#	INVOICE D	ATE
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HSI ORDER# ORDER DATE 06870864 01/29/13

BOX CONTENT LIST

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OOBedford Heights OH 44146-7110

Planned Prnthd Of Grtr OH

T Greater OH
O Akron, OH 44302-1711

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OFFICE USE ONLY

46201-002



OHIO DEPARTMENT OF HEALTH

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

FACILITY INFORMATION DOCUMENT

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PATIENT TRANSFER AGREEMENT

This Patient Transfer Agreement ("Agreement") is made and entered into on the Effective Date (defined below) by and between University Hospitals Bedford Medical Center ("Hospital"), a non-profit corporation organized and existing under the laws of the State of Ohio, located at 44 Blaine Avenue, Bedford, Ohio 44146, and Planned Parenthood of Northeast Ohio ("Facility"), a corporation organized and existing under the laws of the State of Ohio, currently located at 19550 Rockside Road, Bedford, OH 44146 and relocating to 25350 Rockside Road, Bedford Heights, OH 44146 on or about January 1, 2012.

RECITALS

WHEREAS, Hospital and Facility operate health care institutions that provide health care services for the patients/residents of their respective facilities ("Patients").

WHEREAS, the parties are committed to providing Patients a high quality of care at both the acute and post-acute stages of illness, and therefore desire to enter into a Patient Transfer Agreement to promote expeditious and safe transfers between the two institutions.

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

- I. CAVEAT. This Agreement is based upon a template created by University Hospitals Law Department. Blank lines should be appropriately filled in but the language cannot be modified in any way without Law Department approval. Such approval will be evidenced by a stamp on the signature page of this Agreement reading "Approved as to Form" and signed by a UH Law Department attorney. Any amendments or modifications to this Agreement require a separate review and UH Law Department Approval. This template, if unchanged, does not require UH Law Department Approval.
- II. **DEFINITIONS.** The "transferring institution" is defined as the institution transferring the Patient to the other institution. It may be either the Hospital or the Facility. The "receiving institution" is defined as the institution to which the Patient is transferred. It may be either the Hospital or the Facility.
- III. TRANSFERRING INSTITUTION'S RESPONSIBILITIES. The transferring institution initiating the transfer shall have the following responsibilities:
 - A. <u>Patient Transfer</u>. The Patient's attending physician shall determine the need for transfer of a Patient. When such a determination has been made, the transferring institution shall determine the Patient's medical status, acuity, and risk assessment and shall immediately notify the receiving institution of the impending transfer and provide medical and administrative information necessary to determine the appropriateness of the placement and to enable continuing care of the Patient.
 - B. <u>Medical Screening and Stabilization</u>. The transferring institution is responsible for ensuring that all transfers are in compliance with the Emergency Treatment and Active Labor Act (commonly referred to as the "COBRA anti-dumping law"), 42 U.S.C. §1395dd, et seq.

- C. <u>Patient Authorization</u>. The attending physician and the transferring institution will be responsible for obtaining any necessary Patient authorization and consent for transfer prior to the transfer.
- D. <u>Transfer Information</u>. The transferring institution shall assure that the receiving institution receives, upon transfer, appropriate information with regard to current medical findings, diagnosis, rehabilitation potential, and a summary of the course of treatment followed in the transferring institution, nursing and dietary information, ambulation status, pertinent administrative and social information, and documented consent for treatment. In addition, the transferring institution shall include the name, address and phone number of the individual designated by Patient to notify in case of medical emergency, or a statement that there is no known individual to be informed in such case. With the Patient's consent, the transferring institution shall notify that individual of the transfer.
- E. <u>Mode of Transport</u>. The transferring institution shall have the responsibility for arranging for and effecting the transportation of the Patient to the receiving institution, including the selection of the mode of transportation and, where indicated, the provision of appropriate health care personnel and equipment to accompany the Patient.
- F. <u>Coordination with Receiving Institution</u>. The transferring institution shall be responsible for contacting and confirming prior to transfer that the receiving institution is willing to and can accept the transfer of the Patient and provide the appropriate treatment. The attending physician at the transferring institution shall be responsible for communicating directly with the physician at the receiving institution to ensure that adequate space and personnel are available for the Patient and to resolve any questions concerning the transfer. If the receiving facility has fully committed its resources and is therefore temporarily unable to provide safe, appropriate, and timely medical care to Patient; or, if the receiving institution cannot provide such care because of a physical breakdown (e.g., fire, bomb threat, power outage, safety concern, etc.), the parties to this Agreement will cooperate to find another medically appropriate facility for the Patient.
- G. <u>Personal Effects and Valuables</u>. The transferring institution will be responsible for the transfer or other appropriate disposition of personal effects, particularly money and valuables, and information relating to these items. The status of such disposition shall be made in writing and forwarded to the receiving institution.
- H. <u>Death of Patient after Transfer</u>. In the event a Patient dies after transfer, the parties agree to cooperate in determining the Patient's next-of-kin or such other persons as may be required to be notified of the Patient's death.
- IV. RECEIVING INSTITUTION'S RESPONSIBILITIES. The receiving institution shall have the following responsibilities:
 - A. <u>Admission</u>. If the Patient transfer is accepted, the receiving institution agrees to admit the Patient, provided that the medical staff, facilities and personnel are available to accommodate that Patient. The receiving institution's responsibility for the Patient's care shall begin when the Patient arrives at the receiving institution.
 - B. <u>Consultation</u>. Upon request by the transferring institution and/or attending physician, the receiving institution will provide consultation prior to, during or following

transfer. The receiving institution, however, will provide no protected health information to the transferring institution unless the Patient has given prior written consent for such exchange of information.

- C. <u>Reverse Transfer</u>. Upon request by the transferring institution, an attending, and/or the Patient, the receiving institution may return the Patient to the transferring institution or transfer the Patient to another appropriate institution.
- V. PATIENT RECORDS. The transferring institution shall provide all pertinent and necessary medical information and records, which shall accompany the Patient, including current medical and social history, diagnosis, treatment summary, prognosis and other pertinent information. The transferring 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. Once the Patient is admitted to the receiving institution ongoing oral or written protected health information may be provided with the Patient's or responsible party's consent. Both parties agree that such exchange of information shall be solely for the purpose of treatment in compliance with the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, as amended by Pub. L. No. 111-5 Division A, Title XIII ("HITECH"), and the implementing regulations promulgated ("HIPAA") as excepted by 45 CFR, § 164.502(e)(1)) and, therefore no business associate addendum is required.
- VI. OUTPATIENT SERVICES. Hospital shall make available its diagnostic and therapeutic services on an outpatient basis as requested by the Facility attending physician and as ordered by a Hospital physician. Hospital agrees to provide, according to Hospital's policies, available outpatient services as may be required by the Patient of Facility when the services are not available at Facility. Outpatient services may include, but are not limited to laboratory, x-ray, physical services or any other form of services necessary for appropriate treatment care of the Patient: provided, however, that nothing contained herein shall require Hospital to provide such services unless Patient has demonstrated the ability to reimburse Hospital or cause Hospital to be reimbursed for such services.
- VII. PAYMENT FOR SERVICES. The Patient is primarily responsible for payment for care received at either institution and for payment of transport costs. Each institution shall be responsible for collecting payment for services rendered in accordance with its usual billing practices. Nothing in 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 to the extent that such liability may exist separate and apart from this Agreement. Notwithstanding any other language in this Agreement, in the event the Patient fails to accept responsibility for the transfer costs, the parties agree that Hospital shall not be liable for these expenses.
- VIII. INDEPENDENT FACILITY 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 is intended to or shall be construed to create any relationship between the institutions other than that of independent contractors. Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or contract with any other medical center or extended care facility on any basis whatsoever. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of

either a financial or a legal nature incurred by the other party to this Agreement.

IX. LIABILITY AND INDMNIFICATION. Each party shall be responsible for any and all damages, claims, liabilities or judgments expenses and costs (including but not limited to, court costs and attorneys' fees) of every kind arising out of or in consequence of the party's breach of this Agreement, and/or of the negligent errors and omissions or willful misconduct of its officers, directors, shareholders, servants, agents, employees, students or independent contractors in the performance of or conduct related to this Agreement.

Each party (the "Indemnifying Party") shall indemnify, defend, save and hold harmless the other party (the "Indemnified Party") for any and all damages, claims, liabilities or judgments expenses and costs (including but not limited to, court costs and reasonable attorneys' fees) of every kind which may be sustained or incurred by the Indemnified Party at any time arising out of or in consequence of the Indemnifying Party's breach of this Agreement, and/or of the negligent errors and omissions or willful misconduct of the Indemnifying party's officers, directors, shareholders, servants, agents, employees, students or independent contractors in the performance of or conduct related to this Agreement.

X. INSURANCE. Each institution, either through insurance contracts or by self-insurance, shall secure and maintain with respect to itself, its agents and employees, during the term of this Agreement, comprehensive general liability insurance coverage with primary limits of not less than one million dollars per claim with umbrella coverage of not less than ten million dollars and professional liability insurance with primary limits of not less than three million dollars. Each party hereto shall provide proof of such insurance and/or on the adequacy of its self-insurance upon request. Each party shall immediately notify the other of any notice from its insurance carrier of intent to modify or cancel such insurance coverage.

XI. TERM, MODIFICATION AND TERMINATION.

- A. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year. Thereafter this Agreement shall automatically renew for no more than four (4) successive periods of one (1) year each, unless sooner terminated as provided below.
- B. This Agreement may be modified or amended from time to time by a prior written agreement signed by the parties hereto, which shall be effective only upon UH Law Department Approval prior to the parties' signatures.
- C. Any modification or amendments shall be in writing and shall become a part of this Agreement.
- D. Either party may terminate this Agreement without cause by giving thirty (30) days' notice in writing to the other party of its intent to terminate.
- E. During the 30-day notice period, the terminating institution will be required to meet its commitments under this Agreement with respect to all Patients for whom the other institution has begun the transfer process in good faith
 - F. This Agreement shall be immediately terminated should either party fail to

maintain its state licensure or registration, if any, or should either party's certification as a Medicare or Medicaid provider be revoked.

- XII. NOTICE. Any notice required or permitted by this Agreement shall be sent by certified or registered overnight mail, signature and return receipt required, and shall be deemed given upon receipt thereof.
 - A. All notices to Hospital shall be addressed to:

University Hospitals Bedford Medical Center 44 Blaine Avenue Bedford, Ohio 44146 Attn: President

With a copy to:

Chief Legal Officer University Hospitals Management Services Center 3605 Warrensville Center Road Shaker Heights, Ohio 44122-5203

B. All notices to Facility shall be addressed to:

Planned Parenthood of Northeast Ohio Attn: Medical Director 25350 Rockside Road Bedford Heights, OH 44146

XIII. UNIVERSITY HOSPITALS ("UH")¹ CORPORATE COMPLIANCE AND COMPLIANCE WITH LAW.

- A. UH is committed to full compliance with all applicable laws, rules, regulations and state and Federal health care program requirements (collectively, "Laws") and has certain compliance obligations relative to the Laws which it has adopted, and, as such, Facility agrees to cooperate fully with the University Hospitals ("UH") Compliance & Ethics Program. In accordance with such commitments Facility hereby certifies, as evidenced by execution of this Agreement, that it shall comply with the obligations set forth in this Section XIII. Failure to comply with the requirements of this Section XIII may result in the immediate termination of this Agreement.
- B. During the term of this Agreement, the parties shall take such actions and revise this Agreement as is necessary or advisable to comply fully with all federal, state, and local laws, rules and regulations, well as federal and state health care program requirements (collectively, "Laws"), applicable to performance of their respective obligations under this Agreement, including and without limitation:

¹ Except where otherwise noted, "UH" means all hospitals, ancillary providers, and other entities owned or controlled, directly or indirectly, by University Hospitals Health System.

- 1. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("HIPAA") and the rules and regulations promulgated thereunder, as well as guidance issued by the United States Department of Health and Human Services (the "HIPAA Regulations");
- 2. Emergency Treatment and Active Labor Act ("EMTALA"), commonly referred to as the "COBRA anti-dumping law," 42 U.S.C. §1395dd, et seq;
- 3. Section 1861(1) of Public Law 89-97, commonly referred to as the "Social Security Amendments of 1965"; and
- 4. The Federal Anti-Kickback Statute, 42 U.S.C. Sec. 1320a-7(b) and the Physician Self Referral Law, 42 U.S.C. Sec. 1395nn, commonly referred to as the "Stark Law".
- C. By signing the Agreement, Facility's authorized representative certifies that:
 - 1. He/she has read and assured the relevant parties at the Facility have received the University Hospitals Policies and Procedures CE-1, CE-9, CE-10 and CE-14, available online at www.uhhospitals.org/vendorpolicies (username = uhvendors; password = uhvendors) and the University Hospitals Compliance & Ethics Program Code of Conduct available online at http://www.uhhospitals.org/tabid/1806/Default.aspx. The UH Compliance & Ethics Program Code of Conduct and Policies and Procedures describes the operation of the UH Compliance & Ethics Program and compliance with Federal health care program requirements.
 - 2. Neither Facility nor any officer, director, member, manager, faculty or student of Facility has been debarred, excluded, suspended or otherwise determined to be ineligible to participate in the Federal health care programs or in Federal procurement or nonprocurement programs² (collectively, "Ineligible"), or convicted of a criminal offense that could result in such party becoming Ineligible. Facility shall not knowingly employ or contract with any individual or entity listed by a Federal agency of the United States of America as Ineligible.
 - 3. If any employee, contractor, subcontractor, student or agent of Facility is reasonably expected to provide patient care items or services or perform billing or coding functions on behalf of a UH Entity³ under this Agreement in excess of 160 hours during the calendar year (a "Covered Person"), within 30 days after the execution of the Agreement or within 30 days after such party becoming a Covered Person, whichever is later, Facility shall:
 - a. Identify each such Covered Person to the UH Compliance and Ethics Department by emailing or calling the Chief Compliance

² An individual or entity listed on either the Health and Human Services – Office of Inspector General – List of Excluded Individuals at www.exclusions.oig.hhs.gov or the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs at www.epls.gov, as revised from time to time, is Ineligible.

³ "UH Entity" is defined as: University Hospitals Health System, Inc., University Hospitals Cleveland Medical Center, University Hospitals Conneaut Medical Center, University Hospitals Geneva Medical Center, University Hospitals Bedford Medical Center, University Hospitals Geauga Medical Center, University Hospitals Richmond Medical Center, University Hospitals Ahuja Medical Center, Inc., University Hospitals Health System-Heather Hill Rehabilitation Hospital, Inc., and University Hospitals Health System-Heather Hill, Inc.

Officer at Compliance@UHhospitals.org or (216) 767-8223, or phoning the Compliance Hotline at (800) 227-6934;

b. Ensure that each such Covered Person participates in required UH Compliance Training and executes and delivers to the Chief Compliance Officer a certification that the Covered Person has read, understood and shall abide by the University Hospitals Code of Conduct and UH Policies and Procedures, and shall comply with the UH Compliance & Ethics Program.

D. Facility further agrees as follows:

- 1. Facility shall perform the Agreement in compliance with all applicable laws, rules, regulations and Federal health care program requirements (to the extent applicable) (collectively, "Laws").
- 2. Facility agrees to conduct this business relationship consistent with the standards set forth in the UH Code of Conduct, and to cooperate fully with the UH Compliance & Ethics Program.
- 3. The failure of Facility to comply with applicable Laws, the UH Code of Conduct or with the UH Compliance & Ethics Program, shall be grounds for immediate termination of this Agreement; provided, however, that except in cases of material noncompliance, UH shall give Facility reasonable notice and an opportunity to cure prior to terminating the Agreement.
- 4. If at any time during the term of this Agreement, Facility: (i) becomes Ineligible; (ii) is charged with a criminal offense related to Federal health care programs or is proposed for exclusion from participation in Federal health care or procurement or nonprocurement programs; or (iii) has notice that any of its directors, officers, key employees or Agents has become Ineligible or has been charged with a criminal offense related to Federal health care programs or is proposed for exclusion, Facility agrees to notify the Chief Compliance Officer of UH immediately. In the event Facility becomes Ineligible, UH shall have the right to terminate this Agreement immediately upon notice to Facility. Further, in the event that UH becomes aware of that any criminal charges or exclusions as described above are pending or proposed against Facility, or that any director, officer, key employee or Agent or Facility has become Ineligible, UH reserves the right in its sole discretion to terminate this Agreement or to exclude such party or parties from participation in this Agreement, or to take other appropriate steps to protect patients and state and Federal program funds.
- 5. In the event of suspected violations of Laws, or the UH Compliance & Ethics Program, Facility shall report violations to the UH Compliance Officer at 216-767-8223, or by calling the UH Compliance Hotline at 1-800-227-6934. No retaliation will be taken against any party who makes a good faith report of a suspected compliance violation, and UH will maintain, as appropriate, confidentiality and anonymity with respect to such reports.
- 6. The parties acknowledge that future changes in federal, state or local law, or future judicial decisions or regulatory interpretations of law (collectively, a "Change in Law") may affect this Agreement and the relationships described herein. This Agreement is subject to adjustment at any time in the event, and to the extent, required by any state or Federal government agency or authority, to maintain the tax exempt status of any UH entity under the Internal Revenue code and/or the law of the State of Ohio and/or

to comply with any other law or regulation. In the event of any proposed or actual Change in Law that, in the opinion of legal counsel for UH or Facility, would or does invalidate any provision of this Agreement or cause any party hereto to be in violation of law in performing its duties and obligations hereunder, either party may request renegotiation of the Agreement by giving written notice to the other party. The parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance within thirty (30) days, either party may terminate this Agreement on sixty (60) days written notice to the other party.

- E. The parties shall maintain all documents and records in connection with the services provided under this Agreement relating to reimbursement, if any, from Federal health care programs, compliance with the UH Compliance & Ethics Program or Policies and Procedures, or which may be necessary to verify the nature and extent of the cost of the services provided by the Facility hereunder, until the expiration of six (6) years after the furnishing of any services under this Agreement, or any longer period as may be required by law, and shall make such documents and records available to upon request by the Secretary of Health and Human Services, the Comptroller General of the United States, or any other governmental authority, or their duly authorized representatives. If either party uses a permitted subcontractor to perform services under this Agreement with a value of \$10,000 or more during any year, Facility shall cause such subcontractor to agree in writing to assume the same obligations as described above with respect to maintenance of documents and records in connection with services provided under this Agreement and cooperation with governmental audits and investigations.
- F. By signing the Agreement, the individual(s) authorized to execute the Agreement on behalf of the respective parties certify that each party:
 - 1. Shall comply with the UH Code of Conduct; and
 - 2. Shall perform the Agreement in compliance with all applicable laws, rules and regulations and Federal health care program requirements, and that to his/her best knowledge and belief, no part of any consideration paid under the Agreement, if any, is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business or other illegal conduct.
- XIV. USE OF NAME. Neither party shall use the name of the other party in any promotional or advertising media without prior written approval of the other party.
- XV. CHANGE OF NAME. In the event Facility merges with or is acquired by or another company or changes its name or the Facility as a party to this Agreement is known by any name except the name in the first paragraph of this Agreement, Facility shall cause Hospital to be notified within no more than ten (10) working days.
- XVI. DISPUTES. All disputes arising under the Agreement shall first be discussed directly by the designated authorities of the Hospital and Facility. If the dispute cannot be resolved at this level, it will be referred to the chief executive officers of the Facility and the Hospital for discussion and resolution prior to termination of the Agreement.
- XVII. 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.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have caused this Agreement to be executed on the dates below and this Agreement shall become effective as of the later dated signature below (the "Effective Date").

PLANNED PARENTHOOD OF NORTHEAST	UNIVERSITY HOSPITALS BEDFORD MEDICAL
ощо	CENTER
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SarahKSmih.m	Printed Name Dugado Printed Name
Printed Name	Printed Name
Medical Director	President
Title	Title
11/1/1	11/8/11
Date	Date
•	Digitally signed by Brad Clement Reason: Approved as to Form Location: UH Law Dept File #5432 Date: 2011.10.04 16:34:27 -04'00'





246 North High Street Columbus, Ohio 43215 614/466-3543 www.odb.ohio.gov

John R. Kasich / Governor

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

January 22, 2013

Miriam Hernandez, Administrator Planned Parenthood Bedford Heights Regional Medical Center 25350 Rockside Road Bedford Heights, OH 44146

RE: Planned Parenthood Bedford Heights Regional Med Ce - License: 1014AS Survey Completed on January 11, 2013

Dear Ms Hernandez:

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.



Planned Parenthood Bedford Heights Regional Med Ce January 22, 2013 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 may be contacted to request supporting documentation of compliance and/or receive a 2567B notifying you that your facility is now in compliance. The appropriate licensure action will also 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

Winda L. Sacoutta, in/n

Bureau of Community Health Care Facilities and Services

Division of Quality Assurance

WLI/cc

Enclosure: STATE FORM Licensure





WE'RE HERE

Board of Directors

Chair

Catherine (Katie) Chatas

New Albany

Vice Chair

Iris Harvey Kent

Treasurer

Barbara Singhaus

Dover

Dover

Secretary Jennifer McNally

Columbus

Edgar Avila Perrysburg

Alexa Sweeney Blackann

Boardman

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Paul Giorgianni

Grandview

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Columbus

William (Bill) G. Porter II

Bexiey

Jan Roller

Cleveland

Lou Stevens Shaker Heights

Lonni Thompson

Columbus

Susan Wilkof

Canton

January 31, 2013

Ohio Department of Health

Ms. Wanda L. ladovetta, R.N.

Non Long Term Care Unit Supervisor

Bureau of Community Health Care Facilities and Services

Division of Quality Assurance

246 North High Street

Columbus, OH 43215

Dear Wanda.

Planned Parenthood of Greater Ohio received the ODH inspection report for our ambulatory surgery center located at 253530 Rockside Road, Bedford Heights, Ohio on January 24th, 2013. The site review was conducted on January 11, 2013.

Enclosed is our Plan of Correction written on the required Statement of Deficiency form. We have also enclosed documentary evidence of corrective action as appropriate. We hope that this evidence of corrective action will be sufficient and that a repeat onsite visit will not be required.

Please notify me by phone at 216-961-8804 x 1201 at your earliest convenience about the acceptability of our plan of correction. We hope that you can recommend the appropriate licensure action to the licensure administrator as soon as possible.

Sincerely.

Regard Clawson

Vice President, Health Services

Enclosures

DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH CARE FINANCING ADMINISTRATION			
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SURVEYOR NOTES WORKSHEET

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AMBULATORY SURGICAL CENTERS PERSONNEL FILE

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DEPARTMENT OF HEALTH AND HU		_
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AMBULATORY SURGICAL CENTERS PERSONNEL FILE

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DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH CARE FINANCING ADMINISTRATION

SURVEYOR NOTES WORKSHEET

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AMBULATORY SURGICAL CENTERS PERSONNEL FILE

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0014AS PPNEO Bedford Hts. Regional Medical Center

Contracted Services

Service	Company	Contract Term
Cleaning	Kleanland	Term through March 2013
Pest Control	General Pest Control	Term is month to month after October 2012
Snow Plow Removal	ADA Services INC	Through April 2012, then billed on a per incident basis after that
Medical Waste Disposal	Stericycle	Contract from 1/20/11 renews automatically every six months unless 60 days-notice is given during the prior six months
Armored Car Service	Garda	Contract from 9/23/09 renews annually unless 30 day notice given in advance of the anniversary date
HVAC Maintinance	Brennan & Associates	Contract through 8/31/13
Garbage Hauling	Republic Services	Contract through 10/6/14
Document Shredding	Cintas	Contracr from 10/2011 until termination notice is provided

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Expected Staff In-Service/Trainings 2013

January

Intimate Partner Violence

Managing Suspicious Encounters

Medical Emergency Drill

February

Intimate Partner Violence

Security Pick

March

Intimate Partner Violence

Risk & Quality Management

Occurrence Reporting

April

OSHA/CLIA/HIPPA Privacy

HIPPA Security

Managing Suspicious Encounters

Severe Weather Drill

May

Fraud Risk Management

Essure review

June

Medical Record Documentation

Security Pick

July

Medical Emergency Drill

September

Minor Reporting

Managing Suspicious Encounters

October

Productivity Goals

Customer Service Goals

November

Clinicians/Managers Standards and Guidelines

Referral & Follow-up Staff Plan

Managing Suspicious Encounters

December

Staff Standard and Guidelines review

Staff Referral & Follow-up review

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Staff In-Service/Trainings 2012

January

Intimate Partner Violence

Managing Suspicious Encounters

Medical Emergency Drill

February

Intimate Partner Violence

Security Pick

March

Intimate Partner Violence

Risk & Quality Management

Occurrence Reporting

April

OSHA/CLIA/HIPPA Privacy

HIPPA Security

Managing Suspicious Encounters

Severe Weather Drill

May

Fraud Risk Management

Essure review

June

Medical Record Documentation

Security Pick

July

Medical Emergency Drill

August

Emergency Drills:

Anaphylaxis

Hypovolemic Shock or Hypotension

Syncope or Client Collapse

Vagal Response

September

Minor Reporting

Managing Suspicious Encounters

October

Productivity Goals

Customer Service Goals

November

Clinicians/Managers Standards and Guidelines

Referral & Follow-up Staff Plan

Managing Suspicious Encounters

Eldoncard® RH Factor Testing

December

Staff Standard and Guidelines review

Staff Referral & Follow-up review

Human Trafficking

Planned Bood Quersbood 0014AS

Spread Spread Noted

Bedford Hts. Ambulatory Surgical Center - 0014 A 5



List of Procedures:

First trimester surgical abortion

Second trimester surgical abortion

Medication induced abortion

Essure- tubal sterilization with hysteroscopy

LEEP- surgical treatment of cervical cancer and pre-cancer tissue

Colposcopy- diagnosis test

D&C- for treatment of miscarriage

Hysteroscopy

IUD Insertion

Nexplanon contraceptive implant insertion



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

November 28, 2012

PLANNED PARENTHOOD BEDFORD HEIGHTS REGIONAL MED CE 206 EAST MAIN STREET COLUMBUS, OH 43213

: PLANNED PARENTHOOD BEDFORD HEIGHTS REGIONAL MED CE

ID #: 1014AS

Dear Ms. Miriam Hernandez:

This letter is to inform you that your AMBULATORY SURGICAL FACILITY Renewal Application has been received. Your application is incomplete and the items below are needed to complete your application. To avoid any legal action, please provide the needed information to our office by 12/31/2012, by sending the needed information to the address below.

Items Needed

1. Copy of the accreditation award letter.

- 2. Copy of the State Fire Marshal's inspection report with the facility's address.
- 3. The addendum page for the list of the new medical director's facility affiliations.
- 4. Copy of the facility's transfer agreement.

Ohio Department of Health DQA/BIOS - Licensure Program 246 N. High Street Columbus OH 43215

If an inspection is needed for your facility, an inspection will not be conducted until after your application is complete.

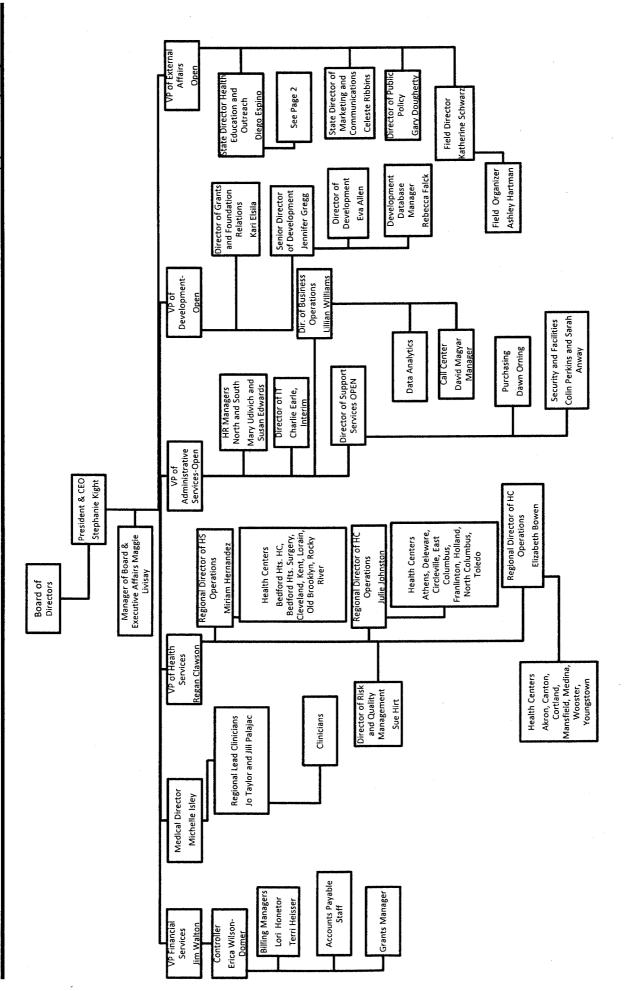
A final review of your licensure application packet will be conducted before a licensure determination is made. If any of your previously submitted documents have expired, our office will notify you. At that time your application will be put on hold until after our office receives the requested documents and the documents meet the requirements of the rules and regulations.

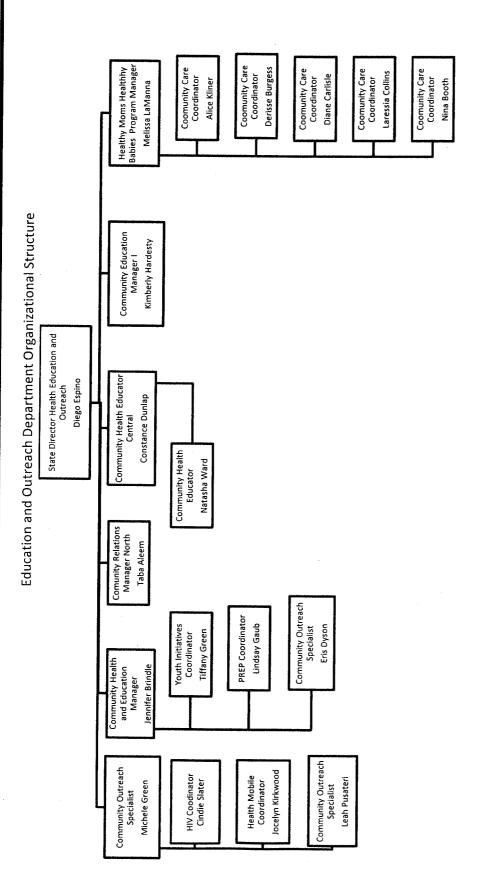
If you have any questions, please call Bridgette Smith, Licensure Specialist, at (614) 466-7713 or email us at licert@odh.ohio.gov. Our fax number is (614) 564-2426.

Sincerely,

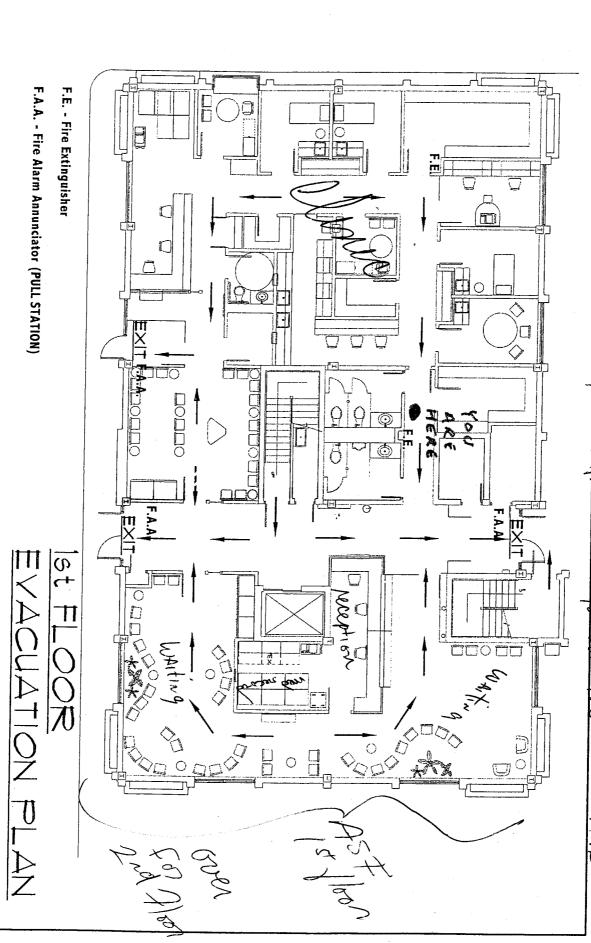
Bridgette C. Smith, Licensure Program Administrator Division of Quality Assurance

Bureau of Information and Operational Support





Marined Varenthood Bedford Hts 0014 AS



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F.A.A. - Fire Alarm Annunciator (PULL STATION)

F.E. - Fire Extinguisher

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