

West Contra Costa Healthcare District Doctors Medical Center Governing Body Board of Directors

Wednesday, October 24, 2012 4:30 PM Doctors Medical Center - Auditorium 2000 Vale Road San Pablo, CA



WEST CONTRA COSTA HEALTHCARE DISTRICT DOCTORS MEDICAL CENTER

GOVERNING BODY BOARD OF DIRECTORS

WCCHD DOCTORS MEDICAL CENTER GOVERNING BODY BOARD OF DIRECTORS OCTOBER 24, 2012 - 4:30 P.M. Doctors Medical Center - Auditorium 2000 Vale Road San Pablo, CA 94806 Board of Directors
Eric Zell, Chair
Supervisor John Gioia, Vice Chair
Irma Anderson
Wendel Brunner, M.D.
Deborah Campbell
Nancy Casazza
Sharon Drager, M.D.
Pat Godley
Richard Stern, M.D.
William Walker, M.D.
Beverly Wallace

AGENDA

1.	CALL TO ORDER	E. Zell
2.	ROLL CALL	
3.	APPROVAL OF SEPTEMBER 26, 2012 MINUTES	E. Zell
4.	PUBLIC COMMENTS [At this time persons in the audience may speak on any items not on the agenda and any other matter within the jurisdiction of the Governing Body]	E. Zell
5.	QUALITY AND PATIENT SAFETY REPORT a. Presentation b. Discussion c. Public Comment d. ACTION: 1. Acceptance of the Quality and Patient Safety Rep 2. Approval of Release of Information Policy.	K. Taylon

6. FINANCIALS - SEPTEMBER 2012

J. Boatman

- a. Presentation
- b. Discussion
- c. Public Comment
- d. ACTION: Approval of the September 2012 Financials

7. CAPITAL EXPENSE: PRISMA FLEX

A. Kaminsky/B. Ellerston

a. Presentation

- b. Discussion
- c. Public Comment
- d. ACTION: Approval of the Renal Filtration System Contract

8. LOCAL 39 OPERATING CONTRACT

B. Redlo/John Hardy

- a. Presentation
- b. Discussion
- c. Public Comment
- d. ACTION: Approval of Local 39 Contract

9. CEO REPORT

D. Gideon

- a. Presentation
- b. Discussion
- c. Public Comment
- d. ACTION: For Information Only

10. MEDICAL EXECUTIVE REPORT

L. Hodgson, M.D.

- a. Presentation
- b. Discussion
- c. Public Comment
- d. ACTION: 1. Approval of the Amended "Do Not Use" Abbreviation and Hospital Approved Abbreviation List Policy.
 - 2. Acceptance of the Medical Staff Report and Approval of Appointments, Reappointments.

ADJOURN TO CLOSED SESSION

- A. Reports of Medical Staff Audit and Quality Assurance Matters Pursuant to Health and Safety Code Section 32155.
- B. Conference with Labor Negotiators (pursuant to Government Code Section 554957.6)
 Agency negotiators: Bob Redlo, VP of Patient Relations, Labor Relations & Workforce Development, John Hardy, Vice President of Human Resources: California Nurses Association, NUHW, PEU Local One and Local 39.
- C. Discussion involving Trade Secrets Pursuant to Health and Safety Code Section 32106. Discussion will concern new programs, services, facilities.

ANNOUNCEMENT OF REPORTABLE ACTION(S) TAKEN IN CLOSED SESSION, IF ANY.



MINUTES

TAB 3



WCCHD DOCTORS MEDICAL CENTER GOVERNING BODY BOARD OF DIRECTORS SEPTEMBER 25, 2012 - 4:30 P.M. Doctors Medical Center - Auditorium 2000 Vale Road San Pablo, CA 94806

MINUTES

1. CALL TO ORDER

The meeting was called to order at 4:30 P.M.

2. ROLL CALL

Quorum was established and roll was called:

Present:

Eric Zell, Chair

Supervisor John Gioia, Vice Chair

Irma Anderson

Wendel Brunner, M.D.

Nancy Casazza

Sharon Drager, M.D.

Pat Godley

Richard Stern, M.D. Beverly Wallace

Excused:

Deborah Campbell William Walker, M.D.

3. APPROVAL OF AUGUST 22, 2012 MINUTES

The motion made by Director Anderson and seconded by Supervisor Gioia to approve the August 22, 2012 minutes passed unanimously.

4. PUBLIC COMMENTS

Mr. Robert McCauley, NUHW Organizer, provided a petition stating that "NUHW members will do whatever it takes to achieve a fair contract". He expressed his concerns on behalf of the employee members. Proposals have been brought to the table for negotiations, which began the process of catching up to the market. He stated that DMC has not met their demands to improve wage scales and fair annual pay increases.

5. QUALITY REPORT

Ms. Karen Taylor Director of Quality and Risk Management presented and sought acceptance of the Quality Report. Ms. Taylor provided an update on the Q2 2012 Stroke Measures, which has been positive and most items are within the goal range of 90-100% compliance with the exception of thrombolytic utilization, which remains below goal. There were a total of 7 patients who received thrombolytic intervention. Five of those patients received it within 3 hours; the other two received it within 4.5 hours.

Ms. Taylor highlighted the departmental updates on patient satisfaction scores:

- Sleep Center received a 100% return rate.
- Cancer Center-Breast Care received a 98% score on referrals
- Infusion Center received a 94% score on returns for care

Ms. Taylor provided an overview of the Q2 2010- 2012 ORYX Performance Measure report from The Joint Commission (TJC). The report is posted publicly on the Hospital Compare website and TJC website. DMC scored 96.8 % in overall compliance. This represents a great improvement since DMC scored approximately 40% in prior years.

The motion made by Director Casazza and seconded by Director Wallace to accept the Quality report passed unanimously.

Ms. Dawn Gideon, Interim CEO commented that in the past six months we put in place two committees of the Governing Body: a Patient Satisfaction Committee and a Hospital Performance Improvement (Quality) Committee. In these Committee meetings, the participants discuss quality and patient satisfaction in more granular detail than presented to the full Governing Body. At tonight's meeting, we will see the summary of the Board Patient Satisfaction Committee. In the future it is her goal to have a similar report from Hospital Performance Improvement Committee.

6. PATIENT SATISFACTION REPORT AND APPROVAL OF THE PRESS GANEY AMENDED CONTRACT.

Ms. Vanika Moeller, Patients Relations Coordinator provided an update on the most current and validated Patient Satisfaction (HCAHPS) Top Box Scores: Patients who reported that their doctors "Always" communicated well showed an increase of 3%, and other items showed an average 1% increase. Patients who gave DMC a rating of 9 or 10 on a scale from 0 to 10 decreased significantly at 4%. The Mean Score showed a negative -1%. Ms. Moeller stated that we have not had any sustainability, due to culture issues.

Mr. Bob Redlo, VP of Labor Relations, Patient Satisfaction and Workforce Development, provided an overview and summary of the August Patient Satisfaction Committee meeting. He discussed the correlation between employee morale and patient satisfaction. DMC will be expanding its workforce development program, employee rewards, recognition and training programs that involve new approaches to patient satisfaction.

The motion made by Supervisor Gioia and seconded by Dr. Drager to accept the Patient Satisfaction report passed unanimously, with one opposed by Director Wallace.

Mr. Redlo sought approval of the Press Ganey contract. It is his hope to have Press Ganey provide assistance in the development of a more aggressive and sustainable plan for an improved patient experience.

Members of the Board expressed their concerns regarding time frame and what our expectations are with hiring Press Ganey to help with the changes. Ms. Gideon emphasized the need to understand the underlying issues that drive poor patient satisfaction, and to develop a plan for sustained improvements. With the support of a group like Press Ganey, she is concerned that the organization does not have the full expertise or band-width to move this forward.

Discussions ensued.

The motion made by Supervisor Gioia and seconded by Director Anderson to approve the Press Ganey contract passed unanimously, with one opposed by Director Wallace and one abstained by director Zell.

7. PEU LOCAL ONE BARGAINING AGREEMENT

Mr. Redlo sought approval of the Public Employees Union (PEU) Local One Clinical Laboratory Scientists Wage Increase Agreement, effective the first payroll after the date of implementation, July 1, 2012 through July 1, 2016. The Clerical Unit is effective January 1, 2013 through July 1, 2016.

The motion made by Supervisor Gioia and Director Anderson to approve the PEU Local One Bargaining Agreement passed unanimously.

8. UTILIZATION MANAGEMENT (UM) PLAN

Marianne Gerardi, Director of Case Management sought approval of the revised Utilization Management Plan and updated work plan for 2012 to reflect current Governing Board and Medical Staff bylaws.

The motion made by Director Anderson and Director Godley to approve the Utilization Plan passed unanimously.

9. FINANCIALS – AUGUST 2012

Mr. James Boatman, Chief Financial Officer presented and sought approval of the August 2012 Financials. As a point of reference, the financials have been impacted by the Chevron fire. The financial key points were a net loss of \$1.2M in August. The operating revenue

West Contra Costa Healthcare District Doctors Medical Center, Governing Board September 25, 2012 Meeting Minutes Page 4 of 5

was over budget by \$1.9M and expenses \$1.5M over budget, despite the increased expenses related to the Chevron incident. The summary sheet of the financial statements net income was \$309 thousand better than budget.

Budget variances in net revenue include:

- Medi-Cal / Med-Cal HMO \$66k
- Medicare / Medicare HMO \$768k
- Government / Workers Comp (\$141k)
- Commercial / PPO / HMO \$100k

Salaries and Benefits combined were over budget \$785,000 in August. Worked FTE's per adjusted average daily census was favorable to budget by 10.6% with salaries and wages at 16.7% over budget. Patient days were 2.1% over budget and outpatient visits were 68.7% over budget. Salaries for August were over budget by \$840,000 including additional salary costs of \$230,000 related to the Chevron fire. Professional fees are \$137,000 over budget to four unbudgeted consultants.

The motion made by Supervisor Gioia and seconded by Dr. Drager to approve the August Financials passed unanimously.

10. INFORMATION SYSTEMS DISASTER RECOVERY PLAN (DRP)

Ms. Philip Moore, Director of Information Systems presented the risk assessment key points to meet our state-wide meaningful use requirements and sought approval of the revised I.S. Disaster Recovery Plan/Policy. Paragon HIS has resulted a change in procedure. Information systems are vital to DMC mission/business processes; therefore, it is critical that services provided by DMC are able to operate effectively without excessive interruption. This DRP established comprehensive procedures to recover DMC quickly and effectively following a service disruption.

The motion made by Dr. Brunner and seconded by Director Anderson to approve the revised I.T. Disaster Recovery Plan passed unanimously.

11. PHYSICIAN TRANSACTIONS AND ARRANGEMENTS

Ms. Gideon sought approval of the Intensivist Service Agreement. The arrangement provides critical care trained physicians to cover the patients in the I.C.U. Onsite coverage for this high acuity population is the community standard and necessary to support patient care.

Ms. Gideon also sought approval of the Medical Director Agreement for Serramonte Pulmonary Asthma Sleep Clinic, Inc.. This agreement provides for clinical leadership for the improvement of patient care outcomes.

The motion made by Supervisor Gioia and seconded Director Anderson to approve the Intensivist Service Agreement and the Medical Director Agreement passed unanimously.

12. CEO REPORT

Due to time constraints, the CEO report was deferred.

13. MEDICAL EXECUTIVE REPORT

L. Hodgson, M.D.

Dr. Laurel Hodgson, Chief of Staff thanked Director Wallace for arranging Dr. Carson and herself to participate in the Richmond Commission on Ageing, which was very well attended.

Dr. Hodgson began her report on non-action items:

- Joint Commission Survey Preparation: The Medical Staff is in the process of working on several areas of focus relevant to Joint Commission standards which have either recently been implemented, or deficiencies that have been identified and require resolution prior to survey
- 2) Medical Staff Departmental Reports: The Departments of Medicine and Surgery have reviewed and approved their annual list of clinical indicators which are utilized for peer review and performance improvement projects.
- 3) Committee Reports: The Medical Executive Committee reviewed information provided by Hospital Administration for the patient care contracts listed below:
 - * Robert Panush, Speech Therapy
 - * John Wacker, EEG Technician Services
 - * Alliance Healthcare, dba Alliance Imaging
 - * Baromedical Associates, Inc., Hyperbaric Medicine
 - * John Muir Medical Center, Patient Transfer
 - * LabCorp, Specimen Collection/Lab Services

Dr. Hodgson sought approval of the new Infection Control Plan Policy. The infection control program is to identify risks of infections and opportunities for infection control measures to prevent and reduce the risk of disease transmission for patients, visitors, and staff. Surveillance is focused, prioritized, and based on a risk assessment.

Dr. Hodgson sought acceptance of the physicians' appointments and reappointments.

The motion made by Supervisor Gioia and seconded by Directors Anderson to approve the Medical Staff report, Infection Control Policy and acceptance of the physicians' appointments and reappointments passed unanimously.

The meeting adjourned to closed session and there were no reportable actions to report.



QUALITY REPORT

TAB 5

Quality Management Report

Karen Taylor, Director Quality& Risk & Compliance

TJC Survey Results

*DMC was reaccredited as a result of the TJC survey conducted Oct 2-5 *"Direct Impact Standards" – a plan of correction is due in 45 days: There were 5 findings

"Indirect Impact Standards" – a plan of correction is due in 60 days: There were 8 findings

Compliance Update

- EthicsPoint selected for Hotline management
- Implementation Phase will be completed by 11/6/12
- Internal DMC website
- External Public Website
- Hotline available for phone calls
- Education Posters for Staff and Public
- Compliance Team
- Annual Report to the Governing Board

Highlights of Attached Hospita Compare Report

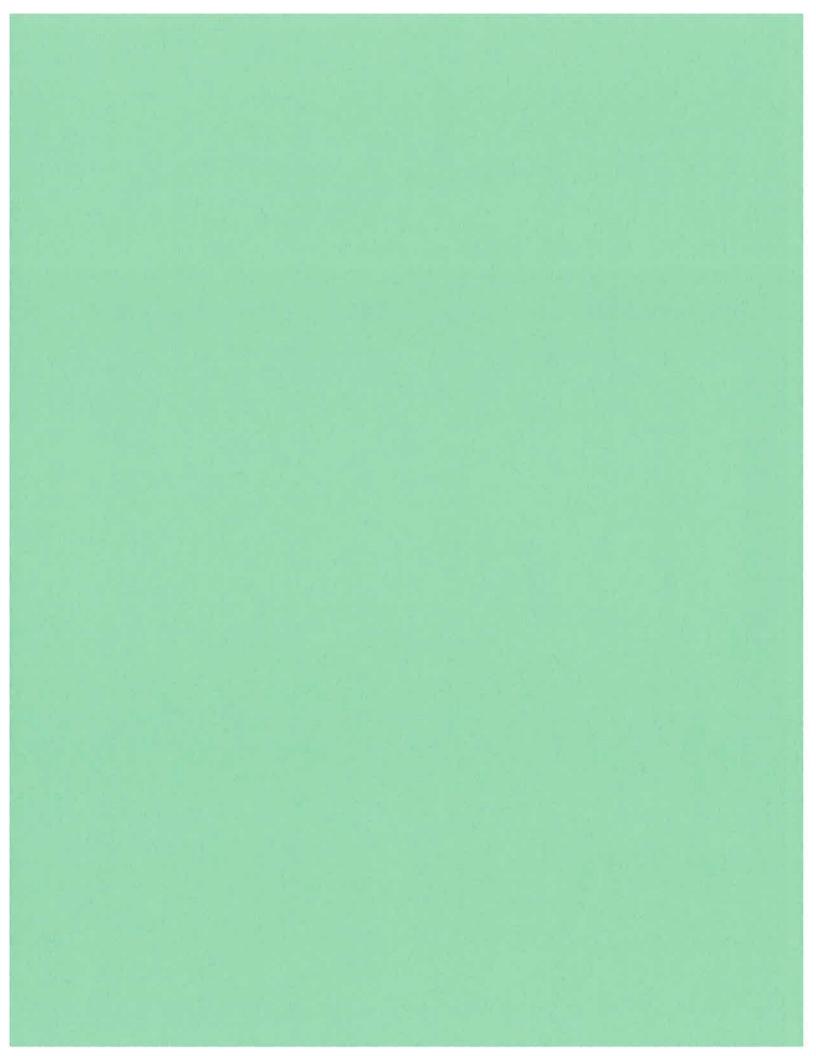
- Hospital Compare is a publically available web site for patients and others to access information regarding performance in clinical quality measures
- Core Measures, Patient Satisfaction (HCAHPS), Mortality and Readmission Data, and Patient Safety Indicators are compared to state and national
- For the reporting period currently available (through 1st Quarter 2012) on 18 Core Measure indicators:
- DMC is at or better than national and state performance in 8 indicators, and below in 10 indicators.
- For those below, we are above 90% (our threshold) and within 1-2% of state and national performance.
- Only significant outliers include "Discharge Instructions for Heart Failure Patients", and "Administration of Pneumococcal Immunization".

Highlights of Attached Hospital Compare Report (continued)

- DMC is below state and national performance on As reported in the past, on the HCAHPS scores all indicators
- For mortality measures, DMC is at or better than the national scores on all measures
- For readmissions and patient safety indicators, DMC performance is consistent with national performance on all indicators

Highlights of Core Measures report tor

- continues to be care for patients with congestive heart Diagnosis with greatest improvement opportunity
- Lack of documented discharge instructions remains an ongoing problem - the complexity of navigation of the EMR is a driving issue and a problem identified in TJC survey as well



Hospital Performance

Reporting Period for Clinical Process Measures: Second Quarter 2011 through First Quarter 2012 Discharges

50079-	050079-DOCTORS MEDICAL CENTER-SAN PABLO				
dress: 2 by, State, none Num	Address: 2000 VALE RD City, State, ZIP: SAN PABLO, CA 94806 Phone Number: (510) 970-5000 County Name: CONTRA COSTA	Type of Facility: Short-term Type of Ownership: Government - Hospital District or Authority Emergency Service Provided: Yes	Participation in a Systematic Database for: Cardiac Surgery: Does Not Have a Program Stroke Care: Yes Nursing Sensitive Care: No	: Database for: t Have a Progra	Ę
	Hospital Quality Measures	Your Hospital Performance Aggregate Rate for All Four Quarters	10% of All Hospitals Submitting Data Scored Equal to or Better Than	State Performance	National Performance
	Acute Myocardial	Acute Myocardial Infarction (AMI)			
AMI-2	Aspirin Prescribed at Discharge	99% of 153 patients(2)	100%	%66	%66
AMI-7a	Fibrinolytic Therapy Received Within 30 Minutes of Hospital Arrival	N/A(1)	100%	74%	%09
AMI-8a	Primary PCI Received Within 90 Minutes of Hospital Arrival	93% of 28 patients(2)	100%	%56	94%
AMI-10	Statin Prescribed at Discharge	96% of 139 patients(2)	100%	%86	%86
	Heart Fai	Heart Failure (HF)			
HF-1	Discharge Instructions	85% of 252 patients(2)	100%	94%	93%
HF-2	Evaluation of LVS Function	100% of 304 patients(2)	100%	%66	%66
HF-3	ACEI or ARB for LVSD	91% of 99 patients(2)	100%	%96	%96
NO.	Pneumo	Pneumonia (PN)		The street of	
PN-3b	Blood Cultures Performed in the Emergency Department Prior to Initial Antibiotic Received in Hospital	98% of 153 patients(2)	100%	%16	%26
PN-6	Initial Antibiotic Selection for CAP in Immunocompetent Patient	97% of 78 patients(2)	100%	%96	95%
	Surgical Care Improv	ical Care Improvement Project (SCIP)			
SCIP-Inf-1	Prophylactic Antibiotic Received Within 1 Hour Prior to Surgical Incision	97% of 124 patients(2)	100%	%86	%86
SCIP-Inf-2	Prophylactic Antibiotic Selection for Surgical Patients	98% of 124 patients(2)	100%	%86	%86
SCIP-Inf-3	Prophylactic Antibiotics Discontinued Within 24 Hours After Surgery End Time	99% of 120 patients(2)	100%	%16	%26

Hospital Performance

Reporting Period for Clinical Process Measures: Second Quarter 2011 through First Quarter 2012 Discharges

050079-DOCTORS MEDICAL CENTER-SAN PABLO

	Hospital Quality Measures	Your Hospital Performance Aggregate Rate for All Four Quarters	10% of All Hospitals Submitting Data Scored Equal to or Better Than	State Performance	National Performance
	Surgical Care Improvement Project (SCIP)	ement Project (SCIP)			
SCIP-Inf-4	Cardiac Surgery Patients with Controlled 6 A.M. Postoperative Blood Glucose	0 patients(2)	%66	%56	%96
SCIP-Inf-9	Urinary Catheter Removed on Postoperative Day 1 (POD 1) or Postoperative Day 2 (POD 2) with Day of Surgery being Day Zero	91% of 147 patients(2)	100%	%56	95%
SCIP-Inf-10	Surgery Patients with Perioperative Temperature Management	100% of 185 patients(2)	100%	100%	100%
SCIP-Card-2	SCIP-Card-2 Surgery Patients on Beta-Blocker Therapy Prior to Arrival Who Received a Beta-Blocker During the Perioperative Period	98% of 64 patients(2)	100%	%96	%96
SCIP-VTE-1	SCIP-VTE-1 Surgery Patients with Recommended Venous Thromboembolism Prophylaxis Ordered	94% of 172 patients(2)	100%	%26	%86
SCIP-VTE-2	SCIP-VTE-2 Surgery Patients Who Received Appropriate Venous Thromboembolism Prophylaxis Within 24 Hours Prior to Surgery to 24 Hours After Surgery	91% of 171 patients(2)	100%	%26	%26
	Emergency Department (ED)	partment (ED)			
ED-1b	Median Time from ED Arrival to ED Departure for Admitted ED Patients	0 patients	175 Minutes	334 Minutes	277 Minutes
ED-2b	Admit Decision Time to ED Departure Time for Admitted Patients	0 patients	43 Minutes	124 Minutes	98 Minutes
	Immuniza	Immunization (IMM)			
IMM-1a	Pneumococcal Immunization	81% of 243 patients	%86	87%	88%
IMM-2	Influenza immunization	80% of 291 patients	%86	82%	%98

Footnote Legend

0 patients: No patients met the criteria for inclusion in the measure calculation.

- 1. The number of cases is too small to reliably tell how well a hospital is performing.
- 2. Measure reflects the hospital's indication that its submission was based upon a sample of its relevant discharges.
 - 3. Rate reflects fewer than maximum possible quarters of data.
 - 4. Suppressed for one or more quarters by CMS.
- 5. No data are available for publication from the hospital for this measure.

Hospital CAHPS (HCAHPS) Survey

Reporting Period for HCAHPS Measures: Second Quarter 2011 through First Quarter 2012 Discharges

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Type of Ownership: Government - Hospital District or Authority Emergency Service Provided: Yes Type of Facility: Short-term City, State, ZIP: SAN PABLO, CA 94806 County Name: CONTRA COSTA Phone Number: (510) 970-5000 Address: 2000 VALE RD

Cardiac Surgery: Does Not Have a Program Participation in a Systematic Database for: Stroke Care: Yes

Nursing Sensitive Care: No

					% Always	78	81	99	70	63	% Aiways	73	09	% No	16
				U.S. Average	% Usually	17	15	24	23	18	% Usually	18	29		
					% Sometimes to Never	വ	4	10	7	19	% Sometimes to Never	6	-	%Yes	88
te					% Always	73	77	09	89	59	% Always	02	50	oN %	<u>&</u>
esponse Ra			dual Items	State Average	% Usually	20	17	27	24	18	% Usually	20	33		
PS Survey Completion and Response Rate			AHPS Composites and Individual Items	វ	% Sometimes to Never	7	9	13	8	23	% Sometimes to Never	10	17	%Yes	82
S Survey Cor			HPS Compos	ed Score	% Always	61	73	48	58	49	% Always	59	41	% No	27
HCAHP			HCA	Your Hospital's Adjusted Score	% Usually	26	18	25	26	19	% Usually	25	32		
	945	24		Your Hosp	% Sometimes to Never	13	6	27	16	32	% Sometimes to Never	16	27	%Yes	73
	Number of Completed Surveys	onse Rate			HCAHPS Composites	Communication with Nurses	Communication with Doctors	Responsiveness of Hospital Staff	Pain Management	Communication about Medicines	Hospital Environment Items	Cleanliness of Hospital Environment	Quietness of Hospital Environment	Discharge Information Composite	Discharge Information
	Number of C	Survey Response Rate			НСАН	Composite 1 (Q1 to Q3)	Composite 2 (Q5 to Q7)	Composite 3 (Q4 & Q11)	Composite 4 (Q13 & Q14)	Composite 5 (Q16 & Q17)	Hospital E	0.8	60	Discharge In	Composite 6 (Q19 & Q20)

Hospital Compare Preview Report: Improving Care Through Information – Inpatient

Report Run Date: 10/12/2012

Hospital CAHPS (HCAHPS) Survey

Reporting Period for HCAHPS Measures: Second Quarter 2011 through First Quarter 2012 Discharges

050079-DOCTORS MEDICAL CENTER-SAN PABLO

				HCAHE	HCAHPS Global Items	S				
		Your Hos	Your Hospital's Adjusted Score	ed Score		State Average			U.S. Average	
Q21	Overall Rating of Hospital	% 0 to 6 rating	% 7 and 8 rating	% 9 and 10 rating	% 0 to 6 rating	% 7 and 8 rating	% 9 and 10 rating	% 0 to 6 rating	% 7 and 8 rating	% 9 and 10 rating
Overall Rating of Hospital (0 = Worst Hospital 10 =	Overall Rating of Hospital (0 = Worst Hospital 10 = Best Hospital)	25	28	47	10	23	29	8	23	69
		Your Hos	Your Hospital's Adjusted Score	ed Score		State Average			U.S. Average	
022	Willingness to Recommend this Hospital	% No: Definitely or Probably Not Recommend	% Yes: Probably Recommend	% Yes: Definitely Recommend	% No: Definitely or Probably Not Recommend	% Yes: Probably Recommend	% Yes: Definitely Recommend	% No: Definitely or Probably Not Recommend	% Yes: Probably Recommend	% Yes: Definitely Recommend
Willingness to R	Willingness to Recommend this Hospital	16	35	49	7	24	69	5	25	70

Footnote Legend

- 6. Fewer than 100 Patients completed the HCAHPS survey. Use these rates with caution, as the number of surveys may be too low to reliably assess hospital performance.
- Survey results are based on less than 12 months of data.
- Survey results are not available for this reporting period.

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- 9. No or very few patients were eligible for the HCAHPS survey.
- 11. There were discrepancies in the data collection process.
- 12. Very few patients were eligible for the HCAHPS survey. The scores shown reflect fewer than 50 completed surveys. Use these scores with caution, as the number of surveys may be too low to reliably assess hospital performance.

Hospital Compare Preview Report: Improving Care Through Information – Inpatient

Report Run Date: 10/12/2012

Hospital Performance

Reporting Period for 30-Day Mortality and Readmission Outcome Measures: Third Quarter 2008 through Second Quarter 2011 Discharges

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050079-DOCTOR

Cardiac Surgery: Does Not Have a Program Participation in a Systematic Database for: Nursing Sensitive Care: No Stroke Care: Yes Type of Ownership: Government - Hospital District or Authority Emergency Service Provided: Yes Type of Facility: Short-term 30-Day Risk-Standardized Mortality Measures City, State, ZIP: SAN PABLO, CA 94806 County Name: CONTRA COSTA Phone Number: (510) 970-5000 Address: 2000 VALE RD MOR MOR

_ v	30		Ī		·				<u> </u>
Number of Cases Too Small*		1842	107		705	52		380	49
Worse than U.S. National Rate		23	0		119	6		219	17
No Different than U.S. National Rate		2668	224		3801	259		4056	258
Better than U.S. National Rate		72	9		196	26		189	27
Number of Hospitals		in the Nation that Performed	in the State that Performed		in the Nation that Performed	in the State that Performed		in the Nation that Performed	in the State that Performed
	MI)								
U.S. National Rate	rction (A	15.5%		(HF)	11.6%		PN)	12%	
Your Hospital's Risk- Standardized Mortality Rate (Lower Limit, Upper Limit of 95% Interval Estimate)	Acute Myocardial Infarction (AMI)	14.2% (11.3%, 17.7%)		Heart Failure (HF)	8.2% (6.2%, 10.6%)		Pneumonia (PN)	12.9% (10.1%, 16.2%)	
Your Hospital's Number of Eligible Medicare Admissions		139			288			206	
Your Hospital's Performance		No Different than U.S. National Rate			Better than U.S. National Rate			No Different than U.S. National Rate	
Hospital Quality Measures		Acute Myocardial Infarction (AMI) 30-Day Mortality	Rate		Heart Failure (HF) 30-Day Mortality Rate			Pneumonia (PN) 30-Day Mortality Rate	
		MORT-30-AMI			MORT-30-HF			MORT-30-PN	

Reporting Period for 30-Day Mortality and Readmission Outcome Measures: Third Quarter 2008 through Second Quarter 2011 Discharges

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	Number of Cases Too Small*		2110	126		613	46		376	52
	Worse than U.S. National Rate		14	8		162	4		125	ю
	No Different than U.S. National Rate		2338	201		3959	291		4325	297
	Better than U.S. National Rate		30	2		96	7	Wall Income	33	0
	Number of Hospitals		in the Nation that Performed	in the State that Performed		in the Nation that Performed	in the State that Performed		in the Nation that Performed	in the State that Performed
		3								
	U.S. National Rate	rction (AM	19.7%		HF)	24.7%		(Nc	18.5%	
	Your Hospital's Risk- Standardized Readmission Rate (Lower Limit, Upper Limit of 95% Interval Estimate)	Acute Myocardial Infarction (AMI)	18.1% (14.7%, 22.1%)		Heart Failure (HF)	24.1% (21.0%, 27.7%)		Pneumonia (PN)	19.3% (15.9%, 23.1%)	
leasures	Your Hospital's Number of Eligible Medicare Discharges		143			349			201	
Readmission N	Your Hospital's Performance	Tall Control	No Different than U.S. National Rate			No Different than U.S. National Rate			No Different than U.S. National Rate	
30-Day Risk-Standardized Readmission Measures	Hospital Quality Measures		Acute Myocardial Infarction (AMI) 30-Day	Readmission Rate		Heart Failure (HF) 30-Day Readmission Rate			Pneumonia (PN) 30-Day Readmission Rate	
30-Day Risk			READM-30-AMI			READM-30-HF			READM-30-PN	

Footnote Legend

*The Number of cases is too small (fewer than 25) to reliably tell how well the hospital is performing.

^{5.} No data are available for publication from the hospital for this measure.

Reporting Period for AHRQ Patient Safety and Inpatient Quality Indicators: Third Quarter 2009 through Second Quarter 2011 Discharges Hospital Performance

050079-DOCTORS MEDICAL CENTER-SAN PABLO

Address: 2000 VALE RD
City, State, ZIP: SAN PABLO, CA 94806
Phone Number: (510) 970-5000

County Name: CONTRA COSTA

Type of Facility: Short-term Type of Ownership: Government - Hospital District or Authority Emergency Service Provided: Yes

Participation in a Systematic Database for:
Cardiac Surgery: Does Not Have a Program
Stroke Care: Yes
Nursing Sensitive Care: No

AHRQ Meas	AHRQ Measures - Patient Safety Indicators	Safety Indicato	ırs							
	Hospital Quality Measures	Your Hospital's Performance	Your Hospital's Number of Eligible Medicare Discharges	Your Hospital's PSI Rate (Lower Limit, Upper Limit of 95% Confidence Interval)	U.S. National Rate per 1,000	Number of Hospitals	Better than U.S. National Rate / Value	No Different than U.S. National Rate / Value	Worse than U.S. National Rate / Value	Number of Cases Too Small*
				Individual Patient Safety Indicators (PSIs)	ndicators (PSIs	(6				
PS 4	Death among surgical inpatients with serious	Number of Cases Too Small*	Ó	Will Not be Described	0.4	in the Nation that Performed	83	1888	28	961
	complications		2	Dayon	24.	in the State that Performed	4	192	-	85
α <u>.</u> 	latrogenic pneumothorax, adult	No Different than U.S. National Rate	7740	0.000.000	L	in the Nati on that Performed	10	3358	77	41
5			Property of the control of the contr	0.30 (0.03, 0.71)	cs.o	in the State that Performed	7	908	2	2
DQ.11	Post-Operative Respiratory Failure	No Different than U.S.	2			in the Nat ion that Performed	201	2458	251	231
5			Ž	Y.	A	in the State that Performed	29	238	10	18

Hospital Performance

Reporting Period for AHRQ Patient Safety and Inpatient Quality Indicators: Third Quarter 2009 through Second Quarter 2011 Discharges

050079-DOCTORS MEDICAL CENTER-SAN PABLO

	worse Number S. than U.S. of Cases In National Too		229 110	12 6	40 370	3 34	238 42	24 2		215 N/A	23 N/A
	than No S. Different onal than U.S. te / National lue Rate / Value		220 2768	33 251	0 2753	0 259	156 3050	6 279		156 3115	15 273
	Better than U.S. U.S. National Number of Rate /		in the Nation 2:	in the State 3 that Performed	in the Nation that Performed	in the State that Performed	in the Nation that Performed	in the State that Performed		in the Nation that Performed	in the State that Performed
	U.S. National Rate per 1,000	ndicators (PSIs)	71	4.7	Ĺ	C.S.O.	C	2.05	Indicator (PSI)		
	Your Hospital's PSI Rate (Lower Limit, Upper Limit of 95% Confidence Interval)	Individual Patient Safety Indicators (PSIs)	9 97 (0 50 7 94)	5.07 (0:50, 7.24)	(Fo c oc c) co	0.09 (0.00, 2.07)	(00 4 60 4) 64 6	5.42 (1.91, 4.95)	Composite Patient Safety Indicator (PSI)	V/4	
	Your Hospital's Number of Eligible Medicare Discharges		ννα	ţ	ć	5	0307	7604		S. Z.	<u>C</u>
Safety Indicate	Your Hospital's Performance		No Different than U.S. National Rate		No Different than U.S. National Rate		No Different than U.S. National Rate			No Different than U.S. National Rate	
AHRQ Measures - Patient Safety Indicators	Hospital Quality Measures		Post-Operative Pulmonary Embolism (PE) or	Thrombosis (DVT)	Postoperative wound dehiscence		Accidental puncture or laceration			Complication / patient safety for selected	(composite)
AHRQ Mea			PSI-12		PS-124	5	2. 2. 3.	5		06-17	

Hospital Performance

Reporting Period for AHRQ Patient Safety and Inpatient Quality Indicators: Third Quarter 2009 through Second Quarter 2011 Discharges

050079-DOCTORS MEDICAL CENTER-SAN PABLO

	Number of Cases Too Small*	DESCRIPTION OF D	N/A	N/A	N/A	N/A		N/A	N/A
	Worse than U.S. National Rate / Value		N/A	N/A	N/A	A/A		N/A	N/A
	No Different than U.S. National Rate / Value		N/A	Ø/Z	N/A	N/A		N/A	N/A
	Better than U.S. National Rate /	The state of	N/A	¥ Ž	N/A	N/A		N/A	N/A
	Number of Hospitals	s)	in the Nation that Performed	in the State that Performed	in the Natio n that Performed	in the State that Performed	0	in the Natio n that Performed	in the State that Performed
	_	tors (IQI					ator (IQ		
	U.S. National Rate	y Indica		<u> </u>	1	¥ Ž	lity Indio	2	2
	Your Hospital's IQI Rate (Lower Limit, Upper Limit of 95% Confidence Interval)	dividual Inpatient Quality Indicators (IQIs)	Ø/W		VIA	NA	Composite Inpatient Quality Indicator (IQI)	Š	
ators	Your Hospital's Number of Eligible Medicare Discharges	Indi	Ą Ż		V.	Ç.	S	Š.	
t Quality Indic	Your Hospital's Performance		N/A		N/A			N/A	
AHRQ Measures - Inpatient Quality Indicators	Hospital Quality Measures		Abdominal aortic aneurysm (AAA) repair mortality		Hip fracture mortality rate			Mortality for selected medical conditions	(composite)
AHRQ Meas			0-11		6-1-0			<u></u>	

Hospital Compare Preview Report: Improving Care Through Information - Inpatient

Report Run Date: 10/12/2012

Page: 10 of 11

Hospital Performance

Reporting Period for Hospital Acquired Conditions Measures: Third Quarter 2009 through Second Quarter 2011 Discharges

		Your Hospital's Number of Eligible Discharges (Denominator) (per 1,000 discharges)	ition (HAC)	4921 0.028	4921 0.003	4921 0.001	4921 0.136	4921 0.527	4921 0.372	4921 0.358	4921 0.058	
ENTER-SAN PABLO		Your Hospital's Performance Rate (per 1,000 discharges)	Hospital Acquired Condition (HAC)	0.000	0.000	0.000	0.406	0.203	0.000	1.829	0.203	
050079-DOCTORS MEDICAL CENTER-SAN PABLO	Hospital Acquired Condition	Hospital Quality Measures		Foreign object retained after surgery	Air embolism	Blood incompatibility	Pressure ulcer stages III and IV	Falls and trauma	Vascular catheter-associated infection	Catheter-associated UTI	Manifestations of poor glycernic control	

Page: 11 of 11

Hospital Compare Preview Report: Improving Care Through Information - Inpatient

Report Run Date: 10/12/2012

Hospital Performance

Reporting Period for Healthcare Associated Infection Measures: Second Quarter 2011 through First Quarter 2012 Discharges

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נו נו	easur
ב ה	Measur
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AL CER	on Measur
CAL CER	ion Measur
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9-DOCIORS MEDICAL CEN	care Associated Infection Measur
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00/9-DOCIORS MEDICAL CEN	althcare Associated Infection Measur
300/3-DOCIORS MEDICAL CEN	ealthcare Associated Infection Measur
USUU/9-DUCIORS MEDICAL CEN	Healthcare Associated Infection Measur
USUU/ 9-DOCIORS MEDICAL CEN	Healthcare Associated Infection Measur
USUU/9-DOCIORS MEDICAL CEN	Healthcare Associated Infection Measur

	Confidence		0.007 - 1.535		N/A		N/A	N/A	
	U.S. National Standardized Infection Ratio		0.556		1.037		0.838	0.977	
	State Standardized Infection Ratio		0.503		1.012		0.804	0.862	
	Your Hospital's Performance	Central Line Associated Bloodstream Infection (CLABSI)	Better than the U.S. National Average	Associated Urinary Tract Infection (CAUTI)	Better than the U.S. National Average	ction (SSI)	N/A	N/A	
	Ratio of Reported to Predicted Infections (SIR)	sociated Bloods	0.276	clated Urinary 7	0000	Surgical Site Infection (SSI)	N/A(5)	N/A(5)	
	Your Hospital's Predicted Number of Infections	Central Line Ass	3.629	Catheter Asso	1.667	S	0.216	N/A	
ı Measures	Device Days / Procedures		1890		817		7	0	
Healthcare Associated Infection Measures	Your Hospital's Reported Number of Infections		-		0		0	N/A	
Healthcare Ass	Hospital Quality Measures		Central Line Associated Bloodstream Infection		Catheter Associated Uninary Tract Infections		SSI-Colon Surgery	SSI-Abdominal Hysterectomy	

Footnote Legend

3. Rate reflects fewer than maximum possible quarters of data.

5. No data are available for publication from the hospital for this measure.

No data are available for publication from the hospital for this measure because there were zero central line days.
 No data are available for publication from the hospital for this measure because this hospital does not have ICU locations for one or more quarters.





Congestive Heart Failure (CHF)

Ongoing monthly meeting with physician leadership to discuss identified issues for CHF.

• Quality meets with Hospitalist group & Physician Leadership to review Core Measure fallouts and identify actions to be taken to improve

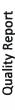
•Core Measure Review Nurse met with individuals involved (RNs, MDs) during rounds and discussed core measure topics where DMC could improve on, such as discharge instructions. •Transition to electronic documentation (Paragon) has caused an increase in fallouts, specifically on DC instructions: a signed copy is not in the final medical chart, wt monitoring not included, ff-up instructions not specific (AS FOLLOWS) and Med Instructions are not accurate due to inconsistencies in addressing these DC meds.

ACTION PLAN:

>Ongoing daily report sent to Nursing leadership. Meets twice a month for Core Measure Quality Improvement.

>Meaningful Use Specialist RN has ongoing review of Medication Reconciliation and Core Measures >eQRR entered for Discharge instructions and medications

				Conges	tive Hea	Congestive Heart Failure (CHF)					
	3Q 2011	4Q 2011	1Q 2012	20 2012	Goal		3Q 2011	4Q 2011	10 2012	20 2012	Goal
						Symptons worsening					
All Discharge			(42/50)	(42/76)	-%06	90%- instructions at					-%06
Instructions	93.8%	%9.06	70%	55.3%	100%	100% discharge	100.0%	98,4%	98.3%	30.8%	100%
						Weight monitoring					
Activity instructions at	e de la como				-%06	90%- instructions at				(53/76)	-%06
discharge	96.9%	93.7%	93,3%	90.8%	100%	100% discharge	100.0%	95.3%	35.0%	69.7%	100%
						Evaluation of Left					
Diet instructions at					-%06	90%- Ventricular Systolic					-%06
discharge	98,4%	98.4%	91.7%	92.1%	100%	100% (LVS) Function	100.0%	100.0%	98.6%	38.9%	100%
Follow-up instructions				(93.76)	-%06	90%- Medications: ACEI or		23/26	(15/18)	(31/37)	-%06
at discharge	98.4%	98.4%	95.0%	82.9%	100%	100% ARB for LVSD ¹	96.6%	88.4%	83.3%	83.8%	100%
						The state of the s			90		
Medications									longer		
instructions at			(20/60)	(92/59)	-%06	90%- Adult smoking			collectin	collectin no longer	-%06
discharge	96.9%	95,3%	83.3%	85.5%	100%	100% advice/counseling	100,0%	100.0%	O.	collecting	100%





Acute Myocardial Infarction (AMI)

•Composite Score or Appropriate Care Measure (ACM) for Q12011 is 85.9% (202/235), Q22011 is 87.9% (204/232), Q32001 is 92% (203/221), Q42011 is 87% (198/227). ACM score for 1st quarter is 83% (157/190). Expectations from the Joint Commission starting in Q12012 is that a facility will maintain an ACM of at least 85%.

•PCI w/i 90 min fallout discussed in STEMI committee meeting. Due to low n/d ratio, DMC score is below 90%

Results are reviewed at STEMI Committee meeting

ACTION PLAN:

>Ongoing daily report sent to Nursing leadership. Meets twice a month for Core Measure Quality Improvement.

>Meaningful Use Specialist RN has ongoing review of Medication Reconciliation and Core Measures

>eQRR entered for Discharge instructions and medications

n: arrival 100.0% 97.9% 93.0% 100.0% no: 100.0% 100					Acute M	yocardial In	Acute Myocardial Infarction (AMI)					
ni: arrival 100.0% 97.9% 93.0% 100.0% 90-100% of arrival 50% n/a ni: 100.0% 100.0% 97.4% 100.0% 90-100% of arrival 50% n/a for 100.0% 100.0% 97.5% 100.0% 90-100% min of arrival 88.9% 85.7% advice/ no longer no longer prescribed at 88.9% 94.1% no long ni: Beta		3Q 2011	4Q 2011	10 2012	20 2012	Goal		3Q 2011	4Q 2011	10 2012	20 2012	Goal
arrival 100.0% 97.9% 93.0% 100.0% 90-100% of arrival 50% n/a 100.0% 100.0% 97.4% 100.0% 90-100% Cardiac Ins: 100.0% 100.0% 100.0% 87.5% 100.0% 90-100% Intervention (8/9) (6/7) 20.100% 100.0% 100.0% 100.0% 100.0% 100.0% Inchess of the series of the	Medication:						Fibrinolysis Tx	4.00				
100.0% 100.0% 100.0% 97.4% 100.0% 90-100% Cardiac Intervention (7/8) 100.0% 100.	Aspirin at arrival	100:0%	97.9%	93.0%	100.0%	90-100%	of arrival	272	n/a	n/a	n/a	90-100%
100.0% 100.0% 97.4% 100.0% 90-100% Cardiac	Medication:											
for for 100.0% 100.0% 97.4% 100.0% 90-100% Cardiac Intervention (7/8) (6/7) (6/7) (6/7) (6/7) (6/7) advice/ no longer no longe	Aspirin at						Percutaneous					
for 100.0% 100.0% 87.5% 100.0% min of arrival 88.9% 85.7% advice/ no longer	discharge	100,0%	100.0%	97.4%	100.0%	90-100%	Cardiac					
for 100.0% 100.0% 87.5% 100.0% min of arrival 88.9% 85.7% advice/ no longer	Medications:						Intervention					
advice/ no longer no longer Prescribed at prescribed at no longer	ACEI/ARB for			(2/8)			(PCI) w/in 90	(6/8)	(2/9)		(6/7)	
advice/ no longer no longer Prescribed at Prescribed at collecting collecting 90-100% Discharge 96.3% 94.1% no Beta	LVSD ¹	100,0%	300.001	87.5%	100.0%	90-100%	min of arrival	88.9%	85.7%	100.0%	85.7%	90-100%
advice/ s 100.0% 100.0% collecting collecting 90-100% Discharge 96.3% 94.1% n: Beta				THE PERSON NAMED IN			Statin					
n: Beta 100.0% 100.0% collecting collecting 90-100% Discharge 96.3% 94.1% n: Beta 96.0% 100.0	Smoking advice/			no longer	no longer		Prescribed at					
n: Beta 96.0% 100.0% 100.0% 02.5%	counseling	100.0%	100:0%	collecting		90-100%	Discharge	96.3%	94,1%	94,6%	97.5%	90-100%
20 00 100 0% 03.5%	Medication: Beta											
96.0% 100.0% 100.0% 02.5%	blocker at											
DISTRICT OF THE PROPERTY OF TH	discharge	96.0%	100:0%	100.0%	93,5%	90-100%						



Pneumonia (PN)

Data reviewed with Nursing Leadership with an action plan identified.

Managers/Directors followed up with individual staff to set up expectations.

•Antibiotic MONOtherapy for patients admitted to the ICU is a fallout. The recommended PNA antibiotic selection is listed on the back of the core measure alert form.

-Currently, ALL PNA elements are in the green (above 90%).

>Daily report sent to Nursing leadership. Meets twice a month for Core Measure Quality Improvement. ACTION PLAN:

>Meaningful Use Specialist RN has ongoing review of Medication Reconciliation and Core Measures

					Pneur	Pneumonia (PN)					
	3Q 2011	4Q 2011	1Q 2012	20 2012	Goal		3Q 2011	4Q 2011	10 2012	20 2012	Goal
			Bank			Antibiotic selection					
vaccination	96.7%	93.3%	no longer collecting	no longer collecting	no longer to ICU/r	for ICU/non-ICU patients	700,001	100.096	100.0%	100.0%	90%-100%
Blood Culture within 24 hrs of arrival-ICU	92.3%	100.0%	100.0%	100.0%	90%-100%	Antiobiotic selection 90%-100% for ICU patients	100.0%	100.0%	400,0%	100:0%	90%-100%
Blood Culture in ED prior to initial Antibioric	100 095	785 CD	700 001	Ago out	7000	Antibiotic selection	200	100			
Adult smoking			S) Alaka	Year and	8/00T-8/00	or working batterns	400,0%	100.0%	100:0%	94,4%	%06-100%
counseling	100.0%	100.096	100.0%	100%	Influenza 90%-100% vaccination	Influenza vaccination	N/A	37/42	no longer collecting	collecting 90%-100%	90%-100%
Antibiotics within 6 hours of arrival	100,0%	100,0%	100.0%	100.0%	90%-100%						



Surgical Care Improvement Project (SCIP)

ACTION PLAN:

• All surgical patients orders now have an automatic stop order for antibiotics unless orders are not on CPOE. Working with OR and Pharmacy.

• Urinary Catheter Removal: challenges related to documentation. Units are using the Infection Control Sticker.

received within 24 hours prior to surgery to 24 hours after surgery. Receiving the prophylaxis outside this window without any documented reason •Concurrent Review Nurse is reviewing for these and reminding staff to remove foley on Day 1 if possible. Appropriate VTE prophylaxis should be will be an OFI. This remains a challenge even though met goal.

• PACU post Op Order Set is being reviewed and waiting for approval. No pts will be allowed to leave PACU without completion/addressing the order

•Continuing RN and MD education regarding appropriate BB administration is ongoing. Low number of cases has caused values to drop to 85%.

Daily report sent to Nursing leadership. Meets twice a month for Core Measure Quality Improvement.

			BIRK II	Surgical Car	re Improven	Surgical Care Improvement Project (SCIP)	CIP)				
	3Q 2011	4Q 2011	10 2012	2Q 2012	Goal		3Q 2011	4Q 2011	10 2012	20 2012	Goal
Antibiotics within 1 hour	100.0%	96.9%	92.0%	93.5%	90%-100%	Periop Temp Mgt	100.0%	100.0%	300.001	100.0%	90%-100%
Antibiotics Selection	97.1%	96.9%	100.0%	100.0%	90%-100%	Beta Blocker 90%-100% perioperative	100.0%	94.7%	100.0%	(11/13)	90%-100%
Antibiotics discontinued within 24 hours	100.0%	300.001	100.0%	(26/30)	90%-100%	VTE Prophylaxis Ordered	91.5%	369'26	100.0%	94,7%	90%-100%
Hair Removal	100.0%	100.0%	100,0%	100.0%	90%-100%	VTE Prophylaxis Timely	91.5%	%9:06	%6.9%	92.1%	90%-100%
Urinary Catheter Removed Post-Op Dav 1 & Day 2	92.3%	10/13	92.9%	94.3%	90%-100%						



FINANCIALS SEPTEMBER 2012

TAB 6



Board Presentation

September 2012

Financial Report

Financial Report Key Points

- > Net Loss was \$2.9M in September.
- > Operating revenue was under budget by \$1.7M.
- > Expenses \$502K over budget.

Statement of Activity - Summary For the Period Ending September 30, 2012

(Thousands)

M	Month to Date	a):			Year to Date	
Actual	Budget	Var		Actual	Budget	Var
8,973	10,728	(1,755)	Net Operating Revenues \$	91,244	98,514	(7,270)
12,598	12,096	(502)	Total Operating Expenses \$	111,849	111,798	(51)
(3,625)	(1,368)	(2,257) Inco	Income/(Loss) from Operations \$	(50,605)	(13,284)	(7,321)
722	875	(153)	Income from Other Sources \$	6,283	5,453	830
(2,903)	(493)	(2,410)	Net Income / (Loss) \$	(14,322)	(7,831)	(6,491)

2,120	2,575	(455)	Patient Days	20,691	22,784	(2,093)
492	513	(21)	Discharges	4,543	4,667	(124)
6,235	6,418	(183)	Outpatient Visits	61,115	59,312	1,803
644	627	(18)	Worked FTE's	627	638	10
1.63	1.59	(0.03)	Medicare CMI	1.55	1.59	0.05

Budget Variances - Net Revenue

- > Medi-Cal / Medi-Cal HMO (\$325K).
- ➤ Medicare / Medicare HMO (\$108K).
- ► Sovernment / Workers Comp (\$379K).
- ➤ Commercial / PPO /HMO (\$720K).

Budget Variances - Expenses

- > Salaries & Benefits (\$610K) Salaries are over primarily in nursing areas. Benefits are over in FICA, sick and holiday pay.
- > Purchased Services (\$72K) Strategic planning costs.
 - > Supplies \$400K Underutilization of implants and pharmaceuticals cost reductions.

Cash Position September 30, 2012

(Thousands)

	September 30, 2012 December 31, 2011	December 31, 2011
Unrestricted Cash	\$2,411	\$13,972
Restricted Cash	\$14,272	\$29,847
Total Cash	\$16,683	\$43,819
Days Unrestricted Cash	9	33
Days Restricted	36	72
Total Days of Cash	41	106

California Benchmark Average	34
Top 25%	82
Top 10%	183

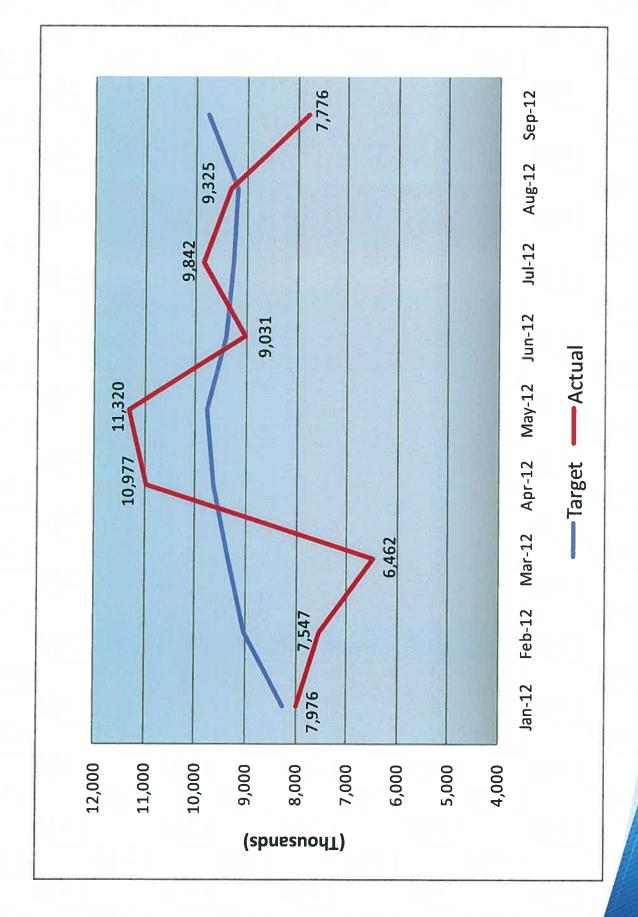
Accounts Receivable September 30, 2012

(Thousands)

	September 30, 2012	December 31, 2011
Net Patient Accounts Receivable	\$29,361	\$19,177
Net Days in Accounts Receivable	91.2	2.09

California Benchmark Average	65.7 days
Гор 25%	45.2 days
Гор 10%	35.5 days

Cash Collections YTD



Capital Budget 2012

Paragon Other

Total Capital Budget:

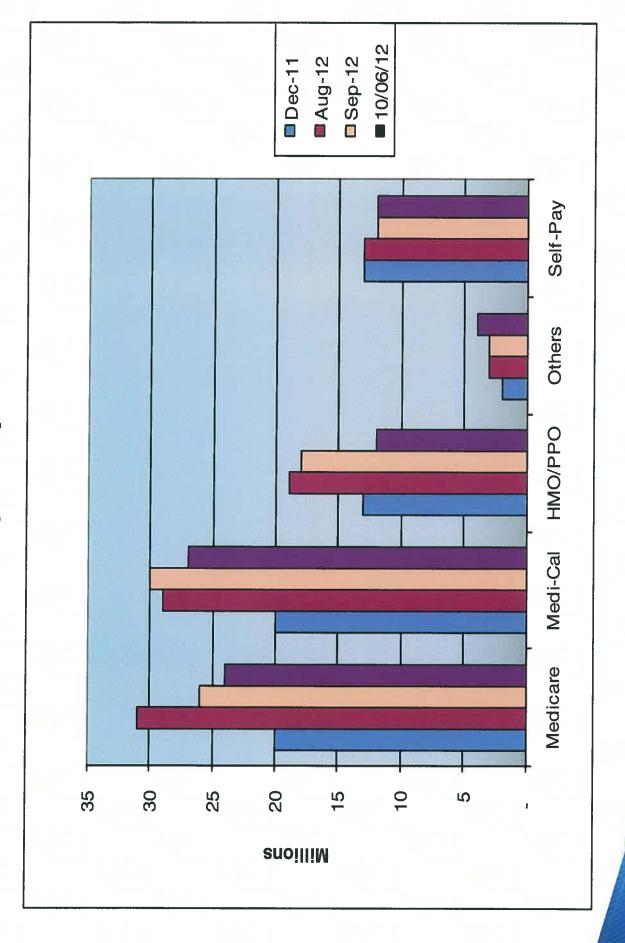
Committed To Date: Foundation Support Subtotal Remaining Remaining Capital

2,757,000 \$1,757,000 1,000,000

175,000 2,684,527 72,473

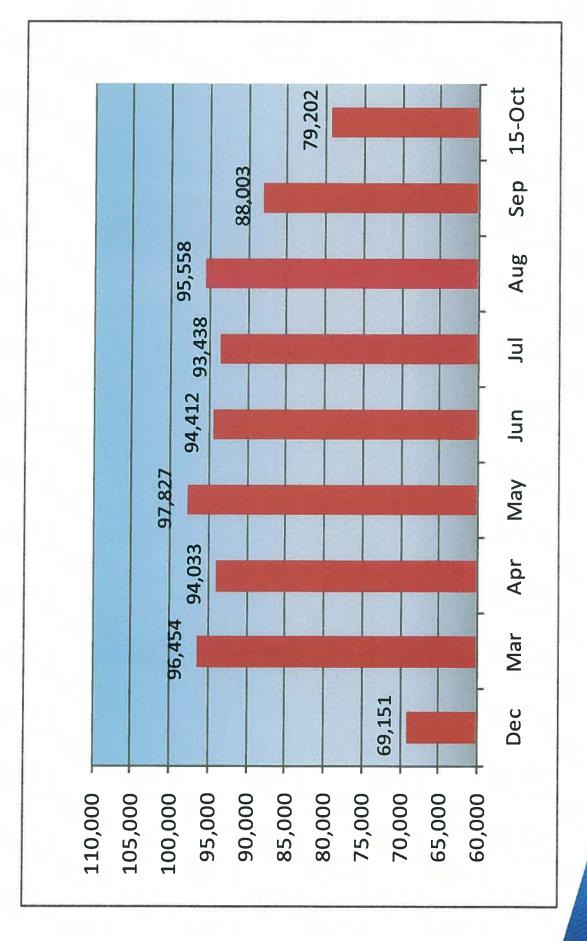
\$247,473

AR By Payor



Accounts Receivable

(Thousands)





September 2012 Executive Report

Doctors Medical Center had a Net Loss of \$2,903,000 in the month of September. As a result, net income was under budget by \$2,410,000. The following are the factors leading to the Net Income variance:

Net Patient Revenue Factors	Positive / (Negative)
Government/ Workers Compensation	(\$379,000)
Medi-Cal / Medi-Cal HMO	(\$325,000)
Medicare / Medicare HMO	(\$108,000)
Managed Care, Commercial, PPO	(\$720,000)
Expenses	
Salaries & Benefits	(\$610,000)
Supplies	\$404,000
Purchased Services	(\$72,000)

Net patient revenue was under budget by \$1,489,000. Inpatient gross charges were under budget by 20%. Patient days were 17.7% under budget with discharges at 4.1% under budget. Outpatient gross charges were under budget in September by 2.2%. Ancillary outpatient visits were 17.6% under budget and outpatient surgeries were 34.6% under budget, while emergency department visits were 18.2% over budget. Total Medi-Cal days were under budget by 15.8% with 72% of Medi-Cal days coming to us as managed Medi-Cal days. Days from both the Government programs and Workers Compensation also remain under budget as total budgeted days were 240 compared to the actual in September of 56. Managed Care, Commercial and PPO combined days were also 34.9% under budget as total budgeted days were 215 compared to 140 actual days in September. The Medicare case mix index for September was 1.63 versus a budget of 1.59.

Salaries and Benefits combined were over budget \$640,000 in September. Worked FTE's per adjusted average daily census was unfavorable to budget by 16.6% with salaries and wages at 6.7% over budget while patient days were 17.7% under budget and outpatient visits were 2.9% under budget. Salaries for September were over budget by \$341,000 primarily in the nursing areas. Benefit costs were over budget in September by \$269,000 due to an overage in FICA taxes, sick pay, and holiday pay. Year to date salaries and benefits combined are \$746,000 over budget.

Supplies were under budget in September by \$404,000 under budget as a result of the continued underutilization of implants of and pharmaceutical cost reductions.

Purchased Services were \$72,000 over budget in September as a result of strategic planning costs..

Budgeted collaboration revenue and expense reductions have not been achieved resulting in a \$444,000 negative effect on September and a year to date negative effect of \$2,664,000

WEST CONTRA COSTA HEALTHCARE DISTRICT DOCTORS MEDICAL CENTER INCOME STATEMENT September 30, 2012 (Amounts in Thousands)

																											Page 2
PRIOR YEAR	ACTUAL		89,975	9	342	116,06		47,104	26,100	8.149	14,999	7,882	2.238	3.118		3,029	112,619	(21,702)		5,185	6,415	37	(1,172)	10,465	(11,237)	-23.9%	- 12.4% Pr
	VAR %		-7.0%	%E 0Z	7 40/	2		-3.0%	2.7%	-9.4%	14.9%	5.3%	5.5%	-9.1%		5.4%	0.0%	55.1%		0.0%	-5.9%	452.9%	44.8%	15.2%	83%		
CURRENT YTD	VAR		(6,730)	(332)	(07.0.7.)	(6)-1		(1,432)	989	(738)	2,292	464	133	(303)	(1,332)	178	(51)	(7,321)		1,200	450	173	(666)	830	(6,491)	100.7%	0/./-
CURRE	BUDGET		96,093	1,332	98 514			47,081	25,024	7,874	15,401	8,700	2,408	3,322	(1,332)	3,321	111,798	(13,284)		•	7,630	88	(2,215)	5,453	(7,831)	-13.5%	0/8:1-
	ACTUAL		89,363	1 881	91 244			48,513	24,338	8,610	13,109	8,236	2,275	3,625	ı	3,143	111,849	(20,605)	ES)	1,200	8,080	211	(3,208)	6,283	(14,322)	-22.6%	0.7.6
		OPERATING REVENUE	Net Failett Service Revenue Collaboration Savings	000000	Total Operating Revenue		OPERATING EXPENSES	Vages	ənefits	Fees		rvices	ses	Amortization	avings	g Expenses	Total Operating Expenses	Operating Profit / Loss	NON-OPERATING REVENUES (EXPENSES)	ating Revenue	enne	ne	bense	Total Net Non-Operating	Income Profit (Loss)	108:	
		OPERA	Collaboration	Other Revenue	Total O		OPERATIN	Salaries & Wages	Employee Benefits	Professional Fees	Supplies	Purchased Services	Rentals & Leases	Depreciation & Amortization	Collaboration Savings	Other Operating Expenses	Total Oper	Operati	NON-OPERAT	Other Non-Operating Revenue	District Tax Revenue	Investment Income	Less: Interest Expense	Total Net N	Income	Profitability Ratios: Operating Margin % Profit Marcin %	3
PRIOR YEAR	ACTUAL	OPERA:	_	90 Other Reven			-			954 Professional	1,393 Supplies	899 Purchased Se	218 Rentals & Leas	350 Depreciation 8	Collaboration S	342 Other Operating	11,205 Total Oper	(2,822) Operati	NON-OPERAT				Ë	2,011 Total Net N	(811) Income	Profitability Rat -33.7% Operating Margin -9.7% Profit Marcin %.	
ı	VAR % ACTUAL		0670	06	8.383			4,419	2,630	954	1,393	889		_	Collaboration S	342				•	1,300	208	3 Les				
		000	-100.0%	-36.5%	8.383			-6.7% 4,419	2,630	954	24.5% 1,393	-7.4% 899	218	320	(222) Collaboration S	342	11,205	(2,822)		0.0%	0.7% 1,300	41.5% 708	0.0% 3 Les	2,011	(811)		3
NT PERIOD	VAR %	000 0	(222) -100.0%	(43) -36.5% 90	-16.4% 8.383			(341) -6.7% 4,419	(269) -9.8% 2,630	2 0.2% 954	404 24.5% 1,393	(72) -7.4% 899	30 11.3% 218	-14.1% 350	(222)	18 4.5% 342	4.2% 11,205	164.9% (2,822)		- 0.0%	0.7% 1,300	2 41.5% 708	(147) 0.0% 3 Les	-17.5% 2,011	488.5% (811)	-33.7%	
CURRENT PERIOD	VAR VAR%	00 0 /00 FF (08/ F)	222 (222) -100.0%	(43) -36.5% 90	(1,755) -16.4% 8.383			5,052 (341) -6.7% 4,419	2,749 (269) -9.8% 2,630	868 2 0.2% 954	1,651 404 24.5% 1,393	965 (72) -7.4% 899	267 30 11.3% 218	(52) -14.1% 350	(222) (222)	396 18 4.5% 342	(502) 4.2% 11,205	(2,257) 164.9% (2,822)		- 0.0%	1,131 (8) 0.7% 1,300	4 2 41.5% 708	(260) (147) 0.0% 3 Les	(153) -17.5% 2,011	(2,410) 488.5% (811)	128.6% -33.7% -27.8% -4.7%	

WEST CONTRA COSTA HEALTHCARE DISTRICT DOCTORS MEDICAL CENTER INCOME STATEMENT September 30, 2012 (Amounts in Thousands)

																				Page 3
2,268 65.0% 3,490 352,248 178,728 530,976	40%	14%	%6 -	11%	% ?	%6	10%		4,613	4,628	21,408	78.4	4.63	273	9/6'9	32,270	118	817	902	1,719 Pag
4.9% -3.9% -16.6% -0.9%									-2.0%	-2.7%	-9.2%	-9.2%	%2.9		3.3%	-3.7%	-3.7%	-17.0%	-2.7%	-9.7%
(105) (128) (62,227) (1,652) (63,880)	3%	-10%	1%	%9	% &	-1%	1%		(63)	(124)	(2,093)	(7.6)	0.33		224	(1,238)	(2)	(140)	(23)	(163)
2,140 64.5% 3,318 375,752 179,883 555,636	40%	15%	%6	%6	1%	3%	10%		4,674	4,667	22,784	83.2	4.88	274	6,901	33,691	123	824	859	1,683
2,245 65.1% 3,446 313,525 178,231 491,756	43%	5% 13%	10%	15%	% -	3%	11%		4,581	4,543	20,691	75.5	4.55	274	7,126	32,453	118	684	836	1,520
SWB / APD SWB / Total Operating Expenses Total Operating Expenses / APD I/P Gross Charges O/P Gross Charges Total Gross Charges	Payor Mix (IP and OP) Medicare %	Medi-Cal % Managed Care HMO / PPO %	Medicare HMO %	Medi-Cal HMO %	Vorker's Comp %	Other Government %	Self Pay /Charity %	STATISTICS	Admissions	Discharges	Patient Days	Average Daily Census (ADC)	Average Length of Stay (LOS)- Accrual Based	Days in Month	Adjusted Discharges (AD)	Adjusted Patient Days (APD)	Adjusted ADC (AADC)	Inpatient Surgeries	Outpatient Surgeries	Total Surgeries
2,511 62.9% 3,992 28,290 20,188 48,478	38%	10% 15%	11%	11%	% %	4%	%6		479	473	1,638	54.6	3.46	8	811	2,807	8	29	113	180
-22.2% -18.1% -20.0% -2.2% -14.2%									-3.1%	4.1%	-17.7%	-17.7%	14.2%		2.7%	-11.8%	-11.8%	17.9%	-34.6%	-12.4%
(457) (577) (8,119) (419) (8,537)	5%	%6-	%0	% o	%	%0	1%		(16)	(21)	(455)	(15.2)	0.71		21	(448)	(15)	14	(37)	(23)
2,057 64.5% 3,189 40,695 19,249 59,943	41%	14% 12%	10%	% 8	1 %	3%	%6		518	513	2,575	85.8	5.02	9	756	3,793	126	78	107	185
2,514 66.8% 3,766 32,576 18,830 51,406	43%	5% 12%	10%	16% 0%	1%	3%	10%		205	492	2,120	70.7	4.31	9	776	3,345	112	95	2	162
23 24 25 26 27 18																			-1	

WEST CONTRA COSTA HEALTHCARE DISTRICT DOCTORS MEDICAL CENTER INCOME STATEMENT September 30, 2012 (Amounts in Thousands)

26,609 33,325 902 60,836	4,059 15.3% 88.0%	659 772	5.58 6.53	2,788 16,454 2,938	1,460 5.1 1.6	3.28	4.58 1.50	3.06 Page 4
26.0% -14.2% -2.7% 3.0%	3.1%	1.6%	-1.0%	-3.5% -8.1% -3.8%	-7.0% 15.6% 2.9%	13.0%	5.3%	5.9%
6,557 (4,731) (23) 1,803	127	10	(0.05)	(99) (1,339) (117)	(97) 0.90 0.05	0.48	0.26 (0.01)	0.19
25,246 33,207 859 59,312	4,073 16.1% 87.1%	638	5.24	2,852 16,492 3,033	1,397 5.8 1.59	3.64	4.8	3.26
31,803 28,476 838 61,115	4,200 13.2% 91.7%	627 730	5.30	2,754 15,153 2,916	1,495 4.9 1.55	3.17	4.6 1.488	3.07
ED Outpatient Visits Ancillary Outpatient Visits Outpatient Surgeries Total Outpatient Visits	Emergency Room Admits % of Total E/R Visits % of Acute Admissions	Worked FTE Paid FTE	Worked FTE / AADC Paid FTE / AADC	Net Patient Revenue / APD I/P Charges / Patient Days O/P Charges / Visit	Salary Expense / APD Medicare LOS - Discharged Based Medicare CM!	Medicare CMI Adjusted LOS	Total LOS - Discharged Based Total CMI	Total CMI Adjusted LOS
2,933 3,698 113 6,744	453 15.4% 94.6%	546	5.84	2,955 17,271 2,993	1,574 3.8 1.43	2.67	3.47	2.41
18.2% -17.6% -34.6% -2.9%	4.3%	-2.8% -5.0%	-16.6% -19.0%	-2.9% -2.8% 0.7%	-21.0% 16.1% -2.2%	17.9%	21.0%	20.8%
(637) (37) (183)	19	(18)	(0.82)	(79) (438) 21	(280) 0.96 (0.03)	0.67	1.14	0.73
2,693 3,618 107 6,418	441 16.4% 85.1%	627 718	4.96 5.68	2,739 15,804 2,999	1,332 6.0	3.74	5.5 1.555	3.51
3,184 2,981 70 6,235	460 14.4% 91.6%	644	5.78	2,660 15,366 3,020	1,612 5.0 1.63	3.07	4.3 1.552	2.78
50 51 53 53	55 56 56	57 58	59 60	61 62 63	64 65 65	99	67	69

WEST CONTRA COSTA HEALTHCARE DISTRICT DOCTORS MEDICAL CENTER BALANCE SHEET September 30, 2012

(Amounts in Thousands)

	Current Month	Dec. 31, 2011		Current Month	Dec. 31, 2011
ASSETS			LIABILITIES		
70 Cash	2,411	13,972	96 Current Maturities of Debt Borrowings	1,665	1,634
71 Net Patient Accounts Receivable	29,361	19,177	97 Accounts Payable and Accrued Expenses	15,388	16,021
72 Other Receivables	1,962	1,160	98 Accrued Payroll and Related Liabilities	16,140	13,639
73 Inventory	2,073	2,109	99 Deferred District Tax Revenue	2,880	2,880
73 Current Assets With Limited Use	14,272	29,847	100 Estimated Third Party Payor Settlements	1.271	1 340
74 Prepaid Expenses and Deposits	1,271	666		į	
75 TOTAL CURRENT ASSETS	51,350	67,264	101 Total Current Liabilities	37,344	35,514
76 Assets With Limited Use	642	642	Other Liabilities		
			102 Other Deferred Liabilities	3.482	6.105
Property Plant & Equipment			103 Chapter 9 Bankruptcy	0	0
77 Land	12,120	12,120	•	•	•
78 Bldg/Leasehold Improvements	29,432	33,733	Long Term Debt		
79 Capital Leases	10,926	10,926	104 Notes Payable - Secured	61,249	62,067
80 Equipment	43,104	34,074	105 Capital Leases	1,861	2.481
81 CIP	1,224	3,129	106 Less Current Portion LTD	-1,665	-1.634
82 Total Property, Plant & Equipment	96,806	93,982	107 Total Long Term Debt	61,445	62 914
83 Accumulated Depreciation	-52,647	-49,200			
84 Net Property, Piant & Equipment	44,159	44,782	108 Totai Liabilities	102,271	104,533
			EQUITY		
85 intangible Assets	1,470	1,517	109 Retained Earnings	9,672	28,400
			110 Year to Date Profit / (Loss)	-14,322	-18,728
			111 Total Equity	4,650	9,672
86 Total Assets	97,621	114,205	112 Total Liabilities & Equity	97,621	114,205
87 Current Ratio (CA/CL)	1.38	1.89			
88 Net Working Capital (CA-CL)	14,006	31,750			
	0.63	0.55			
	1.08	0.87			
91 Financial Leverage (TA/TE)	-21.0	11.8			
92 Quick Ratio	0.85	0.93			
93 Unrestricted Cash Days	9	33			
94 Restricted Cash Days	36	72			
95 Net A/R Days	91.2	60.7			Page 5



CAPITAL EXPENSE: PRISMA FLEX

TAB 7

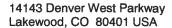
WEST CONTRA COSTA HEALTHCARE DISTRICT DOCTORS MEDICAL CENTER GOVERNING BODY BOARD OF DIRECTORS CONTRACT RECOMMENDATION FORM

TO:

Requestor

GOVERNING BODY

	BOARD OF F DIRECTOR	S
FROM:	Andra' Kaminsky	
DATE:	October 24, 2012	
SUBJECT:	Prismflex for Continuou	s Renal Replacement Therapy (CRRT)
SPECIFIC	REQUEST(S) OR RECOMMENI	DATION(S) AND BACKGROUND WITH JUSTIFICATION
Operations Office	ECOMMENDATION(S): Reconcer to execute on behalf of DMC, a terapy. The cost is \$47,950.00 for	amend to the District Board to approve and authorize the Chief approval of the two Prismaflex units for Continuous Renal two units.
FISCAL IMPA	<u>.CT</u> : \$47,950.00	
STRATEGIC I 12/21/2012 will	MPACT: The two existing units vafford a discount of \$13,000.00.	will no longer be supported by 3/31/2013. Purchasing by
REQUEST / RI	ECOMMENDATION REASON,	BACKGROUND AND JUSTIFICATION:
Presentation Att	achments: YesNo	
Requesting Sign	ature: <u>UKaminsk</u>	Date: <u>io / 18 / 20/</u> 2
SIGNATURE(S		
Action of Board	on// Approved as R	ecommended Other
Vote of Board M	fembers:	
Ayes:	s (Absent)Noes:Abstain:	I HEREBY ATTEST THAT THIS IS A TRUE AND CORRECT COPY OF AN ACTION TAKEN AND ENTERED ON THE MINUTES OF THE BOARD ON THE DATE SHOWN.
Contact Person:		Attested by: Eric Zell, Chair, Governing Body Board of Directors
Cc: Accounts Payabl Contractor CFO/Controller	de	





Customer Number: 100302 Contract Number: POIC06072012

Duzind Grove PRICING QUOTATION

Doctors Medical Center San Pablo 2000 Vale Road San Pablo, CA 94806

Attn: Jennifer Viramontes Director of Materials Management

Requested by: Bob Beall, IC Territory Manager

Date: June 7, 2012

The following Pricing Quotation is for the supply of Gambro Renal Products, Inc. ("Gambro") Products, Equipment and/or Services for your consideration.

Product No.	Description	Minimum Quantity per Order	Each Price
113081	PRISMAFLEX SYSTEM	2	\$26,500.00
113280	PRISMAFLO II Warmer LG Sleeve	2	\$3,675.00
G5002301	PRISMAFLEX Warmer Holder	2	\$300.00

All products are subject to availability based upon Gambro's current product portfolio.

This Pricing Quotation is subject to the "Terms and Conditions" as stated in Schedule A, attached to and incorporated herein. Installation is provided. Lead time for the delivery of PRISMAFLEX equipment is approximately 4+ weeks after receipt of order.

Purchase Order Requirements: See Terms and Conditions for complete details.

Warranty: Gambro's standard manufacturer's Warranty for Equipment is attached to and incorporated herein ("Warranty"), Schedule B and Schedule C.

These prices are effective June 7, 2012 through December 31, 2012. This Pricing Quotation supersedes all previous Pricing Quotations/proposals for same products. Pricing is not retroactive. Gambro reserves the right to increase pricing for Products on this Pricing Quotation with a thirty (30) day written notification to Customer.

This Pricing Quotation involves a discount, made in accordance with Section 1128B(b)(3) of the Social Security Act and its implementing regulations (42 C.F.R. §1001.952(h)), which must be fully and accurately disclosed and reported in applicable cost reports(s) and upon request by the Secretary of HHS or a State agency.

Additional Gambro product offerings are available at www.usa-gambro.com.

Available Gambro services:

- ❖ IC Clinical Assistance Services: 24/7/365 clinical assistance available by phone on acute products.
- Technical Assistance Services technical troubleshooting available by phone plus technical bulletin updates at http://tech.usa-gambro.com.

Gambro Education Service offerings: Contact your Sales Representative for additional information.

- Comprehensive CRRT Course
- CRRT Super User Training
- CRRT Alarm Management and Troubleshooting Course
- Therapeutic Plasma Exchange

Thank you for the opportunity to quote on your requirements. If you have any questions or need further assistance, please contact Bob Beall at 925-997-6471 or me at (800) 525-2623 extension 101-6681.

Contracts Department Fax Number: 303-222-6812

Regards,

Gambro Renal Products, Inc.

Shelly J. Laner

Shelly J. Raven

Contract Administrator

cc: Bob Beall, Territory Manager

(Attached to and incorporated in the Pricing Quotation by and between Doctors Medical Center San Pablo and Gambro dated June 7, 2012.)

1. Freight and Delivery

All Disposable Products are shipped freight prepaid via surface common carrier at Gambro's expense, except for applicable minimum order charges. Equipment, accessories, software, spare parts and manuals are shipped freight prepaid and added to the invoice. Any extra charges for minimum orders, expediting, tailgate service, inside delivery, fuel surcharges, redelivery, etc., are prepaid and added to the invoice.

Customer will be charged freight for the shipment of Solutions, including but not limited to, PrismaSate and PrismaSol in the event the following order quantities are not met:

Standard Delivery:

10+ Cases (any combination)

Expedited Delivery:

6+ Cases (any combination)

Customer must inspect the shipment and notify Gambro in writing of any irregularity within thirty (30) days of receipt of the shipment. In the absence of timely written notice, acceptance will be conclusively presumed.

2. <u>Shipping</u>

Gambro's shipping terms are FOB Shipping Point (Gambro warehouse). However, in the event that product is damaged or lost in transit from Gambro, Customer may choose to:

- 1. Request that Gambro refund or replace product based upon Customer's option. In that instance, Customer would assign to Gambro Customer's rights to file a claim with the carrier or
- 2. File a damage or loss claim with the carrier

FOB Shipping Point is only to convey title transfer to Customer as soon as the product leaves the Gambro dock.

3. Payment

Payment Terms are 100%, Net 30 calendar days. In the event that any amounts are not paid when due, or on undisputed invoices, past due accounts will be subject to a service charge of 1½% per month or the highest rate permitted by applicable law (whichever is lower). The non-prevailing party agrees to pay all reasonable attorney's fees and expenses that the prevailing party may incur in successfully enforcing or defending its rights hereunder. All payments by Customer shall be made to the "remit to" address set forth on the Gambro invoice.

4. <u>Taxes</u>

Quoted prices do not include sales, use, excise or similar taxes. Customer agrees to pay promptly any and all taxes, assessments or other charges applicable to Customer which are levied or assessed on or with respect to acquisition, possession, or use of the Equipment or Products, or shall reimburse Gambro if Gambro has paid such taxes.

5. <u>Limitations on Sales and Use</u>

Sale of the Products described in this Pricing Quotation is subject to (a) Gambro's standard terms and conditions of sale, as stated herein, (b) Gambro's acceptance of an order conforming to such terms and conditions, and (c) Gambro verification of Customer's credit. Customer agrees that all Products purchased from Gambro are for use in United States and/or authorized United States territories only. All Products are to be used by Customer's facility and are not to be resold. Gambro reserves the right to discontinue the sale of any Product after providing Customer thirty (30) days prior written notice.

(Attached to and incorporated in the Pricing Quotation by and between Doctors Medical Center San Pablo and Gambro dated June 7, 2012.)

6. Returns

Gambro Equipment is non-returnable, except in the event Equipment is shipped due to a Gambro error (arrangements for which should be discussed and agreed with Gambro's logistics department).

Returned goods will be accepted only with prior written authorization from Gambro and in accordance with such authorization. Items must be returned freight prepaid and accompanied by Gambro's Returned Goods Authorization (RGA) form. Except in the case of Product shipped in error (arrangements for which should be discussed and agreed with Gambro's logistics department), items to be returned must be in ORIGINAL UNOPENED cartons, have original labels, and be in salable condition and are subject to a twenty-five percent (25%) re-stocking charge. Goods held over six (6) months from the date of invoicing, abused or custom items, chemical concentrates, CRRT Solutions and items identified as non-returnable or that have deteriorated due to cause beyond Gambro's control, may not be returned.

7. Warranty

Gambro expressly warrants equipment, supplies and services pursuant to printed Limited Warranty terms that are attached hereto as Schedule B and Schedule C ("Equipment Warranty") or can be obtained from Gambro. These express Warranties contain Gambro's sole responsibility and Customer's sole remedies and are expressly in lieu of all other warranties, including without limitation, the implied warranties of merchantability or fitness for a particular purpose. No person has the authority to make any representation or warranty other than those set forth in the attached Schedule B and Schedule C ("Equipment Warranty").

8. <u>Purchase Order Requirements</u>

A valid written purchase order from the Customer is required prior to shipment of all Equipment, and must include, and not be limited to, the following information.

- Complete Bill to and Ship to address
- Catalog number, description and quantity of items being purchased
- Price per item
- Payment Terms as stated herein
- Freight Terms as stated herein
- Shipping term (FOB Shipping Point) as stated herein
- Lift Gate and/or Inside Delivery requirements, if needed

If terms and conditions or additional verbiage on the purchase order or any supporting documents from Customer differ from those terms and conditions set forth herein, then the terms and conditions of this Quotation shall take precedence. Customer will be required to revise such purchase order and/or supporting documents accordingly.

(Attached to and incorporated in the Pricing Quotation by and between Doctors Medical Center San Pablo and Gambro dated June 7, 2012.)

9. Force Majeure

Neither Gambro nor Customer (each, a "Party") shall be held liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for failure or delay in fulfilling or performing any provision of, or obligation under this Agreement when such failure or delay is caused by or results from strikes, lockouts, concerted acts of workers or other industrial disturbances, fires, explosions, floods, or other natural catastrophes, civil disturbances, riots, or armed conflict, whether declared or undeclared, curtailment, shortage, rationing, or allocation, of normal sources of supply, labor, materials, transportation, energy, or utilities, accidents, acts of God, sufferance of or voluntary compliance with acts of government or governmental regulation, (whether or nor valid) embargoes, or any other cause which is beyond the reasonable control of the non-performing Party (an "Event of Force Majeure"). Gambro will immediately notify Customer upon the occurrence of any such Event of Force Majeure that would affect the ability of Gambro to fulfill an outstanding order from Customer and shall include in such notice Gambro's good faith estimate of the expected duration thereof.

10. Confidentiality

The contents of this Agreement, including the pricing information and the other terms and conditions of sale, are considered to be Gambro's "Confidential Information" and is provided for the exclusive use of Customer and may not be disclosed to a third party, other than those officials (including independent auditors) and employees whose duties require knowledge thereof, without the prior written consent of Gambro. Customer shall take such precautions with Gambro's Confidential Information as it normally takes with its own highly confidential and proprietary information to prevent unauthorized disclosure. In the event Customer is requested or required by law to disclose Confidential Information of Gambro, Customer shall provide Gambro with prompt notice of such request or requirement. Any breach or threatened breach of this Section 10 shall entitle Gambro to injunctive relief in addition to any other remedies it may have at law or in equity.

SCHEDULE B

(Attached to and incorporated in the Pricing Quotation by and between Doctors Medical Center San Pablo and Gambro dated June 7, 2012.)

PRISMAFLEX™ DIALYSIS DELIVERY SYSTEM Gambro Warranty - United States of America

Gambro will, at its option, replace or repair, at no charge to the owner, any part of the Gambro PRISMAFLEX Dialysis Control Unit which is found to be defective in factory material or workmanship during the first year from date of installation or 6,000 hours of operation, whichever comes first.

Optional feature components that are installed after a machine has been placed in service are subject to a separate warranty applicable to such components.

Certain components, such as fuses, bulbs, and filters, which are subject to normal wear, are not covered by this Limited Warranty. In addition, this Warranty does not include replacement or repair of any part that fails because of misuse, accident, neglect, or failure to use and maintain the unit in accordance with instructions provided in the PRISMAFLEX Operator's Manual, or because of alterations made by other than Gambro authorized service personnel. Repairs required as a result of abuse or misuse of the equipment, as determined by Gambro in good faith, will be charged to the owner.

Performance of scheduled preventive maintenance procedures as described in the Operator's Manual is the responsibility of the owner and is not covered by this Warranty. Failure to perform preventative maintenance procedures will invalidate this Warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL Gambro BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF THE UNIT. Some states may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

To request service under this Warranty; please call the Technical Service Response Center at the telephone number below. The caller should be ready to provide the name, model number and serial number of the unit.

Gambro Renal Products, Inc. 14143 Denver West Parkway Lakewood, CO 80401 USA 1-800-525-2623

SCHEDULE C

(Attached to and incorporated in the Pricing Quotation by and between Doctors Medical Center San Pablo and Gambro dated June 7, 2012.)

PRISMAFLEX™ BLOOD/FLUID WARMER WARRANTY

The warranty for the PRISMAFLEX Flo Blood/Fluid Warmer is provided by the manufacturer, STIHLER Electronic GmbH, Stuttgart, Germany.

STIHLER, will at its option, replace or repair, at no charge to the owner, any part of the PRISMAFlo which is found to have been defective in factory material or workmanship during the first twelve (12) months from date of purchase.

Please contact STIHLER's authorized U.S. service representative, FUTUREMED America, Inc. for warranty service at 818/830-2500.



Scott Polman Creekridge Capital LLC 7808 Creekridge Circle, Suite 250 Edina, MN 55439

June 13, 2012

Jennifer Viramontes Doctors Medical Center San Pablo 2000 Vale Road San Pablo, CA 94806

Dear Ms. Viramontes:

USER:

Pursuant to your request for a proposal to facilitate the acquisition of your equipment, software and/or related services (collectively, the "Equipment"), we are pleased to offer a structure under the following terms and conditions:

Doctors Medical Center San Pablo

EQUIPMENT:	Please refer to Gambro Pricing Quotation for details.	
COST OF EQUIPMENT:	\$60,950.00	
INITIAL TERM:	36 Months	
MONTHLY RENT PAYMENT:	User shall have 6 payments equal to \$0. At the end of month 6 of the Initial Term and upon written notice to Provider, User shall be entitled, at its option, to purchase all but not less than all of the Equipment, on an AS-IS WHERE-IS basis with no further obligation for an amount equal to \$60,950.00 (plus applicable sales tax and freight),	
	OR this Agreement will automatically continue for a period of 30 months at a payment of \$2,422.04 (plus applicable sales tax and freight).	
PURCHASE OPTION:	One dollar (\$1.00)	
SECURITY DEPOSIT:	A security deposit in an amount equal to one Rent Payment will be required.	
EXPIRATION:	This proposal will automatically expire ten (10) business days from the date of issue.	
This transaction is subject to Provider's Credit C Thank you for this opportunity. Should you have	Committee's approval and documentation must be satisfactory to Provider. we any questions, please contact me at 952-516-7184.	
Sincerely,	AGREED TO AND ACCEPTED BY DOCTORS MEDICAL CENTER SAN PABLO:	
	Ву:	
Scott Polman	Its:	
Creekridge Capital LLC	Date:	
Copyright 2012 by Creekridge Capital LLC		





October 9, 2012

Doctors Medical Center 2000 Vale Road San Pablo, CA 94806-3808 14143 Denver West Parkway Suite 400 Lakewood, CO 80401 USA www.gambro.com

Tel: 800-525-2623 Fax: 303-222-6812

Dear Valued Customer,

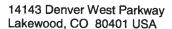
This letter is to inform you that effective March 31, 2013, Gambro has made the decision to discontinue its support of the Prisma® System and all associated Prisma disposable products. (This does not include PrismaSate or Prismasol solutions) The decision has been made due to an increase in manufacturing, distribution, and handling costs. There will be a 15% Price increase effective January 1, 2013 covering the Prisma Hemofilter Sets and Prisma TPE 2000 sets. In addition, spare parts will no longer be available as of March 31, 2013.

We know that this is a challenging time for healthcare spending. Gambro wants to help ease the cost of capital acquisition by offering you discounted pricing when you trade in your Prisma for Gambro's next generation CRRT platform – the Prismaflex® System.

Based on our records, you have 2 Prisma machines. The pricing we would like to offer you is \$20,000.00 for a Prismaflex system when you trade-in your Prisma on a one-for-one basis. This pricing will remain in effect until December 21, 2012, and is contingent on no requirement for equipment evaluations. In addition, Gambro Capital offers standard and customized financial solutions that may assist you with your capital purchasing needs.

The Prismaflex® System offers you all the features you currently use to deliver CRRT and TPE and more. Specifically, the Prismaflex System offers clinicians a number of advantages, including:

- Flexibility to perform multiple therapeutic combinations, including CVVHDF, CVVH, CVVHD, SCUF and TPE
- A high-flow blood pump and four high-flow fluid pumps to optimize the flexibility of CVVHDF dose delivery
- A new 4th Pre-Blood Pump that can deliver pre-dilution through the entire access line or can be used to integrate delivery of anticoagulation
- Two integrated pinch valves to manage replacement fluid insertion points (pre, post or pre and post) based on the clinician's selection
- Fluid accuracy that meets ADQI standards for accurate and safe patient fluid removal
- A real-time dose indicator to assess prescription delivery
- Touch screen controls with bright colors, text and graphics
- Enhanced alarm management to decrease nursing time demands
- New ergonomic weight scales with improved stability to eliminate nuisance alarms





Customer Number: 100183

Contract Number: PQIC10092012

PRICING QUOTATION

Doctors Medical Center 2000 Vale Road San Pablo

Requested by: Bob Beall, IC Territory Manager	Date: October 9, 2012	

The following Pricing Quotation is for the supply of Gambro Renal Products, Inc. ("Gambro") Products, Equipment and/or Services for your consideration.

Based upon the PRISMA End of Life Letter dated October 9, 2012, attached to this Pricing Quotation, Gambro is pleased to offer Customer the following one time only PRISMAFLEX pricing effective through December 21, 2012.

Product No.	Description	Minimum Quantity per Order	Each Price	Extended Price
113081	PRISMAFLEX SYSTEM	2	\$20,000.00	\$40,000.00

All products are subject to availability based upon Gambro's current product portfolio.

This Pricing Quotation is subject to the "Terms and Conditions" as stated in Schedule A, attached to and incorporated herein.

Installation is provided.

Lead time for the delivery of PRISMAFLEX equipment is approximately 4+ weeks after receipt of order.

Purchase Order Requirements: See Terms and Conditions for complete details.

Warranty: Gambro's standard manufacturer's Warranty for Equipment is attached to and incorporated herein ("Warranty"), Schedule B.

PRISMA END OF LIFE CONVERSION: For the purchase of two (2) PRISMAFLEX System(s), Gambro will offer a one time only End of Life Conversion option for your existing PRISMA machines, Serial Numbers to be determined. Gambro will accept these two (2) used PRISMA's as conversion machines under the following conditions. Your Purchase Order must be for the full Sale Price quoted above. Upon installation of the two (2) PRISMAFLEX Systems, Gambro will make arrangements to have the PRISMA equipment picked up from your facility at Gambro's expense. Customer is required to clean the external surfaces of the PRISMA equipment and to run a clean procedure after the last patient run and before the equipment is taken off line in the clinic. The equipment is to be labeled "Cleaned".

These prices are effective October 9, 2012 through December 21, 2012 only. This Pricing Quotation supersedes all previous Pricing Quotations/proposals for same products. Pricing is not retroactive. Gambro reserves the right to increase pricing for Products on this Pricing Quotation with a thirty (30) day written notification to Customer.

This Pricing Quotation involves a discount, made in accordance with Section 1128B(b)(3) of the Social Security Act and its implementing regulations (42 C.F.R. §1001.952(h)), which must be fully and accurately disclosed and reported in applicable cost reports(s) and upon request by the Secretary of HHS or a State agency.

Additional Gambro product offerings are available at www.usa-gambro.com.

Available Gambro services:

Technical Assistance Services – technical troubleshooting available by phone plus technical bulletin updates at http://tech.usa-gambro.com.

Gambro Education Service offerings: Contact your Sales Representative for additional information.

- Comprehensive CRRT Course
- CRRT Super User Training
- CRRT Alarm Management and Troubleshooting Course
- Therapeutic Plasma Exchange

Thank you for the opportunity to quote on your requirements. If you have any questions or need further assistance, please contact Bob Beall at 925-997-6471 or me at (800) 525-2623 extension 101-6677.

Contracts Department Fax Number: 303-222-6812

Regards, Gambro Renal Products, Inc.

Linda C. Kyer Lead Contract Administrator

cc: Bob Beall, Territory Manager Steven Roth, Regional Manager

(Attached to and incorporated in the Pricing Quotation by and between Doctors Medical Center and Gambro dated October 9, 2012.)

1. Freight and Delivery

Equipment, accessories, software, spare parts and manuals are shipped freight prepaid and added to the invoice. Any extra charges for minimum orders, expediting, tailgate service, inside delivery, fuel surcharges, redelivery, etc., are prepaid and added to the invoice.

Customer must inspect the shipment and notify Gambro in writing of any irregularity within thirty (30) days of receipt of the shipment. In the absence of timely written notice, acceptance will be conclusively presumed.

2. <u>Shipping</u>

Gambro's shipping terms are FOB Shipping Point (Gambro warehouse). However, in the event that product is damaged or lost in transit from Gambro, Customer may choose to:

- 1. Request that Gambro refund or replace product based upon Customer's option. In that instance, Customer would assign to Gambro Customer's rights to file a claim with the carrier or
- 2. File a damage or loss claim with the carrier

FOB Shipping Point is only to convey title transfer to Customer as soon as the product leaves the Gambro dock.

3. Payment

Payment Terms are 100%, Net 30 calendar days. In the event that any amounts are not paid when due, or on undisputed invoices, past due accounts will be subject to a service charge of 1 ½ % per month or the highest rate permitted by applicable law (whichever is lower). The non-prevailing party agrees to pay all reasonable attorney's fees and expenses that the prevailing party may incur in successfully enforcing or defending its rights hereunder. All payments by Customer shall be made to the "remit to" address set forth on the Gambro invoice.

4. <u>Taxes</u>

Quoted prices do not include sales, use, excise or similar taxes. Customer agrees to pay promptly any and all taxes, assessments or other charges applicable to Customer which are levied or assessed on or with respect to acquisition, possession, or use of the Equipment or Products, or shall reimburse Gambro if Gambro has paid such taxes.

5. <u>Limitations on Sales and Use</u>

Sale of the Products described in this Pricing Quotation is subject to (a) Gambro's standard terms and conditions of sale, as stated herein, (b) Gambro's acceptance of an order conforming to such terms and conditions, and (c) Gambro verification of Customer's credit. Customer agrees that all Products purchased from Gambro are for use in United States and/or authorized United States territories only. All Products are to be used by Customer's facility and are not to be resold. Gambro reserves the right to discontinue the sale of any Product after providing Customer thirty (30) days prior written notice.

(Attached to and incorporated in the Pricing Quotation by and between Doctors Medical Center and Gambro dated October 9, 2012.)

6. Returns

Gambro Equipment is non-returnable, except in the event Equipment is shipped due to a Gambro error (arrangements for which should be discussed and agreed with Gambro's logistics department).

Returned goods will be accepted only with prior written authorization from Gambro and in accordance with such authorization. Items must be returned freight prepaid and accompanied by Gambro's Returned Goods Authorization (RGA) form. Except in the case of Product shipped in error (arrangements for which should be discussed and agreed with Gambro's logistics department), items to be returned must be in ORIGINAL UNOPENED cartons, have original labels, and be in salable condition and are subject to a twenty-five percent (25%) re-stocking charge. Goods held over six (6) months from the date of invoicing, abused or custom items, chemical concentrates, CRRT Solutions and items identified as non-returnable or that have deteriorated due to cause beyond Gambro's control, may not be returned.

7. Warranty

Gambro expressly warrants equipment, supplies and services pursuant to printed Limited Warranty terms that are attached hereto as Schedule B ("Equipment Warranty") or can be obtained from Gambro. These express Warranties contain Gambro's sole responsibility and Customer's sole remedies and are expressly in lieu of all other warranties, including without limitation, the implied warranties of merchantability or fitness for a particular purpose. No person has the authority to make any representation or warranty other than those set forth in the attached Schedule B ("Equipment Warranty").

8. Purchase Order Requirements

A valid written purchase order from the Customer is required prior to shipment of all Equipment, and must include, and not be limited to, the following information.

- Complete Bill to and Ship to address
- Catalog number, description and quantity of items being purchased
- Price per item
- Payment Terms as stated herein
- Freight Terms as stated herein
- Shipping term (FOB Shipping Point) as stated herein
- Lift Gate and/or Inside Delivery requirements, if needed

If terms and conditions or additional verbiage on the purchase order or any supporting documents from Customer differ from those terms and conditions set forth herein, then the terms and conditions of this Quotation shall take precedence. Customer will be required to revise such purchase order and/or supporting documents accordingly.

(Attached to and incorporated in the Pricing Quotation by and between Doctors Medical Center and Gambro dated October 9, 2012.)

9. Force Majeure

Neither Gambro nor Customer (each, a "Party") shall be held liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for failure or delay in fulfilling or performing any provision of, or obligation under this Agreement when such failure or delay is caused by or results from strikes, lockouts, concerted acts of workers or other industrial disturbances, fires, explosions, floods, or other natural catastrophes, civil disturbances, riots, or armed conflict, whether declared or undeclared, curtailment, shortage, rationing, or allocation, of normal sources of supply, labor, materials, transportation, energy, or utilities, accidents, acts of God, sufferance of or voluntary compliance with acts of government or governmental regulation, (whether or nor valid) embargoes, or any other cause which is beyond the reasonable control of the non-performing Party (an "Event of Force Majeure"). Gambro will immediately notify Customer upon the occurrence of any such Event of Force Majeure that would affect the ability of Gambro to fulfill an outstanding order from Customer and shall include in such notice Gambro's good faith estimate of the expected duration thereof.

10. Confidentiality

The contents of this Agreement, including the pricing information and the other terms and conditions of sale, are considered to be Gambro's "Confidential Information" and is provided for the exclusive use of Customer and may not be disclosed to a third party, other than those officials (including independent auditors) and employees whose duties require knowledge thereof, without the prior written consent of Gambro. Customer shall take such precautions with Gambro's Confidential Information as it normally takes with its own highly confidential and proprietary information to prevent unauthorized disclosure. In the event Customer is requested or required by law to disclose Confidential Information of Gambro, Customer shall provide Gambro with prompt notice of such request or requirement. Any breach or threatened breach of this Section 10 shall entitle Gambro to injunctive relief in addition to any other remedies it may have at law or in equity.

SCHEDULE B

(Attached to and incorporated in the Pricing Quotation by and between Doctors Medical Center and Gambro dated October 9, 2012.)

PRISMAFLEX[™] DIALYSIS DELIVERY SYSTEM Gambro Warranty - United States of America

Gambro will, at its option, replace or repair, at no charge to the owner, any part of the Gambro PRISMAFLEX Dialysis Control Unit which is found to be defective in factory material or workmanship during the first year from date of installation or 6,000 hours of operation, whichever comes first.

Optional feature components that are installed after a machine has been placed in service are subject to a separate warranty applicable to such components.

Certain components, such as fuses, bulbs, and filters, which are subject to normal wear, are not covered by this Limited Warranty. In addition, this Warranty does not include replacement or repair of any part that fails because of misuse, accident, neglect, or failure to use and maintain the unit in accordance with instructions provided in the PRISMAFLEX Operator's Manual, or because of alterations made by other than Gambro authorized service personnel. Repairs required as a result of abuse or misuse of the equipment, as determined by Gambro in good faith, will be charged to the owner.

Performance of scheduled preventive maintenance procedures as described in the Operator's Manual is the responsibility of the owner and is not covered by this Warranty. Failure to perform preventative maintenance procedures will invalidate this Warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL Gambro BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF THE UNIT. Some states may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

To request service under this Warranty; please call the Technical Service Response Center at the telephone number below. The caller should be ready to provide the name, model number and serial number of the unit.

Gambro Renal Products, Inc. 14143 Denver West Parkway Lakewood, CO 80401 USA 1-800-525-2623



Customer Number: 100180 & 100183 Contract Number: PQIC10152012

PRICING QUOTATION

Doctors Hospital San Pablo 2000 Vale Road San Pablo, CA 94806

Requested by: Bob Beall, IC Territory Manager	Date: October 15, 2012
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The following Pricing Quotation is for the supply of Gambro Renal Products, Inc. ("Gambro") Products, Equipment and/or Services for your consideration.

Product No.	Description	Minimum Quantity per Order	Each Price	Extended Price
113280	PRISMAFLO II Warmer LG Sleeve	2	\$3,675.00	\$7,350.00
G5002301	PRISMAFLEX Warmer Holder	2	\$300.00	\$600.00

All products are subject to availability based upon Gambro's current product portfolio.

This Pricing Quotation is subject to the "Terms and Conditions" as stated in Schedule A, attached to and incorporated herein. Installation is provided. Lead time for the delivery of PRISMAFLEX equipment is approximately 4+ weeks after receipt of order.

Purchase Order Requirements: See Terms and Conditions for complete details.

Warranty: Gambro's standard manufacturer's Warranty for Equipment is attached to and incorporated herein ("Warranty"), Schedule B.

These prices are effective October 15, 2012 through March 31, 2013. This Pricing Quotation supersedes all previous Pricing Quotations/proposals for same products. Pricing is not retroactive. Gambro reserves the right to increase pricing for Products on this Pricing Quotation with a thirty (30) day written notification to Customer.

This Pricing Quotation involves a discount, made in accordance with Section 1128B(b)(3) of the Social Security Act and its implementing regulations (42 C.F.R. §1001.952(h)), which must be fully and accurately disclosed and reported in applicable cost reports(s) and upon request by the Secretary of HHS or a State agency.

Additional Gambro product offerings are available at www.usa-gambro.com.

Available Gambro services:

Technical Assistance Services – technical troubleshooting available by phone plus technical bulletin updates at http://tech.usa-gambro.com.

Gambro Education Service offerings: Contact your Sales Representative for additional information.

- Comprehensive CRRT Course
- CRRT Super User Training
- CRRT Alarm Management and Troubleshooting Course
- Therapeutic Plasma Exchange

Thank you for the opportunity to quote on your requirements. If you have any questions or need further assistance, please contact Bob Beall at 925-997-6471 or me at (800) 525-2623 extension 101-6689.

Contracts Department Fax Number: 303-222-6812

Regards,

Gambro Renal Products, Inc.

Carly Sevano

Andy Serrano

Contract Administrator

cc: Bob Beall, Territory Manager

Steven Roth, Regional Manager

(Attached to and incorporated in the Pricing Quotation by and between Doctors Hospital San Pablo and Gambro dated October 15, 2012.)

1. Freight and Delivery

Equipment, accessories, software, spare parts and manuals are shipped freight prepaid and added to the invoice. Any extra charges for minimum orders, expediting, tailgate service, inside delivery, fuel surcharges, redelivery, etc., are prepaid and added to the invoice.

Customer must inspect the shipment and notify Gambro in writing of any irregularity within thirty (30) days of receipt of the shipment. In the absence of timely written notice, acceptance will be conclusively presumed.

2. Shipping

Gambro's shipping terms are FOB Shipping Point (Gambro warehouse). However, in the event that product is damaged or lost in transit from Gambro, Customer may choose to:

- 1. Request that Gambro refund or replace product based upon Customer's option. In that instance, Customer would assign to Gambro Customer's rights to file a claim with the carrier or
- 2. File a damage or loss claim with the carrier

FOB Shipping Point is only to convey title transfer to Customer as soon as the product leaves the Gambro dock.

3. Payment

Payment Terms are 100%, Net 30 calendar days. In the event that any amounts are not paid when due, or on undisputed invoices, past due accounts will be subject to a service charge of 1½% per month or the highest rate permitted by applicable law (whichever is lower). The non-prevailing party agrees to pay all reasonable attorney's fees and expenses that the prevailing party may incur in successfully enforcing or defending its rights hereunder. All payments by Customer shall be made to the "remit to" address set forth on the Gambro invoice.

4. Taxes

Quoted prices do not include sales, use, excise or similar taxes. Customer agrees to pay promptly any and all taxes, assessments or other charges applicable to Customer which are levied or assessed on or with respect to acquisition, possession, or use of the Equipment or Products, or shall reimburse Gambro if Gambro has paid such taxes.

5. <u>Limitations on Sales and Use</u>

Sale of the Products described in this Pricing Quotation is subject to (a) Gambro's standard terms and conditions of sale, as stated herein, (b) Gambro's acceptance of an order conforming to such terms and conditions, and (c) Gambro verification of Customer's credit. Customer agrees that all Products purchased from Gambro are for use in United States and/or authorized United States territories only. All Products are to be used by Customer's facility and are not to be resold. Gambro reserves the right to discontinue the sale of any Product after providing Customer thirty (30) days prior written notice.

(Attached to and incorporated in the Pricing Quotation by and between Doctors Hospital San Pablo and Gambro dated October 15, 2012.)

6. Returns

Gambro Equipment is non-returnable, except in the event Equipment is shipped due to a Gambro error (arrangements for which should be discussed and agreed with Gambro's logistics department).

Returned goods will be accepted only with prior written authorization from Gambro and in accordance with such authorization. Items must be returned freight prepaid and accompanied by Gambro's Returned Goods Authorization (RGA) form. Except in the case of Product shipped in error (arrangements for which should be discussed and agreed with Gambro's logistics department), items to be returned must be in ORIGINAL UNOPENED cartons, have original labels, and be in salable condition and are subject to a twenty-five percent (25%) re-stocking charge. Goods held over six (6) months from the date of invoicing, abused or custom items, chemical concentrates, CRRT Solutions and items identified as non-returnable or that have deteriorated due to cause beyond Gambro's control, may not be returned.

7. Warranty

Gambro expressly warrants equipment, supplies and services pursuant to printed Limited Warranty terms that are attached hereto as Schedule B ("Equipment Warranty") or can be obtained from Gambro. These express Warranties contain Gambro's sole responsibility and Customer's sole remedies and are expressly in lieu of all other warranties, including without limitation, the implied warranties of merchantability or fitness for a particular purpose. No person has the authority to make any representation or warranty other than those set forth in the attached Schedule B ("Equipment Warranty").

8. Purchase Order Requirements

A valid written purchase order from the Customer is required prior to shipment of all Equipment, and must include, and not be limited to, the following information.

- Complete Bill to and Ship to address
- Catalog number, description and quantity of items being purchased
- Price per item
- Payment Terms as stated herein
- Freight Terms as stated herein
- Shipping term (FOB Shipping Point) as stated herein
- Lift Gate and/or Inside Delivery requirements, if needed

If terms and conditions or additional verbiage on the purchase order or any supporting documents from Customer differ from those terms and conditions set forth herein, then the terms and conditions of this Quotation shall take precedence. Customer will be required to revise such purchase order and/or supporting documents accordingly.

SCHEDULE A TERMS AND CONDITIONS

(Attached to and incorporated in the Pricing Quotation by and between Doctors Hospital San Pablo and Gambro dated October 15, 2012.)

9. Force Majeure

Neither Gambro nor Customer (each, a "Party") shall be held liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for failure or delay in fulfilling or performing any provision of, or obligation under this Agreement when such failure or delay is caused by or results from strikes, lockouts, concerted acts of workers or other industrial disturbances, fires, explosions, floods, or other natural catastrophes, civil disturbances, riots, or armed conflict, whether declared or undeclared, curtailment, shortage, rationing, or allocation, of normal sources of supply, labor, materials, transportation, energy, or utilities, accidents, acts of God, sufferance of or voluntary compliance with acts of government or governmental regulation, (whether or nor valid) embargoes, or any other cause which is beyond the reasonable control of the non-performing Party (an "Event of Force Majeure"). Gambro will immediately notify Customer upon the occurrence of any such Event of Force Majeure that would affect the ability of Gambro to fulfill an outstanding order from Customer and shall include in such notice Gambro's good faith estimate of the expected duration thereof.

10. <u>Confidentiality</u>

The contents of this Agreement, including the pricing information and the other terms and conditions of sale, are considered to be Gambro's "Confidential Information" and is provided for the exclusive use of Customer and may not be disclosed to a third party, other than those officials (including independent auditors) and employees whose duties require knowledge thereof, without the prior written consent of Gambro. Customer shall take such precautions with Gambro's Confidential Information as it normally takes with its own highly confidential and proprietary information to prevent unauthorized disclosure. In the event Customer is requested or required by law to disclose Confidential Information of Gambro, Customer shall provide Gambro with prompt notice of such request or requirement. Any breach or threatened breach of this Section 10 shall entitle Gambro to injunctive relief in addition to any other remedies it may have at law or in equity.

SCHEDULE B

(Attached to and incorporated in the Pricing Quotation by and between Doctors Hospital San Pablo and Gambro dated October 15, 2012.)

PRISMAFLEX™ BLOOD/FLUID WARMER WARRANTY

The warranty for the PRISMAFLEX Flo Blood/Fluid Warmer is provided by the manufacturer, STIHLER Electronic GmbH, Stuttgart, Germany.

STIHLER, will at its option, replace or repair, at no charge to the owner, any part of the PRISMAFlo which is found to have been defective in factory material or workmanship during the first twelve (12) months from date of purchase.

Please contact STIHLER's authorized U.S. service representative, FUTUREMED America, Inc. for warranty service at 818/830-2500.



STATIONARY ENGINEERS LOCAL 39 AGREEMENT

TAB 8

DOCTORS MEDICAL CENTER, SAN PABLO AND

STATIONARY ENGINEERS LOCAL NO. 39

West Contra Costa Healthcare District DBA/Doctors Medical Center, San Pablo ("the Medical Center"), and Stationary Engineers Local No. 39 are parties to a Memorandum of Understanding commencing on January 1, 2006, and continuing until December 31, 2010 (the "MOU").

The Medical Center and Stationary Engineers Local No. 39 have met and resolved to extend the term of the MOU from January 1, 2011, through March 31, 2015. All other terms and conditions of the MOU shall remain in full force and effect except to the extent modified by this agreement.

AGREEMENT

The term of the Agreement will be from January 1, 2011, to March 31, 2015

WAGE INCREASE

(Effective the 1st payroll after the date of implementation)

Dates of Implementation

September 1, 2012 - 1%	March 1, 2013 - 1%
September 1, 2013 - 1%	March 1, 2014 - 1.25%
September 1 2014 - 1 25%	

Retirement Plan: The Medical Center agrees to contribute into the Stationary Engineers Local 39 Pension Trust Fund, at its respective office in San Francisco, California or such other designated place of payment, the following additional amounts:

January 1,	2011	.25	=	6.71
January 1,	2012	.26	=	6.97
January 1,	2013	.27	=	7.24
January 1,	2014	.28	=	7.52

The parties recognize that the above agreement is subject to ratification by the Stationary Engineers Local No. 39 membership and subject to the approval of the Board of West Contra Costa Health Care District.

Dated:	
	Dan McNulty, District Representative for Stationary Engineers Local No. 39
Dated:	
	Bob Redlo, Vice President of Patient Relations, Labor Relations & Workforce Development for West Contra Costa Healthcare District DBA/Doctors Medical Center, San Pablo

	2012	2013	2014		
Wage Increase	\$4,000	\$18,000	\$24,000	Total Wage Increase =	\$46,000
Retirement Plan	\$12,000	\$6,250	\$6,500	Total Retirement Plan =	\$24,750
Sub Total	\$16,000	\$24,250	\$30,500	Total Increase Cost =	\$70,750



MEDICAL EXECUTIVE REPORT

TAB 10



MEDICAL EXECUTIVE COMMITTEE REPORT TO THE BOARD EXECUTIVE SUMMARY

OCTOBER 2012

TOPIC

<u>Medical Staff Bylaws-</u> Medical Staff Bylaws Draft currently under legal review; upon completion, Bylaws Committee to convene for final review before submitting to Medical Staff for vote.

<u>Privilege Delineations:</u> Internal Medicine Privilege Delineations developed and in final stages of review, with subspecialty privilege forms currently in process and final review. Surgical Privilege Delineations in process.

ITEMS REQUIRING ACTION

<u>Policies, Procedures, Forms:</u> The attached Policy, Procedure and Forms Report for October 2012 includes the following document approved by the Medical Executive Committee and presented for Board approval:

"DO NOT USE" Abbreviations and Hospital Approved Abbreviation List Policy & Procedure



MEC APPROVAL DATE:	10/08/12
BOARD OF DIRECTORS APPROVAL DATE:	10/24/12

POLICY, PROCEDURE AND FORMS REPORT OCTOBER 2012

IN ACCORDANCE WITH MEDICAL STAFF BYLAWS, REGULATORY AND ACCREDITATION STANDARDS, THE POLICIES, PROCEDURES AND FORMS LISTED BELOW HAVE BEEN DEVELOPED AND/OR REVISED BY APPROPRIATE HOSPITAL AND/OR MEDICAL STAFF COMMITTEES AND HAVE BEEN APPROVED BY THE MEDICAL EXECUTIVE COMMITTEE.

*NOTE: COPIES OF ALL POLICIES LISTED IN <u>SECTION A</u> AND <u>SECTION B</u> BELOW ARE ATTACHED TO THIS REPORT; THOSE POLICIES/DOCUMENTS LISTED IN <u>SECTION C: REVISED WITH MINOR/NON-SUBSTANTIVE CHANGES</u>, WILL BE AVAILABLE FOR REVIEW IN THE MEDICAL STAFF OFFICE AND ADMINISTRATION.

POLICY/PROCEDURE/FORMS	TYPE	REASON FOR REVIEW
 A. Revised with Major Substantive Changes 1. "DO NOT USE" Abbreviations and Hospital Approved Abbreviation List 	Housewide Policy	Policy revised to delete "CC" from the Abbreviation or Designation to Avoid list as it is not a JC requirement.

APPROVAL ROUTING SHEET FOR POLICIES AND PROCEDURES



All items marked with \dagger must be completed, and or required routing

†TITLE: "DO NOT USE" Abbrevictions to the Hospital Approved Abbrevictions List	HECK ONE: New Rev	iewed			
* Hospital Approved Abbrountions List	Revised : 🔀 🛚	Major □Minor			
† Administrative Clinical Department					
TSUBMITTED BY: The Vegen Helser +	Pharmacy Durctor				
4	†NEW POLICY - REASON FOR SUBMISSION: Change in Law New Regulation: CMS CDPH TJC Other				
TREVIEWED OR REVISED - SUMMARY OF FOLICY / PR Delete from Abbreviation "CC" as this is not or	ocedure changes: or Disconation to n Yhu Town Co.	Avoid, Lest " mmission list.			
	MEETING DATE	APPROVAL			
☐ Manager or Department Director [†]					
☐ Medical Staff Department(s):					
Cancer Committee CV Surgery Committee Infection Control Committee IDP Committee Medical Ethics Committee Patient Safety Committee Radiation Safety Committee P&T Committee Respiratory/Critical Care/ED Committee Quality Improvement Team: EM Committee EOC/Safety Committee Other:	9/00/12	9/20/12			
☐ Nursing Department:					
☐ Nursing Practice:					
Forms Committee (as applicable)					
☐ Administrative Policy Review Committee (APRC) [†]					
☐ Executive Leadership					
Medical Executive Committee (MEC) (as applicable)	10/8/12	10/8/12			
Board of Trustees (automatic from MEC) (as applicable)	10/24/12				

DOCTORS MEDICAL CENTER

Manual: HOUSEWIDE	Sub Folder: MEDICATION MANAGEMENT
Title: "DO NOT USE" Abbreviations &	Reviewed: 7/06, 7/09
Hospital Approved Abbreviations List	Revised: 3/03,4/03,11/03,2/05,9/05,9/12
Effective Date: 11/02	Page 1 oaf 2
Expiration Date: 9/15	

POLICY:

To provide an organization-wide drug safety policy to prevent medication errors caused by the use of dangerous abbreviations and dose designations as recommended by the National Coordinating Counsel for Medication Error Reporting and Prevention (NCCMERP), The Joint Commission (TJC) and the Institute for Safe Medication Practices (ISMP).

PROCEDURE:

- A. Increase patient safety by avoiding preventable injuries associated with misinterpretation of abbreviations or dose expressions.
- B. Decrease unnecessary costs associated with preventable adverse drug events.

ABBREVIATIONS AND SYMBOLS TO AVOID

The following abbreviations and symbols are to be avoided in any communication including physician orders, computer generated labels, Medication Administration Records, labels for drug storage areas, pre-printed orders and protocols, and computerized pharmacy and prescriber order entry screens.

Abbreviation or Designation to Avoid	Corrective Action	
U or u	Spell out "units"	
I.U.	Spell out "International units".	
Q.D.	Spell out "daily"	
Q.O.D.	Spell out "every other day"	
MS, MSO4,MgSO4	Spell out "Morphine sulfate or Magnesium sulfate"	
μg	Spell out "microgram" or use mcg	
Zero after decimal	Do not use trailing zero when specifying a whole	
point (e.g. 2.0)	number (e.g. 2)	
No zero before	Use zero before a decimal point when dose is less than	
decimal point (e.g5)	one (e.g. 0.5)	
TIW or tiw	Spell out days the drug is to be administered	
X3d	Spell out intended meaning; "for three days" or "for	
	three doses"	
Apothecary symbols	Use metric system	

IV. PROCEDURE

A. The hospital shall have a list of acceptable standard abbreviations, acronyms and symbols. If a "DO NOT USE" abbreviation is used, the physician will be notified for clarification. A second order will be rewritten with the clarification spelled out.

- B. Medical Staff and hospital staff shall be educated on acceptable abbreviations and abbreviations "to avoid". The list shall be easily retrievable to facilitate compliance. The hospital-wide list of approved abbreviations is available by accessing the hospital intranet.
- C. If an abbreviation "to avoid" is used and if the order is unclear or ambiguous, the prescription order is to be verified with the prescriber prior to its being dispensed or administered.
- D. Compliance with this policy shall be monitored and reported to the Qualtiy department and the Medication Error Prevention Subcommittee via incident reports. Corrective action shall be taken if necessary to ensure compliance.

REFERENCES

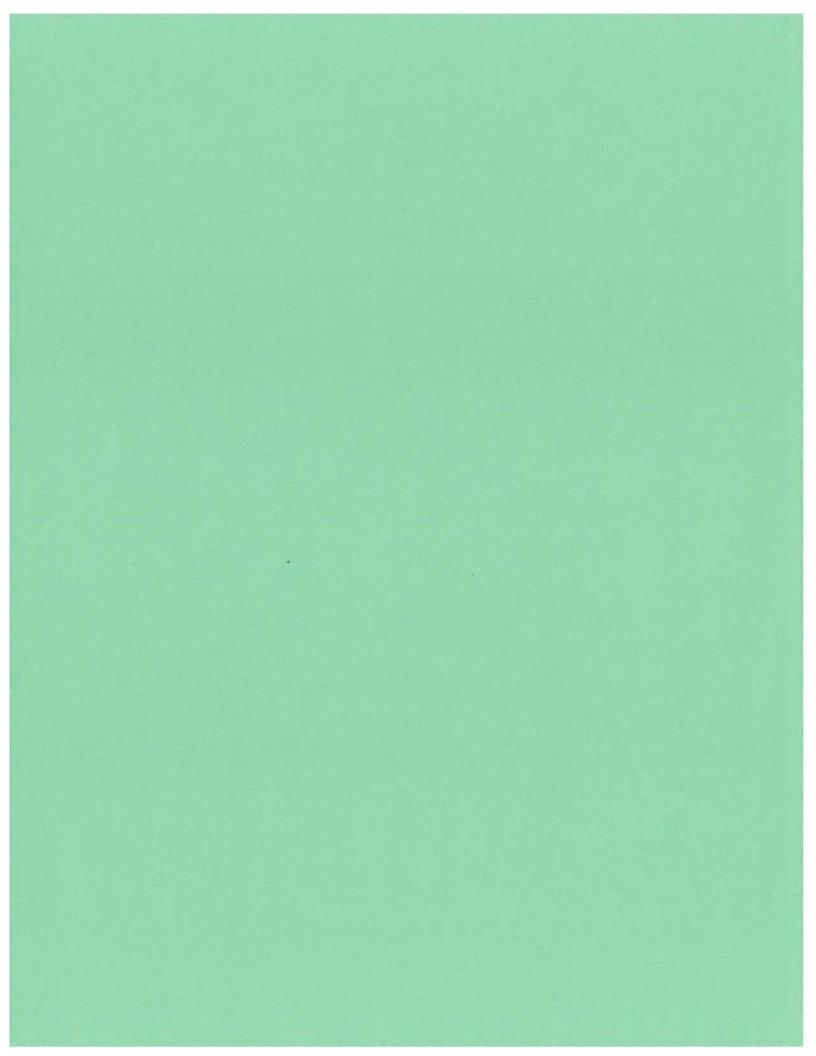
ISMP Medication Safety Alert! May 2, 2001. "Please don't sleep through this wake up call," "Special Table – Do not use these dangerous abbreviations or dose designations." http://www.ismp.org/msaarticles/wakeupcall.html

Joint Commission on Accreditation of Healthcare Organizations, Sentinel Event Alert Issue 23, "Medication errors related to potentially dangerous abbreviations," September 2001. http://www.jcaho.org/edu%5Fpub/sealert/sea23.html

National Coordinating Council for Medication Error Reporting and Prevention, Council Recommendation, "Recommendations to Correct Error-Prone Aspects of Prescription Writing." Sept 4, 1996. http://www.nccmerp.org/rec_960904.htm

www.TJC.org, accessed September 2012.

Responsible for			
review/updating	Pharmacy Director	Pharmacy	





MEDICAL EXECUTIVE COMMITTEE CREDENTIALS REPORT TO THE BOARD

September 2012

The following practitioners' applications for appointment and/or reappointment have been reviewed by the appropriate committees of the Medical Staff and have been deemed as complete and are recommended for approval by the Credentials Committee (09/27/12) and the Medical Executive Committee (10/08/12).

CREDENTIALS REPORT TO THE BOARD SEPTEMBER 2012			
INITIAL APPOINTMENTS			
NAME	DEPARTMENT/SPECIALTY		
Boyer, Nathan, MD	Medicine/Family Practice/Cardiology		
Nazer, Babak, MD	Medicine/Family Practice/Cardiology		
Shah, Saket, DO	Medicine/Family Practice/Family Medicine		
Yang, Xiao, MD	Medicine/Family Practice/Internal Medicine		
Littman, Erin, PA-C	Medicine/Family Practice/Emergency Medicine		
	REAPPOINTMENTS		
Leung, Megan, MD	Medicine/Family Practice /Emergency Medicine		
Johnson, Malcolm, MD	Medicine/Family Practice /Emergency Medicine		
Moyers, Brian S., MD	Medicine/Family Practice /Cardiology		
Stephens, Claudell, MD	Medicine/Family Practice /Family Medicine		
Tom, Randall, MD	Medicine/Family Practice /Internal Medicine		